



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 27, 2020**

REMOTE MEETING ON ZOOM

PLEASE CLICK THE LINK BELOW TO JOIN THE WEBINAR:

[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92898968735](https://bainbridgewa.zoom.us/j/92898968735)

OR IPHONE ONE-TAP :

US: +12532158782,,92898968735# OR +16699009128,,92898968735#

OR TELEPHONE:

US: +1 253 215 8782

WEBINAR ID: 928 9896 8735

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
3. **PUBLIC COMMENT - 6:10 PM**
 - 3.A **Instructions for Providing Public Comment - City Clerk**, 15 Minutes
[Instructions for Providing Public Comment at Remote Meetings.docx](#)
4. **MAYOR'S REPORT - 6:25 PM**
5. **CITY MANAGER'S REPORT - 6:30 PM**
6. **FUTURE COUNCIL AGENDAS**
 - 6.A **(6:35 PM) Future Council Agendas**, 10 Minutes
[October 28 Special City Council Meeting.pdf](#)
[November 4 Special City Council Meeting - Budget Workshop.pdf](#)
[November 10 City Council Regular Business Meeting.pdf](#)
7. **BUDGET DELIBERATIONS**
 - 7.A **(6:45 PM) Budget Discussions #5**, 30 Minutes
[CouncilDecisionSummary_CC_10272020.pdf](#)
[10-20 BUDGET MOTIONS.pdf](#)

- 7.B **(7:15 PM) Winslow Water Tank Financing and Funding Alternatives - Public Works,** 5 Minutes
SRF Fact Sht.pdf
Building Resilient Infrastructure and Communities (BRIC) _ FEMA.gov.pdf

8. PUBLIC HEARING(S)

- 8.A **(7:20 PM) Public Hearing on Ordinance No. 2020-30 Relating to Property Tax Levy for Collection in 2021 - Finance,** 10 Minutes
Ordinance No. 2020-30 Relating to the Levy of Property Taxes for Collection in 2021.docx
City of Bainbridge Island Levy Limit 9 28 2020 TY2021.docx
Property_Tax_Ordinance_Presentation_CC_102720_Final.pdf
- 8.B **(7:30 PM) Public Hearing for Ordinance No. 2020-31 Relating to the 2021-22 Preliminary Biennial Budget - Finance,** 15 Minutes
Ordinance No. 2020-31 Adopting Biennial Budget for FY 2021-22.docx
2021_Exhibit A.pdf
2022_Exhibit B.pdf
- 8.C **(7:45 PM) Public Hearing on Ordinance No. 2020-22, Extending Small Wireless Facilities Design Standards Interim Official Control - Executive,** 10 Minutes
Ordinance No. 2020-22, Extending Small Wireless Facilities Design Standards Interim Official Control

9. UNFINISHED BUSINESS

- 9.A **(7:55 PM) Ordinance No. 2020-33, Declaration of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2021 - Finance,** 10 Minutes
Ordinance No. 2020-33 Declaration of Substantial Need.docx
101320 Presentation - Declaration of Substantial Need Ordinance.pptx
MRSC Implicit Price Deflator Overview.pdf
- 9.B **(8:05 PM) Sustainable Transportation Plan Goals and Objectives - Public Works,** 15 Minutes
BAINBRIDGE STP Final Goals Objectives 20201006.pdf
- 9.C **(8:20 PM) Transportation Levels of Service - Next Steps - Public Works,** 10 Minutes
LOS Workshop_101420.pdf
- 9.D **(8:30 PM) Development Moratorium - Ordinance No. 2020-29 Further Narrowing the Moratorium to the Shoreline Properties in the Winslow Master Plan Study Area - Planning,** 10 Minutes
Ordinance No. 2020-29 Further Narrowing the Development Moratorium to Shoreline Properties within the WMPSA
Exhibit A (Work Plan) to Ordinance No. 2020-29
Exhibit B (Map) to Ordinance No. 2020-29
- 9.E **(8:40 PM) Ordinance No. 2020-34 Prohibiting New Self-Service Storage Uses, Consider Scheduling Adoption - Planning,** 10 Minutes
20201029 Public Hearing DRAFT Ordinance No. 2020-34 Self-Service Storage Facilities.docx
Exhibit A to Ordinance 2020-34.docx

Ordinance No. 2020-12 Extending Moratorium on Self-Service Storage Facilities Approved 051220.pdf

9.F (8:50 PM) Ordinance No. 2020-36 Relating to an Extension of the Self-Service Storage Moratorium, Set the Public Hearing - Planning, 10 Minutes

Ordinance No. 2020-36 Extending the Moratorium on Self-Service Storage Facilities
ORD NO. 2020-12 EXTENDING MORATORIUM ON SELF-SERVICE STORAGE FACILITIES

9.G (9:00 PM) Update on Ethics Board Operating Rules - Executive, 15 Minutes
Ethics Board Operating Rules - Revised and Adopted 10-19-2020

10. NEW BUSINESS

10.A (9:15 PM) Contract Amendment, 100% Cost Recovery Fee Study PCD - Planning, 5 Minutes
Amendment No 1 to PSA with FCS Group for Fee Study
Fully Executed FCS Group PSA Contract Signed 122019.pdf
Consultant Request for Budget Adjustment

10.B (9:20 PM) Resolution No. 2020-17, Old Mill Road Speed Limit Change - Public Works, 5 Minutes
Old Mill Road Speed Limit Recommendation 102720.pdf
Resolution No 2020-17 Old Mill Road Speed Limit Change.docx

10.C (9:25 PM) City Hall Solar System Acquisition - Public Works, 10 Minutes
Solar Purchase Agreement Draft - Bainbridge Island - 10-23-20.PDF
COBI Solar FMV Analysis from UMC.pdf
Memo from A. Snyder to City of Bainbridge Island - 10-23-20.pdf
Memo from Public Works Director regarding City Hall Solar System FMV Analysis 102320.pdf
2019 Bainbridge City Hall Estimate from Sunergy Systems for New Solar System.pdf
Bainbridge City Hall Solar System Layout - 297 modules.pdf

10.D (9:35 PM) City Hall Solar Facility Budget Adjustment - Public Works, 5 Minutes

10.E (9:40 PM) 2020 Road Preservation Project Change Order No. 2 – Public Works, 5 Minutes
Change Order 2-rev(3).xlsx

10.F (9:45 PM) Agreement with Kitsap County Regarding Jury Panels for Municipal Court - Executive, 5 Minutes
Kitsap County Clerk's Office (Agreement Regarding Jury Panels for Municipal Court).pdf

10.G (9:50 PM) Agreement with Kitsap Humane Society for Animal Control Services for 2021-23 - Executive, 10 Minutes
2021-23 PSA with Kitsap Humane Society

10.H (10:00 PM) Third Amendment to the Agreement for Incarceration of City Prisoners - Police, 5 Minutes
2021 Jail Amendment.docx

11. CONSENT AGENDA

- 11.A (10:05 PM) Agenda Bill for Consent Agenda, 5 Minutes**
- 11.B Accounts Payable and Payroll**
AP Report to Council of Cash Disbursements 10-28-20.pdf
Payroll 10-20-20.pdf
- 11.C Special City Council Meeting Minutes, Town Hall on Public Safety, September 30, 2020**
Special City Council Meeting Minutes, Town Hall on Public Safety, September 30, 2020
- 11.D City Council Study Session Minutes, October 6, 2020**
City Council Study Session Minutes, October 6, 2020.pdf
- 11.E City Council Regular Business Meeting Minutes, October 13, 2020**
City Council Regular Business Meeting Minutes, October 13, 2020.pdf
- 11.F Resolution No. 2020-18 Relating to Net Pens and an Alternate Lease Proposal - Councilmember Carr, 5 Minutes**
Wild Fish Conservancy Lease Proposal Support Resolution.docx
- 11.G Amendment No. 3 to Contract for Indigent Defense Services - Executive, 5 Minutes**
Amendment No. 3 to Contract for Indigent Defense Services
Amendment No. 2 to Contract for Indigent Defense Services - Extension through December 31, 2020
Amendment No. 1 to Contract for Indigent Defense Services - Extension through December 31, 2019
Contract for Indigent Defense Services
2020 - Public Defense Statistic Tracking Form
- 11.H Contract Amendment to the Legal Services Agreement with Kitsap County Prosecuting Attorney's Office - Executive, 5 Minutes**
Contract Amendment to Legal Services Agreement (KC-535-19A)
2021 Base Salary Breakdown
Legal Services Agreement (KC-535-19) - Executed 12-4-2019
- 11.I Agreement with West Sound Wildlife Shelter for Wild Animal Control - Executive, 5 Minutes**
2021-26 PSA with West Sound Wildlife
2021-26 PSA - Letter from West Sound Wildlife Shelter.pdf
- 11.J Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan - Executive, 5 Minutes**
Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan
Exhibit A to Resolution No. 2020-20: Kitsap County Multi-Hazard Mitigation Plan
- 11.K Registered Sex Offender Address and Residency Verification Memorandum of Understanding with the Kitsap County Sheriff's Office - Police, 5 Minutes**
2020-21 WASPC KCSO Registered Sex Offender Grant MOU Bainbridge Island PD.pdf

- 11.L **Interlocal Agreement with Kitsap County Regarding Emergency Vehicle Operation Course (EVOC) Training - Police**, 5 Minutes
[2020 KCSO EVOC ILA.pdf](#)

12. **COMMITTEE REPORTS - 10:10 PM**
13. **FOR THE GOOD OF THE ORDER - 10:15 PM**
14. **ADJOURNMENT - 10:25 PM**

GUIDING PRINCIPLES

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

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

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

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



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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 15 Minutes

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

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

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

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

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

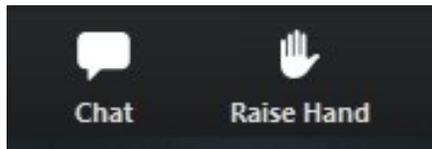
OFFICE OF THE CITY CLERK

SEPTEMBER, 2020

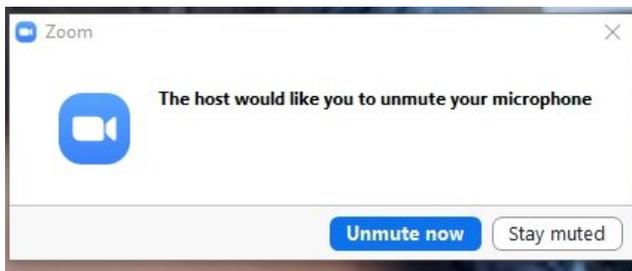
Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov or the City Clerk at cityclerk@bainbridgewa.gov. Members of the public who wish to provide public comment during the remote meeting should follow the instructions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

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT IN REMOTE MEETINGS

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



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



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

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

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

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:35 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:

[October 28 Special City Council Meeting.pdf](#)

[November 4 Special City Council Meeting - Budget Workshop.pdf](#)

[November 10 City Council Regular Business Meeting.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 28, 2020**

REMOTE MEETING ON ZOOM

AGENDA

1. **CALL TO ORDER/ROLL CALL - 6:00 PM**
2. **EXECUTIVE SESSION**
 - 2.A **(6:05 PM) Pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for employment or to review the performance of a public employee. 2 Hours**
3. **ADJOURNMENT - 8:00 PM**

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CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
WEDNESDAY, NOVEMBER 04, 2020**

REMOTE MEETING ON ZOOM

BUDGET WORKSHOP

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM
2. APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE
3. BUDGET DELIBERATIONS
 - 3.A **Budget Discussion #6** 2 Hours
4. FOR THE GOOD OF THE ORDER
5. ADJOURNMENT

GUIDING PRINCIPLES

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CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, NOVEMBER 10, 2020

REMOTE MEETING ON ZOOM

AGENDA

1. CALL TO ORDER/ROLL CALL - 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 [Recognition of Service of Councilmember Medina - Mayor Schneider](#), 20 Minutes
 - 7.B [\(x PM\) Proclamation Honoring Veterans Day on November 11, 2020 - Mayor Schneider](#), 5 Minutes
8. FUTURE COUNCIL AGENDAS
9. BUDGET DELIBERATIONS
 - 9.A [Budget discussion #8](#) 30 Minutes
10. PUBLIC HEARING(S)
 - 10.A [Final Public Hearing for Ordinance No. 2020-31 Relating to the 2021-22 Biennial Budget - Finance](#), 10 Minutes
 - 10.B [Public hearing on self-service storage moratorium extension or adoption of self service storage prohibition ordinance.](#) 20 Minutes

11. UNFINISHED BUSINESS

11.A Approval of Climate Action Plan 15 Minutes
Bainbridge Island Climate Action Plan for consideration of approval

11.B City Manager Search Process - Mayor Schneider, 20 Minutes

12. NEW BUSINESS

12.A Robert Stevenson Memorial Bench Donation Agreement - Public Works, 10 Minutes
Agreement -Sanders bench.docx
Attachment A_bench_CA-2_series.pdf
Attachment B_aerial location.pdf
Attachment B_context location.pdf

12.B (x PM) Appointments to the Lodging Tax Advisory Committee - Mayor Schneider, 10 Minutes

12.C Cancellation of Professional Services Agreement with Olympic Property Group for development of City-owned "Suzuki" site at New Brooklyn and Sportsman Club Roads 10 Minutes

13. COUNCIL DISCUSSION

13.A Process and Schedule to Fill North Ward Council Vacancy - Mayor Schneider, 15 Minutes

14. CONSENT AGENDA

15. COMMITTEE REPORTS

16. FOR THE GOOD OF THE ORDER

17. ADJOURNMENT

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CITY OF
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City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:45 PM) Budget Discussions #5,

SUMMARY: Staff presented the Proposed Budget on September 22, October 6, October 13, and October 20. This is a continuation of discussions on the budget.

AGENDA CATEGORY: Discussion

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: At this meeting, City staff plan to summarize the Council's preliminary decisions from Oct. 20 and review the net fiscal impacts of those items. As shown in the attached presentation, the Council identified 10 changes to the Proposed Budget and three additional outstanding questions.

Each of these decisions and outstanding questions will be discussed in detail at the budget workshop planned for Nov. 4.

The preliminary budget motions made at the October 20, 2020 study session are attached.

ATTACHMENTS:

[CouncilDecisionSummary CC 10272020.pdf](#)

[10-20 BUDGET MOTIONS.pdf](#)

FISCAL DETAILS:

Fund Name(s): Other

Coding:



CITY OF
BAINBRIDGE ISLAND

Summary of October 20 Budget Deliberations

October 27, 2020

Recap of Council deliberations on Oct. 20

- Council passed 10 motions that identified preliminary changes to the Proposed Budget
- Council identified 3 items for follow-up/additional discussion
- Summary presented tonight
- Detailed staff feedback and additional Council discussion for each of these is planned for Nov. 4 budget workshop

Tier 1: Highest level Financial 10-year Impacts

Motion	Amount	Recurring/ Onetime	Vote
Add Climate Adaptation Officer	\$135,000/yr.	Ongoing	6-0
Set aside TBF for Sustainable Transportation Priority projects	\$600,000	Onetime	6-1
Eliminate Planner position	(\$102,000)/yr.	Ongoing	6-0
Add Natural Resources Senior Planner	\$124,000/ yr.	Ongoing	6-0

Tier 2: Mid-level Financial 10-year Impacts

Motion	Amount	Recurring/ Onetime	Vote
Climate Action Plan Increase	\$200,000	Onetime	4-2
STO to Coppertop	\$200,000	Onetime	5-2
Senior Center Project Improvements	\$160,000	Onetime	7-0
Suyematsu Farm Improvements	\$78,000	Onetime	7-0

Tier 3: Lowest-level Financial 10-year Impacts

Motion	Amount	Recurring/ Onetime	Vote
National Citizens Survey	\$15,000	Onetime	6-0
Remove Complete Streets Prof. Services	(\$25,000)	Onetime	5-1
Defer Country Club Bulkhead Project	\$525,000	Onetime	7-0

Net Impacts – Preliminary Changes

Description	Amount
Net One-time Impacts to Fund Balance	\$1,228,000
Net Annual Recurring Impacts	\$157,000

Fiscal Capacity

Baseline – Proposed Budget

- Sustains recurring expenses for 6 years
- Meets reserve requirements for 6 years

Adjusted for I-976 Ruling

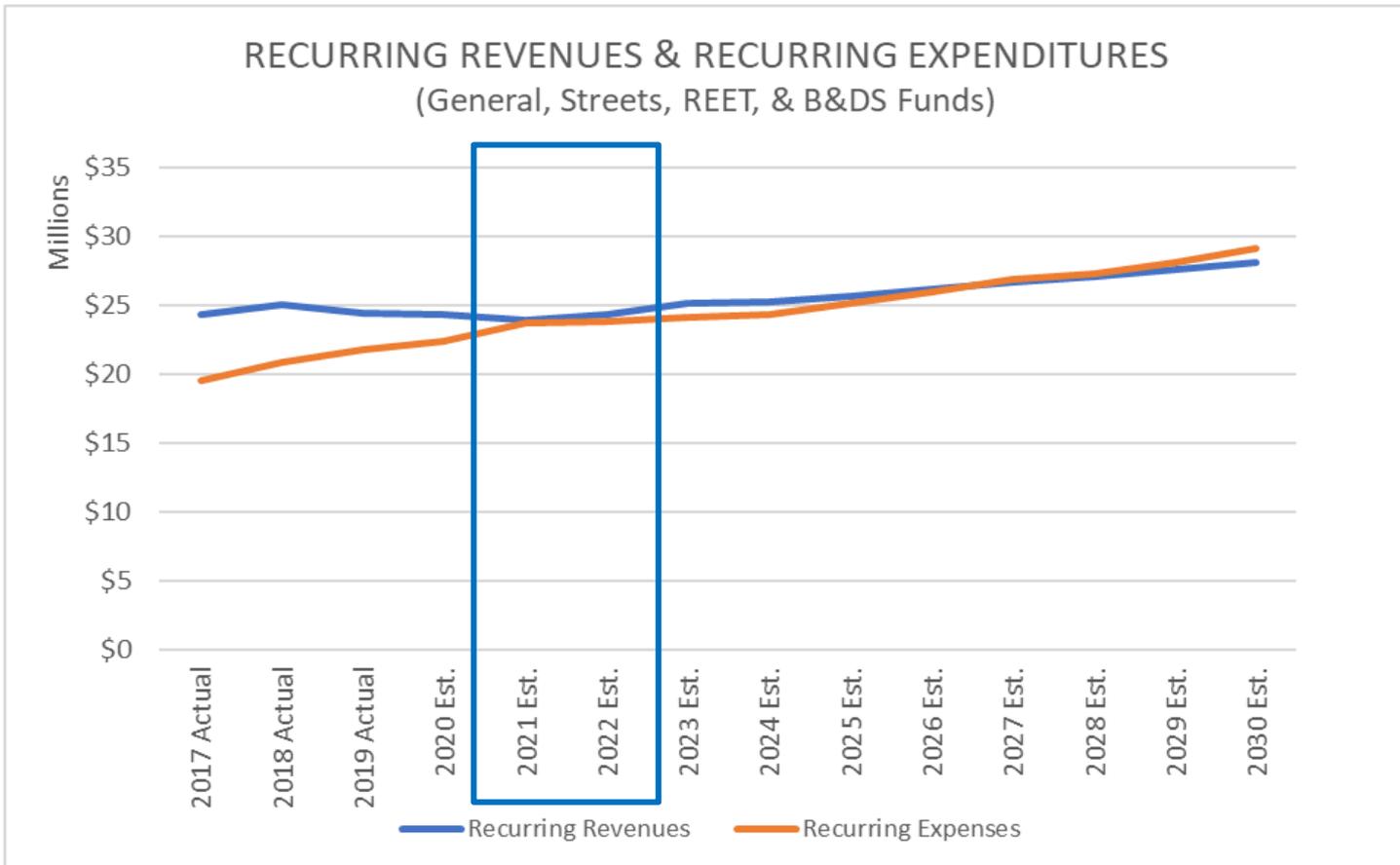
- Sustains recurring expenses for 9 years
- Meets reserve requirement for 9 years

Fiscal Capacity

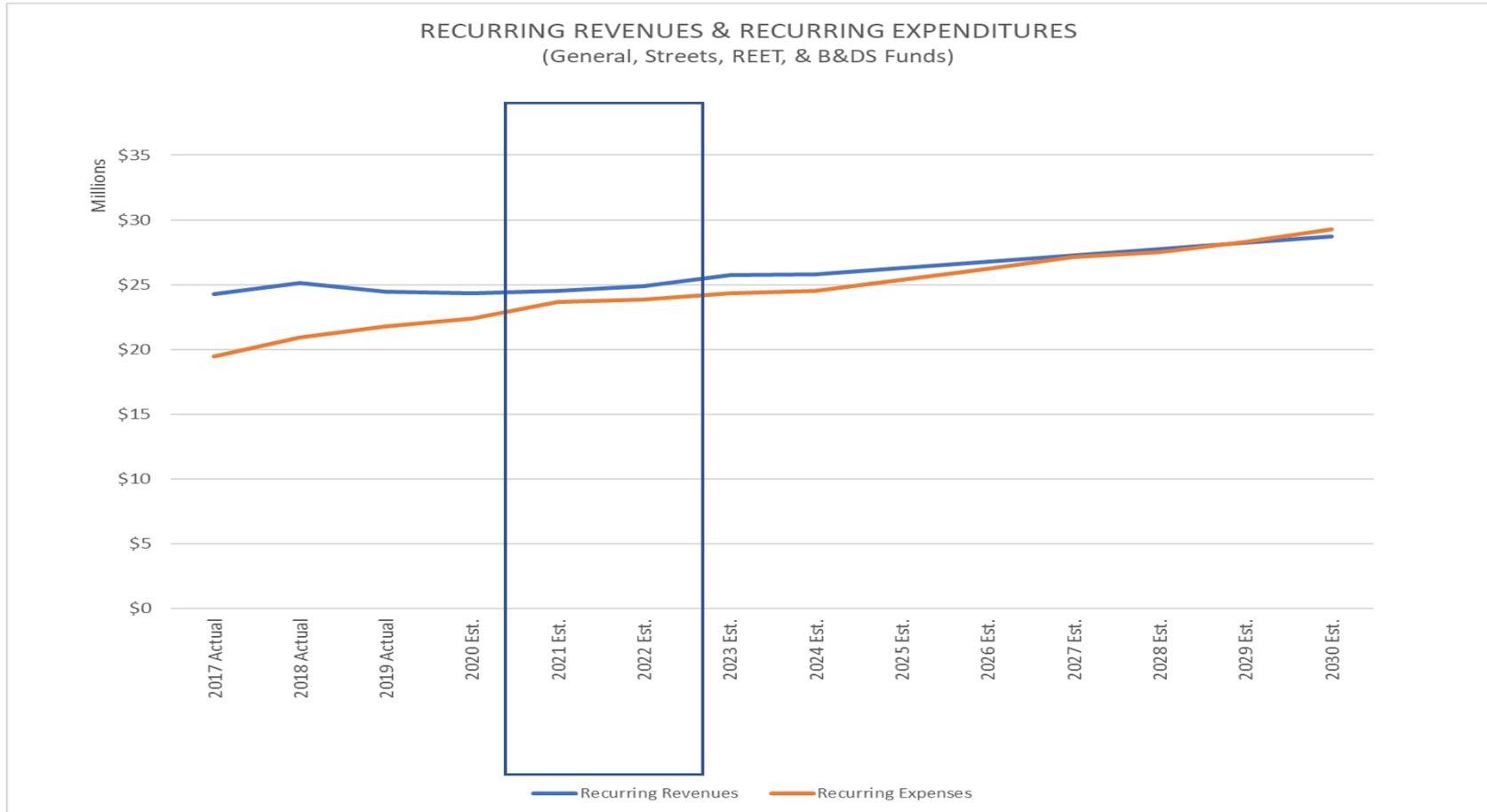
Baseline + I-976 Ruling + Preliminary Changes

- Sustains recurring expenses for 8 years
- Meets reserve requirement for 7 years

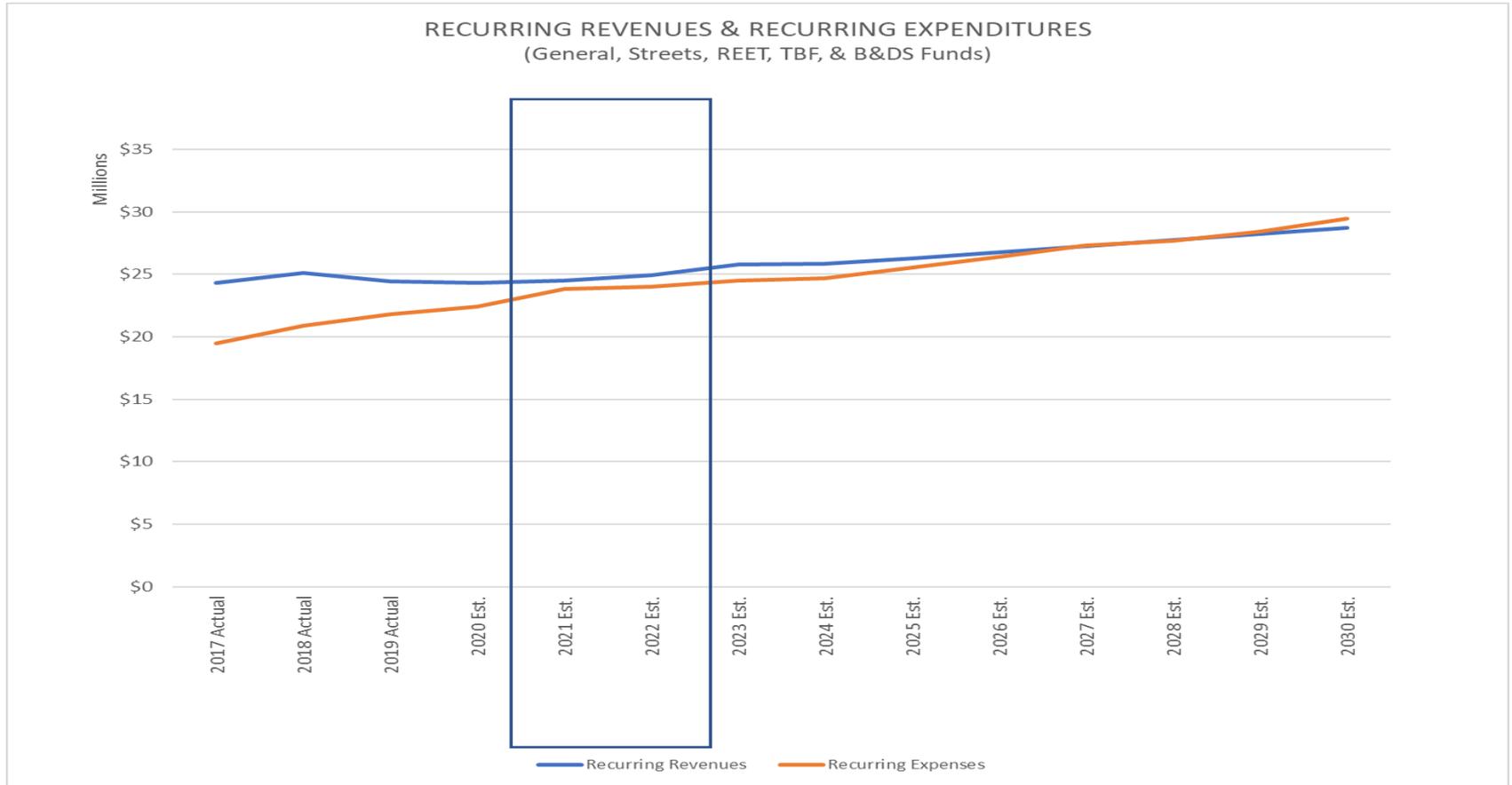
2021-2022: Proposed Budget



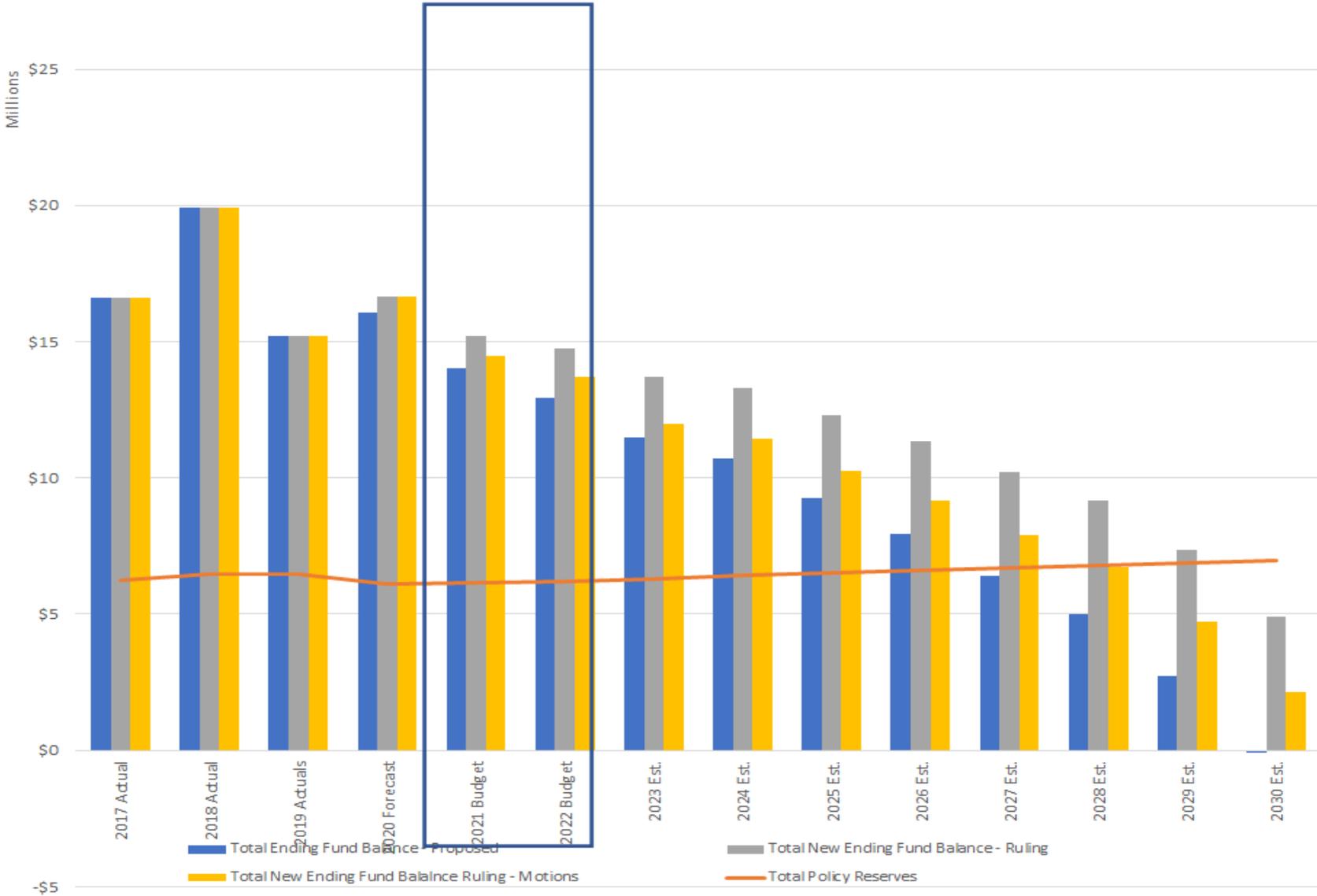
2021-2022: Revised per Ruling



2021-2022: Revised Per Ruling & Preliminary Changes



COMPARATIVE ENDING FUND BALANCE & RESERVE TARGET (General, Streets, REET, TBF, & B&DS Funds)



Discussion On November 4

- ❖ Additional detail on each preliminary change
- ❖ Additional info on three outstanding questions:
 - ✓ *Winslow Way rain garden fencing*
 - ✓ *City Hall Renovation Project*
 - ✓ *City Hall Security System*



DISCUSSION



QUESTIONS

BUDGET MOTIONS

OCTOBER 20, 2020

APPROVED MOTIONS

MOTION: I move to add to the CIP \$200,000 to plan and design the Coppertop/Sakai/Woodward Trail, which extends the STO from the pond in Sakai Park, north to Sportsman's Club Road and creates new safe access to Sakai and Woodward schools through the Coppertop Industrial Park.

Schneider/Medina: The motion carried 5-2 with Councilmembers Hytopoulos and Nassar voting against.

MOTION: I move to put \$60,000 of funding in the 2021-22 CIP for Senior Center improvements and \$100,000 for 2023-24 budget for Senior Center improvements.

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

MOTION: I move to include for this biennium \$78,000 in General Funds for the structural preservation work to include the stabilization of the picker cabins at the Suyematsu farms and the clearing of brush and debris from structures on the Suyematsu site, as well as interpretive signage.

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

MOTION: I move to designate \$600,000 from the Transportation Benefit fund balance for high priority short-term projects resulting from the Sustainable Transportation planning.

Schneider/Nassar: The motion carried 6-1 with Councilmember Hytopoulos voting against.

MOTION: I move to replace the proposed Q1 2021 hiring of the existing planner position vacancy with a natural resource senior planner position.

Carr/Nassar: The motion carried 6-0 with Mayor Schneider abstaining.

MOTION: I move to defer the Country Club Road bulkhead reconstruction project to at least 2023 to allow time to develop an island-wide strategy for shoreline roadways that aligns with our Climate Action Plan.

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

MOTION: I move to delete \$25,000 from the Public Works' 2021 professional services budget for the Complete Streets ordinance development.

Carr/Nassar: The motion carried 5-1, with Mayor Schneider voting against and Councilmember Medina absent.

MOTION: I move to add \$15,000 in General Funds to the 2021-22 budget for the National Citizens Survey.

Hytopoulos/Schneider: The motion carried 6-0 with Councilmember Medina absent.

AMENDED MOTION: I move that we add a FTE climate adaptation officer to our staffing to be located in the Executive Department to be funded separately from the \$300,000 proposed funding for the Climate Action Plan implementation.

Deets/Pollock: The amended motion passed 6-0 with Councilmember Medina absent.

MOTION: I move to add \$200,000 to the climate change implementation budget which is currently held at \$300,000.

Nassar/Pollock: The motion carried 4-2 with Mayor Schneider and Councilmember Hytopoulos voting against and Councilmember Medina absent.

WITHDRAWN MOTION

MOTION: I move to remove the Winslow rain garden safety fencing from the CIP.

Nassar/Pollock: The motion was withdrawn.



CITY OF
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City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:15 PM) Winslow Water Tank Financing and Funding Alternatives - Public Works,

SUMMARY: Staff is seeking approval from the City Council to explore funding and financing options to support the cost of the Winslow Water Tank Replacement Project.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward for approval with the November 10, 2020 consent agenda authorization for the City Manager to explore financing and funding options from the Washington State Drinking Water Revolving Fund and the FEMA grant program to support the Winslow Water Tank Replacement Project.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: The 2021-26 Capital Improvement Plan includes \$11.5M for the Winslow Water Tank Replacement Project. While the City's Water Fund reserves will likely be able to support a portion of this project cost, City staff is recommending exploring other supplemental funding and financing options.

The two options included in this agenda item are a FEMA Building Resilient Infrastructure and Communities grant (deadline for application is 11/15/20) and a low interest loan from the Washington State Drinking Water Revolving Fund (deadline for application is 11/30/20). The funding and financing opportunities require documentation that the City Council has reviewed and authorized the applications.

The Council would have an opportunity in the future to discuss and make decisions on accepting any funding or financing offers that are received as a result of these applications.

ATTACHMENTS:

[SRF Fact Sht.pdf](#)

[Building Resilient Infrastructure and Communities \(BRIC\) FEMA.gov.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s): Water Fund

Coding:



2020 Drinking Water State Revolving Fund (DWSRF) Construction Loan Overview

331-630 • 9/15/2020

Cycle open for applications: October 1 to November 30. An online application in Washington Loan Tracking network (WALT) is available for application submittal and a WALT user's guide is posted on the DWSRF webpage at doh.wa.gov/DWSRF.

Amount available to award: \$45 million in loan.

Maximum award: \$5 million per jurisdiction.

Loan information: 1.0 percent loan origination fee, 1.75 percent standard interest rate for 20-year loan term. Disadvantaged systems and consolidation projects qualify for 1.25 percent interest rate, up to 50 percent principal forgiveness (subsidy), and up to 30-year loan term.

Eligible entities: Group A community water systems (publicly owned, privately owned, and for-profit), Group A nonprofit non-community water systems, Group B systems that become a Group A system through consolidation, and tribal systems not receiving other SRF set-aside funding for the project

Non-eligible entities: Federally and state owned systems (however, these systems can be part of a consolidation project), Group A for-profit non-community water systems, Group B water systems that remain a Group B system.

Eligible projects: Projects must address a public health risk, **resiliency, or upgrade deteriorating facilities**. Projects where the primary focus is for operation and maintenance, future growth, or **fire flows will not be eligible for funding**.

Eligibility requirements: All applicants **must** have an approved Water System Plan (WSP), a Small Water System Management Program (SWSMP), or plan amendment containing your DWSRF project to be eligible for funding. An emergency rule change to WAC 246-296-100 is in effect to address this eligibility requirement. To be eligible for DWSRF funding, one of the following criteria must be met:

- The planning document must remain valid through November 30, 2020
- OR
- The planning document has been submitted to the regional office for review by November 30, 2020 and receives regional office approval by March 30, 2021.

Also must have ability to obtain required water rights (if needed for the project) and have legal control of the project site. All funded projects must be reviewed and approved by the regional engineer prior to proceeding to construction.

Scoring and ranking: All projects scored and ranked based on health risk being addressed. Funds awarded to highest ranking projects until funding is exhausted. Similarly, subsidy is awarded to highest ranking projects until subsidy is exhausted; not all projects that are eligible for subsidy will receive subsidy.

Application review process: All applications reviewed for completeness and eligibility in December and January. If the application is incomplete, systems will be notified and have 14 calendar days to provide any missing information. Applicants will be notified in February 2021 regarding their funding status. If funded, loan agreements will be generated in July 2021.

The DWSRF 2020 Construction Loan Guidelines will be available prior to October 1 at doh.wa.gov/DWSRF.

For more information, contact [Janet Cherry](#), 360-236-3153.

 An official website of the United States government
[Here's how you know](#)



FEMA

Hazard Mitigation Assistance Grants

Building Resilient Infrastructure and Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

On September 30, 2020, FEMA opened the application period for the **FY20 Hazard Mitigation Assistance (HMA) Notices of Funding Opportunities (NOFOs)** for the new BRIC pre-disaster mitigation grant program and the Flood Mitigation Assistance (FMA) grant program.

Visit the [FY20 HMA NOFO webpage](#) for detailed information about applying for funding.

Before, When and After You Apply for BRIC Funding

Get the answers to your questions about applying for BRIC funding as you navigate through the application process from start to finish.

- [Before You Apply](#).
- [When You Apply](#).
- [After You Apply](#).

Summer Engagement Series

This July, we hosted a Summer Engagement Series to discuss key elements of the newly developed BRIC program.

View [recordings and presentations from the sessions](#) describing the program and how it relates to building codes, Community Lifelines, nature-based solutions and more.

Reducing Risk through Hazard Mitigation

The Building Resilient Infrastructure and Communities (BRIC) program aims to categorically shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience. FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design. For example, an innovative project may bring multiple funding sources or in-kind resources from a range of private and public sector stakeholders or offer multiple benefits to a community in addition to the benefit of risk reduction.

Through BRIC, FEMA will continue to invest in a variety of mitigation activities with an added focus on infrastructure projects and [Community Lifelines](#).

Additional Resources

Infographic

View the Building Resilient Infrastructure and Communities [infographic](#).

Featured Guide: Nature-Based Solutions

[Building Community Resilience with Nature-Based Solutions: A Guide for Local Communities](#) will help communities identify and engage the staff and resources that can play a role in building resilience with nature-based solutions. The guide provides background information on nature-based solutions; presents the business case; and provides practical advice for planning and implementation.

Resources for the Building Resilient Infrastructure Communities (BRIC) Program

These program [support materials](#) provide important information on various activities under the new BRIC grant program to support building codes, partnerships, project scoping and more.

FEMA Grants Outcome (FEMA GO) for Hazard Mitigation Assistance Grants

[FEMA GO](#) is the grants management system to use for applying for the Building Resilient Infrastructures and Communities (BRIC) and Flood Mitigation Assistance (FMA) non-disaster hazard mitigation grant programs.

FY2020 Hazard Mitigation Assistance Grants NOFO Webinar Series

These [presentations and transcripts](#) provide an overview of the grant programs and details about the agency's funding priorities and review process as outlined in the (FY20) Notices of Funding Opportunities (NOFOs) to prepare applicants to apply for funding beginning on September 30, 2020.

Mitigation Action Portfolio

A resource to [introduce stakeholders to the BRIC grant program](#) and the array of eligible hazard mitigation activities that can benefit stakeholders.

BRIC Timeline



This graphic illustrates the process and timing of the BRIC roll out.

Since the [Disaster Recovery Reform Act of 2018 \(DRRA\)](#) was signed into law, FEMA has been working to develop the Building Resilient Infrastructure and Communities (BRIC) program.

FEMA published notice of the BRIC proposed policy in the [Federal Register](#) for public comment, which closed on May 11, 2020.

While FEMA is finalizing the BRIC policy, a [NOFO](#) was released on August 4, 2020. The NOFO is posted on [grants.gov](#) and provides detailed program information and other grant application and administration requirements.

The application period to apply for fiscal year 2020 BRIC funding was opened on September 30, 2020. There is \$500 million available in BRIC funding. For more detailed information on applying, visit [the NOFO webpage](#). FEMA encourages applicants and subapplicants to apply for BRIC funding before the deadline on January 29, 2021 at 3 p.m. Applications submitted after this deadline will not be considered for funding. Project selections for awards is anticipated in Summer 2021.

Summary of Stakeholder Feedback

To support the development of the Building Resilient Infrastructure and Communities (BRIC) program, FEMA engaged in a comprehensive stakeholder engagement process in 2019 that

program, FEMA engaged in a comprehensive stakeholder engagement process in 2019 that leveraged an online crowd-sourcing platform, virtual and in-person listening sessions. FEMA heard from federal, state, tribal, and territorial stakeholders, as well as local partners, and members of the general public about the challenges they face in implementing mitigation projects and recommendations for how BRIC can be responsive to their mitigation needs at all levels of government.

In total, FEMA received 75 formal letters and approximately 5,000 comments with feedback from engagements and emails. The stakeholder feedback was compiled into a 72-page summary that provides information about the concerns expressed by stakeholders and their recommendations to address those concerns.

Summary of Stakeholder Feedback Report

Supplemental Information Sheet

Last updated September 30, 2020

[Accessibility](#) [Accountability](#) [Careers](#) [Contact Us](#) [FOIA](#) [Glossary](#) [No FEAR Act](#)

[Plug-Ins](#) [Privacy](#) [Report Disaster Fraud](#) [Website Information](#) [DHS.gov](#) [USA.gov](#)

[Inspector General](#)



FEMA



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:20 PM) Public Hearing on Ordinance No. 2020-30 Relating to Property Tax Levy for Collection in 2021 - Finance,

SUMMARY: Conduct a public hearing on Ordinance No. 2020-30 relating to Property Tax Levy for Collection in 2021.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Conduct public hearing on Ordinance No. 2020-30. Following the public hearing, the suggested action is:

I move to forward to the November 10, 2020 Unfinished Business portion of the agenda Ordinance No. 2020-30 relating to Property Tax Levy for Collection in 2021.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: Washington state uses a budget-based property tax system. This means that cities, as part of their annual budget process, must first establish the total dollar amount of property tax revenue they wish to generate for the upcoming year, subject to several restrictions. Once the total dollar amount is established, the levy rate is calculated based on the assessed valuation and other factors. These requirements are necessary for both annual and biennial budgets. There are three steps to complete the necessary requirements: First, a public hearing needs to be scheduled by the Council. Second, a public hearing must take place. And third, the ordinance must be adopted by the Council that states both the dollar increase and the percentage change from the prior year. The City must certify its desired levy amount each year via ordinance to the County Assessor no later than November 30th in order to levy taxes for the subsequent budget year. The 2021 proposed property tax estimate is calculated by the Kitsap County Assessor's office. The dollar increase to the 2020 total levy of \$7,882,699 is \$47,746, which is an increase of 0.605706%, plus an increase of \$64,927 equal to the amount allowed under the new construction provisions of RCW 84.55.010, plus the tax refund amount of \$41,019, for a total new levy amount of \$8,036,391. Additional detail is provided on the attached sheet, which is provided by the Kitsap County Assessor's office. In addition, Ordinance No. 2020-30 will levy \$614,600 to pay the 2021 debt

service cost of the 2013 Refunded Voted Open Space General Bond Obligation Bonds. The levy is equal to the amount of the debt service.

ATTACHMENTS:

[Ordinance No. 2020-30 Relating to the Levy of Property Taxes for Collection in 2021.docx](#)

[City of Bainbridge Island Levy Limit 9 28 2020 TY2021.docx](#)

[Property Tax Ordinance Presentation CC 102720 Final.pdf](#)

FISCAL DETAILS: The 2021-2022 adopted biennial budget is supported by estimated property tax revenues that were forecast during the creation of the budget this year. The revenue estimates in the 2020 budget assume the changes after the public hearing and the City Council's adoption of the ordinance take place. Property taxes are recorded as revenue in both the General Fund and the General Obligation Bond Fund.

Fund Name(s):

Coding:

Public Hearing Draft for Property Tax Levy Revenue Hearing

ORDINANCE NO. 2020-30

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the levy of property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2021, on all real and personal property within the City that is subject to taxation; levying both general property taxes for the purpose of providing sufficient revenue to carry on the usual activities of the City as required by law, and special levy taxes as authorized by the voters in the November 6, 2001, election.

WHEREAS, the City Council of Bainbridge Island has considered the financial requirements of the City for 2021 as set forth in the proposed 2021-2022 Biennial Budget that has been provided by the City Manager to the City Council, and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property which are included therein; and

WHEREAS, the population of the City is greater than 10,000; and

WHEREAS, the City Council properly provided notice of and conducted the public hearing on October 27, 2020, to consider the City's revenue sources for the City's 2021 General Fund budget; and

WHEREAS, the previous year's actual levy was \$7,882,699; and

WHEREAS, the City Council, after hearing and duly considering the relevant information and testimony presented, has determined that the City requires an increase in property tax revenue from the previous year equal to 0.605706 percent of the amount levied for collection in 2020 as authorized by Chapter 84.55 RCW (see, e.g., RCW 84.55.005, RCW 84.55.010), in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, at an election held on November 6, 2001, the voters of the City approved and authorized the City to issue general obligation bonds to finance the costs of acquiring and preserving forested areas, open space, wildlife habitat, and farms and agricultural lands and creating new trails and passive parks, and to levy excess property taxes to repay such bonds (referred to as the "2002 Unlimited Tax General Obligation Bonds" and the "Unlimited General Obligation Bonds, 2004"); and

WHEREAS, on June 26, 2013, the City Council approved Ordinance No. 2013-14 refunding all the 2002 bonds and most of the 2004 bonds; and

WHEREAS, the debt service on such bonds for the year 2021 will be \$614,600.

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

Section 1. The 2020 regular property tax levy for collection in 2021 is declared to be the previous year's levy of \$7,882,699 plus an increase of \$47,746, which is an increase of 0.605706 percent, plus an increase equal to the amount allowed under the new construction provisions of RCW 84.55.010 of \$64,927, and any increase in the value of state-assessed property, as well as any additional amounts resulting from any refunds made of \$41,019. The total is \$8,036,391.

Section 2. In addition to the City's regular property tax levy described in Section 1 above, there is levied for collection in 2021, upon all property, both real and personal within the City and within the area subject to taxation, a voter-approved special levy property tax to pay the debt service on the City's 2002 and 2004 Unlimited Tax General Obligation Bonds which were refunded in 2013. The special levy to pay the 2021 debt service on the refunded debt service amount is \$614,600.

Section 3. This ordinance shall be certified to the proper Kitsap County officials, as provided by law. The taxes levied in this ordinance shall be collected and paid to the Director of Finance and Administrative Services of the City of Bainbridge Island at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. This ordinance shall take effect on January 1, 2021, 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
PASSED BY THE CITY COUNCIL
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

October 9, 2020
_____, 2020
_____, 2020
January 1, 2021
2020-30

2021 TAX YEAR LEVY LIMIT CALCULATION

CITY OF BAINBRIDGE ISLAND

District # 8730

Previous Year's Levy Including Any Refunds & Canceled Taxes Levied = 7,882,699

The district's resolution or ordinance must authorize any increase in terms of both the dollars and percentage over the previous year's levy. This increase is exclusive of new construction, increases in state assessed property (utilities), any annexations and refunds requested.

Highest Allowed Levy Since 1986 = 7,851,926

Differences between this amount and the previous year's levy are refunds and canceled taxes levied last year which are not included in this amount and/or any banked capacity your district may have.

1% Increase to Highest Allowed Levy = 7,930,445

This is the maximum allowed but may change to match what is authorized by resolution or is lawfully allowed for your district. It is exclusive of the items listed under the previous year's levy. The dollar and percent increase over the previous year's actual levy to collect this amount is \$47,746 and 0.605706%.

Amount due to New Construction = 64,927

New construction assessed value 75,960,430 X .854753 (the prior year's levy rate) = 64,927

Amount due to Increase in Utilities = 0

This amount will be zero until the values are received from the Department of Revenue. Since this amount may be unknown when you have your budget hearings, you may want to add an amount in your budget or levy certification in order to collect any unknown amount due to an increase in utilities.

AV of Annexed Property = 0

Amount due to Annexations = 0

The amount due for annexations is set when assessed values are final in January. Districts with annexations may want to add an amount in the budget or levy certification for any increases allowed.

Current Total Assessed Value = 9,559,614,955

This amount may fluctuate until values are final in January.

Tax Refunds & Canceled Taxes less Supplements = 41,019

Please include a dollar amount for refunds and canceled taxes in your budget and or levy certification to show the district's intent to collect these amounts.

Projected Levy Rate = .83637

Maximum Levy Rate = 2.467926

Maximum levy rates for cities are estimated until final levy rates for Fire and Library Districts are known.

ESTIMATED TOTAL LEVY LIMIT AMOUNT = 8,036,391



CITY OF
BAINBRIDGE ISLAND

Property Tax Ordinance

October 27, 2020

10/27/2020

Property Tax Process:

- ▶ RCW 84.55.120 requires taxing districts that collect regular levies hold a public hearing
- ▶ Ordinance 2020-30 sets the levy amount to be collected in 2021
- ▶ State law limits increase to 1%, plus the value of new construction and tax refunds

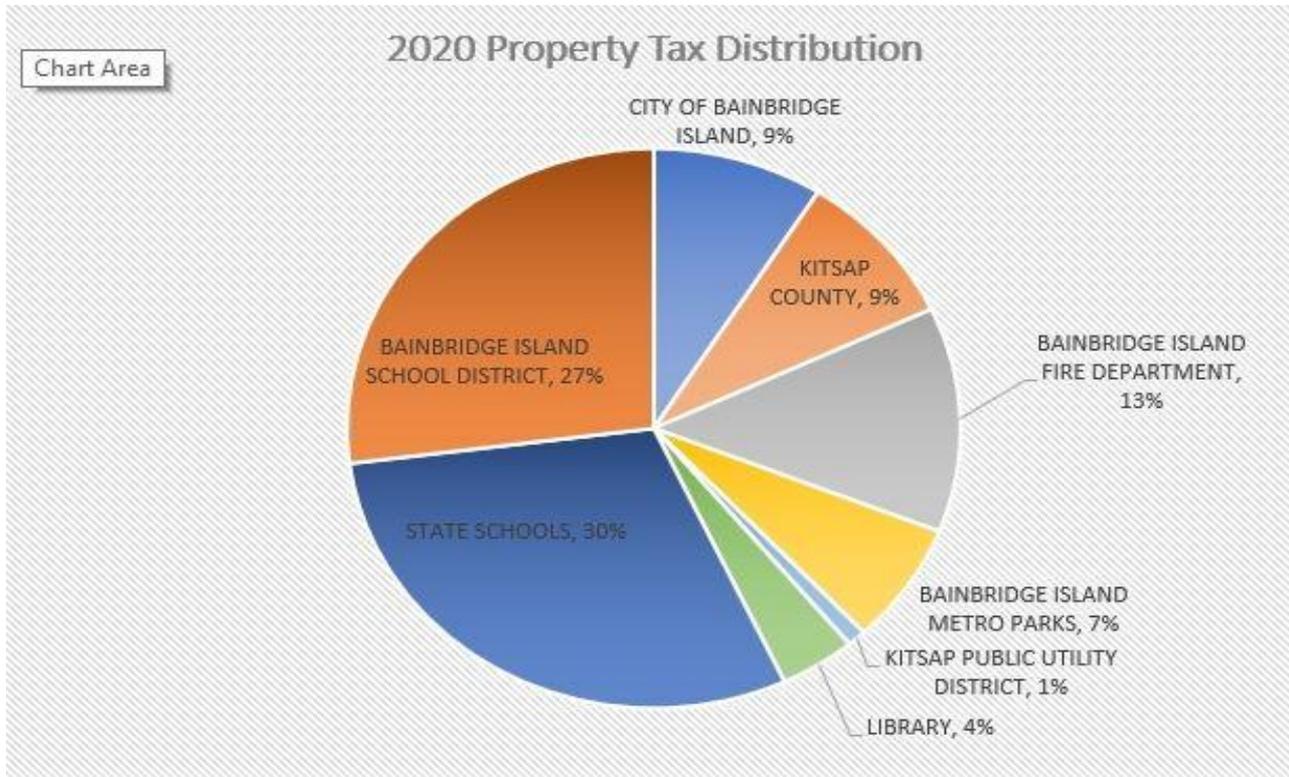
Property Tax Process:

- ▶ Property Tax Levy must be certified to the County Assessor by November 30th

Property Tax Revenue:

- ▶ Single largest revenue source
- ▶ 2021 Proposed Budget is \$7,900,000
- ▶ Proposed Budget assumes a 1% increase
- ▶ Approximately 40% of total General Fund revenue

Property Tax Distribution :



10/27/2020

Property Tax Calculation @ 1%:

2021		
Previous years highest allowed levy	7,851,926	
1% increase	78,519	
New highest allowed levy	7,930,445	a
Previous year's levy amount (includes refunds)	7,882,699	
Total dollar increase over last levy amount	47,746	
Total percent increase over last levy	0.60570%	
Add in New Construction	64,927	b
Tax refunds	41,019	c
Estimated Total Levy for 2021	8,036,391	a+b+c

Requested Action:

- ▶ Motion to forward to the November 10 Unfinished Business portion of agenda

Discussion

Questions

10/27/2020



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:30 PM) Public Hearing for Ordinance No. 2020-31 Relating to the 2021-22 Preliminary Biennial Budget - Finance,

SUMMARY: Conduct a preliminary public hearing on Ordinance No. 2020-31 relating to the 2021-22 Preliminary Biennial Budget.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Conduct preliminary public hearing on Ordinance No. 2020-31 relating to the 2021-22 Preliminary Biennial Budget. Following the public hearing, the suggested actions is:

I move to forward to the November 10, 2020 Budget Deliberation portion of the agenda Ordinance No. 2020-31 relating to the 2021-22 Biennial Budget.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Ordinance No. 2020-31 Adopting Biennial Budget for FY 2021-22.docx](#)

[2021_ Exhibit A.pdf](#)

[2022_ Exhibit B.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Public Hearing Draft for Preliminary Budget Hearing

ORDINANCE NO. 2020-31

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting the final budget of the City for fiscal years ending December 31, 2021, and December 31, 2021.

WHEREAS, on September 4, 2020, in accordance with state law, the budget was submitted to the City Manager with estimates of revenues and requests from all departments for expenditures for the fiscal years ending December 31, 2021, and December 31, 2022; and

WHEREAS, the City Manager reviewed the estimates and made such changes and/or additions as deemed appropriate, and on September 22, 2020, filed the revised preliminary budget with the City Clerk; and

WHEREAS, the preliminary budget was presented to the City Council at a Council meeting on September 22, 2020, and was discussed and considered subsequently by the Council at several Council meetings in October and November 2020; and

WHEREAS, a public hearing was conducted concerning the preliminary budget on October 27, 2020, for the purpose of providing information to, and hearing from, the public regarding the estimates and programs contained in the preliminary budget, and at which hearing all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, the City Council, after hearing and duly considering relevant information provided to the Council regarding the preliminary budget, and after making changes to the preliminary budget as deemed necessary and proper, conducted a public hearing for consideration of the final budget on _____, 2020, and at which hearing all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, the City Council, after hearing and duly considering relevant information and testimony presented, and after making changes to the proposed budget as deemed necessary and proper, is prepared via this ordinance to adopt the final budget for fiscal years ending December 31, 2021, and December 31, 2022.

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

Section 1. The final budget for fiscal years ending December 31, 2021, and December 31, 2022, is hereby adopted in full. The entire budget document is to be placed on file with the office of the City Clerk for public inspection.

Section 2. Attached hereto and identified as Exhibit A (2021) and Exhibit B (2022), in summary form, are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined.

Section 3. Because the amounts of revenues and expenditures to be recorded in the Building & Development Services Fund are not clearly fixed, and because the Building & Development Services Fund receives operating transfers from the General Fund, this budget authorizes additional amounts to be spent from the Building & Development Services Fund and to be covered by additional operating transfers from the General Fund, provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 4. A complete copy of the final budget for fiscal years ending December 31, 2021, and December 31, 2022, as adopted, together with a copy of this ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. This ordinance shall take effect on January 1, 2021.

PASSED by the City Council this __ day of November, 2020.

APPROVED by the Mayor this __ day of November, 2020.

Leslie Schneider Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	October 9, 2020
PASSED BY THE CITY COUNCIL:	November __, 2020
PUBLISHED:	December __, 2020
EFFECTIVE DATE:	January 1, 2020
ORDINANCE NO.:	2020-31

Attachments: Exhibits A and B

**CITY OF BAINBRIDGE ISLAND - 2021 PROPOSED BUDGET
SUMMARY BY FUND**

Exhibit A
ORDINANCE NO. 2020-31

<u>CITY FUNDS</u>	<u>2021 EXPENDITURES</u>
001 GENERAL FUND	19,498,058
101 STREET FUND	3,021,255
103 REAL ESTATE EXCISE TAX FUND	3,518,650
104 CIVIC IMPROVEMENT FUND	225,000
108 AFFORDABLE HOUSING FUND	109,500
171 TRANSPORTATION BENEFIT FUND	400,000
201 GO BOND FUND	1,556,995
203 LID BOND FUND	42,480
301 CAPITAL CONSTRUCTION FUND	11,999,256
401 WATER OPERATING FUND	2,366,922
402 SEWER OPERATING FUND	5,806,947
403 STORM & SURFACE WATER FUND	2,263,668
407 BUILDING & DEVELOPMENT FUND	3,353,372
501 EQUIPMENT RENTAL & REVOLVING	753,000
	<hr/>
TOTAL EXPENDITURES	<u><u>54,915,103</u></u>

**CITY OF BAINBRIDGE ISLAND - 2022 PROPOSED BUDGET
SUMMARY BY FUND**

Exhibit B
ORDINANCE NO. 2020-31

<u>CITY FUNDS</u>	<u>2022 EXPENDITURES</u>
001 GENERAL FUND	20,092,546
101 STREET FUND	3,057,622
103 REAL ESTATE EXCISE TAX FUND	2,842,335
104 CIVIC IMPROVEMENT FUND	250,000
108 AFFORDABLE HOUSING FUND	109,500
201 GO BOND FUND	1,554,535
203 LID BOND FUND	40,780
301 CAPITAL CONSTRUCTION FUND	3,403,544
401 WATER OPERATING FUND	2,210,618
402 SEWER OPERATING FUND	6,110,213
403 STORM & SURFACE WATER FUND	2,642,439
407 BUILDING & DEVELOPMENT FUND	3,457,047
501 EQUIPMENT RENTAL & REVOLVING	270,000
	<hr/>
TOTAL EXPENDITURES	<u><u>46,041,178</u></u>



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:45 PM) Public Hearing on Ordinance No. 2020-22, Extending Small Wireless Facilities Design Standards Interim Official Control - Executive,

SUMMARY: The Small Wireless Facilities Design Standards Interim Official Control is set to expire on November 14, 2020. A public hearing must be held in order to extend the Interim Official Control. An extension is needed to provide time for the City Council to review the Planning Commission's recommendations regarding permanent small wireless facility design standards.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve Ordinance No. 2020-22.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: The Federal Communications Commission (“FCC”) has adopted a Declaratory Ruling, Order, and Regulation (“FCC Order”), which imposes limitations on local municipalities including the City of Bainbridge Island (“City”) regarding processing and review of all permits associated with the deployment of small wireless facilities.

On May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC. The interim official control has since been extended two times via the adoption of Ordinance No. 2019-31 and Ordinance No. 2020-11. The current expiration date of the interim official control is November 14, 2020.

On September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15. The Planning Commission continued its discussion of permanent regulations to replace the interim official control during its October 24, 2019, December 12, 2019, January 23, 2020, May 28, 2020, June 11, 2020, June 25, 2020, July 23 2020, and August 13, 2020 meetings.

On August 13, 2020, the Planning Commission held a public hearing on proposed permanent regulations and made a recommendation to the City Council.

If approved, Ordinance No. 2020-22 would extend the interim official control until May 14, 2021, unless terminated earlier by the City Council. Extension of the interim official control is recommended to ensure that the City has a procedure in place that conforms with the requirements of the FCC Order while the City Council considers the adoption of permanent regulations.

ATTACHMENTS:

[Ordinance No. 2020-22, Extending Small Wireless Facilities Design Standards Interim Official Control](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-22

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communications facilities; leaving the effective date of the interim official control adopted by Ordinance No. 2019-15 unchanged; adopting a work plan; and extending the duration of the interim official control adopted by Ordinance No. 2019-15, and previously extended by Ordinance No. 2019-31 and Ordinance No. 2020-11, for an additional six-month period.

WHEREAS, the Federal Communications Commission (“FCC”) adopted a Declaratory Ruling, Order, and Regulation (“FCC Order”), which imposed limitations on local municipalities, including the City of Bainbridge Island (“City”), regarding processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the City Council finds that the existence of the federal regulations requires the immediate enactment of administrative procedures and processes which comply with the FCC Order; and

WHEREAS, on May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC; and

WHEREAS, the interim official control adopted by Ordinance No. 2019-15 was established for a six (6) month period, which the Council found to be necessary for the immediate preservation of the public peace, health, and safety; and

WHEREAS, contemporaneous with the consideration of Ordinance No. 2019-15, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

WHEREAS, on June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control; and

WHEREAS, the adoption of aesthetic standards for deployment of small wireless facilities and utilization of a concurrent process emphasizing administrative review enables compliance with the federal presumptively reasonable time limits for review of proposed deployments of small wireless facilities; and

WHEREAS, the City was required to enact administrative procedures and process to comply with the new presumptive federal safe harbors on or before January 14, 2019; and

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities, and which regulations will replace Chapter 18.11 BIMC; and

WHEREAS, on August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on October 8, 2019, the City Council set a public hearing on Ordinance No. 2019-31, extending the interim official control adopted by Ordinance No. 2019-15 for six months, on the agenda for the October 22, 2019 Council Meeting; and

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31; and

WHEREAS, on October 22, 2019, following the public hearing, the City Council adopted Ordinance No. 2019-31, extending the interim official control until May 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019, December 12, 2019, and January 23, 2020 meetings; and

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

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency due to the COVID-19 public health emergency; and

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

WHEREAS, the COVID-19 public health emergency continues to significantly impact City operations; and

WHEREAS, due to the COVID-19 public health emergency, the City Council found that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 would be necessary given that the emergency posed by the spread of COVID-19 forced the cancellation of meetings of both the City Council and the Planning Commission; and

WHEREAS, on April 14, 2020, the City Council set a public hearing on Ordinance No. 2020-11, extending the interim official control adopted by Ordinance No. 2019-15, and initially

extended by Ordinance No. 2019-31, for an additional six months, on the agenda for the April 28, 2020 Council Meeting; and

WHEREAS, on April 28, 2020, the City Council held a public hearing on Ordinance No. 2020-11; and

WHEREAS, on April 28, 2020, following the public hearing, the City Council adopted Ordinance No. 2020-11, extending the interim official control until November 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its May 28, 2020, June 11, 2020, June 25, 2020, July 23, 2020, and August 13, 2020 meetings; and

WHEREAS, on August 13, 2020, the Planning Commission held a public hearing on Ordinance No. 2020-04, an ordinance containing permanent small wireless facility design standards; and

WHEREAS, on August 13, 2020, following the close of the public hearing, the Planning Commission forwarded Ordinance No. 2020-04 for City Council consideration with a recommendation proposing several additional changes; and

WHEREAS, the City Council likely will need several meetings to review, discuss, and consider adoption of the Planning Commission's recommendation; and

WHEREAS, on August 12, 2020, a three-judge panel of the U.S. Court of Appeals for the Ninth Circuit entered its decision on five consolidated cases challenging the FCC Order preempting many aspects of local government regulation of small wireless facilities; and

WHEREAS, the City Council will need additional time to understand the impacts of the Ninth Circuit's decision on the Planning Commission's recommendation and Ordinance No. 2020-04; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390, to expeditiously adopt interim official control ordinances due to a public emergency for the protection of the public peace, safety, or health while permanent regulations are developed, vetted, and processed through the City's standard legislative procedures; and

WHEREAS, the City Council finds that the adoption of the interim official control adopted by Ordinance No. 2019-15 allowed the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for its residents to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 is necessary to allow the City Council time to develop, vet, and process permanent regulations to replace the interim official control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim official control; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency nor the effective date of the interim official control, which is May 14, 2019.

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

Section 1. Purpose. The purpose of this ordinance is to extend the interim official control adopted by Ordinance No. 2019-15 for an additional six-month period, unless terminated earlier by the City Council, and to adopt an updated work plan for the adoption of permanent regulations.

Section 2. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2019-15.

Section 3. Duration of Interim Official Control Extended. The interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control until May 14, 2021, six months beyond the current expiration date set by Ordinance No. 2020-11, which, without this extension, would be November 14, 2020.

Section 4. Interim Official Control Work Plan and Hearing. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. The City is hereby extending the interim official control as described herein based on the work plan that has been developed and is attached and incorporated herein as **Exhibit A** to this ordinance, the public hearing that was held related to this ordinance, and the findings of fact related to this interim official control that have been made in this ordinance, Ordinance No. 2020-11, Ordinance No. 2019-31, and in Ordinance No. 2019-15.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency or Effective Date; Extension of Duration. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2019-15, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the “Whereas” clauses in Ordinance Nos. 2019-15 and those “Whereas” clauses are adopted as findings of fact. This ordinance amending the interim official control shall extend the duration of the interim official control for an additional six-month period, until May 14, 2021, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is May 14, 2019. The Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this ____ 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: October 9, 2020
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2020-22

Attachment: Exhibit A



EXHIBIT A

WORK PLAN FOR PERMANENT REGULATIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES (October 27, 2020)

The City has developed, and is proceeding based on, the work program described below to adopt permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

November 2020 through January 2021

- Initial consideration by the City Council, over one or more meetings, of the Planning Commission's recommendations.
- City Council provides direction to staff on whether to proceed with the Planning Commission's recommendations.
- Based on direction from Council, staff will revise draft Ordinance No. 2020-04 as needed.

February/March 2021

- Consideration by the City Council of any revisions made to Ordinance No. 2020-04.
- If significant changes were made to Ordinance No. 2020-04, the City Council may set a time for a second public hearing on Ordinance No. 2020-04 to receive additional public comment.

April/May 2021

- If significant changes were made to Ordinance No. 2020-04, the City Council may hold a public hearing to receive additional public comment.
- Consideration by the City Council of adoption of Ordinance No. 2020-04.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:55 PM) Ordinance No. 2020-33, Declaration of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2021 - Finance,

SUMMARY: The 2021 Adopted Budget and the modifications now proposed to the City Council include a 1.0% increase in the dollar amount being collected (plus charges on new construction). In order to levy this dollar amount, the City must declare substantial need. If the City does not make this declaration, it will not be able to levy this difference in the future, which will reduce ongoing revenue levels.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: I move to approve Ordinance No. 2020-33, Declaration of Substantial Need, to increase the regular property tax levy rate in excess of the implicit price deflator for collection in 2021.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: One of the steps in the process for approving the 2021-22 City Budget includes setting the 2021 Property Tax Levy for collection in 2021. Setting the property tax levy is an annual part of the budget process. If the value of the implicit price deflator (IPD) (a measure of inflation) is 1% or more, property tax levies can increase by a maximum of 1%. If the IPD is less than 1%, jurisdictions that would like to raise their property tax levies by the maximum 1% must pass an ordinance establishing substantial need. This year, the IPD is 0.602%. In order to levy this dollar amount, the City must declare substantial need.

ATTACHMENTS:

[Ordinance No. 2020-33 Declaration of Substantial Need.docx](#)

[101320 Presentation - Declaration of Substantial Need Ordinance.pptx](#)

[MRSC Implicit Price Deflator Overview.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-33

AN ORDINANCE of the City of Bainbridge Island, Washington, stating the intent of the City to increase the levy of general property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2021, at a rate in excess of the increase in the implicit price deflator, and making a declaration and finding of substantial need for the increase.

WHEREAS, Chapter 84.55 RCW provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the amount of regular property taxes lawfully levied for such district in the highest of the three most recent years in which such taxes were levied for such district, plus an additional dollar amount calculated by multiplying the regular property tax levy rate of that district for the preceding year by the increase in assessed value in that district resulting from certain specified activities, including new construction, increases in assessed value due to construction of solar and other specified facilities that generate electricity, improvements to property, and any increase in the assessed value of state-assessed property; and

WHEREAS, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce by September 25 of the year before the taxes are payable; and

WHEREAS, “inflation” for July 2020 is 0.602 percent and the limit factor is 100.602 percent, meaning that the taxes levied in the City of Bainbridge Island in 2020 for collection in 2021 will increase by less than one percent except for the amounts resulting from new construction, increases in assessed value due to construction of solar and other specified facilities that generate electricity, improvements to property, and any increase in the assessed value of state-assessed property; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less upon a finding of substantial need and approval of an ordinance by a majority plus one councilmember, and that the new limit factor shall be effective for taxes collected in the following year only; and

WHEREAS, the Office of Financial Management has estimated the City’s population to be 25,070 which is in excess of 10,000 persons, requiring a declaration of substantial need to approve a tax increase in excess of the implicit price deflator; and

WHEREAS, the City Council will consider the financial requirements of the City for 2021 as set forth in the 2021-22 Adopted Budget with a planned approval by the Council in November or December 2020, and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property which are included therein and will update the projections of the City’s Finance Director; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and that public health situation has resulted in the need for an outlay of significant City resources to address the emergency, while at the same time the economic and financial impacts of the public health situation have resulted in decreases in revenue to fund essential City services; and

WHEREAS, the City Council, after hearing and duly considering relevant information and testimony presented at a public hearing on a separate ordinance regarding revenue sources on October 27, 2020 has determined that the legitimate needs of the City require a declaration and finding of substantial need for the purposes of an increase in excess of the implicit price deflator in the amount of the property tax levy on real and personal property.

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

Section 1. The City Council hereby adopts the findings stated in the Whereas clauses above as a basis for this finding and declaration of substantial need. The City Council has determined that in order to not reduce current service levels and to meet general infrastructure maintenance needs there is a substantial need to increase the property taxes by one percent and to set the levy limit at one hundred and one percent. Additionally, the COVID-19 public health emergency has resulted in the need for increased City expenditures to address the emergency, and that public health situation has also resulted in decreased revenues to fund essential City services. The City Council also recognizes that if the City does not make this declaration, it will not be able to levy this difference in the future, which will reduce ongoing revenue levels.

Section 2. This ordinance has been passed by the affirmative vote of at least a majority plus one of the whole membership of the City Council.

Section 3. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. This ordinance shall be effective five (5) days after its passage 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:	October 9, 2020
PASSED BY THE CITY COUNCIL:	_____, 2020
PUBLISHED:	_____, 2020
EFFECTIVE DATE:	_____, 2020
ORDINANCE NO.:	2020-33



CITY OF
BAINBRIDGE ISLAND

Declaration of Substantial Need Ordinance October 13, 2020

10/13/2020

Declaration of Substantial Need:

- ▶ Establishes City's intent to increase the property tax levy by more than the Implicit Price Deflator (IPD)
- ▶ IPD is 0.602%, must declare Substantial Need
- ▶ State law limit of 1% increase is preserved

Declaration of Substantial Need:

- ▶ IPD roughly \$31,000 less than 1% limit in 2021
- ▶ Sets base for future revenue calculations
- ▶ Substantial need ordinance needed only when IPD below 1%



Implicit Price Deflator

This page provides information on the implicit price deflator (IPD) index for personal consumption expenditures and how it affects property tax rate setting for local governments in Washington State. It includes recent IPD data, as well as sample resolutions and ordinances of substantial need if the IPD falls below 1%.

Overview

The implicit price deflator for personal consumption expenditures is a figure used to measure inflation, and it can impact how much property tax revenue a jurisdiction can collect in any year.

The definition of "inflation" for setting a property tax levy ([RCW 84.55.005](#)) is:

"Inflation" means the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent twelve-month period by the bureau of economic analysis of the federal department of commerce by September 25th of the year before the taxes are payable.

Under state law, no local government may increase its property tax levy more than 1% in a given year, and local governments with a population of 10,000 or more are limited to the lesser of 1% or the rate of inflation ([RCW 84.55.005 - .010](#)). However, if inflation falls below 1%, a jurisdiction with a population of 10,000 or more may adopt a resolution of "substantial need" allowing it to increase the levy (or bank the excess capacity) up to the full 1 percent.

A few jurisdictions also use the implicit price deflator as an inflation index for certain fees or benefits, although it is more common to use the [Consumer Price Index](#).

Inflation Rate for Setting 2021 Property Taxes

The inflation rate for 2019-2020 (as of August 27, 2020) has been sharply reduced to **0.60152%**, which means local governments in Washington with populations 10,000 or greater should plan to adopt a resolution/ordinance of substantial need in order to receive the full 1% increase as allowed by statute. See below for examples. The August 27 data release is the final release before the September 25 statutory deadline in [RCW 84.55.005](#).

How is the IPD Calculated?

The state Department of Revenue (DOR) calculates the IPD using the most recent quarterly numbers reported by the federal Bureau of Economic Analysis (BEA).

Every month BEA publishes an estimate of the quarterly IPD numbers. These quarterly numbers are seasonally adjusted each year in July, and these seasonal numbers form the basis for the prior year IPD personal consumption expenditure number that is used by DOR to calculate inflation. The most recent publication available on September 25 is typically the August publication.

Note that BEA uses anywhere from one to three decimal places.

Resolution or Ordinance of Substantial Need

If the IPD falls below one percent, local governments with a population of 10,000 or more may not increase their property tax levies above the rate of inflation (or bank the excess capacity) unless they adopt a resolution or ordinance of substantial need ([RCW 84.55.0101](#)).

Note that you will have to adopt a separate resolution or ordinance for every levy your jurisdiction imposes. For instance, if your county has a current expense levy, a road levy, and a conservation futures levy, and assuming you want to levy the full 1% increase for all three levies, you will need to adopt three separate substantial need findings. Likewise, if a city or a fire district has a separate EMS levy on top of its regular/general fund levy, it would need to adopt findings of substantial need for both levies.

If the local legislative body has five or more members, the resolution must be approved by a "majority plus one" supermajority for passage. If the legislative body has four members or less, it must be approved by a simple majority.

Practice Tip: There is no clear definition of "substantial need," and it depends on the needs and requirements of each individual jurisdiction. Each jurisdiction should document its evidence to support those needs in written findings that are included within the ordinance/resolution (such as a documented increase in the costs of services in excess of current inflation factors). See the examples below.

Local governments with a population under 10,000 may increase their property tax levies up to 1% regardless of the latest inflation data, so they do not need to adopt a resolution or ordinance of substantial need.

Examples of Substantial Need Resolutions/Ordinances

Below are examples of resolutions and ordinances of substantial need from a variety of local governments in Washington.

General Template

- [Washington Department of Revenue Example Resolution #2](#) (2010) – Sample language for a resolution of substantial need

City Regular/General Fund Levies

- [Anacortes Resolution No. 1935](#) (2015) – Reasons cited include labor contracts, utility tax decrease, and depletion of general fund reserves
- [Covington Resolution No. 15-13](#) (2015) – Reasons cited include increased costs and declining and unstable revenues from utility taxes, REET, and other sources

- **Kirkland Resolution No. R-5167** (2015) – Reasons cited include previously adopted budget assumptions, short-term and long-term revenue losses, and addition of new firefighter position
- **Lynden Resolution No. 933** (2015) – Reasons cited include 3% labor contract increases and increases in health care costs and retirement benefits

Counties - General Fund/Current Expense

- **Asotin County Resolution No. 15-40** (2015) – Reasons cited include increase in maintenance and operation expenses and anticipated reductions in state funding
- **Cowlitz County Resolution No. 15-098** (2015) – Reason cited is significant revenue shortfall
- **San Juan County Resolution No. 37-2015** (2015) – Reason cited is service costs increases exceeding inflation

Counties - Road District/Fund

- **Asotin County Resolution No. 15-41** (2015) – Reasons cited include significant capital cost increases, increases in costs of materials, and anticipated delays in state revenues
- **Cowlitz County Resolution No. 15-099** (2015) – Reasons cited is expenses rising faster than inflation; provides specific percentage increases for health insurance, retirement contributions, and utility costs
- **San Juan County Resolution No. 39-2015** (2015) – Reason cited is increased road costs

Counties - Flood Control

- **Asotin County Resolution No. 15-42** (2015) – Reason cited is significant capital cost increases due to drainage project

Counties - Conservation Futures Fund

- **Jefferson County Resolution No. 48-15** (2015) – Reason cited is service demands related to open space, agricultural, and timber lands
- **San Juan County Resolution No. 38-2015** (2015) – Reasons cited include cost increases exceeding inflation, debt service requirements, and core operation requirements

EMS Levies

- **Cheney Ordinance No. W-73** (2015) – Reason cited is fire department staffing needs
- **Gig Harbor Fire & Medic One Resolution No. 2015-14** (2015) – Reason cited is increased operating costs for fire protection and EMS

Special Purpose Districts

- **Klickitat County Port District No. 1 Resolution No. 2-2015** (2015) – Reason cited is expenses growing faster than inflation
- **Spokane County Library District Resolution No. 15-07** (2015) – Reasons cited include limited revenue options, PERS contribution increases, medical insurance increases, and revenue reduction due to annexation; includes very detailed analysis
- **Tukwila Pool Metropolitan Park District Resolution No. 2015-10** (2015) – Reason cited is costs increases

Current Quarterly IPD Data (Base Year 2012)

The top row of data in the following table represents the preliminary and revised implicit price deflator for personal consumption expenditures published by BEA. The second row represents the cumulative percentage change in the preliminary or revised index from the second quarter. The third row represents the actual percentage change of the IPD over the preceding 12 months.

Recent Quarterly Index and Cumulative Percentage Change										
Year	2018				2019				2020	
Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Index	107.481	108.077	108.498	108.885	109.039	109.722	110.104	110.525	110.878	110.431
% Change Over Previous Quarter	0.705	0.555	0.390	0.357	0.141	0.626	0.348	0.382	0.319	-0.403
% Change Over Previous 12 Months	2.02278	2.35437	2.32861	2.02007	1.44956	1.52206	1.48021	1.50618	1.68655	0.64618

Source: BLS National Income and Product Accounts (NIPA) [Table 1.1.9: Implicit Price Deflators for Gross Domestic Product](#). See Line 2, Personal Consumption Expenditures. *Last revised on September 30, 2020. Next release date: October 29, 2020.*

Historical IPD Increases

Below are the recent historical percentage changes in the implicit price deflator for personal consumption expenditures. Red indicates when the IPD fell below 1%, affecting the ability of local governments with a population of 10,000 or more to increase their property tax levies for the following year.

Please note that these percentage changes are the official calculations used for property tax levy setting, as declared by the Washington Department of Revenue on September 25 of each year. These inflation rates are never revised and do not reflect any adjustments to the IPD that may have been made after September 25 of each year.

Dates	Percent
Q2 2019 to Q2 2020	0.60512
Q2 2018 to Q2 2019	1.396
Q2 2017 to Q2 2018	2.169
Q2 2016 to Q2 2017	1.553
Q2 2015 to Q2 2016	0.953
June 2014 to June 2015	0.251
June 2013 to June 2014	1.591
July 2012 to July 2013	1.314
July 2011 to July 2012	1.295
July 2010 to July 2011	2.755
July 2009 to July 2010	1.539

Dates	Percent
July 2008 to July 2009	-0.848
July 2007 to July 2008	4.527

Source: Table B-1 for years up to 2013 and NIPA Table 1.1.9 for 2014 and beyond published by the Bureau of Economic Analysis.

Last Modified: September 30, 2020

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:05 PM) Sustainable Transportation Plan Goals and Objectives - Public Works,

SUMMARY: The project team has shared draft and revised goals for the Sustainable Transportation Plan with the City Council, the Sustainable Transportation Task Force, the Technical Advisory Team, and the public. The goals and objectives have undergone a final round of revisions and are being presented for Council approval.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to approve the Goals and Objectives for the Sustainable Transportation Plan as presented at the October 20, 2020 City Council Study Session and as included with this agenda item.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: The Sustainable Transportation Plan project team is seeking Council approval of the proposed goals and objectives for the plan. This agenda item proposes a discussion of the goals and objectives, with a formal vote scheduled for the October 27, 2020 Regular Business Meeting. The goals were developed based on the following sources of input:

- Review of past and current City of Bainbridge Island plans and policies.
- Discussions with the Council in January, February, and July 2020.
- Meetings with and insights from the Sustainable Transportation Task Force and Technical Advisory Team in February, July, and September 2020.
- Community feedback on mobility values and Sustainable Transportation Plan desired outcomes through August and September 2020 engagement activities.

The goals will be used to finalize the gap analysis, the evaluation framework, and the plan's performance measures. They will also inform the scenario development approach and, through the evaluation framework, be used to score and select projects, programs, and policies for the near-term implementation plan. The Council is not being asked to weight or prioritize the goals at this time—that action may be needed during the evaluation and prioritization phase of the project and would be informed by further Task Force feedback. The objectives may be further refined and expanded as the Sustainable Transportation Plan moves into the next stages of development, but the team is seeking concurrence that these objectives are in keeping with Council's and the community's desired outcomes for the plan.

ATTACHMENTS:

[BAINBRIDGE STP Final Goals Objectives 20201006.pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



Final Plan Goals and Objectives

Bainbridge Island's Sustainable Transportation Plan will define the Island's mobility future. The plan will establish a new vision for mobility on the Island to reduce carbon emissions and improve safety and mobility for all. With a focus on complete and connected networks that enhance the Island's natural systems, the Sustainable Transportation Plan will articulate a pathway to implementation.

This document presents the Sustainable Transportation Plan's final goals and objectives. It also provides examples of strategies that the plan may identify to advance toward the goals and objectives. The following definitions are offered to support Council review of the final goals and objectives:

- **Goals** articulate what the Bainbridge Island community wants to achieve. Goals are lofty and ambitious and may take years to reach.
- **Objectives** are specific, measurable, and actionable, and they help to define progress. Objectives inform performance measures and targets, which will be established in the next phase of the Sustainable Transportation Plan process.
- **Strategies** are the approaches taken toward achieving our goals. They focus on how Bainbridge Island will move forward. Strategies will ultimately form the bulk of the Sustainable Transportation Plan, and the examples provided here reflect early input from the Sustainable Transportation Task Force.

The project team developed the goals and objectives based on the following sources of input:

- Review of past and current City of Bainbridge Island plans and policies
- Discussions with City Council in January, February, July, and September 2020
- Meetings with and insights from the Sustainable Transportation Task Force and Technical Advisory Team in February, July, and September 2020
- Community feedback on mobility values and Sustainable Transportation Plan desired outcomes through August and September 2020 engagement activities

The project team is seeking Council's approval of the Sustainable Transportation Plan goals and concurrence that the objectives are in keeping with Council's and the community's desired outcomes for the plan. The combination of the goals and objectives should articulate what matters to the community and will inform how we will track our progress and celebrate our success.

The goals will be used to finalize the gap analysis, the evaluation framework, and the plan's performance measures. They will also inform the scenario development approach and, through the evaluation framework, will be used to score and select projects, programs, and policies for the near-term implementation plan.

The objectives may be further refined and expanded as the plan moves into the next stages of development, particularly as the project team completes the gap analysis and continues to engage with the Task Force and the Technical Advisory Team.

The strategies are merely examples to illustrate the ideas that have already emerged and preliminary work underway. These will be expanded and prioritized as the project moves into project and program identification and solutions development.

Bainbridge Island



Sustainable Transportation Plan

Goals <i>What we want to achieve</i>	Objectives <i>What must be accomplished</i>	Example Strategies <i>How we will advance toward our goals</i>
<p>Climate Action and Resilience</p> <p>Address the climate crisis to create a more resilient Bainbridge Island</p>	<ul style="list-style-type: none"> ▪ Reduce transportation-related emissions to help achieve the Island-wide goal of 90% greenhouse gas (GhG) emissions reduction by 2045 ▪ Reduce drive-alone trips to 50% of the Island's mode share by 2045 ▪ Increase the proportion of electric vehicles on the Island by 2045 ▪ Increase the number of short trips on the Island (less than 5 miles) made by sustainable modes 	<ul style="list-style-type: none"> ▪ Prioritize zero-emission mobility options, including walking, bicycling, public transit, and shared electric transportation ▪ Advance projects, programs, and policies that reduce reliance on single-occupancy vehicles ▪ Establish programs to educate, encourage, and support behavior change ▪ Create a living laboratory for innovative mobility systems ▪ Develop adaptable and resilient infrastructure to respond to changing needs
<p>Natural Systems and Rural Character</p> <p>Enhance the health of Bainbridge Island's natural systems and honor its rural character</p>	<ul style="list-style-type: none"> ▪ Minimize environmental impact and complement the Island's scenic and rural character through project design and implementation ▪ Expand the urban canopy and green stormwater infrastructure 	<ul style="list-style-type: none"> ▪ Create sustainable transportation corridors that function as native habitat corridors ▪ Create bicycle and pedestrian facility standards that are responsive to Bainbridge Island's unique conditions ▪ Use native habitat plantings and green infrastructure to create "green streets"
<p>Safety and Comfort</p> <p>Create transportation networks that protect and prioritize the most vulnerable travelers</p>	<ul style="list-style-type: none"> ▪ Achieve zero traffic-related collisions by 2045 ▪ Implement an all ages and abilities walking, rolling, and biking network tailored to the local context by 2045 ▪ Ensure that all students over the age of 8 can safely walk or bike from home to school 	<ul style="list-style-type: none"> ▪ Adopt a Vision Zero policy and design guidelines, with education for all travelers ▪ Reduce speed limits islandwide ▪ Invest proactively in high-collision corridors and intersections ▪ Establish a low-stress (Level 1) standard of separated walkways and bikeways ▪ Create grade-separated crossings of SR 305
<p>Equity and Accessibility</p> <p>Eliminate disproportionate burden in our mobility system, focusing on younger and older people, people of color, low-income people, and women</p>	<ul style="list-style-type: none"> ▪ Ensure equal access to mobility options for all people on Bainbridge Island ▪ Increase affordability and reduce overall household transportation costs ▪ Increase the percentage of roadways and paths that are fully accessible ▪ Increase miles of dedicated, buffered cycling, walking, and rolling pathways for all ages and abilities ▪ Achieve a 50/50 gender mode split for bicycling on the Island by 2045 	<ul style="list-style-type: none"> ▪ Develop engineering and design strategies to eliminate racial bias in pedestrian collisions ▪ Provide affordable non-drive-alone mobility options for all children and older adults on the Island ▪ Design public spaces to promote equity and accessibility ▪ Design trails that serve as transportation facilities to be accessible for all ▪ Develop programs to encourage and remove barriers for women to walk and bike

Bainbridge Island



Sustainable Transportation Plan

Goals <i>What we want to achieve</i>	Objectives <i>What must be accomplished</i>	Example Strategies <i>How we will advance toward our goals</i>
<p>Connected and Convenient</p> <p>Develop an integrated mobility system that connects destinations with sustainable travel options</p>	<ul style="list-style-type: none"> ▪ Increase street, trail/greenway, and sidewalk network connectivity to reduce walking and biking travel time ▪ Increase physical activity by making it easy and safe to walk, bike, and roll daily ▪ Increase access to schools, jobs, parks, essential services, affordable and senior housing, and basic life needs ▪ Create community gathering spots that connect high-quality infrastructure and service with amenities 	<ul style="list-style-type: none"> ▪ Fill transit network gaps and enhance first/last mile connections ▪ Subsidize shared mobility and public transportation options to support access to jobs and schools ▪ Incentivize zero-emission mobility ▪ Develop wayfinding standards to create a legible system ▪ Create mobility hubs to connect people with transportation services and amenities
<p>Implementation and Funding</p> <p>Expand available resources to advance community priorities and complete networks</p>	<ul style="list-style-type: none"> ▪ Align investment decisions with Sustainable Transportation Plan goals through the annual budgeting process ▪ Balance cost-effective, “quick win” projects with high-impact, “big move” projects ▪ Eliminate administrative barriers to rapid implementation ▪ Bring the existing system into a state of good repair by 2045 	<ul style="list-style-type: none"> ▪ Develop grant-/shovel-ready projects to compete for diverse funds ▪ Create street development and design standards that reflect the plan’s vision and identified networks ▪ Implement multimodal level of service and transportation impact fees ▪ Expand partnerships to leverage funding opportunities ▪ Use lifecycle costing tools to fully fund maintenance and operations needs



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:20 PM) Transportation Levels of Service - Next Steps - Public Works,

SUMMARY: The City Council has an opportunity to ask questions and determine any next steps on the transportation level-of-service, transportation concurrency, and transportation impact fee information that was presented by staff at the October 20, 2020 Council Study Session.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION: Discussion.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: As part of the Sustainable Transportation Plan work, the City Council has expressed an interest in understanding how the City uses levels-of-service to measure transportation impacts on the Island. At the October 20, 2020 Council Study Session, City staff presented an overview of the City's level-of-service, transportation concurrency, and traffic impact fee programs, and some potential next steps - all of which are best suited to commence upon the completion of the City's Sustainable Transportation Plan in June 2021.

ATTACHMENTS:

[LOS Workshop 101420.pdf](#)

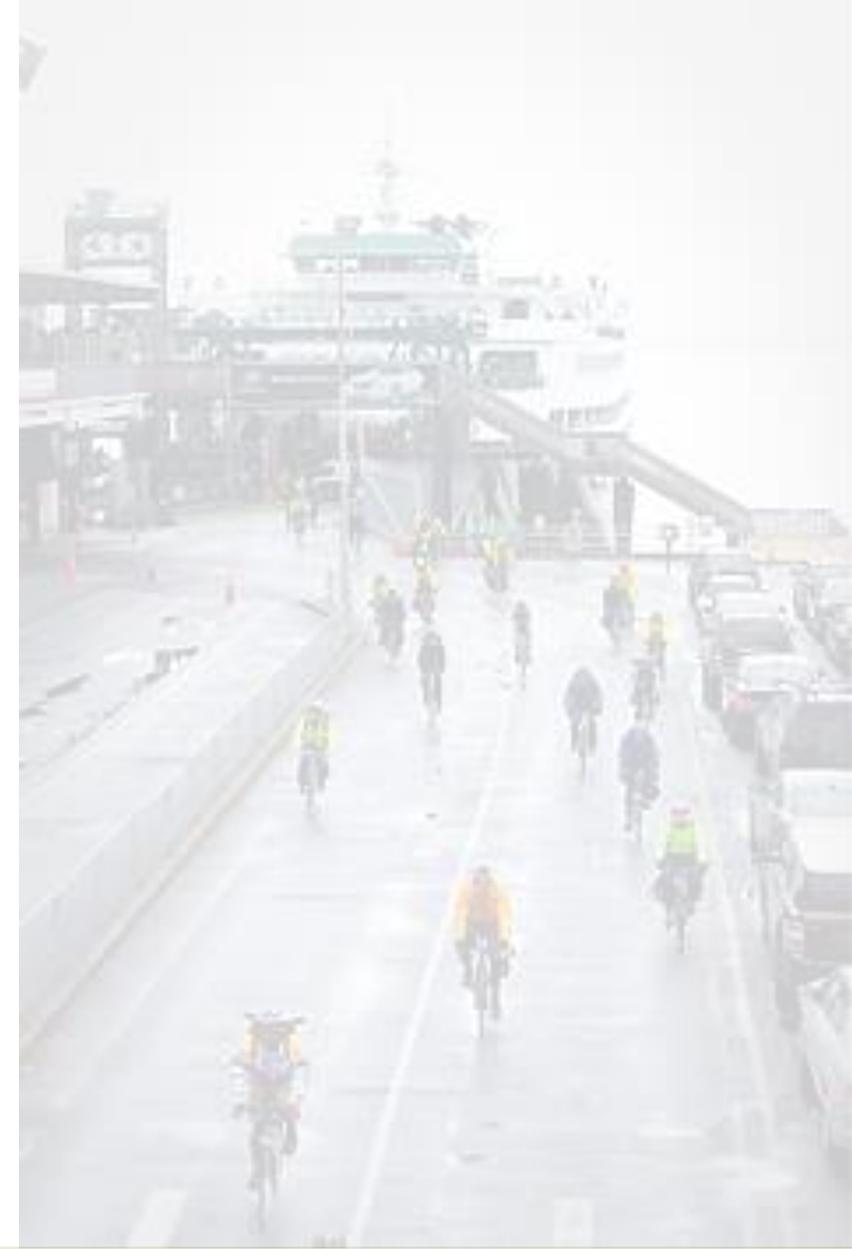
FISCAL DETAILS: N/A

Fund Name(s):

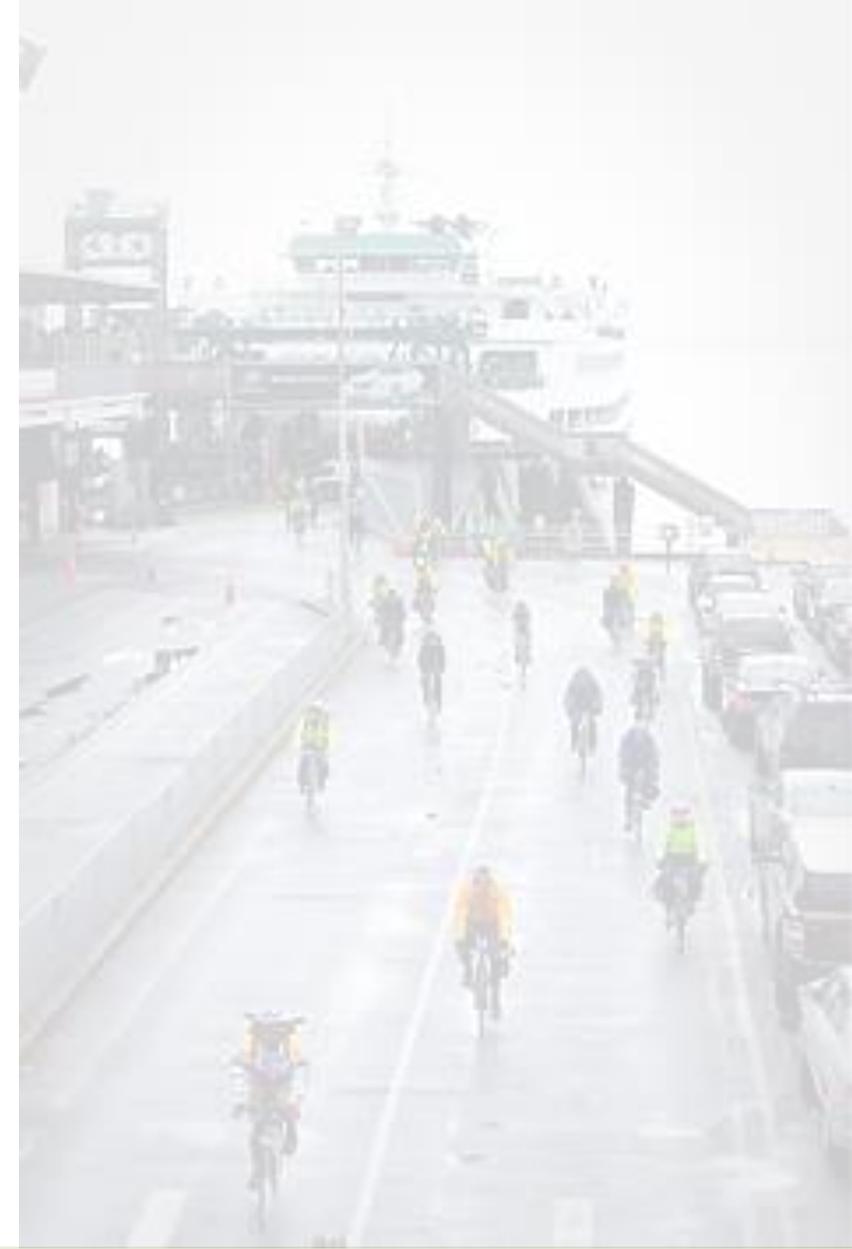
Coding:

Transportation Levels-of-Service Workshop

October 20, 2020



Introduction



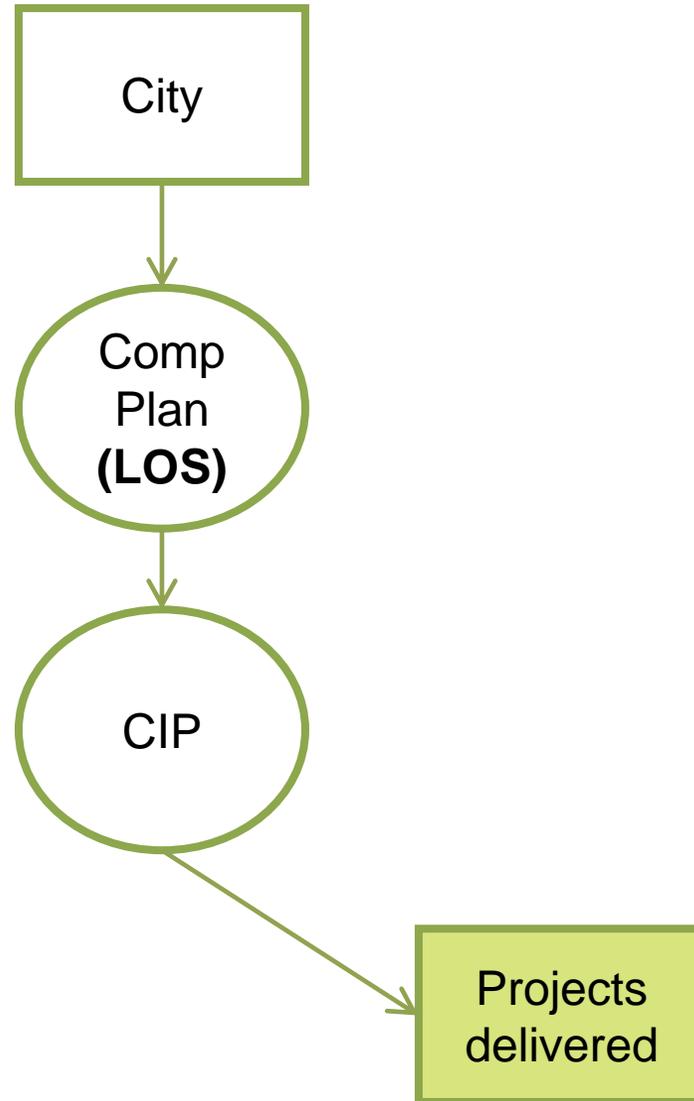
Workshop **Agenda**: Review tools

- Transportation levels-of-service (LOS)
- Traffic Concurrency
- Transportation Impact Fees (TIF)

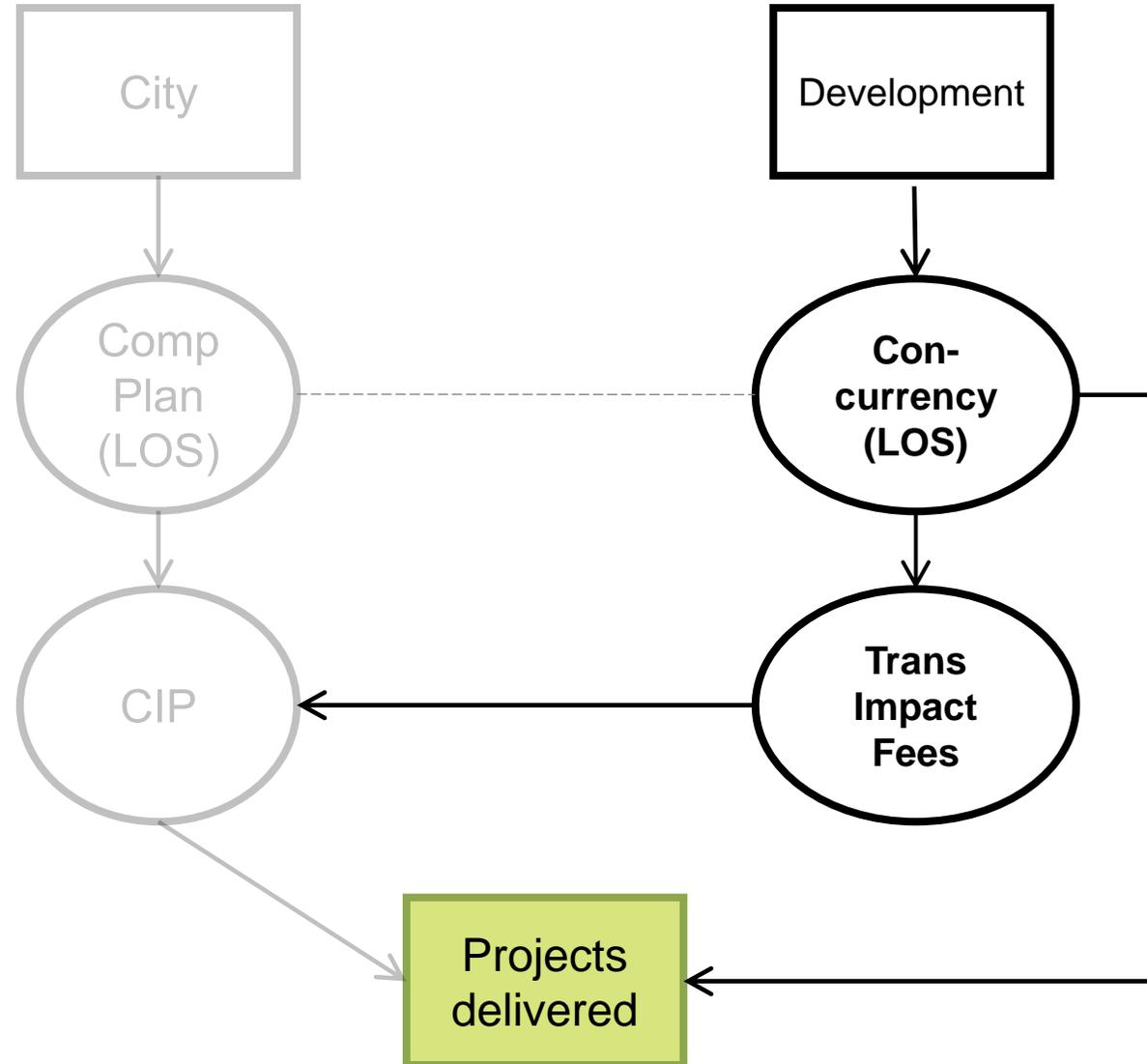
Workshop **Goals:**

- Understand tools and how the City uses them
- Determine if changes are desired

Where do
the tools fit
in the
process?



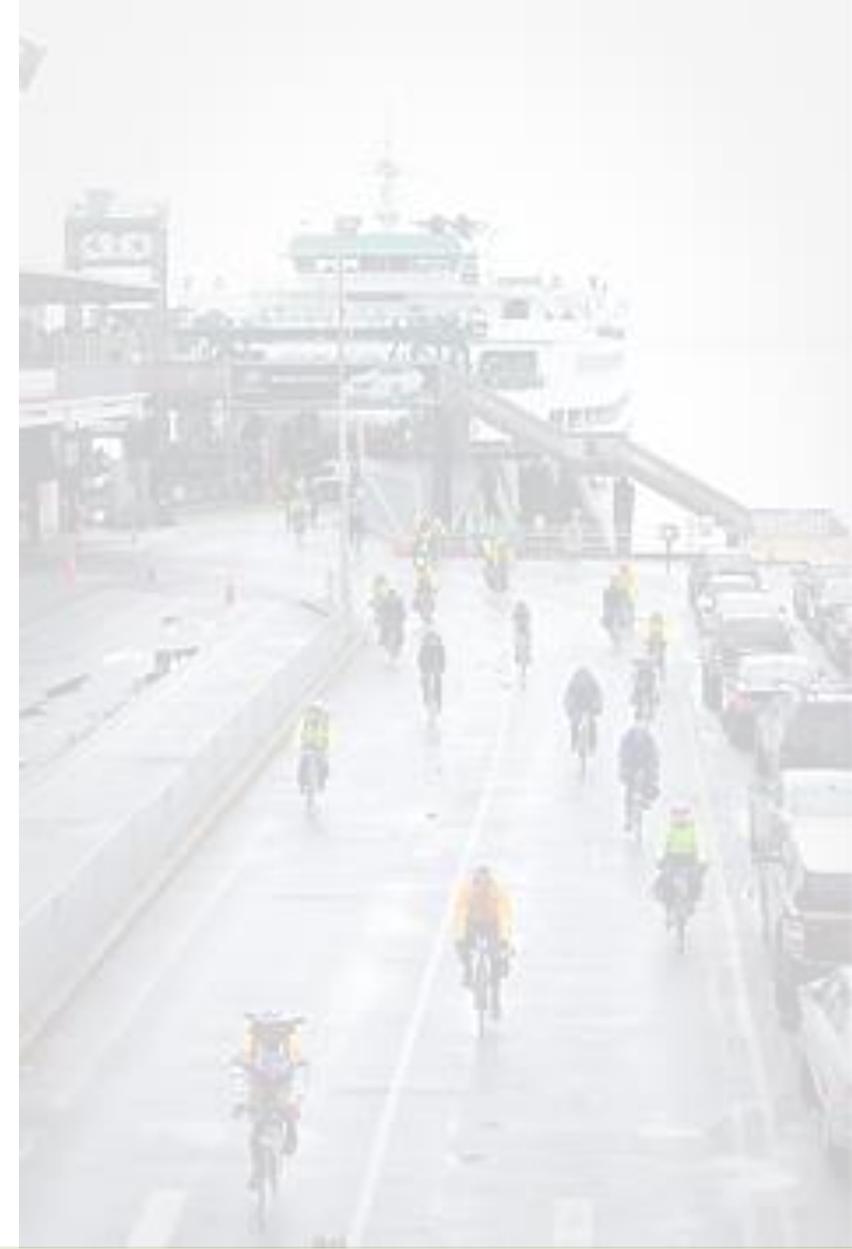
Where do the tools fit in the process?



Workshop **Flow**:

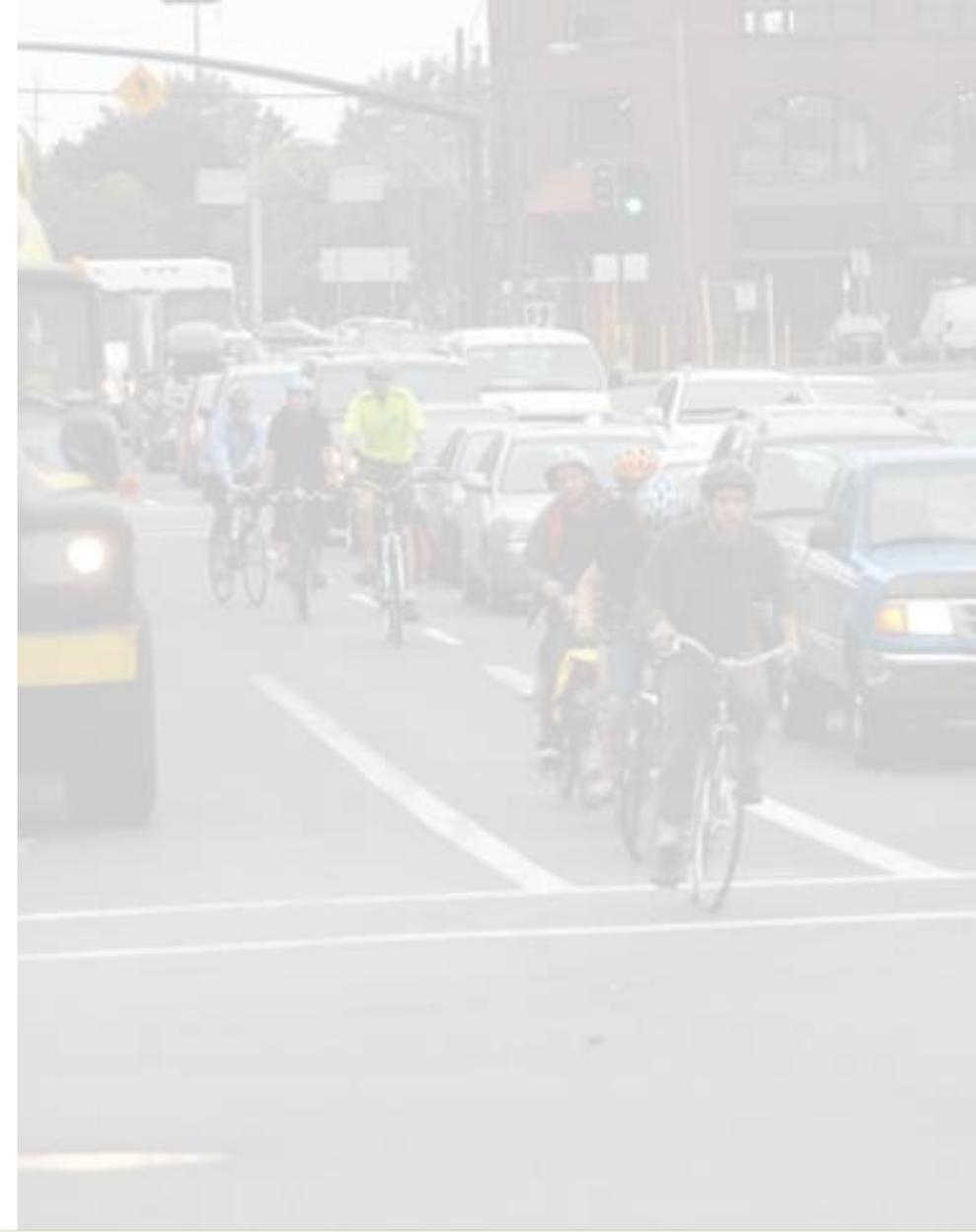
- What is it?
- Why does COBI use it?
- How does COBI use it?
- What have the results been?

Transportation **Levels-of-Service** **(LOS)**



LOS – What is it?

- Quality of the transportation system from a user's perspective



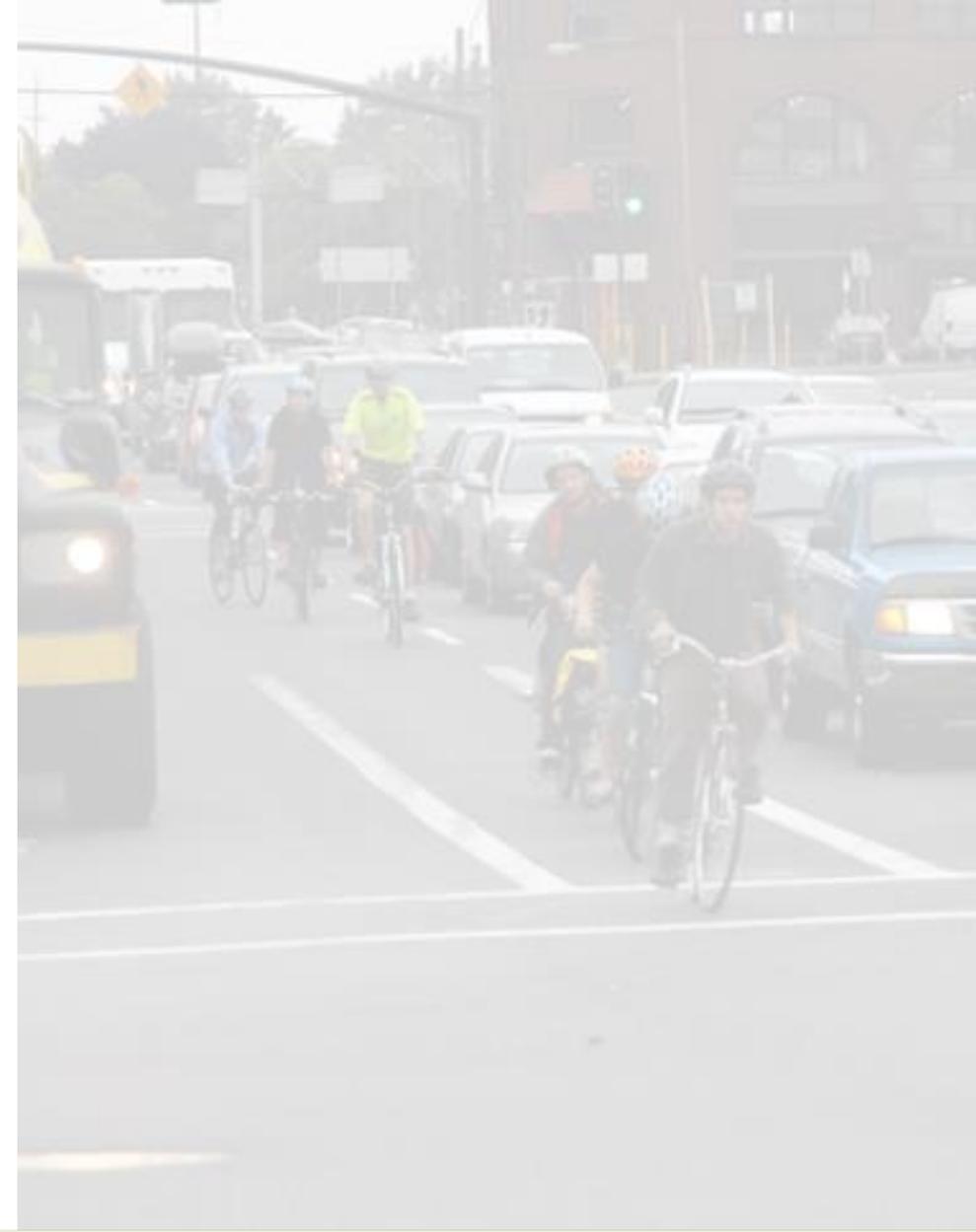
LOS – What is it?

- Quality of the transportation system from a user's perspective
- **A** = nothing impedes movement (facility is underutilized)
- **F** = highly congested (facility is overutilized)



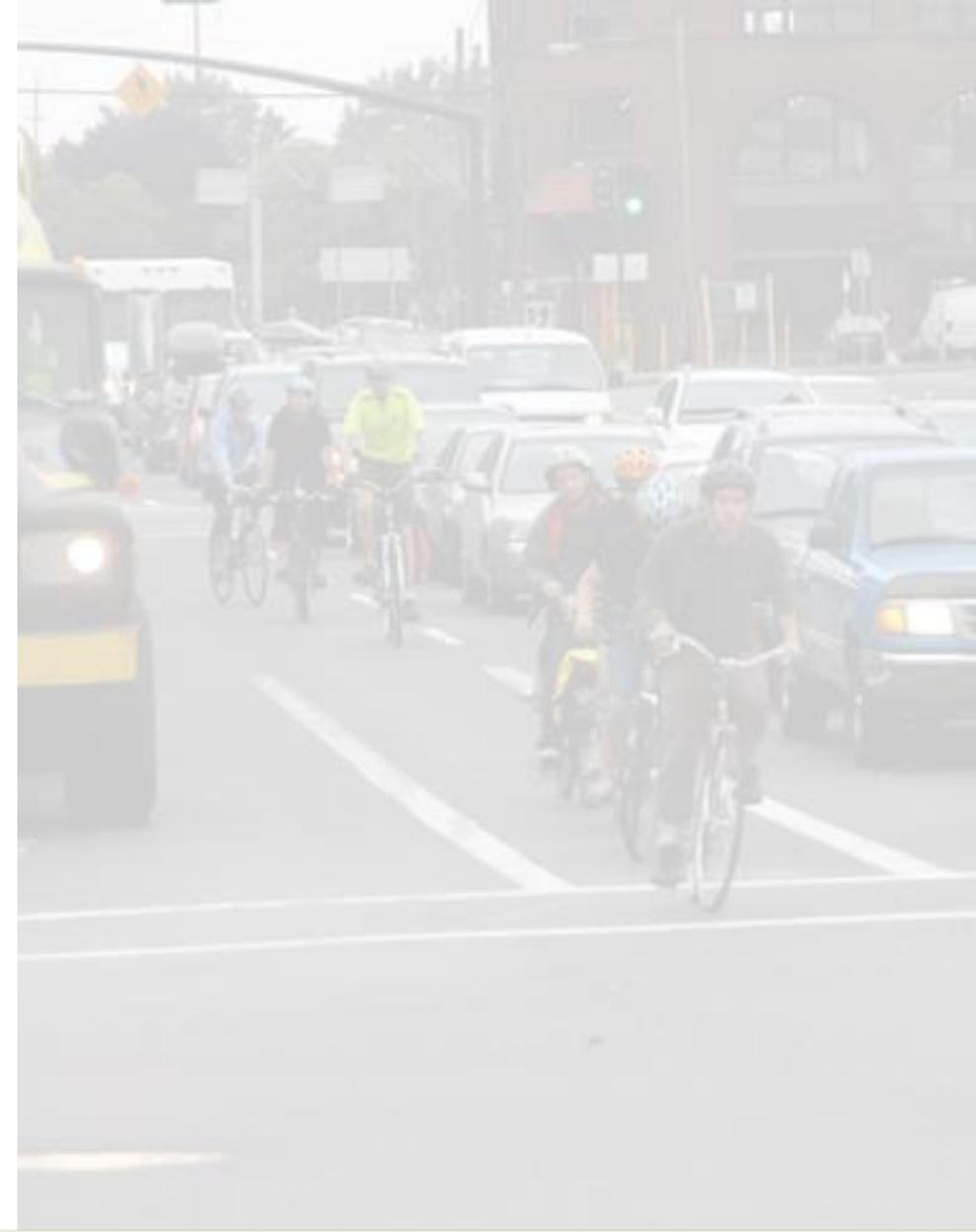
LOS – Why does COBI use it?

- Required by the **Growth Management Act (GMA)** for local arterials and transit routes
- GMA does not specify how to measure LOS



LOS – How does COBI measure it?

- Outlined in the Comp Plan (Island-wide Transportation Plan IWTP)



LOS – How does COBI measure it?

- Outlined in the Comp Plan (Island-wide Transportation Plan IWTP)
 - Roadway capacity (metric)
 - Intersection capacity (metric)
 - Non-motorized facility “typology” (not a metric)



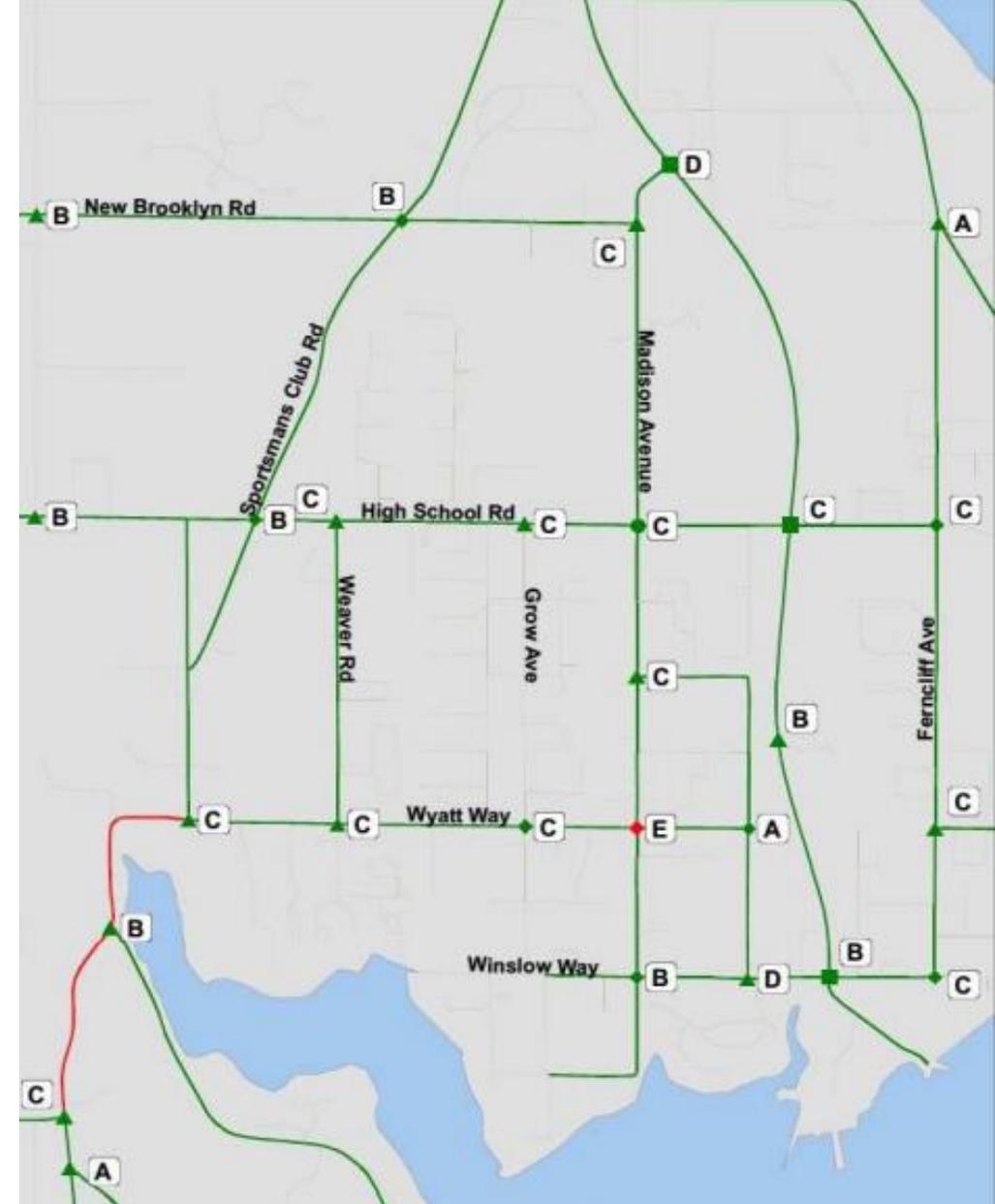
LOS – How does COBI use it?

- Measure consistency between land-use and transportation plans (internal)
- Evaluate impacts from development (external)



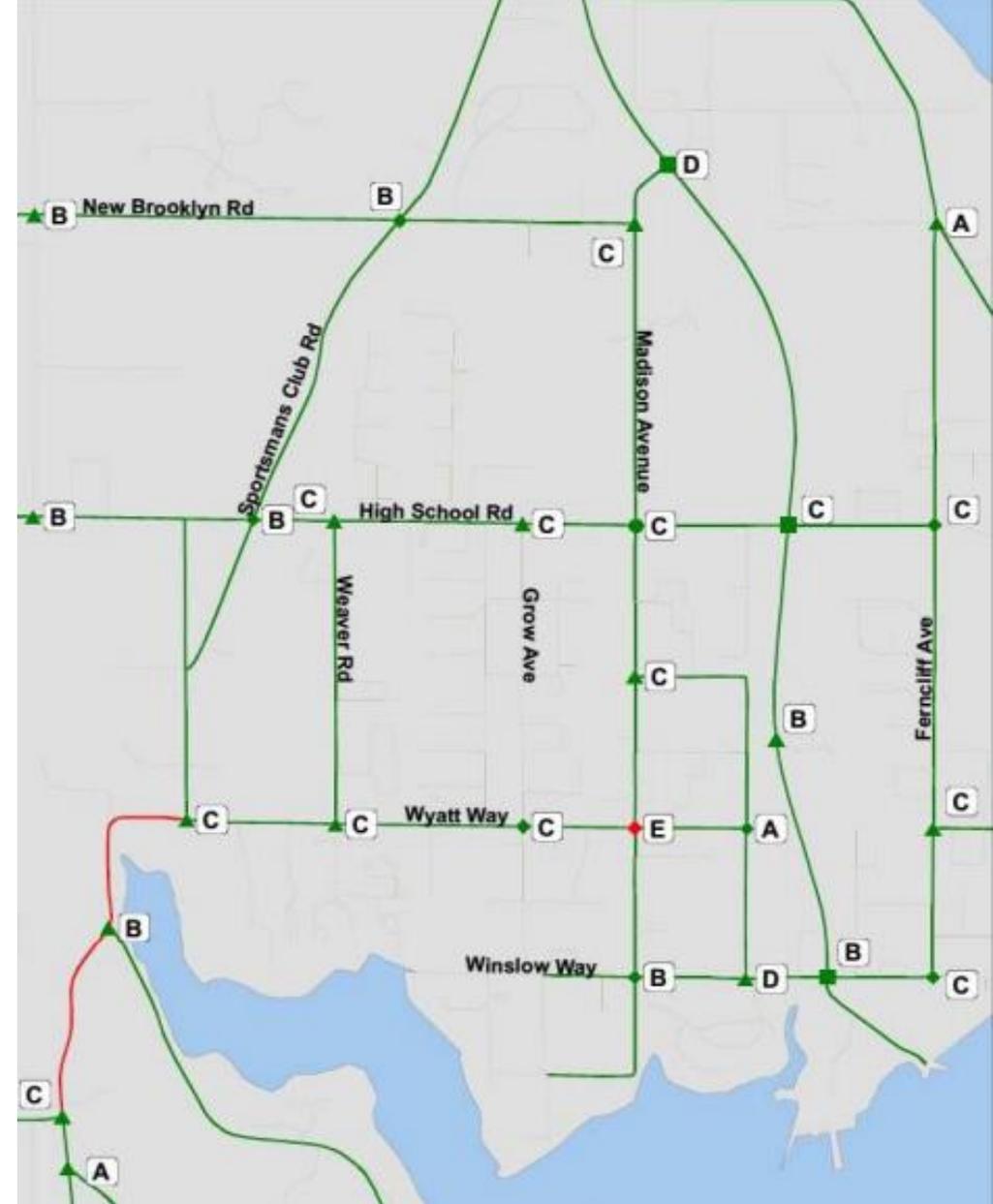
LOS – What have the results been?

- IWTP has maps of current and future LOS – road and intersection capacity only

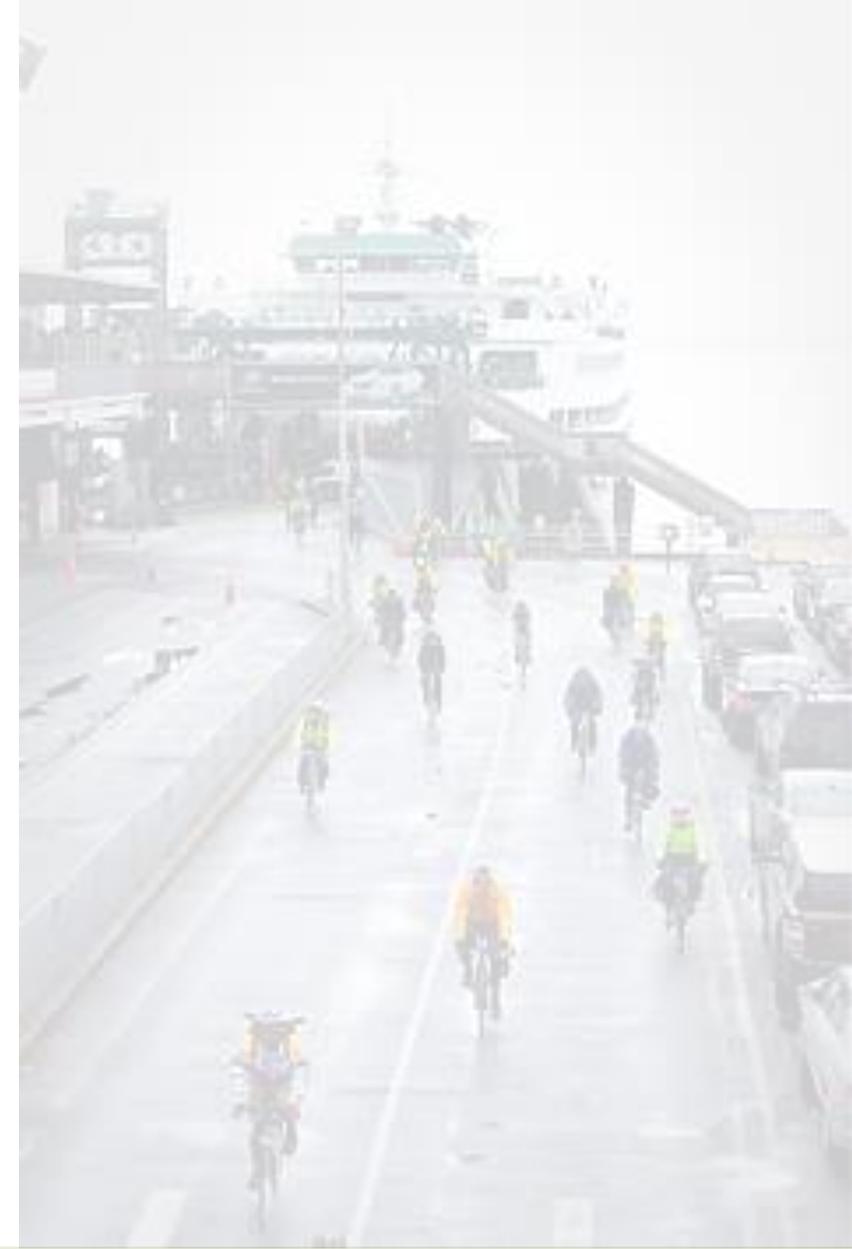


LOS – What have the results been?

- IWTP has maps of current and future LOS – road and intersection capacity only
- Internal example – plan Wyatt/Madison project
- External example – see concurrency (next)

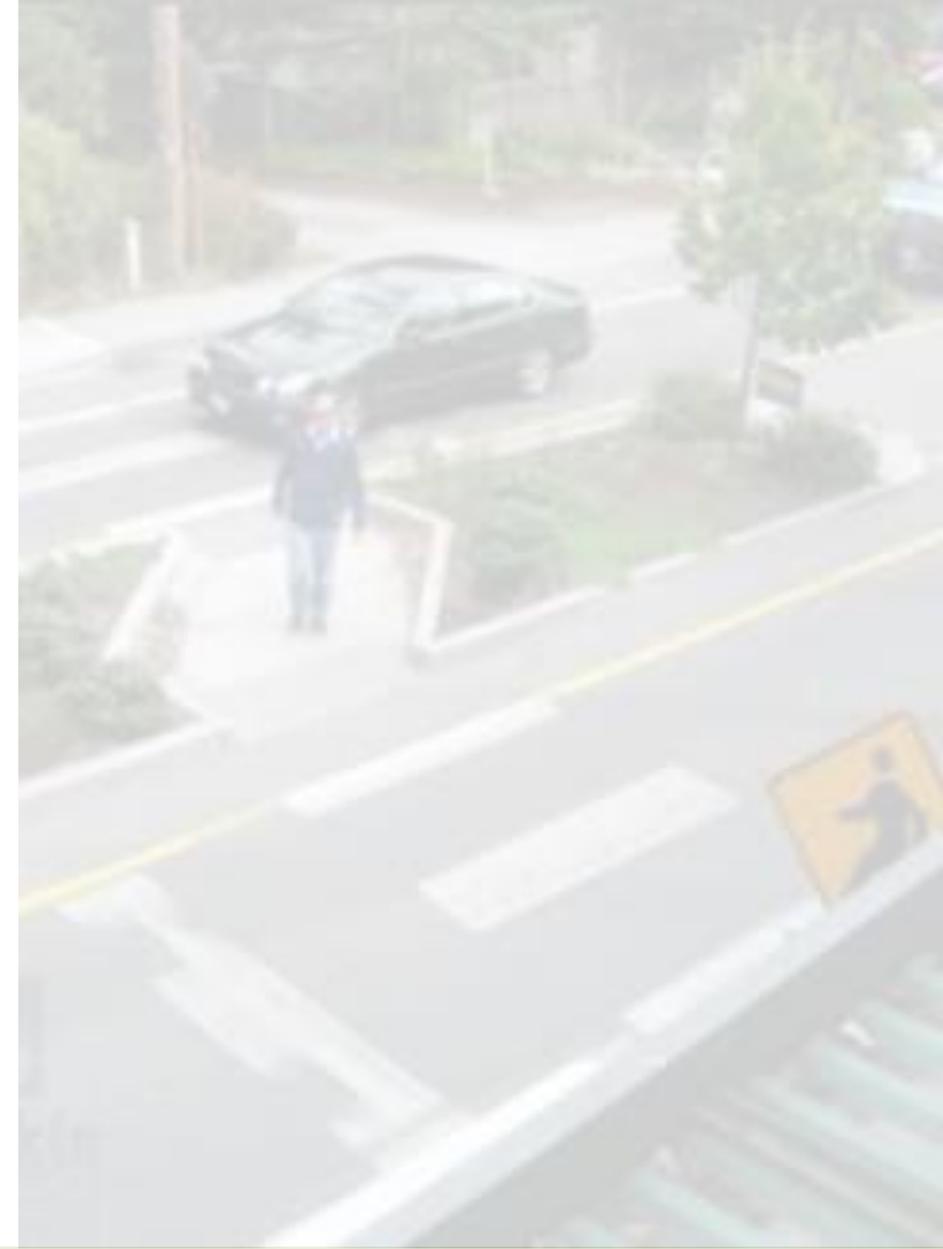


Traffic Concurrency



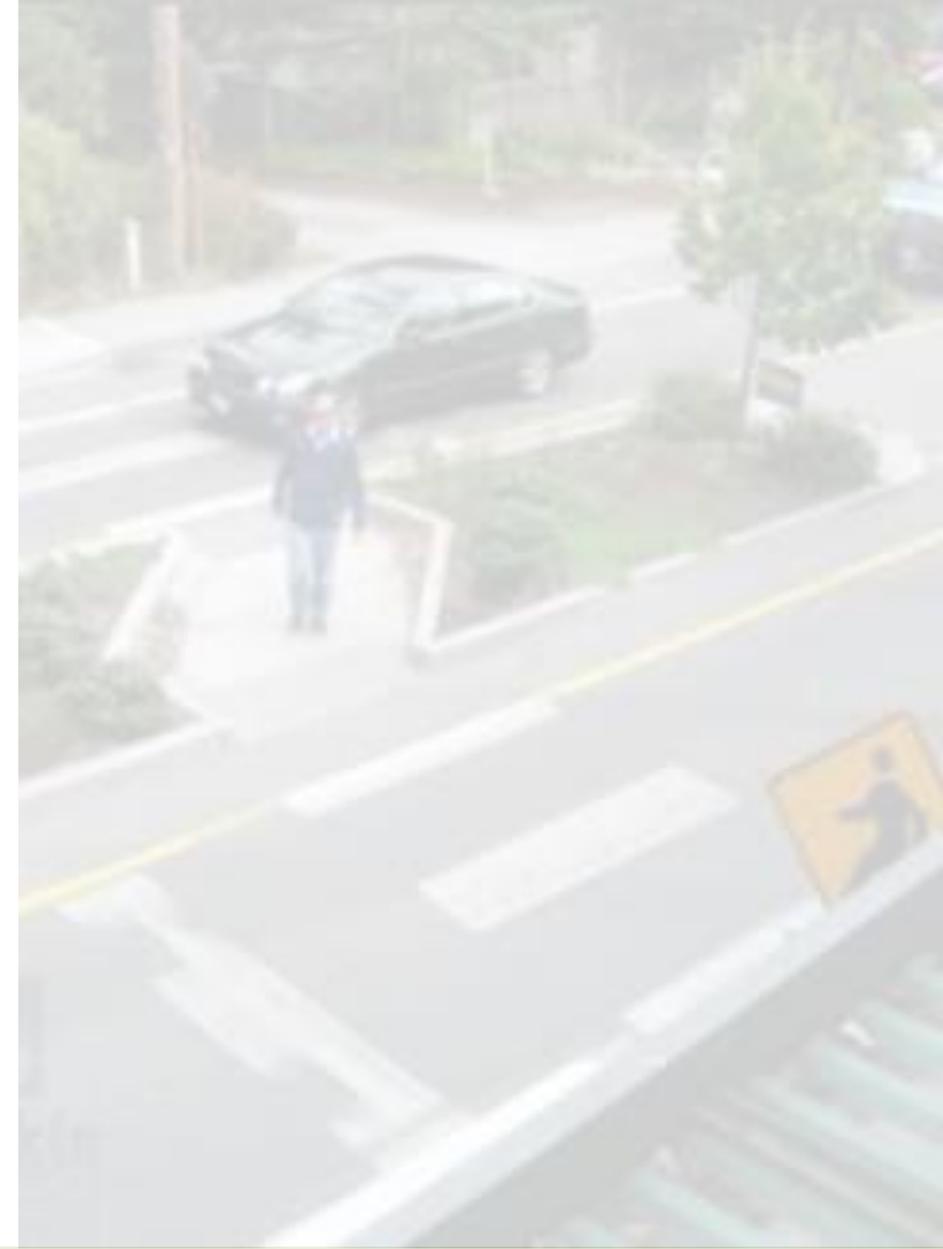
Concurrency – **What is it?**

- The balance of transportation facilities and services relative to demand



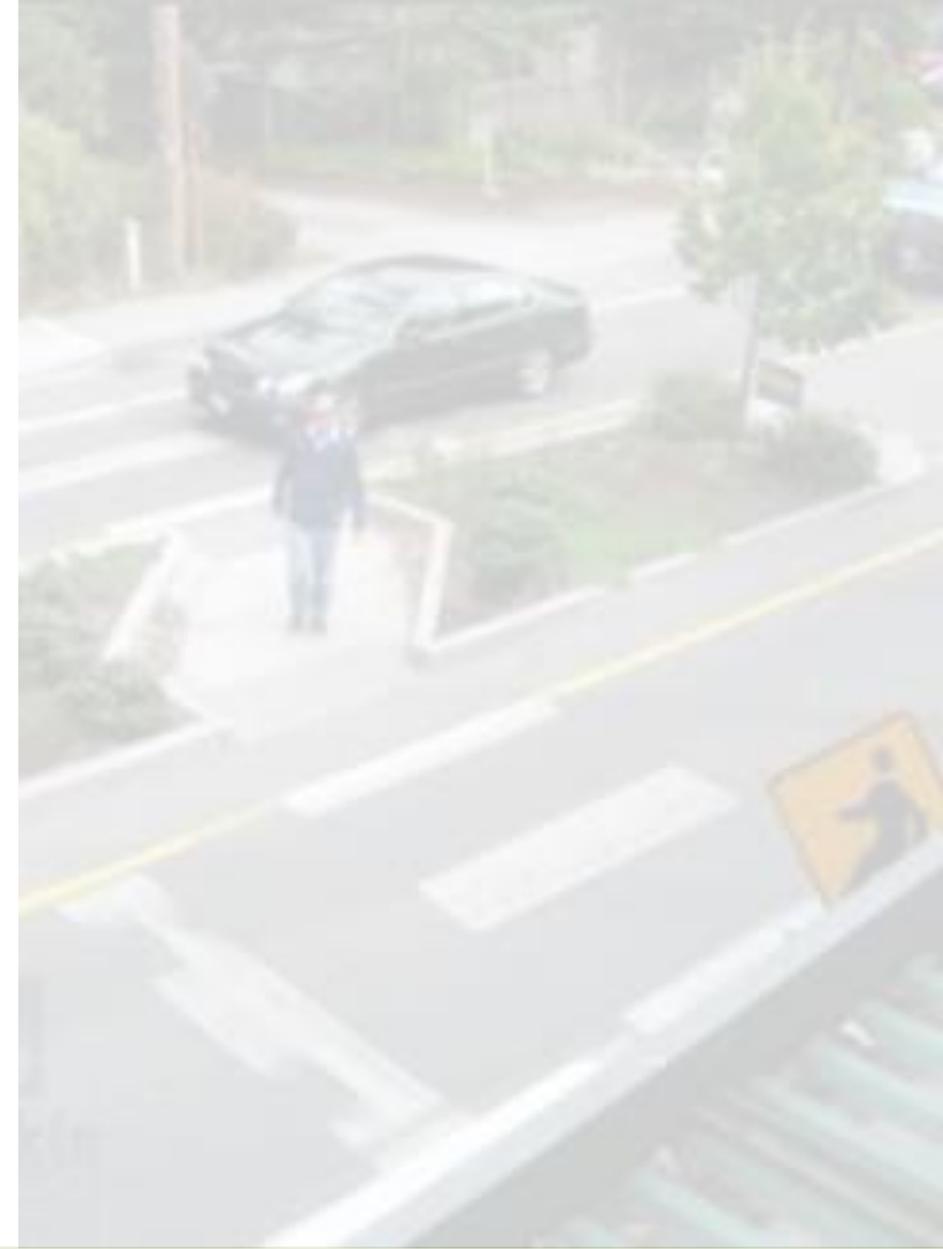
Concurrency – **Why do we use it?**

- Required by GMA
- Evaluate if development is “concurrent” with desired LOS



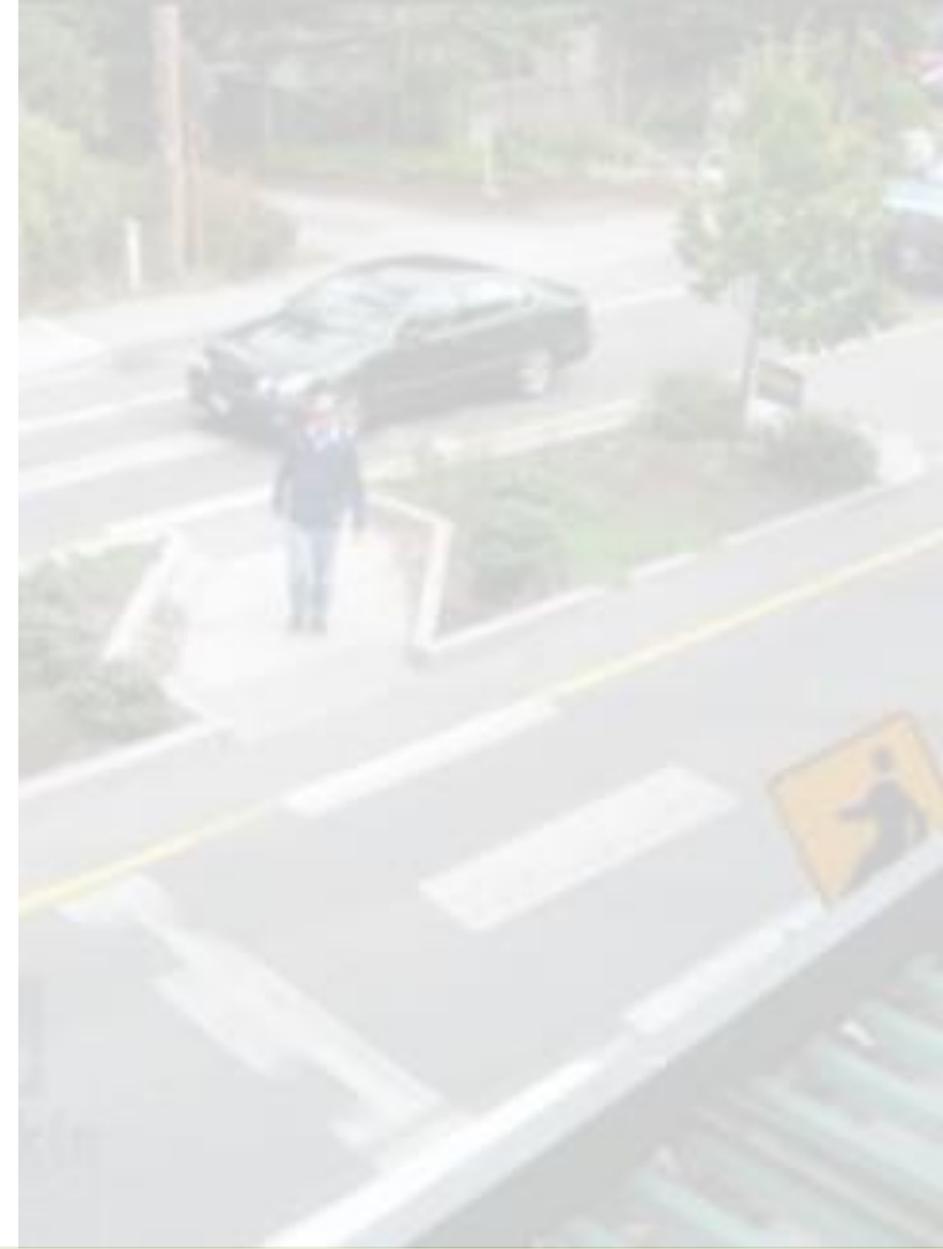
Concurrency – How does COBI measure it?

- Trip generation from the Highway Capacity Manual
- Roadway LOS
- Intersection LOS
- Non-motorized LOS “typology” (more on this later)



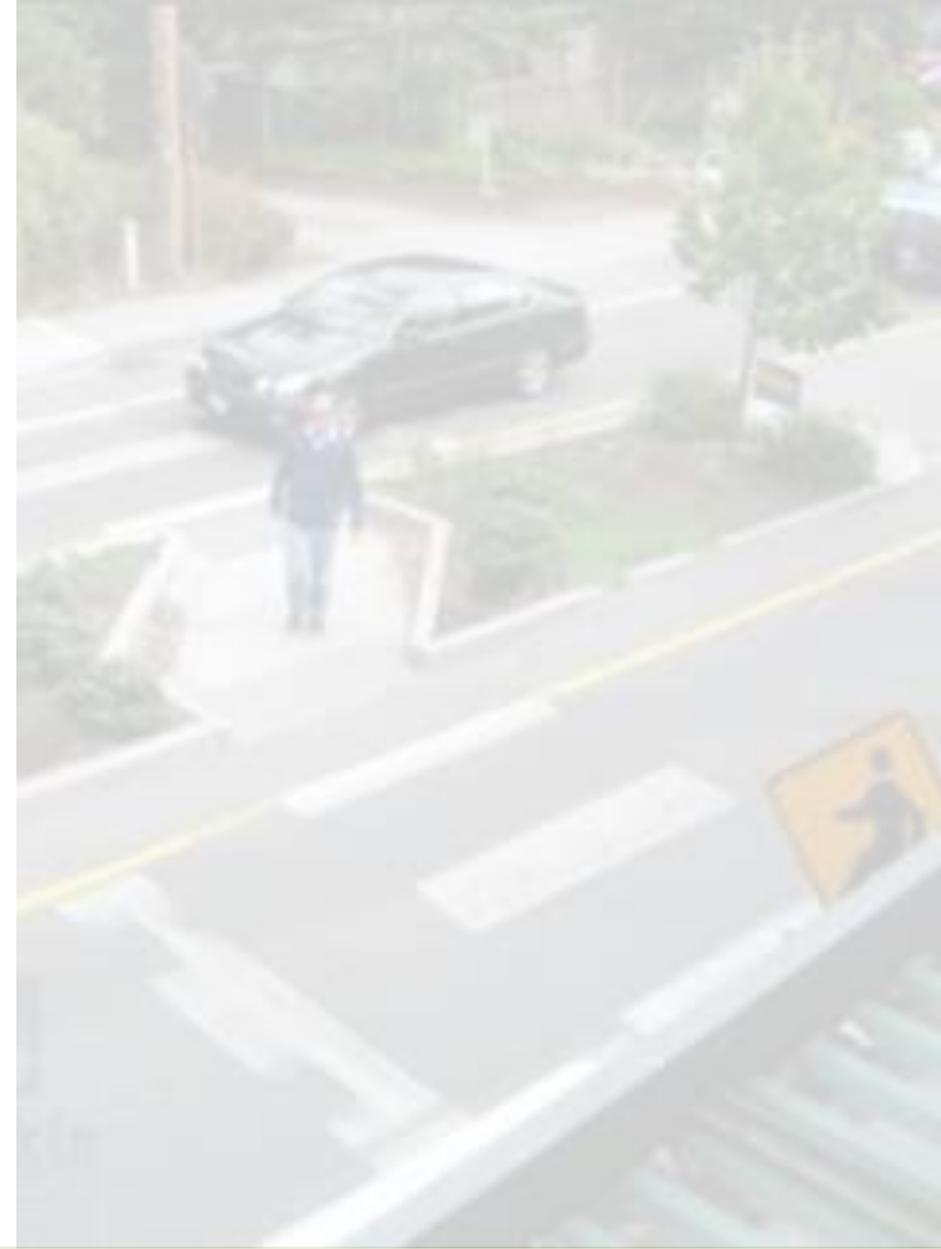
Concurrency – **How does COBI use it?**

- Subdivisions
- Site Plan Reviews
- >50 trips or >5 PM peak trips



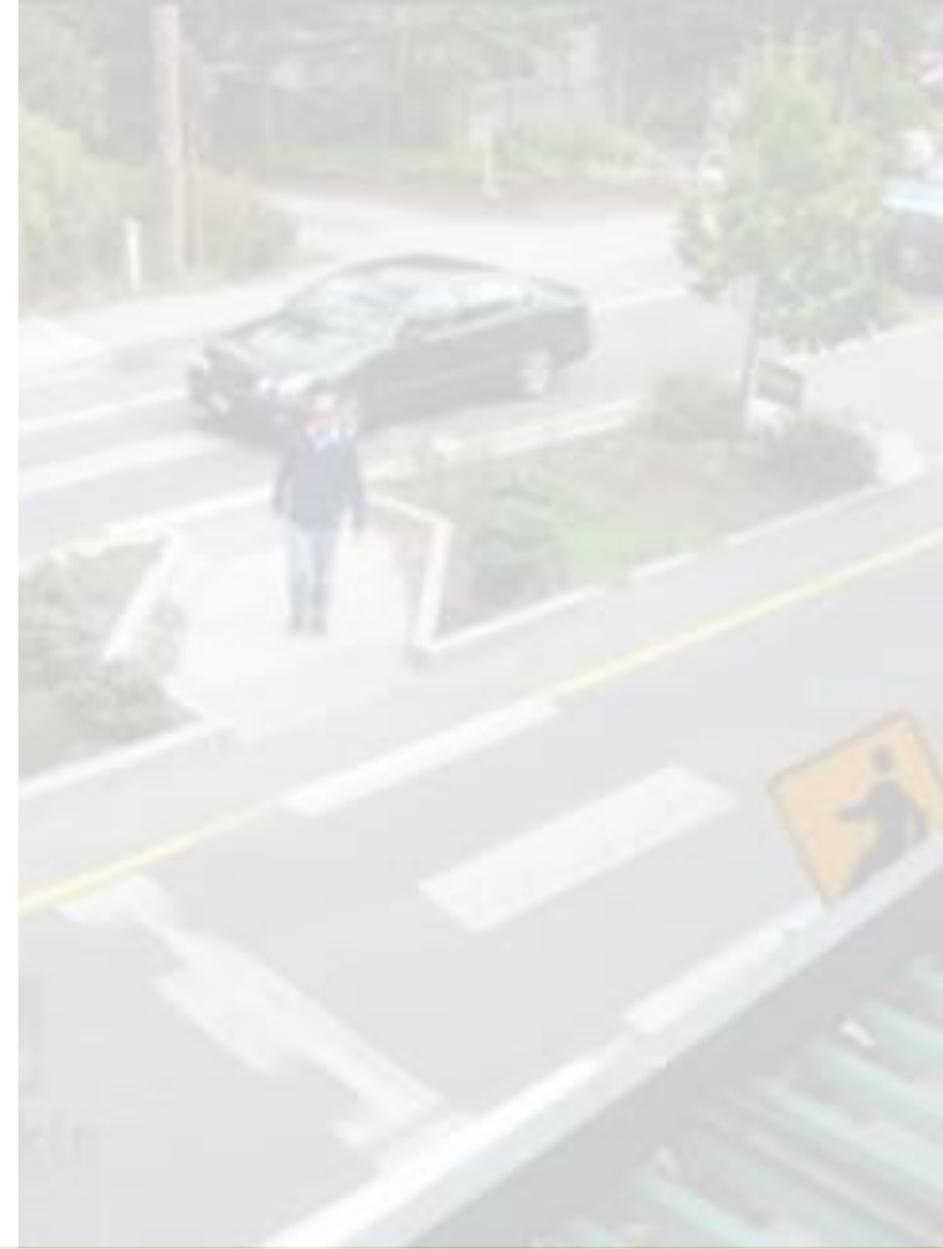
Concurrency – **How does COBI use it?**

- Enacted through project and SEPA conditions



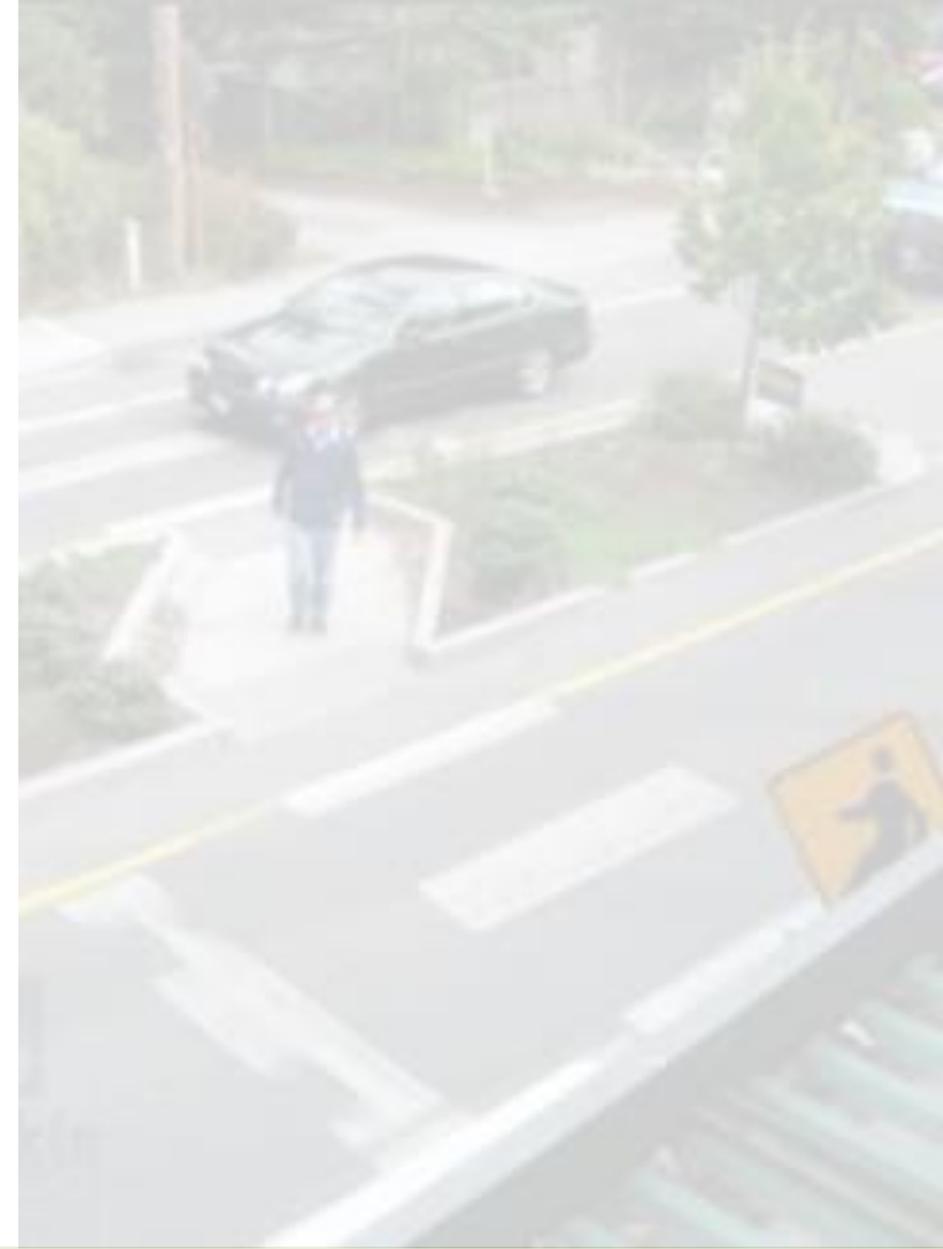
Concurrency – **What have the results been?**

- Most developments meet the requirements outright
- Some rely on minor tweaks or COBI projects to pass



Concurrency – **What have the results been?**

- Developments provide non-motorized “frontage” and trails
- Development can pay a pro-rated share of a project in the CIP



Traffic Impact Fees



Traffic Impact Fees (TIF) – **What is it?**

- Fees collected to fund improvements that **add capacity** to the system created by **new development**
- **May not** be used to remedy existing deficiencies



TIF – Why does COBI use it?

- Authorized by RCW 39.92



TIF – How does COBI use it?

- Enacted in 2015 with a project list
- **Growth share (\$)** of project list calculated (trans and non-motorized)
- Growth share (\$) / new PM trips = **\$1632** per trip



TIF – What have the results been?

- Developments pay different amounts based on trip generation (examples):
 - New house = \$1632
 - Apartment = \$1012
 - Nursing home = \$359 per bed

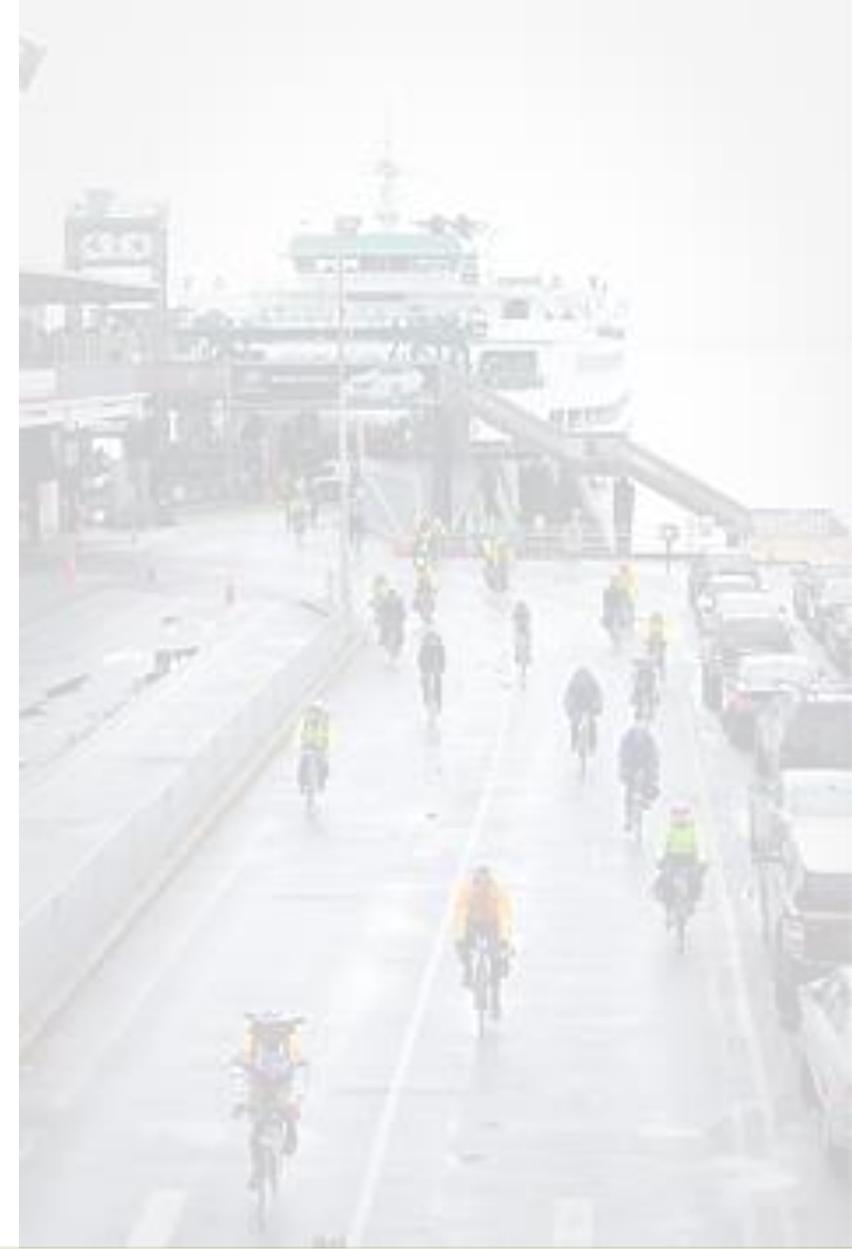


TIF – What have the results been?

- Annual average collected = **\$190K**
- Many projects completed (ex. Fort Ward; Wing Point; Olympic Drive)

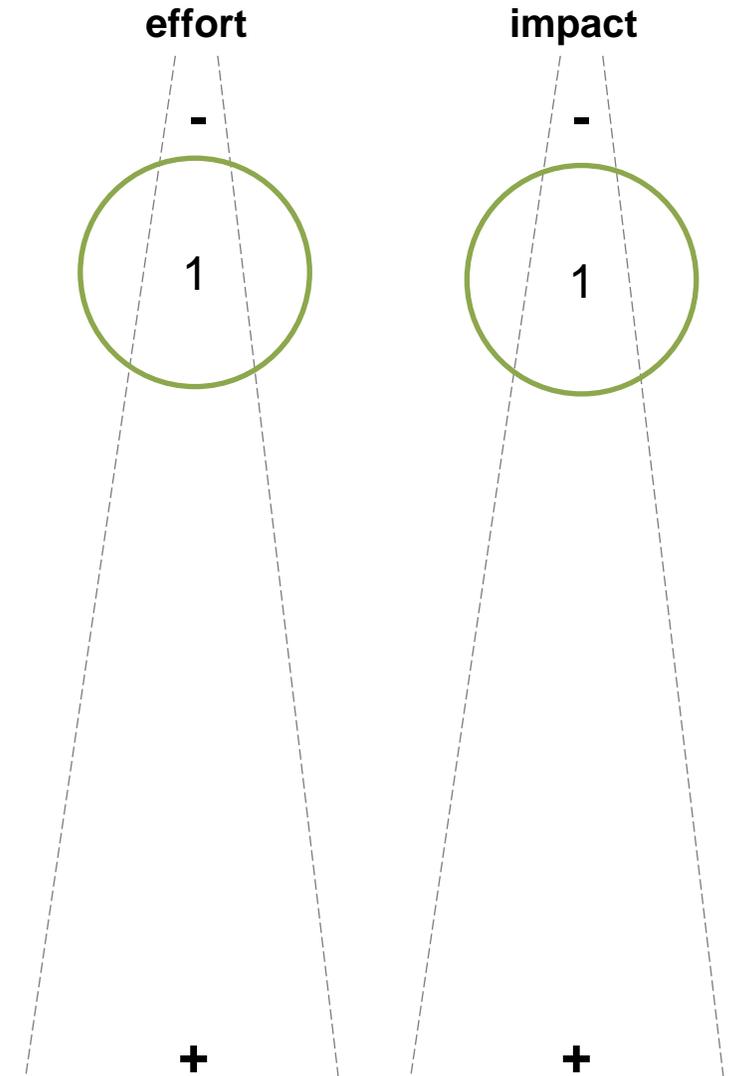


What changes could be made?



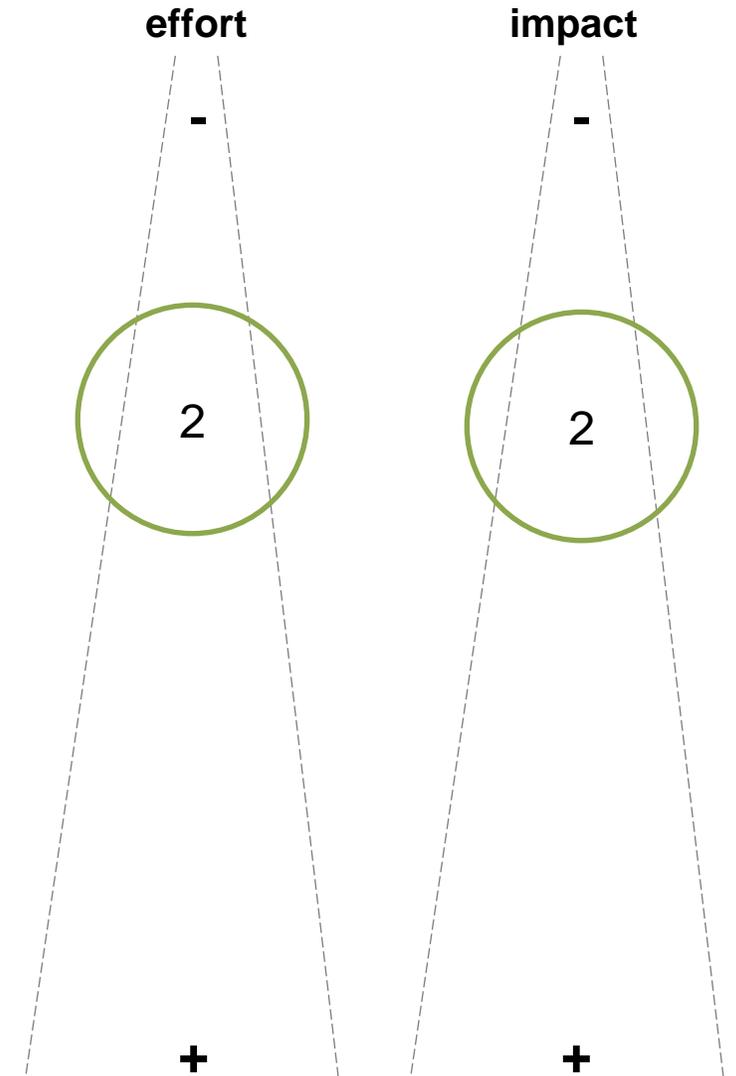
LOS: Accept lower LOS standards for roads and intersections

- Result:
 - More vehicle congestion
 - Less development investment in car focused projects
 - Lower or eliminate city funding for car-focused projects



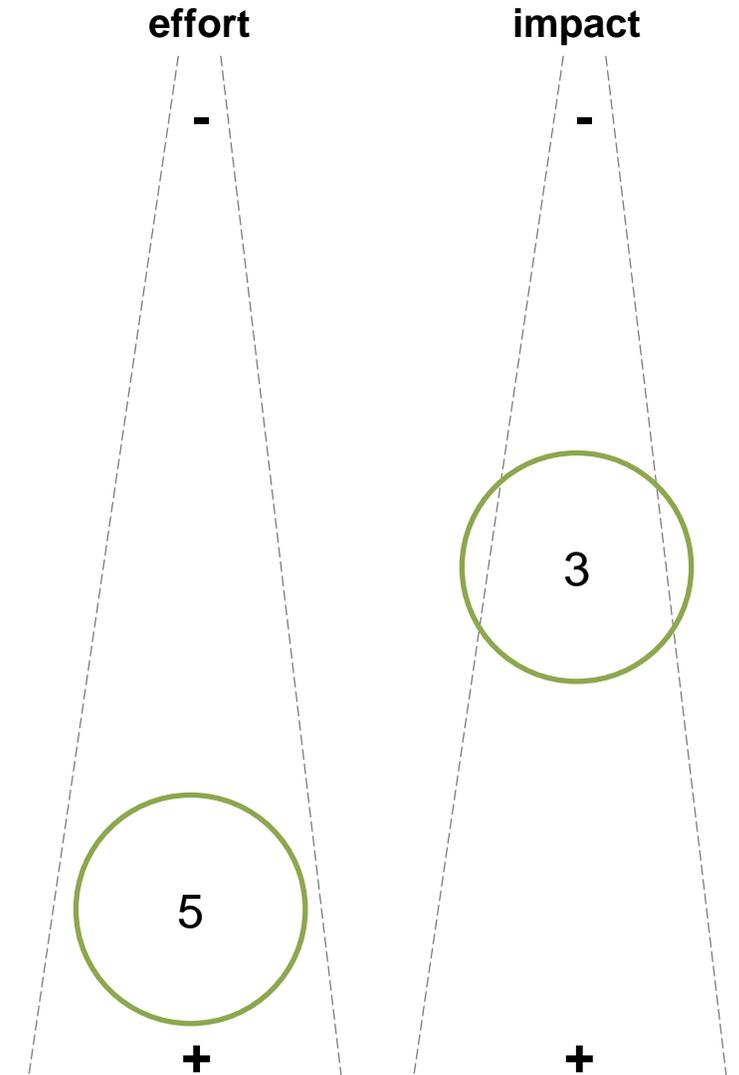
LOS: Change non-motorized LOS “typology” to match STP

- Result:
 - Different frontage and on-site requirements
 - Different scope for City projects



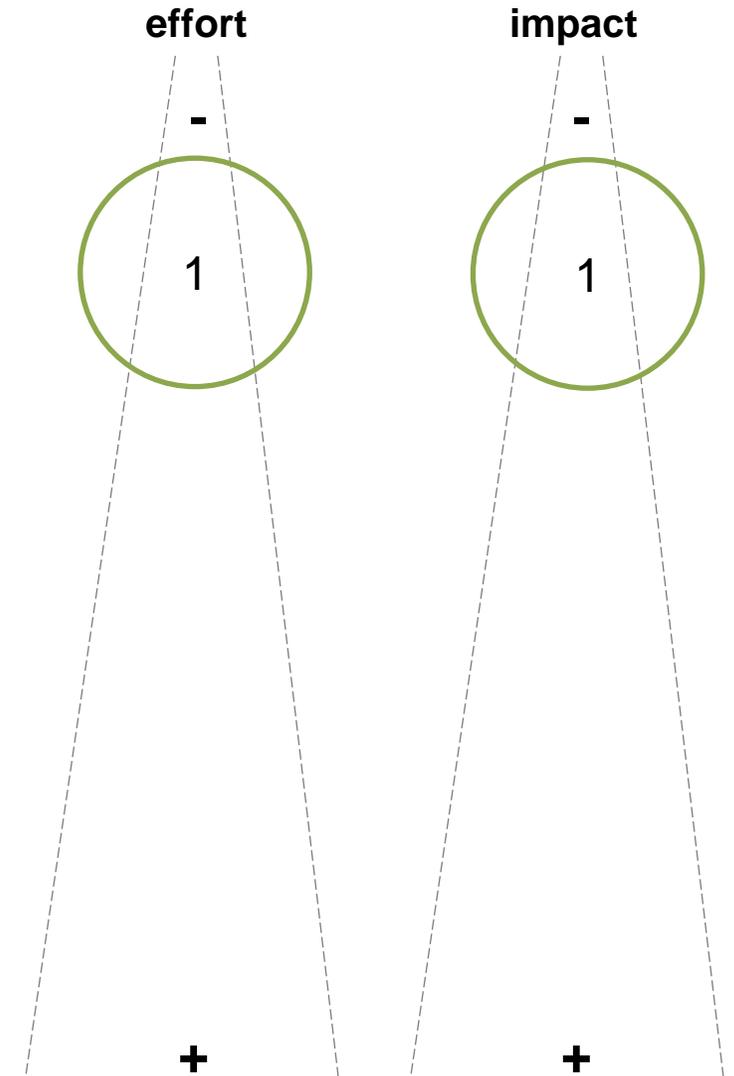
LOS: Change to multi-modal measurement (use quality of service or system completion)

- Result:
 - Build on STP effort
 - Separate, data-driven, project required
 - Different requirements for development (*see concurrency)



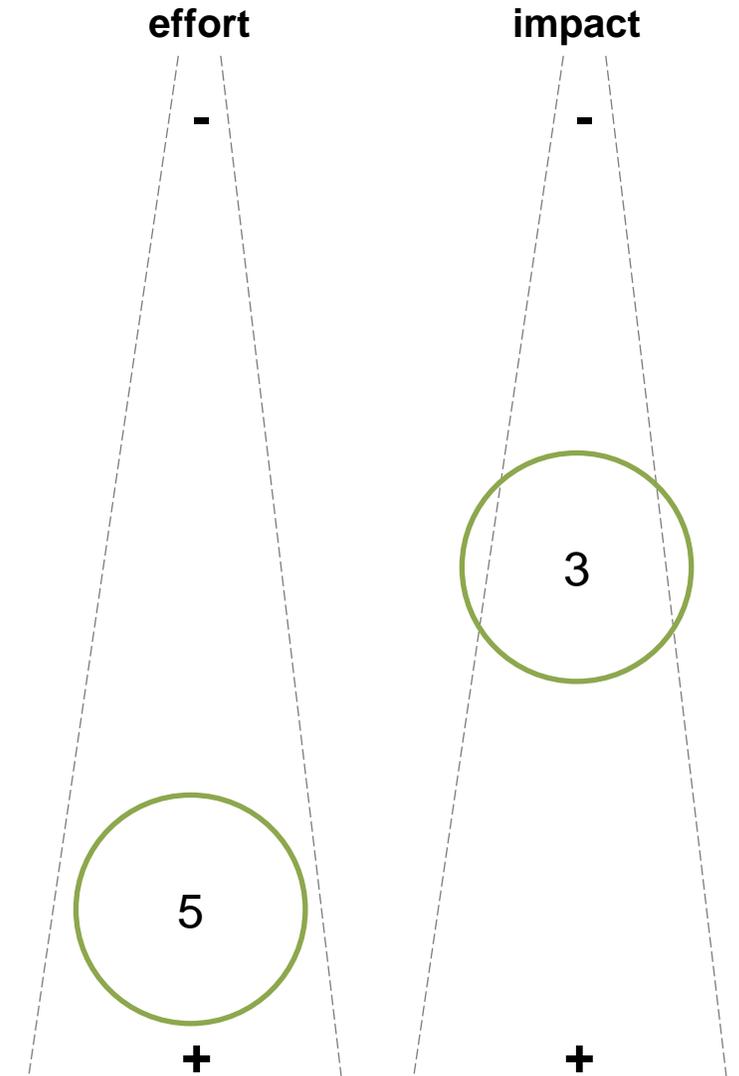
Concurrency: Raise the thresholds for when development needs to analyze traffic

- Result:
 - Harder for development to pass test without mitigation
 - Some projects will downsize
 - More difficult for City to meet Comp Plan goals



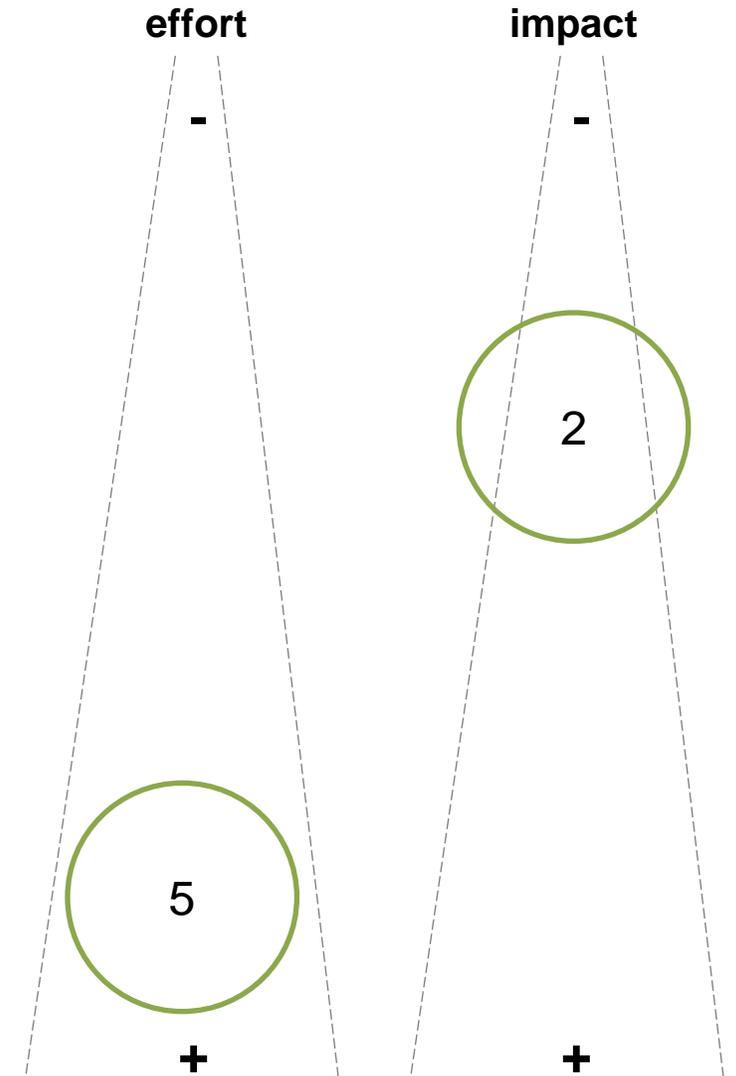
Concurrency: If LOS measure changes, concurrency also changes

- Result:
 - Frontage improvements will match STP
 - Potential for some mitigation beyond frontage (likely to be small given nexus and proportionality)



TIF: Update with STP project list

- Result:
 - Annual funding could increase
 - Developments could pay more
 - STP projects built out over time



Changes Ranked by Level of Effort

Tool	Change	Effort	Impact
LOS	Accept lower LOS for cars	1	1
Concurrency	Raise thresholds for dev.	1	1
LOS	Match NM LOS to STP	2	2
TIF	Update per STP	5	2
LOS*	Change measurement	5	3
Concurrency*	Per LOS changes	5	3

*inter-related changes

Options for consideration

Tool	Change	Effort	Impact
LOS	Accept lower LOS for cars	1	1
Concurrency	Raise thresholds for dev.	1	1
LOS	Match NM LOS to STP	2	2
TIF	Update per STP	5	2
LOS*	Change measurement	5	3
Concurrency*	Per LOS changes	5	3

→ Not necessarily good policy

→ May have unintended consequences

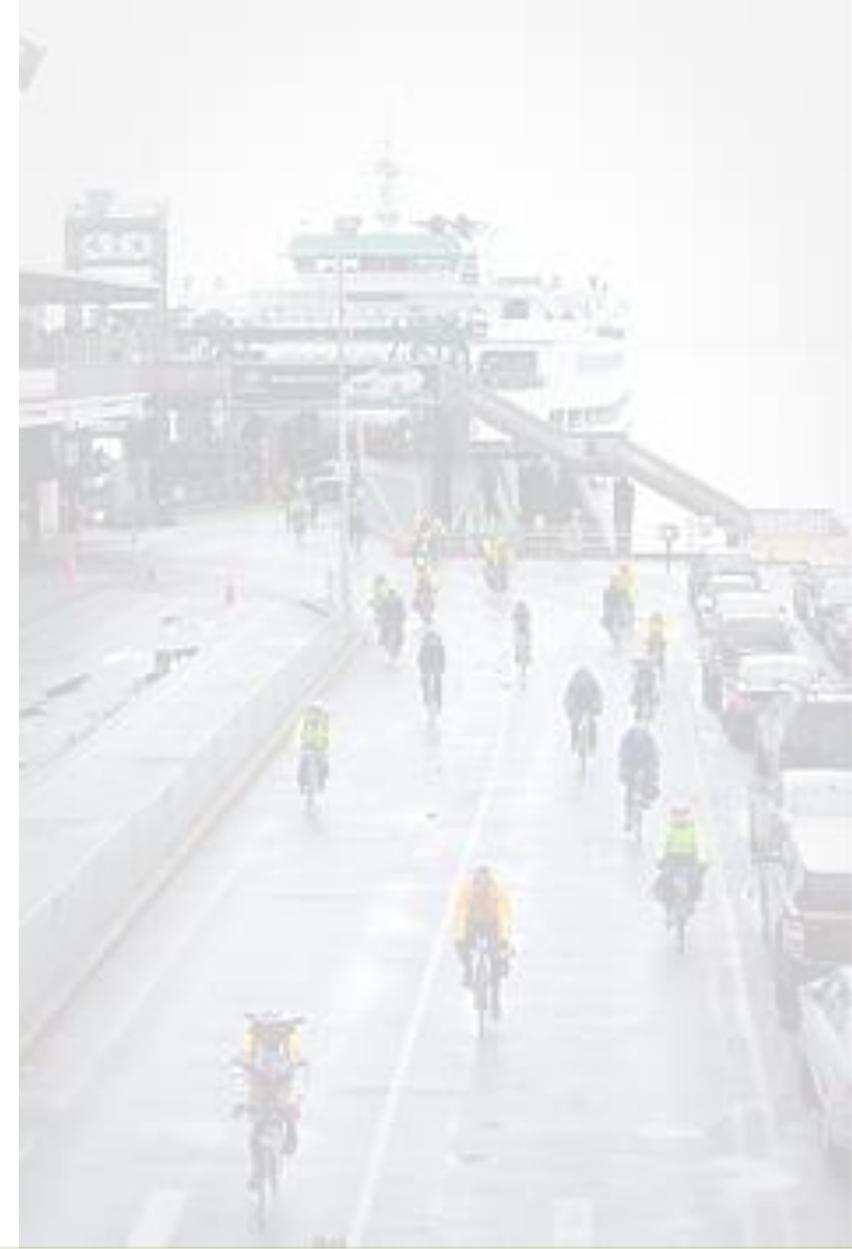
→ **Low effort, good policy; after STP**

→ **High effort, but needs updating; after STP**

Aligns with City-wide values, but high effort and uncertain results; consider with Comp Plan update

Transportation Levels-of-Service Workshop – Questions & Discussion

October 20, 2020





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:30 PM) Development Moratorium - Ordinance No. 2020-29 Further Narrowing the Moratorium to the Shoreline Properties in the Winslow Master Plan Study Area - Planning,

SUMMARY: On September 22, 2020, during the City Council's discussion following the public hearing to extend the development moratorium to April 3, 2021 to complete the final item on the work plan (integration of the critical areas ordinance into the Shoreline Master Program), the Council directed the City Manager to bring back an ordinance to further narrow the moratorium so that it would apply only to the shoreline properties within the Winslow Master Plan Study Area. The attached ordinance has accordingly been prepared for the Council's consideration of approval.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to approve Ordinance No. 2020-29, which will further narrow the development moratorium to only apply to the shoreline properties within the Winslow Master Plan Study Area.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: See summary above.

ATTACHMENTS:

[Ordinance No. 2020-29 Further Narrowing the Development Moratorium to Shoreline Properties within the WMPSA](#)

[Exhibit A \(Work Plan\) to Ordinance No. 2020-29](#)

[Exhibit B \(Map\) to Ordinance No. 2020-29](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-29

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-24; providing for severability; leaving the effective date of the moratorium unchanged; narrowing the moratorium to those properties within the shoreline jurisdiction within the Winslow Master Plan Study Area; and leaving the duration of the moratorium unchanged, which is until April 3, 2021.

WHEREAS, on January 9, 2018, the City Council enacted Ordinance No. 2018-02 and thereby established a temporary emergency moratorium on the acceptance and processing of certain Permit Applications, as defined in Section 2 of Ordinance No. 2018-02; and

WHEREAS, the City Council and City staff received feedback and comment from individuals related to the moratorium and, based partly on that feedback and comment, the Council determined that certain exclusions to the moratorium needed to be amended to clarify the Council's intent regarding such exclusions; and

WHEREAS, on January 16, 2018, the Council enacted Ordinance No. 2018-03, which amended Ordinance No. 2018-02 to clarify some of the exclusions; and

WHEREAS, the Council and City staff received additional feedback and comment from individuals related to the moratorium and, based partly on that feedback, the Council determined that further amendment was necessary to clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

WHEREAS, on February 15, 2018, the Council enacted Ordinance No. 2018-05, which amended and restated Ordinance No. 2018-02 and Ordinance No. 2018-03; and

WHEREAS, based on additional information and consideration related to educational facilities and preschools, as well as related to the applicability of the moratorium in the Mixed Use Town Center/Central Core Overlay District, on March 13, 2018, the Council approved Ordinance No. 2018-09 to further clarify which types of activities are subject to the moratorium, and which activities are excluded from the moratorium; and

WHEREAS, this moratorium was imposed, in part, to allow the City Council and City staff adequate time to complete the Critical Areas Ordinance Update process, and to address the Council's concerns about the City's development review process, standards, and guidelines, as well as regarding affordable housing related issues; and

WHEREAS, the Council adopted the Critical Areas Ordinance Update (Ordinance No. 2018-01) on February 27, 2018, and the updated Critical Areas Ordinance took effect on April 23, 2018; and

WHEREAS, critical areas within the City's shoreline jurisdiction are regulated by the City's shoreline master program (see, e.g., Chapter 16.12 BIMC, RCW 36.70A.480(3)(b)); and

WHEREAS, integration of applicable critical areas regulations into the shoreline master program is essential to ensuring adequate protection of critical areas within the shoreline jurisdiction and no net loss of shoreline ecological functions; and

WHEREAS, regulations for critical areas within the City's shoreline jurisdiction are in the process of being updated through an amendment of the City's shoreline master program consistent with the Shoreline Management Act and that amendment process was ongoing as of July 9, 2018, which was the original date that the moratorium was set to expire, and that process continues to be ongoing; and

WHEREAS, the City Council approved Ordinance No. 2018-14 on April 24, 2018, amending the development moratorium in order to have the provisions of Section 3.B. only apply within the City's shoreline jurisdiction areas (Chapter 16.12 BIMC); and

WHEREAS, a number of moratorium priorities were identified at a joint meeting of the City's Design Review Board and Planning Commission on February 22, 2018, including the following:

- (1) Revise review procedures for preliminary subdivisions to include the Design Review Board and Planning Commission in process; and
- (2) Analyze alternatives to decision-making authority for the Design Review Board, Planning Commission, and Hearing Examiner for subdivisions, conditional use permits, and site plan and design review; and
- (3) Identify specific development standards to review/revise in Chapters 18.12 and 18.15 of the Bainbridge Island Municipal Code; and
- (4) Initiate rewrite of subdivision design standards in Chapter 17.12 of the Bainbridge Island Municipal Code; and

WHEREAS, at the April 3, 2018, City Council study session, the City's Department of Planning and Community Development provided a briefing on the Design Review Board and Planning Commission joint meeting wherein the Council authorized staff to proceed with a work plan addressing the priorities identified at the joint meeting; and

WHEREAS, on April 2 and 23, May 7 and 21, June 4 and 18, August 6, 13, and 20, September 4 and 17, and October 15, 2018, the City's Design Review Board discussed alternatives for revisions to the City's land use review procedures and/or subdivision design guidelines; and

WHEREAS, on March 22, May 10, June 7, 14, and 21, July 12 and 26, August 9, 23, and 30, September 13 and 27, October 25, November 8 and 29, and December 13, 2018, as well as on January 10, and February 13 and 28, 2019, the City's Planning Commission discussed

alternatives for revisions to the City's land use review procedures, subdivision design guidelines, and/or subdivision standards; and

WHEREAS, the City provided legal background on the roles of land use bodies, presented in a memorandum from attorney James E. Haney (outside legal counsel for the City) entitled, "*Roles of City Council, Planning Commission, Design Review Board, and Hearing Examiner in Land Use Permits*," dated June 1, 2018, and the City Council had a special workshop related to land use review procedures on August 27, 2018; and

WHEREAS, the City's Planning Commission completed their review of land use review procedures and forwarded their recommendations on those issues to the City Council, and on December 11, 2018, the Council enacted Ordinance No. 2018-20 related to revisions and updates to the City's land use review procedures; and

WHEREAS, in addition to updating standards, guidelines, and land use procedures, another moratorium work plan item was to update the decision criteria for Site Plan and Design Review and Conditional Use Permits to ensure that future development is appropriately and thoroughly analyzed; and

WHEREAS, together with the land use review procedural changes approved by Ordinance No. 2018-20, amending the Site Plan and Design Review and Conditional Use Permits decision criteria implements Land Use Element Policies LU 6.5 and LU 6.8; and

WHEREAS, the Planning Commission discussed Ordinance No. 2019-24 modifying the decision criteria for Site Plan and Design Review during five meetings in 2019, including on March 14, August 8 and 22 (public hearing), September 5 and 26, and October 10, 2019, and recommended approval to the City Council; and

WHEREAS, the City Council discussed Ordinance No. 2019-24 on November 26, 2019 and again on December 10, 2019 and approved the ordinance on December 10, 2019; and

WHEREAS, as part of the Planning Commission's review and consideration of the City's subdivision review procedures, design guidelines, and standards, the Commission reviewed the proposed ordinance related to such regulations, Ordinance No. 2019-03; and

WHEREAS, on February 13, 2019, and continuing to February 28, 2019, the Planning Commission conducted a public hearing on Ordinance No. 2019-03, and subsequently forwarded the proposed ordinance and their recommendations to the City Council; and

WHEREAS, each of the multiple Design Review Board and Planning Commission meetings as described above included an opportunity for public comment on the alternatives for revisions to the City's subdivision guidelines, standards, dimensional standards, and/or land use review procedures; and

WHEREAS, the City Council reviewed and considered proposed updates to the City's subdivision regulations at regularly scheduled meetings on September 4 and 11, October 9, and December 4, 2018, and January 22, 2019; and

WHEREAS, the City Council considered the Planning Commission's recommendations related to proposed updates to the City's subdivision regulations as included in Ordinance No. 2019-03, including at Council meetings on March 19, April 2 and 16, May 28, and July 23, 2019;

WHEREAS, the City Council held a public hearing on Ordinance No. 2019-03 on August 27, 2019 and September 24, 2019; and

WHEREAS, the City Council approved Ordinance No. 2019-03 on September 24, 2019 related to updates to the City's subdivision regulations, and the ordinance went into effect on October 24, 2019; and

WHEREAS, City staff worked with the Design Review Board and a consultant team related to updating the City's Design Guidelines (BIMC 18.18.030) more generally (i.e., the design guidelines that aren't included in the separate effort described above related to design guidelines for subdivisions), and that work was completed in August 2019; and

WHEREAS, on January 30 and May 22, 2019, the City hosted public meetings on the design review regulations update; and

WHEREAS, on March 18, April 1, May 6, June 17, and July 15, 2019, the City's Design Review Board discussed the design review regulations update; and

WHEREAS, at the February 5 and June 4, 2019 City Council study sessions, the City's consultant, Framework, provided briefings on the design review regulations update; and

WHEREAS, the Planning Commission held a public hearing on Ordinance No. 2019-25 (related to design review regulations) on September 5, 2019; and

WHEREAS, City staff provided the Planning Commission's September 5, 2019 recommendations related to the design review regulations update to the City Council for consideration at the Council's September 17, 2019 study session; and

WHEREAS, the City Council held a public hearing on Ordinance No. 2019-25 and subsequently approved the ordinance on September 24, 2019, after considering the input it received related to Ordinance No. 2019-25 prior to adopting the ordinance; and

WHEREAS, on June 12, 2018, the City Council authorized the execution of a professional services agreement to conduct an economic market analysis and feasibility study regarding a new inclusionary zoning program and updates to the City's Transfer of Development Rights program, both of which address affordable housing related issues; and

WHEREAS, on July 24, 2018, the Affordable Housing Task Force (“AHTF”) presented its final report to the City Council and the Council discussed the recommendations more thoroughly on August 21, 2018; and

WHEREAS, on October 2 and December 4, 2018, the City Council received a project update on the economic market analysis from the consultant (ECONorthwest/Forterra) related to inclusionary zoning and possible updates to the City’s Transfer of Development program; and

WHEREAS, on February 19, 2019, the City Council reviewed and provided direction to staff related to the ECONorthwest/Forterra final report and the AHTF report recommendations, and the Council discussed the status of the Council’s Affordable Housing Ad Hoc Committee; and

WHEREAS, City staff members continue to work on prioritizing and organizing work on the inclusionary zoning and other AHTF report recommendations which were endorsed by the Council at its February 19, 2019, meeting and work is ongoing in this effort; and

WHEREAS, the City Council had policy discussions on September 17, 2019 and February 4, 2020 regarding inclusionary zoning or multifamily property tax exemption programs; and

WHEREAS, on February 27, 2018, the City Council was provided with a moratorium work program; and

WHEREAS, on April 10, May 22, June 5, June 19, July 17, August 21, September 4 and 18, October 2 and 16, November 6 and 20, and December 4, 2018, as well as on January 15, February 5 and 19, March 5 and 19, April 2 and 16, May 7 and 21, June 4 and 18, July 2 and 16, August 6 and 20, September 3 and 17, November 5, and December 3, 2019, and January 7, February 4, March 3, April 7, May 5, June 2, July 7, August 4, September 1, 2020, October 6, 2020 the City Council was provided further moratorium work program status report updates; and

WHEREAS, on June 26, 2018, the City Council held a public hearing and approved Ordinance No. 2018-23, extending the development moratorium for another 90 days until October 9, 2018; and

WHEREAS, on September 25, 2018, the City Council held a public hearing and approved Ordinance No. 2018-41, and thereby extended the development moratorium for another six (6) months, and in so doing narrowed the moratorium to remove two-lot short subdivisions in which there is an existing single-family residence from the moratorium; and

WHEREAS, on October 16, 2018, the City Council discussed integrating critical area regulations into the Shoreline Master Program (Chapter 16.12 BIMC) and made the policy decision to not apply new Aquifer Recharge Protection Area regulations (BIMC 16.20.100) within the City’s shoreline jurisdiction areas; and

WHEREAS, as a result of that policy decision, and the City Council’s affirmation on October 23, 2018 that the moratorium should be narrowed in that manner, the Council directed staff to prepare an ordinance to entirely remove Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City’s shoreline jurisdiction areas) from the moratorium; and

WHEREAS, on October 23, 2018, the City Council discussed additional revisions to the development moratorium, including related to excluding from the moratorium certain permit applications for development in the Business/Industrial zoning district, and the Council directed staff to prepare an ordinance to narrow the moratorium accordingly; and

WHEREAS, on October 23, 2018, the City Council also discussed potentially further narrowing provisions of the moratorium related to applications for new short subdivisions that the Council had previously narrowed, and the Council decided to not take such action at that time pending the Planning Commission’s ongoing but not yet completed work related to subdivisions, including new subdivision design guidelines and revised subdivision standards and review procedures; and

WHEREAS, on October 23, 2018, the City Council also discussed issues related to making condominiums out of accessory dwelling units (“ADUs”) and common ownership of ADUs, and the Council directed staff to work on possible revisions to the BIMC to allow the Council to further consider the common ownership issue related to ADUs; and

WHEREAS, the City Council discussed requiring common ownership for new ADUs at its meetings on June 18, July 23, September 10, and October 22, 2019, and directed staff to begin legislative review with the Planning Commission to adopt such regulations via draft Ordinance No. 2019-09; and

WHEREAS, the Planning Commission discussed Ordinance No. 2019-09 on December 12, 2019 and then held a public hearing on Ordinance No. 2020-02 (formerly Ordinance No. 2019-09) on January 9, 2020; and

WHEREAS, on January 9, 2020, the Planning Commission created a temporary subcommittee to further discuss these topics and other ADU regulations, and that subcommittee submitted recommended changes related to Ordinance No. 2020-02 to the Planning Commission at its February 13, 2020 meeting; and

WHEREAS, the Planning Commission endorsed the subcommittee recommendations on February 13, 2020, and reviewed amended Ordinance No. 2020-02 on February 27, 2020; and

WHEREAS, the Planning Commission held another public hearing on Ordinance No. 2020-02 on March 12, 2020, and after closing the public hearing, recommended approval of Ordinance No. 2020-02 to the City Council; and

WHEREAS, on November 13, 2018, the City Council approved Ordinance No. 2018-43, and thereby narrowed the moratorium as requested by the Council and described above related to

entirely removing Section 3.B. (which, in effect, applied the Aquifer Recharge Protection Area regulations in the City’s shoreline jurisdiction areas) from the moratorium, and broadening an exclusion related to certain Major Site Plan and Design Review and Major Conditional Use Permit proposals to include in that exclusion such proposals for properties located in the Business/Industrial District; and

WHEREAS, although the City has been working to address the land use issues identified in the development moratorium, as described above, the work is ongoing and not yet completed on affordable housing and some other moratorium work plan items; and

WHEREAS, on September 3 and 10, 2019, the City Council discussed the moratorium, including the option of extending it for two additional months (to December 3, 2019) to allow time for public outreach to educate the public about the new subdivision standards and design review regulations and to possibly extend a more narrow form of the moratorium beyond December 3, 2019, in order to adopt affordable housing requirements; and

WHEREAS, it was anticipated that an extended moratorium would be narrowed to apply only to certain types of development in the Winslow Master Plan Study Area, with some exceptions; and

WHEREAS, on September 24, 2019, the City Council enacted Ordinance No. 2019-26, which extended the moratorium in its then-current form until December 3, 2019, and in a more narrow form from December 4, 2019, until April 3, 2020; and

WHEREAS, the City Council had a policy discussion on February 4, 2020 regarding inclusionary zoning and multifamily property tax exemption programs, and on June 22, 2020 tasked a joint City Council/Planning Commission Ad Hoc Subcommittee to assist in prioritizing land use code changes, including related to affordable housing and accessory dwelling units; and

WHEREAS, on March 24, 2020, the City Council enacted Ordinance No. 2020-09, which extended the moratorium in its current form from April 3, 2020 to October 3, 2020; and

WHEREAS, the City submitted a draft ordinance integrating the updated Critical Areas Ordinance (“CAO”) regulations into the Shoreline Master Program (“SMP”) to the Washington State Department of Ecology (“Ecology”) and received Ecology’s response on December 9, 2019; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and more than a thousand persons in the state have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities

accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, the final review and public hearing in response to Ecology's comments were delayed from March 2020 to June 23, 2020; and

WHEREAS, on June 23, 2020, the City Council directed staff to move forward with the preparation of an ordinance that incorporates Ecology's required and recommended changes, and staff's own recommended changes, and to schedule a public hearing for that ordinance at a future meeting; and

WHEREAS, on September 1, 2020, as part of the moratorium update, the City Council directed staff that due to the passage of time that has occurred regarding the variety of topics on the moratorium work plan related to affordable housing, and in that such work on affordable housing at this point is expected to continue in various ways, the Council's expectation is that such work can continue outside of this moratorium and, as such, the Council directed staff to update the moratorium work plan to remove the affordable housing topic from the work plan; and

WHEREAS, on September 8, 2020, the City Council considered this Ordinance No. 2020-24, which is the ordinance that City staff prepared as directed by the Council at its September 1, 2020 meeting, including related to the revised work plan, and the Council set the public hearing on the ordinance for September 22, 2020; and

WHEREAS, regarding the remaining item on the moratorium work plan, on September 22, 2020, the City Council conducted a public hearing on an ordinance related to integrating the CAO into the SMP, which is Ordinance No. 2020-17, and that ordinance will be coming back to the City Council for further consideration after additional environmental review is completed; and

WHEREAS, the CAO/SMP integration ordinance must be approved by Ecology before it becomes effective, and that Ordinance No. 2020-17 will first be considered further by the City Council and, after adoption by the Council, the ordinance will be transmitted to Ecology for approval, which is expected to occur in the coming months; and

WHEREAS, due to the narrowing of the work plan to the CAO/SMP integration, the City Council directed the City Manager during the public hearing on Ordinance No. 2020-24 on September 22, 2020 to bring back an ordinance to further narrow the moratorium to the properties within the shoreline zone within the Winslow Master Plan Study Area; and

WHEREAS, under Washington state law and regulations, including RCW 90.58.030(2)(f) and WAC 173-22-030(10), and the City's regulations, the "shoreline zone" refers to the shoreline jurisdiction, as defined in the Shoreline Master Program, BIMC 16.12.080 as, "the proper term describing all of the geographic areas covered by the Shoreline Management Act, related rules, and the applicable master program. Those lands extending landward for 200

feet in all directions, as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all marshes, bogs, swamps and deltas associated with the streams, lakes, and tidal waters subject to the Shoreline Management Act. Also, such areas within a specified local government's authority.”; and

WHEREAS, those properties now impacted by the narrowed moratorium are reflected in Exhibit B; and

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

WHEREAS, the moratorium promotes the public good and is necessary for the protection of public health, property, safety, and welfare, and the public emergency on which this moratorium was imposed continues to exist and this ordinance does not change the basis for that declaration of emergency, except as described above, nor the effective date of the moratorium, which is January 9, 2018.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the moratorium, as established by Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, 2019-26, 2020-09, and 2020-24.

Section 2. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on the most recent extension of the moratorium at its meeting on September 22, 2020, and took public testimony and considered further findings of fact.

Section 3. Moratorium Amended. The moratorium is hereby amended, as also stated in Section 7 below, such that the moratorium is narrowed to apply only to the properties within the shoreline zone within the Winslow Master Plan Study Area, as identified in attached Exhibit B, and as incorporated herein.

Section 4. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made, and the City has thereby previously extended the moratorium as described herein based on the work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this moratorium. The work plan was last updated when the City Council, after conducting a public hearing on September 22, 2020, extended the moratorium to April 3, 2021. This current ordinance does not change the duration of the moratorium. The ordinance further narrows the moratorium, and the work plan attached as Exhibit A and incorporated herein is updated to reflect the current status of the moratorium.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declarations stated in the moratorium ordinances which preceded this ordinance, Ordinance Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, 2019-26, 2020-09, and 2020-24, except as described in the “Whereas” clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2018-02 and Ordinance No. 2018-03, and were restated and supplemented in Ordinance No. 2018-05 and Ordinance No. 2018-09, and Ordinance Nos. 2018-14, 2018-23, 2018-41, 2018-43, 2019-10, 2019-26, 2020-09, and 2020-24, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact.

Section 7. No Change in Duration. This ordinance amends Ordinance No. 2020-24 and does not change the duration of the moratorium, which is until April 3, 2021, unless terminated earlier by the City Council. This ordinance does not change the effective date of the moratorium, which is January 9, 2018. The Council may, at its sole discretion, renew the moratorium for one or more six (6) month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

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

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

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK October 23, 2020
PASSED BY THE CITY COUNCIL
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 2020-29

Attached:

Exhibit A (Updated Work Plan)

Exhibit B (Properties within the Shoreline Jurisdiction and within the Winslow Master Plan Study Area)

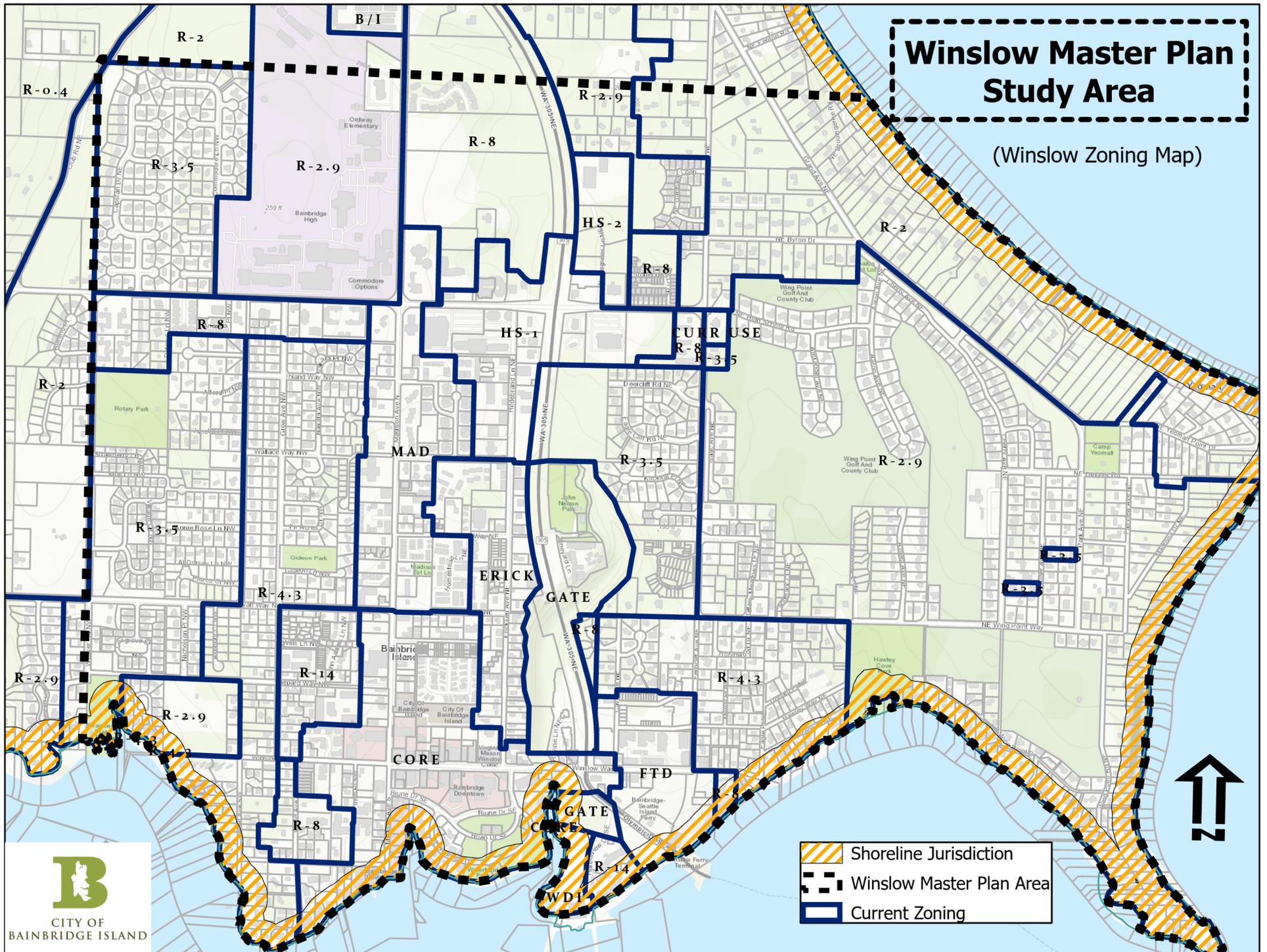
Exhibit A

Moratorium on Certain Development Work Plan Schedule

Ordinance No. 2020-29
 (October 2020 – April 2021)
 (Updated October 27, 2020)

Work Program Item	Description
Critical Areas Ordinance	<p>Adopt the new critical areas ordinance (CAO) into the Shoreline Master Program (SMP). The City sent a draft ordinance to the Dept. of Ecology (Ecology) and received their response on December 9, 2019. Ecology determined that the amendment is largely consistent but has identified elements that appear inconsistent with applicable laws and rules. Due to COVID-19, City staff held a rescheduled March 2020 Council discussion about Ecology's response during the June 23, 2020 City Council meeting. At that meeting, the Council authorized staff to move forward with the preparation of an ordinance that incorporates Ecology's required changes, staff's recommended changes based on Ecology's recommended changes, and staff's own recommended changes, as well as to schedule a public hearing for that ordinance at a future meeting.</p> <p>The City Council conducted a public hearing on that ordinance, Ordinance No. 2020-17, on September 22, 2020, and that ordinance will be coming back to the Council for further consideration after additional environmental review is completed. After adoption by the Council, which is expected to occur in the coming months, City staff will transmit the SMP amendment to Ecology in accordance with WAC 173-26-110 and it will become effective 14 days after final approval by Ecology.</p>

EXHIBIT B





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:40 PM) Ordinance No. 2020-34 Prohibiting New Self-Service Storage Uses, Consider Scheduling Adoption - Planning,

SUMMARY: Following a staff presentation on September 8, 2020 related to the City's existing self-service storage facilities and how this use is regulated in other west Puget Sound jurisdictions, the City Council directed staff and the Planning Commission to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities.

The Planning Commission discussed the Council's direction on September 24 and October 8, 2020. The Planning Commission is scheduled to hold a public hearing on draft Ordinance No. 2020-34 on October 29, 2020 and is expected to make a recommendation to the Council subsequent to the public hearing.

In the event that the Planning Commission does not complete their recommendation on October 29, City staff is requesting via a separate agenda item that is included in this Council meeting agenda that the Council set a public hearing on an ordinance to extend the existing moratorium on self-service storage facilities. As proposed, that public hearing would occur on November 10, before the expiration date of that moratorium, which is currently set to expire on November 26, 2020.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to forward Ordinance No. 2020-34 to the Unfinished Business section of the Council agenda on November 10, 2020 to allow for further consideration and possible adoption of the ordinance.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium does not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures or to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium. The moratorium is currently set to expire on November 26, 2020, unless terminated or renewed by the City Council.

The Council adopted a work plan with Ordinance No. 2020-12, and on June 16, 2020, the Council directed staff to move forward with gathering information for the self-service storage facilities moratorium workplan. Staff compiled information on existing self-service storage facilities on Bainbridge Island as well as researching regulations of other local jurisdictions regarding self-service storage. The Council also requested that staff look at the environmental impacts of self-service storage and the existing self-service storage square footage and how much that equates to square footage per person. The information provided included maps of development potential in the Business/Industrial and Neighborhood Center zones.

The self-service storage moratorium is set to expire on November 26, 2020. The City Council may consider extending the moratorium on self-service storage facilities to allow for completion of permanent regulations.

On September 8, 2020, City staff updated the City Council on research regarding self-service storage facilities capacity, vacancy, tenant use, existing amount of square footage per person, amount of jobs created, potential environmental impacts, and a sharing of regulations from surrounding communities in the west Puget Sound region, pursuant to the adopted Work Plan. After discussing the information, the Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and discussed the possibility of allowing expansion for existing facilities.

The Planning Commission began discussion of this topic on September 24, and continued the discussion on October 8, 2020. The Commission requested information about the expansion potential of the existing self-service storage facilities, and confirmed that any ordinance prohibiting new self-service storage facilities should provide for expansion of existing facilities consistent with the development standards of the underlying zoning district.

The draft ordinance that is included with this agenda item is being provided to the Council for initial consideration. The Planning Commission will be conducting a public hearing related to the draft ordinance on October 29, 2020. Subsequently, it is expected that the Planning Commission will provide a recommendation to the Council related to the ordinance.

ATTACHMENTS:

[20201029 Public Hearing DRAFT Ordinance No. 2020-34 Self-Service Storage Facilities.docx](#)

[Exhibit A to Ordinance 2020-34.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2020-34

AN ORDINANCE of the City of Bainbridge Island, Washington, amending BIMC Table 18.09.020, 18.09.030.G and 18.30.020 related to prohibiting new self-service storage facilities and adding provisions for expansion of existing self-service storage facilities.

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

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and a conditional use in Neighborhood Center (NC) districts within the City; and

WHEREAS, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

WHEREAS, Policy 1.5 of the Economic Element of the City’s Comprehensive Plan states that “[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island’s valued natural amenities, its limits of land and water and the quality of its residential neighborhoods”; and

WHEREAS, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

WHEREAS, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, the City Council has significant concerns regarding whether self-storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

WHEREAS, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

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

WHEREAS, on November 26, 2019 the City Council approved Ordinance 2019-40 imposing a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the B/I NC zoning districts; and

WHEREAS, at its April 28, 2020 meeting, the City Council considered options related to this moratorium and decided to set a public hearing for May 12, 2020 to accept public comment and consider this ordinance to extend the moratorium for another six months; and

WHEREAS, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built because the Council did not intend for the moratorium to apply to such projects, and this ordinance includes an exemption to meet the Council's intent in that regard; and

WHEREAS, on May 12, 2020, the City Council conducted a public hearing on Ordinance 2020-12 and after considering public comment, the City Council adopted this ordinance to extend the self-service storage facility moratorium for six months, to November 26, 2020, unless the Council terminates the moratorium earlier, and to otherwise amend the moratorium as stated in this ordinance; and

WHEREAS, on September 8, staff presented research on the City's existing self-service storage facilities and how this use is regulated in other west Sound jurisdictions; and

WHEREAS, the research showed that the existing self-service storage facilities on Bainbridge Island employ an average of 1-2 persons and that the average amount of self-storage used by residents (not business) of 9 square feet per person, exceeding the national average of 5.4 square feet per person (Self-Storage Almanac, 2019); and

WHEREAS, after discussing the information presented by staff, the City Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities; and

WHEREAS, the Planning Commission discussed the topic of self-storage facilities on September 24, 2020; and

WHEREAS, the Planning Commission continued discussion of self-storage facilities on October 8, 2020, considering the text of the draft ordinance and setting a public hearing for October 29; and

WHEREAS, after holding and closing a public hearing on October 29, 2020, the Commission recommended of approval of Ordinance 2020-34 to the City Council; and

WHEREAS, notice was given on XXXX, 2020, 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 Ordinance 2020-34 at its meeting on XXXX, 2020; and

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

Section 1. Table 18.09.020 of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

Section 2. Section 18.09.030.G of the Bainbridge Island Municipal Code is hereby amended to read as follows:

~~4. Self Service Storage Facilities. In the NC district, self service storage facilities are a permitted (“P”) use; provided, that no outdoor storage is visible from abutting properties and public rights of way.~~

Section 3. Section 18.30.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

A nonconforming use of land may be continued; provided, that:

A. The use is not enlarged, increased, or extended to occupy a greater area of land or structure than was occupied on the date of adoption of this code; except for self-service storage facilities in existence prior to the effective date of Ordinance No. 2020-34, expansion up to the current lot coverage is allowed. This expansion would be subject to all other required permits and standards of the BIMC, including requiring a site plan and design review, if applicable; and

Section 4. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this XX day of XXX, 2020.

APPROVED by the Mayor this XX day of XXX, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	XXX, 2020
PASSED BY THE CITY COUNCIL:	XXX, 2020
PUBLISHED:	XXX, 2020
EFFECTIVE DATE:	XXX, 2020
ORDINANCE NUMBER:	2020-34

EXHIBIT A

Excerpt 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	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				HSR I and II	NC	B/I	WD-I	Use-Specific Standards BIMC 18.09.030
USE CATEGORY/TYPE											CC	MA	EA	Gate	Ferry [1]				
Warehouse and Freight Movement																			
Self-Service Storage Facility																	G	P	G-4 18.30.020

ORDINANCE NO. 2020-12

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2019-40 that imposed a moratorium on certain activities related to self-service storage facilities; continuing the basis for the emergency moratorium; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months until November 26, 2020.

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

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and Neighborhood Center (NC) districts within the City; and

WHEREAS, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

WHEREAS, Policy 1.5 of the Economic Element of the City’s Comprehensive Plan states that “[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island’s valued natural amenities, its limits of land and water and the quality of its residential neighborhoods”; and

WHEREAS, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

WHEREAS, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, Policy 15.2 of the Economic Element of the City’s Comprehensive Plan is to “[p]romote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island”; and

WHEREAS, self-service storage facilities have been found in other Washington jurisdictions to employ approximately one person per acre; and

WHEREAS, the City Council has significant concerns regarding whether self-storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

WHEREAS, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

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

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and hundreds of persons have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, City staff and the City Council have not had a meaningful opportunity to substantially review the regulations and policies at issue related to this moratorium to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

WHEREAS, at its April 28, 2020 meeting, the City Council considered options related to this moratorium and decided to set a public hearing for May 12, 2020 to accept public comment and consider this ordinance to extend the moratorium for another six months; and

WHEREAS, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built because the Council did not intend for the moratorium to apply to such projects, and this ordinance includes an exemption to meet the Council's intent in that regard; and

WHEREAS, on May 12, 2020, the City Council conducted a public hearing on this ordinance and the Council received and considered public comment related to this ordinance; and

WHEREAS, on May 12, 2020, after considering such public comment, the City Council adopted this ordinance to extend this moratorium for six months, to November 26, 2020, unless the Council terminates the moratorium earlier, and to otherwise amend the moratorium as stated in this ordinance; and

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

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. The public emergency that existed requiring that this moratorium become effective immediately upon adoption on November 26, 2019 continues to exist.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the moratorium established by Ordinance No. 2019-40. The City Council may, in its discretion, adopt additional findings after the public hearing referenced below.

Section 2. Continuation of Existing Moratorium. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby continuing the imposition of the temporary moratorium that was imposed by Ordinance No. 2019-40, as described in this Section 2, for those properties requesting the following (“Permit Applications”):

All building permit applications or land use applications for self-service storage facilities located, or proposed to be located, in the Business/Industrial or Neighborhood Center districts.

Section 3. Exclusions.

A. The moratorium imposed under Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures, or work mandated by the City to maintain public health and safety.

B. The moratorium imposed under Section 2 of this ordinance shall not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

Section 4. Moratorium Extended and Amended. The moratorium is hereby amended to extend the moratorium in the amended form as specified in this ordinance for six months, which is until November 26, 2020.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the moratorium at its meeting on May 12, 2020, and took public testimony and considered further findings of fact.

Section 6. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinance related to this moratorium, Ordinance No. 2019-40, the City is hereby extending the moratorium for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this moratorium on May 12, 2020.

Section 7. Effect on Vested Rights. The moratorium extended under Section 2 of this ordinance shall apply prospectively only and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this moratorium. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete Permit Application before the effective date of this moratorium.

Section 8. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in full force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in the moratorium ordinance which preceded this ordinance, Ordinance No. 2019-40, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to

support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2019-40, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance does not change the effective date of this moratorium, which is November 26, 2019.

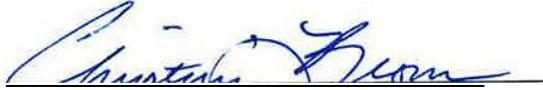
PASSED by the City Council this 12th day of May, 2020.

APPROVED by the Mayor this 12th day of May, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	May 1, 2020
PASSED BY THE CITY COUNCIL:	May 12, 2020
PUBLISHED:	May 15, 2020
EFFECTIVE DATE:	May 20, 2020
ORDINANCE NUMBER:	2020-12

Exhibit A (Work Plan)



EXHIBIT A

SELF-SERVICE STORAGE FACILITIES MORATORIUM

WORK PLAN (May 12, 2020)

MORATORIUM – Self-Service Storage Facilities:

On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Center (NC) zoning districts. The moratorium does not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures. The moratorium was in effect for 6 months, or until May 26, 2020. On May 12, 2020, the Council voted to extend the moratorium in an amended form for an additional 6 months via adoption of this current ordinance, Ordinance 2020-12. As a result, the moratorium will be in effect until November 26, 2020, unless terminated earlier or extended by the Council.

The City has developed the following **Work Plan** described below to address issues related to self-service storage facilities based on direction provided by the City Council:

Mid-May – June 2020

Staff will gather the applicable visions and goals of the Comprehensive Plan as they relate to the BI and NC zoning districts. Staff will also compile information on self-service storage capacity and demand as well as research regulations of other local jurisdictions regarding self-service storage. Staff will also research the amount of jobs that self-service storage facilities provide and the vacancy rate of existing facilities (if available).

July 2020

Staff will present their findings from their research to the City Council and seek direction from the Council on how to proceed. The various options for the Council to consider may include but are not limited to: 1) limit self-service storage to one of the two zoning districts; 2) develop use specific standards for self-service storage (i.e., design character, require market demand analysis, increased landscape buffers); 3) eliminate self-service storage as an allowed use; or 4) require self-service storage to obtain a conditional use permit in existing or other zoning districts.

August – September 2020

Following direction from the City Council, staff will begin drafting regulations to reflect the Council's direction.

October 2020

Staff will provide to the Planning Commission draft code changes for consideration at a study session. After holding a public hearing, the Planning Commission will make a recommendation to the City Council on a draft ordinance.

November 2020

The City Council will review and take action on the proposed ordinance or consider another six-month extension if such an extension is necessary to complete the work for the adoption of updated regulations.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Ordinance No. 2020-36 Relating to an Extension of the Self-Service Storage Moratorium, Set the Public Hearing - Planning,

SUMMARY: As described in more detail below, this item relates to a possible extension of the current moratorium related to self-service storage facilities. The current moratorium is set to expire on November 26, 2020, unless it is extended by the City Council. This agenda item is for the Council to consider the setting of a public hearing on November 10, 2020 on an ordinance, Ordinance No. 2020-36, that would allow the Council to extend the moratorium, if the Council chooses to do so. The existing moratorium has been in place since November 26, 2019.

On a related matter, based on direction from the Council, the Planning Commission is considering a separate ordinance, Ordinance No. 2020-34, that would prohibit new self-service storage facilities. The Planning Commission discussed that draft ordinance at their September 24 and October 8, 2020 meetings. The Commission is scheduled to have a public hearing on October 29, 2020 on that draft ordinance.

If the Planning Commission completes their recommendation to the City Council following the Commission's public hearing on October 29, 2020, the Council has the option to adopt Ordinance No. 2020-34 on November 10, 2020. If, however, the Planning Commission does not complete their recommendation, and the Council desires to extend the moratorium, the Council will need to hold a public hearing on that extension via Ordinance No. 2020-36 on November 10, 2020.

Note: Depending on the action the Council takes regarding Ordinance No. 2020-34, the Council may decide that an extension of the moratorium related to self-service storage facilities is unnecessary.

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to set the public hearing on Ordinance No. 2020-36 for November 10, 2020 to extend the moratorium related to self-service storage facilities.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

Amount:

Ongoing Cost:

One-Time Cost:

BACKGROUND: On November 26, 2019 the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium does not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures or to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium. The moratorium is currently set to expire on November 26, 2020, unless terminated or extended by the City Council.

The Council adopted a work plan with Ordinance No. 2020-12 (which extended the initial duration of the moratorium), and on June 16, 2020, the Council directed staff to move forward with gathering information for the self-service storage facilities moratorium workplan. Staff compiled information on existing self-service storage facilities on Bainbridge Island as well as researching regulations of other local jurisdictions regarding self-service storage. The Council also requested that staff look at the environmental impacts of self-service storage and the existing self-service storage square footage and how much that equates to square footage per person. The information provided included maps development potential in the Business/Industrial and Neighborhood Center zones.

The self-service storage moratorium is set to expire on November 26, 2020. This agenda item is for the City Council to consider extending the moratorium on self-service storage facilities to allow for completion of permanent regulations.

On September 8, 2020, City staff updated the Council on research regarding self-service storage facilities capacity, vacancy, tenant use, existing amount of square footage per person, amount of jobs created, potential environmental impacts, and a sharing of regulations from surrounding communities on the west Puget Sound region, pursuant to the adopted Work Plan. After discussing the information, the Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and discussed the possibility of allowing expansion for existing facilities. That draft ordinance is Ordinance No. 2020-34.

The Planning Commission began discussion of this topic on September 24, and continued the discussion on October 8, 2020. The Commission requested information about the expansion potential of the existing self-service storage facilities, and confirmed that any ordinance prohibiting new self-service storage facilities should provide for expansion of existing facilities consistent with the development standards of the underlying zoning district.

This agenda item to set the public hearing on a possible extension of the moratorium related to self-service storage facilities is necessary because it isn't clear whether the Planning Commission will complete their recommendation on October 29 related to Ordinance No. 2020-34, which (as above described) relates to prohibiting new self-service storage facilities. Consideration of that ordinance is included via a separate agenda item in this Council meeting agenda. As proposed, the public hearing on a moratorium extension would occur on November 10, before the expiration date of the moratorium, which is currently set to expire on November 26, 2020.

ATTACHMENTS:

[Ordinance No. 2020-36 Extending the Moratorium on Self-Service Storage Facilities](#)

[ORD NO. 2020-12 EXTENDING MORATORIUM ON SELF-SERVICE STORAGE FACILITIES](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

PUBLIC HEARING DRAFT

ORDINANCE NO. 2020-36

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2020-12 that extended the moratorium on certain activities related to self-service storage facilities; continuing the basis for the emergency moratorium; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months until May 26, 2021.

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

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and Neighborhood Center (NC) districts within the City; and

WHEREAS, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

WHEREAS, Policy 1.5 of the Economic Element of the City’s Comprehensive Plan states that “[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island’s valued natural amenities, its limits of land and water and the quality of its residential neighborhoods”; and

WHEREAS, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

WHEREAS, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, Policy 15.2 of the Economic Element of the City’s Comprehensive Plan is to “[p]romote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island”; and

WHEREAS, self-service storage facilities on Bainbridge Island have been found to employ an average of one to two employees; and

WHEREAS, the City Council has significant concerns regarding whether self-service storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

WHEREAS, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

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

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and hundreds of persons have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, work by City staff and the City Council has been impacted and delayed related to review of the regulations and policies at issue pertaining to this moratorium to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

WHEREAS, at its April 28, 2020 meeting, the City Council considered options related to this moratorium and decided to set a public hearing for May 12, 2020 to receive public comment and consider whether to extend the moratorium for another six months via Ordinance No. 2020-12; and

WHEREAS, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built, and Ordinance No. 2020-12 and this ordinance include an exemption to meet the Council's intent in that regard; and

WHEREAS, on May 12, 2020, the City Council conducted a public hearing on Ordinance No. 2020-12 and the Council received and considered public comment related to that ordinance; and

WHEREAS, on May 12, 2020, after considering such public comment, the City Council adopted Ordinance No. 2020-12 to extend this moratorium for six months, to November 26, 2020, unless the Council decided to terminate the moratorium earlier, and to otherwise amend the moratorium as stated in Ordinance No. 2020-12; and

WHEREAS, on September 8, 2020, City staff presented research on the City’s existing self-service storage facilities and related to how this use is regulated in other west Puget Sound jurisdictions, and after discussing and considering the information, the City Council directed staff to begin work on an ordinance to prohibit new self-service storage facilities and allow for expansion of existing self-service storage facilities; and

WHEREAS, the Planning Commission discussed the topic of self-service storage facilities on September 24, 2020; and

WHEREAS, the Planning Commission continued discussion of self-service storage facilities on October 8, 2020, including consideration of draft Ordinance No. 2020-34 related to that topic, and the Planning Commission set a public hearing on that ordinance for October 29, 2020; and

WHEREAS, the Planning Commission conducted that public hearing on Ordinance No. 2020-34 on October 29, 2020; and

WHEREAS, in that the existing moratorium related to self-service storage facilities is set to expire on November 26, 2020, and the Planning Commission and the City Council need additional time to work on and consider draft Ordinance No. 2020-34 related to a prohibition on new self-service storage facilities, it is necessary to extend the existing moratorium to allow for the completion of such additional consideration; and

WHEREAS, on October 27, 2020, the City Council set a public hearing for November 10, 2020 to receive public comment and consider this Ordinance No. 2020-36 to extend the moratorium for another six months; and

WHEREAS, on November 10, 2020, the City Council conducted a public hearing on this ordinance and the Council received and considered public comment related to the ordinance; and

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

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. The public emergency that existed requiring that this moratorium become effective immediately upon adoption on November 26, 2019 continues to exist.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the moratorium established by Ordinance No. 2019-40, and as extended by Ordinance No. 2020-12.

The City Council may, in its discretion, adopt additional findings after the public hearing referenced below.

Section 2. Continuation of Existing Moratorium. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby continuing the imposition of the temporary moratorium that was imposed by Ordinance No. 2019-40, and as extended by Ordinance No. 2020-12, as described in this Section 2, for those properties requesting the following (“Permit Applications”):

All building permit applications or land use applications for self-service storage facilities located, or proposed to be located, in the Business/Industrial or Neighborhood Center districts.

Section 3. Exclusions.

A. The moratorium imposed under Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures, or work mandated by the City to maintain public health and safety.

B. The moratorium imposed under Section 2 of this ordinance shall not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

Section 4. Moratorium in Current Form Extended. The moratorium is hereby amended to extend the moratorium in its current form as specified in this ordinance for six months, which is until May 26, 2021.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the moratorium at its meeting on November 10, 2020, and took public testimony and considered further findings of fact.

Section 6. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinances related to this moratorium, Ordinance Nos. 2019-40 and 2020-12, the City is hereby extending the moratorium for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this moratorium on November 10, 2020.

Section 7. Effect on Vested Rights. The moratorium extended by this ordinance shall apply prospectively only and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this moratorium. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant filed a complete Permit Application before the effective date of this moratorium.

Section 8. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in full force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in the moratorium ordinances which preceded this ordinance, Ordinance Nos. 2019-40 and 2020-12, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this moratorium were included in the "Whereas" clauses of Ordinance Nos. 2019-40 and 2020-12, as well as in this ordinance, and those "Whereas" clauses are adopted as findings of fact. This ordinance does not change the effective date of this moratorium, which is November 26, 2019.

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

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

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 23, 2020
PASSED BY THE CITY COUNCIL: _____, 2020
PUBLISHED: _____, 2020
EFFECTIVE DATE: _____, 2020
ORDINANCE NUMBER: 2020-36

Exhibit A (Work Plan)



EXHIBIT A

SELF-SERVICE STORAGE FACILITIES MORATORIUM

WORK PLAN (October 27, 2020)

MORATORIUM – Self-Service Storage Facilities:

On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Service Center (NSC) zoning districts. The moratorium did not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures. The moratorium was initially in effect for 6 months, or until May 26, 2020, and was extended until November 26, 2020, and has been further extended via Ordinance No. 2020-36 to May 26, 2021.

Under the moratorium extension, the moratorium continues to not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium, or November 26, 2019.

On November 10, 2020, the City Council extended the moratorium for an additional 6 months via adoption of this current ordinance, Ordinance No. 2020-36. As a result, the moratorium will be in effect until May 26, 2021, unless terminated earlier or extended by the Council.

The City has developed this updated **Work Plan** to address issues related to self-service storage facilities based on direction provided by the City Council:

November 2020

The Planning Commission will complete their recommendation to the City Council on draft Ordinance No. 2020-34.

December 2020

It is expected that the City Council will review and take action on proposed Ordinance No. 2020-34. The Council could direct staff to terminate the moratorium once the legislative work is complete related to Ordinance No. 2020-34 which, as drafted, includes a prohibition related to new self-service storage facilities.

ORDINANCE NO. 2020-12

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 35A.63.220 and RCW 36.70A.390; amending Ordinance No. 2019-40 that imposed a moratorium on certain activities related to self-service storage facilities; continuing the basis for the emergency moratorium; providing for severability; leaving the effective date of the moratorium unchanged; and extending the moratorium for six months until November 26, 2020.

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

WHEREAS, the City Council of the City of Bainbridge Island (“City”) updated the City’s Comprehensive Plan in February of 2017; and

WHEREAS, self-service storage facilities are currently a permitted use in the Business/Industrial (B/I) and Neighborhood Center (NC) districts within the City; and

WHEREAS, only 109.23 acres of land on Bainbridge Island are within the B/I district, which constitutes 0.63% of the total acreage of land on Bainbridge Island; and

WHEREAS, Policy 1.5 of the Economic Element of the City’s Comprehensive Plan states that “[i]n order to provide opportunities for business enterprise, adequate space must be provided for efficient use of existing developed areas near public transportation (e.g., ferry, bus service) and for growth that recognizes and protects the Island’s valued natural amenities, its limits of land and water and the quality of its residential neighborhoods”; and

WHEREAS, given the limited amount of land within the B/I district, the City Council has a significant interest in ensuring that the use of such land provides the best opportunities for business enterprise within the City; and

WHEREAS, the City Council has significant concerns regarding further development of self-service storage facilities within the B/I district under current regulations in the context of the vision and goals of the City’s Comprehensive Plan; and

WHEREAS, Policy 15.2 of the Economic Element of the City’s Comprehensive Plan is to “[p]romote manufacturing and business/industrial employment as an important source of family wage jobs on Bainbridge Island”; and

WHEREAS, self-service storage facilities have been found in other Washington jurisdictions to employ approximately one person per acre; and

WHEREAS, the City Council has significant concerns regarding whether self-storage facilities create family wage jobs as compared to other possible permitted uses within the B/I district; and

WHEREAS, the City Council has similar concerns regarding self-service storage facilities located in the NC district as it does with such facilities located in the B/I district; and

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

WHEREAS, due to the COVID-19 public health emergency and pandemic, tens of thousands of persons in Washington State have contracted the virus and hundreds of persons have died due to the virus thus far and during the time period that this moratorium has been in effect, and the public health emergency is ongoing and is expected to continue for many months, and likely much longer; and

WHEREAS, due to the COVID-19 public health emergency and pandemic, the City has been engaged in essential work on a highest-priority basis related to the public health emergency, and as a result City staff and the City Council have had to significantly adjust work priorities accordingly to address the public health crisis, including related to work that the Council has been able to consider at modified Council meetings during this time period; and

WHEREAS, as a result of the public health emergency, City staff and the City Council have not had a meaningful opportunity to substantially review the regulations and policies at issue related to this moratorium to ensure that the vision and goals of the City's Comprehensive Plan are being met to the Council's satisfaction; and

WHEREAS, at its April 28, 2020 meeting, the City Council considered options related to this moratorium and decided to set a public hearing for May 12, 2020 to accept public comment and consider this ordinance to extend the moratorium for another six months; and

WHEREAS, at that April 28, 2020 meeting, the City Council, based on public comment and Council discussion, directed the City Manager to amend the moratorium to exempt projects that are partially constructed and/or at some point built because the Council did not intend for the moratorium to apply to such projects, and this ordinance includes an exemption to meet the Council's intent in that regard; and

WHEREAS, on May 12, 2020, the City Council conducted a public hearing on this ordinance and the Council received and considered public comment related to this ordinance; and

WHEREAS, on May 12, 2020, after considering such public comment, the City Council adopted this ordinance to extend this moratorium for six months, to November 26, 2020, unless the Council terminates the moratorium earlier, and to otherwise amend the moratorium as stated in this ordinance; and

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

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, property, safety, and welfare. The public emergency that existed requiring that this moratorium become effective immediately upon adoption on November 26, 2019 continues to exist.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council’s initial findings of fact in support of the moratorium established by Ordinance No. 2019-40. The City Council may, in its discretion, adopt additional findings after the public hearing referenced below.

Section 2. Continuation of Existing Moratorium. As authorized by the police powers of the City as set forth, for example, in Article XI, Section 11, of the Washington State Constitution, and pursuant to statutory authority set forth, for example, in RCW 36.70A.390 and RCW 35A.63.220, and unless expressly excluded under this ordinance, the City Council is hereby continuing the imposition of the temporary moratorium that was imposed by Ordinance No. 2019-40, as described in this Section 2, for those properties requesting the following (“Permit Applications”):

All building permit applications or land use applications for self-service storage facilities located, or proposed to be located, in the Business/Industrial or Neighborhood Center districts.

Section 3. Exclusions.

A. The moratorium imposed under Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures, or work mandated by the City to maintain public health and safety.

B. The moratorium imposed under Section 2 of this ordinance shall not apply to building permits and other land use approvals related to self-service storage facilities that received land use approval for such a facility prior to the effective date of this moratorium and for which self-service storage facilities exist currently on the subject property, and for which any new structures are included within what was approved for the site prior to the effective date of the moratorium.

Section 4. Moratorium Extended and Amended. The moratorium is hereby amended to extend the moratorium in the amended form as specified in this ordinance for six months, which is until November 26, 2020.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension of the moratorium at its meeting on May 12, 2020, and took public testimony and considered further findings of fact.

Section 6. Moratorium Work Plan. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew a moratorium for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. Pursuant to this ordinance, and based on the findings of fact that are hereby adopted in this ordinance and which were adopted in the previous ordinance related to this moratorium, Ordinance No. 2019-40, the City is hereby extending the moratorium for an additional six months based on the work plan as incorporated herein (see attached Exhibit A). These supplemental findings of fact and the work plan incorporated herein are being adopted after the City Council conducted a public hearing on this moratorium on May 12, 2020.

Section 7. Effect on Vested Rights. The moratorium extended under Section 2 of this ordinance shall apply prospectively only and shall operate to prevent acceptance of Permit Applications submitted after the effective date of this moratorium. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any permit applicant's vested development rights as defined by state law and City of Bainbridge Island regulations, provided that such a permit applicant has filed a complete Permit Application before the effective date of this moratorium.

Section 8. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

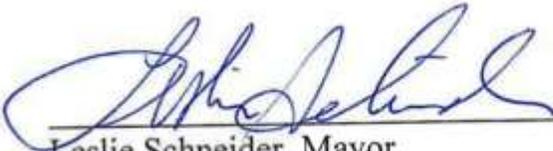
Section 9. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in full force five (5) days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in the moratorium ordinance which preceded this ordinance, Ordinance No. 2019-40, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to

support the emergency declarations adopted as part of the enactment of this moratorium were included in the “Whereas” clauses of Ordinance No. 2019-40, as well as in this ordinance, and those “Whereas” clauses are adopted as findings of fact. This ordinance does not change the effective date of this moratorium, which is November 26, 2019.

PASSED by the City Council this 12th day of May, 2020.

APPROVED by the Mayor this 12th day of May, 2020.



Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	May 1, 2020
PASSED BY THE CITY COUNCIL:	May 12, 2020
PUBLISHED:	May 15, 2020
EFFECTIVE DATE:	May 20, 2020
ORDINANCE NUMBER:	2020-12

Exhibit A (Work Plan)



EXHIBIT A

SELF-SERVICE STORAGE FACILITIES MORATORIUM

WORK PLAN (May 12, 2020)

MORATORIUM – Self-Service Storage Facilities:

On November 26, 2019, the City Council imposed a temporary six-month moratorium on the acceptance of building permit or land use permit applications for new self-service storage facilities in the Business/Industrial (B/I) and Neighborhood Center (NC) zoning districts. The moratorium does not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures. The moratorium was in effect for 6 months, or until May 26, 2020. On May 12, 2020, the Council voted to extend the moratorium in an amended form for an additional 6 months via adoption of this current ordinance, Ordinance 2020-12. As a result, the moratorium will be in effect until November 26, 2020, unless terminated earlier or extended by the Council.

The City has developed the following **Work Plan** described below to address issues related to self-service storage facilities based on direction provided by the City Council:

Mid-May – June 2020

Staff will gather the applicable visions and goals of the Comprehensive Plan as they relate to the BI and NC zoning districts. Staff will also compile information on self-service storage capacity and demand as well as research regulations of other local jurisdictions regarding self-service storage. Staff will also research the amount of jobs that self-service storage facilities provide and the vacancy rate of existing facilities (if available).

July 2020

Staff will present their findings from their research to the City Council and seek direction from the Council on how to proceed. The various options for the Council to consider may include but are not limited to: 1) limit self-service storage to one of the two zoning districts; 2) develop use specific standards for self-service storage (i.e., design character, require market demand analysis, increased landscape buffers); 3) eliminate self-service storage as an allowed use; or 4) require self-service storage to obtain a conditional use permit in existing or other zoning districts.

August – September 2020

Following direction from the City Council, staff will begin drafting regulations to reflect the Council's direction.

October 2020

Staff will provide to the Planning Commission draft code changes for consideration at a study session. After holding a public hearing, the Planning Commission will make a recommendation to the City Council on a draft ordinance.

November 2020

The City Council will review and take action on the proposed ordinance or consider another six-month extension if such an extension is necessary to complete the work for the adoption of updated regulations.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (9:00 PM) Update on Ethics Board Operating Rules - Executive,

SUMMARY:

On October 6, 2020, the City Council requested an update on the operating rules adopted by the Ethics Board. Attached are the operating rules adopted by the Ethics Board on October 19, 2020.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Discussion Only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Ethics Board Operating Rules - Revised and Adopted 10-19-2020](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**Ethics Board
Operating Rules**

(Effective Date: October 19, 2020)

- 1. Purpose.** The City Council has adopted a Code of Conduct and Ethics Program to guide the conduct of Councilmembers and members of City Committees and Commissions. To assist with the administration of the Code of Conduct and Ethics Program, the City Council created the Ethics Board and empowered the Board to adopt, by majority vote, reasonable operating rules consistent with the Code of Conduct and Ethics Program. The purpose of these rules is to allow the Board to perform its normal duties and operate in an efficient, effective, and consistent manner. The operating rules are also intended to provide transparency to the public on the workings of the Ethics Board.
- 2. Operating Rules.**

 - A. Chair.** Members of the Ethics Board will elect a chairperson. The Chair will serve for one year and may be re-elected. However, one individual may not hold the position of Chair for more than two successive terms. Responsibilities of the Chair include: presiding over meetings of the Board, organization of the meeting agenda in coordination with the Deputy Chair, distributing work of the Board to individual members, communication with City staff, informing respondents of complaints, requesting responses to complaints, and communicating receipt of complaints to the Ethics Board.
 - B. Deputy Chair.** Members of the Ethics Board will elect a Deputy Chair. The Deputy Chair will serve for six months. One individual may not hold the position of Deputy Chair for two successive terms, but may be re-elected to non-successive terms. Responsibilities of the Deputy Chair include: presiding over meetings of the Board in the absence of the Chair, organization of the meeting agenda in coordination with the Chair, taking minutes of meetings of the Board, and serving as time-keeper during public comment periods.
 - C. Election of Officers.** Election of officers shall proceed by nomination among members and by a majority vote of the membership of the Ethics Board. The chair shall be elected each July. A deputy chair shall be elected each July and January. The date of election of the Chair, Deputy Chair, or both the Chair and Deputy Chair may be adjusted at the discretion of a majority of the Ethics Board.

D. Meetings. All meetings of the Ethics Board are subject to the Open Public Meetings Act, Chapter 42.30 RCW. Regular meetings of the Ethics Board will occur on the third Monday of every month from 6:30 PM to 8:00 PM. Special meetings of the Ethics Board may be called and noticed as needed in accordance with Chapter 42.30 RCW.

- i. *Quorum.* A quorum of the Ethics Board is necessary to transact business of the Board. Four members of the Ethics Board constitute a quorum.
- ii. *Disclosure.* The Ethics Board intends to be a model for transparency and ethical conduct in City affairs. In accordance with the Code of Conduct and Ethics Program, Board members will disclose significant relationships with the City of Bainbridge Island or with individuals subject to the Board's jurisdiction, including all situations that could potentially constitute a conflict of interest or be perceived as a conflict of interest by the public. Disclosures will be an agenda item at each meeting of the Ethics Board. Potential conflicts will be managed by recusal or other means agreed by the Board and consistent with the Code of Conduct and Ethics Program.
- iii. *Public Comment.* Regular meetings of the Ethics Board shall include a period for public comment at the start of the meeting. Special meetings may include a period for public comment, at the discretion of the Board. Members of the public are requested to confine their comments to the public comment period, except at the invitation of the Board. Each member of the public participating in public comment shall limited to three minutes to provide comment, except that, at the beginning of a public comment period, the Chair may provide for a lesser time for public comment if a large number of individuals wish to speak.
- iv. *Remote Attendance.* Members of the Ethics Board may participate by telephone or other electronic means approved by the City's IT staff if unable to attend in person and effective two-way communication can be established. Members planning on attending a meeting remotely are encouraged to provide as much notice as possible to City staff in advance of the meeting.
- v. *Meeting Minutes.* The Deputy Chair shall keep action minutes of each meeting of the Board and provide said minutes to the Board in advance of the next meeting, where they will be reviewed, revised as necessary, and approved. Approved meeting minutes will be posted on the Ethics Board website. Minutes shall record what actions were taken by the Board, not what was said.
- vi. *Parliamentary Procedure.* The Ethics Board will conduct its business using the simplified parliamentary procedure summarized in **Exhibit A**. To the extent that the procedure outlined in **Exhibit A** is ever insufficient to meet the needs of the Ethics Board, then the Ethics Board may, by majority vote, suspend the simplified parliamentary procedure to take what action may be necessary to effectively and efficiently transact the business of the Ethics Board.

E. Communication with the Public. The Ethics Board's website at <https://www.bainbridgewa.gov/231/Ethics-Board> shall be the primary means of communication with the public. Information posted shall include relevant legislation, operating rules, and forms for making complaints or requests under the Code of Conduct and Ethics Program. The Chair, or a member designated by the Chair, shall speak for the Board on matters of public interest. Board members shall not publicly comment on pending complaints or requests except at Board meetings.

3. Training

A. Overview of Training Requirements. The Ethics Board is responsible for training Councilmembers and members of City Committees and Commissions on the requirements of the Code of Conduct and Ethics Program. Under Article V, Section B, the Ethics Board is responsible for the following:

- i. *Annual Training.* The Training Subcommittee shall develop, and members of the Ethics Board shall 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.
- ii. *Pamphlet.* At least every two years, the Training Subcommittee shall prepare, and members of the Ethics Board shall 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. The Ethics Board shall ensure that all new Councilmembers and members of City Committees and Commission receive a pamphlet upon election or appointment.

B. Training Subcommittee. The Training Subcommittee shall annually be nominated and appointed by a majority of the Ethics Board at the same meeting during which the Chair is elected and shall consist of no more than three members.

4. Complaint and Request Procedures

A. Article I Complaints

- i. *Procedure.* Article III, Section A of the Code of Conduct and Ethics Program outlines the procedure for review of complaints alleging a violation of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission. These rules supplement Article III, Section A to provide clarity and transparency to the review of Article I complaints.

- ii. *Submission.* 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. The complaint must be submitted on a form supplied by the City Clerk. The City Clerk may dismiss a complaint that is not made on the correct form, provided that the City Clerk provide instruction to the complainant regarding where the correct form is located and how it may be filled out.
- iii. *Transmittal to Ethics Board.* The City Clerk shall refer Article I Complaints concerning 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 a threshold determination.
- iv. *Ethics Board Review – Threshold Determination*
 - a. Initial Review by Ethics Board. The Ethics Board will review the complaint at an open public meeting. In accordance with Article III, Subsection A.4 of the Code of Conduct and Ethics Program, the Ethics Board will consider whether a notice of dismissal or threshold determination is appropriate.
 - b. Referral to Subcommittee. Following initial review by the Ethics Board, a majority of the Ethics Board will refer the complaint to a subcommittee of not more than three members to draft either a notice of dismissal or a threshold determination, as specified by the Ethics Board at the time of referral, for consideration by the Ethics Board at an open public meeting. A representative of the City Attorney’s Office shall review the draft notice of dismissal or threshold determination prior to review by the Ethics Board.
 - c. Issuance of Threshold Determination or Notice of Dismissal. The Ethics Board will review the draft notice of dismissal or threshold determination prepared by the subcommittee at an open public meeting. A majority of the Ethics Board may do one of the following: (1) refer the draft notice of dismissal or threshold determination back to the subcommittee for additional edits or modifications; (2) adopt and issue the notice of dismissal or threshold determination; or (3) continue review of the draft notice of dismissal or threshold determination at a future meeting.
- v. *Ethics Board Review – Article I Advisory Opinion*
 - a. Response: When Article III, Section A of the Code of Conduct and Ethics Program directs the Ethics Board to prepare an advisory opinion, the Chair of the Ethics Board shall first provide the respondent with a reasonable period of time to submit a written response to the Article I Complaint supported by a declaration in compliance with RCW 9A.72.085. The Chair shall initially request that a response be provided within two weeks, but the Chair may provide for additional time as circumstances warrant.
 - b. Initial Review by Ethics Board. Upon receipt of a response from the Respondent, if submitted within the time period indicated by the Chair, the Chair will schedule time at an open public meeting for the Ethics Board to review the complaint and response, if submitted.

- c. Referral to Subcommittee. Following initial review by the Ethics Board, a majority of the Ethics Board will refer the complaint to a subcommittee of not more than three members to draft an advisory opinion for consideration by the Ethics Board at an open public meeting. The draft advisory opinion shall be prepared in the manner directed by a majority of the Ethics Board at the time of referral and shall be drafted in accordance with the requirements of Article III, Subsection A.6 of the Code of Conduct and Ethics Program. A representative of the City Attorney's Office shall review the draft advisory opinion prior to review by the Ethics Board.
- d. Issuance of Advisory Opinion. The Ethics Board will review the draft advisory opinion prepared by the subcommittee at an open public meeting. A majority of the Ethics Board may do one of the following: (1) refer the draft advisory opinion back to the subcommittee for additional edits or modifications; (2) adopt and issue the advisory opinion; or (3) continue review of the draft advisory opinion to a future meeting.

B. Article II Complaints

- i. *Procedure.* Article III, Section B of the Code of Conduct and Ethics Program outlines the procedure for review of complaints alleging a violation of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission. These rules supplement Article III, Section B to provide clarity and transparency to the review of Article II complaints.
- ii. *Submission.* Any individual may submit to the City Clerk a complaint alleging violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission. The complaint must be submitted on a form supplied by the City Clerk. The City Clerk may dismiss a complaint that is not made on the correct form, provided that the City Clerk provide instruction to the complainant regarding where the correct form is located and how it may be filled out.
- iii. *Transmittal to Ethics Board.* The City Clerk shall refer Article II Complaints concerning a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Chair of the Ethics Board.
- iv. *Ethics Board Review*
 - a. Response. The Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the Article II Complaint supported by a declaration in compliance with RCW 9A.72.085. The Chair shall initially request that a response be provided within two weeks, but the Chair may provide for additional time as circumstances warrant.

- b. Initial Review by Ethics Board. The Chair will schedule time at an open public meeting for the Ethics Board to review the complaint and response, if submitted, upon the happening of one of the following: upon receipt of a response from the Respondent, if submitted within the time period indicated by the Chair; or, where no response was submitted within the time period indicated by the Chair, at the first regular meeting of the Ethics Board following the expiration of the time period indicated by the Chair. At the open public meeting, the Ethics Board will consider what action under Article III, Subsection B.7 is appropriate. If a majority of the Ethics Board determines that either a notice of dismissal or a determination is appropriate, then the complaint shall be referred to a subcommittee as specified below. If a majority of the Ethics Board determines that the complaint is the subject of litigation, then the Ethics Board will hold the complaint for action at a future time.
- c. Referral to Subcommittee. Following initial review by the Ethics Board, a majority of the Ethics Board will refer the complaint to a subcommittee of not more than three members to draft either a notice of dismissal or a determination, as specified by the Ethics Board at the time of referral, for consideration by the Ethics Board at an open public meeting. A representative of the City Attorney's Office shall review the draft notice of dismissal or determination prior to review by the Ethics Board.
- d. Issuance of a Notice of Dismissal or Determination. The Ethics Board will review the draft notice of dismissal or threshold determination prepared by the subcommittee at an open public meeting. A majority of the Ethics Board may do one of the following: (1) refer the draft notice of dismissal or threshold determination back to the subcommittee for additional edits or modifications; (2) adopt and issue the notice of dismissal or determination; or (3) continue review of the draft notice of dismissal or determination to a future meeting.

C. Requests for Advisory Opinions

- i. *Procedure.* Article III, Section D of the Code of Conduct and Ethics Program outlines the procedure for review of requests for advisory opinions by Councilmembers or members of City Committees or Commissions. These rules supplement Article III, Section D to provide clarity and transparency to the review of Article I complaints.
- ii. *Submission.* Only those individuals specified in Article III, Subsections D.1.a-d may submit to the City Clerk a request for an advisory opinion. The request must be submitted on a form supplied by the Ethics Board. The City Clerk may dismiss a request for one or both of the following reasons:
 - a. The request was not submitted on the correct form, supplied by the Ethics Board, provided that the City Clerk provide instruction to the requestor regarding where the correct form is located and how it may be filled out; or
 - b. The request is not made by an individual authorized to make a request under Article III, Subsections D.1.a-d.

- iii. *Transmittal to Ethics Board.* The City Clerk shall refer requests for advisory opinions to the Ethics Board for review.
- iv. *Ethics Board Review*
 - a. Initial Review by Ethics Board. Upon receipt of a request for an advisory opinion, the Chair will schedule time at an open public meeting for the Ethics Board to initially review the request.
 - b. Referral to Subcommittee. Following initial review by the Ethics Board, a majority of the Ethics Board will refer the request to a subcommittee of not more than three members to draft an advisory opinion for consideration by the Ethics Board at an open public meeting. The draft advisory opinion shall be prepared in the manner directed by a majority of the Ethics Board at the time of referral and shall be drafted in accordance with the requirements of Article III, Section D of the Code of Conduct and Ethics Program. A representative of the City Attorney's Office shall review the draft advisory opinion prior to review by the Ethics Board.
 - c. Issuance of Advisory Opinion. The Ethics Board will review the draft advisory opinion prepared by the subcommittee at an open public meeting. A majority of the Ethics Board may do one of the following: (1) refer the draft advisory opinion back to the subcommittee for additional edits or modifications; (2) adopt and issue the advisory opinion; or (3) continue review of the draft advisory opinion to a future meeting.

D. Requests for Waivers

- i. *Procedure.* Article III, Section E of the Code of Conduct and Ethics Program outlines the procedure for a Councilmember to 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. These rules supplement Article III, Section E to provide clarity and transparency to the review of requests for waivers.
- ii. *Submission.* Councilmembers may submit a request for a waiver to the City Clerk on a form supplied by the Ethics Board. The City Clerk may dismiss a request that is not made on the correct form, provided that the City Clerk provide instruction to the complainant regarding where the correct form is located and how it may be filled out.
- iii. *Transmittal to Ethics Board.* The City Clerk shall refer request for waivers to the Ethics Board for review.
- iv. *Ethics Board Review*
 - a. Initial Review by Ethics Board. Upon receipt of a request for a waiver, the Chair will schedule time at an open public meeting for the Ethics Board to initially review the request.

- b. Referral to Subcommittee. Following initial review by the Ethics Board, a majority of the Ethics Board will refer the request to a subcommittee of not more than three members to draft a response for consideration by the Ethics Board at an open public meeting. The draft response shall be prepared in the manner directed by a majority of the Ethics Board at the time of referral and shall be drafted in accordance with the requirements of Article III, Section E of the Code of Conduct and Ethics Program. A representative of the City Attorney's Office shall review the draft response prior to review by the Ethics Board.
- c. Action by Ethics Board. The Ethics Board will review the draft response prepared by the subcommittee at an open public meeting. A majority of the Ethics Board may do one of the following: (1) refer the draft advisory opinion back to the subcommittee for additional edits or modifications; (2) adopt and issue the advisory opinion; or (3) continue review of the draft advisory opinion to a future meeting.

5. Preparation of Annual Report and Work Plan

- A. **Overview.** 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.
- B. **Annual Reports.** Reports may include but are not limited to: the number and type of any complaints, advisory opinions, and waivers; proposed or enacted changes to the Code of Conduct and Ethics Program; documents created; composition of membership; proposed or completed trainings; and community outreach.
- C. **Work Plan.** Work plans may include but are not limited to: the articulation of strategic goals, action or proposed initiatives; continuation of pending agenda items; and preparation for rotation of roles, responsibilities, and board membership.
- D. **Planning and Reporting Subcommittee.** The Planning and Reporting Subcommittee shall annually be nominated and appointed by a majority of the Ethics Board at the same meeting during which the Chair is elected and shall consist of no more than three members.

Exhibit A

SIMPLIFIED PARLIAMENTARY PROCEDURE

To do this:	You say this:	May you interrupt speaker?	Second Req.?	Is motion debatable ?	Vote required
Introduce business	“I move that ...”	NO	YES	YES	MAJORITY
Amend a motion	“I move to amend this motion”	NO	YES	YES	MAJORITY
Table a matter for later discussion	“I move we table it”(until when?)	NO	YES	NO	MAJORITY
Take up a matter previously tabled	“I move to take from the table ...”	NO	YES	NO	MAJORITY
Postpone discussion to a specific time	“I move we postpone this matter until ...”(when?)	NO	YES	YES	MAJORITY
Call the question (i.e., end debate and vote on a matter)	“I call the question.”	NO	YES	NO	MAJORITY
Have something further studied by a committee	“I move we refer ...”	NO	YES	YES	MAJORITY
Ask for a vote count to verify a voice vote	“I call for a division of the house”	NO	NO	NO	NO VOTE
Object to considering some matter	“I object to consideration”	YES	NO	NO	MAJORITY
Reconsider something already disposed of	“I move we reconsider action on ...” (time-date?)	YES	YES	YES	MAJORITY
Consider something in unscheduled order	“I move we suspend the rules and ...”	NO	YES	NO	MAJORITY
Vote on a ruling by the chair	“I appeal the chair’s decision”	YES	YES	YES	MAJORITY
Object to procedure or personal affront--chair decides	“Point of order”	YES	NO	NO	NO VOTE
Complain about noise, room temperature, etc.	“Point of privilege”	YES	NO	NO	NO VOTE
Request information	“Point of information”	YES	NO	NO	NO VOTE
Recess the meeting	“I move that we recess until ...”	NO	YES	NO	MAJORITY
Adjourn the meeting	“I move that we adjourn”	NO	YES	NO	MAJORITY



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:15 PM) Contract Amendment, 100% Cost Recovery Fee Study PCD - Planning,

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

AGENDA CATEGORY: Contract

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to forward Amendment No. 1 to the Agreement with FCS for approval with the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

Amount:	14,000.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: Contract awarded in December 2019 for \$48,485 for 100% Cost Recovery Fee Study.

ATTACHMENTS:

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

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

[Consultant Request for Budget Adjustment](#)

FISCAL DETAILS: There will be a \$14,000 budget impact with this change which can be absorbed within existing resources. No budget amendment will be necessary.

Fund Name(s):

Coding:

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

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on December 20, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and FCS Group, a Washington State corporation, (“Consultant”).

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

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

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2020~~ June 30, 2021, unless sooner terminated by either party as provided below.

2. Section 3.A is hereby amended to read as follows:

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

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

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

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

FCS Group

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and FCS GROUP, a Washington State corporation (“Consultant”).

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

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

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

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

3. PAYMENT

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

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

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

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

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

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

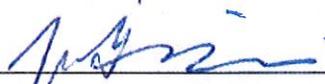
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

FCS GROUP

CITY OF BAINBRIDGE ISLAND

Date: 12/11/2019

Date: 12/20/19

By: 

By: 

Name JOHN GILLARDUCCA

Morgan Smith, City Manager

Title PRESIDENT

Tax I.D. # 911417946

City Bus. Lic. # 45707

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

ATTACHMENT A SCOPE OF SERVICES

Task 1: Conduct Kick-off Meeting

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

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

Task 2: Interview Key Stakeholders

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

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

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

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

Task 3: Conduct Cost of Service Analysis

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

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

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

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

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

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

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

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

Exhibit 1. Cost Layer

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

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

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

Exhibit 2.
Example of Staff Processing Times for Individual Fees

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

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

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

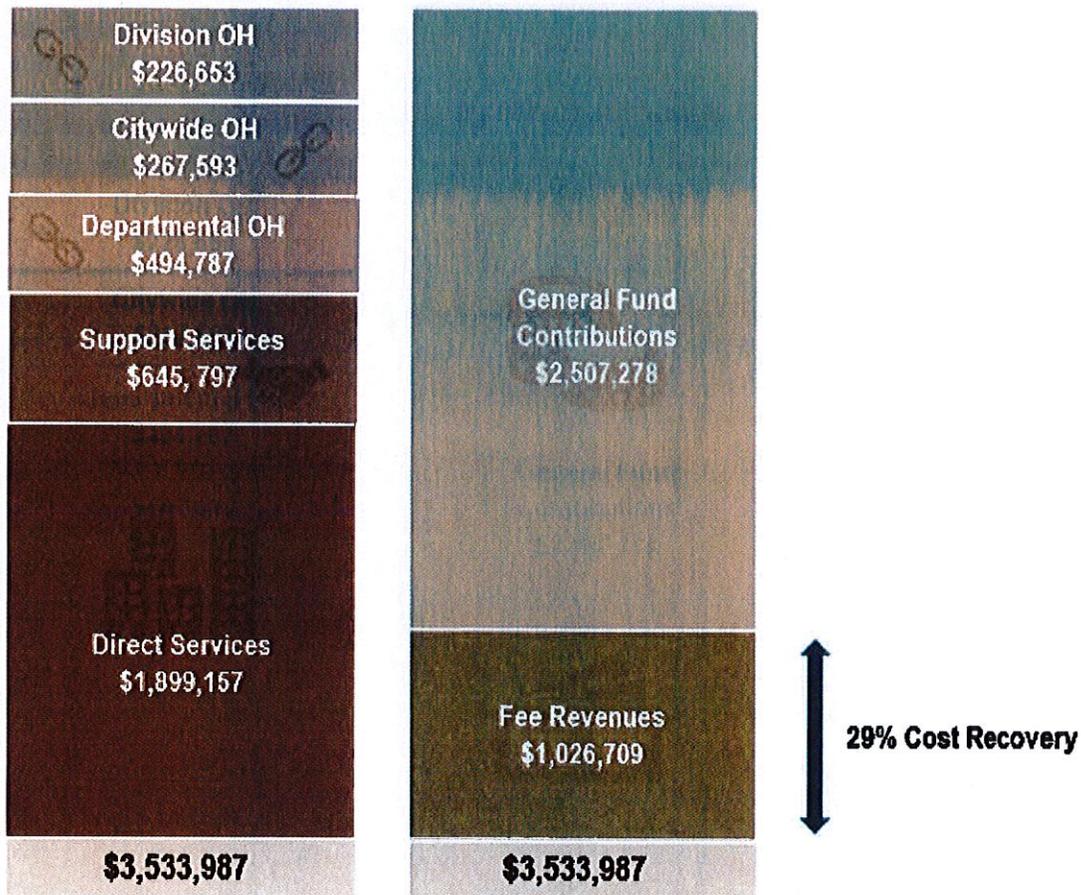
If such data is not available, time estimates for such categories can be included on the time estimation form and can also be discussed as part of the group meetings to review the hours and costs associated with each valuation fee level when there is a limited number of fee levels.

Task 4: Conduct Cost Recovery Analyses

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

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

Exhibit 3. Example of Cost Recovery Chart



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

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

Exhibit 4. Example of Cost Recovery Matrix by Individual Fee

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

Task 5: Review and Identify Changes to Existing Fee Structures

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

Task 6: Review Results with City Staff

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

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

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

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

Task 7: Draft / Final Reports

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

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

Task 8: Make Presentations

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

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

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

Task 9: Project Administration

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

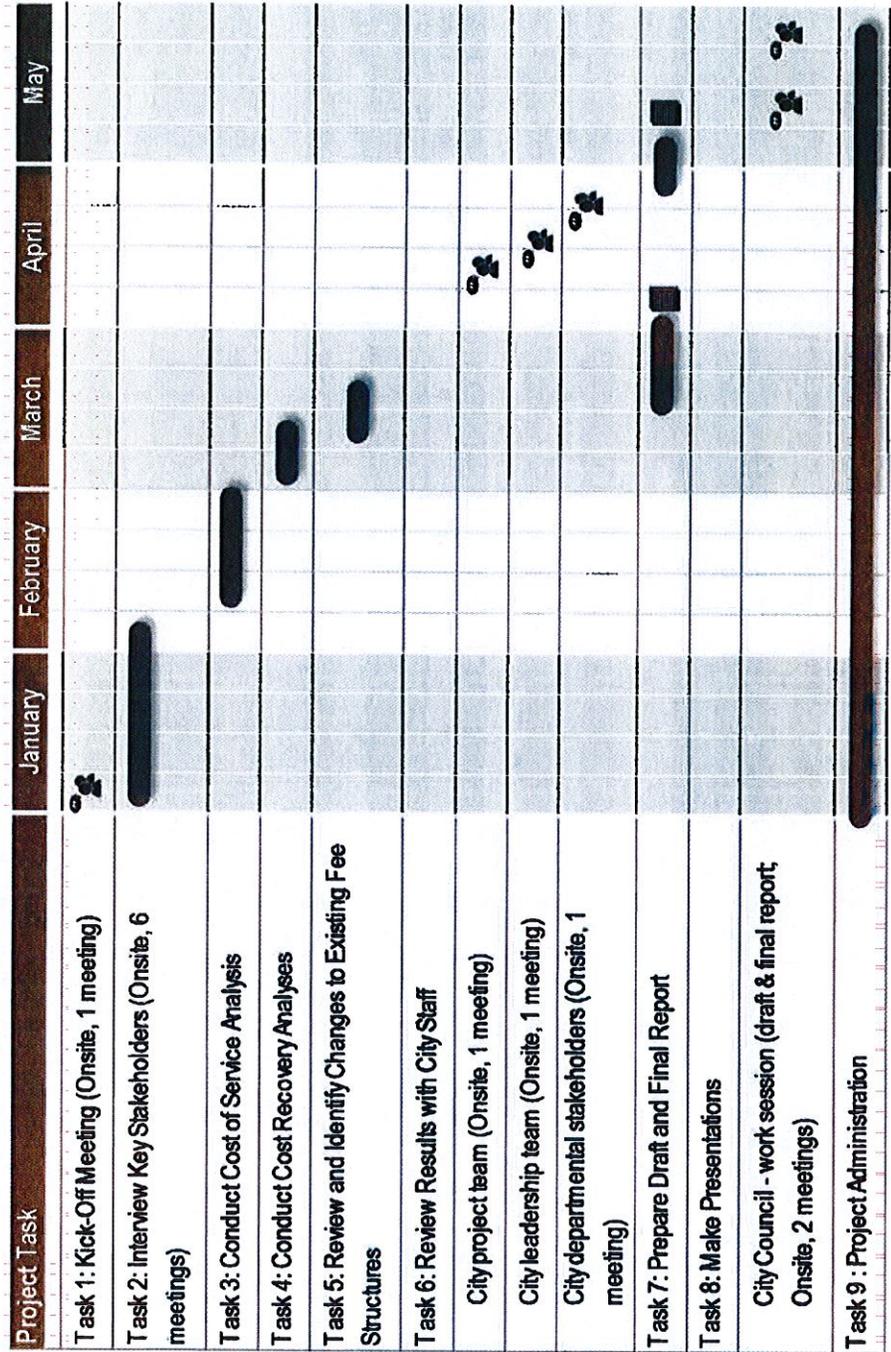
Other project administration costs are also associated with the following:

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

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

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

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





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:20 PM) Resolution No. 2020-17, Old Mill Road Speed Limit Change - Public Works,

SUMMARY: A resolution to lower the speed limit on Old Mill Road from 30 mph to 25 mph.

AGENDA CATEGORY: Resolution

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward Resolution No. 2020-17, Old Mill Road Speed Limit Change, to the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND: Between June 17th and June 22nd of 2020, the Department of Public Works received correspondence from 20 residents along Old Mill Road referencing a request to lower the speed limit from 30 mph to 25 mph. Of those 20 residents, 18 were in favor of the change, and 2 were not in favor of the change. The Department responded that the corridor speed limit would be evaluated, and a recommendation would be developed.

Per the guidance outlined in the Manual for Uniform Traffic Devices Section 2B.13, speed limits should be posted within 5 mph of the 85th percentile speed and should not be used for traffic calming purposes. However, speed zones should also take into account roadside parking practices and pedestrian activity.

Given that approximately 1/3 of the Old Mill Road corridor is already posted at 25mph; the 85th percentile speed is within 5 mph of the requested speed limit revision; and, there are no existing shoulders to accommodate non-motorized users (the amount of which has increased during the COVID-19 pandemic), a speed limit revision to 25 mph along the entire corridor is warranted per the notation on the attached map.

ATTACHMENTS:

[Old Mill Road Speed Limit Recommendation 102720.pdf](#)

[Resolution No 2020-17 Old Mill Road Speed Limit Change.docx](#)

FISCAL DETAILS: The cost of this speed limit change is budgeted, and is estimated to be \$1500 in labor and materials.

Fund Name(s): Streets Fund

Coding: N/A

Old Mill Road Speed Limit Revision - October 27, 2020



Background:

Between June 17th and June 22nd the Department of Public Works received correspondence from 20 residents along Old Mill Road referencing a request to lower the speed limit from 30 mph to 25 mph. Of those 20 residents, 18 were in favor of the change, and 2 were not in favor of the change. The Department responded that the corridor speed limit would be evaluated, and a recommendation would be developed.

Existing Conditions:

There are currently five (5) speed limit signs along the Old Mill Road corridor:

- Southbound 30 MPH near the intersection with Blakely
- Southbound 25 MPH FOR 1 MILE, approx. ¼ mile from Blakely
- Northbound 30MPH near Heyday Farm
- Northbound 30MPH near McDonald Ave.
- Northbound 25 MPH FOR 1 MILE north of McDonald Ave.

The City's 2019 speed study captured one data point (85th percentile speed) along the corridor: 29.4 mph just south of the intersection with Blakely Ave.

Evaluation and Recommendation:

Per the guidance outlined in the MUTCD Section 2B.13, speed limits should be posted within 5 mph of the 85th percentile speed and should not be used for traffic calming purposes. However, speed zones should also take into account roadside parking practices and pedestrian activity.

Given that approximately 1/3 of the Old Mill Road corridor is already posted at 25mph; the 85th percentile speed is within 5 mph of the requested speed limit revision; and, there are no existing shoulders to accommodate non-motorized users (the amount of which has increased during the COVID-19 pandemic), a speed limit revision to 25 mph along the entire corridor is warranted per the notation on the attached map. 211

RESOLUTION NO. 2020-17

A RESOLUTION of the City of Bainbridge Island, Washington, lowering the speed limit on a portion of Old Mill Road from 30 mph to 25 mph.

WHEREAS, the City Council and City staff receive numerous requests each year to evaluate speed limits on Bainbridge Island roads; and

WHEREAS, the City Council has the authority to set speed limits on Bainbridge Island roads; and

WHEREAS, in 2016, the Non-Motorized Transportation Advisory Committee proposed that the City adopt maximum speed limits island-wide on Bainbridge Island to enhance safety for non-motorized transportation modes; and

WHEREAS, Resolution No. 2016-08 was adopted by the City Council at its March 8, 2016 meeting, resulting in speed limits of 25 mph in densely-zoned and developed areas and designated residential roads, and speed limits of 35 mph in less-densely zoned areas and roads designated as collectors and arterials; and

WHEREAS, Old Mill Road is classified as a collector road in accordance with the City's adopted Island-Wide Transportation Plan; and

WHEREAS, Approximately one-third of Old Mill Road is currently posted at 25 mph; and

WHEREAS, The Manual on Uniform Traffic Devices recommends that speed limits be posted within 5 mph of the 85th percentile speed on Old Mill Road, and said speed was measured at 29.4 mph during the November 2019 city-wide speed study; and

WHEREAS, There are no existing bicycle or pedestrian shoulders or other facilities along the majority of Old Mill Road; and

WHEREAS, the City Council is the Local Agency with authority to establish maximum speed limits in accordance with Chapter 308-330 WAC and Chapter 46.61 RCW.

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

Section 1. In accordance with the Washington Model Traffic Ordinance, Chapter 308-330 WAC adopted by BIMC 10.04.010, and the Manual on Uniform Traffic Control Devices (“MUTCD”), the City Council establishes that the speed limit be lowered on Old Mill Road from 30 mph to 25 mph.

Section 2. This resolution shall take effect immediately after its 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, CMC, City Clerk

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

2020-17



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:25 PM) City Hall Solar System Acquisition - Public Works,

SUMMARY: This item is for the City Council to consider acquisition of the solar system that exists currently on City Hall. That system is currently owned by an ownership group and the City and that group entered into a lease agreement in 2011 related to the system. Included with this agenda item is a draft Solar System Purchase and Sale Agreement between the City and Community Solar Solutions, Inc., and “Tenant,” as that term is described in the Community Solar Project Site Lease and Solar Services Agreement dated December 23, 2011 (“Hosting Agreement”). (The Hosting Agreement is attached as Exhibit A to the Purchase and Sale Agreement.) The Hosting Agreement sets forth a process by which the City has the option to purchase the solar system, including the solar panels and related equipment. The purchase agreement reflects the application of the purchase provisions of the Hosting Agreement. The purchase price is \$26,015.62

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward for approval with the November 10, 2020 consent agenda authorization for the City Manager to execute the necessary documents in substantially the form included with this agenda item to acquire the existing City Hall solar system for an amount of approximately \$26,015.62.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: In 2011, the City and Community Solar Solutions (“CSS”) entered into the “Community Solar Project Site Lease and Solar Services Agreement” (“Hosting Agreement”) related to the solar system that exists on City Hall. CSS serves as the “Administrator” of the Hosting Agreement. The system is owned under a tenants-in-common structure by twenty-four participants, including CSS. The lease expires in 2020 and the City has the option of purchasing the system at fair market value (“FMV”). Given the reasonable price that is being offered (\$26,015.62), and the City’s interest in solar power, the City is pursuing the option to purchase the system.

Included with this agenda item is the draft purchase and sale agreement for the City Council's consideration. The City retained outside counsel to negotiate the transaction on behalf of the City and to prepare the purchase and sale agreement and associated documents. Also included with this item is a memo from that attorney to the Council and City Manager related to the transaction, including as pertains to the FMV third-party appraisal that was done pursuant to the lease agreement. Included as well is a memo from the City's Public Works Director related to his conclusion that the FMV appraisal is thorough and was conducted in compliance with the lease agreement.

Another aspect of this transaction that is important to note and disclose is that Joe Deets, who is a current Councilmember, has an interest in the lease that preexists his election to the City Council in 2017. Mr. Deets is the President of CSS and, as such, he serves as the Administrator of the Community Solar Project that is described in the lease. Based on information from CSS, the 71.28 Kilowatt (kW) system has been operating on the roof of City Hall since August 2012.

Because Mr. Deets has an interest in the lease, he is not involved, directly or indirectly, in the Council's consideration of the lease nor the purchase of the solar system. In his role as Councilmember, he is recusing himself from the Council's consideration of this matter, and he is disclosing his interest on the record so that it is fully and publicly disclosed.

As above described, the system is owned via a tenants-in-common structure by twenty-four participants, which includes CSS as a tenant. As such, one of the system's owners is Mr. Deets and his spouse. To address this situation, Mr. Deets, as above described, is recusing himself from any and all consideration and decisions of the Council related to this matter. Additionally, as stated in the purchase and sale agreement that the Council is considering, Mr. Deets is waiving and disavowing any right he or his spouse would otherwise have to receive payment related to this transaction, and any allocable portion that he and his spouse would have otherwise received will remain with the City for the benefit of the community. The purchase price of approximately \$26,016 reflects the adjusted price based on the waiver as above described.

In terms of additional background materials, also included with this agenda item, for comparison purposes, is a 2019 estimate by Sunergy Systems that reflects the estimated cost of an entirely new solar system for City Hall. That estimate is \$191,666.

Also included is a "City Hall Layout" document that includes photos and diagrams of the solar system that is the subject of the purchase and sale agreement being considered by the Council.

Attached to this agenda item are:

- (1) The purchase and sale agreement;
- (2) The Fair Market Value Appraisal;
- (3) A memo from outside counsel Adam Snyder who negotiated the purchase;
- (4) A memo from Public Works Director Chris Wierzbicki related to the appraisal;

(5) An estimate from Sunergy Systems related to the value to purchase an entirely new solar system for City Hall; and

(6) A "City Hall Layout" document that includes photos and diagrams of the system.

ATTACHMENTS:

[Solar Purchase Agreement Draft - Bainbridge Island - 10-23-20.PDF](#)

[COBI Solar FMV Analysis from UMC.pdf](#)

[Memo from A. Snyder to City of Bainbridge Island - 10-23-20.pdf](#)

[Memo from Public Works Director regarding City Hall Solar System FMV Analysis 102320.pdf](#)

[2019 Bainbridge City Hall Estimate from Sunergy Systems for New Solar System.pdf](#)

[Bainbridge City Hall Solar System Layout - 297 modules.pdf](#)

FISCAL DETAILS: See City Hall Solar Facility Budget Adjustment item included as a separate item on the agenda for this Council meeting.

Fund Name(s):

Coding:

SOLAR SYSTEM PURCHASE AND SALE AGREEMENT

THIS SOLAR SYSTEM PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into between the City of Bainbridge Island, a Washington municipal corporation of the state of Washington (the “**City**”), and Community Solar Solutions Inc., a Washington corporation (the “**Administrator**”), on behalf of itself and on behalf of the “**Tenant**,” as that term is defined in that certain Community Solar Project Site Lease and Solar Services Agreement (the “**Hosting Agreement**”), dated effective as of December 23, 2011, and attached as **Exhibit A**. The City, Administrator, and Tenant may each be referred to herein as a “**Party**” and collectively, as the “**Parties**.”

RECITALS

A. WHEREAS, the City and the Administrator are parties to the Hosting Agreement, whereunder the Administrator is authorized to act on behalf of the Tenant in order to carry out the terms of this Agreement;

B. WHEREAS, the Administrator and the Tenant are parties to that certain Joint Ownership Agreement, effective May 22, 2012, whereunder each Owner severally and irrevocably guaranteed for the benefit of the City the obligations of, among other things, those described in the Hosting Agreement;

C. WHEREAS, the Hosting Agreement provides for the development of a solar energy system capable of producing not less than 25kW of electricity and otherwise comprising those items of photovoltaic solar electric power generation equipment and other related equipment as described on **Exhibit B** and located on the Site (the “**System**”);

D. WHEREAS, the City and Administrator met and proceeded to apply the Purchase Option provisions of the Hosting Agreement whereby the City would purchase the System pursuant to the Purchase Option provisions;

E. WHEREAS, the City desires to purchase, and the Administrator and Tenant desire to sell, the System to the City pursuant to the Purchase Option provisions of the Hosting Agreement; and

F. WHEREAS, except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Amendment shall have the same meaning given to such terms in the Hosting Agreement. In the event of disagreement between the terms of this Agreement and the Hosting Agreement, the terms of this Agreement shall control.

NOW, THEREFORE, IN CONSIDERATION OF and subject to the terms and conditions set forth below, the Parties hereby agree as follows:

1. Background and Purpose. Having exercised the Purchase Option, the Tenant wishes to sell to the City, and the City desires to purchase from the Tenant, all right, title, and interest in and to the System and all improvements placed by the Tenant on the Site with respect to the System.

2. Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, the Tenant sells, conveys, and transfers to the City and the City purchases from the Tenant all right, title, and interest in and to the System, and all improvements placed by the Tenant on the Site with respect to the System. The Tenant hereby assigns and transfers to the City any and all rights, title, and interest of the Tenant in any other assets, agreements, and transferable warranties related to the System and agrees to reasonably cooperate and execute such further instruments and agreements as are required to carry out the terms of this Agreement.

3. Purchase Price and Payment. The Purchase Price for the System is \$26,015.62, which is equal to the Fair Market Value of the System, less the portion of the Purchase Price otherwise allocable and payable to the Administrator because the Administrator is waiving and disavowing any right the Administrator would otherwise have to receive a payment and prefers that the Administrator's allocable portion of the Purchase Price remain with the City for the benefit of the community. The City shall pay the Purchase Price to the Tenant within thirty (30) days of the Effective Date of this Agreement or such other date agreed to by the Parties (the "**Closing Date**"), pursuant to payment instructions from the Administrator to the City. In addition, the City shall pay to the Administrator, and the Administrator shall remit, any applicable sales tax related to the sale of the System to the City.

4. Closing; Conditions Precedent.

4.1. Possession of and title to the System and all improvements placed by the Tenant on the Site with respect to the System shall be transferred to the City on the Closing Date, or such other date as agreed to by the Parties.

4.2. The Tenant shall have delivered to the City, and the City shall have delivered to the Administrator, those items required to be delivered under Section 5.

5. Deliveries Required on the Closing Date. On the Closing Date:

5.1 The Tenant shall deliver to the City all documents and instruments reasonably necessary to carry out the terms and provisions of this Agreement and to effectuate the purpose of the transaction.

5.2 The Administrator shall deliver to the City a Bill of Sale regarding the purchase and sale of the System and transferable warranties in substantially the form as attached hereto as **Exhibit C** ("**Bill of Sale**").

5.3 The City shall deliver to the Tenant the Purchase Price, pursuant to the Administrator's instructions, and all documents and instruments reasonably necessary to carry out the terms and provisions of this Agreement and to effectuate the purpose of the transaction.

6. Representations and Warranties by Administrator and Tenant. The Administrator and the Tenant represent, agree, and warrant that:

6.1 The Administrator and the Tenant have all requisite power and authority to enter into and perform and carry out this Agreement;

6.2 The execution, delivery, and performance of this Agreement by the Administrator and the Tenant has been duly and validly authorized by the Administrator and the Tenant;

6.3 The Tenant owns and holds all right, title, and interest in and to the System and has not sold, assigned, encumbered, compromised, waived, released, or otherwise transferred any right or interest therein, and the System is free and clear of any liens or encumbrances of any kind;

6.4 No consent, approval, waiver, or authorization is required to be obtained by the Administrator or the Tenant from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by the Tenant of this Agreement and the consummation of the transactions contemplated hereby; and

6.5 The Administrator, and its owners, parents, subsidiaries, agents and affiliates are receiving no benefit, directly or indirectly, from this Agreement.

7. Representations and Warranties by the City. The City represents and warrants that (i) the City has all requisite power and authority to enter into and perform and carry out this Agreement, and (ii) the execution, delivery, and performance of this Agreement by the City has been duly and validly authorized by all requisite action on the part of the City.

8. Indemnification. The City shall indemnify the Tenant for the City's operation, use, and ownership of the System following the transfer of the System by the Tenant to the City.

9. Miscellaneous.

9.1 Entire Agreement. This document and its exhibits constitute the entire agreement between the parties, all oral agreements being merged in this Agreement, and supersede all prior representations and the Hosting Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. The Hosting Agreement is terminated as of the effective date of this Agreement.

9.2 Amendment. The provisions of this Agreement may be modified at any time by agreement of the parties. Any such agreement shall be ineffective to modify this Agreement in any respect unless in writing and signed by the parties.

9.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.

9.4 Succession. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the respective parties.

9.5 Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties, (ii) on the third business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telegram, telex, telecopy, or other means of electronic transmission resulting in written copies, with receipt confirmed.

9.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

9.7 Exhibits. All exhibits to which reference is made are deemed incorporated in this Agreement whether or not actually attached.

9.8 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law. All parties consent to the exclusive jurisdiction and venue in Kitsap County Superior Court.

9.9 Further Assurances. From and after the Closing Date, each party agrees to execute and deliver such other assurances, deeds, instructions, instruments of transfer, and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

9.10 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart.

EXECUTED AND EFFECTIVE as of the last date of signature set forth below.

COMMUNITY SOLAR SOLUTIONS, INC.

By: _____
Joe Deets

Its: _____

Date: _____

TENANT

By _____
Joe Deets

Its: Authorized Representative

CITY OF BAINBRIDGE ISLAND

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

(Hosting Agreement)

COMMUNITY SOLAR PROJECT SITE LEASE AND SOLAR SERVICES AGREEMENT

This COMMUNITY SOLAR PROJECT SITE LEASE AND SOLAR SERVICES AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date (as defined below) by and between the City of Bainbridge Island, a municipal corporation of the state of Washington (the “**City**”), and the Administrator (as defined below). Each of the City and the Administrator may be referred to herein as a “**Party**” and collectively as the “**Parties**.” The Tenant (as defined below) is an express third party beneficiary of the rights of the Administrator and the obligations of the City set forth herein. All capitalized terms in this Agreement have the meanings set forth in Section 1, “**Definitions**,” unless otherwise specifically defined in this Agreement.

RECITALS

WHEREAS, the City owns the Property and desires to lease a portion of the Property at a rate that allows community solar projects to be financially viable while covering the costs of the City’s involvement in such community solar projects; and

WHEREAS, the Tenant, through the Administrator, desires to install, maintain and operate on the Site an up to 75kW photovoltaic community solar project (and no smaller than 25kW photovoltaic community solar project) owned by the Tenant, and the Tenant desires to lease from the City, and the City is willing to lease to the Tenant, the Site in connection therewith;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

TERMS OF AGREEMENT

1. Definitions

“**Access Plan**” has the meaning ascribed to such term in Section 4.

“**Access Property**” has the meaning ascribed to such term in Section 4.

“**Administrator**” means Community Solar Solutions Inc., a Washington corporation (“**CSS**”), a subsidiary of Community Energy Solutions, a Washington public benefit nonprofit corporation, or any subsidiary of CSS. The Tenant has appointed the Administrator to act as its agent in all respects in connection with the installation, operation and maintenance of the System, including the negotiation and execution of this Agreement, and may designate a new entity as “Administrator” from time to time. For purposes of clarity, the term “Administrator” includes any sub-contractor or other agent hired by the Administrator in connection with the transactions contemplated by this Agreement.

“**Affiliate**” means, with respect to the City, any individual or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the City. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the City, whether through the ownership of voting securities, by contract or otherwise, and “controlled” has a correlative meaning.

“**City**” has the meaning ascribed to such term in the introductory paragraph.

“**City Contact Person**” has the meaning ascribed to such term in Section 22.A.4.

“**City’s Operating Period**” has the meaning ascribed to such term in Section 6.B.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Effective Date**” means the date on which this Agreement is fully executed by the Administrator and the City.

“**Energy Output**” means the total quantity of all actual electrical energy generated by the System (measured in kWh) in any given period of time, as measured by the on-site, photovoltaic production meter.

“**Energy Output Value**” means the cash value payable by Utility to the City pursuant to the Net Metering Agreement between the City and Utility with respect to the System as measured by a production meter.

“**Environmental Attributes**” means the characteristics of electric power generation of the System that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits from the System or the Energy Output, including but not limited to (i) all environmental and other attributes that differentiate the System or the Energy Output from energy generated by fossil-fuel based generation units, fuels or resources, (ii) characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System, (iii) the compliance of the System or the Energy Output with the law, rules, standards or objectives of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or the crediting of “early action” with respect thereto, or (iv) laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of these attributes and Reporting Rights.

“**Environmental Incentives**” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System or the Energy Output or otherwise from the development or installation of the System or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, “**Environmental Incentives**” includes green tags, renewable energy credits, tradable renewable certificates, Treasury Grants, any voluntary programs relating to emission reductions or other environmental attributes, the right to apply for (and entitlement to receive) incentives under Washington’s cost recovery incentive program for community solar projects pursuant to RCW 82.16.120, as may be amended following the Effective Date, or other incentive programs offered by the State of Washington, and the right to claim federal income tax credits under Sections 45 and/or 48 of the Code.

“**Event of Default**” has the meaning ascribed to such term in Section 23.

“**Exercise Notice**” has the meaning ascribed to such term in Section 6.A.

“**Force Majeure Event**” means (i) acts of God, (ii) sabotage, riots or civil disturbances, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) volcanic eruptions, earthquake, hurricane, flood, ice

storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vi) requirement by Utility that the System discontinue operation for any reason, or (vii) any other action by any governmental authority other than the City which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the Energy Output to federal or state regulation of prices and/or services, or elimination or alteration of the Production Incentive Payments or other change in law that results in a material adverse economic impact on the Tenant); *provided, however*, “Force Majeure Event” does not mean (i) the economic hardship of either Party, (ii) an Outage, except if caused directly by an event or circumstance that otherwise meets the requirements set forth above, or (iii) insufficiency, unavailability, failure or diminishment of solar resource, except as the result of an event that would otherwise constitute a Force Majeure Event.

“**Interruption**” has the meaning ascribed to such term in Section 16.C.

“**kWh**” means kilowatt-hour.

“**Local Government Entity**” has the meaning ascribed to such term in WAC-458-20-273.

“**Net Metering Agreement**” means the agreement by and between the City and Utility providing for the installation of net metering equipment and the monitoring and delivery of the Energy Output to Utility on the terms set forth therein substantially in the form attached hereto as Exhibit A.

“**New Agreement**” has the meaning ascribed to such term in Section 23.E.

“**Normal Business Hours**” means Monday through Friday, 8:00 am to 5:00 pm, excepting nationally recognized holidays.

“**Operation**” means an event that is deemed to occur when the System is (i) mechanically complete and operating as intended and (ii) energy is being delivered through the meter connected to the System and to the Property’s electrical system under the Net Metering Agreement.

“**Operational Date**” means the date on which the System achieves Operation.

“**Outage**” means a cessation or interruption of the Energy Output.

“**Penalty Payment**” has the meaning ascribed to such term in Section 23.D.2.

“**Permits**” has the meaning ascribed to such term in Section 8.B.

“**Premises**” means, together, the Site and the Access Property.

“**Primary Use**” means the City’s primary use of the Property as of the Effective Date.

“**Production Incentive Payments**” means the cost recovery incentive payments for community solar projects pursuant to RCW 82.16.120, as amended from time to time.

“**Production Incentive Termination Date**” means the termination date of the Production Incentive Payments.

“**Property**” means the improved real property owned by the City, a legal description of which is set forth in Exhibit B attached hereto under the heading “Legal Description of Property.”

“**Purchase Option**” has the meaning ascribed to such term in Section 6.

“**Purchase Price**” has the meaning ascribed to such term in Section 6.

“**Rent**” has the meaning ascribed to such term in Section 7.

“**Reporting Rights**” means the right of the Tenant to report to any federal, state, or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that the Tenant owns the Environmental Attributes and the Environmental Incentives associated with the Energy Output.

“**Site**” means that portion of the Property, including interconnection facilities and other ancillary devices, as described in Exhibit B hereto under the heading “Site.”

“**System**” means a solar energy system capable of producing not less than 25kW of electricity and otherwise comprising those items of photovoltaic solar electric power generation equipment and other related equipment as described on Exhibit B and installed by the Tenant on the Site in accordance with this Agreement, which description may be modified by written agreement of the Tenant and the City.

“**System Meter**” has the meaning ascribed to such term in Section 11.

“**System Owner**” means each of the parties that owns an undivided interest in the items of personal property that comprise the System as a tenant-in-common (collectively referred to herein as the “**System Owners**”).

“**System Revenue**” means all revenue generated by, or otherwise payable to the System Owners in exchange for, as a result of, or in connection with, the Energy Output.

“**System Specifications**” has the meaning ascribed to such term in Section 8.C.

“**Tenant**” means the System Owners in their collective capacity as lessees under this Agreement and holders of the leasehold interest granted hereby.

“**Tenant Contact Person**” has the meaning ascribed to such term in Section 22.B.3.

“**Term**” has the meaning ascribed to such term in Section 5.

“**Transfer**” has the meaning ascribed to such term in Section 12.B.

“**Treasury Grant**” means a cash grant in lieu of the federal business energy investment tax credit in accordance with the renewable energy grant program administered by the U.S. Department of Treasury pursuant to the *American Recovery and Reinvestment Act of 2009* (H.R. 1).

“**Utility**” means Puget Sound Energy, the Washington public utility responsible for electric energy transmission and distribution service at the Property.

2. Representations and Warranties of the City

The City hereby represents and warrants to the Tenant as follows:

A. It owns in fee simple, and is in exclusive possession of, the Property (including the Site) and all

appurtenances thereto. Any and all leasehold interests the City has conveyed with respect the Property or appurtenances thereto are set forth on Exhibit B under the heading "Previous Leases Granted by City;"

- B. It is a Local Government Entity that is not in the light and power business as defined in WAC 458-20-273, as may be amended following the Effective Date;
- C. There are no liens or encumbrances on the Property that would unreasonably interfere with the operation of the System;
- D. The Site is suitable for operation of the System at full capacity and without interruption throughout the duration of the Term;
- E. The Special Conditions are the only conditions or limitations to which the operation of the System will be subject, other than those set forth in this Agreement;
- F. The individual executing this Agreement on behalf of the City is duly authorized to bind the City to the provisions hereof, and the City has full power and authority to enter into and execute this Agreement and to perform its obligations hereunder;
- G. The Bainbridge Island City Council has reviewed and approved the City's entry into and performance of its obligations under this Agreement; and
- H. It currently maintains property insurance sufficient to insure it against complete loss or destruction of the Property, including the Site, and all personal property of the Tenant located on the Property, including the System, except as set forth in Section 21 below.

3. Representations of the Administrator

The Administrator hereby represents and warrants to the City as follows:

- A. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. It has the requisite corporate power and authority to own and operate its properties and assets and to carry on its business as presently conducted;
- B. It is duly authorized to execute this Agreement on behalf of the Tenant and bind the Tenant to the provisions hereof, and the Tenant has full power and authority to enter into this Agreement and perform its obligations thereunder, which power and authority the Tenant has properly delegated to the Administrator;
- C. It is not in the light and power business as defined in WAC 458-20-273, as may be amended following the Effective Date.

4. Lease of Premises

The City hereby leases the Site to the Tenant pursuant to the terms and conditions of this Agreement, together with non-exclusive access rights to and from the Site through the Property sufficient for the Administrator's use of the Site for installation, maintenance, operation and/or repair of the System at the locations indicated on the Access Plan, as set forth on Exhibit C (the "Access Property"), which rights may be modified by mutual agreement of the City and the Administrator to provide an alternative access method or methods.

5. Term

- A. Initial Term. The term of the lease of the Site will commence as of the Operational Date and will continue until the later of (i) June 30, 2020 and (ii) the Production Incentive Termination Date, unless terminated earlier pursuant to this Agreement (the “**Initial Term**”), except that in no event will the term extend beyond the twentieth anniversary of the Effective Date (the “**Outside Date**”). Upon the expiration of the Initial Term, the City may exercise the Purchase Option in accordance with the terms set forth in Section 6 below.
- B. Renewal Term. If for any reason the City does not timely exercise the Purchase Option at the end of the Initial Term pursuant to Section 6.A or provides written notice to the Administrator of its determination not to exercise the Purchase Option, then the Administrator may renew this Agreement for a period extending until the Outside Date (the “**Renewal Term**” and together with the Initial Term, the “**Term**”) for payment of rent at a rate not to exceed 100% of the retail value of the rooftop electrical production based on the production meter. The Parties hereby acknowledge that the anticipated useful life of the System is twenty years from installation, excluding inverters, which have an anticipated useful life of fifteen years from installation.

6. Purchase Option

- A. Purchase Option. So long as no default of the City has occurred and is continuing, the City will have the option (the “**Purchase Option**”) to purchase the System upon expiration of the Initial Term and again upon the expiration of the Renewal Term (if any) in each case at a purchase price equal to the Fair Market Value (as defined below) of the System (the “**Purchase Price**”). Not less than 90 days prior to the expiration of the Initial Term, the City will provide written notice to the Tenant of its determination with respect to the Purchase Option (the “**Exercise Notice**”). If the City timely elects to exercise the Purchase Option, then, promptly following its receipt of the Exercise Notice, the Administrator and the City will meet to determine the Fair Market Value of the System in accordance with Section 6.B below. Within 30 days following the determination of the Fair Market Value of the System in accordance with Section 6.B below, the City will pay the Tenant an amount in cash (by check or wire transfer) equal to the Purchase Price, and all other amounts then owing by the City to the Tenant, and the Tenant will transfer the System to the City in accordance with the terms of this Section 6.A. The Parties will execute all documents necessary to cause title to the System to pass to the City on an “as-is,” “where-is” basis, and the Administrator, on behalf of the Tenant, will transfer to the City all right, title and interest in the System and all improvements placed by the Tenant on the Site with respect to the System. To the extent transferable, the remaining period, if any, on all warranties for the System will be transferred from the Tenant to the City at the City’s sole expense, and the City will indemnify the Tenant for its operation, use and ownership of the System following the transfer of the System by the Tenant pursuant to this Section 6.
- B. Fair Market Value. The “**Fair Market Value**” of the System will be the value determined by an independent third party appraiser based on the net present value (assuming an appropriate discount rate and a twenty-year useful life of the System) of: (i) the future retail value of electricity expected to be produced by the System (assuming electricity retail rate increases per annum comparable to the average annual rate increase during the prior ten-year period); (ii) projected future costs for property and liability insurance, maintenance expenses and capital expenses relating to the System including, for example, costs related to the replacement of inverters at the end of their useful life); (iii) the estimated amount of contractual monetary payments (if any) that are likely to be received from third parties based on Environmental Attributes of the System; and (iv) the cost of the ultimate removal of the System at the end of its

useful life. The determination of the appraiser will be binding on the Parties, and all costs of such appraisal will be shared equally by the Parties.

7. **Rent**

Commencing on the Operational Date, and on or before the first day of each calendar month during the Term thereafter, the City will be entitled to a portion of the Energy Output Value each month as set forth in Section 11 below (the “Rent”), plus any applicable Washington Leasehold Excise Tax on the entire amount of the Rent.

8. **Installation and Operation of the System**

- A. **Installation.** The City consents, subject to the provisions of this Agreement, to the installation of the System on the Site, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, net-metering equipment and Utility interconnections; *provided, however*, that, except with the City’s express written consent, the System’s installation shall be accomplished with clamps on the standing seam metal roof in order to avoid roof penetration by the mounting system.
- B. **Permitting.** Prior to performing any installation or construction work on the Site, the Administrator will secure all necessary federal, state and local licenses, proof of agency and permits for the construction and operation of the community solar equipment and associated equipment (collectively, the “Permits”) at its sole expense. The City hereby authorizes the Administrator as the City’s agent to make any and all applications and/or submissions necessary to obtain all Permits from all applicable governmental and/or regulatory entities required for construction or operation of the System on the Site. To the extent authorized by law, the City will cooperate with the Administrator in the submission and/or processing any such applications, and will execute any documents applications, or other submissions required therefor. To the extent authorized by law, the City will take no action that would or would reasonably be expected to inhibit, impede or delay the Administrator’s ability to obtain the Permits.
- C. **Review of System Specifications.** Thirty days prior to performing the installation of the System at the Site, the Administrator will submit to the City the design, plan, specifications and work plans relevant for the System (the “System Specifications”) for the City’s review and comment. The Administrator will use commercially reasonable efforts to implement those comments provided by the City if submitted in writing to the Administrator not later than fifteen days following the date the System Specifications were submitted to the City. Thereafter, the City will retain the right to further review the System throughout the City’s applicable permitting processes until such time as the System has been “placed in service” as defined in accordance with the Treasury Grant and certified by the Washington Department of Revenue (the “DOR”) pursuant to RCW 82.16.120.
- D. **Structural and Wind Assessment Study.** The Administrator will perform all necessary tests, including, but not limited to, structural load and wind stress calculations to determine the suitability of the Site for the installation and operation of the System in accordance with this Agreement.
- E. **Equipment Modification.** If at any time during the term of this Agreement, the City and the Administrator agree that technology related to any component of the System has changed such that modifications to, or replacement of, all or a portion of the System would result in improved energy production or less physically or aesthetically obtrusive equipment, in either case so long

as such modifications or replacement increase the economic efficiency of the System, taking into account the costs of such modifications or replacement, as measured over the remaining Term taken as a whole, then the Parties will make commercially reasonable efforts to implement such modifications or replacement.

F. System Operation and Maintenance.

1. The Administrator will be solely responsible for the operation, repair and maintenance of the System, *provided* that the City will permit the Administrator access to the Site as provided in Section 4 above.
2. Neither the City nor any Affiliate thereof will have the right or be deemed to: (i) operate the System as contemplated by Section 7701(e)(4)(A)(i) of the Code; (ii) control the System as contemplated by Section 7701(e)(1)(B) of the Code; or (iii) physically possess the System as contemplated by Section 7701(e)(1)(A) of the Code.

9. Access and Security

Unless the Special Conditions provide otherwise:

- A. If requested in writing, the Administrator will provide the City's designated staff with two keys for emergency access, at no cost to the City.
- B. The City will give reasonable advance notice to the Administrator before entering the Site to perform normal or regular maintenance of the Property on the Site; *provided* that the City may access the Site at any time, and without giving notice, in the event of an emergency that affects the Property as a whole, as reasonably determined by the City.

10. Non-Interference

- A. The Administrator will not use the Property, adjacent right of way, or access areas, excluding the Site, in any way that materially interferes with the Primary Use; *provided* that the Tenant's operation and maintenance of the System in the ordinary course will not be deemed to interfere with the Primary Use.
- B. The City will not use, nor will the City permit its other tenants, occupants, employees or agents to use any portion of the Property in any way that materially interferes with the activities of the Administrator authorized by this Agreement.

11. Net Metering

- A. The Administrator will install, or cause to be installed, and maintain, or cause to be maintained, standard, utility-grade, net-metering equipment for the System (the "**System Meter**") pursuant to the terms and conditions of the Net Metering Agreement. The City may install and maintain at the City's sole expense an independent metering or monitoring system. The System Meter will be tested and maintained pursuant to the Net Metering Agreement.
- B. Promptly following the end of each month during the term, or such other period as may be agreed by the City and the Administrator, the City will remit payment to the Administrator on behalf of the Tenant in an amount equal to 50% of the amount credited during such period to the City's account with Utility from the generation of Energy Output pursuant to the terms of Exhibit A and

the Net Metering Agreement; *provided* that, if the Term is extended beyond June 30, 2020, then, beginning as of such date, the City shall no longer be required to remit any payment to the Administrator on behalf of the Tenant with respect to the generation of Energy Output pursuant to the terms of the Net Metering Agreement.

12. Ownership of the System; Transfer of Property

- A. Ownership. Except as contemplated by Section 6, the System Owners or their assigns will retain title to and be the legal and beneficial owners of the System at all times during the Term, and the System will remain the personal property of the System Owners or their assigns; *provided* that the System will be operated and maintained exclusively by the Administrator on behalf of the System Owners. In no event will the terms of this Agreement be deemed a transfer to the City of any interest in or to the System. The System and any other improvements made by the Administrator to the Site will not attach to or be deemed a part of or fixture of the Property, notwithstanding any contrary provision of statutory or common law. The Administrator will at all times keep the Property free and clear of all material liens and encumbrances relating to the System. The City will at all times keep the System free and clear of all material liens and encumbrances relating to or arising from the Property.
- B. Transfer of Property. The City will not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber (each, a “**Transfer**”) the System together with a Transfer of the City’s fee interest in the Property. If the City elects to effect or permit a Transfer of the Property to any person other than a Local Government Entity during the Term, then the City will pay to the Tenant: (i) any lost aggregate Production Incentive Payments for the remainder of the Term; plus (ii) 50% of the anticipated Net Metering Value for the remainder of the Initial Term (if such Transfer occurs during the Initial Term).

13. Environmental Attributes; Environmental Incentives

- A. The System Owners will own, and may assign or sell in their sole discretion, all interests associated with or resulting from the development and installation of the System or the production, sale, purchase or use of the Energy Output including, without limitation:
1. All Environmental Attributes and Environmental Incentives associated with the System; and
 2. The Reporting Rights and the exclusive rights to claim that: (i) the Energy Output was generated by the System; (ii) the System Owners are responsible for the delivery of the Energy Output in accordance with the Net Metering Agreement; (iii) the System Owners are responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof; and (iv) the System Owners are entitled to all Solar Renewable Energy Credits, certificates, registrations and other credits evidencing or representing any of the foregoing.
- B. The City will take all reasonable actions necessary to enable the System Owners to apply for and obtain all Environmental Incentives.

14. Goodwill and Publicity

- A. Press Releases. The Parties acknowledge that they share a common desire to promote the generation of renewable energy through community solar projects similar to the System. Each of

the Parties may, from time-to-time, issue press releases regarding the System and will cooperate with each other in connection with the issuance of such releases, including without limitation review and approval (which will not be unreasonably withheld) of press releases proposed to be issued by the other Party by no later than four business days after submission by the Party proposing to make the release. The City will have the right (i) to publicize that it is serving as a “site host” for the System but is not the owner of the System and (ii) to display photographs of the System in its advertising and promotional materials, *provided* that any such materials will also identify the Administrator as the developer and operator of the System.

- B. Educational Materials. During the Term the Administrator will use commercially reasonable efforts to implement educational activities related to the System, including development of an interactive website to provide electricity output data and other on-line monitoring features with respect to the System and other educational content relating to community solar projects generally.
- C. Promotion of Solar Energy. The City and the Administrator, and their respective guests (when accompanied by the City or the Administrator, as applicable), will have the right to access the Site from time to time during normal business hours and at other reasonable times upon reasonable prior notice for the purpose demonstrating the System, and promoting the generation of renewable energy through community solar projects.

15. Taxes, Assessments & Utilities

The Administrator will pay to the City any applicable leasehold excise tax, in addition to Rent, for each month that the Administrator makes lease payments to the City and does not report the lease as operating property to the DOR. The Administrator will be responsible for providing the City with evidence from the DOR of any applicable current or future exemption from leasehold excise tax, which evidence will then be attached to this Agreement as Exhibit D. If the City collects from the Administrator and pays to the DOR any leasehold excise tax that is subsequently determined to be a duplicate payment or over-payment of such tax by the Administrator, then the City will reimburse the Administrator in the amount of such duplicate payment or over-payment, upon written request by the Administrator.

16. Utilities and Services

Unless the Special Conditions provide otherwise:

- A. Upon 24 hours’ prior written notice to the City, the Administrator or its surveyor or contractor may, at the Tenant’s sole expense, enter upon and survey the Site and the City’s abutting and surrounding property to take measurements, make calculations, review any and all existing easements, property restrictions, if any, and note all other information relevant to the Administrator’s assessment of the suitability of the Site for its purposes pursuant to this Agreement. Such access will be granted during Normal Business Hours.
- B. The City will furnish the Administrator with electrical service to the Site for purposes of installation, operation and maintenance of the System, or as identified in the Special Conditions.
- C. Neither Party will be liable for any damages to the System, nor will either Party be relieved from any of its obligations under this Agreement, as a direct or indirect result of a temporary interruption in the electrical power supplied to the Site lasting for less than six hours per occurrence and not more than 20 hours in the aggregate during any 45-day period, so long as such interruption is caused by a Force Majeure Event (an “**Interruption**”). Under no circumstances

will either Party be liable for indirect, special, incidental or consequential damages resulting from an Interruption.

- D. The City will provide the Administrator with any information relating to encumbrances on the Property, including, but not limited to set-backs, utilities or easements of any nature, to the extent such encumbrances affect the Access Property or the Tenant's access rights to the Site set forth in Section 9, in which case any such existing encumbrances are set forth on Exhibit B hereto and any such encumbrances incurred by the City following the date this Agreement will be set forth in reasonable detail in a written addendum to Exhibit B delivered to the Administrator by the City.

17. Compliance with Laws; Hazardous Materials

- A. The Administrator will not knowingly: (i) use the Site for any illegal purposes; (ii) violate any applicable law; (iii) cause or permit any nuisance or trespass to the Property.
- B. The Administrator is authorized to use and store equipment and materials at the Site as specified in Exhibit B under the heading "Equipment," which will be in compliance with any applicable environmental, health or safety law, regulation, ruling, order or ordinance. The Administrator will not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the Property that would cause the Property to be in violation of any applicable environmental laws or which would require remediation or correction to the Property.

"**Hazardous Materials**" means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States government due to its potential harm to the health, safety or welfare of humans or the environment. As between the City and the Administrator, the Administrator will be responsible for all spills or other releases of any Hazardous Materials that may occur on the Property arising out of the Tenant's activities or caused by the Administrator, its employees, contractors, subcontractors or invitees and will promptly conduct any investigation and remediation as required by any applicable environmental laws, at the Administrator's cost.

- C. Notwithstanding the indemnification provisions in Section 20, the Tenant will indemnify, defend and hold harmless the City from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the Property, damages for loss or restriction of use of the Property and sums paid in settlement of claims, reasonable attorneys' fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, to the extent caused by any use, storage, release or disposal of Hazardous Materials by the Tenant, its employees, contractors, subcontractors or invitees.

18. Site Maintenance and Stewardship

Unless the Special Conditions provide otherwise, the City will have no obligation to maintain or safeguard the Site beyond the safeguards it employs with respect to the Property as a whole, except that the City may permit access to the Site to any third party upon receiving the prior approval of the Administrator; *provided* that the City will indemnify and hold harmless the Tenant Indemnified Parties (as defined below) with respect to any damage to the System caused directly or indirectly by such third party, regardless of fault, unless such third party is an agent of the Tenant, in which case the City will have no liability pursuant to this Section 18 for damage caused by such third party.

19. Repairs by the City

Except as set forth in this Section 19, the City will have no duty to the Tenant to make any repairs or improvements to the Site except those repairs necessary for the safety of the Tenant or its employees, contractors or agents, including the Administrator, or those repairs that concern the Property as a whole and are not the result of the Administrator's use of the Site. The City or its representatives will be provided access to the Site for such repairs under this Section 19 upon no less than 24 hours notice to the Administrator. Notwithstanding the foregoing, any portion of the Site that requires repair or maintenance as of the Effective Date and is set forth on Exhibit B hereto under the heading "Required Maintenance" will be repaired or replaced at the City's sole expense prior to installation of the System at the Site, subject to the Administrator's reasonable approval.

20. Indemnification

- A. By the Tenant. The Tenant will indemnify, defend and hold harmless the City, its permitted successors and/or assigns and their respective directors, officers, members, shareholders and employees (the "**City Indemnified Parties**") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees incurred by the City Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of the Tenant, or any of its officers, agents or employees in connection with property damage or personal injury at the Premises to the extent arising out of the Tenant's gross negligence or willful misconduct in connection with the Tenant's use of the Site or operation and maintenance of the System. The Tenant will not, however, be required to reimburse or indemnify any the City Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any City Indemnified Party, including any loss or claim related to the repairs conducted by the City pursuant to Section 19 and set forth on Exhibit B under the heading "Required Maintenance."
- B. By the City. The City will indemnify and hold harmless the Tenant, its permitted successors and/or assigns and its respective directors, officers, members, shareholders and employees, including the Administrator (the "**Tenant Indemnified Parties**") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees incurred by the Tenant Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of the City, or any of its officers, agents or employees in connection with property damage or personal injury at the Premises to the extent arising out of the City's gross negligence or willful misconduct in connection with the City's ownership, use, operation or maintenance of the Property. The City will not, however, be required to reimburse or indemnify any the Tenant Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Tenant Indemnified Party.
- C. Survival. The provisions of this Section 20 will survive the termination or expiration of this Agreement to the full extent of the applicable statute of limitations period.

21. Insurance

- A. The Tenant will maintain and/or will cause the Administrator, or any of its other contractors or agents, to maintain, as applicable, throughout the Term, insurance coverage of the kinds and in the amounts set forth on Exhibit E attached hereto and incorporated herein.
- B. Except as set forth on Exhibit E, all insurance coverage in respect of the Property will be the

responsibility of the City, and the City will maintain during the Term insurance coverage sufficient to insure it against complete loss or destruction of the Property, including loss or destruction of the System, regardless of the cause. To the extent necessary to comply with the terms of this Section 21.B, the City will amend the coverage of its property and casualty insurance in effect as of the date hereof to include coverage of (in addition to the Property and assets currently covered by such insurance) the System up to an amount and on the terms reasonably acceptable to both the City and the Administrator, and the Administrator will reimburse the City on a semi-annual basis in an amount equal to the incremental cost of including the System in the City's property and casualty insurance policies. The Tenant will be responsible for incurring any "deductible" related to any claim made with respect to the System under the City's insurance policies.

- C. Each Party agrees to provide the other Party with copies of insurance certificates or other evidence of insurance acceptable to such receiving party certifying that insurance coverages are in compliance with the specifications set forth in this Agreement. All evidences of insurance will: (i) name the other Party as an additional insured; (ii) provide that the other Party will receive 30 days' prior written notice of non-renewal, cancellation of, or significant modification to any of the corresponding policies (except that such notice shall be ten days for non-payment of premiums); (iii) provide a waiver of any rights of subrogation against the other Party, its affiliates and their officers, directors, agents, subcontractors, and employees; and (iv) indicate that such policy has been endorsed as described above.
- D. Each Party waives any rights of recovery against the other Party for injury or loss due to hazards covered by insurance obtained under this Agreement.
- E. Any insurance maintained by either Party is for the exclusive benefit of such Party and will not in any manner inure to the benefit of the other Party, except to the extent that any payments are made for claims made by the Tenant Indemnified Persons or the City Indemnified Persons, respectively, pursuant to Section 20.

22. Covenants

A. Covenants of the City.

1. The City will take all actions necessary to ensure that the Tenant will have quiet enjoyment and peaceful possession of the Premises throughout the Term. The City will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the System or its function (including activities that may adversely affect the System's exposure to sunlight), without the Administrator's prior written consent.
2. The City will not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the System or any interest therein. The City also will pay promptly before a fine or penalty may attach to the System any taxes, charges, or fees of whatever type of any relevant governmental authority for which the City is responsible. If the City breaches its obligations under this Section 22.A.2, it will immediately notify the Administrator in writing, will promptly cause such liens to be discharged and released of record without cost to the Administrator, and will indemnify the Tenant Indemnified Parties against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal)

incurred in discharging and releasing such liens.

3. The City will not cause or permit any interference with the System's access to sunlight as such solar access exists as of the Effective Date. Following the Effective Date, the City will use commercially reasonable efforts to secure any solar access easement that the Tenant determines necessary to prevent overshadowing of the System by other structures or flora and reduction in the System's access to sunlight resulting in decreased Energy Output. The Tenant will provide commercially reasonable assistance to the City in securing such solar access easement. Any overshadowing or shading resulting from actions outside of the control of the City will not be a breach of the covenant under this Section 22.A.3.
4. The City will designate an individual to serve as the Administrator's point of contact for purposes of this Agreement (the "**City Contact Person**"), who initially will be the Public Works Director. If during the Term such individual ceases to function, or becomes unable to function, in such capacity, then the City will designate a replacement City Contact Person within 15 business days and will promptly provide written notice of such to the Tenant.

B. Covenants of the Tenant and Administrator.

1. The Administrator, on behalf of the Tenant, will comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the Property, including, without limitation, RCW 49.60.
2. The Administrator, on behalf of the Tenant, covenants and agrees that during the Term: (i) no person, on the grounds of race, color, sex, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Site; (ii) that, in the installation of the System, no person on the grounds of race, color, sex or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Administrator will use the Site in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.
3. The Administrator will designate an individual to serve as the Tenant's point of contact for purposes of this Agreement (the "**Tenant Contact Person**"), who initially will be Joe Deets. If during the Term such individual ceases to function, or becomes unable to function, in such capacity, then the Administrator will designate a replacement Tenant Contact Person within 15 business days and will promptly provide written notice of such to the City.
4. Pursuant to the terms of a joint ownership agreement among the System Owners and the Administrator, the System Owners will provide a limited recourse guarantee of the obligations of the Administrator and the Tenant under this Agreement in the form of their respective ownership interests in the System and the City will be an express third party beneficiary of such guarantee and provided with a copy of the same.

23. Default and Termination

- A. Default by the Tenant. The following occurrences will each be deemed a “**Tenant Event of Default**”:
1. Material Breach. The Tenant or the Administrator breaches any material term or provision of this Agreement and such breach remains uncured for a period of 30 days following the date of the City’s written notice to the Administrator of such breach, specifying the nature of the breach in reasonable detail.
 2. Insolvency. A receiver is appointed to take possession of the Tenant’s assets, the Tenant makes a general assignment for the benefit of creditors, or the Tenant suffers action under the bankruptcy laws, or any other applicable debtor’s relief laws, of the United States.
- B. Default by the City. The following occurrences will each be deemed a “**City Event of Default**”:
1. Material Breach. The City breaches any material term or provision of this Agreement and such breach remains uncured for a period of 30 days following the date of the Administrator’s written notice to the City of such breach, specifying the nature of the breach in reasonable detail.
 2. Insolvency. A receiver is appointed to take possession of the City’s assets, the City makes a general assignment for the benefit of creditors, or the City suffers action under the bankruptcy laws, or any other applicable debtor’s relief laws, of the United States.
- C. Remedies Upon An Event of Default.
1. Termination by the City. Upon any Tenant Event of Default, the City may terminate the Tenant’s interest under this Agreement, by providing written notice of termination to the Administrator. Upon such termination of this Agreement, the Tenant will remain liable to the City for damages in an amount equal to the Rent and other sums that would have been owing by the Tenant under this Agreement for the balance of the Initial Term or Renewal Term (as then in effect), less the City’s net proceeds, if any, of re-letting the Site after termination of this Agreement. The foregoing remedy will not exclude any other right or remedy allowed by law.
 2. Termination by the Tenant. Upon any City Event of Default, the Tenant may terminate this Agreement by providing written notice of termination to the City. If the Tenant terminates this Agreement upon a City Event of Default before June 30, 2020, the City will pay the Tenant an amount equal to the sum of: (i) the Administrator’s reasonable costs associated with securing a replacement hosting site and arrangement (on terms no less favorable than those set forth in this Agreement) and removing and transporting the System to such new site; (ii) any lost aggregate Production Incentive Payments; and (iii) 50% of the anticipated Net Metering Value for the remainder of the Initial Term (if any). The foregoing remedy will not exclude any other right or remedy allowed by law.
- D. Termination by the Tenant Other than for City’s Breach. In addition to the Tenant’s termination right in connection with a City Event of Default, the Administrator, on behalf of the Tenant, may terminate this Agreement without further liability if:

1. the approval or consent of any governmental authority necessary for the construction and/or operation of the System is withheld, revoked or terminated, or the Tenant determines, in its sole discretion, that the cost of obtaining or retaining such approval is unreasonably prohibitive; or
2. the Tenant at any time following the installation of the System determines in its sole discretion that it desires to discontinue use of the Site for any reason whatsoever; *provided, however*, that if the Tenant terminates this Agreement pursuant to the foregoing, then, at the City's sole discretion, either: (a) the Tenant will pay the City a sum in cash equal to the value to the City of six months' Rent (calculated based on the prior six months' Energy Output Value) as the City's sole remedy for such termination (the "**Penalty Payment**") and remove the System at the Tenant's sole expense; or (b) the City shall have the right to purchase the System for an amount equal to (A) at any time prior to and including the date three years prior to the expiration of the Initial Term, the greater of (i) the Fair Market Value of the System and (ii) the amount that the Tenant has, as of such time, paid for the System, including all costs of design and installation and (B) at any time following the date three years prior to the expiration of the Initial Term, the Fair Market Value of the System.

E. Termination by Either Party without Default of the Other Party. Either Party may terminate this Agreement upon written notice to the other Party in the event that:

1. the System is not in Operation as of the twelve month anniversary of the Effective Date.
2. the Property, including the Site, or any structure on the Property is destroyed or damaged so as to render the Property and/or Site unfit for continued operation of the System, and the City reasonably determines within 10 days of such event that the damage cannot be repaired within 90 days following the date of such event; *provided that*, if the Site is not rendered wholly unfit for the Tenant's continued use of the System by such event, the Administrator may elect promptly to repair such damage and this Agreement shall continue in effect.

Neither Party will owe any further obligation to the other Party following a termination of this Agreement pursuant to Section 23.E.1. If this Agreement is terminated pursuant to Section 23.E.2, then neither Party will owe any further obligation to the other Party, except that: (i) the City shall pay the Administrator any unpaid portion of System Revenue due as of the date of such termination plus all expenses associated with the removal of the System from the Site; and (ii) each Party shall negotiate in good faith to enter into a new Site Lease and Solar Service Agreement that will govern the installation, operation and maintenance of the System at a new site that will allow the Tenant to continue to operate the System at full capacity (the "**New Agreement**"). If a New Agreement is executed and delivered by the Parties, the Tenant and the City will share equally the costs associated with removing and transporting the System to, and installation of the System at, such new site, which will thereafter be governed by the terms of the New Agreement.

F. System Removal by Tenant. The Tenant shall be responsible for removing the System upon the termination of this Agreement by the City pursuant to Section 23.C.1 and at the expiration of the Term if the City has not exercised the Purchase Option. The Tenant's obligation to remove the System shall not include an obligation to remove any below grade or internal structures, such as foundations and conduits.

24. Vacation of Leased Premises

Upon expiration of the Term or termination of this Agreement pursuant to Section 23 above, the Tenant will cease its operations on and/or use of the Site. If the Tenant fails to vacate the Site within 90 days of the expiration of the Term or earlier date of termination pursuant to this Agreement, then the Tenant will be liable for reasonable costs to the City directly caused by the Tenant's failure to vacate. The Site will be returned to its original condition except for ordinary wear and tear. The City will provide the Tenant with reasonable access to perform any removal activities in accordance with Section 23.F above. The Parties' responsibilities under Section 23.F will remain in effect until the date of actual removal of the System.

25. Force Majeure

If either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any Force Majeure Event (as defined below), then such circumstance will not constitute a default under this Agreement, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention; *provided, however*, that the Party encountering such delay or prevention will use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default pursuant to the terms of Section 23). The settlement of strikes and labor disturbances will be deemed to be wholly within the control of the Party experiencing that difficulty.

26. Condemnation

If all or any portion of the Property or the Site is needed, taken or condemned for any public purpose such that the Tenant cannot use the System on the Site (a "**Taking**"), either Party may terminate this Agreement. All proceeds from any Taking will belong and be paid to the City. The Tenant will have all rights to the System and any other personal property located on the Site, which will not be included in any Taking; *provided, however*, that if any Taking should include the System as a fixture to the Property, then the City will reimburse the System Owners for the proportional value of the System relative to the total value of the Property from the proceeds of such Taking. Nothing in this Section restricts or limits the Tenant from asserting a separate claim for damages related the interruption of the Tenant's business, the amount of Tenant's moving expenses or the value of Tenant's trade fixtures and equipment as long as such separate award does not reduce the Tenant's award.

27. Broker's Fee

If either Party is represented by a real estate broker or other agency in this transaction, such Party will be fully responsible for any fee due such broker and will hold the other Party and each of its employees and agents, harmless from any claims for a commission by such broker or agency.

28. Confidentiality

A. All non-public information provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information will be treated in a confidential manner, will not be disclosed to any third party, and will not be used for any purpose other than performance of the transactions contemplated by this Agreement, without the prior written consent of the non-disclosing Party, which consent will not be unreasonably withheld. Notwithstanding the preceding, this Section and the restrictions herein contained will not apply to any data or documentation which:

1. Is required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five business days written notice (which notice shall include the identity of any third-party requesting access to the information of the disclosing Party) of such intended disclosure is given by the disclosing Party to the non-disclosing Party or if five business days notice is not practical, then such shorter notice as is practical;
 2. Is disclosed by a Party to an affiliate of such Party or in connection with an assignment permitted by Sections 29 and 30; or
 3. As of the time of disclosure, (i) is publicly known and made generally available in the public domain prior to the time the disclosing Party disclosed the information to the receiving Party, (ii) became publicly known and made generally available, after disclosure to the receiving Party by the disclosing Party, through no wrongful action or inaction by the receiving Party or by others who were under confidentiality obligations, (iii) was in the receiving Party's possession, without confidentiality restrictions, at the time of disclosure by the disclosing Party, as shown by the receiving Party's files and records, (iv) is obtained by the receiving Party from a third party without a breach of the third party's obligations of confidentiality, or (v) is independently developed by the receiving Party without use of or reference to the information disclosed by the disclosing Party, as shown by documents and other competent evidence in the receiving Party's possession.
- B. The Tenant expressly acknowledges that the City is subject to the Washington Public Records Act (RCW, Chapter 42.56), which contains broad requirements for release of documents and short time periods in which to respond.

29. Sub-leasing & Assignment by the Tenant

- A. Sub-Leasing. The Tenant will not sub-lease or co-locate any solar energy equipment other than the System on the Site, without express written consent from the City, which consent will not be unreasonably withheld, conditioned or delayed.
- B. Assignment. Neither this Agreement, nor any rights created by it, may be assigned, or transferred by the Tenant without express written consent from the City, which consent will not be unreasonably withheld, conditioned or delayed. Any such assignment will be in writing on a form approved by the City and will include an assumption of the Tenant's obligations under this Agreement by the assignee. The City's consent to one assignment will not waive the requirement of obtaining the City's consent to any subsequent assignment.
- C. Transfer of Ownership Interest. Any transfer of all or any portion of the ownership of the System by one or more of the System Owners will not constitute an assignment for purposes of this Section 29, provided that such transfer does not prohibit or impede any other System Owner's eligibility to receive Production Incentive Payments with respect to the System during the remainder of the Term.

30. Sub-leasing & Assignment by the City

- A. Other Lease, Subleases or Conveyances. The City retains the right to sublease or enter into any

type of agreement for any portion of the Property other than the Site for any reason, subject to the restrictions relating to a Transfer pursuant to Section 12.B so long as such sublease or agreement does not unreasonably interfere with the installation, repair, maintenance or operation of the System and the Tenant's use of the Site in accordance with the terms of this Agreement. Should the City sell, lease, transfer or otherwise convey all or any part of the Property that is the subject of this Agreement to any transferee other than the Tenant, such transfer will be subject to this Agreement. The City retains the right to enter into other leases with other community solar companies to co-locate within the Property so long as such actions will not interfere with the Tenant's use of the Site.

- B. Assignment. The City may transfer and assign its rights and obligations under this Agreement and no further liability or obligation will thereafter accrue against the City hereunder; *provided* that the assignee or transferee assumes, in writing, all of the City's obligations under this Agreement, which will remain in full force and effect.

31. Cooperation

Upon the receipt of a written request from the other Party, each Party will execute such additional documents (e.g., an interconnection agreement with Utility), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent of this Agreement. Neither Party will unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both Parties will be required. From time to time, upon written request by the Tenant (or its lenders, if any), the City will provide within seven days thereafter an estoppel certificate attesting, to the knowledge of the City, of the Tenant's compliance with the terms of this Agreement or detailing any known issues of noncompliance.

32. Headings

The titles to paragraphs or sections of this Agreement are for convenience only, and will have no effect on the construction or interpretation of any provision of this Agreement.

33. Notices

Except as otherwise designated in this Agreement, all notices hereunder must be writing and will be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to the City: The City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110
Attention: The City Manager

And

If to the Tenant: Community Solar Solutions Inc.
221 Winslow Way West, #301

Bainbridge Island, WA 98110
Attn: Joe Deets

With a copy to: Michael W. Moyer, Esq.
Dorsey & Whitney LLP
701 Fifth Ave., Suite 6100
Seattle, WA 98104

34. Complete Agreement

This Agreement and any attached schedules and exhibits constitute the entire agreement among the Parties and supersedes all prior, contemporaneous or subsequent agreements or representations relating to the subject matter hereof, whether written or oral, except that any the City policies and procedures for lease agreements and final permits applicable to this Agreement that are adopted after the Effective Date will be binding on the Parties to the extent not inconsistent with the terms of this Agreement.

35. Amendments; Modifications

Except as may otherwise be provided herein, this Agreement will not be amended or modified except by written instrument signed by both Parties.

36. Waiver

No failure on the part of either Party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving Party, will discharge or invalidate such covenant or provision or affect the right of either Party to enforce the same in the event of any subsequent breach or default.

37. Severability

If any term, covenant or condition in this Agreement will, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement will not be affected thereby, and each term, covenant or condition of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision will be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

38. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute but one instrument.

39. Performance Standards

For the purpose of this Agreement, the normal and customary standards of performance within the solar photovoltaic power generation industry in Washington State will be the measure of whether a Party's performance is commercially reasonable and timely. Unless otherwise provided, words having well-known technical or trade meanings will be so construed.

40. Governing Law

This Agreement will be governed by the laws of the State of Washington.

41. Resolution by the Parties

Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, interpretation, termination or validity thereof (a “Dispute”) will, at the request of any Party, be referred to a senior representative of each of the City and the Tenant for resolution on an informal basis as promptly as practicable. If the senior representatives are unable to resolve the Dispute within 15 business days, then the matter may be submitted to mediation on such terms and conditions as the Parties may agree.

42. Venue

The Parties agree that, subject to the requirements of the foregoing Section 41, the venue of any action or suit concerning this Agreement will be in the Kitsap County Superior Court, and all actions or suits thereon will be brought therein.

43. Specific Performance

Either Party will be entitled to seek specific performance by the other Party of such Party’s obligations under this Agreement.

44. Binding on Successors

This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties, subject to the conditions set forth in Sections 29 and 30 herein.

45. Failure to Insist upon Strict Performance

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver thereof.

46. Time of Essence

Time is of the essence of this Agreement and each of its provisions, and failure to comply with this Section will be a material breach of this Agreement.

47. No Partnership

This Agreement is not intended, and will not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Except as otherwise expressly provided by this Agreement, neither Party will have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

48. Memorandum of Agreement

The Parties may enter into a short form memorandum of this Agreement, in a form suitable for recording under the laws of the State of Washington, referencing this Agreement, and all options herein, which the Tenant may, at its expense, file in Kitsap County, Washington. The City consents to and hereby appoints

the Tenant and/or the Administrator as its attorney-in-fact for the purpose of recording a memorandum of this Agreement in the land registry or title records of the county where the Premises are located or other applicable government office.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates below indicated.

THE CITY OF BAINBRIDGE ISLAND

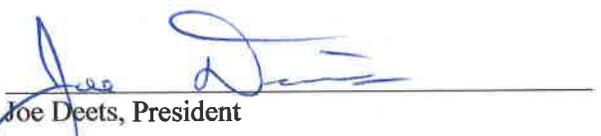
By: 

Name: Ellen Schroer

Title: Acting City Manager

Date: Dec. 23, 2011

COMMUNITY SOLAR SOLUTIONS INC., as Administrator

By: 
Joe Deets, President

Date: Dec. 22, 2011

Exhibits List**Exhibit A – Form of Net Metering Agreement****Exhibit B – Property; Site; Site Equipment Description****Exhibit C – Non-Exclusive Access Rights Description****Exhibit D – Leasehold Excise Tax Exemption****Exhibit E – Insurance**

Exhibit A

Form of Net Metering Agreement

Calculation of City's remittance payment to Administrator:

The City will remit payment to the Administrator on behalf of the Tenant in an amount equal to 50% of the amount credited during such period to the City's account with the Utility from the generation of Energy Output. The amount of payment will be determined from the relevant period's electric bill between the City and the Utility, by taking the total kWh of electricity produced by the System before being used by the City, as recorded by the Production Metering (Rate 998E-RPI), multiplied at the highest Energy Charge rate, and then multiplied by .5.

Attached Puget Sound Energy Schedule 150, Application and Agreement for Interconnection, Net Metering and/or Production Metering.

Issued: April 8, 2011
Effective: May 9, 2011
Attachment "A" to Schedule 150, Page 1

WN U-60

PUGET SOUND ENERGY

**SCHEDULE 150
CUSTOMER GENERATOR OWNED FUEL CELL, SOLAR, WIND, BIOGAS,
COMBINED HEAT AND POWER OR HYDROPOWER ELECTRIC
GENERATING FACILITIES OF 100 KILOWATTS OR LESS**

Application and Agreement for Interconnection, Net Metering and/or Production Metering

This Application and Agreement for Interconnection, Net Metering and/or Production Metering (the "Application and Agreement") is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application and Agreement may be required. Certain terms in this Application and Agreement are defined in Schedules 80, 150 and 151 of the Company's Electric Tariff G and have the same meaning when used in this Application and Agreement unless the usage clearly indicates otherwise.

A non-refundable application fee must accompany this Application and Agreement:

Generating Facilities of 0 kW to 25 kW	\$100.00
Generating Facilities of greater than 25 kW	\$500.00
Inverter-based Generating Facilities of 0 kW to 100 kW	\$ 0.00

Additional fees may apply.

Date: _____

I. INTERCONNECTION CUSTOMER / OWNER DATA

Please provide information on the PSE Account where the Interconnection will occur:

PSE Account Holder Name: _____ (Should match with PSE statements)

Alternate Contact: _____ (If different from the account holder
e.g. business point of contact or spouse/partner)

PSE Account #: _____ - _____ - _____

PSE Meter #: _____ (e.g. U123456789) where Interconnection will occur

Interconnection Service Address: _____ Mailing Address: Same as Service Address

City: _____ City: _____

State: Washington State: _____

Zip: _____ Zip: _____

E-mail Address: _____

Best Telephone Number: (_____) _____

Additional Telephone Number: (_____) _____

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 2

WN U-60

PUGET SOUND ENERGY

Fax Number: () _____

- Community Solar Project This is an LLC

Project Name: _____

Name of Administrator: _____

Telephone Number: () _____

Mailing Address: _____

Administrator must provide the name and address of each owner or member prior to receiving Incentive Payment. If required by PSE, the Administrator must also provide the PSE account numbers for each owner or member.

II. PROJECT BACKGROUND

Installation Application	Building Type	Do you own the property?
<input type="checkbox"/> Existing Building <input type="checkbox"/> New Construction	<input type="checkbox"/> Residence <input type="checkbox"/> Commercial Structure	<input type="checkbox"/> Yes <input type="checkbox"/> No

The electrical permit number, issuing jurisdiction, and estimated date of complete Generating Facility inspection must be provided prior to meter installation.

Is the Generating Facility owner-installed? Yes _____ No _____

Please provide installer/designer information (if applicable):

Company Name: _____

Contact: _____ E-mail Address: _____

Mailing Address: _____

Office Telephone Number: () _____ Contact Cell Phone Number: () _____

The Interconnection Customer must notify the Company that the Generating Facility has been installed and inspected in compliance with local building and electrical codes. A Certificate of Completion will be accomplished by electronic mail and include the following text:

"I certify that the Generating Facility located at _____ has been installed and inspected in compliance with local building and/or electrical codes. I have obtained electrical permit number _____ from the following electrical authority, _____ and passed electrical inspection on _____."

The Company must review and approve the installation prior to Interconnection. Approval of the Certificate of Completion will be accomplished by electronic mail.

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 3

WN U-60

PUGET SOUND ENERGY

II. SYSTEM INFORMATION

SOLAR PV

Solar Panel / Module	Manufacturer: _____ Model: _____ Number of modules: _____ Wattage per module (W): _____ Total array wattage (kW)*: _____ Using a UL 1703 listed module? <input type="checkbox"/> Yes
Inverter	Using a UL 1741 listed inverter? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete questions below re: non-synchronous inverter on Page 4.) Manufacturer: _____ Model Number: _____ Maximum Rated Output*: _____ Please check the appropriate inverter output voltage: <input type="checkbox"/> 120V 1 ϕ (120 volt single phase) <input type="checkbox"/> 240V 1 ϕ <input type="checkbox"/> 120/208V 1 ϕ <input type="checkbox"/> 120/208V 3 ϕ <input type="checkbox"/> 277/480V 3 ϕ <input type="checkbox"/> Other _____
Back-up Generator	<input type="checkbox"/> Yes (If Yes, show generator in system schematic.) <input type="checkbox"/> No
Battery Back-Up	<input type="checkbox"/> Yes (If Yes, show battery in system schematic.) <input type="checkbox"/> No

Estimated total cost of solar installation. (optional) \$ _____

***For generating systems larger than 5 kW or if connecting to an electrical service larger than a 200 amp service:** An external locking visible break disconnect that meets PSE's requirements is required.

For systems larger than 25 kW: The transformer needs to be appropriately sized to handle all back-feed. For more information, please refer to the latest revision of the PSE Standard, PSE-ET-160.50, Interconnection Standards. A dedicated service transformer and interconnection protection devices are required except in a system utilizing an inverter meeting UL Standard 1741 where they *may* be required by the Company.

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 4

WN U-60

PUGET SOUND ENERGY

For solar PV installations using UL listed modules and inverters, please skip to:
 "IV. PROJECT AGREEMENTS" on page 6.

WIND TURBINE, MICRO-HYDRO, FUEL CELL, BIO-GAS, OTHER (circle one)

Micro-Hydro Turbine	Manufacturer: _____ Model: _____ Nameplate Data: _____
Wind Turbine Blades	The wind turbine blades were manufactured in Washington? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, please provide make and model.) Manufacturer: _____ Model: _____
Generator (Micro-Hydro, Wind, Fuel Cell, Bio-Gas, CHP-Combined Heat and Power, Other)	Manufacturer: _____ Model: _____ Nameplate Data: _____ Voltage: _____ Frequency: (if applicable) _____ Maximum Output: Watts: _____ or kW: _____ Operating Power Factor (if applicable) _____ Regulator: _____ I am planning to conduct an engineering report on the wind turbine? <input type="checkbox"/> Yes <input type="checkbox"/> No
Inverter	Using a UL 1741 listed inverter? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete questions below re: non-synchronous inverter on page 5.) Manufacturer: _____ Model Number: _____ Maximum Rated Output*: _____ Please check the appropriate inverter output voltage: <input type="checkbox"/> 120V 1 ϕ (120 volt single phase) <input type="checkbox"/> 240V 1 ϕ <input type="checkbox"/> 120/208V 1 ϕ <input type="checkbox"/> 120/208V 3 ϕ <input type="checkbox"/> 277/480V 3 ϕ <input type="checkbox"/> Other _____
Back-up Generator	<input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, show generator in system schematic.)
Battery Back-up	<input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, show battery in system schematic.)

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 5

WN U-60

PUGET SOUND ENERGY

For systems larger than 5 kW or any system connecting to an electrical service larger than a 200 amp service: An external locking visible break disconnect that meets PSE's requirements is required. This disconnect should be wired between the inverter and production meter base.

For systems larger than 25kW: The PSE transformer needs to be appropriately sized to handle all back-feed. For more information, please reference the latest revision of the PSE Standard, PSE-ET-160.50, Interconnection Standards. A dedicated service transformer and interconnection protection devices are required except in a system utilizing a UL 1741 inverter where they may be required by the Company.

If you will not be using a UL 1741 listed synchronous inverter, complete the following table and questions and attach appropriate documentation:

- A. Protection Equipment: List (or attach) relay manufacturer, type and trip setting used to monitor each of the following to protect against back-feeding into a de-energized PSE power system*:

	Relay Manufacturer	Model	Trip Setting
Overcurrent			
Frequency			
Voltage			

- B. Protection Against Back-feeding:

- o Attach or describe the protection against back-feeding into a de-energized PSE power system:

- o Include manufacturer, type and trip setting of relays: _____

* Upon review of this information, PSE may require further information to ensure power quality and safety concerning interconnection to the distribution grid.

PUGET SOUND ENERGY

IV. PROJECT AGREEMENTS

- I have provided a system schematic for this facility, including the following:
- o Solar modules (or generator)
 - o Inverter(s) (or power quality and protection devices)
 - o External locking visible break disconnect switch (if applicable)
 - o Production meter (if applicable) – showing the correct polarity line and load and distance from service meter
 - o Connection to the structure's electrical service panel
 - o Service/Net Meter
 - o Batteries and back-up generation (if applicable)
- I agree to the terms and conditions of Schedule 80 regarding Interconnection (including those of Attachment E – Net Energy Metering Interconnection Agreement)
<http://www.pse.com/insidePSE/ratereginformation/pages/RatesElecTariffsRules.aspx?tab=4&chapter=1>
- I agree to the terms and conditions of Schedule 150 regarding Net Metering (continued service under this Application and Agreement is contingent upon the availability of and eligibility for Schedule 150)
<http://www.pse.com/insidePSE/ratereginformation/pages/RatesElecTariffsRules.aspx?tab=2&chapter=1>
- I agree to the terms and conditions of Schedule 151 regarding Production Metering (continued service under this Application and Agreement is contingent upon the availability of and eligibility for Schedule 151)
<http://www.pse.com/insidePSE/ratereginformation/pages/RatesElecTariffsRules.aspx?tab=2&chapter=1>
- I agree to pay the following applicable production meter installation charge(s)*:
- 2S uni-directional meter = \$83 (additional meter = \$60 each)
 - 2S bi-directional meter = \$363 (additional meter = \$330 each)
 - 12S uni-directional meter = \$129 (additional meter = \$106 each)
 - 12S bi-directional meter = \$404 (additional meter = \$371 each)
 - 16S uni-directional meter = \$268 (additional meter = \$244 each)
 - 1S uni-directional meter = \$107 (additional meter = \$85 each)

*The production meter charge is a one-time charge that appears on the Customer's bill following meter installation. Most Customers will see a one-time charge of \$83 on their bill for a production meter. Commercial Customers with three phase service, Customers with battery back-up, or Customers with back-up generators, may see higher charges for advanced (bi-directional) meters or multiple meters depending on their installation.

- I agree to allow the disclosure of personal information by PSE relative to the Renewable Energy Production Incentive Payment Program to the Department of Revenue, as required for the processing of the Incentive Payment.
- I agree to allow the disclosure of personal information by PSE relative to Interconnection with PSE to my system installer, as may be required to assist in the safe, reliable and adequate operation of my Generating System.

PUGET SOUND ENERGY

V. TERMS

Capitalized terms in this Application and Agreement shall have the meanings specified in Schedules 80, 150 and 151 of the Company's tariff. Each of the Customer Generator and the Company is sometimes in this Application and Agreement as a "Party"; both the Customer Generator and the Company are sometimes referred to in this Application and Agreement as the "Parties".

- A. This Application and Agreement shall be in effect when complete, signed and delivered by the Customer Generator or Administrator to PSE and signed by the Company. The Company will acknowledge delivery by delivery of a copy of the Application and Agreement that has been signed by the Company. Such delivery may take place by (i) personal delivery, (ii) by United States postal service, (iii) by recognized courier service, (iv) by UPS, FedEx or similar service, (v) by facsimile transmission, or (vi) by electronic mail in Adobe Portable Document Format (PDF). It is advised that the sender have delivery made with delivery confirmation requested from the delivery service. The Application and Agreement shall remain in effect following the Company's signature unless terminated by either Party on thirty (30) days' prior written notice. This Application and Agreement shall terminate on the date that the Customer Generator or Administrator is not eligible for service under Schedules 150 or 151, as applicable, or no longer eligible under Schedule 80.
- B. This Application and Agreement shall not apply to any of Customer Generator's electrical service location(s) other than that served by the Generating Facility except if the Customer Generator chooses to aggregate the Generated Energy with an Aggregated Meter(s).
- C. This Application and Agreement is subject to the General Rules and Provisions as set forth in the Company's Electrical Tariff G, Schedule 80, and to Schedules 150, 151 and other schedules that may apply. Such schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission. Any conflict between this Application and Agreement and any provisions of the Company's approved tariffs and rate schedules shall be resolved in favor of such tariff and schedule provisions. Terms defined in Schedules 80, 150 and 151 of the Company's Electric Tariff G have the same meaning when used in this Application and Agreement unless the usage clearly indicates otherwise.
- D. This Application and Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without regard to any conflict of law rules) or federal law, as appropriate, as if executed and to be performed wholly within the State of Washington. Venue of any action arising hereunder or related to this Application and Agreement shall lie in King County, Washington.
- E. All obligations of the Parties arising pursuant to this Application and Agreement which may reasonably be construed as surviving the completion, termination, or cancellation, shall survive the completion, termination or cancellation of this Application and Agreement and shall be and remain fully enforceable in accordance with the terms and conditions of this Application and Agreement.

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 8

WN U-60

PUGET SOUND ENERGY

- F. Except as otherwise provided herein, this Application and Agreement, including all exhibits hereto and Schedules 80, 150 and 151 of the Company's tariff and attachments to the Company's tariff, sets forth the entire agreement between the Parties. This Application and Agreement may not be modified or amended except by written amendment, signed by both Parties hereto. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Application and Agreement, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of the same or any similar breach.
- G. The Parties hereto are independent contractors and shall not be deemed to be partners, joint venturers, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Application and Agreement.
- H. This Application and Agreement and all of the terms and provisions of this Application and Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, that Customer-Generator shall not assign all or any part of this Application and Agreement (or assign any of its rights under this Application and Agreement or delegate performance of any of its obligations under this Application and Agreement) without the prior written consent of the Company, which consent the Company may withhold in its sole discretion.
- I. Nothing in this Application and Agreement shall be construed to create any duty, obligation or liability to, or any standard of care with reference to any person or entity, other than the Parties (and their respective successors and assigns, subject to this section).

VI. NOTICES AND OTHER COMMUNICATIONS

All notices, requests, demands and other communications required or permitted to be given under this Application and Agreement shall refer to the Service Address and be given in writing (i) by personal delivery, (ii) by recognized overnight air courier service, (iii) by United States postal service, postage prepaid, registered or certified mail, return receipt requested, (iv) by facsimile transmission, using facsimile equipment providing written confirmation of successful completed transmission to the receiving facsimile number, or (v) by electronic mail, including documents scanned in Adobe Portable Document format with a read receipt requested. All notices to either Party shall be made to the address set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery; or if by facsimile as of the date following documented completion of transmission; or if by electronic mail as of the date of the read receipt.

Addresses for Notification: If to Company: Addresses for Notification below. If to Customer: Generator or Administrator shall be the applicable name and address as contained in this Application and Agreement.

Puget Sound Energy, Inc.
 P.O. Box 97034 (EST-10E)
 Bellevue, WA 98009-9734
 Attn: Net Metering
 Tel. (425) 456-2419
 FAX (425) 462-2706
 E-mail: jennifer.montgomery@pse.com

Issued: April 8, 2011
 Effective: May 9, 2011
 Attachment "A" to Schedule 150, Page 9

WN U-60

PUGET SOUND ENERGY

Interconnection Customer Signature

Customer Generator, by signing below certifies that, to the best of my knowledge, the information provided in this Application and Agreement is true and correct. By signing below, the Customer Generator agrees to abide by the General Rules And Provisions for interconnecting a Generating Facility no Larger than 100 kW.

IN WITNESS WHEREOF, the Parties have caused this Application and Agreement to be executed by their duly authorized representatives as of the date below.

This final Application and Agreement is effective as of the last date set forth below.

CUSTOMER GENERATOR: (matches PSE account holder name)	PUGET SOUND ENERGY, INC.:
Signature:	Signature:
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:

Issued: April 8, 2011
Effective: May 9, 2011
Attachment "A" to Schedule 150, Page 10

WN U-60

PUGET SOUND ENERGY

Attach one-line schematic:

System Diagram Guide:

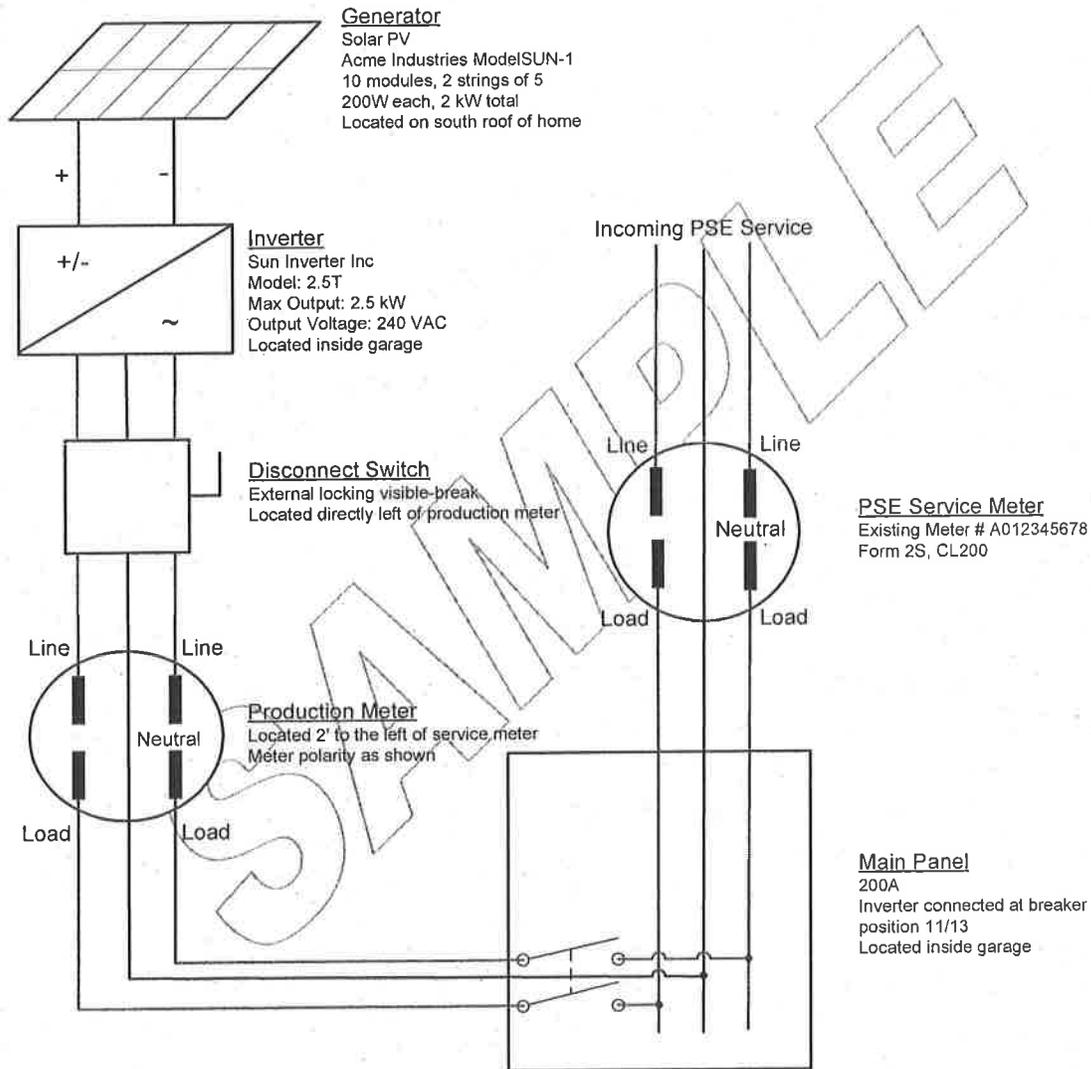


Exhibit B

Property; Site; System Description

Property Address: 280 Madison Avenue, Bainbridge Island, WA 98110

Description of the Lease Site: South facing middle roof of the City Hall building.

Attached Bainbridge Island City Hall 74.2 Photovoltaic System Middle Roof PV Racking Layout Drawing by Howard Lamb MSEE, Sunergy Systems.

Attached COBI City Hall Structural Report, parts 1, 2 and 3, by Steven R. Sandhorst, P.E., S.E. of AHBL.

Leases granted by the City:

Equipment: Shall consist up to a maximum quantity of 31 Itek Energy XLGT-1800 (1800W) inverters for a total name plate AC system rating of 55.8kW. The array racking system shall be comprised of Unirac Solar Mount rails, module clamps, and L-feet and S-5 compression clamps shall be used to affix the rails to the metal roof's standing seams.

Solar Panels: Shall consist up to a maximum quantity of 309 Itek Energy IT240 (240W) photovoltaic modules for a total name plate STC system rating of 74.2kW.

Cabinet: Shall be comprised of an additional National Electrical Code (NEC) compliant electrical panel that will combine all inverters into a derived 3 phase AC system of which this inverter electric panel output will be interconnected to the building electrical service in-between the main electric panel and the building electric meter via a "lineside tap".

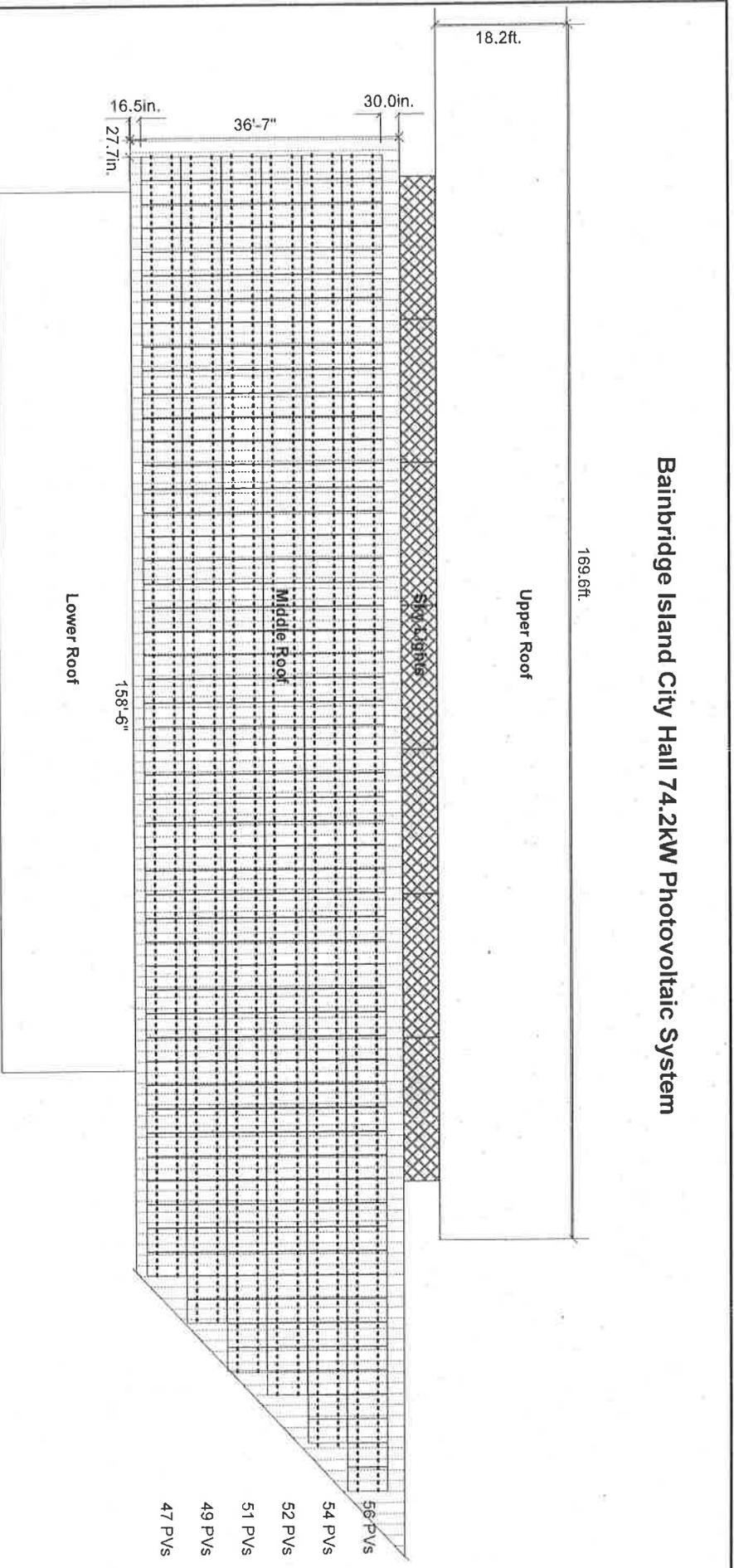
Cabling: All cabling, conduit, and fittings shall meet or exceed NEC 690 code for photovoltaic systems, system grounding shall adhere to NEC 690 code.

Site Plan: Shall be provided that details exact location and layout of photovoltaic modules and associated racking system. Electrical one-line diagram shall be provided. Minimal clearance for walking pathways has been provided at the east, west, and north sections of the array for any potential maintenance. The southern section can easily be accessed from the lower roof. OSHA rooftop safety requirements must be adhered for array cleaning or maintenance.

Note: System site plan is subject to change, and system size is driven by market demand, and thus may be less than 74.2kW.

Required Maintenance: Maintenance of the System is the sole responsibility of the Administrator. OSHA rooftop safety requirements will be adhered to.

Bainbridge Island City Hall 74.2KW Photovoltaic System



- 1) Itek Energy IT240 240W PV module dim: 39.10" x 64.80" 42lb
- 2) Middle Roof shall consist of 309 PV modules
- 3) UniRac Solar Mount racking rails shall be used and affixed to roof via S-5 compression clamps which shall be clamped onto each standing seam of the roof within the perimeter of the array
- 4) South to North roof measurements displayed are actual distances from eave to ridge

Utility District: PSE		CONFIDENTIAL PROPERTY OF SUNERGY SYSTEMS	
Drawn By: Howard Lamb, MSEE		Customer: Bainbridge Island City Hall	
Electrical Engineer Approval: Howard Lamb, MSEE		Project: Itek Energy Photovoltaic system	
Date: 12/01/2011 Rev 1a		Site Address: 290 Madison Ave N Bainbridge Island, WA 98110	
Signatures: Engineer		Title/Part/Description: Middle Roof - PV RACKING LAYOUT DRAWING	
		Sunergy Systems 4546 Leary Way NW Seattle, WA 98107	



Bainbridge Island City Hall Roof-Top Solar Panel Supports

Project # 211531.20

Project Engineer Steven R Sandhorst, P.E., S.E.



December 13, 2011

Description:

This analysis is in accordance with the 2009 edition of the International Building Code (IBC). An existing roof structure is analyzed to verify its capacity to carry the additional weight of new, photovoltaic solar panels, and the attachment of the panels to the existing roof is verified to withstand the uplift due to wind loading.

<i>TACOMA:</i>	<i>2215 N. 30th St., Suite 300</i>	<i>Tacoma, WA 98403</i>	<i>(253) 383-2422</i>	<i>Fax (253) 383-2572</i>
<i>SEATTLE:</i>	<i>1200 6th Ave., Suite 1620</i>	<i>Seattle, WA 98101</i>	<i>(206) 267-2425</i>	<i>Fax (206) 267-2429</i>
<i>SPOKANE:</i>	<i>505 W. Riverside Ave., Suite 500</i>	<i>Spokane, WA 99201</i>	<i>(509) 252-5019</i>	<i>Fax (509) 459-0396</i>
<i>TRI-CITIES:</i>	<i>2715 St. Andrews Loop, Suite F</i>	<i>Pasco, WA 99301</i>	<i>(509) 380-5883</i>	<i>Fax (509) 380-5885</i>

TABLE OF CONTENTS

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2.0 Design Criteria	2
3.0 Analysis: Existing Roof Framing	3 - 6
4.0 Wind Uplift Analysis.....	7
5.0 Analysis: Panel Support Rail Attachment.....	8
Appendix:	
Sunergy Systems Panel Layout	A1
UniRac Technical Data Sheets.....	A2 – A5
Satellite Photo: Bellevue City Hall	A6
Structural As-Built Drawing Sheets S1.1, S2.1, S2.2, S2.3, S2.4	A7 – A11
S-5 Seam Clamp Data and Load Tests	A12 – A16

Summary:

The existing roof structure has been analyzed for its capacity to support the additional weight of the new roof-top mounted solar panel system as proposed by Sunergy Systems. The existing structure has the capacity to support the additional 2.5 psf loading due to the new panels.

The array of solar panels will be supported on aluminum support beams by UniRac. The support beams will run perpendicular to the existing standing seam roof panels and are located under the upper and lower edges of each panel. The beams are attached to each of the roof panel standing seams they cross with clamping devices by S-5. Technical data sheets and load tests for this hardware are provided in the Appendix. Analysis indicates this attachment is adequate for the design uplift wind loading. The factors of safety against exceeding the load test values are 5.2 for allowable loading and 10.4 for ultimate loading.



Project Bainbridge Island City Hall
Subject Solar Panel Support
With/To _____
Address _____
Date _____

Project No. 211531.20
Phone _____
Fax # _____
Faxed Pages _____
By SS

- Page 3 of _____
- Calculations
- Fax
- Memorandum
- Meeting Minutes
- Telephone Memo

Check (E) roof for added weight of Solar Panels.

(E) Dead Loads:

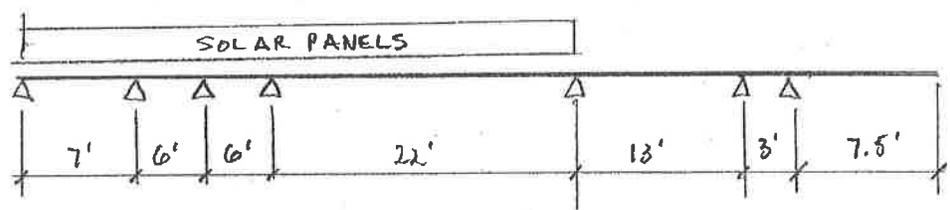
Metal Roofing	1.5	psf
Rigid Insulation	1.5	
1/2" Plywood	1.5	
2x6 T&G	4.5	
Misc.	3.0	
	<u>12.0</u>	psf

Beam Self-weight calculated by program

Check $3\frac{1}{8} \times 13\frac{1}{2}$ GLB @ 4'-0" o.c. spanning 20' - 20F-V3
Added Solar Panel DL = 2.5 psf
Snow = 25 psf

(E) $3\frac{1}{8} \times 13\frac{1}{2}$ O.K.
See Enercalc Analysis

Check $6\frac{3}{4} \times 15$ cont. span, 20F-V7
Add Solar Panel DL = 2.5 psf + $3\frac{1}{8} \times 13\frac{1}{2}$ @ 4'-0" DL = 2.5 psf



$6\frac{3}{4} \times 15$ OK
See Enercalc Analysis

If this does not meet with your understanding, please contact us in writing within seven days. THANK YOU.

Project Notes :

Wood Beam

File: \\ahbl.com\data\Projects\2011\211531\20_STRN0N_GAD\CALCs\211531.20.ec6
ENERCALC, INC. 1983-2011, Build:6.11.12.11, Ver:6.11.12.11

Lic. #: KW06001735

Licensee: AHBL, INC. SEA

Description : Typical Roof Beam 4'-0" oc

Material Properties

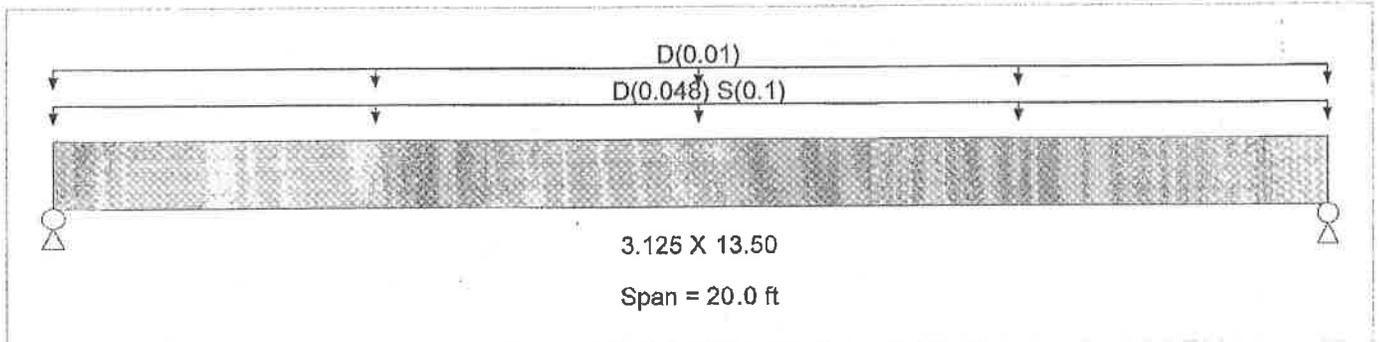
Calculations per NDS 2005, IBC 2009, CBC 2010, ASCE 7-05

Analysis Method : Allowable Stress Design
Load Combination 2006 IBC & ASCE 7-05

Fb - Tension	2,000.0 psi	E : Modulus of Elasticity	
Fb - Compr	1,450.0 psi	Ebend- xx	1,600.0 ksi
Fc - Prll	1,550.0 psi	Eminbend - xx	830.0 ksi
Fc - Perp	650.0 psi	Ebend- yy	1,500.0 ksi
Fv	265.0 psi	Eminbend - yy	780.0 ksi
Ft	975.0 psi	Density	32.210 pcf

Wood Species : DF/DF
Wood Grade : 20F - V3

Beam Bracing : Beam is Fully Braced against lateral-torsion buckling



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loads

Uniform Load : D = 0.0120, S = 0.0250 ksf, Tributary Width = 4.0 ft, (Exist. Load)

Uniform Load : D = 0.00250 ksf, Tributary Width = 4.0 ft, (Solar Panels)

DESIGN SUMMARY

				Design OK	
Maximum Bending Stress Ratio	=	0.460 : 1	Maximum Shear Stress Ratio	=	0.174 : 1
Section used for this span		3.125 X 13.50	Section used for this span		3.125 X 13.50
fb : Actual	=	1,058.36psi	fv : Actual	=	52.98 psi
FB : Allowable	=	2,300.00psi	Fv : Allowable	=	304.75 psi
Load Combination		+D+S+H	Load Combination		+D+S+H
Location of maximum on span	=	10.000ft	Location of maximum on span	=	0.000ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1
Maximum Deflection					
Max Downward L+Lr+S Deflection		0.354 in Ratio = 678			
Max Upward L+Lr+S Deflection		0.000 in Ratio = 0 < 360			
Max Downward Total Deflection		0.593 in Ratio = 404			
Max Upward Total Deflection		0.000 in Ratio = 0 < 180			

Overall Maximum Deflections - Unfactored Loads

Load Combination	Span	Max. "+" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D+S	1	0.5927	10.100		0.0000	0.000

Vertical Reactions - Unfactored

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	1.674	1.674
D Only	0.674	0.674
S Only	1.000	1.000
D+S	1.674	1.674

Wood Beam

File: \\ahbl.com\data\Projects\2011\211531\20-STRINON_CAD\CALCs\211531.20.ec6
ENERCALC, INC. 1993-2011, Build:6.11.12.11, Ver:6.11.12.11

Lic. #: KW-06001735

Licensee: AHBL, INC SEA

Description : Typical Continuous Span Roof Beam

Material Properties

Calculations per NDS 2005, IBC 2009, CBC 2010, ASCE 7-05

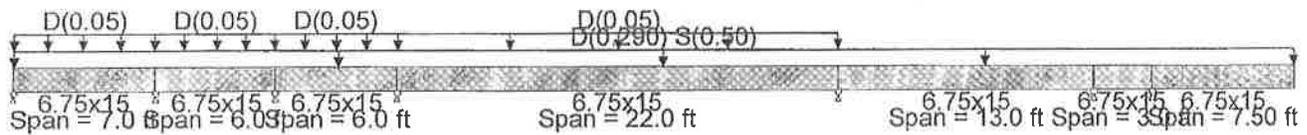
Analysis Method : Allowable Stress Design
Load Combination 2006 IBC & ASCE 7-05

Fb - Tension 2,000.0 psi
Fb - Compr 2,000.0 psi
Fc - Prll 1,600.0 psi
Fc - Perp 650.0 psi
Fv 265.0 psi
Ft 1,000.0 psi

E : Modulus of Elasticity
Ebend-xx 1,600.0 ksi
Eminbend-xx 830.0 ksi
Ebend-yy 1,600.0 ksi
Eminbend-yy 830.0 ksi
Density 32.210 pcf

Wood Species : DF/DF
Wood Grade : 20F - V7

Beam Bracing : Beam is Fully Braced against lateral-torsion buckling



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loads

Loads on all spans...

Uniform Load on ALL spans : D = 0.01450, S = 0.0250 ksf, Tributary Width = 20.0 ft

Load for Span Number 1

Uniform Load : D = 0.050, Tributary Width = 1.0 ft, (Solar Panels)

Load for Span Number 2

Uniform Load : D = 0.050, Tributary Width = 1.0 ft, (Solar Panels)

Load for Span Number 3

Uniform Load : D = 0.050, Tributary Width = 1.0 ft, (Solar Panels)

Load for Span Number 4

Uniform Load : D = 0.050, Tributary Width = 1.0 ft, (Solar Panels)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.671 : 1	Maximum Shear Stress Ratio	=	0.427 : 1
Section used for this span		6.75x15	Section used for this span		6.75x15
fb : Actual	=	1,460.93psi	fv : Actual	=	129.99 psi
FB : Allowable	=	2,177.99psi	Fv : Allowable	=	304.75 psi
Load Combination		+D+S+H	Load Combination		+D+S+H
Location of maximum on span	=	0.000ft	Location of maximum on span	=	6.000ft
Span # where maximum occurs	=	Span # 4	Span # where maximum occurs	=	Span # 3
Maximum Deflection					
Max Downward L+Lr+S Deflection		0.268 in	Ratio =		985
Max Upward L+Lr+S Deflection		-0.016 in	Ratio =		4622
Max Downward Total Deflection		0.465 in	Ratio =		567
Max Upward Total Deflection		-0.027 in	Ratio =		2666

Overall Maximum Deflections - Unfactored Loads

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D+S	1	0.0057	2.857		0.0000	0.000
D+S	2	0.0081	3.673		0.0000	0.000
	3	0.0000	3.673	D+S	-0.0270	3.796
D+S	4	0.4655	11.224		0.0000	3.796
D+S	5	0.0078	10.082	D+S	-0.0381	2.653
	6	0.0000	10.082	D+S	-0.0072	1.776
D+S	7	0.2740	7.500		0.0000	1.776

AHBL, Inc.
 1200 6TH Ave, Suite 1620
 Seattle, WA 98101

Title :
 Engineer:
 Project Desc.:
 Project Notes :

Job #

6

Wood Beam

File: \\ahbl.com\catal\Projects\2011\211531\20_STRWON_CADICAL\CS\211531.20.ec6
 ENERCALC, INC. 1983-2011, Build:6.11.12.11, Ver:6.11.12.11

Fig. #: KW-06001735

License: AHBL, INC SEA

Description : Typical Continuous Span Roof Beam

Load Combination	Support notallon : Far left is #1							
	Support 1	Support 2	Support 3	Support 4	Support 5	Support 6	Support 7	Support 8
Overall MAXimum	2.183	8.301	-2.698	18.154	16.981	-3.389	14.935	
D Only	0.917	3.494	-1.154	7.659	6.951	-1.515	5.863	
S Only	1.266	4.807	-1.544	10.495	10.030	-1.874	9.072	
D+S	2.183	8.301	-2.698	18.154	16.981	-3.389	14.935	



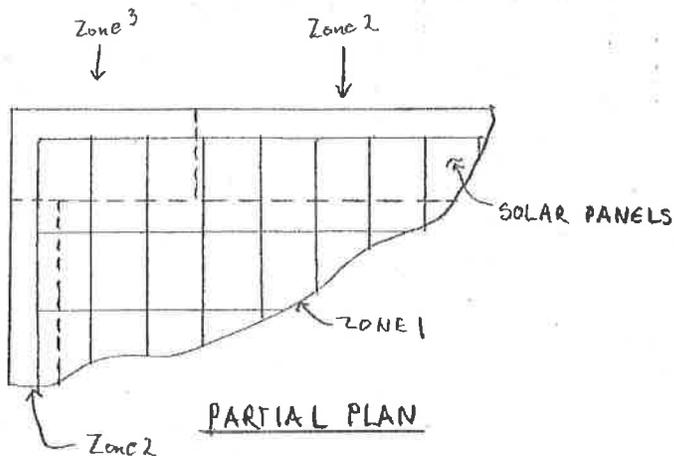
Project Bainbridge Island City Hall
 Subject Solar Panel Support
 With/To _____
 Address _____
 Date _____

Project No. 211531.20
 Phone _____
 Fax # _____
 # Faxed Pages _____
 By SS

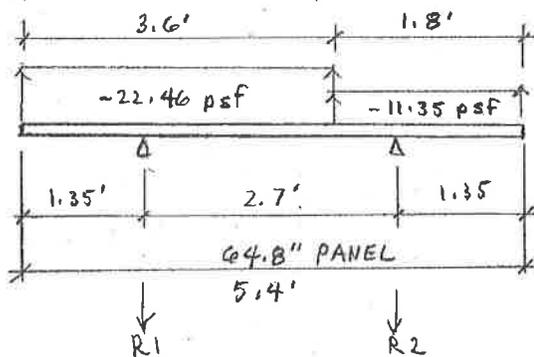
- Page 7 of _____
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- Office Location:
- Civil Engineers
 - Structural Engineers
 - Landscape Architects
 - Community Planners
 - Natural Resource Ecologists
 - Land Surveyors
 - Neighbors

Check Uplift Worst Case Zone 3 at upper corners of roof; area 7.6' wide x 15.2' long. 'a' strip is 3.8' wide.



Approx. Upper $\frac{2}{3}$ of panel in Zone 3, lower $\frac{1}{3}$ in Zone 1



$$\begin{aligned} \text{Total Uplift} &= (-22.6)(3.6) + (-11.35)(1.8) \\ &= -81.36 - 20.43 \\ &= -101.79 \text{ plf} \end{aligned}$$

$$\begin{aligned} R1 &= \frac{1}{2.7} \left[(81.36) \left(4.05 - \frac{3.6}{2} \right) + (11.35) \frac{(1.8 - 1.35)^2}{2} - 11.35 \left(\frac{1.35^2}{2} \right) \right] \\ &= 64.40 \text{ plf} \end{aligned}$$

$$R2 = 101.79 - R1 = 37.39 \text{ plf}$$

Max. Uplift on Panel Support Rail = 64.4 plf

If this does not meet with your understanding, please contact us in writing within seven days. THANK YOU.

Project Bainbridge Island City Hall
Subject Solar Panel Support
With/To _____
Address _____
Date _____

Project No. 211531.20
Phone _____
Fax # _____
Faxed Pages _____
By SS

Page 8 of _____
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Check Support Attachment to standing seam roof panels

per IBC load combination eq. 16-14, Net Uplift = $0.6D + W$

$$\text{Dead Load to support Rail} = \frac{42 \text{ lbs / Panel}}{(2) (39.1 / 12)} = 6.45 \text{ plf}$$

$$\text{Net Uplift} = 0.6 (6.45) + (-64.4) = -60.5 \text{ plf}$$

Support Rails run perpendicular to standing seams and are clamped to each seam they cross. Roof Panels are AEP Span Design Span HP, 24 gage. Assume maximum standing seam spacing of 18", Max. Uplift on Clamp = $(-60.5)(1.5)$
= 90.75 lbs

Refer to Appendix for S-5 Beam Clamp Load Test data.

$$\text{Max. Allowable Load on Clamp} = 473 \text{ lbs. } \gg 90.75 \text{ lb.}$$

$$\text{Allowable Load Factor of Safety} = \frac{473}{90.75} = \underline{\underline{5.2}}$$

$$\text{Ultimate Load Factor of Safety} = \frac{946}{90.75} = \underline{\underline{10.4}}$$

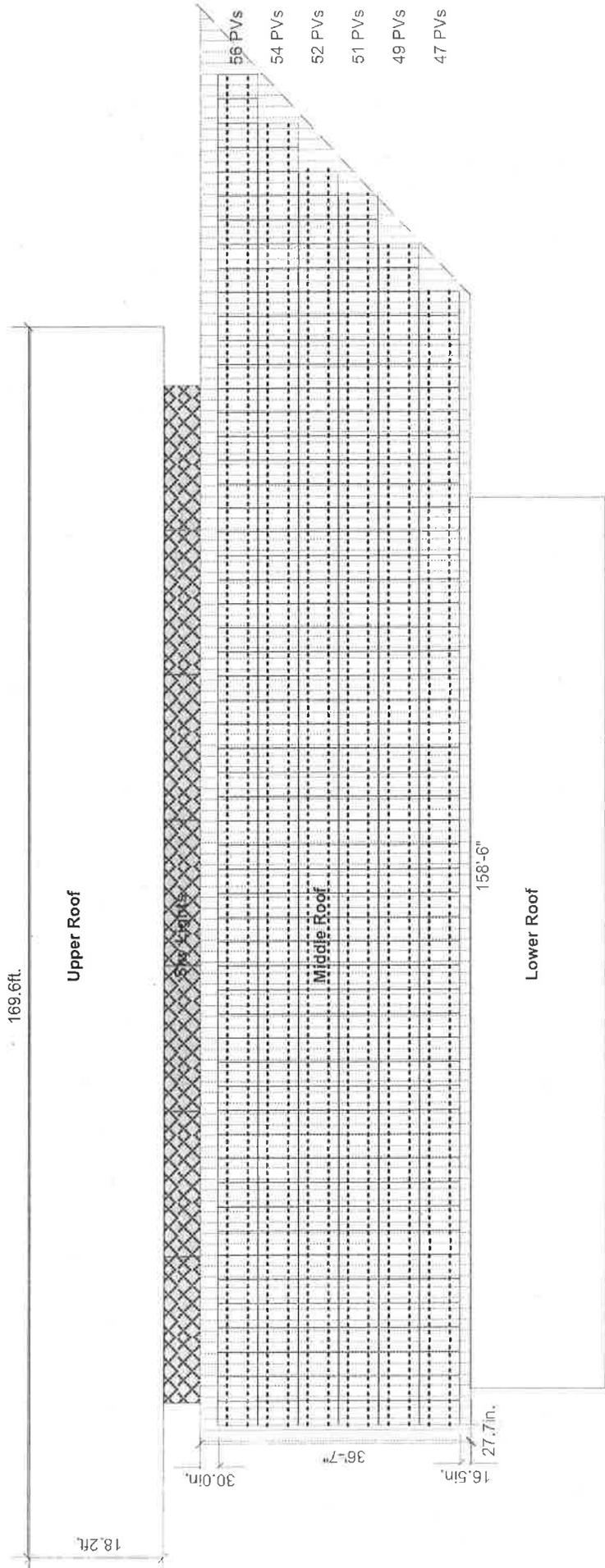
∴ Clamping Solar Panel support rails to each standing seam is acceptable and safe.

Civil Engineers
Structural Engineers
Landscape Architects
Community Planners
Natural Resource Ecologists
Land Surveyors
Neighbors

If this does not meet with your understanding, please contact us in writing within seven days. THANK YOU.

APPENDIX

Bainbridge Island City Hall 74.2kW Photovoltaic System



South
↓

- 1) Itek Energy IT240 240W PV module dim: 39.10" x 64.80" 42lb
- 2) Middle Roof shall consist of 309 PV modules
- 3) UniRac Solar Mount racking rails shall be used and affixed to roof via S-5 compression clamps which shall be clamped onto each standing seam of the roof within the perimeter of the array
- 4) South to North roof measurements displayed are actual distances from eave to ridge

UNIRAC District: PSE	CONFIDENTIAL PROPERTY OF SUNERGY SYSTEMS	Sunergy Systems 4546 Leary Way NW Seattle, WA 98107
	Customer: Bainbridge Island City Hall	
Drawn By: Howard Lamb, MSEE	Project: Itek Energy Photovoltaic system	
Electrical Engineer Approval: Howard Lamb, MSEE	Site Address: 280 Madison Ave N Bainbridge Island, WA 98110	Title/Part/Description: Middle Roof - PV RACKING LAYOUT DRAWING
Date: 12/01/2011 Rev 1a	Signatures: Engineer:	

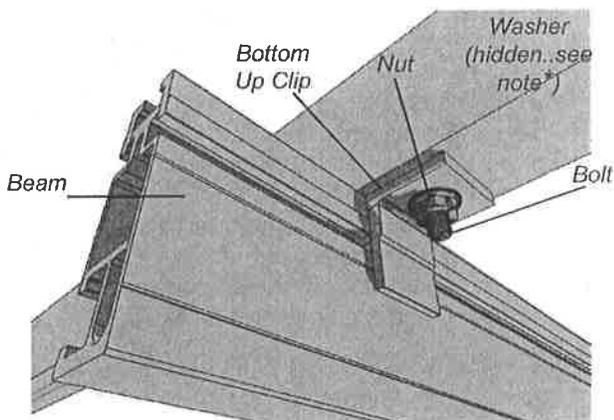
SolarMount Technical Datasheet

Pub 100602-1td V1.0 June 2010

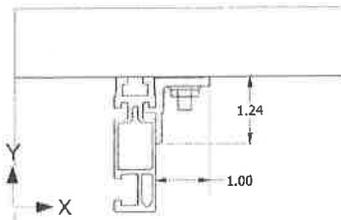
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L-Foot	3
SolarMount Beams	4

SolarMount Module Connection Hardware

SolarMount Bottom Up Module Clip Part No. 321001, 321002



- **Bottom Up Clip material:** One of the following extruded aluminum alloys: 6005-T5, 6105-T5, 6061-T6
- **Ultimate tensile:** 38ksi, Yield: 35 ksi
- **Finish:** Clear Anodized
- **Bottom Up Clip weight:** ~0.031 lbs (14g)
- Allowable and design loads are valid when components are assembled with SolarMount series beams according to authorized UNIRAC documents
- Assemble with one 1/4"-20 ASTM F593 bolt, one 1/4"-20 ASTM F594 serrated flange nut, and one 1/4" flat washer
- Use anti-seize and tighten to 10 ft-lbs of torque
- Resistance factors and safety factors are determined according to part 1 section 9 of the 2005 Aluminum Design Manual and third-party test results from an IAS accredited laboratory
- Module edge must be fully supported by the beam
- * **NOTE ON WASHER:** Install washer on bolt head side of assembly. **DO NOT** install washer under serrated flange nut

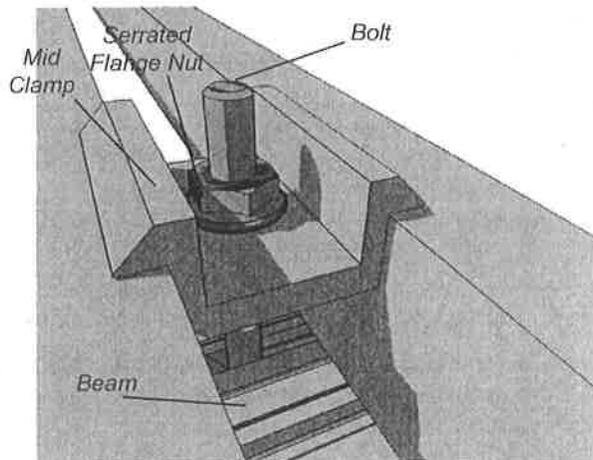


Applied Load Direction	Average Ultimate lbs (N)	Allowable Load lbs (N)	Safety Factor, FS	Design Load lbs (N)	Resistance Factor, Φ
Tension, Y+	1566 (6967)	686 (3052)	2.28	1038 (4615)	0.662
Transverse, X±	1128 (5019)	329 (1463)	3.43	497 (2213)	0.441
Sliding, Z±	66 (292)	27 (119)	2.44	41 (181)	0.619

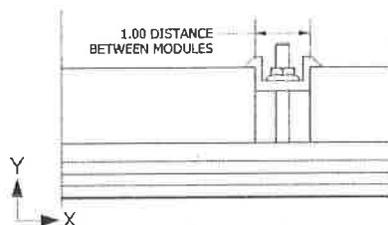
Dimensions specified in inches unless noted

SolarMount Mid Clamp

Part No. 320008, 320009, 320019, 320020, 320021, 320084, 320085, 320086, 320087, 320120, 320122



- **Mid clamp material:** One of the following extruded aluminum alloys: 6005-T5, 6105-T5, 6061-T6
- **Ultimate tensile:** 38ksi, Yield: 35 ksi
- **Finish:** Clear or Dark Anodized
- **Mid clamp weight:** 0.050 lbs (23g)
- Allowable and design loads are valid when components are assembled according to authorized UNIRAC documents
- Values represent the allowable and design load capacity of a single mid clamp assembly when used with a SolarMount series beam to retain a module in the direction indicated
- Assemble mid clamp with one Unirac ¼"-20 T-bolt and one ¼"-20 ASTM F594 serrated flange nut
- Use anti-seize and tighten to 10 ft-lbs of torque
- Resistance factors and safety factors are determined according to part 1 section 9 of the 2005 Aluminum Design Manual and third-party test results from an IAS accredited laboratory

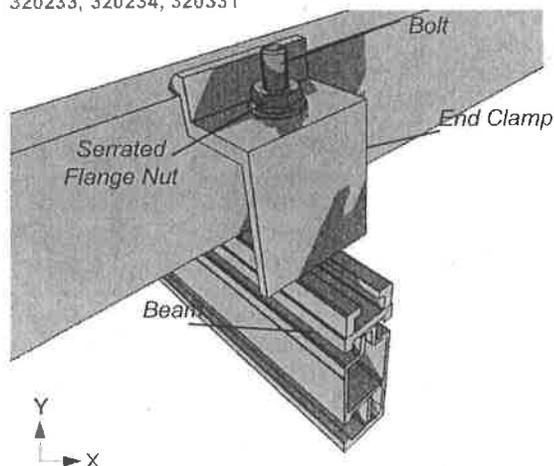


Dimensions specified in inches unless noted

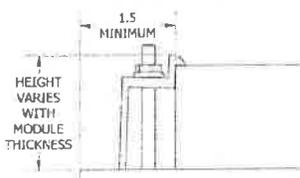
Applied Load Direction	Average Ultimate lbs (N)	Allowable Load lbs (N)	Safety Factor, FS	Design Load lbs (N)	Resistance Factor, Φ
Tension, Y+	2020 (8987)	891 (3963)	2.27	1348 (5994)	0.667
Transverse, Z±	520 (2313)	229 (1017)	2.27	346 (1539)	0.665
Sliding, X±	1194 (5312)	490 (2179)	2.44	741 (3295)	0.620

SolarMount End Clamp

Part No. 320002, 320003, 320004, 320005, 320006, 320012, 320013, 320014, 320015, 320016, 320017, 320079, 320080, 320081, 320082, 320083, 320117, 320118, 320123, 320124, 320173, 320185, 320220, 320233, 320234, 320331



- **End clamp material:** One of the following extruded aluminum alloys: 6005-T5, 6105-T5, 6061-T6
- **Ultimate tensile:** 38ksi, Yield: 35 ksi
- **Finish:** Clear or Dark Anodized
- **End clamp weight:** varies based on height: ~0.058 lbs (26g)
- Allowable and design loads are valid when components are assembled according to authorized UNIRAC documents
- Values represent the allowable and design load capacity of a single end clamp assembly when used with a SolarMount series beam to retain a module in the direction indicated
- Assemble with one Unirac ¼"-20 T-bolt and one ¼"-20 ASTM F594 serrated flange nut
- Use anti-seize and tighten to 10 ft-lbs of torque
- Resistance factors and safety factors are determined according to part 1 section 9 of the 2005 Aluminum Design Manual and third-party test results from an IAS accredited laboratory
- Modules must be installed at least 1.5 in from either end of a beam



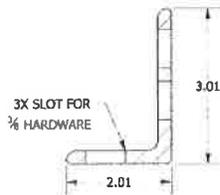
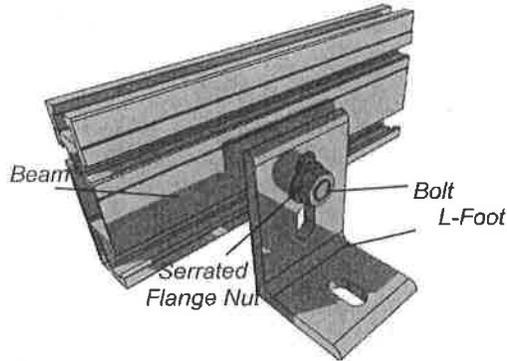
Dimensions specified in inches unless noted

Applied Load Direction	Average Ultimate lbs (N)	Allowable Load lbs (N)	Safety Factor, FS	Design Loads lbs (N)	Resistance Factor, Φ
Tension, Y+	1321 (5876)	529 (2352)	2.50	800 (3557)	0.605
Transverse, Z±	63 (279)	14 (61)	4.58	21 (92)	0.330
Sliding, X±	142 (630)	52 (231)	2.72	79 (349)	0.555

SolarMount Beam Connection Hardware

SolarMount L-Foot

Part No. 310065, 310066, 310067, 310068



Dimensions specified in inches unless noted

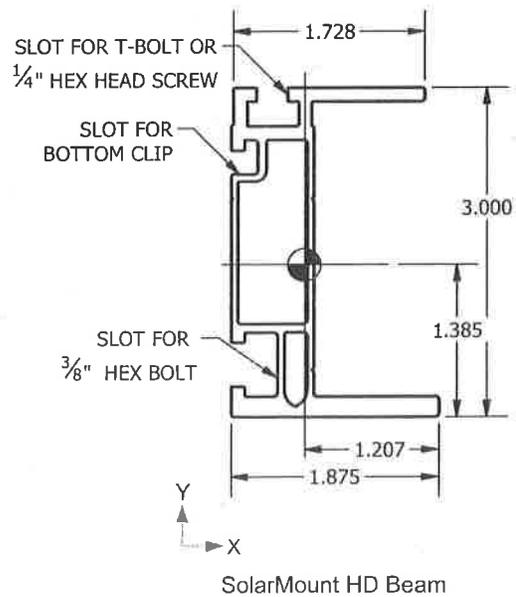
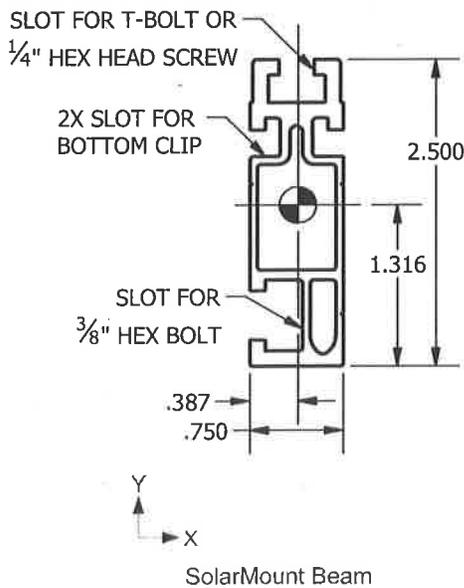
- **L-Foot material:** One of the following extruded aluminum alloys: 6005-T5, 6105-T5, 6061-T6
- **Ultimate tensile:** 38ksi, Yield: 35 ksi
- **Finish:** Clear or Dark Anodized
- **L-Foot weight:** varies based on height: ~0.215 lbs (98g)
- Allowable and design loads are valid when components are assembled with SolarMount series beams according to authorized UNIRAC documents
- **For the beam to L-Foot connection:**
 - Assemble with one ASTM F593 3/8"-16 hex head screw and one ASTM F594 3/8" serrated flange nut
 - Use anti-seize and tighten to 30 ft-lbs of torque
- Resistance factors and safety factors are determined according to part 1 section 9 of the 2005 Aluminum Design Manual and third-party test results from an IAS accredited laboratory

NOTE: Loads are given for the L-Foot to beam connection only; be sure to check load limits for standoff, lag screw, or other attachment method

Applied Load Direction	Average Ultimate lbs (N)	Allowable Load lbs (N)	Safety Factor, FS	Design Load lbs (N)	Resistance Factor, Φ
Sliding, Z±	1766 (7856)	755 (3356)	2.34	1141 (5077)	0.646
Tension, Y+	1859 (8269)	707 (3144)	2.63	1069 (4755)	0.575
Compression, Y-	3258 (14492)	1325 (5893)	2.46	2004 (8913)	0.615
Traverse, X±	486 (2162)	213 (949)	2.28	323 (1436)	0.664

SolarMount Beams

Properties	Units	SolarMount	SolarMount HD
Beam Height	in	2.5	3.0
Approximate Weight (per linear ft)	plf	0.811	1.271
Total Cross Sectional Area	in ²	0.676	1.059
Section Modulus (X-Axis)	in ³	0.353	0.898
Section Modulus (Y-Axis)	in ³	0.113	0.221
Moment of Inertia (X-Axis)	in ⁴	0.464	1.450
Moment of Inertia (Y-Axis)	in ⁴	0.044	0.267
Radius of Gyration (X-Axis)	in	0.289	1.170
Radius of Gyration (Y-Axis)	in	0.254	0.502



Dimensions specified in inches unless noted

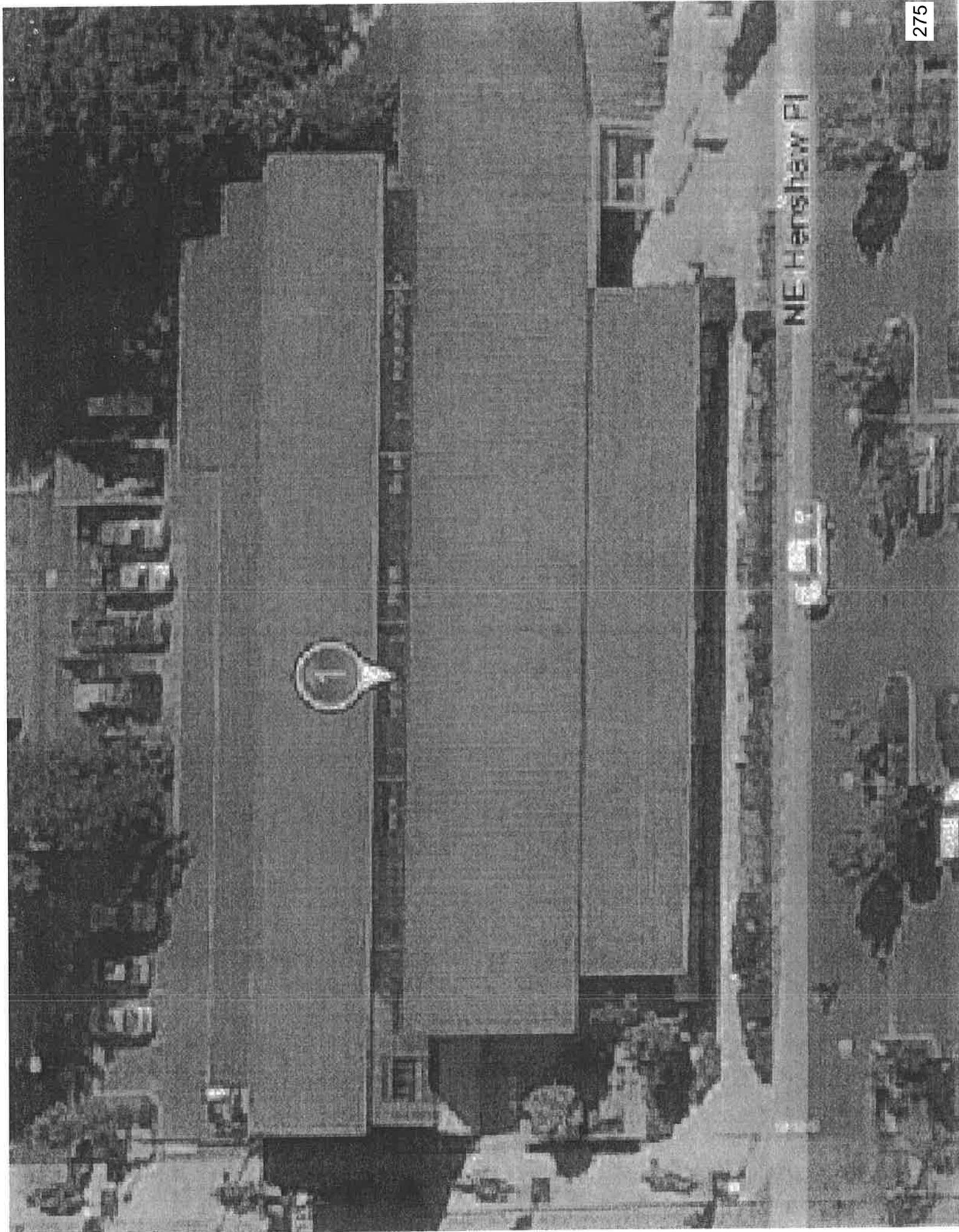


Table with columns for various project details and locations.

STRUCTURAL NOTES



Table with columns for Revision, Date, and other project information.

STRUCTURAL DRAWING ABBREVIATION

Table mapping drawing abbreviations to their full names and descriptions.

STRUCTURAL DRAWING INDEX

Table listing drawing sheets and their corresponding titles.

STRUCTURAL DRAWING SYMBOLS

Table defining symbols for various structural elements like beams, columns, and walls.

GENERAL NOTES

Notes regarding material specifications, construction methods, and general requirements.

REINFORCEMENT NOTES

Notes detailing reinforcement requirements, including bar sizes, spacing, and development lengths.

CONCRETE NOTES

Notes regarding concrete mix design, curing, and placement procedures.

REINFORCEMENT SYMBOLS

Table defining symbols for reinforcement details and connections.

CONCRETE SYMBOLS

Table defining symbols for concrete elements and finishes.

GENERAL NOTES

Notes regarding material specifications, construction methods, and general requirements.

REINFORCEMENT NOTES

Notes detailing reinforcement requirements, including bar sizes, spacing, and development lengths.

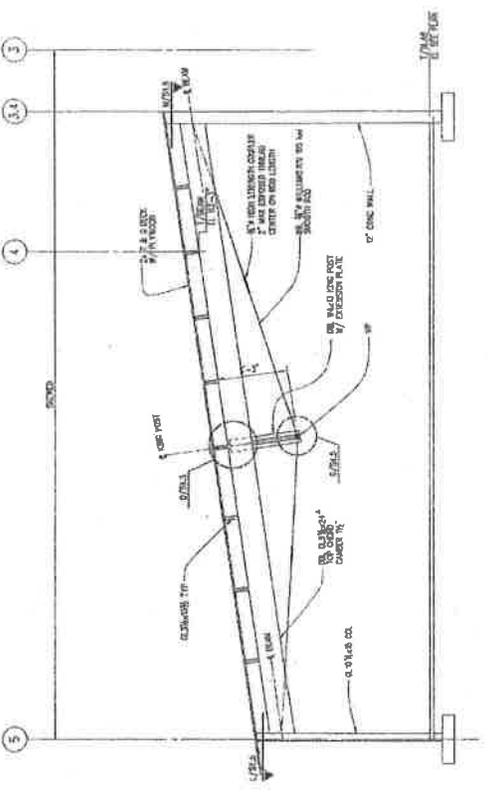
Large vertical area containing additional notes, drawings, and project information.

TRUSS ELEVATIONS

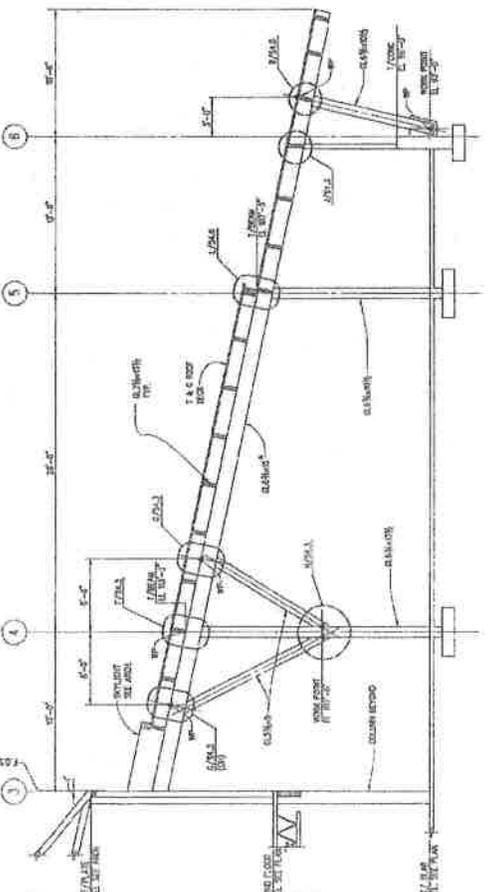


Date: _____
 Project: _____
 Drawing No.: _____
 Revision: _____
 Scale: _____
 Date: 11 SEP 2000
 Drawn By: J. Miller
 Checked By: J. Miller
 Date: 11 SEP 2000

S24

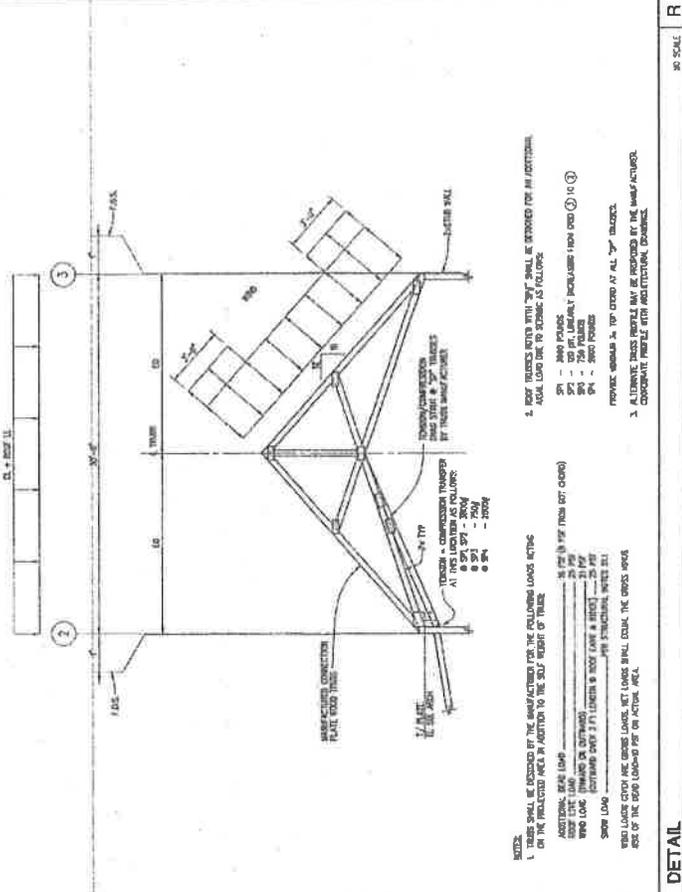


NOTE:
 1. ALL TRUSS MEMBERS SHALL BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:
 2. ALL TRUSS MEMBERS SHALL BE MANUFACTURED TO THE FOLLOWING SPECIFICATIONS:



SECTION

TRUSS ELEVATION



DETAIL

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S-5!'s suggestions for spacing of S-5 clamps for PV assemblies

The key to frequency and spacing of attachment points for PV is not to "point load" the metal standing seam panels in a manner that could result with a wind failure. Generally speaking, the attachment of a single S-5 clamp will be stronger than the attachment of the metal panels themselves to the building structure. Hence the "weak link" is not the S-5, but the attachment clips that hold the metal panels to the building structure. Overloading such a clip with a "point load" could precipitate a roof failure, so it is critical to use a uniformly distributed load approach.

The most conservative approach to the spacing/frequency of attachment using S-5 clamps is to find out the spacing/frequency of the standing seam panels' attachment to the building structure and then duplicate it. Standing seam panels' attachment will be along the seam area using concealed clips. The location of the clips can be determined by a) consultation with the roof system manufacturer or installer, b) checking from the underside or, c) close examination from the topside along the seam. There will usually be a slight, but detectable deformation of the seam at the clip location. Many standing seam roofing systems are installed on "pre-engineered steel" buildings. The attachment spacing in that industry is typically 5'-0" and is readily apparent by viewing the structural purlins to which the panels are attached from the roof underside (interior of the building).

If the panel clips are spaced 5' on center along the seam, then space the S-5 clamps also at 5', but *between* panel clip locations, if possible. Such an attachment scheme will evenly distribute wind loads into the building structure through the panels and their attachment, as was intended in the original roof construction assembly. To accomplish this, it is also necessary that each seam be involved in the finished assembly. It is not necessary that each clamp be contiguous to the next, however. For instance, in some cases it may be desirable to configure an assembly that "skips" seams.

Using the above example of 5'-0" panel clip spacing, and assuming the seams are 2'-0" on center, two rows of attachment could be made if desired on 2'-6" centers up and down the slope (dividing the 5'-0" dimension), but with S-5 clamps skipping every other seam in the other axis (across the slope). At the next row of attachment up or downslope, the skipped seams would now be clamped. The resulting assembly accomplishes the same result in terms of load distribution as the former example.

Please note these are only suggestions and S-5! strongly advocates each project to be reviewed by an engineer.

Thank you,
Dustin Haddock
Manager, Product and System Design

S-5!®

The Right Way!



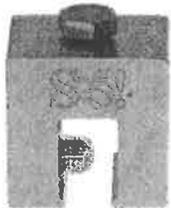
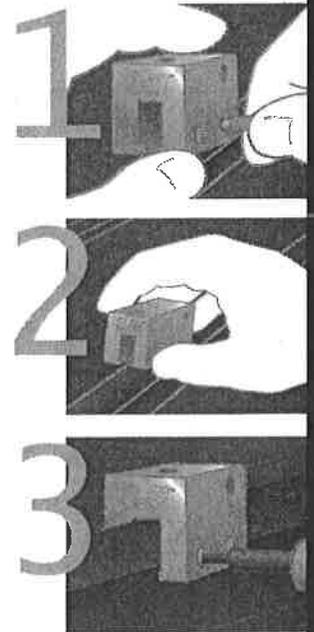
The S-5-U Clamp

The S-5-U clamp is by far our most popular and most versatile clamp. It fits about 85% of the standing seam profiles manufactured in North America—including most structural and architectural profiles. It can be used on vertically oriented seams and, by rotating the clamp 90 degrees, it can also be used on most horizontal 2" seam profiles.

Its simple design, generous dimensioning and multiple hole orientations are what make the S-5-U clamp so versatile for use with the S-5! snow retention products, such as ColorGard®, as well as with other heavy-duty applications.

Installation is as simple as setting the specially patented round-point setscrews into the clamp, placing the clamp on the seam, and tightening them to the specified tension. Then, affix ancillary items using the bolt provided with the product. Go to www.S-5.com/tools for information and tools available for properly attaching and tensioning S-5! clamps.

Thanks to our patented round-point setscrews, S-5! clamps do not pierce metal roof paneling, thereby protecting roof coatings and weather-tightness warranties.



The S-5-U Mini

The S-5-U Mini is a medium-duty, non-penetrating seam clamp. A bit shorter than the S-5-U, the Mini has one setscrew rather than two. The Mini is the choice for attaching all kinds of rooftop accessories: signs, walkways, satellite dishes, antennas, rooftop lighting, lightning protection systems, solar arrays, exhaust stack bracing, conduit, condensate lines, mechanical equipment—just about anything!*

*S-5! Mini clamps can be used with RamGard™ unitized snow guards. They are not compatible with, and should not be used with, S-5! SnoRail™/SnoFence™ or ColorGard® snow retention systems.

Attach almost anything to standing seam metal roofs
without piercing the panel!

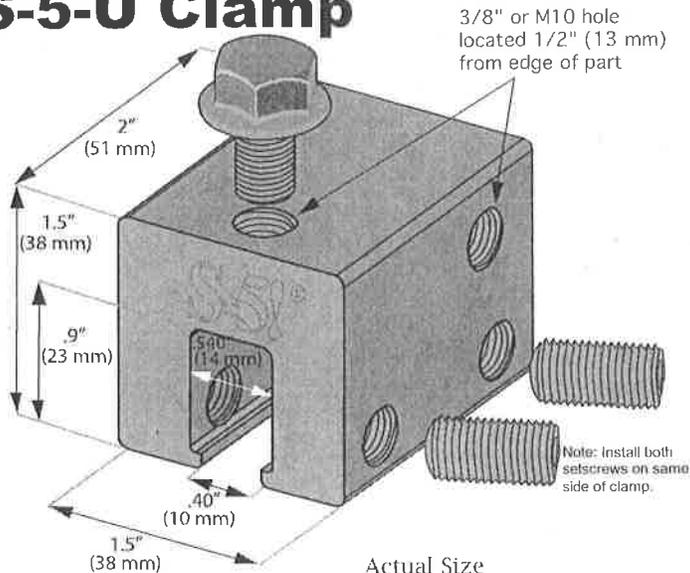
888-825-3432

www.S-5.com

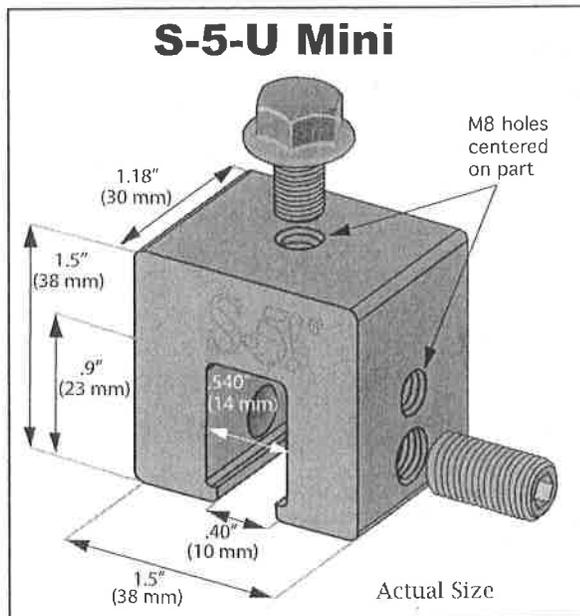
S-5![®]

The Right Way!

S-5-U Clamp

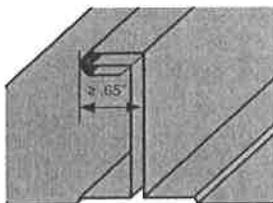


S-5-U Mini

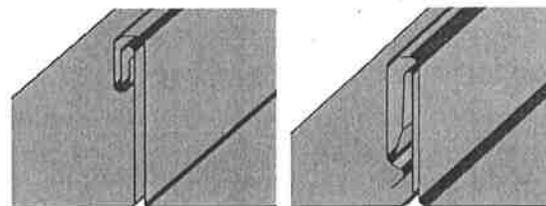


The S-5-U and S-5-U Mini clamps are each furnished with the hardware shown above. Each box also includes a bit tip for tightening setscrews using an electric screw gun. A structural aluminum attachment clamp, the S-5-U is compatible with most common metal roofing materials excluding copper. All included hardware is stainless steel. Please visit www.S-5.com for more information including CAD details, metallurgical compatibilities and specifications.

Example Profiles



For horizontal seams under .65" do not use this clamp. Visit www.S-5.com for more detailed information and proper clamp to use.



The S-5-U clamp has been tested for load-to-failure results on most major brands and profiles of standing seam roofing. The independent lab test data found at www.S-5.com can be used for load-critical designs and applications. S-5! holding strength is unmatched in the industry.

The strength of the S-5-U clamp is in its simple design. The patented setscrews will slightly dimple the metal seam material but not pierce it—leaving roof warranties intact.

S-5! Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. Visit the website at www.S-5.com for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at www.S-5.com for published data regarding holding strength.

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See How Easy S-5! is to Install!

How Strong is S-5!?
Load Test Results

Load Test Results (Parallel to Seam) This page shows our current list of Load Test Results. Scroll down the page to review all the results. You can also filter test results by Manufacturer. Choose from the "Manufacturers" menu to display the desired load test results.

Panel Manufacturer: AEP Span Product: Design Span hp Thickness: 24 ga steel Clamp: S-5-S

Units: SAE Metric | Safety Factor: 2 [Reset Test Results](#)

Model	Panel Manufacturer	Panel Name	Thickness Material	Screw Tension (inch-lbs)	Ultimate (lbs)	Failure Mode	Allowable (lbs)	Notes
S-5-S	AEP Span	Design Span hp	24 ga steel	115	728 lb	B	364 lb	

Notes

1. CAUTION: Note screw tension to avoid damage to this profile.
2. CAUTION: These are cap-seam type profiles.
The cap of this profile should be mechanically fastened to the seam somewhere along its length with one lap tek.
3. SINGLE FOLD: These profiles are seamed to 90 degrees.
4. ATTENTION: The dimensioning on these seams is such that the clamp will not slip over the seam. Some hand crimping at the clamp location will resolve this problem.
5. ATTENTION: Two piece clamp utilizes two M8 bolts, not setscrews
6. ATTENTION: Two piece clamp utilizes one M8 bolt, not setscrews
7. SETSCREW TENSION: Please note the setscrew tension. Panel has been tested with increased setscrew tension.

This table represents tensile loads applied to the clamp in a direction parallel to the panel seam. Panels must be adequately attached to the structure at their point of fixity to resist these loads. Allowable loads are listed utilizing a default Factor of Safety (FS) = 2.0. Actual factor of safety is the responsibility of the designer and should be employed as appropriate. Enter desired Factor of Safety and reset/re-tabulate.

All tabled values are dependent upon setscrew tension. Load testing of S-5!® clamps is conducted with setscrews tensioned at 150 inch pounds (22 gauge steel profiles) or 115 inch pounds (24 gauge steel and all other metals). When relying upon published load values, setscrews should be tensioned and verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel and between 130 and 150 inch pounds for all other metals and thinner gauges of steel.

For a copy of a lab test report, contact [Technical Support](#).

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- CorruBracket™
- S-5-PV Kit
- Load Test Results**
 - Load Results Orientation
 - Parallel Load Test
 - Normal Load Results
- Installation
- FAQs
- Design Your ColorGard® Project
- See How Easy S-5! is to Install!
- How Strong is S-5! Load Test Results

Load Test Results (Normal to Seam) This page shows our current list of Load Test Results. Scroll down the page to review all the results. You can also filter test results by Manufacturer. Choose from the "Manufacturers" menu to display the desired load test results.

Panel Manufacturer: Product: Thickness: Clamp:

Units: SAE Metric | Safety Factor: [Reset Test Results](#)

Model	Panel Manufacturer	Panel Name	Thickness Material	Screw Tension (inch-lbs)	Ultimate (lbs)	Failure Mode	Allowable (lbs)	Notes
S-5-S Mini	AEP Span	Design Span HP	24 ga steel	115	946 lb	A/C/D	473 lb	

Notes

1. CAUTION: Note screw tension to avoid damage to this profile.
2. CAUTION: These are cap-seam type profiles.
The cap of this profile should be mechanically fastened to the seam somewhere along its length with one lap tek.
3. SINGLE FOLD: These profiles are seamed to 90 degrees.
4. ATTENTION: The dimensioning on these seams is such that the clamp will not slip over the seam. Some hand crimping at the clamp location will resolve this problem.
5. ATTENTION: Two piece clamp utilizes two M8 bolts, not setscrews
6. ATTENTION: Two piece clamp utilizes one M8 bolt, not setscrews
7. SETSCREW TENSION: Please note the setscrew tension. Panel has been tested with increased setscrew tension.

Load Testing Normal to Seam

This table represents ultimate and allowable tensile loads applied to the clamp in a negative load direction normal to the panel seam. Please note that this protocol isolates failure to the clamp-seam connection. It is possible that in an actual construction assembly some other mode of failure may occur at lower loads than those produced with this protocol. Loads imposed on the S-5!® clamps will be transferred to the panels and their attachment. Panel seams must have sufficient flexural strength to carry these loads when clamp is used mid-span. Panel attachment and building structure must also be sufficient to carry these loads. The makers of S-5!® clamps make no representations with respect to these variables. It is the responsibility of the user to verify this information, or seek assistance from a qualified design professional, if necessary.

Allowable loads are listed utilizing a default Factor of Safety (FS) = 3.0. Actual factor of safety is the responsibility of the designer and should be employed as appropriate. Enter desired Factor of Safety and reset/re-tabulate.

All tabled values are dependent upon setscrew tension. Load testing of S-5!® clamps is conducted with setscrews tensioned at 150 inch pounds (22 gauge steel profiles) or 115 inch pounds (24 gauge steel and all other metals). When relying upon published load values, setscrews should be tensioned and verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22 ga steel and between 130 and 150 inch pounds for all other metals and thinner gauges of steel.

For a copy of a lab test report, contact [Technical Support](#).

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Exhibit C

Non-Exclusive Access Rights Description

During construction/installation, Sunergy Systems will need access to areas involved in the completion of the roof mounted PV solar system. This may include, but is not limited to the following areas: the electrical/mechanical room(s), the roof, such areas that allow the running of conduit to connect the roof system to the building and electrical systems, an appropriately safe staging area at ground level to place ladders and access the roof, ample room to park a 25' box truck, and a regular sized van as close as is practical to the staging area, unisex bathroom access. Installation activities shall be between normal business hours, unless planned and agreed upon by parties concerned. Final electrical tie-in will require power to be shut down and shall be scheduled ahead of time.

Special efforts will be taken to minimize impact on the work environment of the City Hall Employees, but a certain level of construction noise needs to be expected. We will be using impact drivers intermittently throughout the first 3-4 days of construction. This will constitute the highest noise level, but is typically tolerable to the interior occupants. If this becomes un-acceptable, manual techniques can be employed, but a change order for additional billable hours to the Administrator may become necessary.

Exhibit D

Leasehold Excise Tax Exemption

No exemption at time of execution.

Exhibit E

Insurance Requirements

Any agent or contractor of the Tenant providing services on the Site will for the duration of the Term procure, maintain, and bear the cost of insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance of the work hereunder on behalf of the Tenant. Such insurance will meet or exceed the following unless otherwise approved by the City: Liability insurance of \$1 million per occurrence and \$2 million in the aggregate with the City named as additional insured.

EXHIBIT B

(Solar System Equipment)

Listing of Solar System Equipment

- 1) 297 Itek Energy IT240 240W solar electric modules
- 2) 8 Delta Inverters, 7 M8 and 1MS
- 3) UniRac Solar Mount racking rails
- 4) S-5 compression clamps
- 5) All other property and equipment located at the Site and described as part of the System under the Hosting Agreement

EXHIBIT C

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Tenant, as that term is defined in the Hosting Agreement, hereby executed and effective November ____, 2020, does hereby sell, transfer, convey, assign and deliver to the City of Bainbridge Island, all of Tenant's right, title and interest in those assets as more fully described in the Solar System Purchase and Sale Agreement, entered into effective November____, 2020.

DATED this _____ day of November, 2020.

TENANT

By _____
Joe Deets
Authorized Representative of Tenant



umc

Fair Market Value Assessment

Solar PV

City of Bainbridge Island

Date:
4/17/2020

UMC Job Number:
103237

Prepared for:
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110

Prepared by:
Sydney Armitage
(206) 245-5034
sarmitage@umci.com



Executive Summary

This Fair Market Value Analysis has been prepared for the following two parties: The City of Bainbridge Island, a municipal corporation of the state of Washington and the Administrator, Community Solar Solutions Inc, a Washington Corporation. This analysis provides the Fair Market Value for the Solar PV System located at 300 Madison Ave N, Bainbridge Island, WA 98110.

System Description

This PV System includes 297 Itek Energy IT240 (71.3kW) STC Rates Solar Electric Modules and 8 Delta Inverters: 7 M8 and 1 MS.

Fair Market Value

Based on the information provided by The City of Bainbridge Island and other reputable sources, including National Renewable Energy Laboratory (NREL), Puget Sound Energy (PSE), and Sunergy Systems. UMC has concluded that the current Fair Market Value of the solar array is:

Solar PV System Fair Market Value (4/17/2020)
\$28,148.05

Calculations

All information supporting UMC's findings is located in the Appendix.

The calculations in this analysis follow the guidelines presented in the Site Lease and Solar Services Agreement between The City of Bainbridge Island and Community Solar Solutions - Section 6B, *Fair Market Value*.

If you have any questions regarding this analysis I am available by phone or email. Thank you for choosing to work with UMC.

Sydney Armitage

Business Development Assistant

M (206) 245-5034 | E sarmitage@umci.com

UMC, Inc.

11611 49th Place West | Mukilteo, WA 98275

umci.com | umccf.org

www.umci.com | 11611 49th Pl W, PO Box 67, Mukilteo, WA 98275 | (206) 364-9900 | SERVICE (206) 364-9910



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Expected Future Electricity Generation

According to NREL, the PV degradation rate is ~1% per year for PV Systems installed after the year 2000. The future estimated annual output over the system’s remaining useful life was calculated by multiplying the equipment’s electricity output by the annual 1% degradation rate.

7/1/18 - 6/30/19 Output: 69,490

Annual Degredation	Year	Est. Output (kW)
1%	2020	68,795
	2021	68,107
	2022	67,426
	2023	66,752
	2024	66,084
	2025	65,423
	2026	64,769
	2027	64,122
	2028	63,480
	2029	62,846
	2030	62,217
	2031	61,595
	2032	60,979
TOTAL:		842,595

Notes

1% degradation based on NREL, "Photovoltaic Degradation Rates — An Analytical Review" June 2012.

Photovoltaic Degradation

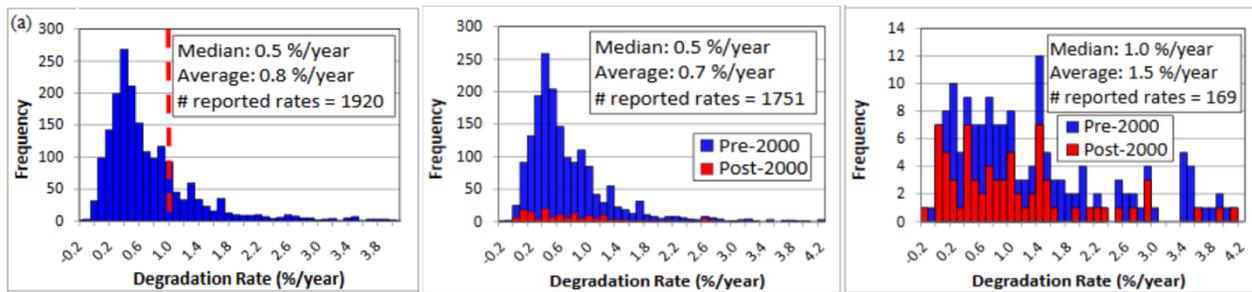


Figure 1: NREL Photovoltaic Degradation Rates Graph

This graph illustrates the average PV degradation before and after the year 2000.



Estimated Yearly Rate/kWh Value

Over the last ten years (2009 – 2019), PSE rates increased three times at an average rate of 2.33%. The Rate/kWh for 9/7/19 – 10/7/19 was ~\$0.0879/kWh. This PSE bill was provided by Joe Deets on March 30,2020.

2019 Rate/kWh: \$0.0879

Average Rate Increase	Year	Est. Rate
2.33%	2020	\$ 0.0899
	2021	\$ 0.0920
	2022	\$ 0.0942
	2023	\$ 0.0964
	2024	\$ 0.0986
	2025	\$ 0.1009
	2026	\$ 0.1033
	2027	\$ 0.1057
	2028	\$ 0.1081
	2029	\$ 0.1107
	2030	\$ 0.1132
	2031	\$ 0.1159
	2032	\$ 0.1186

Notes

Only 3 rate increases from PSE over 2009-2019. This is used to predict future Average Rate Increase.

Table 1: PSE Rate Cases 2009 - 2019

Year	PSE Request	WUTC Order
2009	<u>Electric: 7.4%</u>	<u>Electric: 2.8%</u>
2011	<u>Electric: 8.1%</u>	<u>Electric: 3.2%</u>
2017	<u>Electric: 4.1%</u>	<u>Electric: 1%</u>
2019	<u>Electric: 6.9%</u>	-





Estimated Retail Value of Expected Future Electricity Generation

These are the annual estimated retail values of the expected annual electricity production and the total estimated value at the end of the useful life.

Year	Est. Value
2020	\$ 6,187.99
2021	\$ 6,268.84
2022	\$ 6,350.76
2023	\$ 6,433.75
2024	\$ 6,517.82
2025	\$ 6,602.98
2026	\$ 6,689.26
2027	\$ 6,776.67
2028	\$ 6,865.22
2029	\$ 6,954.93
2030	\$ 7,045.81
2031	\$ 7,137.88
2032	\$ 7,231.15
TOTAL:	\$ 87,063.07





Projected Annual Costs

These costs are expected to occur on an annual basis.

Property Insurance Premium:	\$	(500.00)
Cost of Cleaning:	\$	(500.00)
Administration/Misc. Costs:	\$	<u>(1,000.00)</u>
Total Annual Cost:	\$	(2,000.00)

Years remaining: 13

Sum of Annual Costs: -\$26,000.00

Notes

Annual costs provided by City of Bainbridge Island on March 30, 2020.



Estimated Cost for Inverter Replacement

According to the President of Sunergy Systems, Jon Lange, the cost to replace one inverter per trip is \$2,500.00. A conservative estimate is that one inverter will fail per year over the last 3 years on the equipment's useful life. In this calculation, it is assumed that all necessary replacements will be made to ensure that the equipment is able generate the future expected electricity.

Inverter warranty ends May 30, 2029

Cost to Replace 1 Inverter	\$	(2,500.00)
Avg. Rate of Inflation		2%

Year	Estimated # of Inverters Replaced		Cumulative
Year	Total # of Periods		Inflation
2030	1		22.00%
2031	1		24.00%
2032	1		26.00%
Year	Cost + Inflation		
2030	\$ (3,050.00)		
2031	\$ (3,100.00)		
2032	\$ (3,150.00)		
Total	\$ (9,300.00)		

Notes

Cost of Inverter Replacement and Inverter Failure Rate based on estimate from Sunergy Systems (Jon Lange, President) on April 2, 2020. All inverters replaced due to Recall May 30, 2019 which reset 10-year warranty.





Estimated Cost for Module Reinstallation/Shipping

According to NREL, the estimated failure rate of Solar Modules is 0.05% over the typical expected life. According to this failure rate, about 1/297 modules may fail before the end of the useful life. The cost of replacing the module a year after the manufacturer’s warranty ends will be ~\$540.00.

10 year manufacturer warranty
0.05% est. module failure rate - June 2012 – June 2022

297 Modules
0.05% Failure Rate
0.1485 Qty. of Panels Estimated to Fail (Over Lifecycle)

1 Qty. Rounded Up to Whole Number

\$ (500.00) Cost of Replacement per Panel
1 Panel(s) Expected to Fail
8% Inflation compounding over 4 years
\$ (540.00) Total Expected Cost of Replacement

Notes

Est. Module Failure Rate based on NREL panel failure rate. Cost of Replacement per Panel based on estimate from Ellensburg Solar phone call on April 2, 2020.





Cost of Removal & Disposal

The total estimated cost of removing, transporting, and disposing of the equipment that will occur at the end of the equipment's life.

Cost of Removal	\$ (12,800.00)
Cost of Transportation & Disposal	<u>\$ (7,200.00)</u>
Total	\$ (20,000.00)

Notes

Cost of Removal based on estimate from Sunergy Systems (Jon Lange, President) on October 29, 2019. Cost of Transport and Disposal estimate provided by Joe Deets on March 30, 2020.





Total Projected Future Costs

The total annual costs that are to be expected over the remaining years of the Solar PV's expected life.

Year	Annual Costs	Inverter Replacement	Module Replacement	Cost of Removal & Disposal	Total Annual Exepnses
2020	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2021	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2022	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2023	\$ (2,000.00)	\$ -	\$ (540.00)	\$ -	\$ (2,540.00)
2024	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2025	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2026	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2027	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2028	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2029	\$ (2,000.00)	\$ -	\$ -	\$ -	\$ (2,000.00)
2030	\$ (2,000.00)	\$ (3,050.00)	\$ -	\$ -	\$ (5,050.00)
2031	\$ (2,000.00)	\$ (3,100.00)	\$ -	\$ -	\$ (5,100.00)
2032	\$ (2,000.00)	\$ (3,150.00)	\$ -	\$ (20,000.00)	\$ (25,150.00)
Total Expenses:					\$ (55,840.00)





Annual Cashflows

This table illustrates the annual and total Net Cashflows as well as a description of what costs can be expected in each remaining year of the equipment's expected life.

Year	Revenue	Costs	Net CF	Costs Description
2020	\$ 6,187.99	\$ (2,000.00)	\$ 4,187.99	Annual Costs
2021	\$ 6,268.84	\$ (2,000.00)	\$ 4,268.84	Annual Costs
2022	\$ 6,350.76	\$ (2,000.00)	\$ 4,350.76	Annual Costs
2023	\$ 6,433.75	\$ (2,540.00)	\$ 3,893.75	Annual Costs + Module Replacement
2024	\$ 6,517.82	\$ (2,000.00)	\$ 4,517.82	Annual Costs
2025	\$ 6,602.98	\$ (2,000.00)	\$ 4,602.98	Annual Costs
2026	\$ 6,689.26	\$ (2,000.00)	\$ 4,689.26	Annual Costs
2027	\$ 6,776.67	\$ (2,000.00)	\$ 4,776.67	Annual Costs
2028	\$ 6,865.22	\$ (2,000.00)	\$ 4,865.22	Annual Costs
2029	\$ 6,954.93	\$ (2,000.00)	\$ 4,954.93	Annual Costs
2030	\$ 7,045.81	\$ (5,050.00)	\$ 1,995.81	Annual Costs + Inverter Replacement
2031	\$ 7,137.88	\$ (5,100.00)	\$ 2,037.88	Annual Costs + Inverter Replacement
2032	\$ 7,231.15	\$ (25,150.00)	\$ (17,918.85)	Annual Costs + Inverter Replacement + Cost of Removal/Disposal
TOTAL	\$ 87,063.07	\$ (55,840.00)	\$ 31,223.07	





Net Present Value

There are thirteen more years expected for the Solar Photovoltaic System’s remaining life. The sum of the Annual Present Values for each year’s future expected Net Income produces the Net Present Value of the Solar Array System.

Net Present Value **\$28,148.05**
13 years

Years	# of Periods	Annual Income	Annual Expenses	Discount Rate	Annual Present Value	NPV
2020	1	\$ 6,187.99	\$ (2,000.00)	4%	\$ 4,026.91	\$ 4,026.91
2021	2	\$ 6,268.84	\$ (2,000.00)	4%	\$ 3,946.79	\$ 7,973.70
2022	3	\$ 6,350.76	\$ (2,000.00)	4%	\$ 3,867.81	\$ 11,841.51
2023	4	\$ 6,433.75	\$ (2,540.00)	4%	\$ 3,328.39	\$ 15,169.90
2024	5	\$ 6,517.82	\$ (2,000.00)	4%	\$ 3,713.31	\$ 18,883.21
2025	6	\$ 6,602.98	\$ (2,000.00)	4%	\$ 3,637.80	\$ 22,521.02
2026	7	\$ 6,689.26	\$ (2,000.00)	4%	\$ 3,563.46	\$ 26,084.47
2027	8	\$ 6,776.67	\$ (2,000.00)	4%	\$ 3,490.27	\$ 29,574.74
2028	9	\$ 6,865.22	\$ (2,000.00)	4%	\$ 3,418.24	\$ 32,992.98
2029	10	\$ 6,954.93	\$ (2,000.00)	4%	\$ 3,347.37	\$ 36,340.36
2030	11	\$ 7,045.81	\$ (5,050.00)	4%	\$ 1,296.44	\$ 37,636.80
2031	12	\$ 7,137.88	\$ (5,100.00)	4%	\$ 1,272.85	\$ 38,909.65
2032	13	\$ 7,231.15	\$ (25,150.00)	4%	\$ (10,761.60)	\$ 28,148.05

Note

This 13 year period is based on the remaining useful life of the equipment specified within the Site Lease and Solar Services Agreement between the City of Bainbridge Island & Community Solar Solutions



Supporting Documents

Fair Market Value Guidelines

- B. Fair Market Value. The “**Fair Market Value**” of the System will be the value determined by an independent third party appraiser based on the net present value (assuming an appropriate discount rate and a twenty-year useful life of the System) of: (i) the future retail value of electricity expected to be produced by the System (assuming electricity retail rate increases per annum comparable to the average annual rate increase during the prior ten-year period); (ii) projected future costs for property and liability insurance, maintenance expenses and capital expenses relating to the System including, for example, costs related to the replacement of inverters at the end of their useful life); (iii) the estimated amount of contractual monetary payments (if any) that are likely to be received from third parties based on Environmental Attributes of the System; and (iv) the cost of the ultimate removal of the System at the end of its useful life. The determination of the appraiser will be binding on the Parties, and all costs of such appraisal will be shared equally by the Parties

Figure 2: Section 6B of the Site Lease and Solar Services Agreement

Electricity Bill

Your bill includes charges for electricity and/or natural gas, delivery services, general administration and overhead, metering, taxes, conservation expenses and other items.

Electric Detail Information: 280 MADISON AVE N, Bainbridge Island

Rate Schedule	Meter #	Start Date	End Date	Multiplier	Kilowatt Hours (kWh)	Electric Demand (kW)	Reactive Power (kVAR)	Meter Read Type
		Read	Read					
Production	Z019957868	9/6	10/7	10	6,240	—	—	Actual Read
		19369	19993					

Your Electric Charge Details (31 days)

0 used for service 9/7/2019 - 10/7/2019

Net Electricity

Tier 1 (First 15484 kWh Used) 0.083634 0 kWh \$ 0.00
(9/7/2019 - 9/30/2019)

Tier 1 (First 4516 kWh Used) 0.092161 0 kWh 0.00
(10/1/2019 - 10/7/2019)

Electric Demand Charge (First 50 KW Used) 0.000000 0 kW 0.00

Electric Demand Charge (First 50 KW Used) 0.000000 0 kW 0.00

Other Electric Charges & Credits

Electric Cons. Program Charge 0.003179 0 kWh 0.00

Power Cost Adjustment -0.000876 0 kWh 0.00

Merger Credit 0.000000 0 kWh 0.00

Federal Wind Power Credit -0.001568 0 kWh 0.00

Renewable Energy Credit -0.000060 0 kWh 0.00

Subtotal

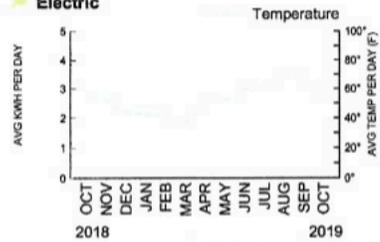
Taxes

State Utility Tax (\$0.00 included in above charges) 3.873%

Current Electric Charges \$ 0.00

Your Usage Information

Electric



	Last Year	This Year
Average daily kWh	0.00	0.00
Average daily cost	—	—
Days in billing cycle	29	31
Average temperature	—	57°F

Electric Production Information



	Last Year	This Year
Production (9/7/2019 - 10/7/2019)	6,080	6,240

Total annual production **26,202.5 kWh**

NOTE: Production energy is measured before load. Annual cycle is from July 1 through June 30. Production payments are made annually by PSE and are separate from the monthly net metering credit.

Total usage (9/7/2019 - 10/7/2019) **6,240 kWh**

NOTE: Total usage = total customer production + kWh delivered from PSE - kWh returned to PSE.

A rate change became effective during this billing period. The listed rate item(s) that changed shows the dates, prices and charges for each portion of the bill period when they were in effect. Copies of the rate schedules are available upon request.

Figure 3: Rate/kWh 9/7/19 - 10/7/19



Production Report

Community Solar Project

From: Net Metering -- mail --
Sent: Tuesday, September 10, 2019 9:18 AM
To: jwdeets@outlook.com
Subject: Your Annual COMMUNITY SOLAR Production Report- 2019

Community Solar Project Administrators-

PSE has recorded the following fiscal year 2019 production for your project:

Community Solar Project Administrator: COMMUNITY SOLAR SOLUTIONS
Site Address: 280 MADISON AVE N BAINBRIDGE ISLAND 98110
Kilowatt-hours produced between 7/1/2018 and 6/30/2019: 69,490

Figure 4: Annual Production - 7/1/2018 - 6/30/2019



Adam G. Snyder
asnyder@omwlaw.com

MEMORANDUM

DATE: October 23, 2020

TO: City Council and City Manager, City of Bainbridge Island

CC: Joe Levan, City Attorney

FROM: Adam G. Snyder

RE: Purchase of Solar System and Additional Information

By way of background, I was asked by the City to assist with the lease that exists currently related to the solar system on City Hall. Pursuant to that lease, the City has the option to purchase the solar system and I have assisted the City in pursuing that option. In doing so, I negotiated with the owners of that system and I have prepared a purchase and sale agreement and associated documents for the consideration of the City Council and the City Manager.

Included with the Agenda Packet for the City Council's October 27, 2020 meeting agenda is a draft Solar System Purchase and Sale Agreement between the City of Bainbridge Island and Community Solar Solutions, Inc. ("CSS") and "Tenant," as that term is described in that certain Community Solar Project Site Lease and Solar Services Agreement dated December 23, 2011 (the "Hosting Agreement"). The Hosting Agreement contemplates a process by which the City may purchase the assets related to the Solar Project (the "System"). The purchase agreement reflects the application of the purchase provisions of the Hosting Agreement.

City Councilmember Joe Deets signed the Hosting Agreement in 2011 as President of CSS. While CSS is the Administrator of the Solar Project, it is also part of the Tenant group. As part of this proposed transaction, CSS is waiving its right to receive any part of the purchase price. Therefore, no benefit will flow, directly or indirectly, to Councilmember Deets, his spouse, or CSS. Additionally, in that the Hosting Agreement sets forth the process for allowing the City to purchase the solar system facility, and that process is being followed here, the purchase and sale agreement is implementing what is set forth in the Hosting Agreement.

In April of this year (2020), the parties discussed obtaining the Fair Market Value analysis described in the Hosting Agreement. Councilmember Deets (in his capacity as Administrator of

the solar system) sought an independent Fair Market Value analysis of the system in accordance with sections 6A and 6B of the Hosting Agreement.

The Fair Market Value analysis is consistent with the process described in the Hosting Agreement. Councilmember Deets contacted UMC Inc., a Mechanical Contracting firm, to serve as the independent third-party appraiser. He had no prior dealings with UMC. There are apparently very limited resources available in terms of obtaining the type of detailed review required by the Hosting Agreement. The method of determining Fair Market Value is narrowly described in the Hosting Agreement and UMC appears to have applied this methodology, as required. While Councilmember Deets had no prior dealings with UMC, there was likewise no room to direct UMC in terms of its review because UMC was simply required to apply the Hosting Agreement and they directly applied the requirements from the Hosting Agreement in order to come up with the Fair Market Value determination.

The requirements in this regard as stated in the Hosting Agreement, as applied by UMC, are as follows:

The “Fair Market Value” of the System will be the value determined by an independent third party appraiser based on the net present value (assuming an appropriate discount rate and a twenty-year useful life of the System) of: (i) the future retail value of electricity expected to be produced by the system (assuming electricity retail rate increases per annum comparable to the average annual rate increase during the prior ten-year period); (ii) projected future costs for property and liability insurance, maintenance expenses and capital expenses relating to the System including, for example, costs related to the replacement of inverters at the end of their useful life); (iii) the estimated amount of contractual monetary payments (if any) that are likely to be received from third parties based on Environmental Attributes of the System; and (iv) the cost of the ultimate removal of the System at the end of its useful life. The determination of the appraiser will be binding on the parties, and all costs of such appraisal will be shared equally by the Parties.

Given the nature of the Fair Market review based on the specific, narrow language of the Hosting Agreement, the fact that there were no prior dealings between UMC and the parties, and the binding nature of the appraisal under the Hosting Agreement, I would not hesitate relying on the Fair Market Value analysis conducted by UMC and accepting it as the independent Fair Market Review as described in the Hosting Agreement.



Department of Public Works Memorandum

Date: October 23, 2020
To: Bainbridge Island City Council
From: Christopher Wierzbicki, Public Works Director
Subject: Fair Market Value of City Hall Solar Panels

The purpose of this memo is to provide additional background information related to the fair market value (“FMV”) analysis that was prepared related to the City’s proposed purchase of the solar facility that exists on City Hall. As described in Section 6 of the existing “Community Solar Project Site Lease and Solar Services Agreement,” the City is exercising its option to purchase the facility. As part of that process, the City and the Administrator (i.e., Community Solar Solutions) engaged an independent third-party appraiser, UMC, to determine the FMV of the system based on specific criteria as described in the lease.

I reviewed the appraisal thoroughly and it appears to me that the analysis by UMC is a comprehensive and independent appraisal of the solar facility. My reading of the document leads me to understand that the facility is worth about \$28K. Under the purchase proposal that the Council is considering, the City would be purchasing the facility for about \$26K. Given the revenue the City expects to receive over the next 13 years (\$87K) from the facility based on energy generation, and the expenses the City anticipates (\$56K), the City should expect a net gain of about \$5K if we purchase and manage the facility.

Based on my review of the lease, and as part of the City’s due diligence for this proposed acquisition, in my opinion the FMV analysis was done according to the requirements of the lease, including that the appraisal was conducted by an independent third party appraiser. Additionally, given the relatively low risk associated with purchasing the facility, and my sense that the Council and community value the City’s continued support for solar power, to the extent the Council is considering whether another appraisal is necessary, I do not recommend expending further resources on a second appraisal because I do not think such an action is warranted.

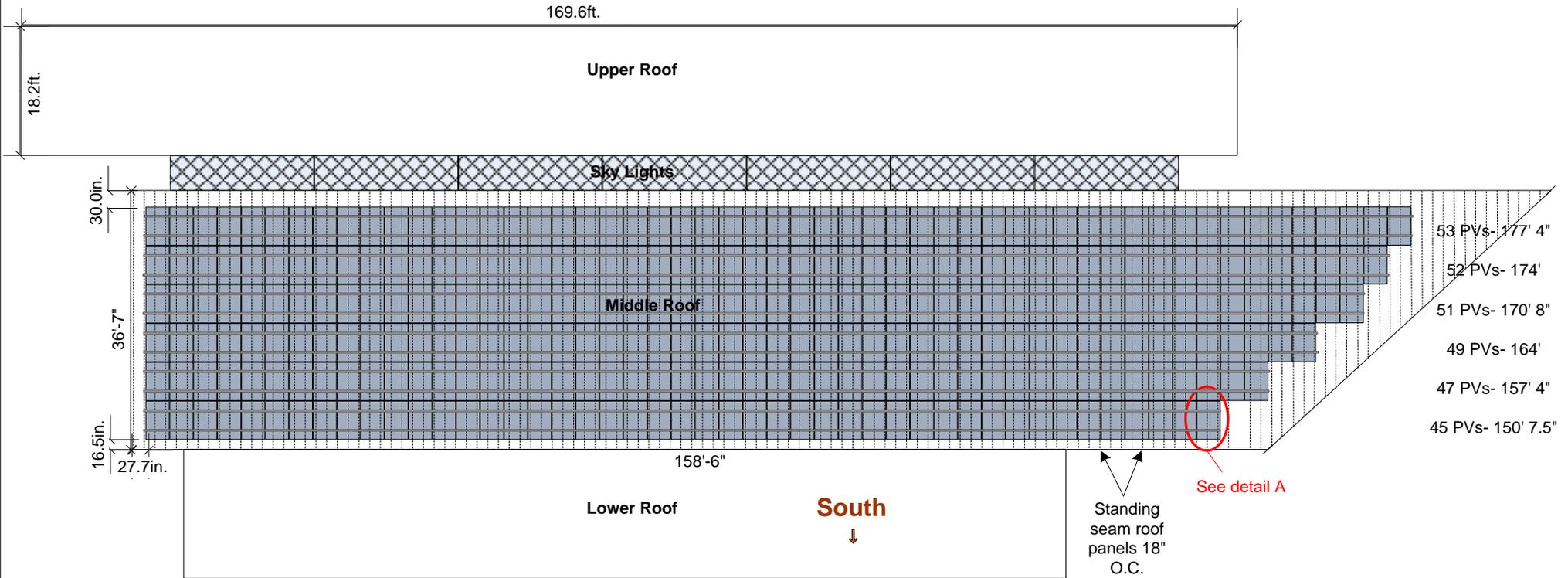
System Design and Performance Comparison

Solar Equipment	<p>71.4kW Silfab (223) SLA-M-320W (4) SolarEdge SE14.4K-3p208V w/ individual panel optimization</p>
SolarClad™ Warranty	<ul style="list-style-type: none"> • 10-Year Workmanship • 10-Year Equipment Labor • 110% Perf Guarantee • SolarWeb Peace-of-Mind
Manufacturer's Warranty	<p style="text-align: center;">MODULE</p> <ul style="list-style-type: none"> • 25-Year Product • Performance - 80.3% at Yr-30 <p style="text-align: center;">INVERTER</p> <ul style="list-style-type: none"> • 12 / 25-Year Product
1 st Year Performance	<p style="text-align: center;">1,015 kWh/kW 72,399 kWh</p>

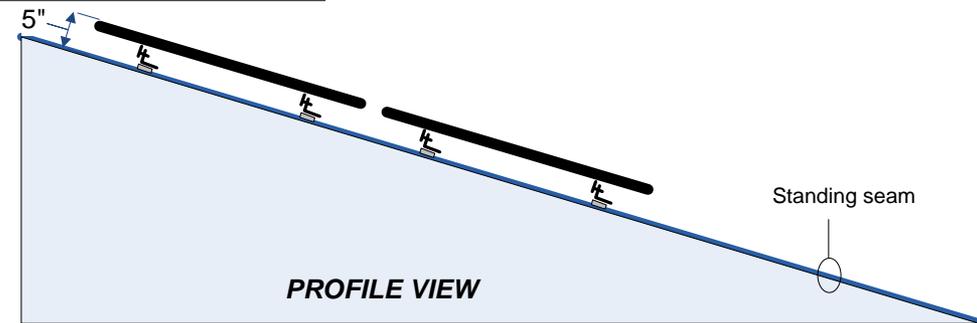
Total System Investment

Initial System Investment	(\$191,666)
Sales Tax	(\$0)
Final System Investment	(\$191,666) \$2.69/W

Bainbridge Island City Hall 71.3kW Photovoltaic System- 297 Itek 240watt modules in Portrait

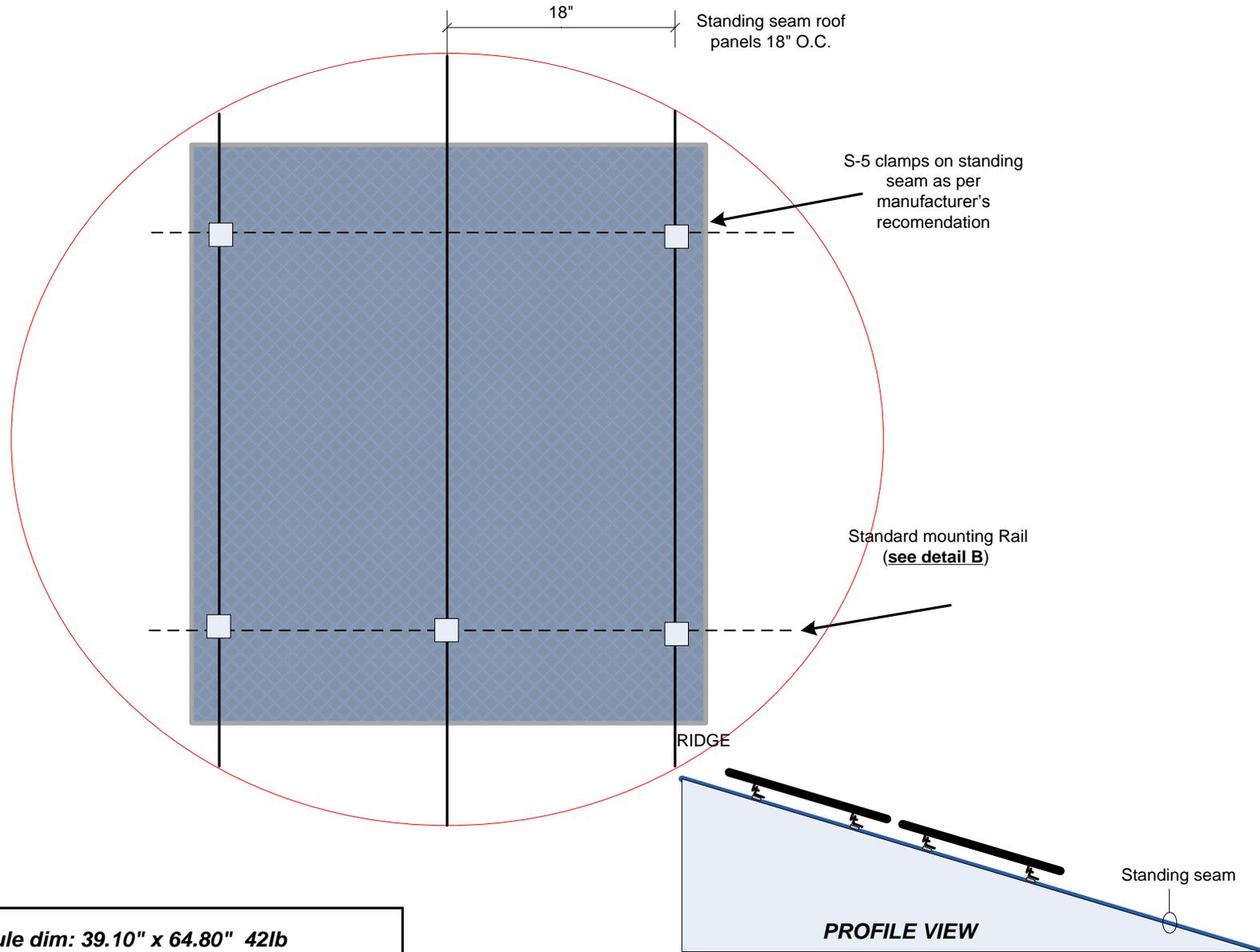


- 1) Itek Energy IT240 240W PV module dim: 39.10" x 64.80" 42lb
- 2) Middle Roof shall consist of 297 PV modules
- 3) UniRac Solar Mount racking rails shall be used and affixed to roof via S-5 compression clamps which shall be clamped onto each standing seam of the roof within the perimeter of the array
- 4) South to North roof measurements displayed are actual distances from eave to ridge



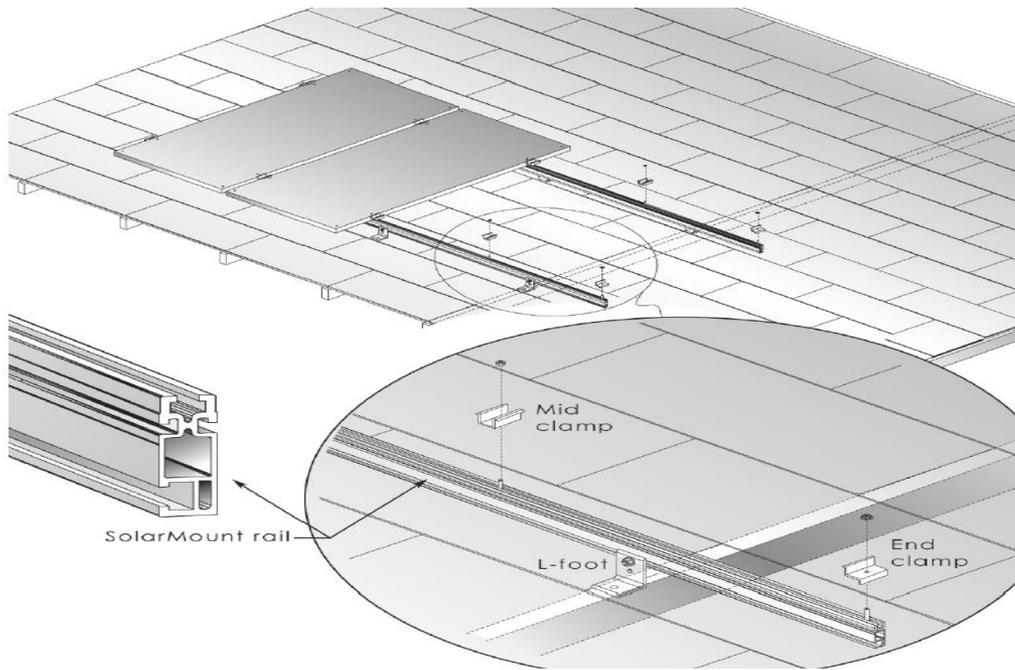
Utility District: PSE	CONFIDENTIAL, PROPERTY OF SUNERGY SYSTEMS	Sunergy Systems 4546 Leary Way NW Seattle, WA 98107
	Customer: Bainbridge Island City Hall	
Project: 71.3kW Itek Energy Photovoltaic system		
Drawn By: Howard Lamb, MSEE	Site Address: 280 Madison Ave N Bainbridge Island, WA 98110	Title/Part/Description: Middle Roof - PV RACKING LAYOUT DRAWING
Electrical Engineer Approval: Howard Lamb, MSEE		
Date: 16/01/2012 Rev 2b		
Signatures: Engineer:		311

Detail A

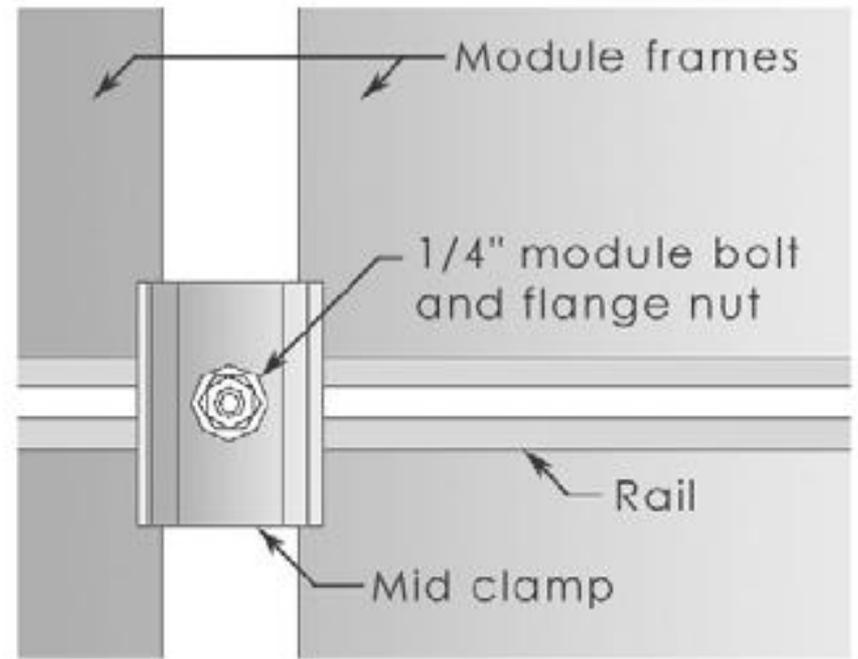


- 1) Itek Energy IT240 240W PV module dim: 39.10" x 64.80" 42lb
- 2) Middle Roof shall consist of 293 PV modules
- 3) UniRac Solar Mount racking rails shall be used and affixed to roof via S-5 compression clamps which shall be clamped onto each standing seam of the roof within the perimeter of the array
- 4) South to North roof measurements displayed are actual distances from eave to ridge

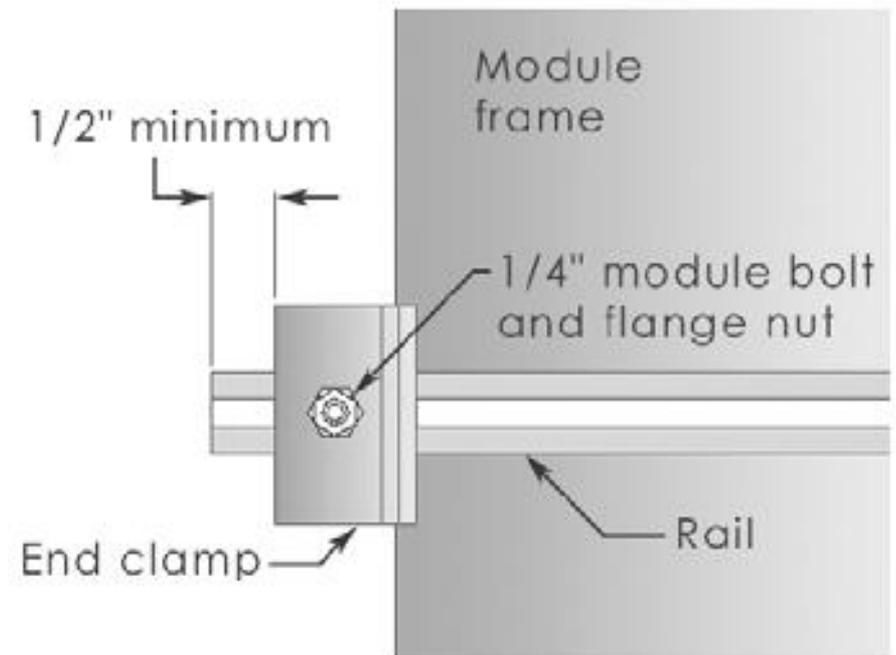
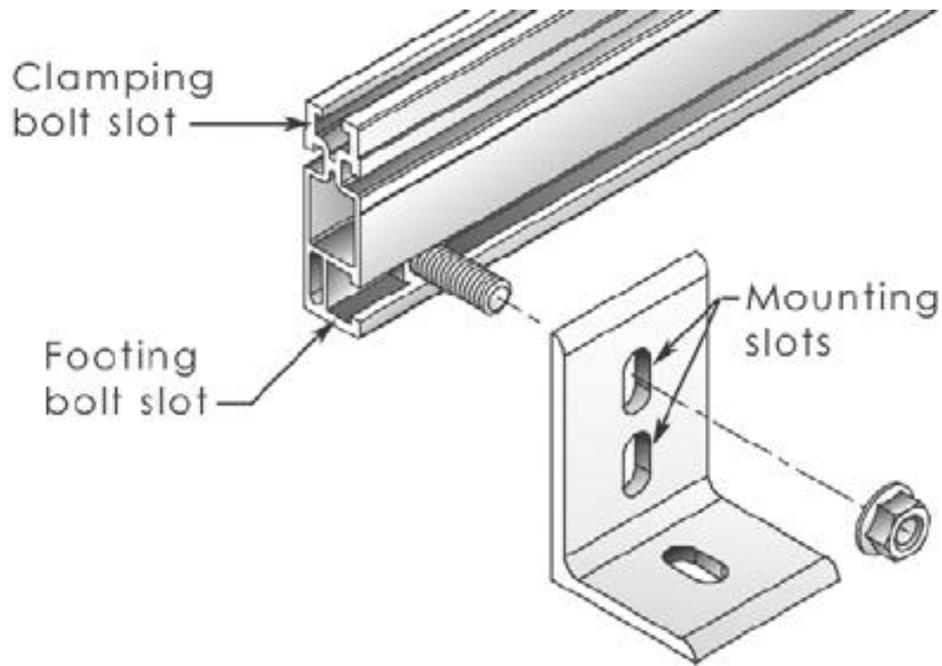
Utility District: PSE	CONFIDENTIAL, PROPERTY OF SUNERGY SYSTEMS	Sunergy Systems 4546 Leary Way NW Seattle, WA 98107
	Customer: Bainbridge Island City Hall	
Project: Itek Energy Photovoltaic system		
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Electrical Engineer Approval: Howard Lamb, MSEE		
Date: 16/01/2012 Rev 2a		
Signatures: Engineer:		



Detail showing Unirac rail attachment to L-foot. Our installation will have the L-foot installed on S-5 clamp.



Detail showing top-down module clamping method.









CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:35 PM) City Hall Solar Facility Budget Adjustment - Public Works,

SUMMARY: This item is a proposed budget amendment that responds to the City's purchase and maintenance of the existing City Hall solar panels and related equipment.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION: I move to forward for approval with the November 10, 2020 consent agenda a budget adjustment in the amount of \$36,015.62 related to the acquisition and maintenance of the City Hall solar facility.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$36,014.43
Ongoing Cost:	\$2000.00 per year for 5 years for the initial annual maintenance period
One-Time Cost:	\$26,015.62
Included in Current Budget?	

BACKGROUND: This item is a proposed budget amendment that responds to the City's purchase of the City Hall solar panels and related equipment. As identified in the purchase and sale agreement and the appraisal of the solar panels, the City expects to pay \$26,015.62 for the solar panel facility. An additional \$10,000 is included in this budget amendment to cover the anticipated cost of the initial period of annual maintenance, which will be authorized under separate contract. The total maintenance period is expected to extend through 2032, which is the expected life of the solar facility.

Please see the Solar Panel Acquisition agenda items for reference documents, which are included in a separate item on the agenda for this Council meeting.

ATTACHMENTS:

FISCAL DETAILS: This request will be in the 4th quarter Budget Adjustments for 2020.

Fund Name(s): General Fund

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:40 PM) 2020 Road Preservation Project Change Order No. 2 – Public Works,

SUMMARY: Staff is asking the Council to approve Change Order No. 2, consisting of pavement repairs to both Grotle Road and County Park Road which were not included in the original road preservation contract approved by the Council in June.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward Change Order No. 2 to the 2020 Road Preservation Project for approval with the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	\$37,032.00
Ongoing Cost:	
One-Time Cost:	\$37,032.00
Included in Current Budget?	Yes

BACKGROUND: The 2020 Road Preservation project consisting of asphalt surfacing repairs was awarded to Granite Construction in the amount of \$444,305.00 at the June 23, 2020 City Council meeting.

Following the completion of the work, the staff came to the conclusion that given the good quality of the work performed to date, and the expenditures coming in under the original estimates, it makes sense to have the contractor address two other project areas with a change order. No additional budget authority is necessary to complete this work.

The attached change order in the amount of \$37,032 would address pavement repairs to both Grotle Road and County Park Road. This proposed change order brings the revised contract amount to \$516,474, including Change Order No. 1, which was \$35,137.

Under the City's Procurement Policy, 5.13.3, if a Public Works contracts cumulative change is more than 10%, City Council must authorize the City Manager to approve the revised contract.

ATTACHMENTS:

[Change Order 2-rev\(3\).xlsx](#)

FISCAL DETAILS: There is \$550,000 in road preservation budget in the streets fund in 2020 with \$480,125 spent leaving a balance of \$69,875 for this work to be completed.

Fund Name(s): Other

Coding:



Change Order

2020 Asphalt Repair Project

City of Bainbridge Island - Public Works Department

280 Madison Ave. N
 Bainbridge Island, WA 98110
 206.842.2016 Fax. 206.780.3710
pwadmin@bainbridgewa.gov

Change Order No. 2
 DATE October 8, 2020
 Vendor ID 7570

Granite Construction
 3200 113th Avenue SW
 Olympia, WA 98512

Contract No. 2020054
 PO /Pymt No. 20200028
 PO / Ret No. 20200029

CHANGE ORDER DESCRIPTION: The contract is hereby revised as shown below and on any applicable attached detail, sheet, and sheet notes to this Change Order.

Item No.	Description	Unit	Unit Price	Bid Qty	Actual Qty	Final CO
4	Pavement Repair Excavation Incl. Haul	CY	\$ 75.00	1363	955.25	(30,581.25)
5	Crushed Surfacing Base Course	TN	\$ 25.00	1259	150.590	(27,710.25)
6	HMA for Pavement Repair CL. 1/2" PG 64-22	TN	\$ 130.00	1307	1581.960	35,744.80
7	Paint Line	LF	\$ 0.85	3708	0.000	(3,151.80)
9	Minor Change	DOL	\$ 10,000.00	1	0.000	(10,000.00)
12	Pavement Repair Excavation Incl Haul	CY	\$ 75.00	162	194.000	2,400.00
13	Crushed Surface Base Course	TN	\$ 25.00	213	101.120	(2,797.00)
14	HMA for Pavement Repair CL. 1/2" PG 64	TN	\$ 125.00	82	149.400	8,425.00
15	Paint Line	LF	\$ 0.85	500	0.000	(425.00)
16	Minor Change	DOL	\$ 500.00	1	0.000	(500.00)
	Grottle Road					
39	Grottle Pulverize/Grading	SY	\$ 12.50		895.000	11,187.50
40	Grottle HMA 3"	TN	\$ 158.00		104.000	16,432.00
	County Park Road					
41	Mobilization	LS	\$ 14,500.00		1.000	14,500.00
42	Project Traffic Control	LS	\$ 3,850.00		1.000	3,850.00
43	Pavement Repair Ex	CY	\$ 135.00		58.000	7,830.00
44	CSBC	TN	\$ 59.00		51.000	3,009.00
45	HMA for Pavement Repair	TN	\$ 141.00		59.000	8,319.00
46	Minor Change	DOL	\$ 500.00		1.000	500.00
						-
					Total C/O:	37,032.00

	Amount tax incl.	Sales Tax	Total w/ Tax
Original Contract Amount:	\$ 444,305.00		444,305.00
Previous Change Orders:	\$ 35,137.00		35,137.00
Current Contract Amount:	\$ 479,442.00		479,442.00

Net Change This Change Order:	\$ 37,032.00		<u>37,032.00</u>
New Contract Amount:	\$ 516,474.00		<u>516,474.00</u>

Contractors
Acceptance: _____
Contractor Signature Date

Prepared By: _____
Emily Cady, Project Manager Date

Approved By: _____
Morgan Smith - City Manager Date



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:45 PM) Agreement with Kitsap County Regarding Jury Panels for Municipal Court - Executive,

SUMMARY:

The City contracts with Kitsap County for jury management assistance for proceedings in the Bainbridge Island Municipal Court. The City's current ILA with Kitsap County expires on December 31, 2020. If adopted, the proposed ILA will remain in effect through December 31, 2023 at the same cost to the City as the expiring ILA.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Municipal Court

RECOMMENDED MOTION:

I move to forward the Agreement with Kitsap County Regarding Jury Panels for Municipal Court for approval with the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

In order for certain proceedings in Bainbridge Island Municipal Court to occur, a jury panel is required. A "jury panel" is a group of people chosen to be jurors. Where a defendant in a criminal proceeding in Bainbridge Island Municipal Court requests that a jury hear their case, the City must provide a jury panel for the proceeding.

ATTACHMENTS:

[Kitsap County Clerk's Office \(Agreement Regarding Jury Panels for Municipal Court\).pdf](#)

FISCAL DETAILS:

The City pays the County a \$125.00 administrative fee, plus actual mileage and per diem costs incurred by the County, per jury panel that reports for duty or serves upon a City case. Per diem for each juror is \$10 per day. Mileage is charged at the rate established by the Director of Financial Management pursuant to RCW 2.36.150 and RCW 43.03.060.

Fund Name(s):

Coding:



Office of the
KITSAP COUNTY CLERK

Alison H. Sonntag, Clerk

614 Division Street, MS 34 – Port Orchard, WA 98366-4692
360-337-7164 FAX 360-337-4927
www.kitsapgov.com/clerk

July 20, 2020

Diane Hartman
Municipal Court Administrator
City of Bainbridge Island
PO Box 151
Rolling Bay, WA 98061-0151

FILED

JUL 24 2020

BAINBRIDGE ISLAND
MUNICIPAL COURT

RE: New Agreement Regarding Jury Panels for Municipal Court

Dear Diane:

Your existing Agreement Regarding Jury Panels for Municipal Court is due to expire on December 31, 2020. Enclosed for your approval is a new Agreement Regarding Jury Panels for Municipal Court with an expiration date of December 31, 2023.

Please note this Agreement is substantively the same as your existing Agreement except for the following:

- Agreement dates are updated.
- Signatories' names are updated as appropriate.

Please execute this Agreement by having the judge and/or other appropriate parties sign both originals provided on page 3 and return them to this office at your earliest convenience. We will, in turn, provide a fully signed and executed original of the document to you for your records.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Alison H. Sonntag".

Alison H. Sonntag
Kitsap County Clerk
Jury Commissioner
360-337-7001

Enclosures

AGREEMENT REGARDING JURY PANELS FOR MUNICIPAL COURT

This Agreement regarding Jury Panels for Municipal Court (hereinafter this Agreement) is entered into as of the date written below between the City of Bainbridge Island, a Washington municipal corporation (hereinafter City) and Kitsap County (hereinafter County).

WHEREAS

- A. The City has a municipal court for which it needs, from time to time, panels of petit jurors; and
- B. Municipal court jurors shall be selected in the same manner as superior court jurors pursuant to RCW 2.36.050; and
- C. Jury management activities may be performed by the superior court on behalf of courts of limited jurisdiction pursuant to an agreement between the judges of each representative court pursuant to RCW 2.36.052; and
- D. The County is capable of providing jury panels for City's court through the Kitsap County Superior Court Clerk (hereinafter Clerk); and
- E. Superior court jurors are county employees for purposes of worker's compensation coverage under the Industrial Insurance Act, Title 51 RCW.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Jury panels provided. Clerk shall provide to City, so often as City requests, a panel of up to twenty (20) potential jurors from which City may select persons to serve on its petit juries. Clerk shall follow the statutes and rules applicable to superior court petit juries in providing such potential jurors. To this end, Clerk's duties shall include, but are not necessarily limited to:

- a. Electronic, random selection of prospective jurors;
- b. Serving juror summonses;
- c. Receiving requests for excuses from jury service;
- d. Directing veniremen to the proper time and place for jury service;
- e. Payment of mileage and per diem.

Section 2. Payment by City. City shall pay County a one hundred twenty-five (\$125.00) administrative fee plus actual mileage and per diem costs incurred by County per jury panel that reports for duty or serves upon a City case. Clerk shall bill City monthly for services due under this Agreement. City shall pay such bills within thirty (30) days.

Section 3. Call for panel. City shall notify Clerk of the need for a jury panel no later than two o'clock p.m. on the day before the panel is needed.

Section 4. Call off. Once City has called Clerk to provide a jury panel, City shall notify Clerk no later than three o'clock p.m. on the day prior to jury service that the panel is no longer needed. In the event City fails to meet this deadline, it shall be charged the administrative fee plus any mileage or per diem costs for providing a panel of jurors.

Section 5. Payment to jurors. County shall pay, on behalf of City, the following fees to veniremen:

- a. Per diem: ten (\$10.00) dollars per day;
- b. Mileage: at the rate established by the Director of Financial Management pursuant to RCW 2.36.150 and RCW 43.03.060.

County shall not be obliged to pay for meals, lodging, or parking. City shall provide parking opportunities at no cost to veniremen.

Section 6. Duties of City. City shall record the names, addresses and mileage of all veniremen reporting for duty. In addition, City shall record the names of all jurors serving more than one (1) day and the number of days served by each. City shall provide the foregoing information to the Clerk within five (5) working days.

Section 7. Risk of Non-reporting. City shall bear the risk and consequences of veniremen not reporting for service as directed by Clerk.

Section 8. Status of jurors. For purposes of this Agreement and the Industrial Insurance Act, any person summoned for City municipal court jury duty is an employee of the City while providing jury services for the municipal court.

Section 9. American with Disabilities Act. City shall comply with all provisions of the American with Disabilities Act (ADA) which are applicable, including but not limited to Title 2 of the ADA. The parties agree that compliance as it relates to the structural aspects of the County building is not the responsibility of the City as the building is owned by the County.

Section 10. Term. This Agreement shall become effective on January 1, 2021 and will expire December 31, 2023.

Section 11. Termination. Any party may terminate this Agreement by providing thirty (30) days written notice to the other.

Section 12. Modification. This Agreement may be modified only by written agreement of all parties.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

DATED this _____ day of _____, 2020.

PRESIDING JUDGE OF THE SUPERIOR
COURT OF THE COUNTY OF KITSAP

Judge Kevin Hull

DATED this _____ day of _____, 2020.

Alison H. Sonntag
Kitsap County Clerk & Jury Commissioner

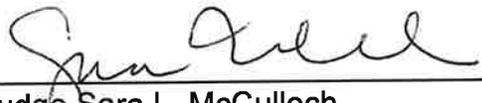
DATED this _____ day of _____, 2020.

CITY OF BAINBRIDGE ISLAND

Morgan Smith
City Manager

DATED this 24 day of July, 2020.

CITY OF BAINBRIDGE ISLAND



Judge Sara L. McCulloch
Bainbridge Island Municipal Court

ATTEST:

City Clerk

Jury Panel Agreement



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:50 PM) Agreement with Kitsap Humane Society for Animal Control Services for 2021-23 - Executive,

SUMMARY:

New three-year agreement with Kitsap Humane Society to continue to serve as the City's animal control authority, within the meaning of Title 6 BIMC.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward the Agreement with Kitsap Humane Society for Animal Control Services for approval with the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	\$74,799.90 in 2021; \$77,043.90 in 2022; and \$79,355.21 in 2023
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

The Kitsap Humane Society has been providing animal control services to the City under a three-year contract set to expire on December 31, 2020. Under the existing contract, the City pays the Kitsap Humane Society \$67,162 in 2018, \$69,170 in 2019, and \$71,238 in 2020 (a 3% increase each year).

This Agreement will engage Kitsap Humane Society's services for a new three-year term beginning January 1, 2021, and ending December 31, 2023. Under this contract, the City will pay the Kitsap Humane Society \$74,799.90 in 2021, \$77,043.90 in 2022, and \$79,355.21 in 2023 (a 5% increase from 2020 for 2021 and then a 3% increase each year thereafter).

ATTACHMENTS:

[2021-23 PSA with Kitsap Humane Society](#)

FISCAL DETAILS: There is \$76,450 for 2021 and \$79,000 for 2022 in the Proposed Biennial Budget for this expense.

Fund Name(s):

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 the Kitsap Humane Society, a Washington State nonprofit corporation, (“Society”).

WHEREAS, the City desires to engage the Society to act as the Animal Control and Impounding Authority for the City; and

WHEREAS, the Society 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 Society as follows:

1. SERVICES BY SOCIETY

The Society 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 Society 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. Upon execution by both parties, this Agreement shall become effective on January 1, 2021, and shall continue in full force and effect until **December 31, 2023**, 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 Society pursuant to this Agreement shall be submitted to the City, and the Society 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 Society for services provided under this Agreement an annual total amount as follows:

2021: \$74,799.90
2022: \$77,043.90
2023: \$79,355.21

B. The Society 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 Society 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 Society.

D. If the services rendered do not meet the requirements of this Agreement, the Society 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 Society 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 Society 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 Society 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 Society 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 Society and the City understand and expressly agree that the Society is an independent contractor in the performance of each and every part of this Agreement. The Society expressly represents, warrants, and agrees that the Society'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 Society, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Society shall make no claim of City employment nor shall the Society claim any related employment benefits, social security, and/or retirement benefits.

B. The Society 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 Society 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 Society performs hereunder.

D. The Society 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 Society 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 Society 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, upon the City's request, 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 Society 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 Society 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 Society and the City, its officers, officials, employees, and volunteers, the Society's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Society's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Society'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 Society'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 Society 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 Society 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 Society 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 Society: Kitsap County Humane Society
9167 Dickey Rd NW
Silverdale, WA 98383
Attention: Executive Director

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

KITSAP HUMANE SOCIETY

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 Society 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 Society, its agents, representatives, or employees.

B. No Limitation

The Society's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Society 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 Society 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 Society'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 Society's profession.

D. Minimum Amounts of Insurance

The Society 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 Society'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 Society'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 Society shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Society 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 Society 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 Society 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 Society 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 Society 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 Society from the City.

J. City Full Availability of Society Limits

If the Society 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 Society, irrespective of whether such limits maintained by the Society 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 Society.

ATTACHMENT B SCOPE OF SERVICES

A. Overview of Services Provided

In addition to the services described in sections B–K of this Attachment A, the Society shall provide the following services to the City:

1. Complaint investigation of animal cruelty and violations of relevant state and local laws.
2. Deceased domestic animal pickup.
3. Veterinarian care for injured stray or surrendered animals.
4. A 24-hour lost and found pet information phone line (360-692-6977 X1).
5. Kenneling and care facilities for all county strays including inoculations and flea treatment.
6. A redemption system for impounded animals.
7. An adoption program that promotes responsible pet ownership as well as securing the spaying or neutering of the animals.
8. Administrative staff to oversee the programs as well as support staff to handle phones, dispatching, accounting, and all general office functions.
9. Outreach with local and out-of-state rescue groups to find homes for stray animals.
10. Low cost spay/neuter surgeries for low-income citizens of Bainbridge Island.
11. Animal food for low income citizens of Bainbridge Island.
12. A resource facility for court ordered community service.

B. Animal Control and Impounding Authority

The Society shall act as the Animal Control and Impounding Authority for the City, and shall provide impound services and facilities for all animals for which impounding is authorized as further described herein.

C. Enforcement of State and Local Laws

The Society shall faithfully enforce all ordinances and regulations of the City and statutes of the State of Washington now in effect relative to the care, treatment, control, impounding, and licensing of animals.

D. Quarantine of Certain Animals

The Society, under the authority and at the direction of the Health Officer of the Kitsap County Health District shall, pursuant to the direction of the Health Officer or in accordance with the request of the owner, quarantine all animals that shall have bitten a person so as to have broken the skin; provided, that the responsibility for the release of such animals from confinement shall be that of the Health Department. It is the responsibility of the Health Officer to monitor animals under confinement, and the Society shall cooperate with the Health Officer in the record keeping necessary to monitor the keeping of quarantined animals. Such records shall be maintained for five (5) years.

E. Emergency Services

The Society shall provide 24-hour, 7-day a week emergency services. “Emergency services” include all services and actions necessary to address the following:

- a) Injured stray animals;
- b) Animals injured in accidents;
- c) Livestock found on public roadways;
- d) Dogs declared potentially dangerous and dangerous dogs at large;
- e) Same day dog bites (unprovoked); and
- f) Police, fire, and other law enforcement assistance in circumstances where animals have been involved.

Nothing contained herein shall require the Society or its agents to respond after the Society’s normal business hours for routine animal complaints, pickups, or patrols.

F. Acceptance and Disposition of Unwanted Pets

The Society shall accept all dogs, cats, and other small pets brought to the shelter by their owners and/or authorized person; provided, such animals shall not have bitten any person within the last ten (10) days so as to have broken the skin; provided further, that disposition of said animals shall be at the discretion of the Society. A nominal fee is charged for this service. Nothing herein contained shall be construed to prevent the Society from charging for euthanasia and/or cremation where such services are requested of the Society or deemed necessary.

G. Courtroom Training

The Society shall provide its animal control officers the necessary courtroom training to present evidence and provide testimony in the prosecution of all violations of state or city laws pertaining to animals.

H. Prosecution of Violations of City Ordinances

The City, through the City Attorney’s Office, shall be responsible for prosecuting those cases deemed necessary to enforce City Ordinances relating to animal control. The City Attorney’s Office shall provide legal assistance to Society personnel in the interpretation and administration of said ordinances and laws.

I. Duties Pertaining to Wild Animals

The duties of the Society, as set forth herein, shall pertain to all domestic animals. The duties of the Society, as set forth herein, shall not pertain to wild animals or game birds.

J. Maintenance of Nonprofit Status

The Society, during the term of this Agreement, shall function as a nonprofit corporation; provided, that nothing herein contained shall be construed to prevent the Society from selling impounded animals, strays, or gift animals, nor from boarding a few animals under quarantine, at the request of the owners.

K. Animal Licensing

For all animals for which a license is required by City Ordinance, the Society shall be responsible for issuing licenses and collecting the fees for domestic animals adopted out of Kitsap Humane Society to Bainbridge Island residents. This service will be at no additional cost to the City. License fees will be remitted to the City on a monthly basis. The Society may impose a surcharge, for each license issued, to be retained by the Society to mitigate administrative costs



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (10:00 PM) Third Amendment to the Agreement for Incarceration of City Prisoners - Police,

SUMMARY:

Consider the approval of an amendment to an existing agreement with Kitsap County, which designates the County's jail as the place of confinement for the incarceration of prisoners lawfully committed to the City's custody.

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:

I move to forward the Third Amendment to the Agreement for Incarceration of City Prisoners for approval with the November 10, 2020 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

Kitsap County is authorized by law to operate a jail for misdemeanants and felons. The City of Bainbridge Island does not have or operate such a facility and wishes to renew an existing agreement with the County as its agent for this purpose. Notable changes in this third amendment to the existing ILA includes an updated base rate for inmates, and an amended duration period through 12/31/21.

ATTACHMENTS:

[2021 Jail Amendment.docx](#)

FISCAL DETAILS: The 2021 proposed budget anticipated the increase in cost. There is \$100,000 set aside in the 2021 budget for this expense.

Fund Name(s):

Coding:

**THIRD AMENDMENT
KITSAP COUNTY AND CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

This Third Amendment to the Kitsap County and City of Bainbridge Island Agreement for Incarceration of City Prisoners ("Third Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Bainbridge Island, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-233-17 ("Agreement"), shall be amended as follows:

1. Subsection 6 (a) (Base Rate for Housing) is amended to change the base rate to \$157.05 for each inmate for a 24-hour period, or portion thereof.
2. Section 22 (Duration) is amended and replaced with the following:

The Agreement shall be effective January 1, 2021 through December 31, 2021, unless terminated or extended by agreement of the parties. Nothing in this Agreement shall be construed to make it necessary for the Contract Agency to continuously house prisoners with the County.

3. Effective Date. The effective date of this Third Amendment is January 1, 2021.
4. Insurance. If this Third Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Terms Unchanged. Except as expressly provided in this Third Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.
6. Counterparts. This Third Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
7. Authorizations. The signatories to this Third Amendment represent that they have been appropriately authorized to enter into this Third Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

DATED this ____ day of _____, 2020

DATED this ____ day of _____, 2020

CITY OF _____

KITSAP COUNTY SHERIFF’S OFFICE

Morgan Smith, City Manager

Gary Simpson, Sheriff

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

DATED this ____ day of _____, 2020

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (10:05 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll
- C. Special City Council Meeting Minutes, Town Hall on Public Safety, September 30, 2020
- D. City Council Study Session Minutes, October 6, 2020
- E. City Council Regular Business Meeting Minutes, October 13, 2020
- F. Resolution No. 2020-18 Relating to Net Pens and an Alternate Lease Proposal - Councilmember Carr
- G. Amendment No. 3 to Contract for Indigent Defense Services – Executive
- H. Contract Amendment to the Legal Services Agreement with Kitsap County Prosecuting Attorney's Office - Executive
- I. Agreement with West Sound Wildlife Shelter for Wild Animal Control - Executive
- J. Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan - Executive
- K. Registered Sex Offender Address and Residency Verification Memorandum of Understanding with the Kitsap County Sheriff's Office - Police,
- L. Interlocal Agreement with Kitsap County Regarding Emergency Vehicle Operation Course (EVOC) Training - Police

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: October 27, 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 10-28-20.pdf](#)

[Payroll 10-20-20.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: October 12, 2020 - October 26 , 2020

CITY COUNCIL: October 13, 2020 - October 27, 2020

Last check from previous run: 354697 dated 09/23/2020 issued to Zee Medical for \$484.20.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	2/12/20	352850	SS/Jon Miller/Lost check	N/A
VOID	6/24/20	353870	ENG/Nelson-Nygaard/Lost check	N/A
Manual	10/9/20	354698	PW/Island Hands/Janitorial - September 2020	21,873.11
Manual	10/9/20	354699	FIN/Pitney Bowes/Postage machine lease	1,036.50
Manual	10/9/20	354700	PCD/Sound Repro/Planning commission printouts	63.54
Manual	10/9/20	354701	US Bank/Credit card purchases - September 2020	24,190.94
Manual	10/16/20	354702	CenturyLink/Citywide telemetry - October 2020	1,186.92
Manual	10/16/20	354703	SS/Jon Miller/Damage deposit refund	150.00
Manual	10/16/20	354704	ENG/Nelson-Nygaard/Sustainable transportation planning services	60,172.08
Manual	10/16/20	354705	Puget Sound Energy/Citywide utilities - September 2020	27,078.98
Manual	10/16/20	354706	Verizon Wireless/Citywide wireless services - September 2020	5,246.75
Manual	10/21/20	354707	CenturyLink/Citywide telemetry - October 2020	458.05
Manual	10/21/20	354708	ENG/City of BI/Retainage: 2020 asphalt repair	22,542.33
Manual	10/21/20	354709	ENG/Granite Construction/2020 asphalt repair	428,304.18
Manual	10/21/20	354710	Puget Sound Energy/Green Power Contract - October 2020	849.33

Total Manual Checks and Electronic Disbursements	593,152.71
---------------------------------------------------------	-------------------

Regular Run	10/28/20	354711-354817	Total Regular Check Run	304,114.50
			Total Disbursements	897,267.21

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.



10/22/2020

Karl R. Shaw, Accounting Manager

Date

10/15/2020 14:50
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	114									
APP 622-213000			10/15/2020	352850	VOID			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			150.00
APP 635-111100			10/15/2020	352850	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		150.00	
GENERAL LEDGER TOTAL										150.00	150.00
APP 631-130000			10/15/2020	02/09/20	VOID			DUE TO/FROM CLEARING			150.00
APP 622-130000			10/15/2020	02/09/20	VOID			DUE TO/FROM CLEARING		150.00	
SYSTEM GENERATED ENTRIES TOTAL										150.00	150.00
JOURNAL 2020/10/114 TOTAL										300.00	300.00

10/15/2020 14:50
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622 EXPENDABLE TRUST FUND 622-130000 622-213000	2020 10	114	10/15/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	150.00	150.00
				FUND TOTAL	150.00	150.00
631 CLEARING FUND 631-130000 635-111100	2020 10	114	10/15/2020	DUE TO/FROM CLEARING CASH	150.00	150.00
				FUND TOTAL	150.00	150.00

10/15/2020 14:50
cfreitas

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

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FUND		DUE TO	DUE FROM
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND	150.00	
	TOTAL	150.00	150.00

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



CITY OF
BAINBRIDGE ISLAND

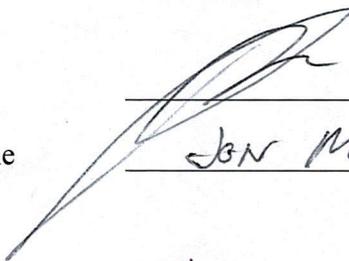
CITY OF BAINBRIDGE ISLAND

Affidavit Lost, Missing, or Destroyed Check

I, Jon Miller, being first duly sworn upon oath, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 352850 dated 02/12/2020 made out to Jon Miller in the amount of \$150.00 and that same has been lost, never received, or destroyed and has not been paid.

Signature

Printed Name



Jon Miller

Subscribed and sworn before me this 12th day of October, 2020.

Notary Public in and for the State of: Washington

Residing in the City of: Bainbridge Island



Finance & Administrative Services
280 Madison Avenue North
Bainbridge Island, WA 98110-1812
Phone: (206) 780-8668 Fax: (206) 842-5741
www.bainbridgewa.gov

Paul R. Shaw

VOID - LOST CHECK

10/16/2020

10/16/2020



10/16/2020 07:58
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
353870	06/24/2020	VOID	9254 NELSON NYGAARD CONSU	240894	1	05/04/2020		-60,172.08
Invoice: 1						SUSTAINABLE TRANSPORTATION PLA		
						SUSTAINABLE TRANS-PROF SVC		
						CHECK	353870 TOTAL:	-60,172.08
						NUMBER OF CHECKS	1 *** CASH ACCOUNT TOTAL ***	-60,172.08
						COUNT	AMOUNT	
						TOTAL VOIDED CHECKS	1 60,172.08	
							*** GRAND TOTAL ***	-60,172.08



Check lost in mail - stop payment requested. Void and reissue.

10/16/2020 07:58
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	115									
APP	101-213000		10/16/2020	353870	VOID			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			60,172.08
APP	635-111100		10/16/2020	353870	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		60,172.08	
GENERAL LEDGER TOTAL										60,172.08	60,172.08
APP	631-130000		10/16/2020	06/21/20	VOID			DUE TO/FROM CLEARING			60,172.08
APP	101-130000		10/16/2020	06/21/20	VOID			STREETS - DUE TO/FROM CLEARING		60,172.08	
SYSTEM GENERATED ENTRIES TOTAL										60,172.08	60,172.08
JOURNAL 2020/10/115 TOTAL										120,344.16	120,344.16

10/16/2020 07:58
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101	STREET FUND	2020	10	115	10/16/2020			
	101-130000					STREETS - DUE TO/FROM CLEARING	60,172.08	
	101-213000					STREETS - ACCOUNTS PAYABLE		60,172.08
						FUND TOTAL	60,172.08	60,172.08
631	CLEARING FUND	2020	10	115	10/16/2020			
	631-130000					DUE TO/FROM CLEARING		60,172.08
	635-111100					CASH	60,172.08	
						FUND TOTAL	60,172.08	60,172.08

10/16/2020 07:58
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
101	STREET FUND		60,172.08
631	CLEARING FUND	60,172.08	
		60,172.08	60,172.08
TOTAL		60,172.08	60,172.08

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



10/09/2020 08:37
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
354698	10/09/2020	PRTD	8646 ISLAND HANDS	243328	1493		09/29/2020 M100920	13,665.11
	Invoice: 1493						2020-2023 JANITORIAL CONTRACT	
				13,255.16	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS	
				409.95	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS	
	Invoice: 1494			243329	1494		09/29/2020 M100920	8,208.00
							EMERGENCY JANITORIAL- COVID-19	
				7,961.96	73011183	54810101069	COVID19-EXTRA JANITORIAL	
				246.04	73425358	54810101069	COVID19-SWR-EXTRA JANITORIAL	
							CHECK 354698 TOTAL:	21,873.11
354699	10/09/2020	PRTD	420 PITNEY BOWES GLOBAL	243330	3311878689		08/30/2020 M100920	1,036.50
	Invoice: 3311878689						FIN/POSTAGE MACHINE LEASE	
				1,036.50	44011141	545000	RENTS & LEASES - OPERATING	
							CHECK 354699 TOTAL:	1,036.50
354700	10/09/2020	PRTD	601 SOUND REPROGRAPHICS	243331	10/05/20-FC		10/05/2020 M100920	1.30
	Invoice: 10/05/20-FC						FINANCE CHARGES	
				1.30	41011141	549900	FIN-C/E-MISC EXP	
	Invoice: 79131			243332	79131		08/10/2020 M100920	62.24
							PCD/PLANNING COMMISSION PRINTOUTS	
				62.24	63470588	531100	CUR - DEV DEV PLAN OFC SUPPLY	
							CHECK 354700 TOTAL:	63.54
							NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL ***	22,973.15
							COUNT	AMOUNT
							TOTAL PRINTED CHECKS 3	22,973.15
							*** GRAND TOTAL ***	22,973.15

10/09/2020 08:37
cfreitas

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

P 2
apcshdsb

CLERK: cfreitas

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	65									
APP	001-213000		10/09/2020	M100920	100920			GENERAL - ACCOUNTS PAYABLE		22,254.92	
APP	635-111100		10/09/2020	M100920	100920			AP CASH DISBURSEMENTS JOURNAL CASH			22,973.15
APP	402-213000		10/09/2020	M100920	100920			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		655.99	
APP	407-213000		10/09/2020	M100920	100920			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		62.24	
GENERAL LEDGER TOTAL										22,973.15	22,973.15
APP	631-130000		10/09/2020	M100920	100920			DUE TO/FROM CLEARING		22,973.15	
APP	001-130000		10/09/2020	M100920	100920			GENERAL - DUE TO/FROM CLEARING			22,254.92
APP	402-130000		10/09/2020	M100920	100920			DUE TO/FROM CLEARING			655.99
APP	407-130000		10/09/2020	M100920	100920			DUE TO/FROM CLEARING			62.24
SYSTEM GENERATED ENTRIES TOTAL										22,973.15	22,973.15
JOURNAL 2020/10/65 TOTAL										45,946.30	45,946.30

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2020 10	65	10/09/2020	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	22,254.92	22,254.92
				FUND TOTAL	22,254.92	22,254.92
402 SEWER OPERATING FUND 402-130000 402-213000	2020 10	65	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	655.99	655.99
				FUND TOTAL	655.99	655.99
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2020 10	65	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	62.24	62.24
				FUND TOTAL	62.24	62.24
631 CLEARING FUND 631-130000 635-111100	2020 10	65	10/09/2020	DUE TO/FROM CLEARING CASH	22,973.15	22,973.15
				FUND TOTAL	22,973.15	22,973.15

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		22,254.92
402	SEWER OPERATING FUND		655.99
407	BUILDING & DEVELOPMENT FUND		62.24
631	CLEARING FUND		
		22,973.15	
	TOTAL	22,973.15	22,973.15

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



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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354701	10/09/2020	PRTD	7314 US BANK	243195	08/25/20-JB			
	Invoice: 08/25/20-JB					09/25/2020	USB0920	663.05
				663.05	54025212 532000	POL/ELLIOT BAY MARINA/M8 FUEL MARINE - FUEL		
	Invoice: 09/20/20-JB			243196	09/20/20-JB			
						09/25/2020	USB0920	708.14
				708.14	54025212 532000	POL/ELLIOT BAY MARINA/M8 FUEL MARINE - FUEL		
	Invoice: 09/22/20-CB			243197	09/22/20-CB			
						09/25/2020	USB0920	70.00
				70.00	36011143 443410	EXCC/MRSC/PRA TRAINING: CB, RS CLERK-GF-TRAINING		
	Invoice: 09/22/20-CB-A			243198	09/22/20-CB-A			
						09/25/2020	USB0920	25.00
				25.00	36011143 443410	EXCC/WAPRO/PRA TRAINING CLERK-GF-TRAINING		
	Invoice: 08/26/20-ZB			243199	08/26/20-ZB			
						09/25/2020	USB0920	65.93
				65.93	53011212 53110000962	POL/PETCO/K9 FOOD TRACKING CANINE-SUPPLIES		
	Invoice: 09/05/20-ZB			243200	09/05/20-ZB			
						09/25/2020	USB0920	34.71
				34.71	53011212 44341000962	POL/ALLIANZ/TRAVEL INSURANCE TRACKING CANINE-TRAINING		
	Invoice: 09/06/20-ZB			243201	09/06/20-ZB			
						09/25/2020	USB0920	27.17
				27.17	53011212 44341000962	POL/PRICELINE/TRAVEL INSURANCE TRACKING CANINE-TRAINING		
	Invoice: 09/06/20-ZB-A			243202	09/06/20-ZB-A			
						09/25/2020	USB0920	603.68
				603.68	53011212 44341000962	POL/RESIDENCE INN/LODGING TRACKING CANINE-TRAINING		
	Invoice: 09/05/20-ZB-A			243203	09/05/20-ZB-A			
						09/25/2020	USB0920	514.20
				514.20	53011212 44341000962	POL/DELTA/AIRFARE TRACKING CANINE-TRAINING		
	Invoice: 09/07/20-ZB			243204	09/07/20-ZB			
						09/25/2020	USB0920	-603.68
				-603.68	53011212 44341000962	POL/RESIDENCE INN/REFUND (WRONG DATES) TRACKING CANINE-TRAINING		
	Invoice: 09/07/20-ZB-A			243205	09/07/20-ZB-A			
						09/25/2020	USB0920	726.45
				726.45	53011212 44341000962	POL/RESIDENCE INN/LODGING TRACKING CANINE-TRAINING		
	Invoice: 09/06/20-ZB-B			243206	09/06/20-ZB-B			
						09/25/2020	USB0920	65.38
				65.38	53011212 54110000962	POL/ZBONES/DOG WASH TRACKING CANINE-PROF SVCS		
	Invoice: 09/08/20-ZB			243207	09/08/20-ZB			
						09/25/2020	USB0920	65.00
				65.00	53011212 44341000962	POL/PRICELINE/COLLISION COVERAGE TRACKING CANINE-TRAINING		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE DTL DESC					
Invoice: 09/18/20-ZB-B				243221	09/18/20-ZB-B		09/25/2020	USB0920	149.00
				149.00	53011212 44341000962		POL/STIA/PARKING TRACKING CANINE-TRAINING		
Invoice: 09/17/20-ZB				243222	09/17/20-ZB		09/25/2020	USB0920	14.98
				14.98	53011212 53110000962		POL/COMPANIONS VET/GENTLE COLLAR LEAD TRACKING CANINE-SUPPLIES		
Invoice: 09/17/20-ZB-A				243223	09/17/20-ZB-A		09/25/2020	USB0920	9.04
				9.04	53011212 44341000962		POL/STARBUCKS/MEAL TRACKING CANINE-TRAINING		
Invoice: 09/18/20-ZB-C				243224	09/18/20-ZB-C		09/25/2020	USB0920	14.52
				14.52	53011212 44341000962		POL/PANERA BREAD/MEAL TRACKING CANINE-TRAINING		
Invoice: 09/19/20-ZB				243225	09/19/20-ZB		09/25/2020	USB0920	713.55
				713.55	53011212 44341000962		POL/RESIDENCE INN/LODING TRACKING CANINE-TRAINING		
Invoice: 09/19/20-ZB-A				243226	09/19/20-ZB-A		09/25/2020	USB0920	19.80
				19.80	53011212 44341000962		POL/RESIDENCE INN/INCIDENTALS TRACKING CANINE-TRAINING		
Invoice: 09/18/20-ZB-D				243227	09/18/20-ZB-D		09/25/2020	USB0920	30.00
				30.00	53011212 44341000962		POL/DELTA/BAG CHECK TRACKING CANINE-TRAINING		
Invoice: 09/17/20-ZB-B				243228	09/17/20-ZB-B		09/25/2020	USB0920	16.76
				16.76	53011212 44341000962		POL/RUDOLPH'S/MEAL TRACKING CANINE-TRAINING		
Invoice: 09/18/20-ZB-E				243229	09/18/20-ZB-E		09/25/2020	USB0920	9.88
				9.88	53011212 44341000962		POL/CHICK-FIL-A/MEAL TRACKING CANINE-TRAINING		
Invoice: 08/29/20-BB				243252	08/29/20-BB		09/25/2020	USB0920	78.55
				78.55	52011212 541100		POL/SPEAKWRITE/TRANSCRIPTION SVCS POLICE - C/E INVEST PROF SVCS		
Invoice: 09/05/20-BB				243253	09/05/20-BB		09/25/2020	USB0920	44.80
				44.80	52011212 541100		POL/SPEAKWRITE/TRANSCRIPTION SVCS POLICE - C/E INVEST PROF SVCS		
Invoice: 09/13/20-BB				243254	09/13/20-BB		09/25/2020	USB0920	28.60
				28.60	53011212 531100		POL/AMAZON/BATTERIES PD-C/E-PATROL SUPPLIES		
Invoice: 09/17/20-BB				243255	09/17/20-BB		09/25/2020	USB0920	544.73
				544.73	53011212 531100		POL/SUMMIT RACING/JUMP PACKS PD-C/E-PATROL SUPPLIES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 09/18/20-BB				243256	09/18/20-BB			435.95
				435.95	53011212	531100	POL/AMAZON/TRAUMA KITS PD-C/E-PATROL SUPPLIES	435.95
Invoice: 09/24/20-BB				243257	09/24/20-BB			215.76
				215.76	53011212	531100	POL/POCKET PRESS/CRIMINAL BOOKLETS PD-C/E-PATROL SUPPLIES	215.76
Invoice: 09/24/20-BB-A				243258	09/24/20-BB-A			215.76
				215.76	53011212	531100	POL/POCKET PRESS/TRAFFIC LAW BOOKLETS PD-C/E-PATROL SUPPLIES	215.76
Invoice: 09/24/20-BB-B				243259	09/24/20-BB-B			113.94
				113.94	51011211	531100	POL/POCKET PRESS/COMBO BOOKS PD-C/E-ADM-SUPPLIES	113.94
Invoice: 08/21/20-MD-A				243260	08/21/20-MD-A			3,794.42
				3,794.42	81011881	535100	IT/CDW-G/ANTIVIRUS IT - C/E COMPUTER SOFTWARE	3,794.42
Invoice: 08/28/20-MD				243261	08/28/20-MD			32.69
				32.69	81011881	535100	IT/ADOBE/CREATIVE CLOUD IT - C/E COMPUTER SOFTWARE	32.69
Invoice: 08/31/20-MD				243262	08/31/20-MD			466.52
				466.52	81011252	53510001069	IT/DRI TRACKER/PDFXCHANGE COVID19-SOFTWARE	466.52
Invoice: 08/27/20-MD				243263	08/27/20-MD			78.44
				78.44	81011881	531100	IT/AMAZON/SURGE PROTECTORS IT - C/E SUPPLIES	78.44
Invoice: 08/31/20-MD-A				243264	08/31/20-MD-A			3.52
				3.52	81011252	53510001069	IT/ZOOM/VIDEO CONF COVID19-SOFTWARE	3.52
Invoice: 09/01/20-MD				243265	09/01/20-MD			1,503.88
				1,503.88	81011252	53510001069	IT/ZOOM/VIDEO CONF COVID19-SOFTWARE	1,503.88
Invoice: 09/03/20-MD				243266	09/03/20-MD			21.05
				21.05	81011252	53510001069	IT/ZOOM/VIDEO CONF COVID19-SOFTWARE	21.05
Invoice: 08/31/20-MD-B				243267	08/31/20-MD-B			590.37
				590.37	81011252	53550001069	IT/AMAZON/MONITORS COVID19-COMPUTER HARDWARE	590.37
Invoice: 09/04/20-MD				243268	09/04/20-MD			459.98
				459.98	81011252	53510001069	IT/DRI TRACKER/PDFXCHANGE COVID19-SOFTWARE	459.98

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
243269	09/05/20-MD	09/25/2020		USB0920	114.00
Invoice: 09/05/20-MD					
114.00	81011881 535100	IT/SCREENCASTOMATIC/ANNUAL SUBX IT - C/E COMPUTER SOFTWARE			
243270	09/08/20-MD	09/25/2020		USB0920	75.00
Invoice: 09/08/20-MD					
75.00	81011881 549100	IT/ACCIS/MEMBERSHIP: AH IT - C/E MISCELLANEOUS			
243271	09/10/20-MD	09/25/2020		USB0920	353.19
Invoice: 09/10/20-MD					
353.19	81011881 535500	IT/AMAZON/PRINTER: RN IT - C/E COMPUTER PARTS & EQ			
243272	09/10/20-MD-A	09/25/2020		USB0920	15.25
Invoice: 09/10/20-MD-A					
15.25	81011252 53510001069	IT/ZOOM/VIDEO CONF COVID19-SOFTWARE			
243273	09/11/20-MD	09/25/2020		USB0920	115.15
Invoice: 09/11/20-MD					
115.15	81011252 53110001069	IT/AMAZON/PHONE READERS COVID19-SUPPLIES			
243274	09/08/20-MD-A	09/25/2020		USB0920	98.83
Invoice: 09/08/20-MD-A					
98.83	81011252 53550001069	IT/AMAZON/WEBCAM, HEADSET: AQ COVID19-COMPUTER HARDWARE			
243275	09/10/20-MD-B	09/25/2020		USB0920	2,632.20
Invoice: 09/10/20-MD-B					
2,632.20	81011252 53550001069	IT/AMAZON/SURFACE DOCKS COVID19-COMPUTER HARDWARE			
243276	09/15/20-MD	09/25/2020		USB0920	-98.83
Invoice: 09/15/20-MD					
-98.83	81011252 53550001069	IT/AMAZON/RETURN COVID19-COMPUTER HARDWARE			
243277	09/15/20-MD-A	09/25/2020		USB0920	140.74
Invoice: 09/15/20-MD-A					
140.74	81011252 53110001069	IT/AMAZON/PHONE VIEWERS COVID19-SUPPLIES			
243278	09/14/20-MD	09/25/2020		USB0920	23.97
Invoice: 09/14/20-MD					
23.97	81011881 531100	IT/AMAZON/DUST OFF SPRAY IT - C/E SUPPLIES			
243279	09/14/20-MD-A	09/25/2020		USB0920	27.23
Invoice: 09/14/20-MD-A					
27.23	81011881 535500	IT/AMAZON/USB CABLE IT - C/E COMPUTER PARTS & EQ			
243280	09/15/20-MD-B	09/25/2020		USB0920	82.82
Invoice: 09/15/20-MD-B					
82.82	81011252 53550001069	IT/AMAZON/WEVCAM, HEADSET-AQ COVID19-COMPUTER HARDWARE			
243281	09/17/20-MD	09/25/2020		USB0920	10.16
Invoice: 09/17/20-MD					
10.16	81011252 53510001069	IT/ZOOM/VIDEO CONF COVID19-SOFTWARE			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE DTL DESC				
Invoice: 08/19/20-MD				243282	08/19/20-MD		09/25/2020	55.56
				55.56	81011252 53510001069		IT/ADOBE/EOC SOFTWARE COVID19-SOFTWARE	USB0920
Invoice: 09/10/20-MD-C				243283	09/10/20-MD-C		09/25/2020	43.69
				43.69	81011881 535500		IT/AMAZON/WIRELESS MOUSE IT - C/E COMPUTER PARTS & EQ	USB0920
Invoice: 08/30/20-KD				243284	08/30/20-KD		09/25/2020	54.45
				54.45	31011572 53110001069		EX/AMAZON/HEADSET COVID19-SUPPLIES	USB0920
Invoice: 08/29/20-KD				243285	08/29/20-KD		09/25/2020	10.00
				10.00	31111444 54245001018		EX/FACEBOOK/STP AD FOR OPEN HOUSES SUSTAINABLE TRANS-OUTREACH	USB0920
Invoice: 09/08/20-KD				243286	09/08/20-KD		09/25/2020	76.30
				76.30	31011572 549100		EX/CONSTANT CONTACT/CMR SUBX OUTREACH DUES, SUBS& MEMBER	USB0920
Invoice: 09/14/20-KD				243287	09/14/20-KD		09/25/2020	35.00
				35.00	31011572 443410		EX/MRSC/ONLINE WORKSHOP EX-GF-OUTREACH-TRAINING	USB0920
Invoice: 08/26/20-RL				243288	08/26/20-RL		09/25/2020	598.16
				598.16	32011152 549100		LEGAL/THOMSON REUTERS/SUBX SVCS LGL-GF-DUES & SUBSCRIPTIONS	USB0920
Invoice: 09/07/20-RL				243289	09/07/20-RL		09/25/2020	41.62
				41.62	31011131 531100		EX/AMAZON/OFFICE SUPPLIES EX-GF-SUPPLIES	USB0920
Invoice: 09/02/20-AL				243290	09/02/20-AL		09/25/2020	918.68
				918.68	31011252 53110001123		EX/PROJECT N958/RESPIRATORS FOR MRC FEMA EMPG-S GRANT-SUPPLIES	USB0920
Invoice: 09/10/20-AL				243291	09/10/20-AL		09/25/2020	81.60
				81.60	31011256 542450		EX/AMAZON/HAND SANITIZER EX-GF-EMERG PREP-COMM OUTREACH	USB0920
Invoice: 09/14/20-AL				243292	09/14/20-AL		09/25/2020	30.48
				30.48	31011256 549900		EX/SAFEWAY/GATORADE FOR BIFD EX-GF-EMERG PREP-MISC	USB0920
Invoice: 09/14/20-AL-A				243293	09/14/20-AL-A		09/25/2020	238.00
				238.00	31011252 53110001069		EX/PAYPAL/MICROFIBER FACE MASKS COVID19-SUPPLIES	USB0920
Invoice: 09/11/20-AL				243294	09/11/20-AL		09/25/2020	150.42
				150.42	31011256 549900		EX/SUBWAY/SANDWICHES FOR BIFD EX-GF-EMERG PREP-MISC	USB0920

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL			
						DESC			
Invoice: 09/03/20-CL				243295	09/03/20-CL	09/25/2020		USB0920	27.13
				27.13	63470586 544000	PCD/CLICK2MAIL/LEGAL NOTICE		POSTCARDS	
						CUR-DEV-ZONING-ADV			
Invoice: 09/25/20-CL				243296	09/25/20-CL	09/25/2020		USB0920	41.34
				41.34	63470586 544000	PCD/CLICK2MAIL/LEGAL NOTICE		POSTCARDS	
						CUR-DEV-ZONING-ADV			
Invoice: 09/21/20-DM				243297	09/21/20-DM	09/25/2020		USB0920	85.00
				85.00	73637891 443410	PW/EVERGREEN SAFETY/FLAGGER CLASS: MB			
						O&M-ALLOC ADM-TRAINING EXP			
Invoice: 09/02/20-DP				243298	09/02/20-DP	09/25/2020		USB0920	695.00
				695.00	41011141 549100	FIN/WWU EMARKETS/PS ECON FORCASTER SUBX			
						FIN-C/E-DUES, SUBS, MEMBERSHIPS			
Invoice: 09/01/20-JR				243299	09/01/20-JR	09/25/2020		USB0920	900.00
				900.00	61470581 545000	PCD/STORAGE981110/ARCHIVE STORAGE			
						PCD - DEV ADMIN RENTS & LEASES			
Invoice: 09/23/20-JR				243300	09/23/20-JR	09/25/2020		USB0920	29.42
				29.42	63011252 53110001069	PCD/AMAZON/LAPTOP RISER: AH			
						COVID19-SUPPLIES			
Invoice: 09/24/20-JR				243301	09/24/20-JR	09/25/2020		USB0920	27.19
				27.19	63011252 53110001069	PCD/AMAZON/ETHERNET CORDS: LL, KT			
						COVID19-SUPPLIES			
Invoice: 08/28/20-MS				243302	08/28/20-MS	09/25/2020		USB0920	76.25
				76.25	61011252 53110001069	PCD/AMAZON/LIGHTING KIT			
						COVID19-SUPPLIES			
Invoice: 08/31/20-MS				243303	08/31/20-MS	09/25/2020		USB0920	32.68
				32.68	61011252 53110001069	PCD/AMAZON/LAPEL MIC			
						COVID19-SUPPLIES			
Invoice: 08/24/20-WS				243304	08/24/20-WS	09/25/2020		USB0920	40.00
				40.00	53011212 443410	POL/ARCO/FUEL			
						POLICE - C/E PATROL TRAINING			
Invoice: 08/26/20-WS				243305	08/26/20-WS	09/25/2020		USB0920	45.00
				45.00	53011212 443410	POL/CHEVRON/FUEL			
						POLICE - C/E PATROL TRAINING			
Invoice: 09/02/20-WS				243306	09/02/20-WS	09/25/2020		USB0920	47.01
				47.01	53011212 443410	POL/SHELL/FUEL			
						POLICE - C/E PATROL TRAINING			
Invoice: 09/04/20-WS				243307	09/04/20-WS	09/25/2020		USB0920	48.00
				48.00	53011212 443410	POL/SHELL/FUEL			
						POLICE - C/E PATROL TRAINING			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 09/16/20-CW				243308	09/16/20-CW			947.21
				947.21	73011252	53110001069	PW/AMAZON/AIR FILTER CARTRIDGES COVID19-SUPPLIES	
Invoice: 09/17/20-CW				243309	09/17/20-CW			385.86
				385.86	73011252	53110001069	PW/AMAZON/AIR FILTER CARTRIDGES COVID19-SUPPLIES	
Invoice: 09/17/20-CW-A				243310	09/17/20-CW-A			321.55
				321.55	73011252	53110001069	PW/AMAZON/AIR FILTER CARTRIDGES COVID19-SUPPLIES	
Invoice: 09/22/20-KJ				243311	09/22/20-KJ			29.09
				29.09	36011143	531100	EXCC/AMAZON/FILE FOLDERS CLERK-C/E SUPPLIES	
Invoice: 08/31/20-KS				243312	08/31/20-KS			530.00
				530.00	41011141	541100	FIN/GFOA/CAFR APPL SUBMITTAL FIN - C/E ADMIN PROF SERVICES	
Invoice: 09/04/20-KS				243313	09/04/20-KS			35.00
				35.00	41011144	443410	FIN/GFOA/REV. INV. PORTF.: KS FIN - C/E TRAINING	
Invoice: 09/04/20-KS-A				243314	09/04/20-KS-A			85.00
				85.00	41011144	443410	FIN/GFOA/GOV WIDE FIN STMTS: KS FIN - C/E TRAINING	
Invoice: 09/18/20-KG				243315	09/18/20-KG			-570.00
				-570.00	72011324	443410	ENG/APWA/TRAINING REFUND ENG - C/E - TRAINING	
Invoice: 09/18/20-KG-A				243316	09/18/20-KG-A			-570.00
				-570.00	72011324	443410	ENG/APWA/TRAINING REFUND ENG - C/E - TRAINING	
Invoice: 09/23/20-KG				243317	09/23/20-KG			130.79
				130.79	72431831	531100	ENG/AMAZON/SAND BAGS ENG - SSWM ADM SUPPLIES	
Invoice: 08/25/20-CK				243318	08/25/20-CK			500.00
				500.00	73425358	443410	PW/GREEN RIVER CC/UTILITY CLASS: DEL O&M-WWTP-TRAINING	
Invoice: 09/01/20-CK				243320	09/01/20-CK			300.00
				300.00	73011189	545000	PW/STORAGE98110/STORAGE UNIT O&M - C/E FACIL RENTS & LEASES	
Invoice: 09/07/20-CK				243321	09/07/20-CK			16.34
				16.34	73411345	549100	PW/ADOBE/PRO SUBX DUES/SUBSCRIPTIONS	

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	66									
APP	001-213000		10/09/2020	USB0920	USBANK			GENERAL - ACCOUNTS PAYABLE		22,302.63	
APP	635-111100		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		10/09/2020	USB0920	USBANK			CASH			24,190.94
APP	407-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		10/09/2020	USB0920	USBANK			STREETS - ACCOUNTS PAYABLE		10.00	
APP	403-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		10/09/2020	USB0920	USBANK			ACCOUNTS PAYABLE		968.47	
APP	401-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		10/09/2020	USB0920	USBANK			ACCOUNTS PAYABLE		85.00	
APP	401-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		10/09/2020	USB0920	USBANK			ACCOUNTS PAYABLE		130.79	
APP	401-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		10/09/2020	USB0920	USBANK			ACCOUNTS PAYABLE		500.00	
APP	401-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		10/09/2020	USB0920	USBANK			ACCOUNTS PAYABLE		194.05	
APP	401-213000		10/09/2020	USB0920	USBANK			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										24,190.94	24,190.94
APP	631-130000		10/09/2020	USB0920	USBANK			DUE TO/FROM CLEARING		24,105.94	
APP	001-130000		10/09/2020	USB0920	USBANK			GENERAL - DUE TO/FROM CLEARING			22,302.63
APP	101-130000		10/09/2020	USB0920	USBANK			STREETS - DUE TO/FROM CLEARING			10.00
APP	407-130000		10/09/2020	USB0920	USBANK			DUE TO/FROM CLEARING			968.47
APP	403-130000		10/09/2020	USB0920	USBANK			DUE TO/FROM CLEARING			130.79
APP	402-130000		10/09/2020	USB0920	USBANK			DUE TO/FROM CLEARING			500.00
APP	401-130000		10/09/2020	USB0920	USBANK			DUE TO/FROM CLEARING			194.05
SYSTEM GENERATED ENTRIES TOTAL										24,105.94	24,105.94
JOURNAL 2020/10/66 TOTAL										48,296.88	48,296.88

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2020 10	66	10/09/2020	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	22,302.63	22,302.63
				FUND TOTAL	22,302.63	22,302.63
101 STREET FUND 101-130000 101-213000	2020 10	66	10/09/2020	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	10.00	10.00
				FUND TOTAL	10.00	10.00
401 WATER OPERATING FUND 401-130000 401-213000	2020 10	66	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	194.05	194.05
				FUND TOTAL	194.05	194.05
402 SEWER OPERATING FUND 402-130000 402-213000	2020 10	66	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	500.00	500.00
				FUND TOTAL	500.00	500.00
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2020 10	66	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	130.79	130.79
				FUND TOTAL	130.79	130.79
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2020 10	66	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	968.47	968.47
				FUND TOTAL	968.47	968.47
631 CLEARING FUND 631-130000 631-213000 635-111100	2020 10	66	10/09/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	24,105.94 85.00	24,190.94
				FUND TOTAL	24,190.94	24,190.94

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		22,302.63
101	STREET FUND		10.00
401	WATER OPERATING FUND		194.05
402	SEWER OPERATING FUND		500.00
403	STORM & SURFACE WATER FUND		130.79
407	BUILDING & DEVELOPMENT FUND		968.47
631	CLEARING FUND		
		24,105.94	
	TOTAL	24,105.94	24,105.94

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



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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354702	10/16/2020	PRTD	551 CENTURYLINK	243365	0225OCT20			
	Invoice: 0225OCT20					10/02/2020	M101420	119.78
				119.78	91011897	542100		
	Invoice: 0456OCT20					10/02/2020	M101420	79.99
				79.99	91421891	542100		
	Invoice: 0754OCT20					10/02/2020	M101420	70.95
				70.95	91411891	542100		
	Invoice: 1745OCT20					10/02/2020	M101420	56.34
				56.34	91011189	542100		
	Invoice: 3736OCT20					10/02/2020	M101420	119.78
				119.78	91011189	542100		
	Invoice: 5211OCT20					10/02/2020	M101420	210.20
				210.20	91011215	542100		
	Invoice: 8834OCT20					10/02/2020	M101420	69.99
				69.99	91411891	542100		
	Invoice: 9136OCT20					10/02/2020	M101420	159.10
				159.10	91011189	542100		
	Invoice: 9731OCT20					10/02/2020	M101420	62.29
				62.29	91011755	542100		
	Invoice: 9791OCT20					10/02/2020	M101420	137.80
				137.80	91011215	542100		
	Invoice: 9840OCT20					10/02/2020	M101420	50.35
				50.35	91411891	542100		
	Invoice: 9858OCT20					10/02/2020	M101420	50.35
				50.35	91411891	542100		
						CHECK	354702 TOTAL:	1,186.92

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354703	10/16/2020	PRTD	8866 MILLER, JON	237919	01/18/20			150.00
	Invoice: 01/18/20			150.00	41625860	586000	DAMAGE DEPOSIT REFUND SC/COMMONS ROOM DEP-DISBURSEME	
							CHECK 354703 TOTAL:	150.00
354704	10/16/2020	PRTD	9254 NELSON NYGAARD CONSU	240894	1			60,172.08
	Invoice: 1			60,172.08	72111444	54110001018	05/04/2020 SUSTAINABLE TRANSPORTATION PLA SUSTAINABLE TRANS-PROF SVC	
							CHECK 354704 TOTAL:	60,172.08
354705	10/16/2020	PRTD	1205 PUGET SOUND ENERGY	243377	3319SEP20			21.89
	Invoice: 3319SEP20			21.89	73416345	547100	10/08/2020 PW/CASEY ST WATER CASEY STREET WTR-ELECTRICITY	
	Invoice: 9932SEP20			243378	9932SEP20		10/08/2020 184 WINSLOW WAY E COMM EVENTS-ELECTRICITY	10.43
	Invoice: 828SEP20			243379	828SEP20		10/05/2020 TAYLOR WELLS LID17 PH1 GG-ROCKAWAY BCH-UTILITIES	379.07
	Invoice: IL3SEP20			243380	IL3SEP20		10/05/2020 ROUNDAABOUT HS/MAD IMPR GG-STRT-STREET LIGHTING-UTIL	30.10
	Invoice: 647SEP20			243381	647SEP20		10/05/2020 ST LTS/TRAFFIC CONTR GG-STRT-STREET LIGHTING-UTIL	45.53
	Invoice: IL9SEP20			243382	IL9SEP20		10/05/2020 MADISON AVE S GG-STRT-STREET LIGHTING-UTIL	108.61
	Invoice: 285SEP20			243383	285SEP20		10/05/2020 SPS NORTHTOWN/SPORTSMAN GG-SWR-ELECTRIC	230.22
	Invoice: 735SEP20			243384	735SEP20		10/05/2020 SHANNON DR/WFP DOCK GG-C/E-PARKS-ELECTRIC	53.35
	Invoice: 182SEP20			243385	182SEP20		10/05/2020 MUNI COURT METER E6 GG-C/E-COURT BLDG-ELECTRIC	53.95
				243386	058SEP20		10/05/2020	40.51

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 058SEP20				40.51 91011897 547100	NE HIDDEN COVE			
					GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 973SEP20				243388 973SEP20		10/05/2020	M101420	12.68
				12.68 91415345 547100	OC RESERVOIR LID17 PH2			
					GG-ROCKAWAY BCH-UTILITIES			
Invoice: 558SEP20				243389 558SEP20		10/05/2020	M101420	1,740.10
				1,740.10 91011897 547100	7315 NE HIDDEN COVE			
					GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 336SEP20				243390 336SEP20		10/05/2020	M101420	108.61
				108.61 91421355 547100	SLS-9 ISLAND TERRACE			
					GG-SWR-ELECTRIC			
Invoice: IL11SEP20				243391 IL11SEP20		10/05/2020	M101420	21.15
				21.15 91111263 547100	ST LTS WW MAD TO 305			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330SEP20				243392 520-330SEP20		10/05/2020	M101420	57.45
				57.45 91011768 547100	210 WINSLOW WAY E IRRIG			
					GG-C/E-PARKS-ELECTRIC			
Invoice: 823SEP20				243393 823SEP20		10/05/2020	M101420	10.43
				10.43 91011768 547100	BRIEN DR N/BOOTH EL PANEL			
					GG-C/E-PARKS-ELECTRIC			
Invoice: 682-B-SEP20				243394 682-B-SEP20		10/05/2020	M101420	28.80
				28.80 91111263 547100	MUNI PARKING LOT: MAD/MAD			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 736SEP20				243395 736SEP20		10/05/2020	M101420	59.38
				59.38 91011768 547100	SHANNON DR/WFP RESTROOM			
					GG-C/E-PARKS-ELECTRIC			
Invoice: 040-581SEP20				243396 040-581SEP20		10/05/2020	M101420	140.42
				140.42 91421355 547100	3900 HALLS HILL RD PUMP			
					GG-SWR-ELECTRIC			
Invoice: 884SEP20				243397 884SEP20		10/05/2020	M101420	95.90
				95.90 91421355 547100	SLS FERRY TERM			
					GG-SWR-ELECTRIC			
Invoice: 111SEP20				243398 111SEP20		10/05/2020	M101420	320.81
				320.81 91011215 547100	POL STN METER 2			
					GG-C/E-PD-ELECTRIC			
Invoice: 717SEP20				243399 717SEP20		10/05/2020	M101420	204.06
				204.06 91011215 547100	POL STN METER 1			
					GG-C/E-PD-ELECTRIC			
				243400 520-374SEP20		10/05/2020	M101420	54.57

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 520-374SEP20				54.57 91111264 547100				
					SIGNAL @ 108 OLY DR			
					GG-STREET-TRAF	CONTROL-UTILITY		
Invoice: 520-136SEP20				243401 520-136SEP20	10/05/2020		M101420	3,193.02
				3,193.02 91411345 547100				
					HOB BOOSTER PUMP/WELL			
					GG-WTR-ELECTRIC			
Invoice: IL5SEP20				243402 IL5SEP20	10/05/2020		M101420	100.47
				100.47 91111263 547100				
					COMMODORE OFF HS @ OLY			
					GG-STRT-STREET	LIGHTING-UTIL		
Invoice: 291SEP20				243403 291SEP20	10/05/2020		M101420	14.41
				14.41 91411345 547100				
					HEAD OF BAY WELL FIELD			
					GG-WTR-ELECTRIC			
Invoice: 031SEP20				243404 031SEP20	10/05/2020		M101420	129.13
				129.13 91421355 547100				
					SLS-6 LOVELL LOWER			
					GG-SWR-ELECTRIC			
Invoice: IL12SEP20				243405 IL12SEP20	10/05/2020		M101420	74.20
				74.20 91111263 547100				
					ST LTS WW 305 - FERNCLIFF			
					GG-STRT-STREET	LIGHTING-UTIL		
Invoice: 573SEP20				243406 573SEP20	10/05/2020		M101420	12.48
				12.48 91411345 547100				
					COMMODORE/HS RESERVOIR			
					GG-WTR-ELECTRIC			
Invoice: 040-714SEP20				243407 040-714SEP20	10/05/2020		M101420	13.36
				13.36 91021182 547100				
					7095 NE TWIN SPITS RD			
					GG-OS-PROP MNGT-ELECTRIC			
Invoice: 206SEP20				243408 206SEP20	10/05/2020		M101420	361.09
				361.09 91421355 547100				
					4586 PT WHT DR NE			
					GG-SWR-ELECTRIC			
Invoice: 256SEP20				243410 256SEP20	10/05/2020		M101420	316.95
				316.95 91421355 547100				
					SLS-8 HWY 305/HARBORVIEW			
					GG-SWR-ELECTRIC			
Invoice: 888SEP20				243411 888SEP20	10/05/2020		M101420	140.94
				140.94 91411345 547100				
					NE HS RD PUMP			
					GG-WTR-ELECTRIC			
Invoice: 658SEP20				243412 658SEP20	10/05/2020		M101420	51.86
				51.86 91421355 547100				
					SLS-4 IRENE/LOWER HAWLEY			
					GG-SWR-ELECTRIC			
Invoice: 520-298SEP20				243413 520-298SEP20	10/05/2020		M101420	252.30
				252.30 91421355 547100				
					SLS-5 WW/SUNDAY COVE			
					GG-SWR-ELECTRIC			
				243414 640SEP20	10/05/2020		M101420	13.51

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 640SEP20				13.51 91011768 547100	BRIEN DR S/BOOTH EL PANEL			
					GG-C/E-PARKS-ELECTRIC			
Invoice: 983SEP20				243415 983SEP20	10/05/2020		M101420	11.57
				11.57 91111264 547100	MILLER RD NE BEACON			
					GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 067SEP20				243416 067SEP20	10/05/2020		M101420	10.43
				10.43 91111263 547100	MADISON PARKING LOT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL7SEP20				243417 IL7SEP20	10/05/2020		M101420	74.99
				74.99 91111263 547100	MADISON PRJ HS TO WINSLOW II			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 466SEP20				243418 466SEP20	10/05/2020		M101420	10.43
				10.43 91111264 547100	MADISON/HS RAINBRINGER			
					GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 093SEP20				243419 093SEP20	10/05/2020		M101420	3,067.15
				3,067.15 91411345 547100	FLETCHER BAY WELL FIELD			
					GG-WTR-ELECTRIC			
Invoice: 444SEP20				243420 444SEP20	10/05/2020		M101420	113.07
				113.07 91011755 547100	BI COMMONS			
					GG-C/E-COMMONS-ELECTRIC			
Invoice: 461SEP20				243421 461SEP20	10/05/2020		M101420	5,664.50
				5,664.50 91425358 547100	WWTP			
					GG-WWTP-ELECTRIC			
Invoice: WW&305SEP20				243422 WW&305SEP20	10/05/2020		M101420	547.60
				547.60 91111264 547100	WINSLOW WAY & 305			
					GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 831SEP20				243423 831SEP20	10/05/2020		M101420	4,192.36
				4,192.36 91411345 547100	SANDS AVE WELL FIELD			
					GG-WTR-ELECTRIC			
Invoice: 797SEP20				243424 797SEP20	10/05/2020		M101420	90.38
				90.38 91011255 547100	MUNI COURT METER E3			
					GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 247SEP20				243425 247SEP20	10/05/2020		M101420	13.92
				13.92 91435838 547100	SSWM/DECANT			
					GG-DECANT-ELECTRIC			
Invoice: 143SEP20				243426 143SEP20	10/05/2020		M101420	10.43
				10.43 91111264 547100	REITAN RD/WELCOME TO BI			
					GG-STREET-TRAF CONTROL-UTILITY			
				243427 IL1SEP20	10/05/2020		M101420	219.45

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: IL1SEP20				219.45 91111263 547100	ERCKSN/MDSN/WNSLW/KNCHTL			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 710SEP20				243428 710SEP20	10/05/2020		M101420	74.94
				74.94 91421355 547100	SLS-2 VILLAGE CENTER			
					GG-SWR-ELECTRIC			
Invoice: 893SEP20				243429 893SEP20	10/05/2020		M101420	699.56
				699.56 91111263 547100	MUNI ST LIGHTING			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 040-751SEP20				243430 040-751SEP20	10/05/2020		M101420	10.43
				10.43 91411345 547100	520 ERICKSEN AVE PRV			
					GG-WTR-ELECTRIC			
Invoice: SPRINGSEP20				243431 SPRINGSEP20	10/05/2020		M101420	51.66
				51.66 91111263 547100	SPRINGRIDGE RD/HANSEN HILL			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: LYNCTRSEP20				243432 LYNCTRSEP20	10/05/2020		M101420	84.89
				84.89 91111263 547100	BLOSSOM HILL			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: BKLYN&MADSEP20				243433 BKLYN&MADSEP20	10/05/2020		M101420	13.81
				13.81 91111263 547100	N/BROOKLYN/MAD AVE ST LT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: 2360-MADSEP20				243434 2360-MADSEP20	10/05/2020		M101420	13.81
				13.81 91111263 547100	2360 MAD AVE N - E ENT ST LT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&ORDSEP20				243435 MAD&ORDSEP20	10/05/2020		M101420	13.81
				13.81 91111263 547100	MAD AVE N, ORDWAY CROSS ST LT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: NKLYN&NTOWNSEP20				243436 NKLYN&NTOWNSEP20	10/05/2020		M101420	13.81
				13.81 91111263 547100	N. BROOKLYN, N.TOWN ST LT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: WING&AZALEASEP20				243437 WING&AZALEASEP20	10/05/2020		M101420	11.38
				11.38 91111263 547100	WING PT & AZALEA AVE ST LT			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: W.OFMAD-PH1SEP20				243438 W.OFMAD-PH1SEP20	10/05/2020		M101420	945.62
				945.62 91111263 547100	W. OF MAD - BAINBRIDGE CO PH1			
					GG-STRT-STREET LIGHTING-UTIL			
Invoice: E.OFMAD-PH2SEP20				243439 E.OFMAD-PH2SEP20	10/05/2020		M101420	1,860.48
				1,860.48 91111263 547100	E. OF MAD - BAINBRIDGE CO PH2			
					GG-STRT-STREET LIGHTING-UTIL			
				243440 MAD&H.S.SEP20	10/05/2020		M101420	43.89

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	116									
APP	001-213000		10/16/2020	M101420	101620			GENERAL - ACCOUNTS PAYABLE		9,418.66	
APP	635-111100		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL CASH			93,834.73
APP	402-213000		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		7,663.59	
APP	401-213000		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		11,299.16	
APP	622-213000		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		150.00	
APP	101-213000		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL STREETS - ACCOUNTS PAYABLE		65,289.40	
APP	403-213000		10/16/2020	M101420	101620			AP CASH DISBURSEMENTS JOURNAL ACCOUNTS PAYABLE		13.92	
GENERAL LEDGER TOTAL										93,834.73	93,834.73
APP	631-130000		10/16/2020	M101420	101620			DUE TO/FROM CLEARING		93,834.73	
APP	001-130000		10/16/2020	M101420	101620			GENERAL - DUE TO/FROM CLEARING			9,418.66
APP	402-130000		10/16/2020	M101420	101620			DUE TO/FROM CLEARING			7,663.59
APP	401-130000		10/16/2020	M101420	101620			DUE TO/FROM CLEARING			11,299.16
APP	622-130000		10/16/2020	M101420	101620			DUE TO/FROM CLEARING			150.00
APP	101-130000		10/16/2020	M101420	101620			STREETS - DUE TO/FROM CLEARING			65,289.40
APP	403-130000		10/16/2020	M101420	101620			DUE TO/FROM CLEARING			13.92
SYSTEM GENERATED ENTRIES TOTAL										93,834.73	93,834.73
JOURNAL 2020/10/116 TOTAL										187,669.46	187,669.46

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2020 10	116	10/16/2020	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	9,418.66	9,418.66
				FUND TOTAL	9,418.66	9,418.66
101 STREET FUND 101-130000 101-213000	2020 10	116	10/16/2020	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	65,289.40	65,289.40
				FUND TOTAL	65,289.40	65,289.40
401 WATER OPERATING FUND 401-130000 401-213000	2020 10	116	10/16/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	11,299.16	11,299.16
				FUND TOTAL	11,299.16	11,299.16
402 SEWER OPERATING FUND 402-130000 402-213000	2020 10	116	10/16/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	7,663.59	7,663.59
				FUND TOTAL	7,663.59	7,663.59
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2020 10	116	10/16/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13.92	13.92
				FUND TOTAL	13.92	13.92
622 EXPENDABLE TRUST FUND 622-130000 622-213000	2020 10	116	10/16/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	150.00	150.00
				FUND TOTAL	150.00	150.00
631 CLEARING FUND 631-130000 635-111100	2020 10	116	10/16/2020	DUE TO/FROM CLEARING CASH	93,834.73	93,834.73
				FUND TOTAL	93,834.73	93,834.73

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		9,418.66
101	STREET FUND		65,289.40
401	WATER OPERATING FUND		11,299.16
402	SEWER OPERATING FUND		7,663.59
403	STORM & SURFACE WATER FUND		13.92
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND		
		93,834.73	
	TOTAL	93,834.73	93,834.73

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354707	10/21/2020	PRTD	551 CENTURYLINK	243633	4953OCT20	10/07/2020	M102120	69.99
	Invoice: 4953OCT20				69.99 91421891 542100	310 MADISON AVE SLS TELEM GG-SWR-FAC-PHONE		
	Invoice: 5127OCT20				243634 5127OCT20	10/07/2020	M102120	298.18
					298.18 71011183 54210000724	8804 MADISON AVE PD/COURT BLDG NON CAP-PHONE		
	Invoice: 5996OCT20				243635 5996OCT20	10/07/2020	M102120	89.88
					89.88 91011757 542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE		
						CHECK	354707 TOTAL:	458.05
354708	10/21/2020	PRTD	102 CITY OF BAINBRIDGE I	243637	RETREQ1-1074	08/26/2020	20200029 M102120	22,542.33
	Invoice: RETREQ1-1074				22,542.33 72111421 54810001074	2020 ASPHALT RPR-RET 2020 ASPHALT REPAIRS-R&M		
						CHECK	354708 TOTAL:	22,542.33
354709	10/21/2020	PRTD	7570 GRANITE CONSTRUCTION	243638	PAYREQ1-1074	08/26/2020	20200028 M102120	428,304.18
	Invoice: PAYREQ1-1074				428,304.18 72111421 54810001074	2020 ASPHALT REPAIR PROJECT 2020 ASPHALT REPAIRS-R&M		
						CHECK	354709 TOTAL:	428,304.18
354710	10/21/2020	PRTD	1205 PUGET SOUND ENERGY	243639	4376OCT20	10/19/2020	M102120	849.33
	Invoice: 4376OCT20				849.33 91011189 547101	OCT 2020 GREEN POWER CONTRACT ELECTRIC-GREEN POWER		
						CHECK	354710 TOTAL:	849.33
					NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***	452,153.89
						COUNT	AMOUNT	
					TOTAL PRINTED CHECKS	4	452,153.89	
							*** GRAND TOTAL ***	452,153.89

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	180									
APP	402-213000		10/21/2020	M102120	102120			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		69.99	
APP	635-111100		10/21/2020	M102120	102120			CASH AP CASH DISBURSEMENTS JOURNAL			452,153.89
APP	001-213000		10/21/2020	M102120	102120			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,237.39	
APP	101-213000		10/21/2020	M102120	102120			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		450,846.51	
GENERAL LEDGER TOTAL										452,153.89	452,153.89
APP	631-130000		10/21/2020	M102120	102120			DUE TO/FROM CLEARING		452,153.89	
APP	402-130000		10/21/2020	M102120	102120			DUE TO/FROM CLEARING			69.99
APP	001-130000		10/21/2020	M102120	102120			GENERAL - DUE TO/FROM CLEARING			1,237.39
APP	101-130000		10/21/2020	M102120	102120			STREETS - DUE TO/FROM CLEARING			450,846.51
SYSTEM GENERATED ENTRIES TOTAL										452,153.89	452,153.89
JOURNAL 2020/10/180 TOTAL										904,307.78	904,307.78

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2020 10	180	10/21/2020	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,237.39	1,237.39
				FUND TOTAL	1,237.39	1,237.39
101 STREET FUND 101-130000 101-213000	2020 10	180	10/21/2020	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	450,846.51	450,846.51
				FUND TOTAL	450,846.51	450,846.51
402 SEWER OPERATING FUND 402-130000 402-213000	2020 10	180	10/21/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	69.99	69.99
				FUND TOTAL	69.99	69.99
631 CLEARING FUND 631-130000 635-111100	2020 10	180	10/21/2020	DUE TO/FROM CLEARING CASH	452,153.89	452,153.89
				FUND TOTAL	452,153.89	452,153.89

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,237.39
101	STREET FUND		450,846.51
402	SEWER OPERATING FUND		69.99
631	CLEARING FUND	452,153.89	
		452,153.89	452,153.89
TOTAL		452,153.89	452,153.89

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354711	10/28/2020	PRTD	5 ACE HARDWARE	243334	47314/1	09/09/2020	10/25/20	56.46
						PW/WALLPLATE, FASTENERS		
				56.46	73011768	531100	O&M-C/E-PARKS-SUPPLIES	
				243335	47378/1	09/17/2020	10/25/20	21.78
						PW/BOAT SNAP		
				21.78	73011255	531100	O&M-C/E-COURT FAC-SUPPLIES	
				243339	47425/1	09/25/2020	10/25/20	152.49
						PW/WWTP MX SUPPLIES		
				152.49	73425358	531100	O&M-WWTP-SUPPLIES	
				243340	47430/1	09/25/2020	10/25/20	75.16
						PW/MX SUPPLIES		
				75.16	73411345	531100	OFFICE SUPPLIES	
				243341	47438/1	09/25/2020	10/25/20	40.30
						PW/HOSE CAP, ISO. ALCOHOL		
				40.30	73411345	531100	OFFICE SUPPLIES	
				243342	47446/1	09/29/2020	10/25/20	9.80
						PW/DUCT TAPE		
				9.80	73111264	531100	O&M-STREET-TRAF CONTROL-SUPPLY	
				243359	47471/1	10/05/2020	10/25/20	20.84
						PW/FASTENERS		
				20.84	73425358	531100	O&M-WWTP-SUPPLIES	
				243360	47482/1	10/07/2020	10/25/20	110.61
						PW/MX SUPPLIES		
				110.61	73431835	531100	OFFICE SUPPLIES	
						CHECK	354711 TOTAL:	487.44
354712	10/28/2020	PRTD	6891 AABL, INC.	243533	121531	09/30/2020	10/25/20	400.00
						DESIGN STANDARDS UPDATE SUPPOR		
				100.00	72431832	54110001052	DEV STANDARDS-SSWM-PROF SVCS	
				100.00	72421352	54110001052	DEV STANDARDS-SWR-PROF SVCS	
				100.00	72411342	54110001052	DEV STANDARDS-WTR-PROF SVCS	
				100.00	72111444	54110001052	DEV STANDARDS-STRT-PROF SVCS	
						CHECK	354712 TOTAL:	400.00
354713	10/28/2020	PRTD	7994 PENINSULA SERVICES	243361	94738	08/31/2020	10/25/20	128.00
						POL/MOBILE SHREDDING		
				128.00	51011211	541100	PD-C/E-ADM-PROF SVCS	
						CHECK	354713 TOTAL:	128.00

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354714	10/28/2020	PRTD	1014 ALLDATA LLC	243362	2005928883	09/29/2020	10/25/20	1,635.00
	Invoice: 2005928883			1,635.00	81011881	535100	IT/O&M MECH SOFTWARE IT - C/E COMPUTER SOFTWARE	
							CHECK 354714 TOTAL:	1,635.00
354715	10/28/2020	PRTD	8991 ALLIANCE 2020, INC	243363	578578	09/30/2020	10/25/20	118.55
	Invoice: 578578			118.55	33011161	541100	HR/BACKGROUND CHECK HR-C/E-PROF SVCS	
							CHECK 354715 TOTAL:	118.55
354716	10/28/2020	PRTD	7166 AMERICAN MESSAGING	243452	W4104492UJ	10/01/2020	10/25/20	94.23
	Invoice: W4104492UJ			94.23	73637891	542100	PW/MESSAGING SERVICES O&M - ALLOC FACIL TELEPHONE	
							CHECK 354716 TOTAL:	94.23
354717	10/28/2020	PRTD	4710 ASSOCIATED PETROLEU	243453	0228602-IN	07/28/2020	10/25/20	200.71
	Invoice: 0228602-IN			200.71	73638893	532000	PW/66.5GAL DIESEL O&M-FUEL USE-ALLOCATION	
	Invoice: 0228603-IN			243454	0228603-IN			575.03
				575.03	73638932	532000	PW/268 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0248002-IN			243455	0248002-IN			344.39
				344.39	73638893	532000	PW/157.7 GAL DIESEL O&M-FUEL USE-ALLOCATION	
	Invoice: 0248003-IN			243456	0248003-IN			377.96
				377.96	73638932	532000	PW/183.60 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0249754-IN			243457	0249754-IN			235.42
				235.42	73638893	532000	PW/92 GAL DIESEL O&M-FUEL USE-ALLOCATION	
	Invoice: 0249755-IN			243458	0249755-IN			282.84
				282.84	73638932	532000	PW/140 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0252493-IN			243459	0252493-IN			587.70
				587.70	73638932	532000	PW/250 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS	
	Invoice: 0253212-IN			243460	0253212-IN			280.64
							PW/117 GAL DIESEL	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC			
				280.64	73638893	532000	O&M-FUEL USE-ALLOCATION		
Invoice: 0253213-IN				243461	0253213-IN		10/01/2020	10/25/20	1,517.17
				1,517.17	73638932	532000	PW/760 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS		
							CHECK	354717 TOTAL:	4,401.86
354718	10/28/2020	PRTD	7821 AUS WEST LOCKBOX	243462	1991926878		09/24/2020	10/25/20	60.58
Invoice: 1991926878				60.58	73638893	589310	PW/LAUNDRY SERVICE LAUNDRY SERVICES		
Invoice: 1991936237				243463	1991936237		10/01/2020	10/25/20	60.58
				60.58	73638893	589310	PW/LAUNDRY SERVICE LAUNDRY SERVICES		
							CHECK	354718 TOTAL:	121.16
354719	10/28/2020	PRTD	1200 ARNESS INCORPORATED	243464	11506		09/18/2020	10/25/20	3,463.48
Invoice: 11506				3,463.48	73425358	548100	PW/7000 GAL PUMPED O&M-WWTP-REPAIRS		
							CHECK	354719 TOTAL:	3,463.48
354720	10/28/2020	PRTD	2138 ASPECT CONSULTING LL	243465	37762		07/21/2020	10/25/20	1,710.00
Invoice: 37762				1,710.00	73011370	54110000261	VINCENT LANDFILL MANGANESE INV VINCENT RD DUMP-PROF SVCS		
Invoice: 38438				243467	38438		09/22/2020	10/25/20	3,507.49
				3,507.49	73011370	54110000261	VINCENT LANDFILL MANGANESE INV VINCENT RD DUMP-PROF SVCS		
							CHECK	354720 TOTAL:	5,217.49
354721	10/28/2020	PRTD	1235 AT&T ONENET SERVICE	243468	1272600558		10/01/2020	10/25/20	13.35
Invoice: 1272600558				13.35	91011189	542100	FIN/FAX LONG DIST GG-C/E-CITY HALL-PHONE		
Invoice: 1272608741				243469	1272608741		10/01/2020	10/25/20	.67
				.67	91011189	542100	PCD/FAX LONG DIST GG-C/E-CITY HALL-PHONE		
							CHECK	354721 TOTAL:	14.02
354722	10/28/2020	PRTD	8904 BAINBRIDGE CHORALE	243470	F20201		10/07/2020	10/25/20	1,250.00
Invoice: F20201				1,250.00	31011732	54110000297	2020-21 CULTURAL FUNDING: OPER EX-GF-CULTURAL ARTS & SCIENCES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: S20202				243471 S20202	10/06/2020		10/25/20	1,250.00
				1,250.00 31011732 54110000297	2020-21 CULTURAL FUNDING: OPER	EX-GF-CULTURAL ARTS & SCIENCES		
					CHECK	354722	TOTAL:	2,500.00
354723 10/28/2020 PRD		47 BAINBRIDGE DISPOSAL	243472	0001015867	09/30/2020		10/25/20	170.89
Invoice: 0001015867				170.89 91011755 547900	SS/COMMONS DISP SVCS SEP 20	GG-C/E-COMMONS-GARBAGE		
					CHECK	354723	TOTAL:	170.89
354724 10/28/2020 PRD		9574 BAINBRIDGE LANDING L	243355	89255	10/14/2020		10/25/20	111.88
Invoice: 89255				111.88 411 122100	UB 13237 239 EBI LANE	WATER ACCOUNTS RECEIVABLE		
					CHECK	354724	TOTAL:	111.88
354725 10/28/2020 PRD		54 BAINBRIDGE RENTAL IN	243473	CON#67038	09/23/2020		10/25/20	200.27
Invoice: CON#67038				200.27 73020769 531100	PW/PRUNER	O&M-ROAD ENDS-SUPPLIES		
				243474 CON#67092	09/24/2020		10/25/20	10.44
Invoice: CON#67092				10.44 73111262 531100	PW/SCREW PLUG, GREASE	O&M-RDS-TRAILS-SUPPLIES		
					CHECK	354725	TOTAL:	210.71
354726 10/28/2020 PRD		55 BI REVIEW SUBSCRIPTI	243570	BI-609268 2020-2021	10/01/2020		10/25/20	80.00
Invoice: BI-609268		2020-2021		80.00 53011212 549100	POL/ANNUAL SUBX + TIP	PD-C/E-PATROL-DUES/SUBCR/MEMBR		
					CHECK	354726	TOTAL:	80.00
354727 10/28/2020 PRD		55 SOUND PUBLISHING, IN	243515	BIR909908	10/02/2020		10/25/20	78.00
Invoice: BIR909908				78.00 61011581 544000	PCD/DNS: SMP AMEND	PCD - C/E ADMIN ADVERTISING		
				243516 BIR909912	10/02/2020		10/25/20	73.20
Invoice: BIR909912				73.20 63470586 544000	PCD/NOA: PLN51525 SSDP	CUR-DEV-ZONING-ADV		
				243517 BIR909914	10/02/2020		10/25/20	70.80
Invoice: BIR909914				70.80 63470586 544000	PCD/NOA: BLD25006	CUR-DEV-ZONING-ADV		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: BIR910436				243518 BIR910436	10/09/2020		10/25/20	76.80
				76.80 63470586 544000	PCD/NOA: BLD24995 SFR	CUR-DEV-ZONING-ADV		
Invoice: BIR910438				243520 BIR910438	10/09/2020		10/25/20	74.40
				74.40 63470586 544000	PCD/NOD: BLD25033 DEM	CUR-DEV-ZONING-ADV		
Invoice: BIR909336				243571 BIR909336	09/25/2020		10/25/20	39.00
				39.00 11011113 544000	CC/ORD 2020-24	COUNCIL - LEGAL NOTICES		
					CHECK	354727 TOTAL:		412.20
354728 10/28/2020 PRTD		55	SOUND PUBLISHING, IN	243475 8000046	09/30/2020		10/25/20	15.00
Invoice: 8000046				15.00 33011161 544000	HR/AD: ADMIN III	HR-C/E-ADVERTISING		
					CHECK	354728 TOTAL:		15.00
354729 10/28/2020 PRTD		55	SOUND PUBLISHING, IN	243566 7996444-2512036	08/31/2020		10/25/20	125.00
Invoice: 7996444-2512036				125.00 55011757 544000	POL/RFP: BOAT CONCESSION	PD-HARBORMASTER-ADV		
Invoice: 7999904-2526675				243567 7999904-2526675	09/30/2020		10/25/20	55.50
				55.50 51011191 544000	POL/CLASSIFIEDS: PROPERTY	PD-C/E-PROP RM-ADVERTISING		
					CHECK	354729 TOTAL:		180.50
354730 10/28/2020 PRTD		57	BAY HAY & FEED	243476 1561092	10/08/2020		10/25/20	25.75
Invoice: 1561092				25.75 73011483 531100	PW/PROPANE	O&M-GF-MECH SHOP-SUPPLIES		
					CHECK	354730 TOTAL:		25.75
354731 10/28/2020 PRTD		9546	BENNETT, ABRA	243344 89247	10/14/2020		10/25/20	174.70
Invoice: 89247				174.70 421 122100	UB 12453 3250 POINT WHITE DRIVE NE	SEWER ACCOUNTS RECEIVABLE		
					CHECK	354731 TOTAL:		174.70
354732 10/28/2020 PRTD		7178	BAINBRIDGE ISL CHILD	243477 Q3 2020	10/13/2020		10/25/20	2,897.34
Invoice: Q3 2020				2,897.34 31017540 54110000297	2019-20 COMMUNITY SERVICES FUN	EX-BI CHILD CARE/B&G CLUB		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	354732	TOTAL:	2,897.34
354733	10/28/2020	PRTD	971 BAINBRIDGE ISLAND HI	243478 961	10/07/2020		10/25/20	3,000.00
	Invoice: 961				2020-21 CULTURAL FUNDING: OPER			
				3,000.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
					CHECK	354733	TOTAL:	3,000.00
354734	10/28/2020	PRTD	2476 BISSC	243479 Q3-2020 BIRD	10/07/2020		10/25/20	2,625.00
	Invoice: Q3-2020 BIRD				2019-20 COMMUNITY SERVICES FUN			
				2,625.00	31017690	54110100297	SEN CENTER-BAIN RES NETWORK PR	
	Invoice: Q3-2020 HSF				243480 Q3-2020 HSF		10/07/2020	11,250.00
					2019-20 COMMUNITY SERVICES FUN		10/25/20	
				11,250.00	31017690	54110000297	SEN CENTER-OPER SUPPORT	
	Invoice: Q3-2020				243481 Q3-2020		10/07/2020	1,250.00
					2020-21 CULTURAL FUNDING: SENI		10/25/20	
				1,250.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
					CHECK	354734	TOTAL:	15,125.00
354735	10/28/2020	PRTD	64 BAINBRIDGE ISLAND AR	243482 2023	10/09/2020		10/25/20	3,000.00
	Invoice: 2023				2018-2020 PAC ADMIN SUPPORT			
				3,000.00	31024759	54110200297	PUBLIC ART-MNGT SVCS	
	Invoice: 2024				243483 2024		10/09/2020	500.00
					EX/PUBLIC ART REIMB		10/25/20	
				500.00	31024759	54110001011	SOMETHING NEW PH2-PROF SVCS	
	Invoice: 2025				243484 2025		10/09/2020	7,500.00
					2020-21 CULTURAL FUNDING: OPER		10/25/20	
				7,500.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
					CHECK	354735	TOTAL:	11,000.00
354736	10/28/2020	PRTD	360 BUILDERS FIRSTSOURCE	243485 82070073	09/23/2020		10/25/20	1,354.43
	Invoice: 82070073				PW/LUMBER			
				1,354.43	990	141100	MERCHANDISE	
	Invoice: 82116241				243486 82116241		09/30/2020	26.11
					PW/TAPE, CAULK, SEAL		10/25/20	
				26.11	73411345	531100	OFFICE SUPPLIES	
	Invoice: 81800455				243487 81800455		08/18/2020	57.46
					PW/SEALANT, RUBBER CEMENT		10/25/20	
				57.46	73431835	531100	OFFICE SUPPLIES	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 82173156				243488 82173156	10/07/2020		10/25/20	62.51
				62.51 73111261 531100	PW/DECK SCREWS, LUMBER	OFFICE SUPPLIES		
Invoice: 82176537				243489 82176537	10/08/2020		10/25/20	140.63
				140.63 73111261 531100	PW/DECK SCREWS, LUMBER	OFFICE SUPPLIES		
Invoice: 82176550				243490 82176550	10/08/2020		10/25/20	16.34
				16.34 73111261 531100	PW/WOOD STAKES	OFFICE SUPPLIES		
					CHECK	354736 TOTAL:		1,657.48
354737 10/28/2020 PRTD		9414	CADD MICROSYSTEMS	243491 SO30023356	10/07/2020		10/25/20	638.75
Invoice: SO30023356				638.75 81011881 535100	IT/BUEBEAM LICENSE	IT - C/E COMPUTER SOFTWARE		
					CHECK	354737 TOTAL:		638.75
354738 10/28/2020 PRTD		8491	CHUCKALS, INC.	243492 1034585-0	10/06/2020		10/25/20	129.88
Invoice: 1034585-0				129.88 21011125 531100	CRT/OFFICE SUPPLIES	COURT - SUPPLIES		
Invoice: 1034585-1				243493 1034585-1	10/14/2020		10/25/20	134.14
				134.14 21011125 531100	CRT/OFFICE SUPPLIES	COURT - SUPPLIES		
					CHECK	354738 TOTAL:		264.02
354739 10/28/2020 PRTD		103	CITY OF BAINBRIDGE I	243495 BLD25089	10/12/2020		10/25/20	30,987.10
Invoice: BLD25089				30,987.10 72311942 64980000724	ENG/BLD25089	PD/COURT BLDG-PERMITS		
					CHECK	354739 TOTAL:		30,987.10
354740 10/28/2020 PRTD		104	CITY OF BREMERTON	243496 BKAT000564	10/01/2020		10/25/20	2,906.08
Invoice: BKAT000564				2,906.08 81011881 542420	IT/BROADCASTING SVCS	IT-C/E-TELEVISTED COUNCIL MEET		
					CHECK	354740 TOTAL:		2,906.08
354741 10/28/2020 PRTD		106	CITY OF POULSBO	243497 GEN0000297	10/08/2020		10/25/20	7,500.00
Invoice: GEN0000297				7,500.00 53011212 541100	POL/Q4 NAV SUPPORT	POLICE - C/E PATROL PROF SVCS		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	354741	TOTAL:	7,500.00
354742	10/28/2020	PRTD	142 COPIERS NORTHWEST IN	243498	INV2199230	09/24/2020	10/25/20	440.88
			Invoice: INV2199230	440.88	81011881 545000	IT/OCE PRINTER LEASE IT - C/E RENTS & LEASES		
					CHECK	354742	TOTAL:	440.88
354743	10/28/2020	PRTD	6101 E & S BRYAN INC	243499	2818	08/31/2020	10/25/20	330.00
			Invoice: 2818	330.00	41011141 541100	FIN/BUDGET REPORTS FIN - C/E ADMIN PROF SERVICES		
					CHECK	354743	TOTAL:	330.00
354744	10/28/2020	PRTD	6363 LN CURTIS & SONS	243500	INV426800	09/29/2020	10/25/20	1,555.55
			Invoice: INV426800	1,555.55	51011211 520000	POL/BODY ARMOR: CLARK PD-C/E ADMIN-BENEFITS		
					CHECK	354744	TOTAL:	1,555.55
354745	10/28/2020	PRTD	152 DAILY JOURNAL OF COM	243501	3358224	05/15/2020	10/25/20	302.40
			Invoice: 3358224	302.40	72111421 54400001074	ENG/AD: 2020 ROADS PROG 2020 ASPHALT REPAIRS-ADV		
					CHECK	354745	TOTAL:	302.40
354746	10/28/2020	PRTD	7357 THE DOCTORS CLINIC	243616	OMF6 AUG20	09/15/2020	10/25/20	200.00
			Invoice: OMF6 AUG20	125.00	53011212 541100	POL,PW/OCC HEALTH TESTING POLICE - C/E PATROL PROF SVCS		
				75.00	73637891 541100	PROFESSIONAL SERVICES		
					CHECK	354746	TOTAL:	200.00
354747	10/28/2020	PRTD	9573 ENDZELL, ALEXANDER &	243352	89254	10/14/2020	10/25/20	10.27
			Invoice: 89254	10.27	411 122100	UB 12629 350 MORRILL PLACE NE WATER ACCOUNTS RECEIVABLE		
					CHECK	354747	TOTAL:	10.27
354748	10/28/2020	PRTD	9575 ESTATE OF EUGENIA FO	243357	89257	10/14/2020	10/25/20	25.51
			Invoice: 89257	25.51	411 122100	UB 10832 860 CHERRY AVENUE NE WATER ACCOUNTS RECEIVABLE		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
							CHECK 354748 TOTAL:	25.51
354749	10/28/2020	PRTD	1953 FERGUSON ENTERPRISES	242893	CM123464	08/12/2020	10/25/20	-41.53
			Invoice: CM123464			PW/RETURN		
				-41.53	73431835 531100	OFFICE SUPPLIES		
			Invoice: 0900807	243503	0900807	08/05/2020	10/25/20	3,034.95
				3,034.95	73431835 531100	PW/MX SUPPLIES		
						OFFICE SUPPLIES		
			Invoice: 0906626-1	243504	0906626-1	08/27/2020	10/25/20	409.27
				409.27	73411345 531100	PW/DI MAX VIEW RDR LID HW		
						OFFICE SUPPLIES		
			Invoice: 0907966	243505	0907966	08/18/2020	10/25/20	382.79
				382.79	73425358 531100	PW/WWTP SUPPLIES		
						O&M-WWTP-SUPPLIES		
			Invoice: 0913288	243506	0913288	09/15/2020	10/25/20	890.38
				890.38	73431835 531100	PW/GRATE, CURB, PIPES		
						OFFICE SUPPLIES		
			Invoice: 0915031	243507	0915031	09/10/2020	10/25/20	408.91
				408.91	73413434 63110000708	PW/END CAP COUPLING		
						WYATT-MAD TO LOVELL-WTR-SUPPLY		
			Invoice: 0915799	243508	0915799	09/04/2020	10/25/20	1,182.95
				1,182.95	73425358 531100	PW/WWTP SUPPLIES		
						O&M-WWTP-SUPPLIES		
			Invoice: 0917614	243509	0917614	09/23/2020	10/25/20	1,014.09
				1,014.09	73413434 63110000708	PW/WYATT WAY SUPPLIES		
						WYATT-MAD TO LOVELL-WTR-SUPPLY		
			Invoice: 0918816	243510	0918816	09/15/2020	10/25/20	67.08
				67.08	73425358 531100	PW/WWTP SUPPLIES		
						O&M-WWTP-SUPPLIES		
			Invoice: 0921481	243511	0921481	09/23/2020	10/25/20	71.14
				71.14	73425358 531100	PW/PVC PARTS		
						O&M-WWTP-SUPPLIES		
			Invoice: 0923818	243512	0923818	10/01/2020	10/25/20	109.69
				109.69	73425358 531100	PW/WWTP SUPPLIES		
						O&M-WWTP-SUPPLIES		
						CHECK 354749 TOTAL:		7,529.72

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354756	10/28/2020	PRTD	2306 KITSAP COUNTY PROSEC	243534	OCT20			
	Invoice: OCT20							
				9,554.69	32011521	541112		
							10/06/2020	10/25/20
							LEGAL/OCT 2020 PROSEC SVCS	
							LGL-OUTSIDE PROSECUTOR	
							CHECK	354756 TOTAL:
								9,554.69
354757	10/28/2020	PRTD	1496 KITSAP COUNTY SEWER	243530	KCSD7-COBI-2020-OCT			
	Invoice: KCSD7-COBI-2020-OCT							
				21,181.39	73426356	551000		
							10/01/2020	10/25/20
							UB/348.55 ERU	
							SIS-SD#7 PROCESSING CHGS	
							CHECK	354757 TOTAL:
								21,181.39
354758	10/28/2020	PRTD	338 KITSAP COUNTY JAIL	243529	SEP20 DNA			
	Invoice: SEP20 DNA							
				3.87	41612860	586000		
							09/30/2020	10/25/20
							SEP20 OUT COURT REMIT: DNA COLLECTION	
							CRIME VICTIMS-OUT	
							CHECK	354758 TOTAL:
								3.87
354759	10/28/2020	PRTD	1505 KITSAP COUNTY TREASU	243531	SEP20			
	Invoice: SEP20							
				29.17	41612860	586000		
				7.00	41613860	586000		
							09/30/2020	10/25/20
							SEP20 OUT COURT REMIT	
							CRIME VICTIMS-OUT	
							COUNTY LAW LIB - DISB OUT	
							CHECK	354759 TOTAL:
								36.17
354760	10/28/2020	PRTD	199 KITSAP ECONOMIC DEVE	243532	CBI-3Q-20			
	Invoice: CBI-3Q-20							
				2,500.00	31011586	54110000297		
							10/01/2020	10/25/20
							EX/3Q 2020 ECON DEVEL SVCS	
							EX-GF-ECON DEV PLANNING	
							CHECK	354760 TOTAL:
								2,500.00
354761	10/28/2020	PRTD	8549 KINGWEST, LLC	243536	21522			
	Invoice: 21522							
				2,289.00	73111427	54810000354		
							10/01/2020	10/25/20
							PW/MTN VIEW RD HEMLOCK REMOVAL	
							TREE PRES & REMOVAL-ROADS	
							CHECK	354761 TOTAL:
								2,289.00
354762	10/28/2020	PRTD	1802 KITSAP CONSERVATION	243537	2020-3			
	Invoice: 2020-3							
				4,126.18	72011593	55100000871		
				4,126.19	72431835	55100000871		
							10/13/2020	10/25/20
							FARMLAND SSWM PLANNING	
							FARMLAND SSWM PLANNING-KCDONLY	
							FARMLAND SSWM PLANNING-KCDONLY	
							CHECK	354762 TOTAL:
								8,252.37

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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
354763	10/28/2020	PRTD	579 KITSAP SUN	243540	0003522499	09/30/2020		10/25/20	137.50		
Invoice: 0003522499						POL/DISPLAY AD: TOWN HALL					
				137.50	51011211 54400000589	PD-COMM OUTREACH-ADV					
								CHECK	354763 TOTAL:	137.50	
354764	10/28/2020	PRTD	579 KITSAP SUN	243538	0003440768CR	07/31/2020		10/25/20	-55.83		
Invoice: 0003440768CR						CC/INV OVERPAYMENT					
				-55.83	11011113 544000	COUNCIL - LEGAL NOTICES					
Invoice: 0003522376											
				243539	0003522376	09/30/2020		10/25/20	757.50		
				757.50	11011113 544000	EX/TOURISM, PLANNING, LTAC					
						COUNCIL - LEGAL NOTICES					
								CHECK	354764 TOTAL:	701.67	
354765	10/28/2020	PRTD	6577 LAKESIDE INDUSTRIES	243541	138433	09/26/2020		10/25/20	437.00		
Invoice: 138433						PW/5.14 TON HMA COMMERCIAL					
				437.00	73111423 531100	OFFICE SUPPLIES					
Invoice: 139087											
				243542	139087	09/30/2020		10/25/20	601.94		
				601.94	73111423 531100	PW/7.08 TON HMA COMMERCIAL					
						OFFICE SUPPLIES					
								CHECK	354765 TOTAL:	1,038.94	
354766	10/28/2020	PRTD	7849 LAW OFFICE OF THOMAS	243364	OCT20	10/07/2020		10/25/20	4,484.38		
Invoice: OCT20						LEGAL/PUB DEF SVCS OCT 2020					
				4,484.38	32011281 541113	LGL-PUBLIC DEFENDER					
								CHECK	354766 TOTAL:	4,484.38	
354767	10/28/2020	PRTD	5011 LEXISNEXIS RISK SOLU	243544	1272084-20200930	09/30/2020		10/25/20	163.50		
Invoice: 1272084-20200930						POL/SEP SUBX					
				163.50	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH					
								CHECK	354767 TOTAL:	163.50	
354768	10/28/2020	PRTD	9397 MILLENNIAL BUILDERS	243343	89246	10/14/2020		10/25/20	415.62		
Invoice: 89246						UB 13087 8686 RESERVE WAY					
				355.92	411 122100	WATER ACCOUNTS RECEIVABLE					
				59.70	411 122100	WATER ACCOUNTS RECEIVABLE					
								CHECK	354768 TOTAL:	415.62	

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354769	10/28/2020	PRTD	8642 MULTICARE CENTERS OF	243545 141269	10/01/2020		10/25/20	100.00
	Invoice: 141269			100.00 73111290 541100	PW/DOT EXAM: MB	O&M-STREET-MAINT O/H-PRO SVCS		
					CHECK	354769 TOTAL:		100.00
354770	10/28/2020	PRTD	8888 NATIONAL INTERNAL AF	243546 902	10/19/2020		10/25/20	100.00
	Invoice: 902			100.00 51011211 549100	POL/AGENCY DUES	PD-C/E-ADM-DUES/SUBCR/MEMBRSH		
					CHECK	354770 TOTAL:		100.00
354771	10/28/2020	PRTD	5991 NW ENVIRONMENTAL TRA	243547 r-25953	09/25/2020		10/25/20	375.00
	Invoice: r-25953			375.00 72470321 443410	ENG/CESCL: MM	ENG - DEV ADM TRAINING		
					CHECK	354771 TOTAL:		375.00
354772	10/28/2020	PRTD	2430 OGDEN MURPHY WALLACE	243600 843678	10/13/2020		10/25/20	11,944.57
	Invoice: 843678			14.19 32470152 54111100844	LEGAL/PROF SVCS SEP 2020	LIT-CLARK ADMIN APPEAL(SUP CT)		
				16.00 32470152 54111100892		LIT-CAINION SUP CT WRIT		
				1,417.50 32470152 54111100893		LIT-CAINION (APA SUP CT)		
				157.50 32011152 54111100926		LIT-KC REALTORS-SUP CT		
				220.50 32470152 54111101059		LIT-CLARK COMPLAINT (SUP CT)		
				142.90 32470152 54111101067		URBAN BAINBRIDGE (GMHB)		
				126.00 32011152 54111001020		SMALL CELL WIRELESS ORD		
				5,691.98 32011152 54111001020		SMALL CELL WIRELESS ORD		
				693.00 91011211 541110		GG-C/E-CIVIL SVC-LEGAL ADVICE		
				63.00 32470152 54111100896		LIT-BAINBRIDGE ALLIANCE		
				3,402.00 32011152 54111000627		LGL-CH SOLAR SYSTEM PURCHASE		
					CHECK	354772 TOTAL:		11,944.57
354773	10/28/2020	PRTD	4111 OLYMPIC SPRINGS INC	243548 332754	09/30/2020		10/25/20	34.66
	Invoice: 332754			34.66 73425358 531100	PW/PURIFIED WATER	O&M-WWTP-SUPPLIES		
					CHECK	354773 TOTAL:		34.66
354774	10/28/2020	PRTD	9267 PAYGOV	243549 562	10/15/2020		10/25/20	3,750.52
	Invoice: 562			3,750.52 91011423 54110001069	FIN/CC FEES SEPT2020	COVID19-CREDIT CARD PROC FEES		

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	354774	TOTAL:	3,750.52
354775	10/28/2020	PRTD	9576 PINZON, KERI	243358 89258	10/14/2020		10/25/20	189.80
	Invoice: 89258			189.80 411 122100	UB 12789 818	CURTIS LOOP NE		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	354775	TOTAL:	189.80
354776	10/28/2020	PRTD	8229 PIPER THORNBURGH	243550 09/30/20	09/30/2020		10/25/20	60.00
	Invoice: 09/30/20			60.00 21011125 541210	CRT/1HR PRO TEMP			
						COURT - JUDGE PRO TEMPORE SVCS		
					CHECK	354776	TOTAL:	60.00
354777	10/28/2020	PRTD	2203 PUBLIC SAFETY TESTIN	243551 2020-0537	10/15/2020		10/25/20	271.00
	Invoice: 2020-0537			271.00 91011211 541100	Q3 2020 SUBX FEES			
						GG-C/E-CIVIL SVC-PROF SVCS		
					CHECK	354777	TOTAL:	271.00
354778	10/28/2020	PRTD	9440 QBSI-XEROX	243552 INV2418557	09/27/2020		10/25/20	48.69
	Invoice: INV2418557			48.69 21011125 545000	CRT/COPIER LEASE			
						COURT - RENTS & LEASES - OPER		
					CHECK	354778	TOTAL:	48.69
354779	10/28/2020	PRTD	7435 RANDY KAN PORTABLE R	243553 1916590	09/10/2020		10/25/20	180.00
	Invoice: 1916590			180.00 73011768 545000	PW/EAGLE HARBOR CANS			
						O&M-C/E-PARKS-OP LEASES		
	Invoice: 1916591			243554 1916591	09/10/2020		10/25/20	90.00
				90.00 73011768 545000	PW/CREOSOTE CAN			
						O&M-C/E-PARKS-OP LEASES		
	Invoice: 1916592			243555 1916592	09/10/2020		10/25/20	90.00
				90.00 73435838 545000	PW/VINVENT RD CAN			
						O&M-DECANT-RENTS		
	Invoice: 1916593			243556 1916593	09/10/2020		10/25/20	90.00
				90.00 73011897 545000	PW/HIDDEN COVE CAN			
						O&M-C/E-PWYD FAC-RENTS		
					CHECK	354779	TOTAL:	450.00

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CASH ACCOUNT: 635	111100	CASH										
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET			
										INVOICE DTL	DESC	
354780	10/28/2020	PRTD	7602 REBECCA DEAN PLLC	243557	1147	10/01/2020		10/25/20	6,868.25			
	Invoice: 1147					HR/INVESTIGATIVE SVCS	SEPT 2020					
				6,868.25	33011161	541100						
										CHECK	354780	TOTAL: 6,868.25
354781	10/28/2020	PRTD	394 RED'S ELECTRIC MOTOR	243558	36820	08/18/2020		10/25/20	406.02			
	Invoice: 36820					PW/SVC CALL: IRR PUMP @ FOF						
				406.02	73011319	54810000827	FARM MAINT PROJECTS	TBD				
										CHECK	354781	TOTAL: 406.02
354782	10/28/2020	PRTD	5612 RH2 ENGINEERING INC	243560	77638	09/08/2020		10/25/20	10,113.03			
	Invoice: 77638					CHLORINE GENERATOR UPGRADES						
				10,113.03	72413434	66300000987	CHLORINE GEN UPGRADE-CONSTR					
	Invoice: 77965											
				10,808.89	72413434	66300000987	CHLORINE GEN UPGRADE-CONSTR					
										CHECK	354782	TOTAL: 20,921.92
354783	10/28/2020	PRTD	9291 ROOST NEIGHBORHOOD P	243345	89248	10/14/2020		10/25/20	405.95			
	Invoice: 89248					UB 13202 4533 FLYING GOAT AVE NE D-220						
				165.30	421	122100	SEWER ACCOUNTS RECEIVABLE					
				181.83	421	122100	SEWER ACCOUNTS RECEIVABLE					
				58.82	421	122100	SEWER ACCOUNTS RECEIVABLE					
										CHECK	354783	TOTAL: 405.95
354784	10/28/2020	PRTD	9572 ROSE, STEPHANIE	243351	89253	10/14/2020		10/25/20	16.40			
	Invoice: 89253					UB 12302 1339 STONECRESS LANE						
				16.40	411	122100	WATER ACCOUNTS RECEIVABLE					
										CHECK	354784	TOTAL: 16.40
354785	10/28/2020	PRTD	617 S & B INC	243563	25604A	09/30/2020		10/25/20	3,445.15			
	Invoice: 25604A					PW/ROTORK REPL BOARDS						
				3,445.15	73425358	531100	O&M-WWTP-SUPPLIES					
										CHECK	354785	TOTAL: 3,445.15
354786	10/28/2020	PRTD	9571 SCHULER, MICHELE	243350	89252	10/14/2020		10/25/20	77.18			
	Invoice: 89252					UB 12202 8123 ELEANOR PLACE NE						
				77.18	411	122100	WATER ACCOUNTS RECEIVABLE					

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	354786 TOTAL:	77.18
354787	10/28/2020	PRTD	6820 RICH BOTTALICO	243564 2300	07/23/2020	10/25/20		475.00
	Invoice: 2300			475.00 73637942 531100	PW/MOD Y PIPE, NEW ENDS, WELD INT'L AQUATECH R&M-SUPPLIES			
	Invoice: 2301			243565 2301	07/23/2020	10/25/20		630.00
				630.00 73111427 531100	PW/WINSLOW WAY BENCHES OFFICE SUPPLIES			
						CHECK	354787 TOTAL:	1,105.00
354788	10/28/2020	PRTD	7173 SKILLINGS CONNOLLY I	243640 12550	10/07/2020	10/25/20		36,650.95
	Invoice: 12550			36,650.95 72321953 64110000715	SPORTSMAN CLUB & NEW BROOKLYN SP CLUB/NB INTERSECTN-DESIGN			
						CHECK	354788 TOTAL:	36,650.95
354789	10/28/2020	PRTD	9566 SMARTSHEET INC.	243572 INV253831	10/09/2020	10/25/20		1,635.00
	Invoice: INV253831			490.50 72411342 535100	IT/PROJECT SOFTWARE FOR ENG ENG-WTR-SOFTWARE			
				490.50 72421352 535100	ENG-SWR-SOFTWARE			
				490.50 72011322 535100	ENG-GF-SOFTWARE			
				163.50 72431832 535100	ENG-SSWM-SOFTWARE			
						CHECK	354789 TOTAL:	1,635.00
354790	10/28/2020	PRTD	8040 SOLENIS LLC	243573 131693609	09/23/2020	10/25/20		4,468.02
	Invoice: 131693609			4,468.02 73425358 531100	PW/PRAESTOL O&M-WWTP-SUPPLIES			
						CHECK	354790 TOTAL:	4,468.02
354791	10/28/2020	PRTD	601 SOUND REPROGRAPHICS	243574 79946	09/24/2020	10/25/20		81.36
	Invoice: 79946			40.68 61011252 53110001069	PCD,ENG/WINDOW CLINGS COVID19-SUPPLIES			
				40.68 72011252 53110001069	COVID19-SUPPLIES			
	Invoice: 79947			243575 79947	09/25/2020	10/25/20		350.21
				175.11 61011252 53110001069	PCD,ENG/VEHICLE MAGNETS COVID19-SUPPLIES			
				175.10 72011252 53110001069	COVID19-SUPPLIES			
						CHECK	354791 TOTAL:	431.57

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 20-07099				243589	20-07099	10/06/2020		10/25/20	193.20
				193.20	73411345 54110000391	PW/HEAD OF BAY, FLETCHER BAY TESTING LAB SVCS-WATER			
Invoice: 20-07119				243590	20-07119	10/06/2020		10/25/20	136.29
				136.29	73411345 54110000391	PW/ECOLI TESTING LAB SVCS-WATER			
Invoice: 20-07154				243591	20-07154	10/06/2020		10/25/20	155.76
				155.76	73411345 54110000391	PW/ECOLI TESTING LAB SVCS-WATER			
Invoice: 20-07185				243592	20-07185	10/07/2020		10/25/20	64.40
				64.40	73411345 54110000391	PW/COMMODORE TESTING LAB SVCS-WATER			
Invoice: 20-07240				243593	20-07240	10/08/2020		10/25/20	211.60
				211.60	73411345 54110000391	PW/ECOLI TESTING LAB SVCS-WATER			
Invoice: 20-07270				243594	20-07270	10/08/2020		10/25/20	211.60
				211.60	73411345 54110000391	PW/ECOLI TESTING LAB SVCS-WATER			
Invoice: 20-07271				243595	20-07271	10/08/2020		10/25/20	21.16
				21.16	73415345 54110000391	PW/ECOLI TESTING LAB SVCS-WATER ROCKAWAY			
Invoice: 20-07278				243596	20-07278	10/08/2020		10/25/20	21.16
				21.16	73011897 54110000391	PW/ECOLI TESTING LAB SVCS-PWY FAC			
						CHECK	354793	TOTAL:	1,942.68
354794	10/28/2020	PRTD	2467 STAPLES	243597	3458539483	10/03/2020		10/25/20	211.57
Invoice: 3458539483				105.79	51011211 531100	POL/COPY PAPER PD-C/E-ADM-SUPPLIES			
				42.31	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				63.47	53011212 531100	PD-C/E-PATROL SUPPLIES			
Invoice: 3458539484				243598	3458539484	10/03/2020		10/25/20	19.61
				19.61	51011211 531100	PW/MOUSE PD-C/E-ADM-SUPPLIES			
Invoice: 3458539485				243601	3458539485	10/03/2020		10/25/20	17.85
				17.85	51011215 531100	POL/DISH SOAP POLICE - C/E FACIL SUPPLIES			
Invoice: 8059879044				243602	8059879044	10/03/2020		10/25/20	73.73
				73.73	72011321 531100	ENG/OFFICE SUPPLIES ENG - C/E ADMIN SUPPLIES			

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 8059879066	243603	8059879066			10/03/2020		10/25/20	90.66
					PCD/OFFICE SUPPLIES			
	17.48	61011252	53110001069		COVID19-SUPPLIES			
	73.18	61011581	531100		PCD - C/E ADMIN SUPPLIES			
					CHECK	354794	TOTAL:	413.42
354795 10/28/2020 PRD Invoice: 0208485-IN	243604	0208485-IN			10/07/2020		10/25/20	7,548.06
					IT/SHORETEL PHN ANNUAL MX-UPGRADE			
	7,548.06	81011881	541100		IT - C/E PROF SERVICES			
					CHECK	354795	TOTAL:	7,548.06
354796 10/28/2020 PRD Invoice: 117109	243605	117109			09/22/2020		10/25/20	429.00
					LEGAL/PROF SVCS AUG 2020			
	297.00	32011152	54111001069		COVID19-LEGAL ADVICE			
	132.00	32011152	54111000870		LGL-HR (NON-BARGAINING)			
					CHECK	354796	TOTAL:	429.00
354797 10/28/2020 PRD Invoice: 574071148	243606	574071148			09/21/2020		10/25/20	358.07
					PW/COMPOST			
	358.07	73637948	531100		O&M ALLOC-CITY WIDE SUPPLIES			
Invoice: 574338216	243607	574338216			09/22/2020		10/25/20	498.26
					PW/FLOOR MAT, WASTE BAGS			
	498.26	73637948	531100		O&M ALLOC-CITY WIDE SUPPLIES			
					CHECK	354797	TOTAL:	856.33
354798 10/28/2020 PRD Invoice: Q2-2020	243608	Q2-2020			07/22/2020		10/25/20	433.80
					Q2 2020 LEOFF1 REIMB			
	433.80	91029211	521500		POLICE - INS ADD MEDICAL COSTS			
Invoice: Q3-2020	243609	Q3-2020			10/01/2020		10/25/20	433.80
					Q3 2020 LEOFF1 REIMB			
	433.80	91029211	521500		POLICE - INS ADD MEDICAL COSTS			
					CHECK	354798	TOTAL:	867.60
354799 10/28/2020 PRD Invoice: 843161587	243610	843161587			10/04/2020		10/25/20	501.40
					CRT/SUBX			
	501.40	21011125	549100		COURT-DUES/SUBSCR/MEMBERSHIPS			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
						CHECK	354799 TOTAL:	501.40
354800	10/28/2020	PRTD	9570 TORSETH, THERESA & R	243349 89251	10/14/2020		10/25/20	288.20
	Invoice: 89251			288.20 411 122100	UB 11802 456 EAKIN DRIVE NW			
					WATER ACCOUNTS RECEIVABLE			
						CHECK	354800 TOTAL:	288.20
354801	10/28/2020	PRTD	6714 TOSHIBA FINANCIAL SE	243612 27966563	10/09/2020		10/25/20	271.36
	Invoice: 27966563			271.36 61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
	Invoice: 27992096			243613 27992096	10/14/2020		10/25/20	257.86
				257.86 51011211 545000	POL/COPIER LEASE			
					PD-C/E-ADMIN RENTS/LEASE			
						CHECK	354801 TOTAL:	529.22
354802	10/28/2020	PRTD	2190 UNITED PARCEL SERVIC	243615 000028Y3Y1400	09/30/2020		10/25/20	37.05
	Invoice: 000028Y3Y1400			37.05 91011215 542500	POL/SHIPPING			
					GG-C/E-PD-POSTAGE			
						CHECK	354802 TOTAL:	37.05
354803	10/28/2020	PRTD	7314 US BANK	243336 47400/1	09/22/2020		10/25/20	110.02
	Invoice: 47400/1			110.02 73421355 531100	PW/MX SUPPLIES			
					WIN COLL-SUPPLIES			
	Invoice: 47402/1			243337 47402/1	09/22/2020		10/25/20	39.95
				39.95 73411345 531100	PW/CLAMPS			
					OFFICE SUPPLIES			
	Invoice: 47410/1			243338 47410/1	09/23/2020		10/25/20	80.32
				80.32 73411345 531100	PW/WATER MX SUPPLIES			
					OFFICE SUPPLIES			
						CHECK	354803 TOTAL:	230.29
354804	10/28/2020	PRTD	553 UTILITIES UNDERGROUN	243614 0090113	09/30/2020		10/25/20	247.68
	Invoice: 0090113			247.68 73637893 54110000393	PW/EXCAVATION NOTICES			
					O&M ALLOC-LOCATING SVCS			
						CHECK	354804 TOTAL:	247.68

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
354805	10/28/2020	PRTD	4126 VIKING FENCE COMPANY	243617 20-0372	10/05/2020		10/25/20	1,837.74
	Invoice: 20-0372			1,837.74 73011755 541100	PW/14' OF 5' CHAIN LINK			
					O&M-COMMONS PROF SVCS			
					CHECK	354805	TOTAL:	1,837.74
354806	10/28/2020	PRTD	9373 VISIT BAINBRIDGE ISL	243618 102	09/30/2020		10/25/20	10,243.99
	Invoice: 102			10,243.99 91140573 541100	2020 LTAC (MULTI-MEDIA DESTINA			
					GG-TOUR-PROF SERVICES			
					CHECK	354806	TOTAL:	10,243.99
354807	10/28/2020	PRTD	8896 VISIT KITSAP PENINSU	243619 11309	09/28/2020		10/25/20	3,000.00
	Invoice: 11309			3,000.00 91140573 541100	2020 LTAC (LODGING & TOURISM M			
					GG-TOUR-PROF SERVICES			
					CHECK	354807	TOTAL:	3,000.00
354808	10/28/2020	PRTD	167 WA ST DEPT OF ECOLOG	243502 21-wa0020907-1	09/18/2020		10/25/20	3,109.32
	Invoice: 21-wa0020907-1			3,109.32 73425358 549800	PW/2021 WQPM FEE			
					O&M-WWTP-PERMITS			
					CHECK	354808	TOTAL:	3,109.32
354809	10/28/2020	PRTD	2251 WA ST TREASURER	243620 SEP20	09/30/2020		10/25/20	2,147.46
	Invoice: SEP20			619.90 41611860 586000	SEP20 OUT COURT REMIT			
				261.66 41610860 586000	PSEA 60% OUT			
				104.54 41619860 586000	PSEA 30% OUT			
				91.80 41616860 586000	PSEA 3 - STATE DISB OUT			
				36.77 41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				218.08 41614860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				.12 41615860 586000	JUDICIAL INFO SYST.-OUT			
				.69 41615860 586000	BREATH TEST-CUSTODIAL			
				15.51 41615860 586964	BREATH TEST-CUSTODIAL			
				45.74 41618860 586000	DNA COLLECTION			
				2.91 41612860 586311	TRAUMA CARE-OUT			
				234.21 41618860 586000	TRAUMA CARE-OUT			
				49.80 41618860 586000	DOM VIOLENCE PROT ORD VIOLATIO			
				282.60 41618860 586000	TRAUMA CARE-OUT			
				183.13 41615860 586961	TRAUMA CARE-OUT			
					STATE CRIME LAB			
				243621 SEP20 SBCC	09/30/2020		10/25/20	343.50
Invoice: SEP20 SBCC				343.50 41652860 586000	SEP20 OUT COURT REMIT - SBCC			
					SBCC BLDG.-OUT			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
					CHECK	354809	TOTAL:	2,490.96
354810	10/28/2020	PRTD	9538 WALLACE COTTAGES LLC	243356 89256	10/14/2020		10/25/20	13.71
	Invoice: 89256			13.71 411 122100	UB 13266	720 FORDS COURT NW		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	354810	TOTAL:	13.71
354811	10/28/2020	PRTD	4513 WM CORPORATE SERVICE	243622 0037682-1048-0	10/01/2020	21900056	10/25/20	2,831.88
	Invoice: 0037682-1048-0			2,831.88 73425358 54790100551	BIOSOLIDS LANDFILL DISPOSAL			
						BIOSOLIDS WASTE DISPOSAL		
					CHECK	354811	TOTAL:	2,831.88
354812	10/28/2020	PRTD	9568 WEAVER, DAWN	243347 89249	10/14/2020		10/25/20	36.49
	Invoice: 89249			36.49 411 122100	UB 10660	1047 BLUE HERON AVENUE NE		
						WATER ACCOUNTS RECEIVABLE		
					CHECK	354812	TOTAL:	36.49
354813	10/28/2020	PRTD	5709 WEBCHECK INC	243623 6742	10/01/2020		10/25/20	425.10
	Invoice: 6742			212.55 43411341 541100	FIN/WEBCHECK SVCS SEP2020			
				212.55 43421351 541100	FIN - WATER ADMIN PROF SERVICE			
					FIN - SEWER ADMIN PROF SERVICE			
					CHECK	354813	TOTAL:	425.10
354814	10/28/2020	PRTD	499 WESTBAY AUTO PARTS I	243624 571898	09/04/2020		10/25/20	58.86
	Invoice: 571898			58.86 73638935 531100	PW/SD PAPER			
					O&M-STD ALLOCATION-SUPPLIES			
	Invoice: 576194			243625 576194	09/22/2020		10/25/20	205.09
				205.09 73638935 531100	PW/GLOVES			
					O&M-STD ALLOCATION-SUPPLIES			
	Invoice: 576566			243626 576566	09/23/2020		10/25/20	31.27
				31.27 73638935 531100	PW/GREASE, WIRE			
					O&M-STD ALLOCATION-SUPPLIES			
	Invoice: 578060			243627 578060	09/29/2020		10/25/20	20.91
				20.91 73111427 531100	PW/PARKING BRAKE SWTICH			
					OFFICE SUPPLIES			
	Invoice: 578148			243628 578148	09/29/2020		10/25/20	46.50
				4.67 990 141100	PW/OIL FILTERA, SILICONE			
				41.83 73638935 531100	MERCHANDISE			
					O&M-STD ALLOCATION-SUPPLIES			

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 578372				243629 578372	09/30/2020		10/25/20	51.59
				51.59 73011483 531100	PW/1/4" REGULATOR			
					O&M-GF-MECH SHOP-SUPPLIES			
					CHECK		354814 TOTAL:	414.22
354815 10/28/2020 PRTD		7175	WINERY ALLIANCE OF B	243630 993	09/15/2020		10/25/20	3,859.21
Invoice: 993				3,859.21 91140573 541100	2020 LTAC (WINE ON THE ROCK EV			
					GG-TOUR-PROF SERVICES			
					CHECK		354815 TOTAL:	3,859.21
354816 10/28/2020 PRTD		8115	XYLEM DEWATERING SOL	243631 401038755	09/24/2020		10/25/20	1,165.47
Invoice: 401038755				1,165.47 73421355 54500001017	PW/PUMP RENTAL			
					CLEAN SR305 WET WELL-RENTS			
					CHECK		354816 TOTAL:	1,165.47
354817 10/28/2020 PRTD		2607	ZEE MEDICAL SERVICE	243632 68407513	10/08/2020		10/25/20	121.45
Invoice: 68407513				121.45 73637891 531100	PW/FIRST AID RESTOCK			
					OFFICE SUPPLIES			
					CHECK		354817 TOTAL:	121.45
				NUMBER OF CHECKS	107		*** CASH ACCOUNT TOTAL ***	304,114.50
					COUNT		AMOUNT	
				TOTAL PRINTED CHECKS	107		304,114.50	
							*** GRAND TOTAL ***	304,114.50

10/21/2020 12:21
bhuish

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: bhuish

YEAR PER	JNL	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020	10	181									
APP	001-213000							GENERAL - ACCOUNTS PAYABLE		115,192.77	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100							CASH			304,114.50
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000							ACCOUNTS PAYABLE		43,330.04	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000							ACCOUNTS PAYABLE		32,536.65	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000							STREETS - ACCOUNTS PAYABLE		6,346.72	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000							ACCOUNTS PAYABLE		8,531.56	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000							ACCOUNTS PAYABLE		6,729.76	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000							ACCOUNTS PAYABLE		2,815.65	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000							ACCOUNTS PAYABLE		1,359.10	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000							ACCOUNTS PAYABLE		67,638.05	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000							ACCOUNTS PAYABLE		2,531.00	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
APP	104-213000							CIVIC IMPR - ACCOUNTS PAYABLE		17,103.20	
			10/28/2020	10/25/20	102820			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										304,114.50	304,114.50
APP	631-130000							DUE TO/FROM CLEARING		297,384.74	
			10/28/2020	10/25/20	102820						
APP	001-130000							GENERAL - DUE TO/FROM CLEARING			115,192.77
			10/28/2020	10/25/20	102820						
APP	402-130000							DUE TO/FROM CLEARING			43,330.04
			10/28/2020	10/25/20	102820						
APP	401-130000							DUE TO/FROM CLEARING			32,536.65
			10/28/2020	10/25/20	102820						
APP	101-130000							STREETS - DUE TO/FROM CLEARING			6,346.72
			10/28/2020	10/25/20	102820						
APP	403-130000							DUE TO/FROM CLEARING			8,531.56
			10/28/2020	10/25/20	102820						
APP	407-130000							DUE TO/FROM CLEARING			2,815.65
			10/28/2020	10/25/20	102820						
APP	901-130000							DUE TO/FROM CLEARING			1,359.10
			10/28/2020	10/25/20	102820						
APP	301-130000							DUE TO/FROM CLEARING			67,638.05
			10/28/2020	10/25/20	102820						
APP	650-130000							DUE TO/FROM CLEARING			2,531.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	10/28/2020	10/25/20	102820						
APP 104-130000	10/28/2020	10/25/20	102820			CIVIC IMPR DUE TO/FROM CLEAR'G			17,103.20
							SYSTEM GENERATED ENTRIES TOTAL	297,384.74	297,384.74
							JOURNAL 2020/10/181 TOTAL	601,499.24	601,499.24

10/21/2020 12:21
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2020 10	181	10/28/2020	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	115,192.77	115,192.77
				FUND TOTAL	115,192.77	115,192.77
101 STREET FUND 101-130000 101-213000	2020 10	181	10/28/2020	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	6,346.72	6,346.72
				FUND TOTAL	6,346.72	6,346.72
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2020 10	181	10/28/2020	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	17,103.20	17,103.20
				FUND TOTAL	17,103.20	17,103.20
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2020 10	181	10/28/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	67,638.05	67,638.05
				FUND TOTAL	67,638.05	67,638.05
401 WATER OPERATING FUND 401-130000 401-213000	2020 10	181	10/28/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	32,536.65	32,536.65
				FUND TOTAL	32,536.65	32,536.65
402 SEWER OPERATING FUND 402-130000 402-213000	2020 10	181	10/28/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	43,330.04	43,330.04
				FUND TOTAL	43,330.04	43,330.04
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2020 10	181	10/28/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,531.56	8,531.56
				FUND TOTAL	8,531.56	8,531.56
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2020 10	181	10/28/2020	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	2,815.65	2,815.65
				FUND TOTAL	2,815.65	2,815.65
631 CLEARING FUND	2020 10	181	10/28/2020			

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

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	631-130000					DUE TO/FROM CLEARING	297,384.74	
	631-213000					ACCOUNTS PAYABLE	6,729.76	
	635-111100					CASH		304,114.50
						FUND TOTAL	304,114.50	304,114.50
650	AGENCY FUND	2020	10	181	10/28/2020			
	650-130000					DUE TO/FROM CLEARING		2,531.00
	650-213000					ACCOUNTS PAYABLE	2,531.00	
						FUND TOTAL	2,531.00	2,531.00
901	CITY-WIDE REPORTING FUND	2020	10	181	10/28/2020			
	901-130000					DUE TO/FROM CLEARING		1,359.10
	901-213000					ACCOUNTS PAYABLE	1,359.10	
						FUND TOTAL	1,359.10	1,359.10

10/21/2020 12:21
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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		115,192.77
101	STREET FUND		6,346.72
104	CIVIC IMPROVEMENT FUND		17,103.20
301	CAPITAL CONSTRUCTION FUND		67,638.05
401	WATER OPERATING FUND		32,536.65
402	SEWER OPERATING FUND		43,330.04
403	STORM & SURFACE WATER FUND		8,531.56
407	BUILDING & DEVELOPMENT FUND		2,815.65
631	CLEARING FUND	297,384.74	
650	AGENCY FUND		2,531.00
901	CITY-WIDE REPORTING FUND		1,359.10
	TOTAL	297,384.74	297,384.74

** END OF REPORT - Generated by Matthew Brigham Huish **

PAYROLL

PAYROLL CHECK RUN: 10 - 20 - 2020

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	10/20/2020	49227 - 49355	Regular check run (Direct Dep)	321,084.19
Normal	10/20/2020	109471	Regular check run (Paper Checks)	2,319.80
Normal	10/20/2020	109472 - 109478	Vendor check run (Paper Checks)	125,268.79
EFTPS	10/20/2020	N/A	Federal Tax Electronic Transfer	116,824.45
			TOTAL:	565,497.23

Prepared and Reviewed by: Brenda Landolt Date 10-19-20
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.

Kimberly M. Dunscombe Date 10/19/2020
Kimberly M. Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME:

AGENDA ITEM: Special City Council Meeting Minutes, Town Hall on Public Safety, September 30, 2020

SUMMARY: Consider approval of meeting minutes.

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:

[Special City Council Meeting Minutes, Town Hall on Public Safety, September 30, 2020](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**SPECIAL CITY COUNCIL MEETING
WEDNESDAY, SEPTEMBER 30, 2020**

TOWN HALL ON PUBLIC SAFETY WITH CHIEF OF POLICE JOE CLARK

MEETING MINUTES

Chief of Police Joe Clark held a Town Hall on Public Safety beginning at 6:00 p.m. on the Zoom webinar platform. He provided information on his philosophy on policing, public safety on Bainbridge Island, policy updates, the year ahead and community engagement in public safety. A live question and answer period followed.

Mayor Schneider helped to facilitate the meeting, and Councilmembers Hytopoulos, Carr, and Nassar attended.

The Town Hall ended at 8:00 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, October 6, 2020

SUMMARY: Consider approval of meeting minutes.

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:

[City Council Study Session Minutes, October 6, 2020.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, OCTOBER 6, 2020

MEETING MINUTES

1) [CALL TO ORDER / ROLL CALL](#)

Deputy Mayor Deets called the meeting to order at 6:24 p.m. on the Zoom webinar platform following a delay due to technical difficulties.

Deputy Mayor Deets, Mayor Schneider, and Councilmembers Carr, Hytopoulos, Medina, Nassar and Pollock were present.

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

Councilmember Nassar moved and Councilmember Carr seconded to approve the agenda as presented. The motion carried unanimously, 7 – 0.

There were no conflicts of interest disclosed.

3) [MAYOR'S REPORT](#)

Mayor Schneider mentioned Indigenous Peoples Day on October 12, 2020; the upcoming election on November 3, 2020; and resuming ward meetings in the first quarter of 2021.

4) [FUTURE COUNCIL AGENDAS](#)

4.A Future Council Agendas

[Cover Page](#)

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

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

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

[November 3 City Council Study Session.pdf](#)

Deputy City Manager Schroer reviewed future Council agendas.

Councilmember Nassar requested the addition of a proclamation relating to Black Lives Matter, a letter to St. Michael's Medical Center, and a 45-minute agenda item with the Race Equity Task Force for a presentation from the Kitsap Showing Up for Racial Justice and the Institute for Research and Education and Human Rights. Councilmember Hytopoulos requested a discussion on the Ethics Program in October.

5) BUDGET DELIBERATIONS

5.A Budget Discussion #2: Key assumptions, Police, Planning and Community Development, Public Works, including Major Maintenance - Finance

[Cover Page](#)

Deputy City Manager Schroer introduced the agenda item. Police Chief Clark, Finance Director Pitts, Planning Director Wright, and Public Works Director Wierzbicki provided presentations on their respective proposed department budgets and addressed Council's questions.

6) PRESENTATIONS

6.A Presentation of Climate Action Plan for the City of Bainbridge Island - Climate Change Advisory Committee

[Cover Page](#)

1. [Presentation CCAC Draft CAP October 6th 2020.pdf](#)
2. [CAP Transmittal Memo for CC 10062020 - FINAL.pdf](#)
3. [Draft Bainbridge Island Climate Action Plan October 1st 2020.pdf](#)
4. [CAP Working Implementation Matrix September 25th 2020.pdf](#)
5. [Comparison of CAP and GBTF Recommendations September 25th 2020.docx](#)
6. [Comparison of CAP and STTF September 25th 2020.docx](#)
7. [CCAC recommendation on use of EcoAdapt Climate Change Adaptation Certification Tool August 20th 2020.docx](#)
8. [Proposal to reconvene UAC and CCAC subgroup on PSE Franchise September 25th 2020.docx](#)

Deputy City Manager Schroer introduced the agenda item. Mike Cox, chair of the Climate Change Advisory Committee (CCAC), provided a presentation on the Climate Action Plan. He was joined by the other members of the CCAC, and they addressed Council's questions.

Council's consensus was to move forward with the plan and consider it further at a future business meeting to allow for public comment. Council agreed that the CCAC and the Utility Advisory Committee subgroup may reconvene to discuss the Puget Sound Energy Franchise Agreement. There was also consensus for the CCAC to identify a pilot project for the Eco-Adapt Certification Tool.

Deputy Mayor adjourned the meeting for a break at 8:59 p.m. and reconvened the meeting at 9:05 p.m.

7) UNFINISHED BUSINESS

7.A Sustainable Transportation Plan Update - Public Works

[Cover Page](#)

Public Works Engineering Project Manager Epstein provided a presentation updating Council on the plan.

7.B Update on the Development Moratorium - Planning

[Cover Page](#)

- [20201001 Moratorium Work Program Status Report.docx](#)
- [ORD NO. 2020-24 EXTENDING THE DEVELOPMENT MORATORIUM.pdf](#)
- [Development Moratorium Summary Effective 20200930.pdf](#)

Planning Director Wright provided an update on the development moratorium.

7.C Update from Joint City Council and Planning Commission Land Use Subcommittee - Councilmembers Carr, Hytopoulos, and Pollock
[Cover Page](#)

Councilmember Carr provided an update on the work of the subcommittee.

7.D Ordinance No. 2020-23, Creating a Standing Race Equity Advisory Committee - Executive
[Cover Page](#)
[Staff Memo - Recommended Discussion Points](#)
[Ordinance No. 2020-23, Creating a Standing Race Equity Advisory Committee - 10-6-2020 Draft](#)

Deputy City Attorney Sepler introduced the agenda item and asked for input from Council on the discussion points. Council discussed next steps.

Councilmembers Nassar and Hytopoulos will work with the Race Equity Task Force to receive input on the discussion points for the ordinance based on the materials that were included in the Council agenda packet for this meeting.

8) NEW BUSINESS

8.A 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 Lots Commonly referred to as the "Triangle Property" - Planning
[Cover Page](#)
[20201002_CC_Staff_Memo_Aveterra_Legislative_Review_of_Land_Use_Regulations](#)
[Attachment A_Planning Commission Review Summary](#)
[Attachment B_Planning Commission Recorded Motion](#)

Planning Director Wright provided a presentation on the agenda item. Planning Commissioners Quitslund and Parr and applicants Mollie Bogardus and Walt McGraw joined the discussion.

MOTION: I move we hold a public hearing on this site-specific amendment at a future meeting before we make a final decision on the request.

Medina/Schneider: The motion carried 4 – 3.

AYES: Deets, Hytopoulos, Medina, Schneider

NOES: Carr, Nassar, Pollock

ABSENT: None

ABSTAIN: None

City Attorney Levan clarified that staff will bring an ordinance for consideration as part of setting a public hearing on the proposal.

8.B Appointment to Kitsap Public Facilities District Board - Mayor Schneider
[Cover Page](#)
[Bullock - Kitsap Public Facilities District \(Redacted\).pdf](#)
[\[For Background\] Kitsap County Resolution No. 93-2000.pdf](#)
[\[For Background\] Kitsap County Resolution No. 139-2000.pdf](#)

Mayor Schneider introduced the agenda item.

MOTION: I move to recommend Tom Bullock for reappointment to the Kitsap Public Facilities District Board for a four-year term through June 30, 2024.

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

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

9) CITY COUNCIL DISCUSSION

9.A Letter to Washington Utilities and Transportation Commission (UTC) relating to the Sale of Puget Sound Energy's Colstrip Plant - Councilmember Hytopoulos

[Cover Page](#)

[Bainbridge letter to UTC draft Sept 30.pdf](#)

[Colstrip talking points September 2020.pdf](#)

Councilmember Hytopoulos introduced the agenda item.

MOTION: I move to authorize the Mayor to sign and transmit a letter to the UTC relating to the sale of Puget Sound Energy's Colstrip Plant substantially in the form attached to this agenda item.

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

AYES: Carr, Deets, Hytopoulos, Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

9.B Council Process for Disciplinary Response - Councilmember Nassar

[Cover Page](#)

Councilmember Nassar introduced the agenda item and the draft ordinance which was circulated to Council prior to the meeting. Council will consider a follow-up discussion after the parliamentary training on October 17, 2020.

10) FOR THE GOOD OF THE ORDER

Mayor Schneider moved and Councilmember Medina seconded to extend the parliamentary training for a third hour to add time for discussion. The motion carried unanimously, 7-0.

Council directed staff to provide additional background information relating to the St. Michael's Medical Center letter for the October 13, 2020 agenda.

11) ADJOURNMENT

Deputy Mayor Deets adjourned the meeting at 10:44 p.m.

Leslie Schneider, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, October 13, 2020

SUMMARY: Consider approval of meeting minutes.

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:

[City Council Regular Business Meeting Minutes, October 13, 2020.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 13, 2020

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Schneider called the meeting to order on the Zoom webinar platform at 6:01 p.m.

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 6:03 p.m. At 6:22 p.m., the executive session was extended for an additional five minutes.

Council returned from executive session at 6:27 p.m., and Mayor Schneider reconvened the meeting.

3) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

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

4) PUBLIC COMMENT

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

John Gustafson spoke in favor of the letter to St. Michael's Medical Center.

Tanner Baughman spoke in favor of the recommendations from the Economic Recovery Ad Hoc Committee.

Sue Wilmot spoke in favor of the letter to St. Michael's Medical Center and the Black Lives Matters proclamation.

Erin Self spoke in favor of the Black Lives Matter proclamation.

Cindy Anderson spoke about the Town Hall for Public Safety.

Pamela Kinkead spoke in favor of the recommendations from the Economic Recovery Ad Hoc Committee.

Thomas Hansen spoke in favor of the net pen resolution.

Kathy Hansen spoke in favor of the net pen resolution.

Sonja Hammes spoke in favor of the St. Michael's Medical Center letter.

Rob Shauger spoke in favor of the St. Michael's Medical Center letter.

Kaitlin Chester spoke in favor of the recommendations from the Economic Recovery Ad Hoc Committee.

Sal DeRosalia spoke against the recommendations from the Economic Recovery Ad Hoc Committee.

Helen Francis Glass spoke in favor of the net pen resolution.

Jordan Tappero spoke in favor of the net pen resolution.

Stefan Colby spoke about the recommendations from the Economic Recovery Ad Hoc Committee.

Natalie Rodriguez spoke in favor of the Black Lives Matter proclamation and the recommendations from the Economic Recovery Ad Hoc Committee.

Tori Smith-Felke spoke in favor of the recommendations from the Economic Recovery Ad Hoc Committee.

Kevin Dwyer spoke in favor of the recommendations from the Economic Recovery Ad Hoc Committee.

Pascal Schuback spoke about the recommendations from the Economic Recovery Ad Hoc Committee.

5) [MAYOR'S REPORT](#)

Mayor Schneider reported on the power outages, National Community Planning Month in October, an opening on the Lodging Tax Advisory Committee, the status of the Planning Commission vacancy, and creating a role for young people on committees.

6) [CITY MANAGER'S REPORT](#)

Deputy City Manager Schroer commented on the upcoming election and hiring for staff vacancies.

7) [FUTURE COUNCIL AGENDAS](#)

7.A [Future Council Agendas](#)

[Cover Page](#)

[October 20](#)

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

[November 3 City Council Study Session.pdf](#)

Deputy City Manager Schroer reviewed the upcoming agendas. Council's consensus was to cancel the November 3, 2020 meeting and schedule a budget workshop on another evening.

Councilmember Medina announced that he is resigning his position and moving to Walla Walla, Washington, and indicated that he would be providing additional information related to the effective date of his resignation.

8) BUDGET DELIBERATIONS

8.A Budget Discussions #3, 2021-2026 Capital Improvement Plan (CIP) discussion, Internal Services departments, Community Services – Finance

[Cover Page](#)

[Presentation - 2021-26_CIP_Discussion 101320.pdf](#)

[2021_2026_CIP_Combined.pdf](#)

[Exec - Com Svc Budget Slides for CC 10132020](#)

[Finance Budget Slides for CC 10132020_Final.pdf](#)

Deputy City Manager Schroer introduced the agenda item.

Public Works Director Wierzbicki provided a presentation on the CIP.

Deputy City Manager Schroer provided a presentation on the budget for internal services departments and community services.

Finance Director Pitt asked Councilmembers to return the ranking tool responses by Friday, October 16, 2020.

8.B Set the Public Hearing for Ordinance No. 2020-30 Relating to Property Tax Levy for Collection in 2021 - Finance

[Cover Page](#)

[Presentation_Property Tax Ordinance Presentation CC_101320](#)

[City of Bainbridge Island Levy Limit 9 28 2020 TY2021.docx](#)

[Ordinance No. 2020-30 Relating to the Levy of Property Taxes for Collection in 2021.docx](#)

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to schedule a public hearing on October 27, 2020, regarding Ordinance No. 2020-30, relating to Property Tax Levy for Collection in 2021.

Nassar/Pollock: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

8.C Ordinance No. 2020-33, Declaration and Finding of Substantial Need to Increase the Regular Property Tax Levy Rate in Excess of the Implicit Price Deflator for Collection in 2021 - Finance

[Cover Page](#)

[Presentation_Declaration of Substantial Need Ordinance CC 101320.pptx](#)
[Ordinance No. 2020-33 Declaration of Substantial Need.docx](#)
[MRSC Implicit Price Deflator Overview.pdf](#)

Budget Manager Dunscombe provided a presentation on the agenda item.

MOTION: I move to forward Ordinance No. 2020-33 to the October 27, 2020 unfinished business section of the agenda for further discussion.

Nassar/Deets: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

8.D Set the Public Hearing for Ordinance No. 2020-31 Relating to the Preliminary 2021-22 Biennial Budget - Finance

[Cover Page](#)

[Presentation_ Budget Adoption Ordinance CC 101320 Final.pptx](#)

[Ordinance No. 2020-31 Adopting Biennial Budget for FY 2021-22.docx](#)

[2021_ Exhibit A.pdf](#)

[2022_ Exhibit B.pdf](#)

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to schedule a public hearing on October 27, 2020, regarding Ordinance No. 2020-31, relating to the Preliminary 2021-22 Biennial Budget.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

9) PRESENTATION(S)

9.A Proclamation Declaring that Black Lives Matter is Not an Inherently Political Activity - Councilmembers Nassar and Hytopoulos

[Cover Page](#)

[BLM Proclamation](#)

Councilmember Nassar introduced the proclamation and noted a revision that was circulated by the City Clerk.

Mayor Schneider moved and Councilmember Deets seconded to amend the final paragraph of the proclamation to read: “NOW, THEREFORE, I, Leslie Schneider, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim that usage and/or display of BLM terminology is not inherently political activity in the City of Bainbridge Island. I encourage all residents, businesses, and organizations to support our community in its efforts to further the goals of Black Lives Matter. The amendment carried unanimously, 7 – 0.

Councilmember Pollock moved and Deputy Mayor Deets seconded to amend the proclamation to make the proclamation from the City Council. The amendment carried unanimously, 7-0.

AMENDED MOTION: I move to approve the amended proclamation as distributed by the City Clerk [and as amended tonight], declaring that Black Lives Matter is not an inherently political activity.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

10) UNFINISHED BUSINESS

10.A **Set Public Hearing on Ordinance No. 2020-22, Extending Small Wireless Facilities Design Standards Interim Official Control - Executive**

[Cover Page](#)

[Ordinance No. 2020-22, Extending Interim Official Control Small Wireless Communications Facilities](#)

Deputy City Attorney Sepler introduced the agenda item.

MOTION: I move to hold a public hearing on Ordinance No. 2020-22 as part of the agenda for the October 27, 2020 Business Meeting.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

10.B **Recommendations from the Joint City Council and Planning Commission Land Use Subcommittee - Councilmembers Carr, Hytopoulos and Pollock**

[Cover Page](#)

[20201013 Joint Land Use Subcommittee Memorandum_Initial Recommendations.docx](#)

[20201013 Joint Land Use Subcommittee Memorandum_Attachment A_Table.docx](#)

Councilmember Carr introduced the agenda item.

Councilmember Medina moved and Councilmember Pollock seconded to amend the recommendations to remove Item 13 of Attachment A and refer that item to the subcommittee for further consideration. The amendment carried unanimously, 7-0.

AMENDED MOTION: I move to forward to the Planning Commission the joint subcommittee's recommendations as presented in their October 13, 2020 memorandum with Item 13 of Attachment A removed, and to direct that the Planning Commission prioritize this work and complete their legislative review as outlined in the memorandum.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None
ABSENT: None
ABSTAIN: None

10.C Recommendations from the Economic Recovery Ad Hoc Committee - Mayor Schneider, Deputy Mayor Deets and Councilmember Medina

[Cover Page](#)

[COVID-19 Economic Recovery Plan Recommendations on eCommerce - Digital General Store.pdf](#)

[DEI Creative - SupportLocal.pdf](#)

[eCommerce 2020 Statistics.pdf](#)

[Bainbridge Island Digital General Store - Mock-Up & Demo Link.pdf](#)

Deputy Mayor Deets introduced the agenda item, and Council discussed the proposal.

MOTION: I move that a Request for Proposals be issued seeking proposals for a Bainbridge Island Digital General Store, that review of the proposals be evaluated by a committee consisting of City staff and the City Council, and that the committee will select a proposal and deliver it to the Council for final approval.

Pollock/Medina: The motion carried 6 – 1.

AYES: Carr, Deets, Medina, Nassar, Pollock, Schneider
NOES: Hytopoulos
ABSENT: None
ABSTAIN: None

10.D Appointment to the Race Equity Task Force - Mayor Schneider

[Cover Page](#)

[Stahl - Race Equity Task Force \(Redacted\).pdf](#)

Mayor Schneider introduced the agenda item.

MOTION: I move to appoint Eric Stahl to serve on the Race Equity Task Force, Position 2, for a term ending on December 31, 2020.

Nassar/Pollock: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

11) NEW BUSINESS

11.A Proposal for COVID-19 Community Based Testing Site – Executive

[Cover Page](#)

[Community Based Testing Site Presentation Oct 13 2020.pdf](#)

Emergency Management Coordinator LeSage provided a presentation on the proposal and addressed Council's questions.

MOTION: I move to authorize the City Manager to finalize and proceed with plans for a community based testing site and spend up to \$50,000 on site operations and increase spending authority in the general fund which will be included in a future budget amendment.

Deets/Medina: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

11.B Resolution No. 2020-18 Relating to Net Pens and an Alternate Lease Proposal - Councilmember Carr

[Cover Page](#)

[Wild Fish Conservancy Lease Proposal Support Resolution.docx](#)

Councilmember Carr introduced the agenda item.

MOTION: I move to forward Resolution No. 2020-18 for approval with the October 27, 2020 Consent Agenda.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

11.C Amendment No. 3 to Contract for Indigent Defense Services – Executive

[Cover Page](#)

[Amendment No. 3 to Contract for Indigent Defense Services](#)

[Amendment No. 2 to Contract for Indigent Defense Services - Extension through December 31, 2020](#)

[Amendment No. 1 to Contract for Indigent Defense Services - Extension through December 31, 2019](#)

[Contract for Indigent Defense Services](#)

[2020 - Public Defense Statistic Tracking Form](#)

Deputy City Attorney Sepler introduced the agenda item.

MOTION: I move to forward Amendment No. 3 to the Contract for Indigent Defense Services for approval with the October 27, 2020 Consent Agenda.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

11.D Contract Amendment to the Legal Services Agreement with Kitsap County Prosecuting Attorney's Office – Executive

[Cover Page](#)

[Contract Amendment to Legal Services Agreement \(KC-535-19A\)](#)
[2021 Base Salary Breakdown](#)
[Legal Services Agreement \(KC-535-19\) - Executed 12-4-2019](#)

Deputy City Attorney Sepler introduced the agenda item.

MOTION: I move to forward the Contract Amendment to the Legal Services Agreement with the Kitsap County Prosecuting Attorney's Office for approval with the October 27, 2020 Consent Agenda.

Nassar/Hytopoulos: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

11.E [Agreement with West Sound Wildlife Shelter for Wild Animal Control - Executive Cover Page](#)
[2021-26 PSA with West Sound Wildlife](#)
[2021-26 PSA - Letter from West Sound Wildlife Shelter.pdf](#)

Deputy City Attorney Sepler introduced the agenda item and addressed Council's questions.

MOTION: move to forward the Agreement with West Sound Wildlife Shelter for Wild Animal Control for approval with the October 27, 2020 Consent Agenda.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

11.F [Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan - Executive Cover Page](#)
[Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan](#)
[Exhibit A to Resolution No. 2020-20: Kitsap County Multi-Hazard Mitigation Plan](#)

Emergency Management Coordinator LeSage introduced the agenda item.

MOTION: I move to forward Resolution No. 2020-20 for approval with the October 27, 2020 Consent Agenda.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

11.G [Registered Sex Offender Address and Residency Verification Memorandum of Understanding with the Kitsap County Sheriff's Office - Police](#)

Police Chief Clark introduced the agenda item.

MOTION: I move to forward the Registered Sex Offender Address and Residency Verification Memorandum of Understanding for approval with the October 27, 2020 Consent Agenda.

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

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

11.H Interlocal Agreement with Kitsap County Regarding Emergency Vehicle Operation Course (EVOC) Training - Police

[Cover Page](#)
[2020 KCSO EVOC ILA.pdf](#)

Police Chief Clark introduced the agenda item.

MOTION: I move to forward the Interlocal Agreement with Kitsap County Regarding Emergency Vehicle Operation Course Training for approval with the October 27, 2020 Consent Agenda.

Hytopoulos/Carr: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider
NOES: None
ABSENT: None
ABSTAIN: None

12) CONSENT AGENDA

12.A Agenda Bill for Consent Agenda

[Cover Page](#)

12.B Accounts Payable and Payroll

[Cover Page](#)

[Payroll.pdf](#)

[AP Report to Council of Cash Disbursements 10-14-20.pdf](#)

Accounts payable: check number 354567 for \$193.75 from last previous run; EFT number 456 for \$10,770.75; ACH 407 – 408 for \$3,296.71; manual check numbers 354568 – 354590 = \$551,079.81; regular check run 354591 – 354697 = \$461,479.21. Total disbursement: \$1,026,626.48.

Payroll: Regular check run numbers 49227 – 49355 = \$321,084.19; regular check run (paper check) \$2,319.80; vendor check run 109472 – 109478 = \$125,268.79; Federal Tax Electronic Transfer = \$116,824.45, Total disbursement = \$565,497.23.

12.C City Council Study Session Minutes, September 15, 2020

[Cover Page](#)

[City Council Study Session Minutes September 15, 2020.pdf](#)

12.D City Council Regular Business Meeting Minutes, September 22, 2020

[Cover Page](#)

[September 22, 2020 Regular City Council Business Meeting Minutes.pdf](#)

12.E Arts and Humanities Bainbridge/Public Art Funding Proposal - Executive

[Cover Page](#)

[PAC Presentation 9.14.20 - for CC 09222020.pdf](#)

12.F John T. Nelson Park at Strawberry Cannery Cove Monitoring Well License Agreement - Public Works

[Cover Page](#)

[Revocable License Agreement.pdf](#)

[Construction Easement.pdf](#)

[Tosco Site NW3070 Opinion Letter 8-4-2020 Final.pdf](#)

12.G Ordinance No. 2020-27, Adjusting the Number of Positions on the Salary Commission - Executive

[Cover Page](#)

[Ordinance No. 2020-27, Adjusting the Number of Positions on the Salary Commission](#)

12.H Appointments to the Salary Commission - Mayor Schneider

[Cover Page](#)

[Haugan - Salary Commission - Redacted.pdf](#)

[Hermanson - Salary Commission - Redacted.pdf](#)

[Lakich - Salary Commission - Redacted.pdf](#)

[Neal - Salary Commission - Redacted.pdf](#)

[O'Rourke - Salary Commission - Redacted.pdf](#)

[Whittlesey - Salary Commission - Redacted.pdf](#)

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

Nassar/Deets: The motion carried unanimously, 7 – 0.

AYES: Carr, Deets, Hytopoulos Medina, Nassar, Pollock, Schneider

NOES: None

ABSENT: None

ABSTAIN: None

13) COUNCIL DISCUSSION

13.A Letter to St. Michael Medical Center - Councilmember Nassar

[Cover Page](#)

[KitsapCityCouncils-SignOnLetter.docx](#)

[CHI-Harrison-UpdatePostCOVIDOutbreak.docx](#)

[CHI-HarrisonCovid19-Advocacy.docx](#)

Councilmember Nassar introduced the agenda item and read her proposed replacement language for paragraph two. Council discussed the letter.

Councilmember Pollock moved and Councilmember Nassar seconded to amend the motion approving the letter by inserting the language suggested by Councilmember Nassar. The amendment carried 6-1 with Mayor Schneider voting against.

AMENDED MOTION: I move to approve the letter provided in the attachment with a cross-out or removal of the long sentence second paragraph that starts with “The current COVID outbreak” and with the addition of the language suggested by Councilmember Nassar.

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

14) COMMITTEE REPORTS

There were no committee reports.

15) FOR THE GOOD OF THE ORDER

Council agreed that the parliamentary training will not be broadcast live on the City’s web site; a Zoom link will be provided to the public so that they may join the meeting.

A discussion on the process for selecting a new Council member will be added to next week’s agenda. Councilmember Medina indicated that his last day on the Council will likely be November 10, 2020.

Councilmember Nassar and Deputy Mayor Deets will attend the GARE meeting on October 19, 2020.

16) 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: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2020-18 Relating to Net Pens and an Alternate Lease Proposal - Councilmember Carr,

SUMMARY: This item, initiated by Councilmember Carr, is for the City Council to consider a resolution to declare the Council's support for the Wild Fish Conservancy's proposal to the Washington Department of Natural Resources to lease aquatic lands in Rich Passage currently leased for commercial marine net pen finfish aquaculture for the purposes of restoring these aquatic lands to their natural state and restoring full access of these aquatic lands for the public's full benefit, use, and enjoyment.

AGENDA CATEGORY: Resolution

PROPOSED BY: City Council

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:

ATTACHMENTS:

[Wild Fish Conservancy Lease Proposal Support Resolution.docx](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-18

A RESOLUTION of the City Council of Bainbridge Island, Washington, hereby declaring the City Council's support for the Wild Fish Conservancy's proposal to the Washington Department of Natural Resources to lease aquatic lands in Rich Passage currently leased for commercial marine net pen finfish aquaculture for the purposes of restoring these aquatic lands to their natural state and restoring full access of these aquatic lands for the public's full benefit, use, and enjoyment.

WHEREAS, since approximately 1988, 57 acres of aquatic land located within the jurisdiction of the City of Bainbridge Island, in Rich Passage near Fort Ward Park, have been occupied by commercial marine net pen fin fish aquaculture facilities, currently operated by Cooke Aquaculture Pacific, LLC, an international corporation; and

WHEREAS, the environmental impacts and risks of marine net pen fin fish aquaculture operations in Puget Sound waters are well-documented and include pollution of marine waters from the release of dangerous amounts of untreated waste (feces, urine, untreated feed containing antibiotics, pharmaceuticals, PCBs); escape of farmed salmon, which compete with native, threatened populations for life resources and risk genetic introgression; amplification and spread of potentially lethal viruses and diseases to wild salmon and other fish species; harmful algae blooms; pesticide induced die offs of shrimp and crabs; and whale, otter, and seal injuries or deaths caused by entanglement in net pens; and

WHEREAS, the current Bainbridge Island net pen operations have a history of permit violations and mismanagement, including a 1999 net pen facility collapse that released approximately 100,000 non-native salmon into Puget Sound; the 2012 outbreak of Infectious Haematopoietic Necrosis ("IHN") that spread to all three net pens near Bainbridge Island and occurred while juvenile salmon were out-migrating through Rich Passage; 2017 violations that resulted in fines imposed by the Washington Department of Ecology for unlawfully discharging polluting matter into state waters, pressure washing equipment, nets, and vehicles over the water and allowing wastewater to enter Puget Sound, changing boat engine oil over the water, failing to put safeguards in place to protect water quality, failing to correct water quality violations when directed; and a partial failure of the Orchard Rocks net pens in 2019; and

WHEREAS, it is the opinion of the City Council that the current Bainbridge Island net pen operations' impacts on the public waters of Bainbridge Island and the Puget Sound are inconsistent with State of Washington regulations and laws, including, for example, Chapter 332-30 of the Washington Administrative Code ("WAC") and RCW 79.105.030, which direct the Washington Department of Natural Resources to manage these lands for uses that provide a balance of public benefits for all citizens of the state by ensuring environmental protection, encouraging direct public use and access, and fostering water-dependent uses; and

WHEREAS, the current Bainbridge Island net pen operations create a dangerous obstacle and nuisance attraction for marine mammals, including the Southern Resident orca Whale population; and

WHEREAS, it is the opinion of the City Council that the current Bainbridge Island net pen operations are incompatible with the Orchard Rocks Conservation Area designation, authorized in 1998 by WAC 220-303-050, in which two of the three net pen structures are located, because of negative impacts to the reserve from release of fish waste and antibiotics into marine waters, amplification of parasites, viruses, and diseases to native fish; light, noise, and noxious air pollution; unnatural and false attraction of native fish that results in bycatch during net pen harvest operations and increased predation by farmed fish and attracted marine mammals; and from potential catastrophic farm fish releases. The area was designated a Conservation Area because of its unique geology and topography which hosts a rich variety of marine plant, animal, and bird species; and

WHEREAS, given advances in upland and indoor fin fish aquaculture facilities, net pen finfish aquaculture is no longer a water-dependent use under the terms of RCW 79.105.060; and

WHEREAS, the City supports local, sustainable food production and acknowledges that sustainable, well managed net pen operations can safely produce local affordable seafood into the future; and there is a place for farmed fish in the mosaic of sustainable local food choices in our community in the future; and

WHEREAS, this resolution and the City Council's support for the Wild Fish Conservancy's proposal to the Washington Department of Natural Resources does not preclude the City from supporting environmentally sound net pen operations that provide food directly to Bainbridge Island off its shores in the future; and

WHEREAS, the lease issued by the Washington Department of Natural Resources to Cooke Aquaculture Pacific, LLC, for the Bainbridge Island net pen operations expires in 2022; and

WHEREAS, Cooke Aquaculture Pacific, LLC, has applied for permits from the Washington Department of Ecology and the Washington Department of Fish and Wildlife to continue these operations, and will apply to the Washington Department of Natural Resources for a new lease to farm steelhead salmon in the existing net pen facilities in Rich Passage on Bainbridge Island; and

WHEREAS, the Wild Fish Conservancy has applied to the Washington Department of Natural Resources to lease the aquatic lands currently occupied by the Cooke Aquaculture net pens for the purpose of restoring the lands to their natural state and providing access to the public for their benefit, use, and enjoyment (named "Taking Back Our Sound restoration project"); and

WHEREAS, the stated mission of the Washington Department of Natural Resources is to manage, sustain, and protect the health and productivity of Washington's lands and waters to meet the needs of present and future generations; and

WHEREAS, the issuance of a lease for these aquatic lands to the Wild Fish Conservancy for restoration, conservation, and public enjoyment is consistent with the above-stated mission of the Washington Department of Natural Resources and the City of Bainbridge Island Shoreline Master Program.

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

Section 1. The City Council declares its support for the draft Joint Aquatic Resource Permit Application (“JARPA”) submitted by the Wild Fish Conservancy to the Washington Department of Natural Resources on July 15, 2020, to lease the Rich Passage aquatic lands described in the Wild Fish Conservancy’s draft application for the purposes of restoration, conservation, and public enjoyment.

Section 2. The City Council urges Hilary Franz, Washington State Commissioner of Public Lands, to deny the issuance of a lease of the Rich Passage aquatic lands to Cooke Aquaculture, and instead issue a lease of these lands to the Wild Fish Conservancy for the above-stated purposes.

Section 3. The City Council encourages its citizens to sign the Wild Fish Conservancy’s “Taking Back Our Sound” petition which urges Hilary Franz not to extend, renew, or reissue leases for commercial open water net pen aquaculture in Puget Sound; and instead, urges her to lease these same waters for the Taking Back Our Sound restoration project that will restore these polluted and industrialized waters to their natural state for the conservation of Puget Sound’s ecosystem, and for the use, benefit, and enjoyment of present and future generations.

PASSED by the City Council this ___ day of October, 2020.

APPROVED by the Mayor this ___ day of October, 2020.

Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: October 9, 2020
PASSED BY THE CITY COUNCIL: _____, 2020
RESOLUTION NO. 2020-18



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 3 to Contract for Indigent Defense Services - Executive,

SUMMARY:

Extension of expiring Contract for Indigent Defense Services for two additional years.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with the Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	\$53,812.50 (2021); \$53,812.50 (2022)
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: Through the Contract for Indigent Defense Services, the City provides legal representation to individuals who have been charged with a crime on Bainbridge Island and cannot afford an attorney.

On July 29, 2015, the City and Thomas S. Alpaugh executed the Contract for Indigent Defense Services. On December 26, 2018, the parties executed Amendment No. 1, which extended the Contract for Indigent Defense Services through December 31, 2019. On December 9, 2019, the parties executed Amendment No. 2, which extended the Contract for Indigent Defense Services through December 31, 2020.

As proposed, Amendment No. 3 would further extend the Contract for Indigent Defense Services through December 31, 2022, at an annual base cost of \$53,812.50, plus additional fees, as incurred, related to appeals and trials. The potential additional fees are outlined in more detail in the Contract for Indigent Defense Services approved on July 29, 2015.

Attached are the public defense statistics submitted to date by Mr. Alpaugh in 2020.

ATTACHMENTS:

[Amendment No. 3 to Contract for Indigent Defense Services](#)

[Amendment No. 2 to Contract for Indigent Defense Services - Extension through December 31, 2020](#)

[Amendment No. 1 to Contract for Indigent Defense Services - Extension through December 31, 2019](#)

[Contract for Indigent Defense Services](#)

[2020 - Public Defense Statistic Tracking Form](#)

FISCAL DETAILS: \$53,812.50 per year in 2021 and 2022. There is \$71,000 and \$72,000 set aside in the 2021 and 2022 proposed budget for these services.

Fund Name(s):

Coding:

**AMENDMENT NO. 3 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 3 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES (“Amendment”) amends the Contract for Indigent Defense Services (“Agreement”) entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Thomas S. Alpaugh (“Public Defender”).

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, on December 26, 2018, the parties executed Amendment No. 1 to the Agreement, providing for a COLA and extending the term of the Agreement through December 31, 2019; and

WHEREAS, on December 9, 2019, the parties executed Amendment No. 2 to the Agreement, extending the term of the Agreement through December 31, 2020; and

WHEREAS, the City desires to further extend the term of the Agreement through December 31, 2022; and

WHEREAS, the Public Defender is willing to continue providing indigent defense services, under the terms of the Agreement, in 2021 and 2022.

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

1. Section 3 of the Agreement is hereby amended to read as follows:

3. **Term.** The term of this Agreement shall be from the date of execution through ~~December 31, 2019~~ December 31, 2022, unless sooner terminated as provided herein.

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

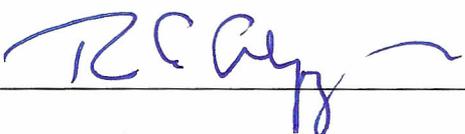
IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

THOMAS S. ALPAUGH

CITY OF BAINBRIDGE ISLAND

Date: 9-18-20

Date: _____

By: 

By: _____

Thomas S. Alpaugh
WSBA # 18471

Morgan Smith, City Manager

**AMENDMENT NO. 2 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 2 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES ("Amendment") amends the Contract for Indigent Defense Services ("Agreement") entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Thomas S. Alpaugh ("Public Defender").

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, on December 26, 2018, the parties executed Amendment No. 1 to the Agreement, providing for a COLA and extending the term of the Agreement through December 31, 2019; and

WHEREAS, the City desires to further extend the term of the Agreement through December 31, 2020; and

WHEREAS, the Public Defender is willing to continue providing the indigent defense services, under the terms of the Agreement, in 2020.

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

1. Section 3 of the Agreement is hereby amended to read as follows:

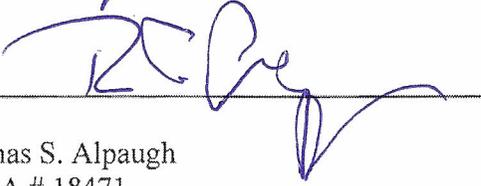
3. **Term.** The term of this Agreement shall be from the date of execution through ~~December 31, 2019~~ December 31, 2020, unless sooner terminated as provided herein.

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

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

THOMAS S. ALPAUGH

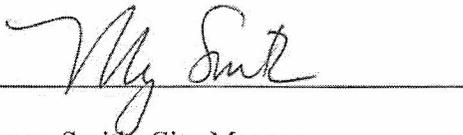
Date: 12/2/19

By: 

Thomas S. Alpaugh
WSBA # 18471

CITY OF BAINBRIDGE ISLAND

Date: 11/27/19

By: 

Morgan Smith, City Manager

**AMENDMENT NO. 1 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 1 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES (“Amendment”) amends the Contract for Indigent Defense Services (“Agreement”) entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Thomas S. Alpaugh (“Public Defender”).

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, the City desires to extend the term of the Agreement until December 31, 2019; and

WHEREAS, the Public Defender is willing to continue providing the indigent defense services in exchange for a 2.5% cost of living increase in the compensation paid under the terms of the Agreement for 2019.

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

1. Section 2 of the Agreement is hereby amended to read as follows:

2. Compensation. Beginning January 1, 2019, The the City shall pay the Public Defender a flat fee of ~~Fifty Two Thousand Five Hundred Dollars (\$52,500.00)~~ Fifty-Three Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$53,812.50) per year in equal monthly installments upon receipt of an invoice in a form approved by the City. If appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

In consideration of the Public Defender providing Public Defense services to the City from July 1, 2018, through October 31, 2018, the City has previously paid the Public Defender Seventeen Thousand Five Hundred Dollars (\$17,500.00). The Public Defender acknowledges that such payment adequately compensated the Public Defender for his work during that time period.

In consideration of the Public Defender providing Public Defense services to the City from November 1, 2018, through December 31, 2018, the City agrees to pay the Public Defender a flat fee of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00), to be paid in equal monthly installments upon receipt of an invoice in a form approved by the City.

If, during the term of this Agreement, the Public Defender is appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and

Decision including, by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he will devote his full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his ability to perform under this Agreement or reduce the case count available to the Public Defender.

2. Section 3 of the Agreement is hereby amended to read as follows:

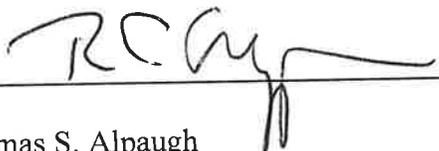
3. Term. The term of this ~~agreement~~ Agreement shall be from the date of execution for a ~~three (3) year initial term~~ through ~~June 30, 2018~~ December 31, 2019, unless sooner terminated as provided herein. ~~The Agreement may be extended for two (2) additional one (1) years terms at the mutual agreement of the parties, not to exceed five (5) years in total.~~

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

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

THOMAS S. ALPAUGH

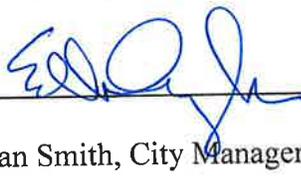
Date: 12-24-18

By: 

Thomas S. Alpaugh
WSBA # 18471

CITY OF BAINBRIDGE ISLAND

Date: 12-26-2018

By: 

Morgan Smith, City Manager

Ellen Schroer, Acting City Manager

CONTRACT FOR INDIGENT DEFENSE SERVICES

THIS CONTRACT FOR INDIGENT DEFENSE SERVICES (this "Agreement") is entered into by and between the City of Bainbridge Island, a municipal corporation (the "City"), and Thomas S. Alpaugh (the "Public Defender").

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to enter into this Agreement to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 2014-14.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 2014-14 as the same exists or is hereafter amended (the "Standards") and the Decision. The Public Defender individually warrants that he has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender shall also represent all defendants in Superior Court who elect to appeal a municipal court conviction and whose application for appointed counsel has been approved. Such representation shall include, but not be limited to, attendance at appeal hearings in Superior Court. If a defendant represented by Attorney hereunder elects to appeal a conviction to Superior Court, the Public Defender shall be responsible for timely filing of a Notice of Appeal to Superior Court.

1.1 The Public Defender shall certify compliance with Supreme Court Rule and governing case load quarterly with the City's Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender warrants that he shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non criminal matters.

1.3 The Public Defender further warrants that his proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Compensation. The City shall pay Public Defender a flat fee of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) per year. If appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on

experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he will devote his full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his ability to perform under this Agreement or reduce the case count available to the Public Defender.

2.1 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately one hundred (100) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.4.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and

- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.4.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 Process Service. The normal, reasonable cost for the service of a subpoena.

2.5 Review and Renegotiation.

2.5.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed one hundred ten (112) cases per year or twenty eight (28) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the

Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a three (3) year initial term through June 30, 2018, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$1,000,000 each claim.

6.1.3 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender 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 Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal.

state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement: Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Attorney

PUBLIC DEFENDER:
Thomas S. Alpaugh
600 Winslow Way E., Suite 131
Bainbridge Island, WA 98110

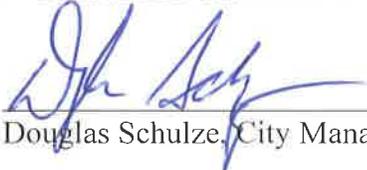
13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

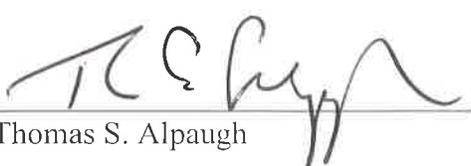
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the City Attorney, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Public Defender's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Kitsap County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 29th day of July, 2015.

CITY OF BAINBRIDGE ISLAND

By: 
Douglas Schulze, City Manager

PUBLIC DEFENDER

By: 
Thomas S. Alpaugh

Public Defense Statistics

	Jan	Feb	March	April	May	June	July
Dispositions/Motions Practice							
Deferred Prosecutions	0	0	0	0	0	0	0
Pre-Trial Diversion Agreements	0	0	1	0	0	0	1
Compromise of Misdemeanors	0	0	0	0	0	0	0
Plead as Charged	2	1	0	0	0	0	0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	1	1	0	0	0	1	0
Stipulated Facts Trial	2	2	0	0	0	0	0
Bench Trial	0	0	0	0	0	0	0
Jury Trial	0	0	0	0	0	0	0
CrRLJ 3.6 Motions	0	0	0	0	0	0	0
Knapstad Motions	0	0	0	0	0	0	0
Dismissals	7	1	1	0	0	3	2
Resources Utilized							
WDA - Immigration Case Assistance	0	0	0	0	0	0	0
Expert Consulted	0	0	0	0	0	0	0
Investigator	1	0	0	0	0	0	0
Interpreter	0	0	0	0	0	0	0
Referred to Mental Health/Competency Evaluation	0	0	0	0	0	1	0
Continuing Legal Education Hours							
WDA	0	0	0	0	1	0	0
WACDL	0	0	0	0	0	0	1
Other	0	0	0	0	0	0	0
Cases Appointed							
New Filings	5	7	2	1	4	11	3
Post Conviction		0	0	0	0		
Late Night In Custody Calls	1	0	1	1	0	1	2
Bar Complaints from Public Defense Clients							
	0	0	0	0	0	0	0
Jail Visits							
Jail Visits	5	3	0	0	0	0	1
Other Client Caseloads							
	0	0	0	0	0	0	0
Private Cases	3	1	2	0	1	1	3

Year 2018

August	Sept	Oct	Nov	Dec	Total
0	0	0	0	0	0
1	5	0	0	0	8
0	0	0	0	0	0
0	1	0	0	0	4
0	1	0	0	0	4
5	1	0	0	0	10
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
8	4	0	0	0	26
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
2	0	0	0	0	3
0	0	0	0	0	1
0	0	0	0	0	1
0	0	0	0	0	0
7	4	0	0	0	44
0	0	0	0	0	0
0	1	0	0	0	7
0	0	0	0	0	0
3	0	0	0	0	12
0	0	0	0	0	0
0	3	0	0	0	14

Public Defense Statistics

Prepared by:

For the Month of:

January 2020

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						
Compromise of Misdemeanors						0
Plead as Charged			1		1	2
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)					1	1
Stipulated Facts Trial					2	2
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)		1		3	3	7
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator		1				1
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New filings for month		4	1			5
Late Night In Custody Calls					1	1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits	1	1	1	1	1	5
Other Client Caseloads						
Private Cases			1	2		3

Public Defense Statistics

Prepared by:

For the Month of:

February

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						
Compromise of Misdemeanors						0
Plead as Charged		1				1
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	1					1
Stipulated Facts Trial			2			2
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)	1					1
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New Filings	2	2	2	1		7
Late Night In Custody Calls						
Bar Complaints from Public Defense Clients						
Jail Visits	2	1				3
Other Client Caseloads						
Private Case				1		1

Public Defense Statistics

Prepared by:

For the Month of:

March

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						
Pre-Trial Diversion Agreements	1					1
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						
Stipulated Facts Trial						
Bench Trial						
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)			1			1
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						
Cases Appointed						
New Filings	2					2
Late Night In Custody Calls	1					1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits						0
Other Client Caseloads						
Private Cases	1			1		2

Public Defense Statistics

Prepared by:

For the Month of:

April

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						0
Stipulated Facts Trial						
Bench Trial						
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)						
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New Filings		1				1
Late Night In Custody Calls		1				1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits						0
Other Client Caseloads						
Private Cases						0

Public Defense Statistics

Prepared by:

For the Month of:

May

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						
Compromise of Misdemeanors						
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						0
Stipulated Facts Trial						
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)						0
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA	1					1
WACDL						0
Other						0
Cases Appointed						
New Filings	2		2			4
Late Night In Custody Calls						0
						0
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Other Client Caseloads						
Private cases	1					1

Public Defense Statistics

Prepared by:

For the Month of:

June

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						0
Compromise of Misdemeanors						0
Plead as Charged						
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	1					1
Stipulated Facts Trial						
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)		2			1	3
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation					1	1
Continuing Legal Education Hours						
WDA						
WACDL						0
Other						0
Cases Appointed						
New Filings	1	6	2	1	1	11
In Custody Calls				1		1
						0
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Other Client Caseloads						
Private Cases			1			1



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Contract Amendment to the Legal Services Agreement with Kitsap County Prosecuting Attorney's Office - Executive,

SUMMARY:

One-year extension of expiring legal services agreement for prosecution services.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with the Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	\$112,161.18
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: The City contracts with the Kitsap County Prosecuting Attorney's Office to provide prosecution services in the Bainbridge Island Municipal Court and on appeal in Kitsap County Superior Court.

In 2020, the annual cost to the City of these services was \$114,656.24. For 2021, the Kitsap County Prosecuting Attorney's Office is seeking \$112,161.18, a \$2,495.06 decrease in cost from 2020. Attached is a spreadsheet detailing these costs.

If approved, the legal services agreement would take effect January 1, 2021, and expire on December 31, 2021.

ATTACHMENTS:

[Contract Amendment to Legal Services Agreement \(KC-535-19A\)](#)

[2021 Base Salary Breakdown](#)

[Legal Services Agreement \(KC-535-19\) - Executed 12-4-2019](#)

FISCAL DETAILS: There is \$122,000 in the General Fund Proposed 2021 budget for this expense.

Fund Name(s):

Coding:

**LEGAL SERVICES AGREEMENT AMENDMENT
Prosecution Services**

This Legal Services Agreement Amendment - Prosecution Services (“Agreement”) is entered into between the City of Bainbridge Island (“City”) and the Kitsap County Prosecuting Attorney (“Prosecutor”) pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) effective January 1, 2021. The parties mutually agree that their Agreement, numbered as Kitsap County Contract No. KC-535-19 and executed on December 4, 2019, shall be amended as follows:

1. Effective January 1, 2021, Section V, Compensation, shall be amended to change the annual cost to \$112,161.18 beginning on January 1, 2021, and shall be paid in equal monthly installments.
2. Section III, Term of Agreement, shall be amended extending the term of the Agreement through December 31, 2021.
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

Dated this ____ day of _____, 2020

Dated this ____ day of _____, 2020

CITY OF BAINBRIDGE ISLAND

KITSAP COUNTY PROSECUTING
ATTORNEY

Morgan Smith, City Manager

Chad M. Enright

Dated this ____ day of _____, 2020

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido, Chair

Robert Gelder, Commissioner

ATTEST:

Edward Wolfe, Commissioner

Dana Daniels, Clerk of the Board

EXHIBIT A: SCOPE OF WORK

Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:

1. Non-jury trials
2. Motion calendars
3. Jury readiness calendars
4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
5. Jury trial calendars
6. Arraignments
7. Sentencings
8. Revocation hearings
9. Motions
10. Preliminary hearings (probable cause)
11. In-Custody hearings

B. Miscellaneous:

1. Review cases, make decisions and file complaints
2. Obtain search and arrest warrants
3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

Appeals (preparation and appearance):

1. Commencing (only after discussion and authorization from City Attorney)
2. Defending

III. MEETINGS

A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues

B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

[Exhibit A - Scope of Work continues on the next page.]

- IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT**
- V. PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR DEPUTY CHIEF OF POLICE**
- VI. RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**
- VII. PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**

2019 Prosecution Contract - Base Starting Rate				2021 FTE Cost			2020 FTE Cost		
DPA I, Step I	\$ 64,147	2018 Rates		\$ 64,147.20	no change to base rate		64,147.20	no change to base rate	
Q01	\$ -	2019 COLA	0.00%	\$ -	no change to COLA	0.00%	0.00	no change to COLA	0%
	\$ 64,147	2018 Base Salary		\$ 64,147			64,147.20		
	\$ 4,907	Social Security	7.65%	\$ 4,907.26	no change to Social Security	7.65%	4,907.26	no change to Social Security	8%
	\$ 8,259	Retirement	12.88%	\$ 7,630.95	decrease PERS (12.860 to 11.896%)	11.90%	8,249.33	updated PERS	13%
	\$ 857	Workers Compensation		\$ 842.30	updated WC		842.30	updated WC	
	\$ 13,052	County Benefit Bucket		\$ 13,052.00	decrease Bene Cost (14,357 to 13,052)		14,357.00	updated Bene Cost	
	\$ 91,222			\$ 90,580			92,503.09		
Legal Assistant, Step I	\$ 42,536	2018 Rates		\$ 42,536	no change to base rate		42,536.00	no change to base rate	
AB1	\$ -	2019 COLA	0.00%	\$ -	no change to COLA	0.00%	0.00	no change to COLA	0%
	\$ 42,536	2018 Base Salary		\$ 42,536			42,536.00		
	\$ 3,254	Social Security	7.65%	\$ 3,254.00	no change to Social Security	7.65%	3,254.00	no change to Social Security	8%
	\$ 5,477	Retirement	12.88%	\$ 5,060.08	decrease PERS (12.860 to 11.896%)	11.90%	5,470.13	updated PERS	13%
	\$ 857	Workers Compensation		\$ 842.304	updated WC		842.30	updated WC	
	\$ 13,052	County Benefit Bucket		\$ 13,052.00	decrease Bene Cost (14,357 to 13,052)		14,357.00	updated Bene Cost	
	\$ 65,176			\$ 64,744			66,459.44		
	\$ 21,725	One-Third Cost		\$ 21,581.46	no change to allocation at 1/3		22,153.15	no change to allocation at 1/3	
	\$ 112,948	Base Contract Amount		\$ 112,161.18	2021 Base Contract Amount		114,656.24	2020 Base Contract Amount	



Kitsap County Prosecuting Attorney Chad M. Enright



CIVIL DIVISION

Ione George
Chief of Staff

Jacquelyn Aufderheide
Civil Division Chief

Carrie Bruce
Administrative Manager

TRANSMITTAL MEMO

DEC 11 '19 PM 2:55

TO: City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

FROM: Laurie Hughes, Legal Assistant

SUBJECT: KC-535-19 – prosecution legal services contract

DATE: December 9, 2019

Attached please find an original executed contract for prosecution legal services (KC-535-19), for 2020.

Thank you.

A handwritten signature in blue ink that reads "Laurie Hughes".

Enclosure(s)

cc: file



Meeting Date: December 9, 2019
 Agenda Item No:

<u>Kitsap County Board of Commissioners</u>			
Department: Kitsap County Prosecuting Attorney's Office			
Staff Contact: Chad M. Enright, Jacquelyn Aufderheide			
Title: Legal Services Agreement (Prosecution Services)			
Recommended Action: Move that the Board of County Commissioners execute the Agreement for prosecution services with the City of Bainbridge Island.			
Summary:	This Legal Services Agreement (Prosecution Services) allows the Kitsap County Prosecuting Attorney's Office to provide prosecution services to the City of Bainbridge Island as assigned. The County will be compensated \$114,656.24 during 2020 for providing these services.		
Attachments:	Legal Services Agreement (Prosecution Services)		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:	No direct expenditures. Indirect expenditures include attorneys and support staff time, etc., the costs of which are reimbursed under the contract.		
Related Revenue for this specific action:	\$114,656.24		
Cost Savings for this specific action:	n/a		
Net Fiscal Impact:	n/a		
Source of Funds:	n/a		
Fiscal Impact for Total Project			
Project Costs:	n/a		
Project Costs Savings:	n/a		
Project Related Revenue:	\$114,656.24		
Project Net Total:	\$114,656.24		
<u>Fiscal Impact (DAS) Review</u>			
Departmental/Office Review & Coordination			
Department/Office	Elected Official/Department Director		
Prosecutor's Office			
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-535-19			



Kitsap County
CONTRACT REVIEW SHEET
 (Chapter 3.56 KCC)

A. GENERAL INFORMATION

1. Contractor City of Bainbridge Island
 2. Purpose Provide prosecution legal services
 3. Contract Amount \$114,656.24 Disburse Receive
 4. Contract Term January 1, 2020 – December 31, 2020
 5. Contract Administrator Jacquelyn Aufderheide Phone 360.337.4973
 Approved: *Jacquelyn Aufderheide* Date 12-4-19
Department Director

B. AUDITOR – ACCOUNTING INFORMATION

1. Contract Control Number KC-535-19
 2. Fund Name Legal services
 3. Payment from-Revenue to CC/Account Nbr 9081.3380.15
 4. Encumbered By _____ Date _____

C. AUDITOR'S ACCOUNTING – GRANTS REVIEW

Signature required only if contract is grant funded

1. Approved Not Approved
 Reviewer *Jacquelyn Aufderheide* Date 12/7/19
 2. Comments: _____

D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW

1. Approved Not Approved
 Reviewer *Tiffany M Perez* Date 12/4/2019
 2. Comments: _____

E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW

Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)

1. Approved Not Approved
 Reviewer *AKC* Date 12/04/2019
 2. Comments: _____

F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW

Signature required only if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____
 2. Comments: _____

G. PROSECUTING ATTORNEY REVIEW

1. Approved as to Form Not Approved as to Form
 Reviewer *Jacquelyn Aufderheide* Date 12-4-19
 2. Comments: _____

H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.

(For contract signing authority, see KCC 3.56.075)

Contract Administrator *Jacquelyn Aufderheide* Date 12-4-19
 Date Approved by Authorized Contract Signer: _____ Date _____

RETURN SIGNED ORIGINALS TO:

Laurie Hughes, MS-35A (x7089)

**LEGAL SERVICES AGREEMENT
Prosecution Services**

This Legal Services Agreement for Prosecution Services (this "Agreement") is entered into between the City of Bainbridge Island (the "City") and the Kitsap County Prosecuting Attorney (the "Prosecutor") pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) effective January 1, 2020.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I
PURPOSE**

The purpose of this Agreement is for the Prosecutor to provide legal services for the City for prosecution of municipal criminal complaints and civil infractions.

**Section II
SERVICES**

The Prosecutor will provide the full range of prosecution services (i.e., prosecution/case management, legal advisor and special projects as required) to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

**Section III
TERM OF AGREEMENT**

The term of this Agreement is January 1, 2020 through December 31, 2020.

**Section IV
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party, with or without cause, upon four months' advance written notice to the other party.

**Section V
COMPENSATION**

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be at an annual cost of \$114,656.24 beginning on January 1, 2020 and shall be paid in equal monthly installments.

**Section VI
OFFICE FACILITIES**

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

**Section VII
INSURANCE AND HOLD HARMLESS**

A. Insurance

Prior to and during the performance of the work covered by this Agreement, the Prosecutor shall provide the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least \$1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. The Prosecutor shall furnish a certificate of insurance to the City for review by the City. The City shall be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

**Section VIII
GENERAL PROVISIONS**

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section V (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Coverage. The City contracts with the Prosecutor for prosecution assistance on an annual basis. The Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict at costs within the annual budget. Such backup and coverage shall be provided only by duly appointed deputy prosecuting attorneys.

D. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:
City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

If to the Prosecutor:
Kitsap County Prosecuting Attorney
614 Division Street, MS-35
Port Orchard, WA 98366

E. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

F. Independent Contractor. Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor 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, veteran status, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section 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 from City.

H. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Kitsap County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Administration. This Agreement will be jointly administered by the City and the Prosecutor. This Agreement does not create any separate legal or administrative entity.

L. Financing: Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated above.

Dated this 27 day of November, 2019

CITY OF BAINBRIDGE ISLAND


Morgan Smith, City Manager



Dated this 4 day of December, 2019

KITSAP COUNTY PROSECUTING ATTORNEY


Chad M. Enright
Kitsap County Prosecuting Attorney

Dated this 4th day of December, 2019

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**


Edward D. Wolfe, Chair


Charlotte Garrido, Commissioner

NOT PRESENT
Robert Gelder, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A

EXHIBIT A: SCOPE OF WORK

The Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to the City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:

1. Non-jury trials
2. Motion calendars
3. Jury readiness calendars
4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
5. Jury trial calendars
6. Arraignments
7. Sentencings
8. Revocation hearings
9. Motions
10. Preliminary hearings (probable cause)
11. In-Custody hearings

B. Miscellaneous:

1. Review cases, make decisions and file complaints
2. Obtain search and arrest warrants
3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

Appeals (preparation and appearance):

1. Commencing (only after discussion and authorization from City Attorney)
2. Defending

III. MEETINGS

- A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues
- B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

- IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT**
- V. PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR DEPUTY CHIEF OF POLICE**
- VI. RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**
- VII. PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Agreement with West Sound Wildlife Shelter for Wild Animal Control - Executive,

SUMMARY:

New six-year agreement with West Sound Wildlife for wild animal control services.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with the Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

Amount:	\$51,300
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: On March 14, 2017, the City and West Sound Wildlife Shelter executed a professional services agreement for wild animal control services and for services related to conflict resolution between wild animals and humans and wild animals and domesticated animals. Through the execution of two amendments to the original agreement, the term has been extended and is now set to expire on December 31, 2020.

The attached letter provides an overview of the services provided by West Sound Wildlife Shelter.

If approved, the professional services agreement would ensure that the City continues to receive these services through December 31, 2026. If needed, either party could terminate the agreement earlier upon 30 days written notice.

ATTACHMENTS:

[2021-26 PSA with West Sound Wildlife](#)

FISCAL DETAILS: The contract is for \$8,550.00 annually for the six-year term of the Agreement. There is \$8,800 set aside in the general fund per year to pay for this contract.

Fund Name(s):

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 West Sound Wildlife Shelter., a Washington State nonprofit corporation,) (“Service Provider”).

WHEREAS, on March 14, 2017, the City and the Service Provider entered into an agreement to provide wild animal control and resolve conflicts between wild animals, people, and/or domesticated animals located in the City; and

WHEREAS, on February 20, 2020, the City and the Service Provider executed Amendment No. 1 to that agreement, extending the term of that agreement until December 31, 2018; and

WHEREAS, on February 26, 2019, the City and the Service Provider executed Amendment No. 2 to that agreement, extending the term of that agreement until December 31, 2020; and

WHEREAS, the City and the Service Provider desire to execute this Agreement to continue these same wild animal control services for a new six-year term.

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 Service Provider as follows:

1. SERVICES BY SERVICE PROVIDER

The Service Provider 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 Service Provider 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, 2026, 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 Service Provider pursuant to this Agreement shall be submitted to the City, and the Service Provider 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 Service Provider in accordance with **Attachment B**, but not more than an annual total of Eight Thousand Five Hundred and Fifty dollars (\$8,550.00) for each calendar year in which this Agreement remains in effect. The maximum total amount payable during the full six-year term of this Agreement shall not exceed Fifty-One Thousand Three Hundred dollars (\$51,300.00).

B. The Service Provider shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Each project and each task within a project shall be the subject of a separate invoice. The Service Provider 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 Service Provider.

D. If the services rendered do not meet the requirements of this Agreement, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider and the City understand and expressly agree that the Service Provider is an independent contractor in the performance of each and every part of this Agreement. The Service Provider expressly represents, warrants, and agrees that the Service Provider'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 Service Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Service Provider shall make no claim of City employment nor shall the Service Provider claim any related employment benefits, social security, and/or retirement benefits.

B. The Service Provider 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 Service Provider 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 Service Provider performs hereunder.

D. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider'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 Service Provider'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 Service Provider 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 Service Provider 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 Service Provider 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

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.

WEST SOUND WILDLIFE SHELTER

CITY OF BAINBRIDGE ISLAND

Date: 9-28-2020

Date: _____

By: 

By: _____

Name Lisa Horn

Morgan Smith, City Manager

Title Executive Director

Tax I.D. # 91-1489441

City Bus. Lic. # _____

**ATTACHMENT A
INSURANCE REQUIREMENTS**

A. Insurance Term

The Service Provider 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 Service Provider, its agents, representatives, or employees.

B. No Limitation

The Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider 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 Service Provider 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 Service Provider'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 Service Provider's profession.

D. Minimum Amounts of Insurance

The Service Provider 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 Service Provider'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 Service Provider'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 Service Provider shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider from the City.

J. City Full Availability of Service Provider Limits

If the Service Provider 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 Service Provider, irrespective of whether such limits maintained by the Service Provider 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 Service Provider.

ATTACHMENT B SCOPE OF SERVICES

The Service Provider will provide to the City services relating to the control of wild animals and the resolution of conflict between wild animals and humans and wild animals and domesticated animals on Bainbridge Island.

The City and the Service Provider recognize that the Service Provider's public safety programs produce numerous benefits to the City. While it is difficult to quantify the benefits provided to the City, the City's residents, and wild animals on Bainbridge Island, the Service Provider can quantify the actions it takes to provide these benefits. For example, it is possible to quantify the number of times that the Shelter gives advice via telephone regarding wild animals on Bainbridge Island.

The funding provided to the Service Provider under this Agreement shall be used to pay a portion of the cost of providing the following three measurable public safety activities on Bainbridge Island:

1. The Service Provider shall annually provide hospital services to 300 or more Bainbridge Island wild animals;
2. The Service Provider shall annually assist 400 or more Bainbridge Island residents with wildlife conflicts, issues, or concerns; and
3. The Service Provider shall annually provide live-animal educational presentations to 1,500 or more Bainbridge Island residents.

The Service Provider shall keep record of the services provided under this Agreement and shall provide such records to the City upon request.

For each calendar year that this Agreement remains in effect, the City shall pay the Service Provider a total of \$8,550.00 for services provided under this Agreement, to be paid in equal quarterly installments.

The maximum total amount payable during the full six-year term of this Agreement shall not exceed \$51,300.00.

West Sound
**WILDLIFE
SHELTER**

A CENTER FOR REHABILITATION & EDUCATION

**BOARD OF
DIRECTORS**

Doug Burns
President

Rob Frankland
Vice President

Michael Sebastian
Treasurer

Elizabeth Ward
Secretary

Matt Lind
Mike Fisher
Lisa Horn
ex-officio

STAFF

Lisa Horn
Executive Director

Alicia Bye, DVM
Fawn Harris
Kerry Klein
Cathy Johnson
Jason Descombaz

City of Bainbridge Island
Robbie Sepler-Deputy City Attorney
280 Madison
Bainbridge Island, WA 98110

Dear Robbie;

The West Sound Wildlife Shelter was “born” on Bainbridge and has called the Island home for over two decades. The West Sound Wildlife Shelter (WSWS) is a wildlife rehabilitation and education facility and serves as the primary rehabilitation center for Kitsap County, and other counties in the western Puget Sound region. We rehabilitate injured, sick and orphaned wildlife, giving them a second chance at life. We strive to follow best practices when it comes to care for our patients and our education animals.

In addition to our rehabilitation efforts, WSWS works with the greater western Puget Sound community on habitat and species conservation and education. We have partnerships with several local community groups and work with the cities of Bainbridge Island, Gig Harbor, Kingston, Port Gamble, and Poulsbo, to promote conservation, education, and awareness.

WSWS holds state and federal rehabilitation permits from the Washington Department of Fish and Wildlife and the U.S. Fish and Wildlife Service allowing us to rehabilitate migratory birds and small and medium mammals. The Shelter holds a U.S. Fish and Wildlife Service permit to possess non-releasable raptors for educational programs. The permanent WSWS staff is comprised of the Executive Director, two full-time Licensed Wildlife Rehabilitators, two seasonal Wildlife Rehabilitation Technicians, and one Volunteer Coordinator/Wildlife Rehabilitation Assistant. The entire Wildlife Care team includes the shelter staff, seasonal employees, seasonal interns, more than 70 wildlife care and support volunteers, and 5 volunteer veterinarians.

The Shelter provides wildlife rescue and rehabilitation services to the Island. The Shelter provides three major services to Bainbridge Island. Each year we have met the following goals: the shelter assisted 400 or Bainbridge Island residents with wildlife conflicts and issues of concerns and the Shelter will provide hospital services to 300 or more Bainbridge Island wild animals each year. In 2019, the Shelter treated 509 wild animals from the Island, assisted 979 Bainbridge Island Residents with wildlife conflict issues and provided educational programs to 1662 in 46 programs to Island residents. As 2020 is not complete, the final numbers for Bainbridge Island have not posted but we are anticipating the same trend from 2019.



West Sound
**WILDLIFE
SHELTER**

A CENTER FOR REHABILITATION & EDUCATION

Should you have any further questions, please reach out to me.

**BOARD OF
DIRECTORS**

Doug Burns
President

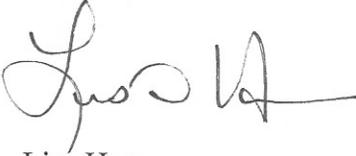
Rob Frankland
Vice President

Michael Sebastian
Treasurer

Elizabeth Ward
Secretary

Matt Lind
Mike Fisher
Lisa Horn
ex-officio

Sincerely,



Lisa Horn
Executive Director

STAFF

Lisa Horn
Executive Director

Alicia Bye, DVM
Fawn Harris
Kerry Klein
Cathy Johnson
Jason Descombaz





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan - Executive,

SUMMARY: In 2019, the Emergency Management Coordinator worked with the Kitsap County Department of Emergency Management on the development of the 2020-2025 Kitsap County Multi-Hazard Mitigation Plan. The plan was approved by the state and FEMA in late December 2019. This plan contains hazard mitigation goals and objectives and proposed strategies and actions to reduce short and long term vulnerability to the identified hazards here on Bainbridge Island and in Kitsap County.

AGENDA CATEGORY: Resolution

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with the Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Resolution No. 2020-20, Adopting the Kitsap County Multi-Hazard Mitigation Plan](#)

[Exhibit A to Resolution No. 2020-20: Kitsap County Multi-Hazard Mitigation Plan](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2020-20

A RESOLUTION of the City Council of Bainbridge Island, Washington, relating to emergency management; adopting the Kitsap County Multi-Hazard Mitigation Plan.

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires that all local organizations (governmental, tribal and not-for-profits), have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receiving Hazard Mitigation Grant Program (HMPG) funding; and

WHEREAS, the Kitsap County Department of Emergency Management has previously prepared a Kitsap County Multi-Hazard Mitigation Plan (the “Plan”) and has recently revised the Plan and provided it to the Board of County Commissioners who adopted the revised plan; and

WHEREAS, the Plan has been updated to ensure consistency with the federal Disaster Mitigation Act of 2000; and

WHEREAS, the Plan shall not necessarily imply advocacy of, or support for, individual mitigation initiatives proposed by other participating organizations, and the adoption of the plan shall be subject to limitations as defined in the Plan; and

WHEREAS, the Council finds that adopting the Plan will promote the health, safety, and welfare of the citizens of Bainbridge Island.

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

Section 1. The revised Kitsap County Multi-Hazard Mitigation Plan, attached as Exhibit A, is hereby adopted.

Section 2. 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.

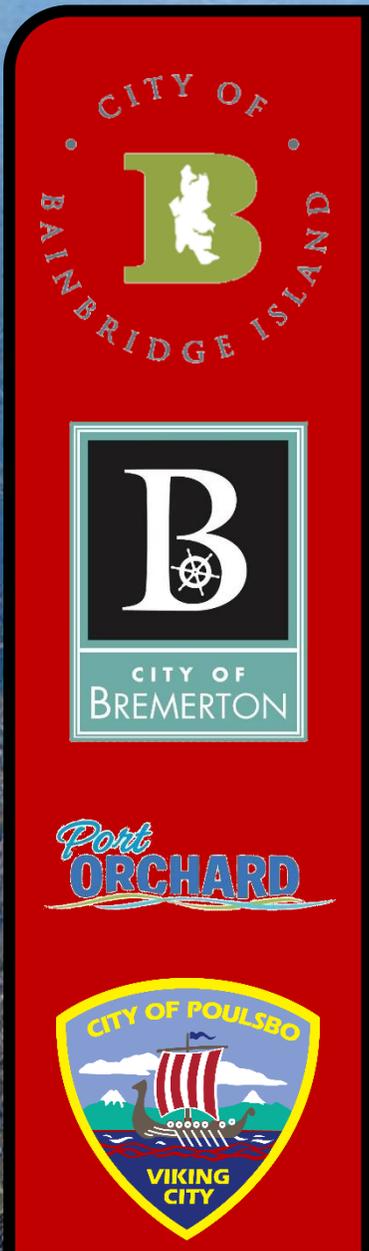
Leslie Schneider, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2020-20

Exhibit A: Kitsap County Multi-Hazard Mitigation Plan



Multi-Hazard Mitigation Plan

MHMP

December 2019

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RESOLUTION No. 014 -2020

ADOPTION OF REVISED KITSAP COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, the Kitsap County Department of Emergency Management has reported the completion of the revision of the Kitsap County Multi-Hazard Mitigation Plan to the Board of County Commissioners; and

WHEREAS, the plan has been updated to be in compliance with the Disaster Mitigation Act 2000 and in accordance with 44 CFR 201.6; and

WHEREAS, the Multi-Hazard Mitigation Plan contains Hazard Mitigation Strategy Goals and Objectives and proposed strategies and actions to reduce short and long term vulnerability to the identified hazards; therefore,

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS:

That the revised Kitsap County Multi-Hazard Mitigation Plan is hereby adopted.

DATED this 27th day of January, 2020.



**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

ATTEST:

Not present

ROBERT GELDER, Commissioner

Dana Daniels

Dana Daniels, Clerk of the Board

Edward E. Wolfe

EDWARD E. WOLFE, Commissioner

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Record of Changes

Element	Description	Date of Change	Changed By
Revision 2019	<ul style="list-style-type: none"> Update to the 2013 Mitigation Plan. 	August-September 2019	KCDEM
Overall	<ul style="list-style-type: none"> Rebranded the document to complement the HIVA and to better reflect the colors and style of the new Kitsap County Department of Emergency Management logo. Reformatted entire document for better readability, navigation, and flow. General grammar and spelling review and proofreading. Labeled all tables, figures, and graphics. Updated graphics, maps, tables, and statistical data. 	August 2019	KCDEM
Executive Summary	<ul style="list-style-type: none"> Updated Executive Summary text to better reflect the Multi-Hazard Mitigation Plan. Reviewed and revised grammar and spelling. Moved Participant/Stakeholder lists to The Planning Process Section. 	August 2019	KCDEM
Introduction	<ul style="list-style-type: none"> Changed section name from Section One to Introduction. Revised text for better grammar and flow. Updated Federal, State, and Local authorities and ordinances. 	August 2019	KCDEM
The Planning Process	<ul style="list-style-type: none"> Changed section name from Section Two to The Planning Process. Heavily updated Planning Process section. Removed update history from 1998 to 2013 and inserted it into Appendix C. Updated new stakeholder and public engagement processes. Updated information about the recent 2019 Kitsap County Hazard Identification & Vulnerability Assessment (HIVA) update. 	August 2019	KCDEM
Kitsap County Profile	<ul style="list-style-type: none"> Created new Kitsap County Profile section to better capture and outline the Kitsap County population, economy, built environment, and natural environment and how the County may be impacted by hazards. Updated section with the most recent 2019 HIVA information. Updated emergency/disaster history information. 	August 2019	KCDEM

Element	Description	Date of Change	Changed By
Mitigation Strategies & Recommendations	<ul style="list-style-type: none"> • Changed section name from Section Three to Mitigation Strategies & Recommendations. • Combined Section Three and Section Four (PRIORITY ONE and PRIORITY TWO) to include all mitigation strategies in the document. • Moved mitigation strategies from City Profiles into this section. • Updated maps, tables, and statistics. • Created tables to house mitigation strategies for easier readability and reference. • Reviewed and updated mitigation strategies. 	September 2019	KCDEM
Future Actions & Goals	<ul style="list-style-type: none"> • Changed section name from Section Four: Future Actions and Goals to Future Actions & Goals. • Reviewed and updated goals. 	August 2019	KCDEM
Appendices	<ul style="list-style-type: none"> • Changed former Appendix A: Kitsap County Mitigation Planning Committee Records to Appendix D: Stakeholder and Engagement Records. Updated section with all stakeholder and public engagement records. • Updated Appendix D list of references. 	August 2019	KCDEM

Table 1: Record of Changes

Executive Summary

In 2000, the federal government enacted the Disaster Mitigation Act (DMA 2000; P.L. 106-390) requiring states, local jurisdictions, and tribal governments to have an approved mitigation plan in place to be eligible for mitigation funding. In 2004, Kitsap County and its Department of Emergency Management (KCDEM) committed to providing coordination to identify potential alternatives for mitigation projects and to help to secure risk reduction funding for the benefit of the County and its Cities.

The Kitsap County Multi-Hazard Mitigation Plan (MHMP) is a living document and is now undergoing its first major update since 2013. KCDEM acknowledges that the update process was delayed due to challenges leading up to the formal approval and promulgation in 2014 and securing grant funding for a 2019 update.

In 2019, under a new Director, KCDEM initiated a complete review, update, and reformatting of the Kitsap County Hazard Identification and Vulnerability Assessment (HIVA) along with the MHMP to better capture the most recent hazard and mitigation information to best inform the County and to integrate the effects of Climate Change throughout the plan. The HIVA, which identifies and describes the hazards that may impact the County, informs the actions in the MHMP and was completed at the beginning of July 2019. All hazard-specific information in this MHMP is based on the new 2019 Kitsap County HIVA. A note of interest, Kitsap County was impacted by its first significant tornado, a high F2, in December 2018.

The County initiated the project by hosting a kickoff meeting with a broad stakeholder meeting and two-day Impacts of Climate Change on Emergency Management workshop conducted by the University of Hawaii Climate Change Center. KCDEM conducted the formal Kitsap County MHMP Stakeholder Steering Committee Kick-off Meeting on July 10, 2019, after completion of the HIVA. This MHMP is the culmination of a cooperative Stakeholder Steering Committee effort and required participation from Kitsap County internal government departments/agencies, local government city jurisdictions, fire and utility districts, special purpose districts, school districts, KCDEM, State of Washington Emergency Management Division (State EMD), and the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA). The underlying regional mitigation plan goal is to implement the regional strategy through mutually beneficial and cost-effective regional projects.

This MHMP meets the requirement for a Hazard Mitigation Plan under the amended Stafford Act (44 CFR, Part 201). Many local jurisdictions, communities, governmental agencies, and the public were involved in the MHMP development and critical review process.

It is vital for the County to have a proactive, coordinated approach to mitigation.

Mitigation measures save lives, reduce injuries, and prevent or decrease financial losses from the many hazards our region faces. The 2019 MHMP examines efforts that can be applied to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs through prevention and mitigation efforts. As additional funding sources become available, the county-wide plan will guide the selection of eligible projects from the criteria set forth in the Hazard Mitigation Grant Program (HMGP) and from other mitigation

funding sources such as the Pre Disaster Mitigation (PDM) Grant which was utilized to fund this plan development initiative.

While many elements of the 2013 MHMP have retained their integrity, statistics, strategies, studies, and research information were heavily reviewed in order to use the most recent and up-to-date information and to incorporate impacts of climate change throughout the potential hazard impacts narration. General updates, documented FEMA declarations, and other significant hazard incidents have been updated and included from the years 2004 to 2019. All footnotes/endnotes and links have been reviewed, verified, and updated as needed or possible. This entire document has been reviewed in detail.

The Record of Changes section on page 1 details all major changes made to this MHMP. Additional changes are indicated within each MHMP section and are referenced accordingly. During the development of this plan, some duplicative language, graphics, and narrations have been removed in order to enhance formatting and improve readability.

The Kitsap County MHMP 2019 is a reflection of Kitsap County and its emergency management program partner cities. Upon approval by FEMA, this document will be due for its next formal review in 2023 for submission to FEMA and Promulgation by December 2024.

Contact

Questions and comments about this MHMP can be directed to the:

Director of Kitsap County Department of Emergency Management

911 Carver St, Bremerton, WA 98312

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Introduction

Definition of Hazard Mitigation

Hazard mitigation is the effort to reduce the loss of life and property by lessening the impact of hazards or disasters.¹ For mitigation to be effective, the whole community needs to take action now—before the next disaster—to reduce human and financial consequences later (analyzing risk, reducing risk, and insuring against risk). Disasters can happen at any time and any place, and if the community isn't prepared, consequences can be fatal. Hazard mitigation may occur before, during, or after any phase of a threat, emergency, or disaster.

Effective mitigation requires that all stakeholders understand local risks, address the hard choices, and invest in long-term community well-being. Without mitigation actions, safety, financial security, and self-reliance may be adversely affected during an incident or disaster.

Mission Statement

The mission of the Kitsap County Department of Emergency Management (KCDEM) is to prepare for, mitigate against, respond to, and recover from any emergency or disaster that affects Kitsap County and its Emergency Management Program Cities (Bremerton, Port Orchard and Poulsbo) and when called upon in a Countywide or regional impacting disaster, the City of Bainbridge Island who currently manages their own Emergency Management Program.

Authority

Federal Laws

1. "The Federal Civil Defense Act of 1950"²

Provides general information to mitigation planners on the history of emergency planning response in the United States. Although it does not focus on natural mitigation strategies, it provides a background read on threats and the protection of life and property in the U.S.

2. Public Law 96-342 "The Improved Civil Defense Act of 1980"³

Provides general information to mitigation planners on the history of emergency planning response in the United States. Although it does not focus on natural mitigation strategies, it provides a background read on threats and the protection of life and property in the U.S. This bill enhanced the Federal Civil Defense Act of 1950 to improve emergency warning systems, establishment of better command and control through emergency operations, and improvements in preparing for potential threat (mostly hostile). The document provides a background in the history of mitigation measures in the U.S.

¹ <https://www.fema.gov/what-mitigation>

² <https://www.ssa.gov/policy/docs/ssb/v14n4/v14n4p11.pdf>

³ <https://uscode.house.gov/statutes/pl/96/342.pdf>

3. Public Law 91-606 “Disaster Relief Act”⁴

Public Law 91-606 was enacted in 1970 and a prelude to the Stafford Act. It provided provision for public relief after a disaster and provided Federal support from agencies to respond during disasters. The document provides general background information on disaster relief and assists locals in understanding the history and provision of disaster relief.

4. Public Law 93-288 “The Robert T. Stafford Disaster Relief Act of 1988”⁵

The Disaster Act of 1974 was amended in 1988 as the Robert T. Stafford Act which provided provision for disaster relief to include pre-disaster mitigation plans and strategies. This document sets the stage in defining this mitigation plan for local and its mitigation strategists. The Robert T. Stafford Act was amended in 2016.

5. “Disaster Mitigation Act of 2000”⁶

This document amended the Robert T. Stafford Relief Act of 1988 to include among other revisions, “encouraging hazard mitigation measures to reduce losses from disasters, including the development of land use and construction regulations.” Along with the Robert T. Stafford Act, these documents are essential to local planners in defining mitigation strategies for their jurisdictions.

6. “FEMA’s Multi-Hazard Mitigation Planning Guidance under the Disaster Mitigation Act of 2000-Revision 2008”⁷

FEMA’s guide on multi-hazard mitigation planning is designed to help interpret the rules in the Disaster Mitigation Act of 2000. It defines requirements of original and updated plans to ensure rules are met. This guidance is essential for mitigation planning and the core document for processing the development and adoption of the plan.

7. Post-Katrina Emergency Management Reform Act of 2006

This act amended the Homeland Security Act and modified the Stafford Act with respect to the organizational structure, authorities, and responsibilities of the Federal Emergency Management Agency (FEMA). Following this Act, FEMA now leads the coordination of and supports the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, mitigation, response, and recovery. Further this act amended the HAZARD MITIGATION GRANT PROGRAM FORMULA by striking “7.5 percent” and inserting “15 percent for amounts not more than \$2,000,000,000, 10 percent for amounts of more than \$2,000,000,000 and not more than \$10,000,000,000, and 7.5 percent on amounts of more than \$10,000,000,000 and not more than \$35,333,000,000”.

⁴ <https://www.govinfo.gov/content/pkg/STATUTE-84/pdf/STATUTE-84-Pg1744.pdf#page=14>

⁵ <https://www.fema.gov/media-library/assets/documents/15271>

⁶ <https://www.fema.gov/media-library/assets/documents/4596>

⁷ https://www.fema.gov/media-library-data/1424878409827-c19165ee0d13e65f864b85f8c00546e5/State_Mitigation_Planning_Guidance_2008.pdf

State Laws

1. Revised Code of Washington (RCW) 34.05 Administrative Procedure Act⁸

The legislature intends, by enacting this 1988 Administrative Procedure Act, to clarify the existing law of administrative procedure, to achieve greater consistency with other states and the federal government in administrative procedure, and to provide greater public and legislative access to administrative decision making. Used as a proceeding for administrative law in such areas as rulemaking, adoption rules, plan format, and public participation.

2. Revised Code of Washington (RCW) 38.52⁹

Defines the roles and responsibilities of Emergency Management to include hazard mitigation planning. It requires the adoption of the Comprehensive Emergency Management Plan, which includes provides for hazard mitigation planning. These measures are the foundation of the Kitsap County MHMP.

3. RCW 37.70A.040/050/120 “Regulations and Implementation Guidance for Comprehensive Plans”¹⁰

Define the requirements for jurisdictions’ comprehensive planning to include classifying agriculture, forest, mineral lands, and critical areas. Comprehensive planning begins with defining critical to ensure areas can be mitigated to reduce natural hazard risks.

4. Washington Administrative Code (WAC) 246-290 “Public Water Supplies”¹¹

Governs the main regulations for water systems in the State of Washington. Provides regulations for engineering requirements, ownership, variances, and planning. Essential to land use and critical area reviews. Locals use this document for mitigating risks to water systems.

Local Codes & Ordinances

1. Kitsap County, 1980. Ordinance No. 80 - Flood Damage Prevention Regulations¹²

Assist local and define flood and stormwater mitigation measures. Used to evaluate flood risk and mitigation strategies to prevent public and private damage during flooding events.

2. Kitsap County Ordinance No. 109, March 24, 1986¹³

Ordinance No. 109 provided for the inception of the Department of Emergency Management and the Emergency Management Council, defining the department’s roles and responsibilities to include hazard mitigation and prevention.

3. Kitsap County Critical Areas Ordinance, December 2017¹⁴

⁸ <https://app.leg.wa.gov/RCW/default.aspx?cite=34.05&full=true>

⁹ <https://apps.leg.wa.gov/RCW/default.aspx?cite=38.52>

¹⁰ <https://apps.leg.wa.gov/RCW/default.aspx?cite=36.70A>

¹¹ <https://www.doh.wa.gov/Portals/1/Documents/Pubs/331-010.pdf>

¹² <https://www.codepublishing.com/WA/KitsapCounty/html/KitsapOT.html>

¹³ <https://www.codepublishing.com/WA/KitsapCounty/html/KitsapOT.html>

¹⁴ <https://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap19/Kitsap19100.html#19.100>

City of Bainbridge Island Critical Area Ordinance, January 2019¹⁵

City of Poulsbo Chapter 16.20 Critical Area Ordinances, July 2007¹⁶

Port Orchard Critical Ordinance, December 2009¹⁷

City of Bremerton Critical Lands Ordinance, June 2016¹⁸

Critical Area Ordinances define areas with potential risks or hazardous to the public. These areas may require mitigation efforts for land use. Strategies are defined at the city or county level to improve these areas for developers. These plans will define such hazards as flood plain areas, hazardous materials to include defined superfund sites, and those areas known for ancient ground movement. These plans are essential to mitigation strategies and developing long term land use plans.

4. Kitsap County Codes

Kitsap County Code Title 14 – Building

Kitsap County Code Title 17 – Zoning

Kitsap County Code Title 12 – Stormwater Management

Kitsap County Code Title 2 – Emergency Management

5. Kitsap County Comprehensive Emergency Management Plan, 2015¹⁹

Adopted as the basis for the MHMP and strategy in Kitsap County. Each City and the County have an adopted plan which defines the importance of mitigation and includes as an Annex, the Hazard Identification and Vulnerability Assessment 2019.

Purpose

According to FEMA, developing hazard mitigation plans enables state, tribal, and local governments to:²⁰

- Increase education and awareness around threats, hazards, and vulnerabilities;
- Build partnerships for risk reduction involving government, organizations, businesses, and the public;
- Identify long-term, broadly supported strategies for risk reduction;
- Align risk reduction with other state, tribal, or community objectives;
- Identify implementation approaches that focus resources on the greatest risks and vulnerabilities; and
- Communicate priorities to potential sources of funding.

¹⁵

<https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland16/BainbridgeIsland1620.html#16.20>

¹⁶ <https://cityofpoulsbo.com/wp-content/uploads/2017/02/AdoptionDocumentallsections.pdf>

¹⁷ <https://www.codepublishing.com/WA/PortOrchard/html/PortOrchard20/PortOrchard20162.html>

¹⁸ <https://www.bremertonwa.gov/401/Critical-Area-Ordinance>

¹⁹ <https://www.bremertonwa.gov/DocumentCenter/View/3215/2015-Comprehensive-Emergency-Management-Plan-PDF>

²⁰ <https://www.fema.gov/hazard-mitigation-planning>

The purpose of the Kitsap County MHMP is to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property, and the environment from all hazards using hazard/threat information identified in the 2019 Hazard Identification and Vulnerability Assessment (HIVA). This can be achieved by increasing public awareness of hazards, documenting the resources for risk reduction and loss-prevention, and identifying activities to guide the county towards building a safer, more sustainable community.

In order to prepare for and mitigate against hazards that have the potential to strike the County, it is necessary to understand the history and projected future activity within Kitsap County, and how vulnerable the citizens may be to hazards within that context. The HIVA describes the hazards with the greatest potential threat to Kitsap County and its citizens, environment, personal and public property, and economy. This analysis serves as a basis from which Kitsap County can develop plans, educate the public, provide training for first responders, and develop exercises to practice the skills and apply knowledge to better prepare for the hazards that may occur within the County. ***The MHMP takes the hazard information from the HIVA and makes it actionable through mitigation strategies.***

Kitsap County has an active mitigation program working with County, City, and special purpose districts to identify and mitigate hazards in Kitsap. An approved MHMP is in place to benchmark mitigation strategies and take advantage of mitigation funding or local resources to improve Kitsap's protection from hazards. Mitigation strategies are standard in many counties, and city land use and management plans to make the best use of land vulnerable to hazards.²¹

The plan identifies and evaluates specific hazard mitigation strategies to be considered by Kitsap County and its political subdivisions, agencies, and organizations. The strategies presented are deemed appropriate and effective by recommendation of the Kitsap County Stakeholder Steering Committee. Upon acceptance by the participating jurisdictions' governing bodies, the selected strategies will be further developed for funding and implementation by the lead agencies. It is understood the mitigation strategies adopted in this plan are recommendations only, as they must be approved and funded to be designated as official Hazard Mitigation Strategies to be implemented by Kitsap County and its political subdivisions.

The 2019 HIVA of Kitsap County covers both natural and technological hazards, although including technological and human-caused threats in this assessment was not mandatory according to the Federal Emergency Management Agency (FEMA) Local Mitigation Plan guidance. Such hazards are generally covered by the Threat and Hazard Identification and Risk Assessment (THIRA) process, which is conducted at the State level, and in local public planning specific to those threats. However, in its HIVA, Kitsap County identifies and discusses a select number of technological and human-caused hazards to better inform public officials, emergency managers, private partners, and community members about the potential risks and effects of technological and human-caused threats. This MHMP focuses on the *natural hazards* that affect Kitsap County and also takes into consideration the possible future impacts of Climate Change.

²¹ Kitsap County Comprehensive Emergency Operations Plan (2015)

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The Planning Process

Mitigation Planning Defined

Hazard mitigation planning identifies and prioritizes sustained measures that if enacted, will reduce or eliminate long-term risk to people and property from natural hazards and their effects. This plan briefly discusses human-made hazards, like terrorism, but will generally focus on natural hazards. Mitigation measures can reduce personal loss, save lives, and reduce the cost to local, State, and Federal governments for response and recovery actions. In the long run, mitigation, whether preparing citizens for disasters, training responders, or infrastructure protection, takes the burden off responders to concentrate on problems that cannot be mitigated, and/or reduces the effect on social and economic recovery.

Internationally the focus on adaptation for climate change is focused on making hard and soft adaptive measures. Hard mitigation measures involve costly, large, and complex technology and infrastructure, whereas soft mitigation measures prioritize human capital, community engagement, simplicity, and appropriateness such as outreach and education programs. The Kitsap County MHMP Strategies engage in a mixed approach of both hard and soft mitigation strategies which dovetail directly into the FEMA model for natural hazard mitigation as defined below.

FEMA identifies four broad categories of actions that constitute natural hazard mitigation:²²

1. Local Planning and Regulations (soft mitigation)
2. Education and Awareness Programs (soft mitigation)
3. Structure and Infrastructure Projects (hard mitigation)
4. Natural Systems Protection (hard mitigation)

These categories become the core competencies for developing an effective mitigation program. Planners use the competencies to assess organizational mitigation efforts, develop processes that include these efforts, and select mitigation projects. As part of this assessment, it must involve other pertinent information that defines risk assessments and the value of mitigation to a jurisdiction and/or Kitsap County.

Integration with Other Plans

The MHMP is a support annex to the Kitsap County Comprehensive Emergency Management Plan. As part of the planning process, information related to hazards, risk, vulnerability, and mitigation was obtained from various plans used by Kitsap County such as the Kitsap County Comprehensive Emergency Management Plan and the Washington State Enhanced Mitigation Plan.

The development of the MHMP involves reviewing and updating existing land use policies and regulatory ordinances while considering new policies and ordinances that improve and extend protection of the public health, safety and welfare.

²² FEMA Mitigation Ideas: A Resource to Reducing Risk to Natural Hazards (January 2013)

The hazard, risk, vulnerability, and mitigation information in this plan and the HIVA can be integrated in various local plans such as emergency operations plans and hazard mitigation plans for Bainbridge Island, Bremerton, Port Orchard, and Poulsbo, as well as other special districts as applicable. Businesses, schools, and other community elements can also take advantage of the information provided in the HIVA and MHMP for their own emergency and mitigation plans.

Lead Agency and Stakeholder Steering Committee Participation

Comprised of one county commissioner, the mayors of Bremerton, Port Orchard, and Poulsbo, and one City council member from Bainbridge Island, the Kitsap County Emergency Management Council was established in 1986 to provide direction, control, and oversight of the Department of Emergency Management.²³ KCDEM acts as the lead agency in coordinating the efforts of the Kitsap County MHMP Stakeholder Steering Committee in formulating and supporting the Kitsap County Hazard Mitigation Strategy Identification and Plan promulgation and maintenance. As the largest of the joint emergency management program members, Kitsap County is responsible for the financial administration of the joint emergency management program.

KCDEM identified various stakeholders to be involved in the planning and development process and invited them via webinar during the HIVA and MHMP Kickoff Meetings.

KCDEM acknowledges the contribution of many individuals for their hard work and dedication that made this 2019 Kitsap County MHMP update possible. Grateful appreciation is extended to the Kitsap County MHMP Update Stakeholder Steering Committee members and agencies named in Table 2 who were invited or participated in the HIVA and MHMP review, update, and planning process. Although Special District representation was present during the HIVA and MHMP processes regarding review, research, and strategy during MHMP development, this Plan will not include individual chapters for each. The Plan focuses on Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo.

Participating Jurisdictions, Agencies, & Organizations			
Representative	Agency/Organization	Title	Participation Status (Invited/Participating)
Kitsap County			
Elizabeth (Lis) Klute	KCDEM	Director	Participating
Randy Unger	KCDEM	Project Manager	Participating
Linda Tsubaki	KCDEM	EMAT	Participating
Force Tolar	KCDEM	EMAT	Participating
Jim Wilson	KCDEM	Public Volunteer	Participating
Michele Moen	KCDEM	EMAT	Participating

²³ <http://mrsc.org/getmedia/6e07cf5b-85da-4e70-9ca2-4c570caf701b/k54emsILA.pdf.aspx>

Participating Jurisdictions, Agencies, & Organizations			
Representative	Agency/Organization	Title	Participation Status (Invited/Participating)
Dave Rasmussen	KCDEM	Public Information Officer	Participating
Tom Malley	KCDEM	EMAT	Participating
David Tucker	KCDEM	DCD	Participating
Jacques Dean	KCDEM	Public Works Department, Roads	Participating
Herb Jewell	KCDEM	EMAT	Participating
Eric Quitslund	KCDEM	EMAT	Participating
Jay Lovato	KCDEM	EMAT	Participating
Joe Vlach	Central Kitsap School District	Director of Operations	Participating
Hanna Shockley	Human Services	Supervisor	Participating
Stephanie George	Kitsap 911 - CENCOM	Training Manager	Participating
Mike Prothero	Kitsap Transit	Operations Supervisor	Participating
Jason Rhoads	North Kitsap School District	Executive Director of Business, Finance, and Operations	Participating
Amy Anderson	Public Health District	Emergency Preparedness, Public Health Educator	Participating
Jessica Guidry	Public Health District	Emergency Preparedness Manager	Participating
Bob Hunter	Public Utility District	General Manager	Participating
P. Campbell	Public Utility District	Public Works Department, Solid Waste	Participating
Andy Nelson	Public Works	Public Works Director	Participating
Alexis McKinnion	Public Works	Public Works Department, Solid Waste	Participating
Darryl Johnson	South Kitsap School District	Director for Safety, Security & Emergency Management	Participating
Bainbridge Island			
Morgan Smith	City of Bainbridge Island	City Manager, Emergency Management Director	Participating
Erin Bischoff	Bainbridge Island School District	Public Relations Officer	Participating

Participating Jurisdictions, Agencies, & Organizations			
Representative	Agency/Organization	Title	Participation Status (Invited/Participating)
Anne Lesage	City of Bainbridge – Emergency Management	Emergency Management Coordinator	Participating
Bremerton			
Pat McGanney	Bremerton Fire Department	Fire Chief, Emergency Management Coordinator	Participating
Karen Bevers	Bremerton School District	Director of Communications & Community Engagement	Participating
Patty Glaser	Bremerton School District	Supervisor of School Safety & Support	Participating
Axel Strakeljahn	Port Districts	Port Commissioner	Participating
Port Orchard			
Nick Bond	Community Development	Community Development Director	Participating
Zack Holt	Public Works	Stormwater Programs Manager	Participating
Mark Dorsey	Public Works	Public Works Director	Participating
Chief Matt Brown	Police Department	Police Chief, Emergency Management Coordinator	Participating
Poulsbo			
Helen Wytko	Planning & Economic Development	Planning Technician	Participating
Karla Boughton	Planning & Economic Development	Planning Director	Participating
Mike Pleasants	Planning & Economic Development	Assistant City Engineer	Participating
Silverdale			
Jeannie Screws	Silverdale Water District	Fiscal Manager	Participating
Morgan Johnson	Silverdale Water District	General Manager	Participating
Jefferson County			
Willie Bence	Department of Emergency Management	Director	Participating

Participating Jurisdictions, Agencies, & Organizations			
Representative	Agency/Organization	Title	Participation Status (Invited/Participating)
Tribal			
Misty A. Ives	Port Gamble S'Kallam Tribe	Emergency Management Director	Participating
Cherrie May	Suquamish Tribe	Emergency Management Director	Participating
State			
Lit Dudley	Washington Department of Transportation	Regional Emergency Manager	Participating
Dan Banks	Washington Department of Transportation	Emergency Management Supervisor	Participating
Michael Levkowitz	Washington Division of Emergency Management	Mitigation Strategist	Participating as reviewer
Susan Enders	Washington Division of Emergency Management	Mitigation Specialist	Participating as reviewer
Military			
Mike Simpkins	US Navy/ Naval Base Kitsap and Naval Magazine Indian Island	Lt. Commander, Emergency Manager Naval Base Kitsap	Participating
Bob Hubbard	US Navy NW Region	Radiological Emergency Planner	Participating
Dan Shinnars	Puget Sound Naval Shipyards	105.6 Nuclear	Participating
Chad Delaney	Puget Sound Naval Shipyards	105.6 Nuclear	Participating
Matthew Miller	Puget Sound Naval Shipyards	105.6 Nuclear	Participating
Russ Blackstock	Puget Sound Naval Shipyards	105.6 Nuclear	Participating
Private			
Mary Hobday	Puget Sound Energy	Emergency Planning Manager	Participating
Non-Governmental/Non-Profit Organizations			
Stephen Finley	American Red Cross	Disaster Program Manager	Participating
Jacob Hausdorf	CHI Franciscan	Emergency Management Specialist	Participating

Participating Jurisdictions, Agencies, & Organizations			
Representative	Agency/Organization	Title	Participation Status (Invited/Participating)
Jennifer Kriedler-Moss	Peninsula Community Health SVCS	Chief Executive Officer	Participating
Daniel Paquette	Team Rubicon	Manager	Participating
Chief Keith Wright	Washington State Association of Fire Chiefs	Vice President	Participating

Table 2: Participating Jurisdictions, Agencies, & Organizations

Multi-Hazard Mitigation Planning Stakeholder Committee Tasks

Overarching Mitigation Tasks

Stakeholder Steering Committee members were responsible for several overarching mitigation activities:

1. Coordinate with the Department of Emergency Management to oversee the planning process.
2. Prioritize hazards vs. resources.
3. Select the highest estimated return on investment mitigation recommendations.
4. Review planning drafts, recommendations, and updates.
5. Identify and implement long and short-term goals.
6. Integrate the plan with all phases of Comprehensive Emergency Management Planning.
7. Provide for the implementation of committee decisions.
8. Encourage, coordinate, and provide a methodology for the implementation of input from the public, elected officials, and agency personnel.
9. Establish committee tasks.
10. Determine implementation ability and constraints for proposed Hazard Mitigation planning steps and measures.
11. Bring forward community concerns.
12. Identify implementation resources.
13. Provide for the update of Comprehensive Emergency Management Plans on a scheduled basis.
14. Evaluate and carry out mitigation activities.
15. Assist in the identification of funding sources and the procurement of funds to support hazard mitigation.

2019 Plan Review & Update

Specific to the 2019 MHMP development process:

- All City and Special Purpose District planning partners were contacted in May 2019 to advise them of the review and update of the Kitsap County HIVA leading up to the update of the MHMP. All were asked to review and update their County and jurisdictional profile information.
- The HIVA Kick-Off meeting was held on April 8, 2019, and the attending partners agreed on the deadlines for agency-specific documentation delivery. The Request For Information (RFI) Collection Process for the review and update was presented to the stakeholders via webinar using Google Sheets. This RFI Process was also used for the information collection during the MHMP update.
- HIVA/MHMP Stakeholder Steering Committee meetings took place on April 17, June 3, and July 10, 2019, and August 14, 2019. Monthly MHMP update meetings with stakeholders began to take place from July through October 2019. These meetings took place in person and via webinar in order to discuss the MHMP process, provide an update on the status of the document, provide guidance on the RFI process, discuss strategies, and answer any stakeholder questions.
- The final MHMP Stakeholder Steering Committee meeting took place on Sunday 26, 2019 in order to present the final draft of the 2019 MHMP and discuss the next steps regarding approval, budget, and lessons learned from the planning process.

Stakeholder Update Responsibilities

- Review the 2013 MHMP.
- Update their jurisdiction/agency profile and provide updates, revisions, and additions to sections of the MHMP using the Request For Information (RFI) process on Google Sheets.
 - Electronic RFIs were the main source of capturing stakeholder updates, revisions, and additions to the MHMP. A large matrix of requests was created using Google Sheets and Google Docs to fully capture all sections of the MHMP to present the information to stakeholders in an efficient and user-friendly process, as well as to document how they were involved in the planning process. A screenshot and direct link to the HIVA and MHMP RFI Trackers can be found in Appendix C: Stakeholder and Public Engagement Records. Information was also captured through in-person/webinar meetings, conference calls, emails, and electronic surveys. Stakeholders were encouraged to provide information in any method they deemed easiest.
 - **This RFI Process was well received, and the Kitsap County Department of Emergency Management feels it and the one utilized for the HIVA process should be recognized as a best practice for facilitating stakeholder input.**
- Evaluate and update their profiles to reflect changes in hazard risk assessments.

- Evaluate strategies and update profiles for potential terrorist threats and mitigation strategies.
- Report on completed mitigation strategies.
- Develop new mitigation strategies.
- Report any concerns that may warrant further action or changes to the process.
- Collaborate with other functional organizations on mitigation strategies.

Kitsap County MHMP Development - 2019			
Date	Activity	Subject	Action Items
December 18, 2018-February 10, 2019	EOC Activated for Local, state and federally declared disaster	“Holiday Twist” Tornado Incident	Declared Disaster
January 22, 2019	Internal Project Kickoff with key stakeholders	A broad group of key stakeholders was briefed on the critical timeline of the project and committed to meet the said timeline.	Stakeholder buying initiative
January 23-24, 2019	Impacts of Climate Change on Emergency Management Workshop	Attended by 51 local stakeholders including elected officials, tribal, federal, state, local agencies, non-profits, local businesses and members of the public.	Initial discussions on the data collection for the HIVA element of the MHMP Update project
February 7-11, 2019	EOC Activated for Local weather emergency	“February Freeze” Snowstorms	Undeclared Emergency Activation
April 8, 2019	Kitsap HIVA Kickoff Stakeholder Meeting	Review and update current HIVA (2013) and schedule meeting dates.	Team to begin reviewing HIVA and begin on updates to profiles.
April 12, 2019	Internal Planning Meeting	<ul style="list-style-type: none"> • Preparation for April 17 call with stakeholders • Run through of presentation • Discussion of RFI delegation to stakeholders 	KCDEM to assign RFI tasks to stakeholders.
April 17, 2019	HIVA Update Stakeholder Meeting	<ul style="list-style-type: none"> • Review HIVA/MHMP process • Discuss stakeholder input needs • RFI process walkthrough 	Continue review and updating of required elements. Stakeholders to

Date	Activity	Subject	Action Items
		<ul style="list-style-type: none"> Schedule upcoming HIVA meeting dates/deadlines 	answer RFIs and provide input.
May 28, 2019	State-Level MHMP Kickoff Meeting	<ul style="list-style-type: none"> Discuss MHMP process with State partners at WA DEM. Discuss grant needs and requirements Extra staff needs Past challenges Administrative questions Available resources 	Continue development of HIVA. Utilize provided State resources.
June 3, 2019	HIVA/MHMP Stakeholder Meeting	<ul style="list-style-type: none"> Review the project timeline Discuss next steps Discuss stakeholder needs 	Continue development of MHMP and KCDEM stakeholder outreach.
July 9, 2019	Internal Planning Meeting	<ul style="list-style-type: none"> Preparation for July 10 call with stakeholders Run through of the presentation 	Prepare for stakeholder call.
July 10, 2019	MHMP Stakeholder Meeting	<ul style="list-style-type: none"> Present the updated 2019 HIVA Discuss next steps as the MHMP is drafted Discuss community engagement strategy Present RFI process Identify upcoming dates/deadlines 	KCDEM to assign RFIs to stakeholders. Continue review and update of the plan as stakeholders provide information. Start of Monthly Stakeholder MHMP calls.
August 14, 2019	MHMP Stakeholder Meeting	<ul style="list-style-type: none"> Presented the status of the MHMP update. Identified gaps, strategies, and items that needed to be reviewed and addressed. 	Stakeholders were sent current drafts of the documents and were asked to review and update, specifically focusing on mitigation strategies.
August 14 – August 21, 2019	Stakeholder Review	Stakeholder Steering Committee review of MHMP first draft.	Review and provide feedback on the first draft of the MHMP before public dissemination.

Date	Activity	Subject	Action Items
August 21-25, 2019	Public Engagement & Outreach	KCDEM had a booth at the Kitsap County Fair and Stampede to gather feedback from the public regarding their perception of hazards. The MHMP was presented and the public was engaged.	Public provided feedback on their perception of hazards.
August 29, 2019	Public Review of MHMP Second Draft	Second draft of MHMP was shared with the public electronically with accompanying feedback survey.	Public to review the document and provide any feedback via survey.
September 3, 2019	Public Engagement & Outreach	Public Town Hall in Poulsbo (North Kitsap) to present the MHMP and provide an opportunity for public feedback.	Public provided feedback on the document and its findings.
September 4, 2019	Public Engagement & Outreach	Public Town Hall in Port Orchard (South Kitsap) to present the MHMP and provide an opportunity for public feedback.	Public provided feedback on the document and its findings.
September 16, 2019	Stakeholder Review	Stakeholders to review third draft of the MHMP.	Provide feedback on the third draft.
September 30, 2019	Final Draft Review	Final review by KCDEM.	Corrections as needed
October 1, 2019	Draft Plan Delivery	Delivery of Draft Plan to WA EMD .	Await approval and forwarding to FEMA for final approval.

Table 3: Kitsap County MHMP Development - 2019

Update History

An in-depth review of the update history of the Kitsap County MHMP can be found in Appendix A: MHMP Update History discussing changes from 1998 until 2019.

Funding

The MHMP update was funded through KCDEM and a Pre-Disaster Mitigation (PDM Grant received through the State of Washington as a sub-recipient in December 2018. Agencies and jurisdictions who participated in this plan used their staff time and resources to make this update possible.

The Kitsap County Emergency Management Council greatly appreciates the effort and time everyone devoted to this update.

Hazard Identification & Vulnerability Analysis (HIVA) Process

Overall, risk assessment is difficult to quantify, so the utilization of both qualitative and quantitative methods promotes a more comprehensive approach and process. The conditional and variable nature of hazards precludes risk analysis from being entirely objective or quantitative, and some subjectivity and variance are to be expected.

In order to identify, plan for, and respond to any hazard in a community, a risk assessment can provide information on the types of hazards, the location of hazards, the value of existing land and property in hazard locations, and an analysis of risk to life, property, and the environment that may result from any hazardous event. Specifically, the three levels of a risk assessment are as follows:

- 1. Profiling Hazard Events:** describes the causes and characteristics of each hazard, how it has affected Kitsap County in the past (disaster history), and how the community's population, infrastructure, and environment has been impacted by the hazard.
- 2. Vulnerability Assessment:** explains those factors that make the hazard a threat to the community or increase the threat and define those areas most susceptible to the threat.
- 3. Probability of Occurrence:** An adjective description (High, Medium, or Low) of the probability of a hazard's impacts Kitsap County within the next 25 years.

The MHMP Stakeholder Steering Committee, led by KCDEM, reviewed the 2019 Hazard Identification and Vulnerability Assessment (HIVA) to determine the hazards that most likely would impact Kitsap County and, based on the disaster history of Kitsap County and its cities, determine the need to address those hazards identified in Table 5: HIVA Risk Ratings 2019. Information from Community Public Surveys, as discussed in the

The 2019 Kitsap County HIVA drew significantly from the FEMA's 2015 Risk Report for Kitsap County including the Cities of Bremerton, Bainbridge, Port Orchard, Poulsbo, the Port Gamble S'Klallam Indian Reservation, the Suquamish Tribe, and Unincorporated Kitsap County. This report aimed to help community members act to reduce their risk regarding coastal flood, earthquake, landslide, and tsunami incidents. The scope included the 246.86 miles of coastline in Kitsap County, of which 136.05 miles were studied using detailed methods and 110.81 miles using approximate methods.

FEMA developed the report using its risk assessment tool, Hazus, which estimates losses that may result from flooding or earthquakes. The Hazus model incorporated a complete list of every building in Kitsap County. Other hazards, including landslides and tsunamis, were assessed through a vulnerability assessment. FEMA collected data on local at-risk assets and resources, the physical features and human activities that contribute to that risk, and the location and severity of the hazard to determine potential community losses. The loss data from Hazus and the exposure analysis highlight areas that would be affected, which provides an opportunity to prioritize mitigation action in these areas.

During the update of the MHMP, a Google Forms survey was disseminated to individuals in the Stakeholder Steering Committee to capture risk rating information on the various hazards and threats that may affect Kitsap County. Stakeholders were asked to rate hazards and their impacts on Area Impacted, Population, Vulnerable Population, Built Environment, Critical Infrastructure, County Facilities, First Responder Facilities, Economic Consequences, and Environmental

Impacts to mirror the 2018 Washington State Hazard Mitigation Plan. Stakeholders rated impacts on a 1-10 scale, with 1-3 meaning “Low,” 4-7 meaning “Moderate,” and 8-10 meaning “High.” The survey had a total of 154 questions, and nine stakeholders provided input. A public Community Survey (as discussed in the Public Outreach & Engagement section) in electronic and printed form was also created to capture the community’s perceptions of hazards and their effect on the County and their homes. The results of the stakeholder and public surveys are found in Appendix C: Stakeholder and Public Engagement Records.

The results from the Stakeholder Risk Rating and printed/electronic Public Community Surveys were studied and compared with the historical and quantitative hazard information reviewed during the 2019 Kitsap County Hazard Identification & Vulnerability Assessment (HIVA) update. Risk assessment is inherently problematic and hard to validate, so utilizing and reviewing both qualitative and quantitative data helped provide an appropriate risk rating to each hazard.

Risk Assessment Overview

Risk assessment in the HIVA provides information regarding the types of hazards, the location of hazards, the value of existing land and property in hazard locations, and an analysis of risk to life, property, and the environment that may result from any hazardous event. Specifically, three levels of risk assessment included in this HIVA are “Low,” “Moderate,” and “High.”

An adjective description (High, Moderate, or Low) summarized the overall threat posed by a hazard over the next 25 years. It is a subjective estimate of the combination of the probability of occurrence and vulnerability.

Adjective	Description
High Major focus of Kitsap disaster preparedness program	There is strong potential for a disaster of major proportions during the next 25 years; or , history suggests the occurrence of multiple disasters of moderate proportions during the next 25 years.
Moderate Modest priority of disaster preparedness	There is moderate potential for a disaster of less than major proportions during the next 25 years.
Low Low priority program	There is little potential for a disaster during the next 25 years.

Table 4: Risk Rating Adjective Descriptions

HIVA Risk Ratings 2019					
Hazard/Threat	Overall Risk	People	Damages	Economy	Environment
Natural Hazards					
Droughts	Low	Low	Low	Low	Moderate
Earthquake	High	High	High	High	High
Flooding	Moderate	Low	Moderate	Low	Low

HIVA Risk Ratings 2019					
Hazard/Threat	Overall Risk	People	Damages	Economy	Environment
Forest & Urban Fires	Moderate	High	Moderate	Low	Moderate
Landslides	Moderate	Low	Moderate	Low	Low
Severe Storms/Tornadoes	Moderate	Low	Moderate	Moderate	Moderate
Tsunamis	Moderate	Low	High	Moderate	Moderate
Volcanic Ash Fall	Low	Low	Low	Low	Moderate
Technological & Human-Caused Hazards					
Cyber Attack	Moderate	High	Moderate	Moderate	Moderate
Dam Failures	Low	Low	Low	Low	Low
Energy Emergencies	Moderate	Moderate	Moderate	Moderate	Moderate
Hazardous Materials	Moderate	Moderate	Moderate	Moderate	Moderate
Radiological	Moderate	Low	Moderate	High	High
Search & Rescue	Low	Moderate	Low	Low	Low
Terrorism	Moderate	Moderate	Moderate	Moderate	Moderate
Transportation-MCI	Moderate	Moderate	Moderate	Moderate	Moderate
Epidemics	Moderate	Moderate	Moderate	Moderate	Moderate

Table 5: HIVA Risk Ratings 2019

The overall ratings for hazards from the 2013 MHMP remain similar. Two major updates include raising the overall rating for Tsunamis from “Low” to “Moderate” due to studying simulated data and information as well as the addition of ratings for Cyber Attacks, which did not have any ratings previously.

Hazard Mitigation Process for Kitsap County

In Kitsap County, the planning process defines goals and objectives to assist in mitigation planning, evaluation of mitigation strategies, and identification of mitigation projects. The process includes hazard identification and assessment, community identification, and understanding of the geological history and its effects on land use and development.

Capability Assessment

The Capability Assessment is an evaluation of Kitsap County’s governmental structure, political framework, legal jurisdiction, fiscal status, policies and programs, regulations and ordinances, and resource availability. The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs, or projects. As in any planning process, it is important to try to establish which goals, objectives, and/or actions are feasible based on an understanding of the organizational capacity of those

agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical, and likely to be implemented over time, given a local government's planning and regulatory framework, level of administrative and technical support, amount of fiscal resources, and current political climate. The information collected in the survey questionnaires was incorporated into a database for further analysis. A general scoring methodology was then applied to quantify each jurisdiction's overall capability. According to the scoring system, each capability indicator was assigned a point value based on its relevance to hazard mitigation. The Capability Assessment can be found in Appendix B: Capability Assessment.

Goals

Seven goals form the basis for the objectives in the following section. These goals are shown from the highest priority, at the top of the list, to those of lesser importance.

1. Protection of life during and after the occurrence of disasters from identified hazards
2. Preventing the loss of life and reducing the impact of damage where problems cannot be eliminated
3. Protection of emergency response capabilities, including:
 - Communication and warning systems;
 - Emergency medical services and medical facilities mobile resources;
 - Critical facilities; and
 - Government continuity.
4. Protection of developed property, homes and businesses, industry, educational opportunities, and the cultural fabric by combining hazard loss reduction with the community's environmental, social, and economic needs.
5. Promoting public awareness of community hazards and mitigation measures and encouraging public participation in the planning objectives.
6. Preserving or restoring natural mitigation values such as flood plains.
7. Protection of natural resources and the environment.

Objectives

The following objectives are meant to serve as a "measuring stick" upon which individual hazard mitigation projects can be evaluated. These criteria for evaluation become especially important when two or more projects are competing for limited resources. Project criteria objectives may include, but are not limited to, ensuring the MHMP is a functional document that identifies short- and long-term strategies and describes each measure, including by:

- Identifying at least one person, agency, or organization responsible for implementation.
- Projecting a time frame for implementation.
- Explaining how the project will be financed, including the conditions for financing and implementation as information is available.

- Being consistent with, supporting, and helping implement the goals and objectives of hazard mitigation plans already in place for the geographic area in question.
- Being based on the Kitsap County Hazard Identification & Vulnerability Assessment.
- Having significant potential to reduce damages to public and/or private property or reduce the cost of Local, State, and Federal recovery from future disasters.
- Being the most practical, cost-effective, and environmentally sound alternative after consideration of the options.
- Addressing a repetitive problem or one that has the potential to have a major impact on an area, reducing the potential for loss of life, loss of essential services and personal property, damage to critical facilities, economic loss, hardship or human suffering.
- Meeting applicable permit requirements.
- Discouragement of development in hazardous areas.
- Contributing to both the short- and long-term solution to the hazard vulnerability risk problem.
- Ensuring the benefits of a mitigation measure are equal to or exceed the cost of implementation.
- Having manageable maintenance and modification costs.
- Being designed, when possible, to accomplish multiple objectives, including improvement of life-safety risk, damage reduction, restoration of essential services, protection of critical facilities, security of economic development, recovery, and environmental enhancement.
- Using existing resources, agencies, and programs, when possible, to implement the project.

With approximately 33 organizations participating in the HIVA/MHMP effort in some capacity, there are other structures of government besides those shown in the previous section.

- Other Factors Impacting Community:
 - Existing Hazard Mitigation/Management/ Damage Reduction Plans.
 - Existing County agencies and programs.
 - Hazard mitigation measures currently implemented.
 - Financial constraints and the ability to implement mitigation strategies.
 - State and Federal lands contained within Kitsap County impacting upon County resources.
 - State and Federal transportation links serving Kitsap County and impacting upon County resources.

Prioritization for Natural Hazard Mitigation

Much of the loss from a natural disaster is a result of property and contents damage, additional living and business interruption costs, and the cost of the response to the disaster itself. The challenge for both governmental entities and the private sector is to determine the economic feasibility of preventive actions (mitigation) that may lessen future losses. The issue often raised

by elected officials is whether the benefits of mitigation exceed the costs, especially if no regulation or standard is required. Conversely, if a minimum standard were in place at the time of the event, through a benefit-cost analysis, it could demonstrate that exceeding such minimums would still be economically defensible.

The goal of each strategy is the reduction or prevention of damage from a hazard event. In order to determine a strategy's effectiveness in accomplishing this goal and prioritizing each strategy, a set of criteria is applied to each proposed strategy.

To support community-wide planning, each Stakeholder Steering Committee member identifies potential strategies for their specific type of agency and prioritizes each strategy, taking the following considerations into account:

- **Plan goals and objectives**
 - How does the mitigation action address the goals and objectives of the plan?
 - Does it reduce disaster damage?
- **Equity**
 - Does the strategy benefit most, if not all the communities within the County?
 - Is there an equitable distribution of strategies by each participating agency?
- **Countywide impacts**
 - How does it affect Kitsap County as a whole?
- **Ease of implementation**
 - Can this action be easily implemented first?
 - Does the agency(ies) have the capability (funding, regulatory authority, staff) in place now to implement the strategy?
- **Multi-objective strategies**
 - Does this strategy achieve multiple goals?
- **Time**
 - Can this strategy be quickly accomplished compared to those that would take a long time to obtain the necessary approvals or funding?
- **Post-disaster mitigation**
 - Is this strategy more feasible in a post-disaster setting?
 - Would the extent of damages, political will, and access to State and Federal mitigation funds dramatically alter the feasibility of implementation?

After each stakeholder completes this process, the recommended strategies are presented to and reviewed by the entire Stakeholder Steering Committee. The Stakeholder Steering Committee rates the strategies in order of overall priority based on the same considerations above and considers the STAPLEE criteria listed below.

- **Social**
 - Is the proposed strategy socially acceptable to the community?
 - Are there equity issues involved that would mean that one segment of the community is treated unfairly?
- **Technical**

- Will the proposed strategy work?
- Will it create more problems than it solves?
- **Administrative**
 - Can the community implement the strategy?
 - Is there someone to coordinate and lead the effort?
- **Political**
 - Is the strategy politically acceptable?
 - Is there public support both to implement and to maintain the project?
- **Legal**
 - Is the community authorized to implement the proposed strategy?
 - Is there a clear legal basis or precedent for this activity?
- **Economic**
 - What are the cost and benefits of this strategy?
 - Does the cost seem reasonable for the size of the problem and the likely benefits?
- **Environmental**
 - How will the strategy impact the environment?
 - Will the strategy need environmental regulatory approvals?

Proposed mitigation strategies were prioritized based on the following factors:

1. Ease of implementation
2. Effect on overall risk to life and property
3. Funding availability
4. Kitsap County Hazard Identification and Vulnerability Assessment of 2019
5. Political and community support
6. A general economic cost/benefit review

Due to previous lack of funding and staffing challenges that delayed or canceled mitigation efforts from the 2013 MHMP, ease of implementation and funding availability were critical factors in prioritizing strategies for this iteration of the plan. Mitigation actions with “high” priority are determined to be the most cost effective and most compatible with the participating jurisdictions’ unique needs. Actions with a “moderate” priority were determined to be cost effective and compatible with jurisdictional needs but may be more challenging to complete administratively or fiscally than “high” priority actions. Actions with a “low” priority were determined to be important community needs but may face several potential challenges in terms of implementation (e.g., lack of funding, technical obstacles).

FEMA’s Benefit-Cost Analysis

Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a Benefit-Cost Ratio (BCR), which is calculated by a project’s total benefits divided by its total costs. The BCR is a numerical expression of the “cost-effectiveness” of a project. A project is considered to be cost effective

when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs.²⁴

FEMA requires a BCA to validate cost effectiveness of proposed hazard mitigation projects prior to funding. There are two drivers behind this requirement: (1) the Office of Management and Budget's (OMB) Circular A-94 Revised, "Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs" and (2) the Stafford Act.

Detailed benefit-cost analyses are conducted using FEMA's BCA methodology prior to scheduled implementation and are considered in the final prioritization of strategies/projects. *A more detailed cost/benefit analysis will be applied to particular projects prior to the application for or obligation of funding, as appropriate.*

PRIORITY ONE and PRIORITY TWO Mitigation Strategies

In previous iterations of the MHMP, mitigation strategies were classified as PRIORITY ONE, which were recommended for funding and implementation, or PRIORITY TWO, which were suited to serve the community's needs and considered for the future should the opportunity arise, and funding became available. For the 2019 MHMP update, the mitigation strategies were grouped into one section (Mitigation Strategies & Recommendations) and the strategies that were previously in individual City Profiles were added to the section in order to have all mitigation strategy information in one place. If a mitigation strategy had been in previous plans and not completed due to funding or lack of political drive, it was verified if still pertinent and removed if not realistically achievable nor intended to be implemented during the tenure of this 2019 plan. The focus was on identifying appropriate and achievable mitigation strategies to make progress in buying down risk to the public and environment. Some larger unfunded mitigation strategies are still included due to their exigent need and the MHMP Committee will strive to find funding for these initiatives.

Public Outreach & Engagement

The Emergency Management Council, as well as all of the entities that participated in this plan, are committed to continued public involvement and education on risk reduction through mitigation. It is important that all-hazard mitigation becomes integrated into existing programs and becomes part of the way jurisdictions make decisions about land use and facilities planning. Jurisdictions should continue to keep the public engaged via periodic presentations, surveys, and postings on social media. The County provides opportunities to the public both during the MHMP planning process and when a near-to-final draft of the plan is complete for a last round of input before the final draft.

KCDEM facilitated several methods of public engagement during the planning process, including providing printed and electronic surveys in English and Spanish for all members of the community to provide feedback on community hazards and mitigation activities. This was done in person at the Kitsap County Fair and Stampede during August 2019, at town/county meetings, and electronically via the KCDEM website and social media accounts. A whole outreach campaign has been developed around "Put A Big Foot Forward Towards Risk Reduction" which will become apparent further on in the plan.

²⁴ <https://www.fema.gov/benefit-cost-analysis>

As updates occurred throughout the development process, copies of the plan and any proposed changes were posted on KCDEM's website with an accompanying Google Forms survey to capture the public's feedback on the draft Plan electronically. The KCDEM website had a direct link to a Google Forms survey to allow the public and other interested parties the opportunity to address any comments and/or concerns they have relating to the plan.

Social media platforms such as Nextdoor and Facebook were utilized to inform the community of the opportunity to provide input and direct them to the proper website links.

Public town hall meetings were held on September 3, 2019 (Poulsbo) and September 4, 2019 (Port Orchard) to capture feedback from North and South Kitsap. The meetings provided the public a forum for which they could express concerns, comments, or recommendations regarding the plan. KCDEM was responsible for using County resources to publicize the annual public meetings and maintain public involvement through multiple media platforms including the local cable television station.

Opportunity for Public Input During the Planning Process

The public was engaged in the MHMP development process in various ways, including electronic and in-person methods in order to reach the largest audience possible. Electronic surveys were created and disseminated as well as in-person engagement such as at the Kitsap County Fair and Stampede covering Central Kitsap and two public town halls to cover North and South Kitsap. A visual collection of stakeholder and public engagement materials can be found in Appendix C: Stakeholder and Public Engagement Records.

Online Community Survey: An online Google Form Multi-Hazard Mitigation Plan Community Survey was developed and distributed to the public on August 16, 2019 via the Kitsap County Department of Emergency Management Facebook and KCDEM Nextdoor accounts. There were English and Spanish versions of the survey. The results of this Community Survey can be found in Appendix C: Stakeholder and Public Engagement Records.

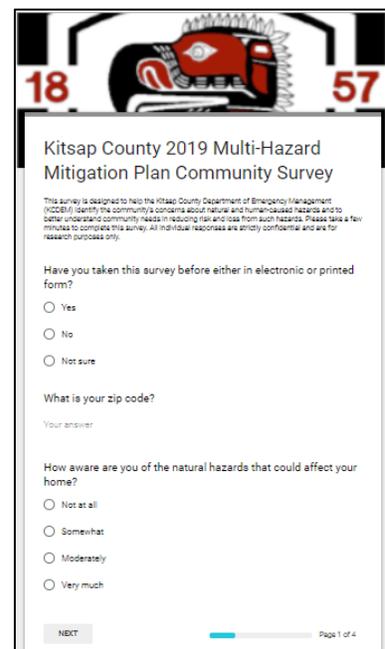


Figure 1: Screenshot of Online Community Survey

Screenshots of Facebook posts:

- KCDEM
<https://drive.google.com/file/d/1VBO3TdruIQPj0QVVS98Lb7r-GZb9AlZf/view?usp=sharing>
- Kitsap County Government
<https://drive.google.com/file/d/12sNjhCTgGa2yIIZEOyktlTtBjWP2lqSb/view?usp=sharing>
https://drive.google.com/file/d/1TqLodnpP2b_Eh42H7oCPbB-ntqWFfaku/view?usp=sharing
 - Link to online English community survey:
https://docs.google.com/forms/d/e/1FAIpQLSd4D-6brCFqv4YhdH5YGBv1gqftTm8tpHt5xBWXliP9bOcZ8Q/viewform?usp=sf_link

- o Link to online Spanish community survey: https://docs.google.com/forms/d/e/1FAIpQLSehSeFEuissqykFHgQ8nWGOL8hsa-l-VHMIhFYCL-oMrtoDjg/viewform?usp=sf_link

In-Person Community Survey and Public Outreach at the Kitsap County Fair and Stampede: An in-person survey to capture the community’s perception of risk and hazards to Kitsap county was shared by KCDEM and other agency staff at the Kitsap County Fair and Stampede between August 21st and August 25th, 2019 to Kitsap County residents. Staff had a booth where they engaged with the public using the printed survey, informational flyer, posters, and coloring pages for kids. There were also two full copies of the draft MHMP available for public review. There were English and Spanish versions of the surveys and KCDEM staff and volunteers roamed the fair with flyers dressed as BigFoot initiating a draw to the booth for more information and public engagement.

- o Link to PDF of English printed survey: https://drive.google.com/file/d/1VTRhQ_fFDRuIKGYNH-b5uCekYR9UccGx/view?usp=sharing
- o Link to PDF of Spanish printed survey: <https://drive.google.com/open?id=1X7iXpyMle2fb2HYaNFRZ0rnYsi1ambo>
- o Link to PDF of the informational flyer: https://drive.google.com/open?id=10yNGAoPPI4oxJD4PstnJIOAghLqV_vsa
- o Link to PDF of poster: https://drive.google.com/file/d/1FeoBfwJ10aNf4wU_r4x8q5Lh6UyM3Nv/view?usp=sharing
- o Link to PDF of coloring page: <https://drive.google.com/file/d/1kQqPqb94IHDTRKYHp2nw8esJINiSe9bH/view?usp=sharing>

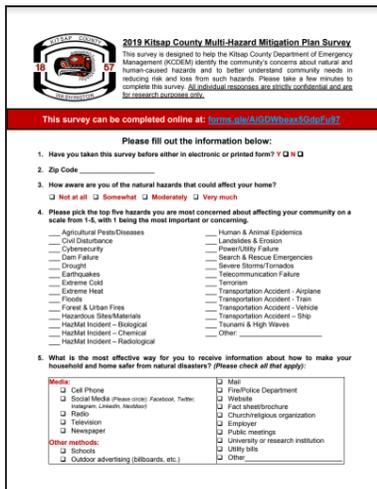


Figure 3: Screenshot of Printed Community Survey



Figure 2: Screenshot of Informational Flyer

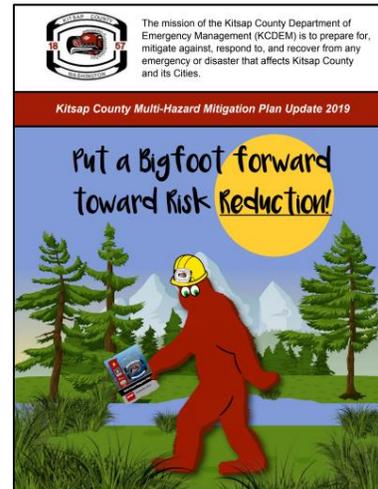


Figure 4: Screenshot of Poster

MHMP Draft for Public Review and Town Hall Public Outreach: On August 29, 2019 information was shared on Kitsap County’s Department of Emergency Management and Government’s Facebook accounts regarding upcoming public town halls for the discussion of the MHMP update scheduled for September 3 and 4, 2019 and included a direct link to the draft

MHMP document for the public to review. The plan and survey were also shared on the kitsapdem.org website.

- Screenshots of Facebook posts:
 - KCDEM
<https://drive.google.com/file/d/1VrutAJATh9GTJo-ahbXX2bxdbgq-JjAi/view?usp=sharing>
 - Kitsap County Government
<https://drive.google.com/file/d/1aB4mOLp1s2u3k0Az768WICMYFj3gLByb/view?usp=sharing>
- Screenshots to Nextdoor posts:
<https://drive.google.com/file/d/1bRbSLEbfFygi5RwMbcB39Fs-NeM2Ddx/view?usp=sharing>

Incorporation of Public Feedback
During the Planning/Development Process

Public feedback regarding the perception of the effect of natural and technological/human-made hazards was gathered during the HIVA and MHMP planning/development process via the printed and electronic Community Surveys. Results were compared with the Stakeholder Steering Committee survey results as well as information from past iterations of the MHMP and the qualitative and quantitative data gathered during the update process.

Due to the quick, in-person delivery method, the printed survey asked participants to identify five of the most concerning hazards and to provide them a rating of one through five, with one being the most concerning or important to address. A total of 206 printed surveys were completed by community members at the Kitsap County Fair and Stampede between August 21 to 25th, 2019. Calculations were made based on the Relative Importance Index (RII) formula to find the means.

Relative Importance Index is calculated for each of the indicators and ranked accordingly. The RII is derived to summarize the importance of each indicator using a range from 1 to 5, where 1 = Very Concerned, 2 = Somewhat Concerned, 3 = Neutral 4 = Slightly Concerned and 5 = Least Concerned. The results were weighted against the number of respondents to find the means. The following table shows the results ranked from most to least concerning.

Printed Community Survey Results	
Hazard	Average Rating
Natural Hazards	
Earthquakes	1.96
Wildfires & Urban Fires	0.99
Severe Storms/Tornados	0.65
Landslides & Erosion	0.55
Floods	0.38
Tsunami & High Waves	0.38
Extreme Cold	0.36
Extreme Heat	0.30
Drought	0.25

Printed Community Survey Results	
Hazard	Average Rating
Technological/Human-Made Hazards	
Power/Utility Failure	1.02
Telecommunication Failure	0.48
Cyber Attack	0.46
Terrorism	0.45
Human & Animal Epidemics	0.42
Transportation Accident - Vehicle	0.34
Civil Disturbance	0.35
Search & Rescue Emergencies	0.28
HazMat Incident - Radiological	0.27
HazMat Incident - Chemical	0.26
Agricultural Pests	0.25
Hazard Sites/Materials	0.23
HazMat Incident - Biological	0.22
Transportation Accident - Ship	0.16
Transportation Accident - Airplane	0.15
Dam Failure	0.12
Transportation Accident - Train	0.11

Table 6: Printed Community Survey Results

Due to website limitations, the electronic version of the Community Survey included a Likert Scale for each hazard that participants could select from zero to three with zero meaning they were Not Concerned and three meaning Very Concerned. A total of 536 responses were received. The survey also included several questions on the overall preparedness levels of the respondent and their households.

The electronic survey included an opportunity for the public to provide any additional comments that were not covered in the survey. Many comments discussed non-natural hazards such as increased political tension, the complexities of poverty and drug use, gun control issues, and complications from electromagnetic pulse attacks by terrorists. The 2019 MHMP, by FEMA requirements, focuses on the natural hazards that may affect the county. Some of the issues raised in the comments are discussed in other County and State plans, and the public was made aware that they remain extremely important even if not included or discussed in the MHMP.

Results of the printed and electronic surveys can be found in Appendix C: Stakeholder and Public Engagement Records.

Electronic Community Survey Results	
Hazard	Average Rating
Natural Hazards	
Earthquakes	2.60
Wildfires & Urban Fires	2.33

Electronic Community Survey Results	
Hazard	Average Rating
Landslides & Erosion	1.63
Drought	1.61
Severe Storms/Tornadoes	1.58
Extreme Heat	1.56
Extreme Cold	1.42
Tsunamis & High Waves	1.42
Volcanic Ash Fall	1.27
Floods	1.14
Technological/Human-Made Hazards	
Cyber Attack	2.27
Power/Utility Failure	2.21
Telecommunications Failure	2.01
HazMat Incident - Radiological	1.67
Human & Animal Epidemics	1.66
Terrorism	1.63
HazMat Incident - Chemical	1.61
Transportation Accident - Vehicle	1.60
Hazard Sites/Materials	1.58
Search & Rescue Emergencies	1.57
HazMat Incident - Biological	1.55
Civil Disturbance	1.5
Agricultural Pests/Diseases	1.25
Transportation Accident - Airplane	1.06
Transportation Accident - Ship	0.92
Transportation Accident - Train	0.63
Dam Failure	0.48

Table 7: Electronic Community Survey Results

Feedback on the MHMP Draft

An in-progress draft was presented to the Stakeholder Steering Committee members and public for review and comment via printed copies at the public town halls and online on the kitsapdem.org website with an accompanying MHMP Feedback Survey via Google Forms. Stakeholders primarily provided feedback via email or using the MHMP RFI Tracker. The public was notified via emails from the County, the Community Emergency Response Team (CERT), and via posts on KCDEM and the County’s Facebook and Nextdoor accounts.

An overview of public feedback received and how it was incorporated into the MHMP document can be found in the table below.

Feedback Received	Method Received	Action Taken
Concerns were expressed about declining water tables and roadway liquefaction in the Hansville area. These issues are covered in the HIVA, and those sections were reviewed for the attendees.	Public Town Hall in Poulsbo	These issues are covered in the HIVA, and those sections were reviewed for the attendees. The MHMP includes a comprehensive liquefaction map of the county.
A Poulsbo Yacht Club member stated their organization wanted to help with emergency transportation.	Public Town Hall in Poulsbo	KCDEM discussed current work toward a "flotilla" once the Airborne Disaster Air Response Teams (DART) is fully developed. Other initiatives like "Wheels Across Kitsap" could provide emergency ground services and Hooves Across Kitsap would provide the capability to transport medical or other supplies in the remote areas in the vision. No action was taken on the MHMP.
The public requested a more detailed description of seiches and potential impacts.	Public Town Hall in Poulsbo	More information regarding seiches and their potential impacts was added to the Tsunamis, High Waves, and Seiches section of the HIVA and Mitigation Strategies section in the MHMP regarding tsunamis.
One attendee stated that tsunami planning and potential impacts in the draft plan were insufficient. They requested a Table of Probabilities discussing expected amounts of land subsidence in a Cascadia Subduction Zone event.	Public Town Hall in Poulsbo	KCDEM explained that the Subduction Zone movement study is a very new science and subsidence predictions at that level of detail may be a long way in the future. The Tsunamis, High Waves, and Seiches section in the HIVA and Mitigation Strategies section of the MHMP discussing tsunamis were reviewed. Due to the uncertainty of the current data, the Table of Probabilities was not included.
Remarks about road clearance led to a good general discussion on the importance of neighbor helping neighbor as the first response and may be the only response for some time in a disaster.	Public Town Hall in Poulsbo	No action was taken regarding the MHMP.
One attendee mentioned that the drought hazard assessment was based on Washington State weather data and asked whether there was a significant enough difference between the state average and Kitsap county average to change the assessed risk?	Public Town Hall in Port Orchard/Email	Due to limited information on drought solely affecting Kitsap County, information from the Washington State Hazard Mitigation Plan was used due to the State's research done on drought affecting each county,
One attendee asked whether there were risk assessments	Public Town Hall in Port Orchard/Email	Risk assessments in the HIVA and MHMP were completed for each hazard

Feedback Received	Method Received	Action Taken
completed for various hazards simultaneously.		separately in order to capture as much information for each hazard as possible due to the shortened timeline.
A comment was received asking if the MHMP will include information on poverty and drug-use impacts on the community.	MHMP Draft Feedback Survey	Due to the MHMP focusing on natural hazards, information on poverty and drug usage will not be included in the MHMP.
A comment was received asking whether electromagnetic pulse attacks by terrorists would be included in the MHMP.	MHMP Draft Feedback Survey	Due to the MHMP focusing on natural hazards, information on EMP attacks will not be included in the MHMP.

Table 8: Public Feedback Incorporation

Plan Review & Adoption Process

Four jurisdictions participated in the review, updating, and promulgation of the Kitsap County MHMP: Bainbridge Island, Bremerton, Port Orchard, and Poulsbo. Each participating jurisdiction is governed by rules for public involvement. The Planning Committee took the following steps to ensure that the public was involved in the development of the plan:

1. The public was engaged in the planning process via electronic and in-person methods to include North, Central, and South Kitsap which are referenced in the Opportunity for Public Input During the Planning Process section. Kitsap provided multiple opportunities for the citizens to comment on the plan through surveys, town halls, and at the Kitsap County Fair and Stampede.
2. Governmental agencies and participating organizations reviewed the plan as required by their governing bodies during the months of August 2019 through September 2019.
3. Kitsap County Department of Emergency Management placed the MHMP on its kitsapdem.org web page for public review and comment, as well as on Facebook and Nextdoor.

Kitsap County MHMP Review Agency Adoptions (2019)			
Organization/Agency	Adopting Authority	Past Adoption Date(s)	New Adoption Date(s)
Emergency Management Authority			
Countywide Emergency Management Program	Kitsap County Emergency Management Council		UPDATE
Kitsap County Government			
Kitsap County Government	Kitsap County Board of County Commissioners	02/16/2010	UPDATE

Kitsap County MHMP Review Agency Adoptions (2019)			
Organization/Agency	Adopting Authority	Past Adoption Date(s)	New Adoption Date(s)
Kitsap County Public Health	Kitsap County Public Health Board of Health	02/02/2010	UPDATE
Kitsap County Public Works	Kitsap County Public Works		UPDATE
Kitsap County Regional Library	Kitsap County Rural Library District Board of Directors	01/26/2010	UPDATE
Kitsap Public Utilities District	Kitsap Public Utilities District Board of Commissioners	01/26/2010	UPDATE
Kitsap Transit	Kitsap Transit Board of Commissioners	02/16/2010	UPDATE
Cities			
Bainbridge Island	Bainbridge Island City Council	02/24/2010	UPDATE
Bremerton	Bremerton City Council	02/10/2010	UPDATE
Port Orchard	Port Orchard City Council	02/09/2010	UPDATE
Poulsbo	Poulsbo City Council	02/02/2010	UPDATE

Table 9: Kitsap County MHMP Review Agency Adoptions (2019)

Plan Evaluation & Maintenance

GOAL: Establish an ongoing process to accomplish Hazard Mitigation Strategy identification on an annual basis. To be effective, mitigation must be a continuing activity.

The Kitsap County Multi-Hazard Mitigation Plan will be reviewed on an annual basis, (As a part of the pre-budget development process in April/May and prior to the annual FEMA Notice of Funding for Flood and Pre Disaster Mitigation Grants) and after every major emergency/disaster that impacts Kitsap County and/or its cities, to determine the effectiveness of the mitigation strategies, programs or other related activities. Every five years starting in 2025, the plan will be updated and forwarded to the Washington State Division of Emergency Management, Hazard Mitigation Officer for review and subsequently forwarded to the Federal Emergency Management Agency, Region 10 per the requirements of the Disaster Mitigation Act 2000.

Kitsap County Multi Hazard Mitigation Planning Committee

After the annual internal review process, the Department of Emergency Management will meet with the Multi-Hazard Mitigation Planning Committee, to identify new Mitigation Strategies and initiatives to replace those that have been completed or identified during interim disasters and/or emergencies that have impacted the County or its partner Cities. During the annual Multi-Hazard Mitigation Planning Committee review process, KCDEM should facilitate the annual review process with the MHMP Stakeholder Steering Committee and agency participants noted in the Introduction section. The committee will review the current strategies to determine their relevance to changing situations within Kitsap County as well as known changes in State or Federal policy.

This review should discuss at a minimum:

- Validate jurisdiction/agency representatives and changes to the Stakeholder Steering Committee
- Changes to local policies or strategies that warrant a local revision to the plan
- Updates on overall and jurisdictional/agency strategies
- Changes to federal and state mitigation programs
- Lessons learned from emergencies/disasters; local and national
- Hazard mitigation grants

Following, the KCDEM Mitigation Officer will develop a draft written report describing the review findings and new proposed mitigation recommendations and strategies. This “Annual MHMP Update” will be sent to the governing bodies of participating organizations that developed the plan.

Public Meetings will be held in each of the three (3) Commissioners Districts to present the Annual MHMP Update supported by the Hazard Mitigation Planning Committee. The meetings will provide the public a forum for which they can express their concerns, opinions, or ideas about the Plan status. The Kitsap County Department of Emergency Management will be responsible for using County resources to publicize the annual meetings and maintain public involvement through various media platforms.

Kitsap County Emergency Management Council

The Kitsap County Emergency Management Council will review and adopt portions of or all of the Annual MHMP Update at the first meeting of the calendar year.

1. Each member of the Emergency Management Council will support, and bring back to their individual political subdivisions, the recommendations adopted by the Council for implementation and coordination on a local and regional basis as applicable.
2. The Emergency Management Council will review and adopt, as necessary, the work of the Multi-Hazard Mitigation Planning Committee.

Related Tasks of The KCDEM Mitigation, Operations, and GIS Officer

1. Review the progress made on the identification of resources and implementation of the Hazard Mitigation strategies by the end of May annually.
2. Contact and work with each Hazard Mitigation Strategy's Lead Agency for an annual progress report on funding and implementation of the strategies defined in the plan in June.
3. Meet annually, with each political subdivision, to identify new Hazard Mitigation strategies to be pursued on a regional basis and review the progress and implementation of those programs already identified in July.
4. Meet annually with the Multi-Hazard Mitigation Planning Committee to review the progress of the Hazard Mitigation program and bring forth community input on new strategies in Aug/Sept.
5. Coordinate with and support the Department of Emergency Management's efforts to promote and identify resources and grant money for implementation of the recommended Hazard Mitigation Strategies Oct/Nov.
6. Submit an annual Update report to the Director, Department of Emergency Management in December in draft for final submission to the Emergency Management Council in January on the status of the strategies adopted, funded and/or and implemented during the previous year.

Historical Plan Review, Evaluation & Update Schedule (2005-2024)	
Activity Date	Required Activity to Be Completed
April 2005	Annual review, develop and submit findings by September
April 2006	Annual review, develop and submit findings by September
April 2007	Annual review, develop and submit findings by September
April 2008	Annual review, develop and submit findings by September
April 2009 – June 2009	5-year update begins
July 2009	Conduct public forum(s) for the review process
October 2009	Plan revision began
March 2010	Plan sent to State Mitigation Officer for acceptance (not accepted and returned to meet FEMA's Crosswalk)
April 2013	Annual review, develop and submit findings by September
April 2014	Annual review, develop and submit findings by September
April 2015	Annual review, develop and submit findings by September
April 2016– June 2016	5-year update begins
April 2019	Plan review and update process began
August-September 2019	Conduct public forum(s) for the review process
September 2019	Final draft complete
October 2019	Plan sent to State Mitigation Officer for acceptance
*November 2019	Plan sent to FEMA Region 10 for review
*December 2019	Plan review completed by FEMA Region 10 and accepted
*January 2020	Plan approval letter, Adopted and Promulgated by Cities and County
*April-Nov 2020	Annual review, findings & recommendations drafted by November
*April-Nov 2021	Annual review, findings & recommendations drafted by November
*April-Nov 2022	Annual review, findings & recommendations drafted by November
*April-Nov 2023	Annual review, findings & recommendations drafted by November
*April-Aug 2024	5-year update cycle
*Jan 2025	New Plan Adopted and Promulgated by Cities and County
*Best case projected timeline, the target is to get Mitigation Plan on the same cycle as CEMP	

Table 10: Plan Review, Evaluation & Update Schedule (2005-2024)

Integration with other Local Plans

Information in this MHMP can be integrated into and utilized for various local plans, policies, and efforts such as emergency operations plans, comprehensive plans, land use designation, zoning ordinances, building codes, subdivision regulations, and capital improvement plans.

All Washington counties and cities are required to address critical areas, including frequently flooded and geologically hazardous areas, regardless of whether they are required to adopt a comprehensive plan. Accordingly, the land inventories, data, and other findings from this critical areas planning should be incorporated into local comprehensive plans. Any additional information regarding hazardous areas, past occurrences, vulnerability, potential impacts, and future risk found in the local hazard mitigation plan or hazard identification and vulnerability analysis (required for development of a comprehensive emergency management plan) should also be integrated into the comprehensive plan. Policies that address critical areas should also include mitigation actions to reduce risk.

Natural hazard information and mitigation policies can be integrated into the comprehensive plan. This can include using the background information on natural hazards (including history of past events and potential impacts), identifying any hazard-prone areas located throughout the community, and adding relevant natural hazard mitigation goals, objectives, policies, and projects to the appropriate plan elements.

Another opportunity for integration is through collaborative planning and implementation. Key community officials should be involved in efforts who understand the comprehensive and hazard mitigation policies, as well as their context in local government decision making, and who have the authority to execute the policies and programs in the development and implementation of both plans. This will ensure that all relevant parties are informed and assure plan implementation is feasible. They can help designate overlapping membership of key agency staff for both planning bodies to facilitate the sharing of knowledge and help build relationships that are important to successful implementation of mitigation activities.

Integration can also be facilitated through coordinated plan reviews and updates by reevaluating mitigation policies whenever new information regarding a community's hazard exposure, vulnerability, or risk becomes available and developing collaborative methods for revisions and updates of the natural hazard mitigation and comprehensive plans.

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Kitsap County Profile

This section discusses Kitsap County and its community assets at risk to hazards and was taken from the 2019 Kitsap County Hazard Identification & Vulnerability Assessment. Assets are defined broadly to include anything that is important to the *character and function* of a community and can be described very generally in the following four categories:

- People
- Economy
- Built environment
- Natural environment

Although all assets may be affected by hazards, some assets are more vulnerable because of their physical characteristics or socioeconomic uses.

Profiles for the cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo are found in Appendix A: Participating City Profiles.



Figure 5: Map of Kitsap County

Kitsap County

With a total area of 566 square miles, of which 395 square miles (70%) are land, and 171 square miles (30%) are water, Kitsap County is the fourth-smallest county in Washington by land area and third-smallest by total area.²⁵ The County is located between the metropolitan areas of Seattle and Tacoma and the wilderness of the Olympic Mountains and has four incorporated cities: Bainbridge Island, Bremerton, Port Orchard, and Poulsbo.

- Winslow became the City of Bainbridge Island in 1992 after citizens voted to annex the entire island in 1990. Bainbridge Islanders enjoy a beautiful, rural setting just minutes from the cultural and recreational attractions of Seattle. It is also home to the state's most heavily traveled ferry runs.
- Bremerton is Kitsap's most populated city, home to the area's largest employer, the Puget Sound Naval Shipyard.
- Port Orchard lies across Sinclair Inlet from Bremerton and is known for its downtown shops and antiques.
- Poulsbo, on the northern shore of Liberty Bay, is known as "Little Norway" due to its many residents of Norwegian descent.

In Washington, special purpose districts are limited purpose local governments separate from a city, town, or county government. Generally, they perform a single function, though some perform a limited number of functions. They provide an array of services and facilities including electricity, fire protection, flood control, health, housing, irrigation, parks and recreation, library, water-sewer service and more recently stadiums, convention centers, and entertainment facilities that are not otherwise available from city or county governments. Kitsap County currently has 42 special purpose districts which can be found in Appendix C: Special Districts.²⁶

These districts are political subdivisions of the state and come into existence, acquire legal rights and duties, and are dissolved in accordance with statutory procedures. Enabling legislation sets forth the purpose of the district, procedures for formation, powers, functions and duties, the composition of the governing body, methods of finance, and other provisions. The districts are usually quasi-municipal corporations though some are statutorily defined as municipal corporations.²⁷

Although the general provisions for some special district statutes have been consolidated, such as for diking and drainage districts, there is no set of uniform provisions covering all special districts in Washington as there is with cities and counties.²⁸

Other Kitsap County cities have also conducted a number of annexations for urban growth areas.²⁹

The County operates with three commissioners and the following elected officials: Sheriff, Prosecutor, Coroner, County Clerk, Auditor, and Treasurer. Cities of Bremerton, Poulsbo, and Port Orchard operate with an elected Mayor and City Council members. The City of Bainbridge

²⁵ United States Census Bureau (2012)

²⁶ Municipal Research and Services Center (MRSC) <http://mrsc.org/Home/About-MRSC.aspx>

²⁷ Municipal Research and Services Center (MRSC) <http://mrsc.org/Home/About-MRSC.aspx>

²⁸ Municipal Research and Services Center (MRSC) <http://mrsc.org/Home/About-MRSC.aspx>

²⁹ Kitsap County Department of Community Development (2019)

Island operates with a Mayor *pro tempore*, which rotates among elected City Council members annually. Each city has a City Manager for day-to-day operations. The Port Gamble S'Klallam and Suquamish Tribes have a Tribal Council who oversees their tribal nations, and each has a Tribal Executive Director.

Due to location and topography, Kitsap County can be subject to various hazards such as earthquakes, floods, landslides, severe weather, and tsunamis. The County has seen 14 Federally declared disasters since 1953, including six flood events, four severe storms, two earthquakes, one coastal storm, and one volcano incident. KCDEM and its local, State, and Federal partners work together to prepare for, mitigate against, recover from, and respond to various events and disasters using a whole-community approach.

People

Population Overview

As of 2019, an estimated 273,927 people call Kitsap County their home.³⁰ Thirty-three percent of those citizens reside in the cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo. Additional residents live on the four military installations and in the tribes of Suquamish at the Port Madison Reservation and Port Gamble S'Klallam along the Hood Canal. Each City Profile section provides specific population/demographic information.

Out of the other counties in Washington, Kitsap ranks seventh in total population, third in population density, fourth in median household income, and fourth in per capita income according to 2019 Esri Demographics.

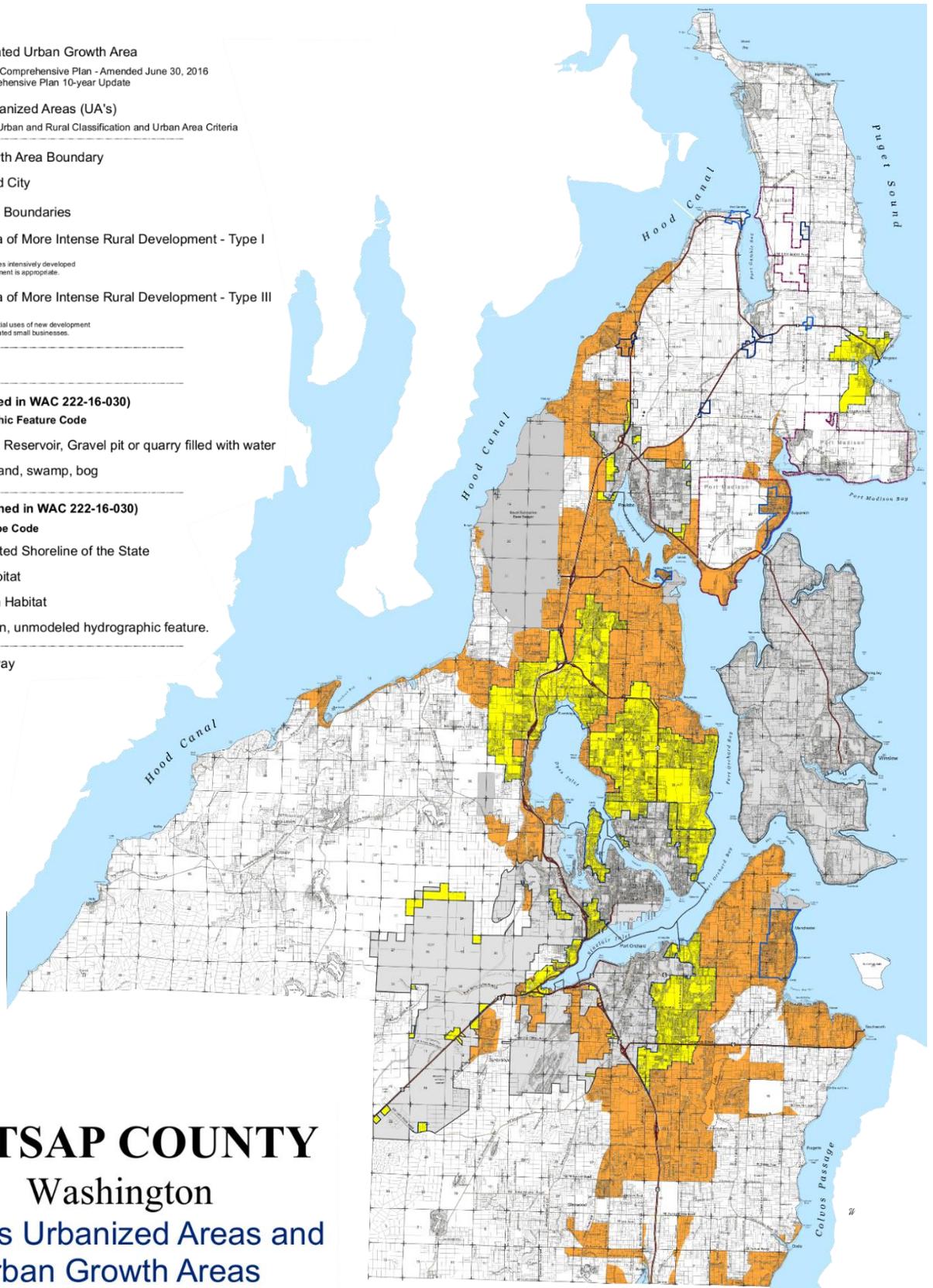
Kitsap County Most Recent Population Estimates ³¹					
Location	Population	Population Density	Number of Households	Median Household Income	Under 65 with a Disability
Kitsap County	273,927 (2019)	694 per sq. mi (2019)	105,825 (2019)	\$75,977 (2019)	11.3% (2017)
City of Bainbridge Island	24,870 (2019)	901 per sq. mi (2019)	10,246 (2019)	\$118,382 (2019)	4.8% (2017)
City of Bremerton	43,268 (2019)	1,520 per sq. mi (2019)	16,813 (2019)	\$54,232 (2019)	15.6% (2017)
City of Port Orchard	15,163 (2019)	1,571 per sq. mi (2010)	5,775 (2019)	\$68,278 (2019)	12.9% (2017)
City of Poulsbo	11,121 (2019)	2,346 sq. mi (2019)	4,688 (2019)	\$69,072 (2019)	6.9% (2017)

Table 11: Kitsap County Most Recent Population Estimates

³⁰ Esri Demographics (July 2019) <https://washington.hometownlocator.com/wa/kitsap/>

³¹ United States Census Bureau (2010-2017) and Esri Demographics (July 2019) <https://washington.hometownlocator.com/wa/kitsap/>

- Unincorporated Urban Growth Area**
Defined by Kitsap County Comprehensive Plan - Amended June 30, 2016
Ord No. 354-2016 Comprehensive Plan 10-year Update
 - Census Urbanized Areas (JA's)**
Defined by 2010 Census Urban and Rural Classification and Urban Area Criteria
 - Urban Growth Area Boundary**
 - Incorporated City**
 - Reservation Boundaries**
 - Limited Area of More Intense Rural Development - Type I**
RCW 36.70A.070(5)(d)(i)
Mixed use areas or small communities intensively developed by 1990, where limited infill development is appropriate.
 - Limited Area of More Intense Rural Development - Type III**
RCW 36.70A.070(5)(d)(i)
Lots containing isolated non-residential uses of new development of isolated cottage industries and isolated small businesses.
 - Tax Parcels**
-
- Waterbodies (defined in WAC 222-16-030)**
WaterBody Cartographic Feature Code
- Lake, Pond, Reservoir, Gravel pit or quarry filled with water
 - Marsh, wetland, swamp, bog
-
- Watercourses (defined in WAC 222-16-030)**
Fish Habitat Water Type Code
- (S) Designated Shoreline of the State
 - (F) Fish Habitat
 - (N) Non-fish Habitat
 - (U) Unknown, unmodeled hydrographic feature.
-
- State Highway
 - Arterial
 - Collector
 - Salt Water



KITSAP COUNTY

Washington

Census Urbanized Areas and Urban Growth Areas

Figure 6: Map of Census Urbanized Areas & Urban Growth

Age Distribution

The figures below show the distribution of age and vulnerable population in Kitsap County. Those residents 65 years and older made up 17.3 percent of the county's population in 2017 compared to 15.1 percent of the state's population. There are also proportionately fewer residents under 18 years of age and less than five years of age in Kitsap County compared to the state.

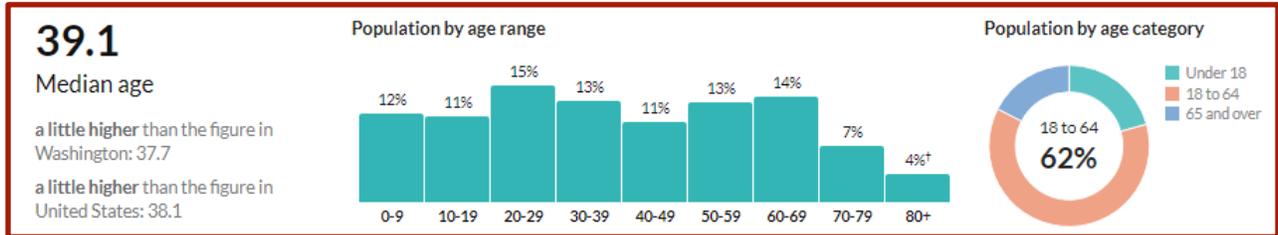


Figure 7: Kitsap County Population Distribution

Functional Needs and Vulnerable Populations

Kitsap County's access and functional needs populations are outlined in the following figure.

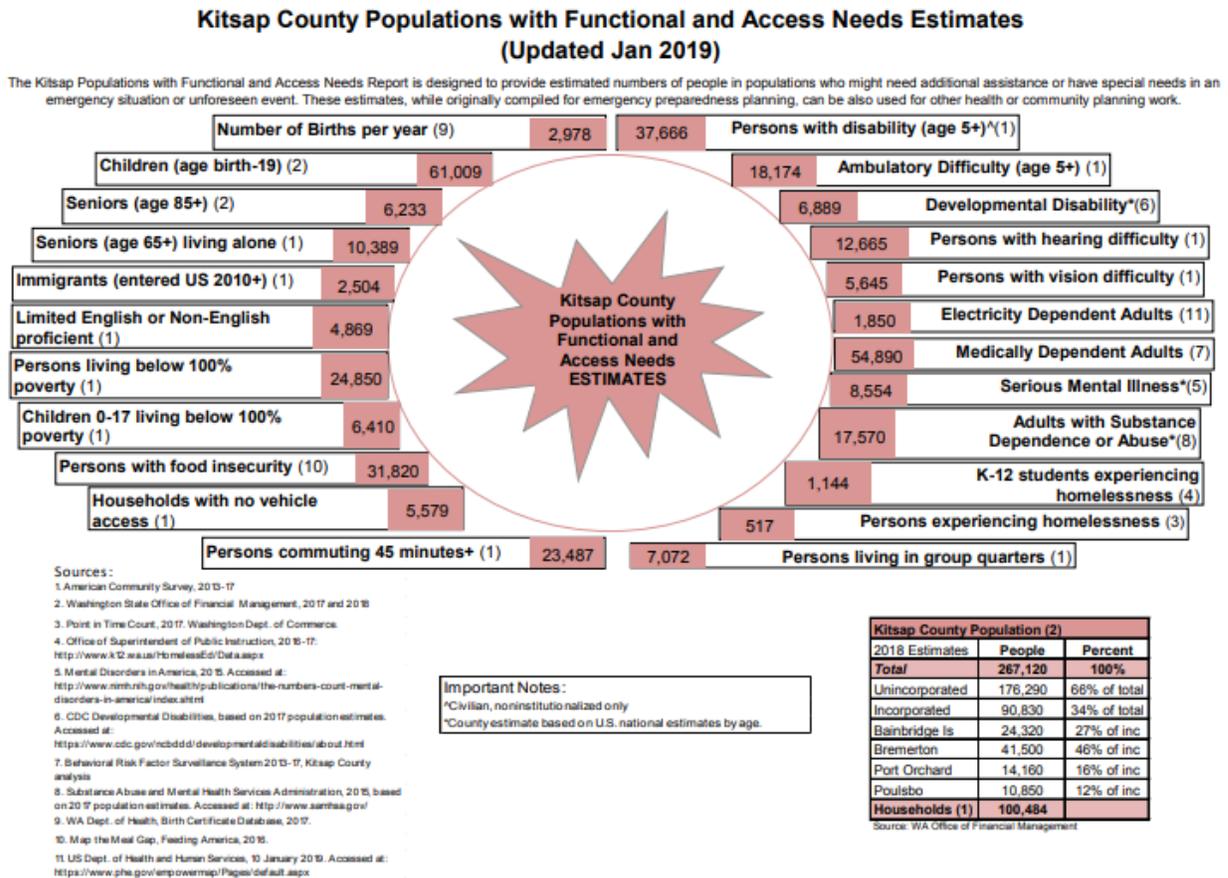


Figure 8: Kitsap County Populations with Functional and Access Needs Estimates (2019)

Economy

In 2018, the civilian labor force in Kitsap County averaged 122,885, higher than the 2017 level of 120,148. On an annual average basis, there have been yearly increases in the labor force since 2014, another indicator of a healthy job market. In 2018, the county unemployment rate was 4.6 percent compared to 4.9 percent in 2017. The over-the-year decrease in the rate can be attributed to job gains and lower unemployment.³²

The largest component of Kitsap County nonfarm employment is the government. This sector typically accounts for a third of the nonfarm total with a 2018 total of 32,900 jobs. Of that total, 19,400 was federal government employment. The second-largest group was local government, with 11,400 jobs. Five military installations are located in Kitsap County and are a critical factor in the County's economic balance. The remaining work in the fields of fishing, construction, manufacturing, transportation, public utilities, wholesale, retail, financial, insurance, real estate, and services. Kitsap County is also home to many citizens who consider themselves retired and enjoying the culture and incredible atmosphere of Kitsap County and its four "port" cities.³³

Civilian Labor Force, 2017	
Kitsap County	56.2%
City of Bainbridge Island	60.3%
City of Bremerton	53%
City of Port Orchard	50.1%
City of Poulsbo	55.8%

Table 12: Civilian Labor Force, 2017
Estimates (US Census)

School District Attendance	
Bainbridge Island	4,023
Bremerton	5,500
Central Kitsap	12,174
North Kitsap	5,700 (2019)
Olympic College	12,000
South Kitsap	10,500
Total Students	49,897

Table 13: School District Attendance, 2010
Estimates (US Census)

Port Gamble S'Klallam	1,085
Suquamish	4,490

Table 15: Indian Nations, 2019 Esri
Demographics

NonFarm Industry Employment ³⁴	
Total Nonfarm	95,900
Total Private	62,200
Goods Producing	8,200
Mining, Logging, & Construction	5,00
Manufacturing	2,900
Service Providing	87,700
Private Service Providing	54,000
Trade, Transportation, & Utilities	14,200
Retail Trade	11,600
Professional and Business Services	8,700
Leisure & Hospitality	10,400
Government	33,700
Federal Government	20,200
Local Government	11,700
State Government	1,800

Table 14: Nonfarm Industry Employment

³² Washington Employment Security Department 2019

³³ Washington Employment Security Department 2019

³⁴ Washington Employment Security Department 2019

Built Environment

As of 2017, Kitsap County has 112,667 housing units and 1,094 building permits issued. Figure 7 (following the text of this section) offers a view of comprehensive land use in the County.

The Hazus risk assessment in the 2015 FEMA Risk Report identifies the buildings most at risk from multiple hazards, as well as specific areas of mitigation interest. The table below highlights some of the buildings in the unincorporated Kitsap County affected by flooding, tsunami, earthquake, and landslide risks. Unincorporated Kitsap County has 30% of its structures built before modern building code and has 766 buildings within the landslide zone, representing \$137 million in value.³⁵

Kitsap County Areas of Mitigation Interest ³⁶					
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type
Multiple Single-Family Homes	NE Twin Spits Rd	\$2.0 million (15 Homes)	\$790,000	40%	Flood
Sunnyslope Elementary School	4183 Sunnyslope Rd. SW, Port Orchard	\$2.6 million	\$1.3 million	50%	Earthquake
Apartment Complex	1623 W. Admiralty Heights Ln.	\$8.1 million (9 Units)	N/A	N/A	Landslide
Tracyton Community Library	351 NW Tracy Ave.	\$85,000	\$53,000	64%	Earthquake
South Kitsap Fire and Rescue	1974 Fircrest Dr. SE	\$994,000	\$651,000	65%	Earthquake

Table 16: Kitsap County Areas of Mitigation Interest

Existing Structures

City/County Public Buildings

The combined City/County public buildings are approximately 2500 units. In the past decade, the Cities and County enjoyed a building boom, which included the construction of a new County Administration Building and four new city halls. Most other critical facilities are relatively new except for older structures used by the fire districts or non-governmental organizations (NGOs) serving Kitsap County. The Kitsap County Housing Authority did not participate in this planning process; most of their buildings are of wood stock with minor exceptions and were not damaged during the Nisqually earthquake.

Residential Structures

Most residential structures in the County are constructed of wood stock. KCDEM offers programs to instruct building contractors and residence on how to “brace and bolt” older structures to improve some of the over 100,000 residential structures that have not been retrofitted to earthquake mitigation standards. The table below contains the number of housing units in Kitsap as of 2017:

³⁵ FEMA Risk Report for Kitsap County (2015)

³⁶ FEMA Risk Report for Kitsap County (2015)

Residential Structures Information		
Type	Estimate	Percent
House Occupancy		
Total housing units	110,944	100%
Occupied housing units	100,484	90.6%
Vacant housing units	10,460	9.4%
Homeowner vacancy rate	1.9	(X)
Rental vacancy rate	6.0	(X)
Units in Structure		
Total housing units	110,944	100%
1-unit, detached	76,427	68.9%
1-unit, attached	5,309	4.8%
2 units	2,534	2.3%
3 or 4 units	3,157	2.8%
5 to 9 units	4,152	3.7%
10 to 19 units	4,095	3.7%
20 or more units	6,025	5.4%
Mobile home	8,953	8.1%
Boat, RV, van, etc.	292	0.3%
Year Structure Built		
Total housing units	110,944	100%
Built 2014 or later	994	0.9%
Built 2010 to 2013	2,797	2.5%
Built 2000 to 2009	15,382	13.9%
Built 1990 to 1999	24,674	22.2%
Built 1980 to 1989	18,125	16.3%
Built 1970 to 1979	20,019	18.0%
Built 1960 to 1969	7,643	6.9%
Built 1950 to 1959	5,267	4.7%
Built 1940 to 1949	6,805	6.1%
Built 1939 or earlier	9,238	8.3%

Table 17: Kitsap County Housing Characteristics 2013-2017 American Community Survey 5-Year Estimates (US Census

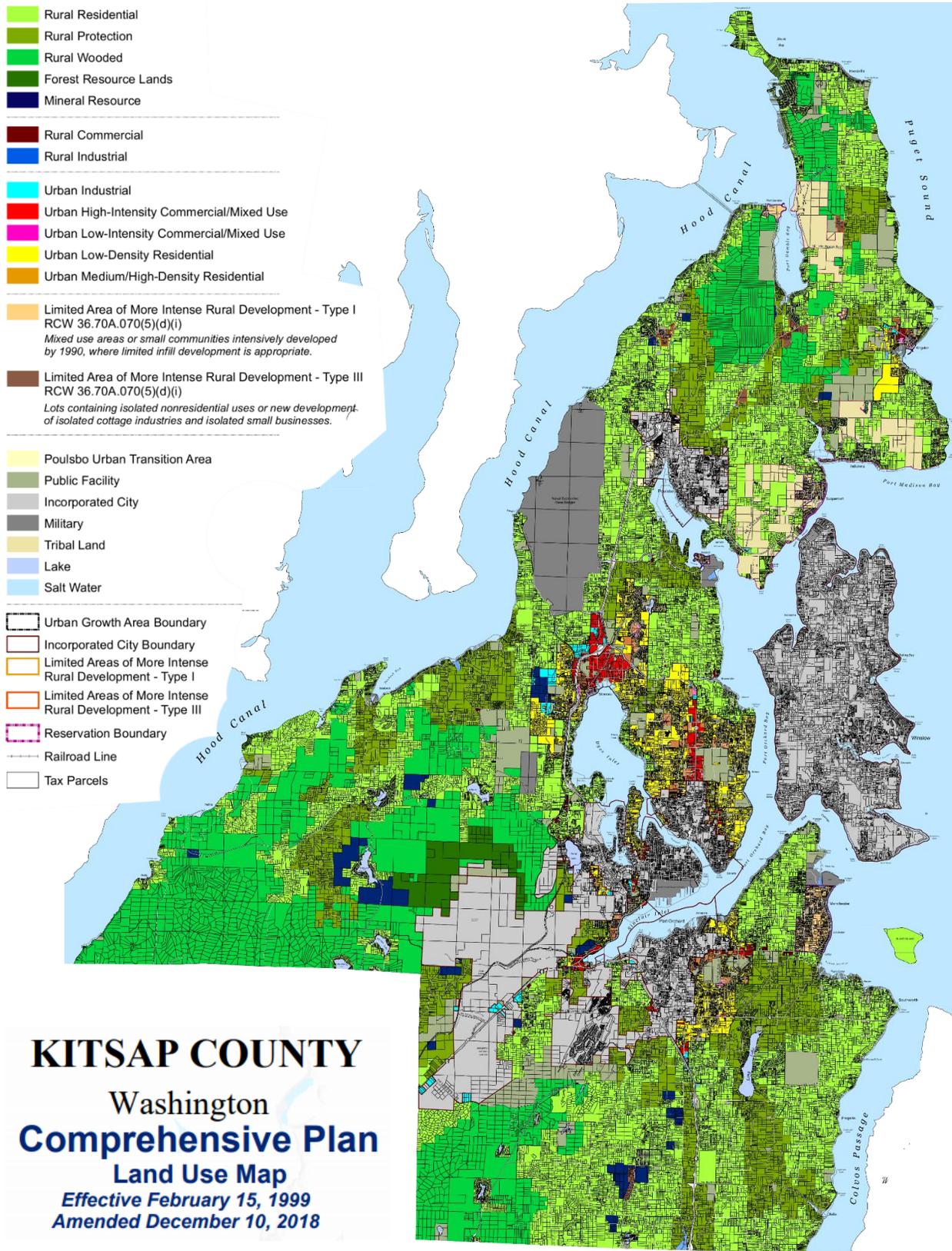


Figure 9: Comprehensive Land Use Map (2018)

Infrastructure

Transportation, Communications, and Utilities

Transportation, communications, and utilities are vulnerable to hazardous events. Transportation corridors are vital to the movement of citizens and the economy, as well as electrical and natural gas grids providing energy in the County. Transportation is provided through state and county roads but limited by the geographic characteristics of Kitsap County shorelines and is subject to ferry systems and bridges. There is no major rail service in the County with some track provided to Naval installations.

The Hood Canal Floating Bridge is critical to Clallam and Jefferson Counties as their main supply route which may be impacted by various hazards.

Transportation Concerns

- The Tacoma Narrows is the major route for commercial traffic into the county and may be affected by various hazards.
- The Gorst area is a choke point that most traffic heading north of this point has to pass through. The bridges in the area are particularly vulnerable to natural disasters such as earthquakes due to liquefaction.
 - Gorst continues to be a transportation chokepoint that becomes impassable with nearly any hazard, including high winds, floods, and car accidents. This issue has the potential to result in delays in emergency response operations and critical transportation.
- All other bridges on SR16 including those in Pierce County.
 - This is the main route for getting things into Kitsap County.
- The three Ferry Terminals (Bremerton, Bainbridge, and Southworth).
- The Agate Pass Bridge, as it is the only land connection to Bainbridge Island.

Kitsap County enjoys all of the communications available to major Puget Sound cities. These networks—including high-speed internet and cable TV services—are available to its citizens. Kitsap County built a 911 Center in 2004 as a hazard mitigation strategy. Seismic isolation systems were installed to provide better protection of the County and 911 communication networks.

Puget Sound Energy (PSE) provides essential electrical power to most residential and commercial facilities in Kitsap County. This combination of pole and underground service has received hazard mitigation-related upgrades over the years to reduce winter storm outages and improve structural integrity. However, gas lines, public utility, and sewer systems are underground and vulnerable to earthquakes and other causes of moving earth (e.g., landslides).

Transportation Links in Kitsap County		
Type	Link	Comments
Air	Bremerton Airport	Limited commercial service
Highways	Major routes SR 3, 16, 104	No interstate highways in Kitsap
Bridges	Agate Pass Bridge Tacoma Narrows Bridge Hood Canal Bridge Manette Bridge	Vital links to adjoining counties

Transportation Links in Kitsap County		
Type	Link	Comments
	East Bremerton Bridge	
Transit	Kitsap Transit Access and regular service	Vital service to military installations and ferry docks
Rail	Puget Sound Pacific Railroad	Service from Mason County to military installations
Ferries	Kitsap Transit Inter-harbor service Ferry Terminals	Service to Bremerton/Port Orchard and Bremerton/Annapolis
WA State Ferries	Service from Bremerton, Bainbridge Island, Kingston, and Southworth	Service to Edmonds, Seattle, and King County

Table 18: Transportation Links in Kitsap County

Critical Facilities & Cultural Resources

Following is a table of an overview of the more critical facility and cultural elements of the County. More in-depth information regarding critical facilities, cultural resources, and locations can be found in each City Profile following this section.

Kitsap County Critical Facilities & Cultural Resources		
City/Jurisdiction	Type/Name	Notes
Kitsap County/ Bremerton	Department of Emergency Management/Kitsap911	Location of County Emergency Operations Center (EOC) & Consolidated Emergency Dispatch
Kitsap County/ Port Orchard	Community Development	
Kitsap County/ Silverdale	Emergency Medical Services	
Kitsap County/ Port Orchard	Sheriff	
Kitsap County	Public Works	<p>Critical KCPW Infrastructure:</p> <ul style="list-style-type: none"> • Central Kitsap Treatment Plant: Provides sewer service to Poulsbo, Navy (Bangor, Keyport), Silverdale and Central Kitsap • Kingston Treatment Plant: Provides Sewer Service to Kingston UGA • Suquamish Treatment Plant: Provides Sewer Service to Port Madison Reservation/Suquamish Tribe and Suquamish LAMIRD • Manchester Treatment Plant: Provides Sewer Service to EPA/USN Fueling Station and Manchester LAMIRD • Main PW Building in Port Orchard: Houses Finance, Engineering, Construction Management functions

Kitsap County Critical Facilities & Cultural Resources

City/Jurisdiction	Type/Name	Notes
		<ul style="list-style-type: none"> Randy W Casteel PW Annex in Olympic View Industrial Park (OVIP): Houses Stormwater, Sewer and Solid Waste staff functions Household Hazardous Waste Facility in OVIP: Handles low-level hazardous waste for community Olympic View Transfer Station in OVIP: Serves as the centralized collection point for all solid waste generated within Kitsap County including tribal land and USN/Federal. Garbage and Recycling Facilities in Silverdale (Dickey Road), Olalla, Hansville provide household garbage and recycling drop off spots for the community Road Maintenance Facilities (South Road Shop, Central, and North): House the road maintenance functions for Kitsap County Numerous Sewer Pump Stations (over 50) bring sewage from community to the 4 KCPW operated Treatment plants
Kitsap County/ Port Orchard	Human Resources	
Kitsap County/ Port Orchard	Information Services	
Bainbridge Island	Police Station	
Bainbridge Island	Fire Stations	Fire Stations 21, 22, and 23.
Bainbridge Island	City Hall	
Bainbridge Island	Public Works facilities	
Bainbridge Island	Main Wastewater Treatment Facility	
Bainbridge Island	Reservoir Facilities	Located at High School Road, Old Creosote Road, and Knechtel and Grand.
Bainbridge Island	Well Fields	Located at the Head of the Bay, Fletcher Bay, and Rockaway Beach.
Bainbridge Island	Pump Stations	17 sewage pump stations total.
Bainbridge Island	Agate Pass bridge and Winslow Ferry Terminal	
Bainbridge Island	Elementary schools	5 total
Bainbridge Island	Middle/Intermediate Schools	3 total
Bainbridge Island	High Schools	2 total
Bainbridge Island	Alternate Schools	3 total
Bainbridge Island	Medical Clinics	4 total
Bainbridge Island	Senior Assistance Center	
Bainbridge Island	Parks & Nature Reserve	Bainbridge Island has several parks, learning centers, religious centers, and a nature preserve.

Kitsap County Critical Facilities & Cultural Resources

City/Jurisdiction	Type/Name	Notes
Bainbridge Island	Historic Properties	The City of Bainbridge Island has seven historic properties registered with the federal register and 35 historic properties registered with the local historic register. There are 19 heritage trees on the island. ³⁷
Bainbridge Island	Museums	The island has two museums: Kids Discovery Museum (KiDiMu) and the Bainbridge Island Historical Museum. ³⁸
Bainbridge Island	Japanese American Exclusion Memorial	This museum is an outdoor exhibit commemorating the internment of Japanese Americans from Bainbridge Island in the state of Washington.
Bremerton	Police Station	
Bremerton	Fire Stations	Both fire stations in Bremerton are brick, are not retrofitted, and show significant damage in earthquake Hazus models.
Bremerton	Courthouse	
Bremerton	The Norm Dicks Building	Houses City Government and Kitsap Public Health.
Bremerton	Public Works Campus	
Bremerton	Olympic College	
Bremerton	Bremerton School District	As of 2019, the Old East High/Junior High School was demolished, and 10,000 square feet was added to the STEM West Hills Elementary School.
Bremerton	Casad Dam	
Bremerton	American Red Cross	
Port Orchard	Police Station	
Port Orchard	Fire Stations	Fire District #7 – Fire Station #31.
Port Orchard	City Hall	
Port Orchard	Public Works Shop	
Port Orchard	Port Orchard School District	South Kitsap School District: South Kitsap High School, Cedar Heights Jr. High
Port Orchard	Givens Community Center	
Port Orchard	Kitsap County Courthouse Complex and county jail	
Port Orchard	Health Facilities	Group Health Coop of Puget Sound, Harrison Memorial.
Port Orchard	Joint Wastewater Treatment Facility Wells:	5 wells and one transmission main from the City of Bremerton.
Port Orchard	Emergency Operations Center (EOC)	Port Orchard's Emergency Operations Center (EOC) has been relocated to South Kitsap Fire and Rescue, Station 31, which

³⁷ City of Bainbridge Island - Planning Department (2019)

³⁸ City of Bainbridge Island - Planning Department (2019)

Kitsap County Critical Facilities & Cultural Resources		
City/Jurisdiction	Type/Name	Notes
		resolves the critical vulnerabilities that were inherent with the previous EOC location.
Port Orchard	The Masonic Hall on the National Register of Historic Places	
Port Orchard	The Sidney Museum and Arts Association	Includes cultural assets such as a gallery, art museum, and log cabin museum
Port Orchard	The Western Washington Center for the Arts	Acts as a community theater.
Port Orchard	The Veteran's Living History Museum	
Port Orchard	The Fathoms 'O' Fun Festival	Considered a valued community tradition.
Poulsbo	Police Station	
Poulsbo	Fire Stations	Fire District #18 Headquarters/Fire Station #71
Poulsbo	City Hall	
Poulsbo	Public Works Office & Shop	
Poulsbo	North Kitsap School District	<ul style="list-style-type: none"> Administration Building North Kitsap Senior High School Poulsbo Junior High School Poulsbo and Vinland Elementary Schools The building formerly known as Spectrum Alternative School has been repurposed after being closed in 2010. As of 2019, it is a new alternative learning program.
Poulsbo	Olympic College Poulsbo Branch Campus	
Poulsbo	Health Facilities	<ul style="list-style-type: none"> Poulsbo Village Medical Center with Regional Hospitals as backup North Kitsap Medical Center
Poulsbo	Wastewater Treatment Plan	Brownsville via pressurized pipe under Liberty Bay
Poulsbo	Wells	6 total operational and one not online at this time
Poulsbo	Water Tanks	9 water tanks wastewater lift stations

Table 19: Kitsap County Critical Facilities & Cultural Resources

Culturally Sensitive Areas

Kitsap Peninsula is rich with arts and culture, from museums showcasing the region's diverse people, creations, and history to dozens of venues featuring live theater, dance, and music. Various groups, societies, and associations enrich Kitsap County's cultural environment and these entities bring benefits to residents and visitors in many ways.

- Kitsap Historical Society & Museum
- Kitsap Maritime Heritage
- Kitsap Regional Library

- Military Historic Sites & Memorials
- Puget Sound Navy Museum
- South Kitsap Arts Association
- West Sound Arts Council

Some of the best artists in the region call Kitsap County home and a number of programs throughout the county support established and emerging artists and provide the public with ample opportunities to view the work of old favorites and talented newcomers. Bainbridge Island, Bremerton, and Silverdale all host regular art walks, where area businesses stay open late and serve as temporary art galleries for local painters, sculptors, photographers, and other artisans. Kitsap is known for its superior art galleries such as the Amy Burnett Fine Art Gallery in Bremerton, the Bainbridge Arts and Crafts Gallery on Bainbridge Island, and The Front Street Gallery in Poulsbo and The Lisa Stirrett Glass Art Gallery in Silverdale.

The beautifully restored Admiral Theater in Bremerton brings a variety of performances to the area, and the Bremerton Symphony delivers classical music offerings throughout the year. In addition, a number of local and regional theater groups exist in the county and perform everything from Shakespeare to show tunes. Kitsap is home to two beautiful new museums, The Bainbridge Island Museum of Art and the Suquamish Museum and Cultural Center. Other popular museums offering unique experiences include The Naval Undersea Museum, the Kids Discovery Museum, and touring the historic Navy Destroyer the U.S.S. Turner Joy.

Kitsap is home to several world-class gardens including the internationally renowned Bloedel Reserve, the legendary Heronswood Gardens, and Elandan Garden’s Bonsai Collection.

The strong cultural influences of the Suquamish and Port Gamble S’Klallam tribes are integral to the Kitsap Peninsula. Suquamish is the ancestral home of the great Chief Seattle and hosts the annual Chief Seattle Days festival in his honor. Another cultural highlight is the annual Tribal Canoe Journey, a gathering of 90 Northwest Native tribes with scheduled landings in Suquamish and Port Gamble. The Suquamish Clearwater Casino and Resort and The Point Casino offer a wide variety of entertainment options and are major economic drivers in the County.

Tribal Lands

Founded in its deep cultural values, the Suquamish People consider all lands and waters on our Reservation and U&A to be sacred and sensitive. Therefore, it’s important to note that in accordance with Federal government criteria, the Tribe has identified 20 specifically culturally sensitive areas within the Port Madison Indian Reservation. Sixteen resources are on or directly adjacent to the contemporary marine shoreline and may be affected by wave action during severe storms, by oil spills and other toxic substances that enter marine waters, or by tidal waves caused by earthquakes on the Seattle Fault Zone. Again, based on the Tribe’s cultural values, these specific areas only represent a portion of those lands and waters considered culturally sensitive.

The following map illustrates where each of the culturally sensitive sites is located. They are labeled on the map by numbers that correspond with their assigned identification names.

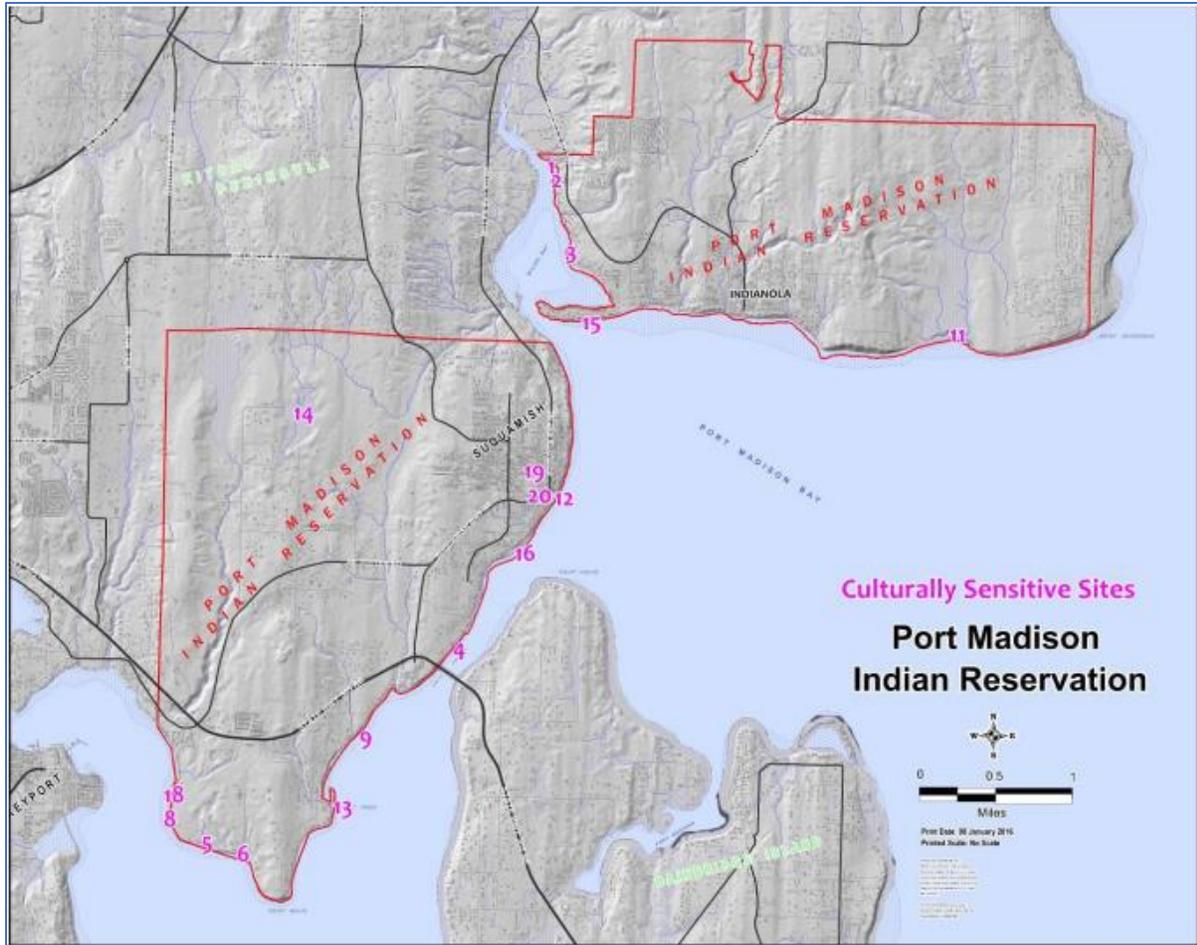


Table 2.1: Culturally Sensitive Sites

Site ID Number	Resource Description
1	Archaeological Site 45KP32 - Shell Midden
2	Archaeological Site 45KP33 - Shell Midden
3	Archaeological Site 45KP34 - Shell Midden
4	Archaeological Site 45KP40 - Shell Midden
5	Archaeological Site 45KP41 - Shell Midden
6	Archaeological Site 45KP42 - Shell Midden
7	Archaeological Site 45KP43 - Shell Midden
8	Archaeological Site 45KP44 - Shell Midden and Adams Marsh Complex
9	Archaeological Site 45KP45 - Petroglyph
10	Archaeological Site 45KP48 - Petroglyph

Table 2.1: Culturally Sensitive Sites, continued

Site ID Number	Resource Description
11	Doe-Kag-Wats Marsh Complex
12	House of Awakened Culture Complex
13	Kiana Lodge Complex
14	Marsh Complex Inland
15	Miller Bay Spit Complex
16	Old Man House Archaeological Site (45KP2) and Historic Village
17	Sacred Place
18	Sacred Place
19	St. Peter Mission
20	Suquamish Cemetery

Figure 11: Map of Culturally Sensitive Sites Port Madison Indian Reservation

Development Since the 2015 MHMP

In June 2015, the third Buildable Lands Report was completed by Kitsap County and its cities per requirement of the Washington State Growth Management Act (GMA) in RCW 36.70A.215. The Report further identifies that identified buildable lands are guided by the Critical Areas (as shown in Figure 12) identified within the county which reflects natural hazards impact areas.

As of 2016, Kitsap County Code required vacant large lots (over 18,000 square feet) located in the Urban Low Residential and Urban Cluster Residential zones to subdivide the land to a maximum lot size of 9,000 square feet prior to development occurring on the property per Ordinance 559-2018.

In 2018, the County developed the following amendments to the Comprehensive Plan: change the land use designation to Mineral Resource Overlay (MRO) on property outside urban growth areas (UGAs), change the land use designation to Forest Resource Lands (FRL) on property outside urban growth areas, and change the land use designation on property within an Urban Growth Area for the purpose of infill and redevelopment.

In 2019, the County clarified edits to the plan and developed Public Facility Map Amendments (e.g. utility and park lands), the Fircrest & Mile Hill Neighborhood Map Amendment (located in the Port Orchard UGA), the Comprehensive Plan and Kitsap County Code Amendment Process, as well as removed the Mineral Resource Overlay (MRO) from parcels that do not meet designation criteria and created a 20-year Capital Facilities Plan (Parks & Recreation, Law Enforcement, South Kitsap Schools).

Future Development

The Kitsap County Comprehensive Plan describes the 20-year vision for unincorporated Kitsap County and how that vision will be achieved. The plan covers land use, economic development, environment, housing and human services, transportation, capital facilities and utilities as well as parks, recreation, and open space. The Comprehensive Plan is mandated by the Washington State Growth Management Act (RCW 36.70A). A full copy of the plan can be found at https://www.kitsapgov.com/dcd/Pages/Kitsap_County_Comprehensive_Plan.aspx.

Figure 9 is a Comprehensive Land Use Map that shows the land uses that are permitted by the Comprehensive Plan. The Land Use Map is adopted as part of the Plan. It designates the proposed general distribution, locations and extent of the uses of land for urban and rural uses, where appropriate, for housing, commerce, industry, recreation, open spaces, public utilities and facilities, agriculture, forestry, and other uses. The Land Use Map guides growth consistent with Urban Growth area boundaries and provides the capacity to accommodate adopted growth targets.

Kitsap County Public Works (KCPW) plans to build a new North Kitsap Road Maintenance Facility and Household Hazardous Waste Collection Facility near the intersection of Gunderson Road and State Route 307 in the next three to five years. The current North Road Maintenance Facility located at the corner of SR 305 and SR 307 will be closed.

Natural Environment

Kitsap County is bound by Hood Canal to the west, Admiralty Inlet to the north, Puget Sound to the east, and Mason and Pierce counties to the south. Its landmass totals 393 square miles,

ranking 36th in area among counties in Washington. Kitsap County has 228 miles of saltwater frontage, more than any other county in Washington.

Most of the land area consists of remnants of a glacial drift plain. The surface is composed generally of flat-topped rolling hills separated by valleys and bays. The land rises from sea level to maximum elevations of 400 to 600 feet, except for Green Mountain and Gold Mountain west of Bremerton. These hills, formed from ancient volcanic rocks, cover about 20 square miles and rise to an elevation of 1,761 feet. The County occupies lowlands in the shadow of the Olympic Mountains.

Kitsap has a moderate climate with mild, wet winters and cool, dry summers. Mean annual precipitation ranges from 26 inches in the north to nearly 80 inches in the vicinity of Green and Gold Mountains, with a yearly average of 41.2 inches of rain and 3.5 inches of snow countywide. Kitsap County has an average of 161 precipitation days per year. The average low temperature in January is 33.8 degrees F, and the average high temperature in July is 75.1 degrees F.³⁹

Topography

The Kitsap Peninsula area is geologically the remnant of a glacial drift plain. The peninsula is extensively carved by inlets, giving the County roughly 33 miles of freshwater waterfront and 228 miles of saltwater coastline. Landslide and marine bluff failures are relatively common in the low hills on the perimeter of Puget Sound, particularly in unsheltered bluff areas subjected to wave cutting.

Four main geologic units exist in the subsurface: (1) fill; (2) younger alluvium, including beach deposits; (3) alluvium associated with the Vashon Glacier; and (4) basaltic bedrock. Low areas have filled with peat and very loose soils over time, and some may have been artificially filled during periods of development.

Creeks and Freshwater Ways

Although Kitsap County has the propensity to flood, it does not have any rivers. Rather, it has 39 known creeks that can swell from significant rainfall and flood downstream structures. Kitsap County and its Cities have been proactive in managing runoff and reducing the impacts of low area flooding during significant rainfall events. Mitigation efforts have reduced common flooding areas in cities through innovative means to manage rainfall such as improved stormwater systems.

Saltwater Landmarks

Saltwater landmarks include Admiralty Bay, Dyes Inlet, Sinclair Inlet, Port Washington Narrows, Liberty Bay, Miller Bay, and Hood Canal. FEMA's flood map and the National Flood Insurance Program (NFIP) define those areas that are affected by boat wakes, low-lying flooding from high tides, or potential tsunamis.

Landslides

Kitsap has a history of fatal landslides. Landslide and marine bluff failures are common on low hills and the perimeter of Puget Sound. Significant rainfall and ground saturation affect these

³⁹ <http://kitsapeda.org/life-work/enviable-quality-of-life/location-and-climate/>

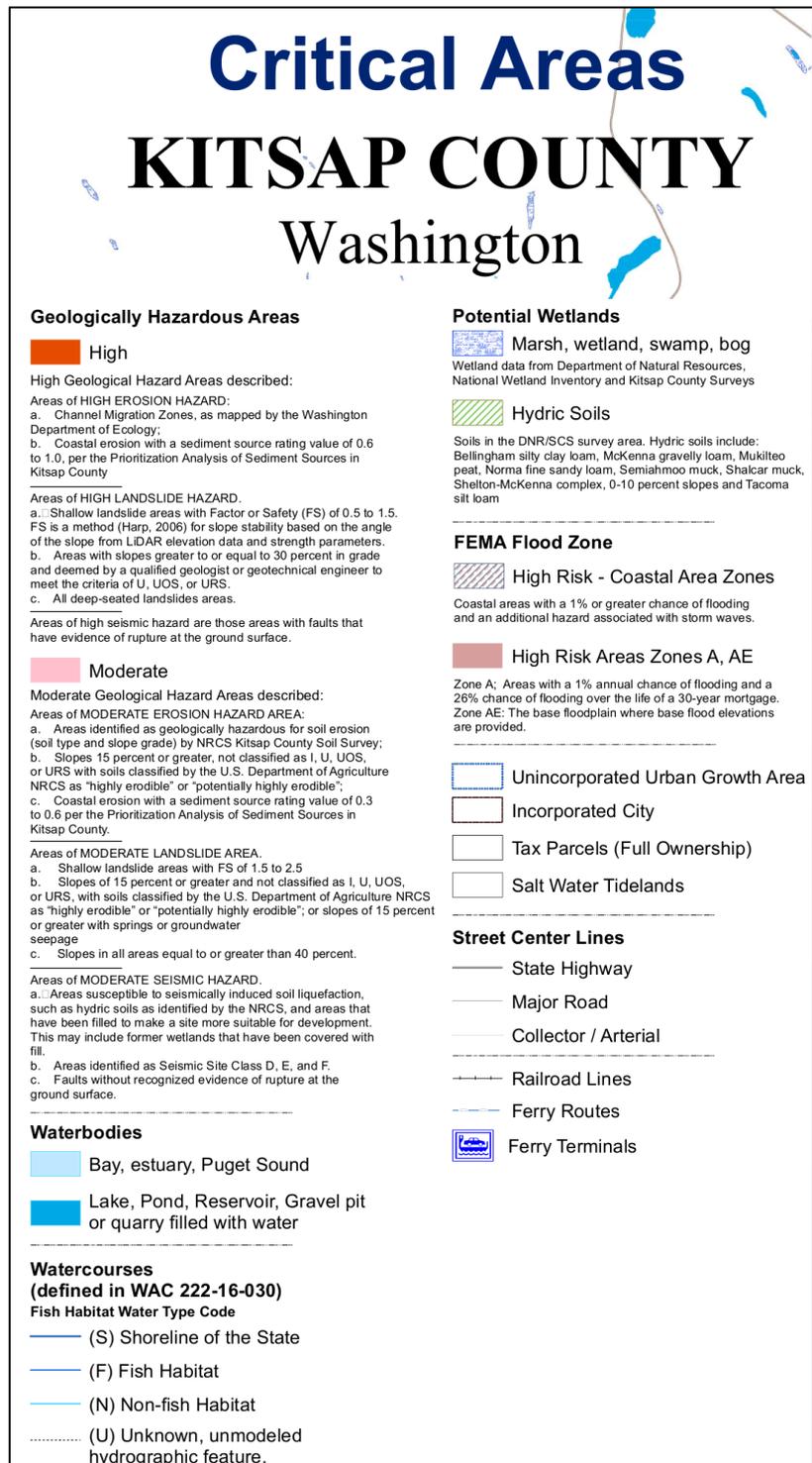
areas. Many areas in Kitsap County are defined as "geological critical" areas with soft soil and a higher risk of shaking during earthquakes.

Lakes

Kitsap County has several lakes fed by the numerous creeks and streams in the County. Some lakes have dams to manage lake water levels and protect waterfront residence. The Casad Watershed provides drinking water to the residents of Bremerton. Other lakes provide recreational fishing and boating managed by private residences or County/City Governments.

Critical Areas

The following page shows a map of the Critical Areas of Kitsap County with an accompanying map legend to the right of this text. The map depicts Critical Areas, as defined in Title 19 Kitsap County Code (Critical Areas Ordinance) and is for informational and illustrative purposes (WAC 365-190-080). It includes wetlands, fish and wildlife habitat conservation areas (streams, lakes, and waterbodies), geologically hazardous areas, and frequently flooded areas.



Critical Areas of Kitsap County

(Legend
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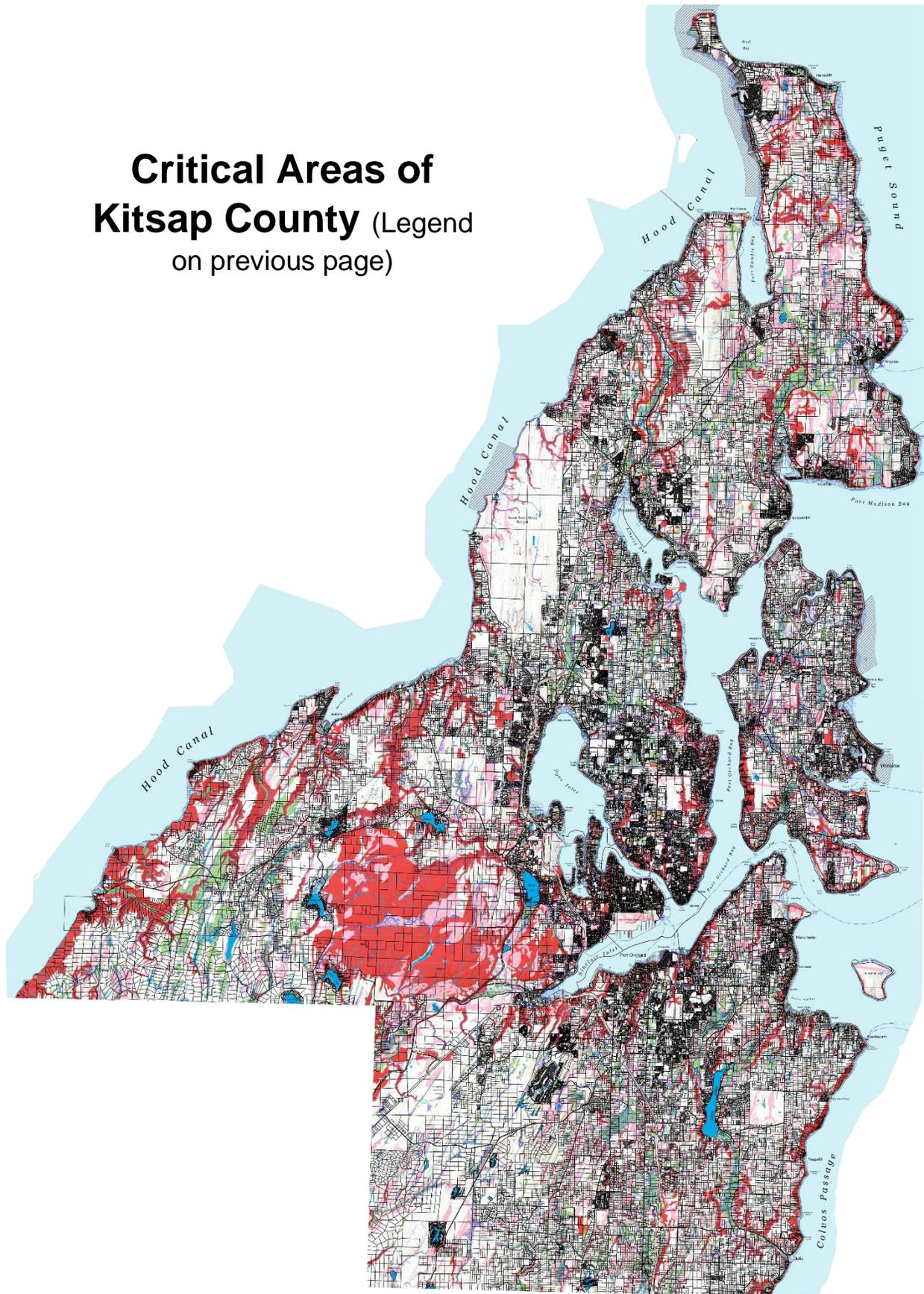


Figure 12: Critical Areas of Kitsap County

Kitsap County Hazard & Disaster History

The frequency of historic events determines the prioritization of mitigation strategies and recommendations. Some general conclusions arise out of Kitsap County's disaster history:

- During severe winter weather in December 2018, an EF-2 tornado caused catastrophic damage to homes and commercial buildings. Tornadoes in Kitsap County are rare due to irregularities in geography and elevation of the area. The geography is not typically conducive to forming tornadoes large enough to be destructive.
- Since 1962, earthquakes have had the biggest economic impact on the county relative to costs and community disruptions.
- Winter storm events represent 77% of historical declarations at the local level. Some significant events have occurred, but, in most cases, probably did not create disruptions in the entire county or cause substantial damages.
- The Mount St. Helens catastrophic incident in 1980 is listed, but Kitsap County was not significantly affected, nor was Kitsap County part of the Presidential Declaration. It is a reminder, like the incidents of 9/11, that catastrophes outside the county can affect the local area. For example, an eruption of Mt. Rainier would affect Kitsap County.
- From a historical perspective, mitigation efforts should concentrate on reducing the impact of winter storms, flooding, and earthquakes.

Over time, projects to mitigate winter storm events had a significant impact on future damages from storms and improve the quality of life in Kitsap. Historically, winter storms and their impact are more predictable; therefore, the cause, effect, and mitigation can be quantified and therefore justified for improvements. As such, in the last 10 years, the numbers of declarations have declined due to these minor mitigation efforts to control flooding, runoff, and other issues caused by winter storms.

Kitsap County Emergency/Disaster History 1962-2019			
Date of Incident	Type	Declared	Comments
February 2019	Severe Winter Storm	Local (was undeclared locally), State	Local Public Assistance threshold not met.
December 2018	Severe Winter Storms - Tornado	Local, State, Federal	Local Public Assistance threshold not met. Local SBA declaration.
December 2016	Windstorm with Severe Rain	Local	Did not meet State declaration threshold.
December 2016	Windstorm with Severe Rain	Local	Did not meet State declaration threshold.
November 2010	Severe Winter Storm	Local	Local Public Assistance threshold not met
December 2008	Severe Winter Storm	Local, State, Federal	Local Public Assistance threshold not met
August 2008	Hurricane Katrina Evacuation	State, Federal	State: \$1.7 million. Local: None

Kitsap County Emergency/Disaster History 1962-2019

Date of Incident	Type	Declared	Comments
December 2007	Severe Winter Storm	Local, State, Federal	State: \$82.5 million. Local: \$3.13 million.
December 2006	Severe Storm	Local, State	Local Public Assistance threshold not met.
November 2006	Severe Storm	Local, State	Local Public Assistance threshold not met.
January 2006	Severe Storm	Local, State	Local: \$544,775
December 2005	Severe Winter Storm	Local, State, Federal	Local Public Assistance threshold not met.
January 2004	Severe Winter Storm	None	Freezing rain, ice, flooding. No record of assistance on file.
October 2003	Severe Winter Storm	Local, State, Federal	State: \$11.9 million. Local Public Assistance threshold not met. Individual Assistance received.
May-Sept 2003	Drought	Local, State	No assistance requests. Losses to pasture.
January 2003	Flooding	Local, State	Local Public Assistance threshold not met.
January 2002	Flooding	Local, State	Presidential declaration denied.
September 2001	9/11 Attack on the U.S.	Local, State	No record of requests for assistance on file.
February 2001	Earthquake – Nisqually	Local, State, Federal	State \$66.7 million. Local: \$832,926
February 1999	Flooding, Slides	Local, State	Federal public assistance threshold not met. SBA declaration.
June 1997	Earthquakes	None	Series of small earthquakes between June 23 and June 27, ranging in magnitude from 3.1 to 4.9.
March 1997	Flooding	Local, State, Federal	Local Public Assistance threshold not met. Individual Assistance received.
December 1996	Severe Storm	Local, State, Federal	Total Public Assistance: \$20 million. Local: \$1.96 million.
April 1996	Mudslide	Local (City of Bainbridge Island)	Rolling Bay Mudslide. Local (City) declaration; no record of assistance on file.
January 1996	Flooding	Local, State, Federal	Received Public Assistance. No Individual Assistance received. Bainbridge Island heavily impacted.
November 1995	Severe Storm – Wind/flooding	Local, State	Local Public Assistance threshold not met.
December 1994	Flooding	Local	Local declaration; no record on file.
January 1993	Windstorm	Local, State	No record on file.
January 1992	Severe Storm	No declaration	No record on file.

Kitsap County Emergency/Disaster History 1962-2019			
Date of Incident	Type	Declared	Comments
December 1990	Severe Storm	Local, State, Federal	State: \$785k.
November 1990	Severe Storm	Local, State, Federal	No record on file.
December 1986	Severe Storm	Local, State	No record on file.
December 1982	Severe Storm	Local, State	No record on file.
May 1980	Mount St. Helens Volcano	State, Federal	No record on file.
December 1979	Severe Storm	Local, State, Federal	No record on file.
January 1974	Severe Storm	Local, State, Federal	No record on file.
May 1965	Earthquake	Local, State, Federal	No record on file.
October 1962	Severe Storm – Wind	Local, State, Federal	No record on file.
PA=Public Assistance IA=Individual/Household Assistance *No records maintained on event No FEMA financial data were available online for Federal declarations prior to 2000, only records of declarations. Unable to verify reimbursements.			

Table 20: Kitsap County Emergency/Disaster History 1962-2019

Hazard Losses for Kitsap County

Kitsap County Hazard Losses 1960-2017 ⁴⁰			
Number of Hazard Events	Number of Casualties	Property Damage	Crop Damage
298	68	\$309,860,381	\$703,234

Table 21: Kitsap County Hazard Losses 1960-2017

⁴⁰ Washington State Enhanced Hazard Mitigation Plan (2018)

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Mitigation Strategies & Recommendations

Introduction

In this section, the natural hazards most likely to affect Kitsap County are identified, defined, and assessed in terms of location, extent, history, probability of future events, climate change impacts, and vulnerability, and the County-wide mitigation strategies are discussed. Hazard assessment information from the 2019 Hazard Identification & Vulnerability Assessment was provided in order to build a comprehensive narrative on each specific hazard to present the mitigation strategies. The hazards and their mitigation strategies are discussed in the following order:

1. Earthquakes
2. Landslides & Erosion
3. Tsunamis
4. Wildfires & Urban Fires
5. Floods
6. Severe Storms/Tornados
7. Drought

Each section notes lead agencies that guide that define the mitigation strategies for affected jurisdictions. The only hazard to not be included in the MHMP that was identified in the HIVA is volcano ash fall. This hazard was omitted due to the low probability of occurrence and lack of mitigation needs in the next 25 years. Terrorism was included as a hazard in the 2013 MHMP, but it is not included in the 2019 Plan due to focusing on natural hazards.

Mitigation Strategy Updates from 2013 MHMP

A collection of completed Mitigation Strategies since the last MHMP update (2013) can be found at the end of this section and at the beginning of each City-Specific Mitigation Strategies section.

However, not mentioned in this section are the ongoing programs or advancements to eliminate or reduce the long-term risk from identified hazards. Such programs include:

- Kitsap “Bolt and Brace” program to train contractors and citizens to retrofit older residences.
- Kitsap Prepares Responsibly for Emergencies” Program KPREP, programs designed to train schools, businesses, non-profit organizations, and citizens, to mitigation, prepare for, respond, and recover from disasters, specifically earthquakes.
- Kitsap Pre/Post Evaluation of Building Affected by Seismic Events training; teaching building evaluations for potential retrofitting and mitigates effects on earthquakes.
- Kitsap ongoing and robust training and exercise program.

- Implementing advances in technology to improve communication and warning systems, conduct damage assessments, and analyze results. Kitsap’s Damage Assessment software program integrates County files (i.e., property assessments), GIS, and collection coordination to bring in information regarding public and private damage and provide information and mapping tools to assess citizen safety and structural damage throughout the County. This information becomes vital to understanding at-risk areas in the county and adds to our mitigation planning efforts.

These are but a few examples of the ongoing mitigation programs in Kitsap County. Successful mitigation programs, like those mentioned above, or others like stormwater initiatives, have reduced the risks to citizens and properties. Although risk assessment tells us what we need to mitigate, it does not predict the size and complexity of the next catastrophic event in Kitsap. As such, mitigation planning will continue to improve the County’s position to reduce risk and take the burden off first responders and the potential loss to businesses and governments.

Funding/Financial Resources

Kitsap County, including the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo, will seek funds, when available, for hazard mitigation studies and implementation of programs. Potential funding sources include (but are not limited to) programs administered by or through Washington Department of Emergency Management and through local, state, and federal mitigation support resources outlined in Appendix B: Capability Assessment.

Earthquake Mitigation Strategies



Lead Agencies	Support Agencies
Kitsap County Emergency Management Council	Kitsap County Geographic Information System (GIS) Department
City/County Public Works Departments	US Geological Survey (USGS)
Kitsap County Department of Emergency Management	University of Washington (UW) Geology Department

Hazard Overview

An earthquake is the motion or trembling of the ground produced by sudden displacement of rock, usually within the upper 10-20 miles of the Earth's crust. Earthquakes result from crustal strain, volcanism, landslides, or the collapse of underground caverns. Kitsap County is vulnerable to earthquakes due to its location in the Puget Sound region, which features numerous seismogenic geologic faults.⁴¹ Washington has dozens of active faults and fault zones. Some of these faults are in remote areas. Others, like the Seattle fault and southern Whidbey Island fault zone, cross under major cities and pose a significant hazard. In general, larger faults make larger earthquakes. All faults, regardless of size, can be dangerous if they rupture.

Ground shaking from earthquakes can collapse buildings and bridges; disrupt gas, electric and phone service; and, sometimes, trigger landslides, avalanches, flash floods, fires, and huge, destructive ocean waves (tsunamis).

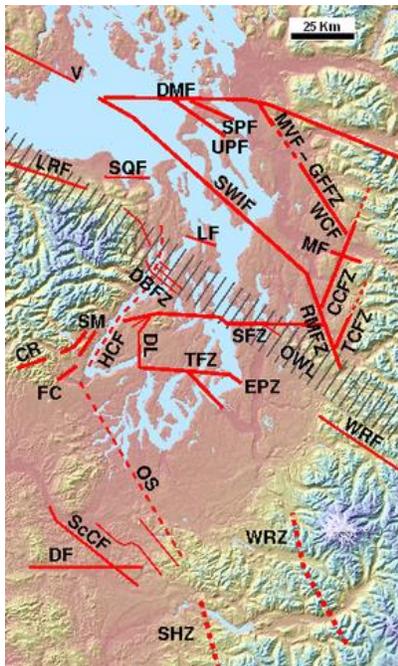


Figure 13: Puget Sound Faults

Location

Kitsap County is vulnerable to earthquakes due to its location in the Puget Sound region, which features numerous seismogenic geologic faults. Kitsap County is susceptible to subduction as well as to fracture faults. The Puget Sound region is entirely within Seismic Risk Zone 3, requiring that buildings be designed to withstand major earthquakes measuring 7.5 in magnitude. It is anticipated, however, that earthquakes caused by subduction zone plate stress can reach a magnitude greater than 8.0.⁴²

With recent studies greatly enhancing scientists' ability to focus on active faults, scientists have paid particular attention to seven active faults in the Puget Lowland capable of generating damaging earthquakes. These faults include the Seattle Faults (2), Tacoma Fault, Darrington Devils Mountain Fault, Utsalady Point Fault, and two Whidbey Island Faults.

The Puget Lowland faults are of particular concern because a considerable portion of the area is heavily urbanized and populated. The four-county central Puget Sound area

⁴¹ FEMA Risk Report for Kitsap County (2015)

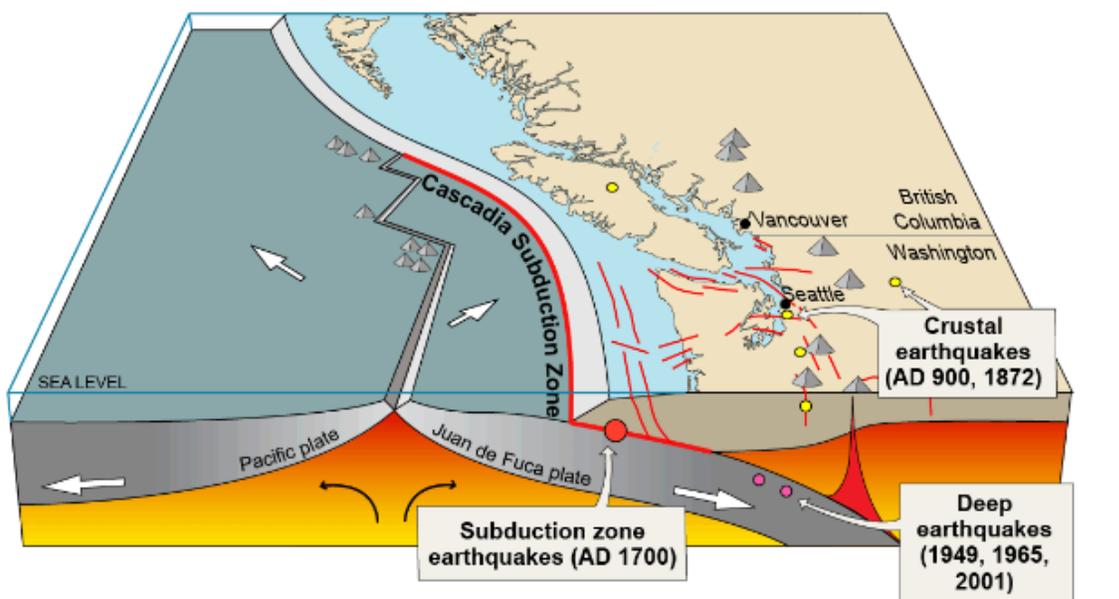
⁴² FEMA Risk Report for Kitsap County (2015)

https://www.bainbridgewa.gov/DocumentCenter/View/6701/Final_Kitsap_Risk_Report_UpdateStrategies?bidId=

encompassing King, Kitsap, Pierce, and Snohomish Counties, where a number of the faults are located, has a population base of approximately 3.8 million people, or about 60 percent of the state’s population, and much of the state’s economic base.⁴³

WHAT IS AN 'ACTIVE' FAULT?

The term ‘active’ can have different meanings. At the Washington Geological Survey, ‘active’ means that a fault has evidence for movement within the **Holocene time period** (since about 12,000 years ago). It usually also means that there are earthquakes (even small ones) on the fault.



Source	Max. Size	Recurrence
● Subduction zone	M 9+	200–600 years
● Deep Juan de Fuca plate	M 7+	30–50 years
● Crustal faults	M 7+	Hundreds of years?

- ▲ Volcano
- Active crustal fault
- Active plate boundary fault

*figure modified from USGS Cascadia earthquake graphics at <http://geomaps.wr.usgs.gov/pacnw/pacnweq/index.html>

Normal faults⁴⁴

A normal fault occurs when two blocks are pulled away from each other. Washington has few large normal faults because it is mostly in a region of compression. Small normal faults are found along the top of folds in eastern Washington in the Saddle Mountain graben. The Eastern Sierra fault along the east side of the Sierra Nevada mountains in California is a good example of an active normal fault.

⁴³ United States Census Bureau (2017)

⁴⁴ Washington Department of Natural Resources (2019)

'Shallow' Faults⁴⁵

Shallow faults produce earthquakes in the upper 18 miles (30 kilometers) of the Earth's crust. These types of faults are common but usually small. Larger crustal faults, such as the Seattle fault and southern Whidbey Island fault zone, can produce earthquakes up to magnitude 7.5. Earthquakes on shallow faults typically last 20 to 60 seconds, and the shaking is localized to the general area of the fault. Earthquakes on faults like these may cause tsunamis in the Puget Sound region.

'Deep' Faults⁴⁶

Deep faults can occur where two tectonic plates collide, and one of the plates is forced beneath the other. The plate that is forced down can have faults within it that still rupture and produce earthquakes. These faults and earthquakes usually occur at great depth (tens to hundreds of miles). Because they rupture at such great depth, their seismic energy is distributed over a large area. This means that a large area feels the shaking, but the intensity is less than a similar shallow earthquake. The shaking usually lasts less than a minute and doesn't generally cause a tsunami or have many aftershocks.

Subduction Zone Faults⁴⁷

A special type of shallow fault called a subduction zone or 'megathrust,' occurs where an oceanic plate moves beneath a continental plate. The boundary between the two plates covers a large area and can lock together. Like other faults, when enough stress builds up, the 'megathrust' will rupture. What makes these faults 'mega' is that the amount of energy released is hundreds to thousands of times more than almost any other type of fault. The ground shaking from these earthquakes can last for several minutes. The 2011 Tohoku earthquake in Japan occurred on this type of fault and released enough energy to slightly change the Earth's axis of rotation. Additionally, because the continent moves up and over the ocean plate, large amounts of seawater are displaced and cause damaging tsunamis. The Cascadia subduction zone just off the Washington coast is this kind of fault and is one of the largest geologic hazards to our state.

Effects

The effects of a major earthquake in Kitsap County could be catastrophic. Hundreds of residents could be injured or killed, and a multitude of others would be left homeless. Depending on the time of day and time of year, a catastrophic earthquake could cause hundreds of injuries and deaths and millions of dollars in critical infrastructure and private property damage (WADNR, 2012-2013). A severe earthquake could level or severely damage older buildings, especially those constructed of non-reinforced masonry. Newer structures, which were built under recent building codes, would probably sustain less damage but would remain vulnerable to the soil conditions of the building site. A severe earthquake would also cause major damage to County and City utilities.

The actual movement of the ground in an earthquake is seldom the direct cause of injury or death. Most casualties result from falling materials. Other effects include, but are not limited to:

- Broken water and sewer mains
- Downed electric lines
- Downed or damaged bridges

⁴⁵ Washington Department of Natural Resources (2019)

⁴⁶ Washington Department of Natural Resources (2019)

⁴⁷ Washington Department of Natural Resources (2019)

- Cracked and partially displaced roadbeds and rail lines
- Loss of telephone or other telecommunications services
- Houses knocked off their foundations
- Partial or complete collapse of buildings, building facades, cornices, or chimneys
- Fires including urban conflagration
- Chemical spills
- Ruptured gas and oil pipelines
- Riverbeds disrupted
- Broken or cracked dams with possible flooding
- Injury and death
- Psychological trauma
- Economic disruption
- Large numbers of displaced persons

The effects of a major earthquake in the Puget Sound basin area could be catastrophic, providing the worst-case disaster short of drought-induced wildfire sweeping through a suburban area. Hundreds of residents could be killed, and a multitude of others left homeless.

The following figure shows FEMA’s determination of building damage during a 7.2 magnitude earthquake on the Seattle Fault.⁴⁸

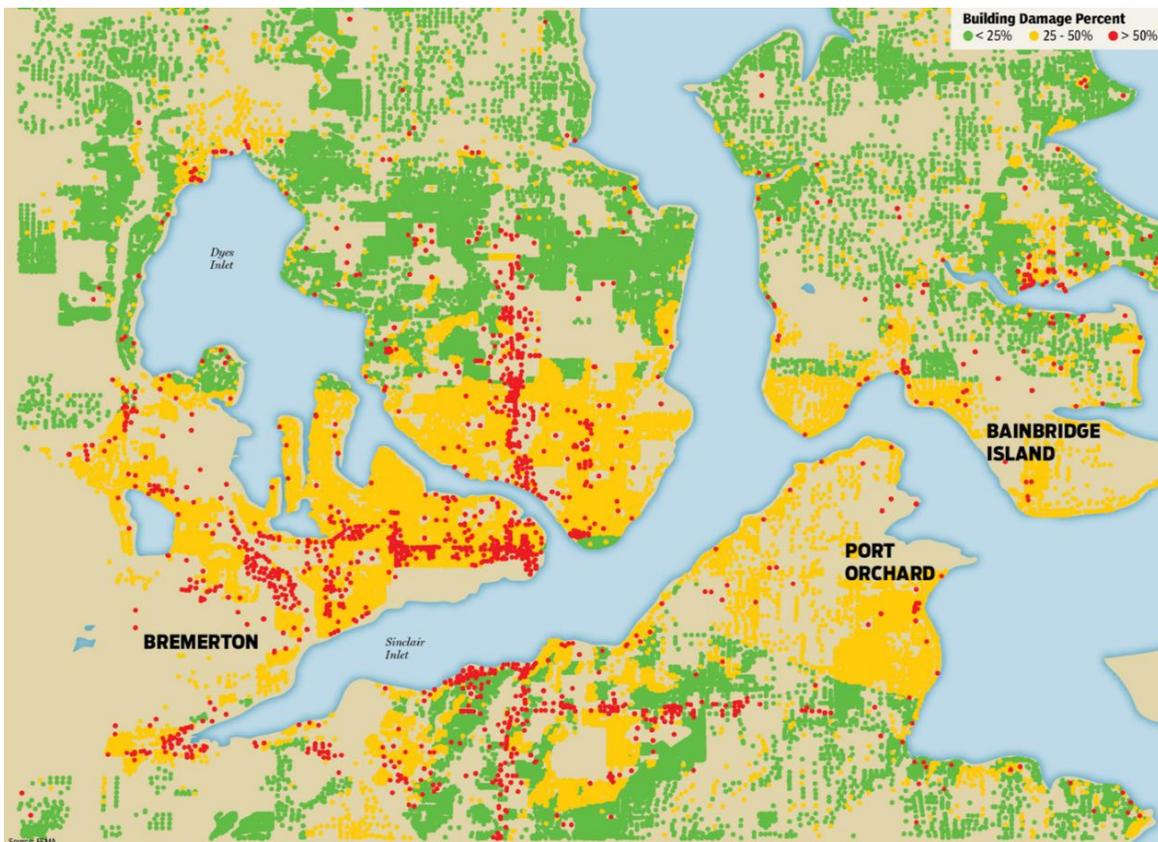


Figure 14: Building Damage Percent during a 7.2M Earthquake on the Seattle Fault

⁴⁸ http://mediaassets.kitsapsun.com/html/data/earthquakes/0110_Earthquake-HousingLosses_KS.jpg

An earthquake with such a magnitude (7.0+) would cause tremendous damage and economic disruption throughout the central Puget Sound region. 2012 regional estimates of damage and loss for a magnitude 7.2 incident on the Seattle Fault showed such a quake would result in extensive or complete damage to more than 38,000 buildings, more than 31,000 displaced households, and more than 17,500 injured persons. The figure above shows the possible building damage percentage from this magnitude of earthquake. Although losses would likely be less from similar earthquakes on other Puget Sound faults away from the core of the Seattle urban area, all of the newly defined active faults represent the possibility of very high damage, loss of life, and major economic impact.

A severe earthquake would also cause major damage to County and City utilities. Depending on the earthquake epicenter and duration of the earthquake, major damage or failure of the Casad Dam could occur. Water systems in the county would suffer ruptured mains and possible failure of local water reservoirs. Electrical and natural gas utilities would also suffer major damage. Failed transformers and downed electrical lines would create massive power failures in the county. Ruptured gas lines would create conditions for large fires and explosions. Public communication facilities (i.e., radio, television, and telephone systems) would be damaged. Surviving telephone systems would likely be overloaded almost instantly. Radio and television services may take days or weeks to recover. Emergency services (i.e., fire, medical, SAR) would be immediately overwhelmed by the amount of damage and injury throughout the county.

County and City Public Works Departments would be very hard-pressed to establish a working road net for essential services, especially if bridges become damaged. At a minimum, bridges in an affected area would have to be inspected before use. Emergency food and shelter would be needed for possibly thousands of persons forced from their homes or isolated by damaged roads and bridges. Because a catastrophic earthquake would likely affect more communities than Kitsap County, the likelihood of immediate assistance from sources outside the county would be remote.

The table below shows the impacts of a Cascadia Scenario on SR bridges in Kitsap County per the Washington Department of Transportation (DOT). It is important to note that all bridges may experience some level of damage.

The following bridges in Kitsap County either on or over State Routes (SR) are expected to experience MODERATE damage during a Cascadia scenario.		
Location	Feature In	Facility
PIERCE CO	MULLENIX ROAD	SR 16
4.5 N PIERCE CO	MULLENIX ROAD	SR 16
4.5 N PIERCE CO	BURLEY CREEK	SR 16 RAMP
0.6 E JCT SR 303	PORT WASH NARROWS	CITY STREET
3.5 N JCT SR 304	SR 310/KITSAP WAY	SR 3
6.8 N BAINBRIDGE FY	AGATE PASSAGE	SR 305
1.7 N JCT SR 308	SR 3	SHERMAN HILL RD
4.3 N JCT SR 308	SR 305	SR 3
4.3 N JCT SR 308	SR 305	SR 3
7.7 N JCT SR 304	RIDGETOP ROAD N.W.	SR 303
7.7 N JCT SR 304	RIDGETOP ROAD N.W.	SR 303
0.1 N JCT SR 305	Dogfish Creek	SR307
0.3 W SR 3	SR 3 ACCESS - LUOTO ROAD	CLEAR CREEK RD NW

2.6 N JCT SR 303	SR 308 (LUOTO RD)	SR 3
2.6 N JCT SR 303	SR 308 (LUOTO RD)	SR 3
0.7 N JCT SR 304	SR 3	WERNER/LOXIE EAGAN
15.2 E JCT US 101	HOOD CANAL	SR 104
4.6 N JCT SR 302	BURLEY-OLLALA RD	NB SR 16
4.6 N JCT SR 302	BURLEY-OLLALA RD	SB SR 16
The following bridges in Kitsap County either on or over State routes are expected to experience SIGNIFICANT damage during a Cascadia scenario.		
Location	Feature In	Facility
7.6 N PIERCE CO	SIDNEY ROAD	SR 16
7.6 N PIERCE CO	SIDNEY ROAD	SR 16
8.3 N PIERCE CO	TREMONT ST	SR 16 NB
8.3 N PIERCE CO	TREMONT ST	SR 16 SB
6.2 N MASON CO	SR 16	SR 3 NB
1.3 N JCT SR 304	CALLAHAN DRIVE	SR 303
5.6 N JCT SR 304	ERLAND POINT RD	SR 3
5.6 N JCT SR 304	ERLAND POINT RD	SR 3
0.2 S JCT SR 3	SILVERDALE WAY NW	SR 303
5.6 N PIERCE CO	SR 16	BETHEL RD
6.3 N MASON CO	GORST CREEK	SR 3
JCT SR 3	SB SR 16	NB SR 16 SPUR
6.6 N JCT SR 304	SR 303	CENTRAL VALLEY RD.
4.0 E JCT SR 16	SR 166	MITCHELL AVE
JCT SR 16	SR 16	SR160
0.7 N JCT SR 304	PORT WASHINGTON NARROWS	SR 303
3.5 N JCT SR 304	SR 310/KITSAP WAY	SR 3
4.5 N JCT SR 304	SR 3	AUSTIN DRIVE
7.2 N JCT SR 304	SR 3	ELDORADO BLVD
3.8 N JCT SR 308	SR 3	FINN HILL ROAD
6.3 N JCT SR 304	CHICO WAY NW	SR 3
8.7 N JCT SR 304	NEWBERRY HILL RD	SR 3
8.7 N JCT SR 304	NEWBERRY HILL RD	SR 3
9.9 N JCT SR 304	ANDERSON HILL RD	SR 3
9.9 N JCT SR 304	ANDERSON HILL RD	SR 3
1.0 N JCT SR 303	SR 3	TRIGGER AVE
2.1 N JCT SR 303	SR 3	MOUNTAIN VIEW RD
2.6 N JCT SR 303	SR 3	N-W RAMP TO LUOTO
JCT SR 3	SR 3	SR 303 (WAAGA WAY)
JCT SR 3	SR 3	SR 303/CLEAR CK RD
9.8 N PIERCE CO	SR 166	SR 16 NORTHBOUND
JCT SR 3	SR 3	SR 304 W-S RAMP
3.1 E JCT SR 3	DOGFISH BAY	SR 308
6.3 N JCT SR 304	CHICO WAY NW	SR 3
***The Hood Canal Floating Bridge was not evaluated as part of this study due to its classification as a special bridge.		

Earthquakes of lesser magnitude or farther from the county would cause less damage and displacement, but the county could find itself faced with a large influx of displaced persons. Depending on the damage and injuries caused by an earthquake, businesses may close, unemployment may rise, and economic loss might occur.

Volcanic earthquakes, often centered within or beneath the volcano, are usually one of three kinds: (1) pre-eruption earthquakes caused by explosions or steam or underground magma movements, (2) eruption earthquakes caused by explosions and collapse of walls inside the volcano, or (3) post-eruption earthquakes caused by magma retreat and interior structural collapse. Although volcanic earthquakes are strong near the volcano, they are generally confined there. There are some exceptions, as with the "St. Helens Fault Zone," where a tectonic fault (earth's crustal structure) is closely associated with the volcano. Tremors may cause large rockfalls, snow avalanches, landslides, and building collapse. Since all Pacific Northwest volcanoes are in a regular seismic zone, tremors should be evaluated for their volcanic potential by qualified geophysicists or seismologists.

The following page shows a map of seismic hazards such as fault hazard zones, liquefaction susceptibility, and site classes in Kitsap County. Liquefaction susceptibility describes the likelihood of saturated sediments to liquefy during an earthquake, resulting in permanent ground deformations. When liquefaction occurs, the ability of soil to support buildings and infrastructure is diminished.

Legend

Kitsap Fault Hazard Zone

- High Geologic Hazard
- Moderate Geologic Hazard
- Kitsap Seismogenic Faults

Kitsap Liquefaction Susceptibility

- High; Moderate-High
- Moderate; Low-Moderate

Kitsap Site Class

- High Geologic Hazard

- Tax Parcels
- Unincorporated Urban Growth Area
- Incorporated City
- Reservation Boundaries

Limited Areas of More Intense Rural Development

- Type I
Limited Area of More Intense Rural Development, Type I
RCW 86A.02(1)(a)(i)
Must use a lot or small lots with a minimum lot area of 10,000 sq. ft. where limited rural development is appropriate.
- Type III
Limited Area of More Intense Rural Development, Type III
RCW 86A.02(1)(a)(ii)
Use limited regulated residential use of new development of isolated cottage homes and related small businesses.

Street Center Lines

- State Highway
- Major Road
- Collector / Arterial
- Local Access; Local Road

Railroad Lines

- Ferry Terminals
- Ferry Routes

Waterbodies (defined in WAC 222-16-030)

WaterBody Cartographic Feature Code

- Bay, estuary, Puget Sound
- Lake, Pond, Reservoir, Gravel pit or quarry filled with water
- Marsh, wetland, swamp, bog

Watercourses (defined in WAC 222-16-030)

Fish Habitat Water Type Code

- (S) Designated Shoreline of the State
- (F) Fish Habitat
- (N) Non-fish Habitat
- (U) Unknown, unmodeled hydrographic feature.

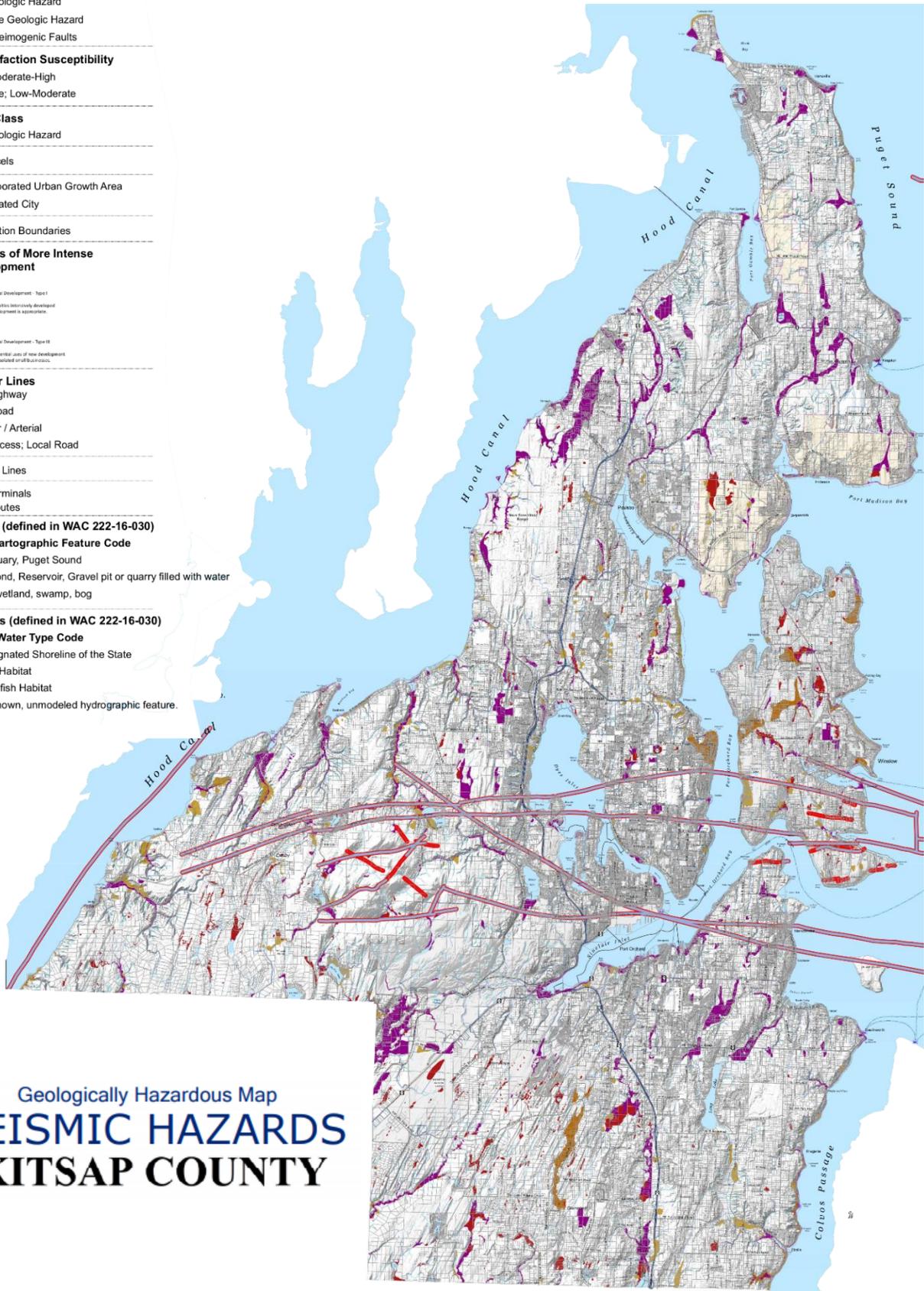


Figure 16: Seismic Hazards

Extent

Earthquakes caused by subduction zone plate stress can reach a magnitude greater than 8.0. Below is a table that discusses earthquake effects at each magnitude.

Comparison of Earthquake Measurements		
Magnitude Richter	Degree Mercalli	Description
<3.5	I	People do not feel any earth movement.
3.5	II	Few people notice movement if they are at rest or on the upper floors of tall buildings.
4.2	III	Many people indoors feel movement. Hanging objects swing back and forth.
4.5	IV	Most people indoors feel movement. Hanging objects swing. Dishes, windows, and doors rattle. The earthquake feels like a heavy truck hitting the walls. A few people outdoors may feel movement. Parked cars rock.
4.8	V	Almost everyone feels movement. Sleeping people are awakened. Doors swing open or closed. Dishes are broken. Pictures on walls move. Small objects move or are turned over. Trees might shake. Liquids might spill.
5.4	VI	Everyone feels movement. People have trouble walking. Objects fall from shelves, off walls. Furniture moves. Plaster walls might crack. Trees and bushes shake. Slight damage in poorly built buildings.
6.1	VII	People have difficulty standing. Drivers feel cars shaking. Some furniture breaks. Loose bricks fall from buildings. Considerable damage in poorly built buildings, slight to moderate in well-built buildings.
6.5	VIII	Drivers have trouble steering. Houses that are not bolted down may shift on their foundations. Towers and chimneys may twist and fall. Poorly built structures suffer severe damage, well-built suffer slight damage. Tree branches break. Wet ground hillsides may crack. Water levels in wells may change.
6.9	IX	Well-built buildings suffer considerable damage. Houses that are not bolted down move off their foundations. Some underground pipes are broken. The ground cracks. Reservoirs suffer serious damage.
7.3	X	Most buildings and foundations are destroyed. Some bridges are destroyed. Dams are seriously damaged. Large landslides occur. Water is thrown on the banks of canals, rivers, and lakes. The ground cracks in large areas. Railroad tracks are bent slightly.
8.1	XI	Most buildings collapse, some bridges are destroyed. Large cracks appear in the ground. Underground pipelines are destroyed. Railroad tracks are badly bent.
>8.1	XII	Almost everything is destroyed. Objects are thrown into the air. The ground moves in waves or ripples. Large amounts of rock may move.

Table 22: Comparison of Earthquake Measurements

Maps depicting shaking intensity and ground motion following an earthquake, called “ShakeMaps,” can be produced in near-real-time for incidents or created for specific scenarios by regional seismic network operators in cooperation with the USGS. These ShakeMaps can be used for response, land use, and emergency planning purposes. The following map shows a ShakeMap modeled after a Seattle Fault 7.2 magnitude incident showing the shaking intensity for this scenario. The central and eastern portions of Kitsap County, including Bainbridge Island, Port

Orchard, and Bremerton, are located in the severe (instrumental intensity VIII) to extreme (instrumental intensity X+) shake zones.⁴⁹

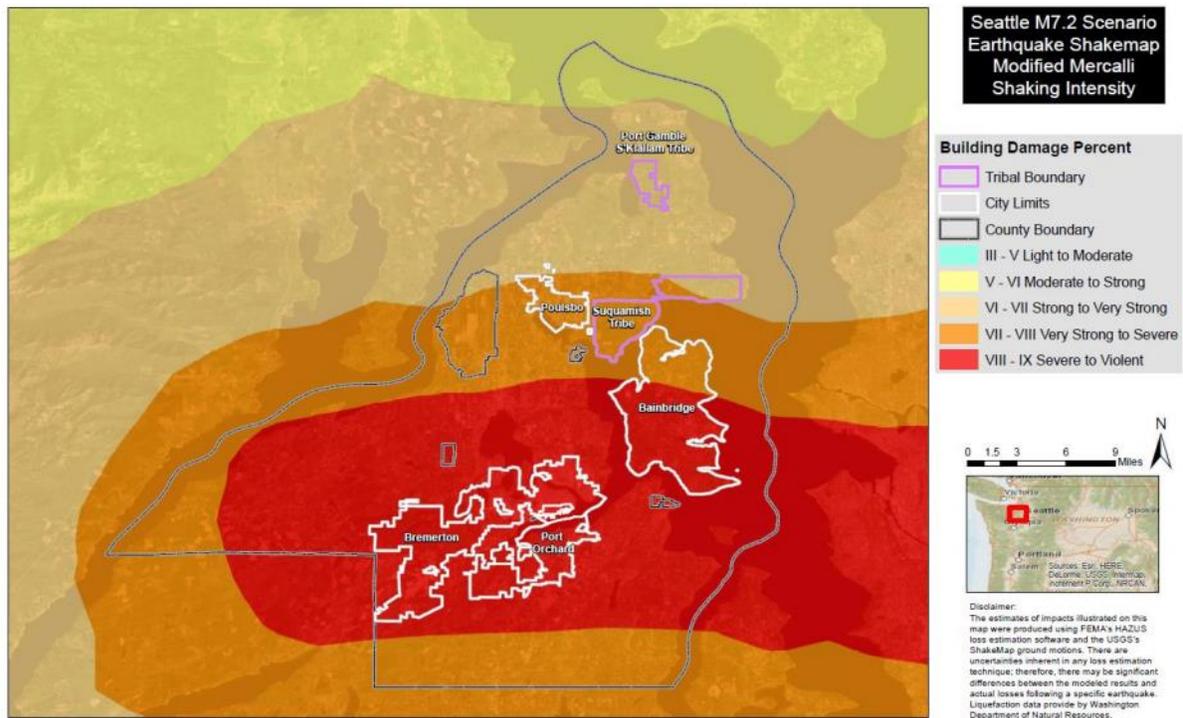


Figure 17: Shaking Intensity for a 7.2 Seattle Fault Earthquake

All communities in Kitsap County would be affected if a Seattle Fault incident were to occur. The Cities of Bainbridge Island and Port Orchard have the most significant percentage of buildings located in the moderate-high liquefaction zone, while unincorporated areas of the county have the highest total number of buildings located in these zones. The total building dollar loss in Kitsap County for an earthquake of this magnitude is estimated at \$3.6 billion.

Hazus Earthquake Results for a Seattle M 7.2 Earthquake ⁵⁰						
Community	Total Est. Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Incident	Loss Ratio (Dollar Losses / Total Building Value)
Bainbridge	\$2.6 billion	9,094	384	4%	\$538 million	21%
Bremerton*	\$1.7 billion	10,899	116	1%	\$760 million	45%
Port Gamble S'Klallam Tribe**	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown

⁴⁹ FEMA Risk Report for Kitsap County (2015)

⁵⁰ FEMA Risk Report for Kitsap County (2015)

Hazus Earthquake Results for a Seattle M 7.2 Earthquake ⁵⁰						
Community	Total Est. Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Incident	Loss Ratio (Dollar Losses /Total Building Value)
Suquamish Tribe	\$474 million	3,093	97	3%	\$29.8 million	6.3%
Port Orchard	\$966 million	4,076	258	6%	\$377 million	39%
Poulsbo	\$865 million	3,160	50	2%	\$67.5 million	7.8%
Unincorporated County	\$9.7 billion	57,801	1,921	3%	\$1.8 billion	18%
Total	\$16.3 billion	88,123	2,826	3%	\$3.6 billion	18%

Table 23: Hazus Earthquake Results for a Seattle M 7.2 Earthquake

Note: The above table shows the total estimated building value by community, total number of buildings by community, total number of buildings within the moderated to high liquefaction zone, and percentage of buildings within the moderate to high liquefaction zone. In addition, building losses are reported for a Seattle Fault 7.2 magnitude incident as well as a loss ratio. A loss ratio is calculated by dividing the dollar loss by the total building value. The loss values are for building losses only; additional damages to infrastructure and building contents are not captured in this table. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available for the Port Gamble S’Klallam Indian Reservation from Kitsap County, so the results are shown as unknown.

In addition to the building analysis in the 2015 FEMA Risk Report, essential facilities (schools, fire, police, and medical facilities) were analyzed to determine if they would experience damage from the earthquake incident. Anything labeled greater than 50 percent would be considered damaged. For the entire study area, 155 schools buildings of 292 are expected to have a greater than 50 percent chance of being damaged; 93 medical facilities out of 184 are expected to have a greater than 50 percent chance of being damaged; and 19 fire stations out of 48 are expected to have a greater than 50 percent chance of being damaged. Transportation damage is not shown in the report.

Pre-Code versus Moderate Code Building in Kitsap County ⁵¹				
Community	Number of Pre-Code Buildings (before 1975)	Percent Pre-Code Buildings	Number of Moderate Code Buildings (after 1975)	Percent of Moderate Code Buildings
Bainbridge Island	3,082	34%	6,012	66%
Bremerton	8,698	80%	2,201	20%
Port Orchard	1,415	35%	2,661	65%
Poulsbo	725	23%	2,435	77%
Squamish Tribe	780	25%	2,313	75%
Port Gamble S’Klallam Tribe	Unknown	Unknown	Unknown	Unknown

⁵¹ FEMA Risk Report Kitsap County 2015

Unincorporated County	17,278	30%	40,523	70%
Total	31,978	36%	56,145	64%
Note: Pre-code buildings are those that are built prior to 1975. Moderate code are those built after 1975. These dates were chosen based on when the seismic provisions were incorporated into the building code statewide which was 1975. Please note that the analysis in Hazus used the following dates: Pre-code are any buildings prior to 1941. Moderate Code were any buildings after 1941, which is the default Hazus methodology. Please refer to the appendix for additional information.				

Table 24: Pre-Code versus Moderate Code Building in Kitsap County

History

Since 1962, earthquakes have had the most significant impact of any hazard on the county in terms of monetary costs and disruptions to daily life.

In the Puget Sound region, the most dramatic earthquake identified so far is associated with the Seattle Fault, which runs from the east side of King County across West Seattle and the south end of Bainbridge Island, extending into Central Kitsap.

When the ground broke free about 1,100 years ago, geologic forces pushed the ground upward about 20 feet from Restoration Point on Bainbridge Island to Alki Point in West Seattle. Tidelands were left high and dry, and a tsunami drowned low-lying estuaries throughout Puget Sound. Evidence suggests that the tremendous earthquake caused forested slopes to slide into Lake Washington and Lake Sammamish. Farther away, the quake may have unleashed rockslides that blocked streams and created new lakes in the Olympic Mountains.⁵²

Researchers believe the earthquake probably measured around magnitude 7.2, yet the shaking was far greater than deep earthquakes of the same size. In fact, for residents of Kitsap and King counties, a Seattle earthquake today like the one 1,100 years ago would probably cause more damage than the largest Cascadia subduction earthquake.

The Nisqually earthquake of 2001 was the most recent earthquake incident that caused significant damage to Kitsap County and the Puget Sound region and is the last major deep earthquake. This 6.8 magnitude earthquake struck the Puget Sound region on February 28, 2001, and created minor to moderate damage to the properties of over 750 Kitsap County residents.⁵³ According to the U.S. Geological Survey (USGS) Earthquake Hazards Program, damage estimates from this incident amounted to \$1 billion to \$4 billion dollars throughout the region.⁵⁴ Previous deep earthquakes included a 6.5-magnitude quake near Des Moines in King County in 1965 and a 7.0-magnitude quake near Olympia in 1949.⁵⁵

The part of Washington State east of the Cascades has historically been subject to shallow, though infrequent, smaller earthquakes up to a magnitude of 6.0. The western part of Washington State is vulnerable to the following earthquake risks:

- A magnitude of 7.5 incident of 40 or more kilometers in depth.

⁵² <http://archive.kitsapsun.com/earthquake/multiple-geologic-forces-make-region-vulnerable-to-quakes-26673853-0bb3-5925-e053-0100007f83d4-364560781.html>

⁵³ Kitsap County Department of Emergency Management, 2012

⁵⁴ USGS, 2012

⁵⁵ <http://archive.kitsapsun.com/earthquake/multiple-geologic-forces-make-region-vulnerable-to-quakes-26673853-0bb3-5925-e053-0100007f83d4-364560781.html>

- A magnitude of 6.5 incident at a shallow depth in the vicinity of Mount St. Helens.
- A magnitude of 7.5 incident at a shallow depth anywhere in western Washington of uncertain probability.
- Subduction plate earthquakes of magnitudes greater than 8.0.

Washington State Significant Earthquakes					
Date	Time (PST)	Latitude Longitude	Depth (Km)	Mag	Location
December 14, 1872	2140	48°48' 121°24'	shallow	7.4	North Cascades
December 12, 1880	2040	47°30' 122°30'		5.5	Puget Sound
April 30, 1882	2248	47°00' 123°00'	deep	6.0	Olympia area
November 29, 1891	1521	48°00' 123°30'		5.0	Puget Sound
March 6, 1893	1703	45°54' 119°24'	shallow	4.9	Southeast Washington
January 3, 1896	2215	48°30' 122°48'		5.7	Puget Sound
March 16, 1904	2020	47°48' 123°00'		5.3	Olympics eastside
January 11, 1909	1549	48°42' 122°48'	deep	6.0	Puget Sound
August 18, 1915	0605	48°30' 121°24'		5.6	North Cascades
January 23, 1920	2309	48°36' 123°00'		5.5	Puget Sound
July 17, 1932	2201	47°45' 121°50'	shallow	5.2	Central Cascades
July 15, 1936	2308	46°00' 118°18'	shallow	5.7	Southeast Washington
November 12, 1939	2346	47°24' 122°36'	deep	5.7	Puget Sound
April 29, 1945	1216	47°24' 121°42'		5.5	Central Cascades
February 14, 1946	1914	47°18' 122°54'	40	6.3	Puget Sound
April 13, 1949	1155	47°06' 122°42'	54	7.1	Puget Sound
August 5, 1959	1944	47°48' 120°00'	35		Northwest Cascades
April 29, 1965	0728	47°24' 122°24'	63	6.5	Puget Sound
February 13, 1981	2209	46°21' 122°14'	7	5.5	South Cascades
April 13, 1990	2133	48°51' 122°36'	5	5.0	Deming
January 28, 1995	1911	47°23' 122°21'	16	5.0	17.6 km NNE of Tacoma
May 2, 1996	2104	47°46' 121°57'	7	5.3	10.2 km ENE of Duvall
June 23, 1997	1113	47°36' 122°34'	7.4	4.9	5.5 km NE of Bremerton
July 2, 1999	1743	47°05' 123°28'	41	5.1	8.2 km N of Satsop
February 28, 2001	1054	47.19°N 122.66°W	57	6.8	Southern Puget Sound, NE of Olympia

Table 25: Washington State Earthquakes

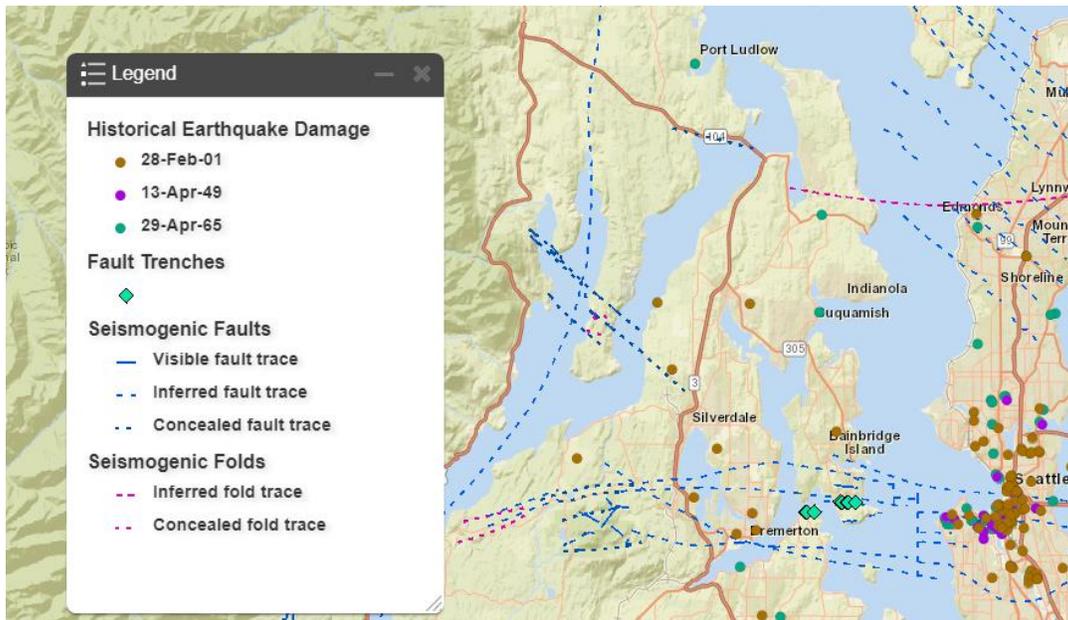


Figure 18: Historical Earthquake Damage

Probability of Future Events

The largest active fault that will affect Washington (and the whole Pacific Northwest) is the Cascadia subduction zone. This fault produces some of the largest and most damaging earthquakes in the world (M9). A damaging earthquake is inevitable on this fault, but we do not know exactly when it will happen.⁵⁶

According to the Washington State Department of Natural Resources, earthquakes occur nearly every day in the state. Like other counties, Kitsap County takes advantage of various available technologies to assess the likelihood and effect of earthquakes in the region. Such technology includes GIS mapping, Hazus, and evaluation of LIDAR (Light, Detection, and Ranging) and USGS studies about the county.

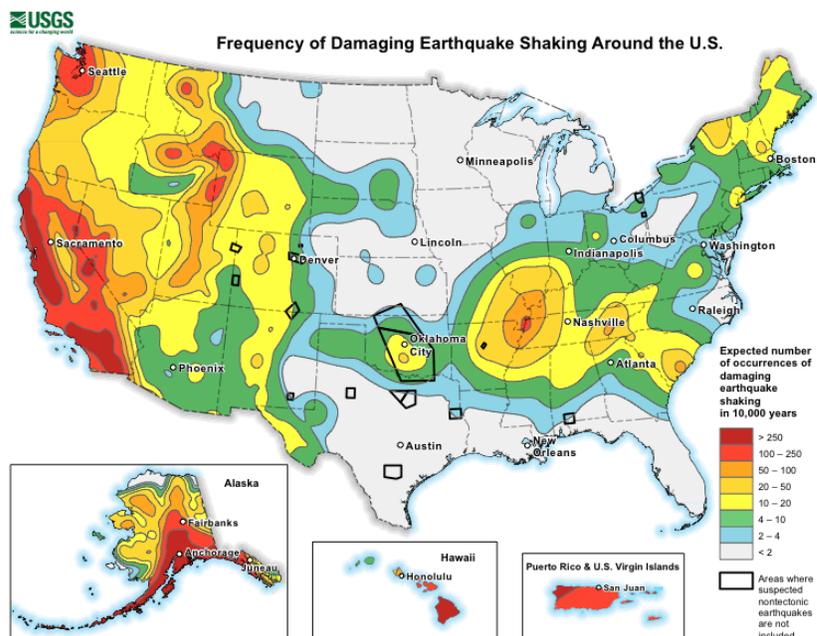


Figure 19: Frequency of Damaging Earthquake Shaking Around the US

⁵⁶ Washington Department of Natural Resources (2019)

Programs available from the USGS, such as the Washington State Earthquake Scenario Catalog, provide a variety of HAZUS modeling studies on different faults. These studies provide valuable insight into vulnerability and exposure modeling of earthquakes that can be used in mitigation planning and as a training and exercise tools.

Climate Change Impacts

There is debate over how climate change impacts earthquake activity explicitly, and there is currently no substantial and universally accepted information to provide in this section.

Vulnerability Summary

- The overall risk rating for earthquakes is “**high**.” Damages are also considered “high” as the incident will affect the county’s infrastructure. The rating is defined as a strong potential for a disaster of major proportions in the next 25 years. Although the 2018 Washington State HIVA rated earthquake risk in Kitsap County as “moderate-high,” it rated area, population, and critical infrastructure with “high” and state and first responder facilities with “moderate-high” exposure risks. Due to high ratings and potential damage to people, infrastructure, and critical facilities, Kitsap County views earthquakes as a high-risk hazard.
- Earthquakes are the number one catastrophic threat to Kitsap County. The largest estimated magnitude is 8.0, which would be catastrophic. Although less damaging earthquakes similar to Nisqually in 2001 are more likely, they can still cause damage in the millions across the county.
- The damaging shaking from an earthquake could cause minor tsunamis, liquefaction in Kitsap County’s small cities, and building and infrastructure damage that would take years of recovery. Small businesses may not survive, and damages to ferry systems, bridges, and highways will impact the economy.
- All of the critical infrastructure facilities, fire stations, and EMS facilities are located in areas with moderate or higher exposure to earthquake hazards. Mitigation efforts will help lessen the potential impact, but a significant earthquake will still create substantial damage to infrastructure, and potentially to the economy
- Damage to highway infrastructure outside Kitsap County could have a direct impact on Kitsap County’s economy. In particular, damage to Highway 16 and I-5 in Pierce County will directly impact access to Kitsap County. Also, damage to the Junction of I-5 and US 101 in Thurston County could also directly impact Kitsap County, especially if they were affected at the same time.
 - The State Ferries routinely operate at near capacity. If an incident caused damage to critical transportation infrastructure, the ferry system would be challenged to pick up the slack.

Conclusions

Kitsap County will experience major earthquake effects. Mitigation efforts must be instituted and maintained to decrease potential problems from major earthquakes. They are:

- Examination, evaluation, and enforcement of effective building and zoning codes.
- Public education on what to do before, during, and after an earthquake.
- Development of appropriate County and City government response plans. Response should include detailed, immediate action to save resources such as water and gas supplies. Plans should be realistically exercised at the County and City levels to ensure workability and relevance to disaster response.

Mitigation Strategies

Earthquake Mitigation Strategy 1	
Promote public seismic risk retrofit for residential sector to include educational workshops on foundation bolting, tie downs, and necessary bracing actions.	
<ul style="list-style-type: none"> • Lead agency will continue to be KCDEM with support from industry subject matter experts. Free workshops for homeowners will be provided twice each year. • Special Resources considered for this project could include volunteer groups, matching grant applications, private donations, and Housing Authority support. • Propose the utilization of Small Business Administration pre-disaster mitigation loans for a portion of the funding needed. 	
Lead	KCDEM
Priority	High
Implementation Time	Ongoing/1 to 5 years
Implementation Cost	Advertising workshops in local newspapers - \$1000-2000/year
Potential Funding Source	Local, State, Federal
Status	To be completed.

Earthquake Mitigation Strategy 2	
Develop a three-mile vehicle width recreation trail from Jarstad Park near Gorst to the Kitsap Lake area.	
<ul style="list-style-type: none"> • Goals: Capacity and Resiliency 	
Lead	Washington Department of Transportation and KCDEM
Priority	Moderate
Implementation Time	1-5 years
Implementation Cost	Estimated \$100,000-\$500,000
Potential Funding Source	Local, State
Status	To be completed.

Earthquake/Tsunami Mitigation Strategy 3

Develop a plan to address resiliency and redundancy, including identifying gaps in the transportation network.

- Goals: Capacity and Resiliency
- Add SR 16/3

Lead	Washington Department of Transportation and KCDEM
Priority	Moderate
Implementation Time	By 2024
Implementation Cost	Estimated up to \$100,000
Potential Funding Source	Local, State
Status	To be completed.

Earthquake/Tsunami Mitigation Strategy 4

Mitigate for Agate Passage Bridge closure: utilize maritime alternatives to move passengers and freight.

- Goal: Exercise maritime alternatives
- Last done in 2008
- Can be completed as an exercise

Lead	Washington Department of Transportation and KCDEM
Priority	Moderate
Implementation Time	1-5 years
Implementation Cost	Estimated \$50,000
Potential Funding Source	Local, State, Federal
Status	To be completed.

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Landslide & Erosion Mitigation Strategies



Lead Agencies
Kitsap County Conservation District
City/County Community Development Departments
City/County Public Works Departments
Kitsap County Department of Emergency Management
Tribal Nations (where appropriate)

Hazard Overview

The term landslide refers to the down-slope movement of masses of rock and soil. Slides range in size from thin masses of earth a few yards wide to deep-seated bedrock slides. The form of initial failure commonly categorizes them, but they may travel in a variety of ways along their paths. This travel rate may range in velocity from a few inches per month to many feet per second, depending largely on the slope, material, and water content. The recognition of ancient, dormant slide masses is essential, as they can be reactivated by earthquakes or unusually wet winters. Also, because they consist of broken materials and disrupted groundwater, they are more susceptible to construction-triggered sliding than adjacent undisturbed material.

Erosion refers to the gradual removal of soil through wind or water action. Erosion may be induced or increased by failure to use ground covers to protect soil from wind or drainage systems that allow effective dispersal of stormwater. Slopes on waterfronts can also be severely undercut by regular wave action or large waves produced by storms. The following factors contribute to landslides and earth movements:

- Erosion caused by rivers, glaciers, or ocean/sound waves.
- Earthquakes shaking the ground and creating stress in vulnerable soils.
- Increased loads from man-made structures like roads and the weight of rain/snow and/or vegetation.
- Hydrologic issues caused by high water tables, freezing, and thawing of ground or weak soils.
- Development of land, grading of roads, and the removal of vegetation
- Increases in lateral pressures like tree roots, crystallizations weakening slopes.

Location/Extent

Kitsap County is subject to landslides and soil erosion due to wind, water, and flooding at all times of the year. Landslides can cause deaths, significant damage to properties and infrastructure, and in some cases, losses of the use of land for many years due to the extensive cost of restoration. Earthquakes also have the potential to trigger landslides. The 2001 Nisqually earthquake caused approximately \$34.3 million in damage due to earthquake-induced landslides throughout the region. Landslide occurrences in Kitsap County have been concentrated along its coastal bluffs as well as within river valleys near the coastline.

Over 1,000 buildings are located in the defined landslide zone, which have a total estimated value of approximately \$211 million. The majority of these buildings are located in unincorporated areas; these 766 buildings have an estimated value of \$137 million and comprise nearly 72 percent of all buildings that are susceptible to landslides in the county. These buildings are concentrated in the northeastern part of the county along Puget Sound, in the southwestern section of the county along Hood Canal, and in the southeastern portion of the county along Colvos Passage. Bainbridge Island also contains a significant number of buildings that are exposed to the effects of landslides, and Port Orchard contains 66 buildings near the Sinclair Inlet that are in the landslide zone⁵⁷.

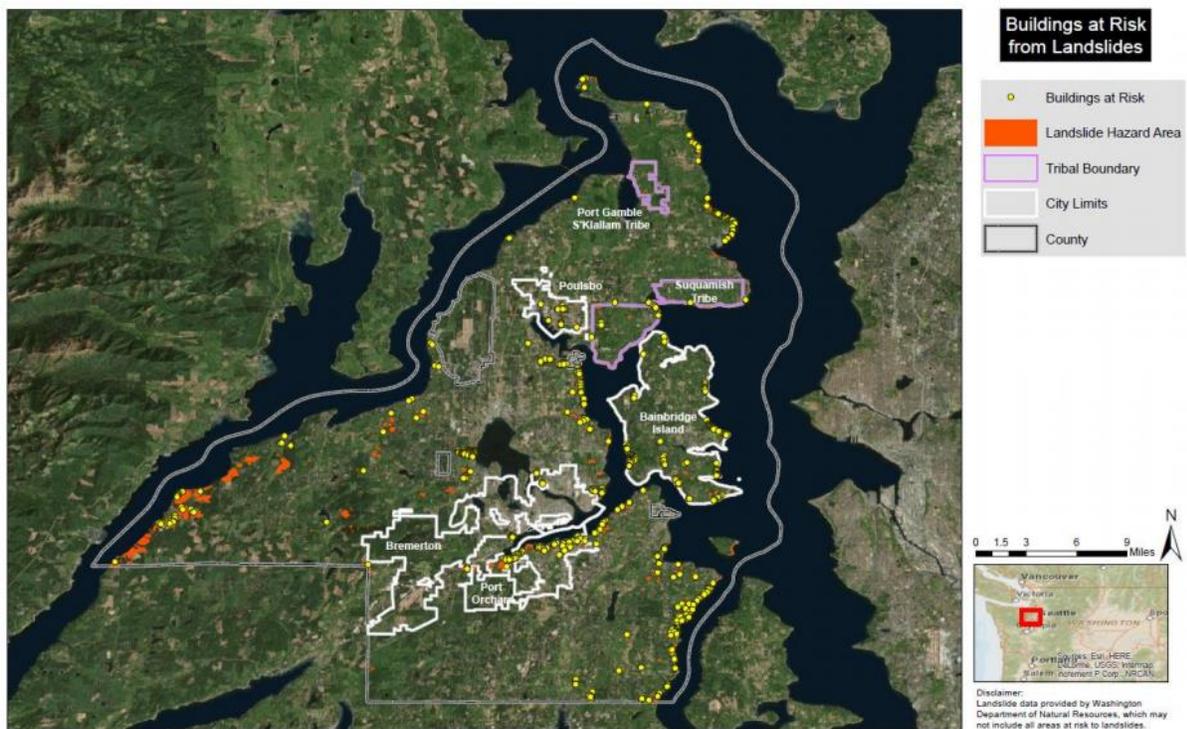


Figure 20: Shallow Landslide Susceptibility Zones and Building Impacts

Effects

Landslides typically and primarily cause damage to roads, railroads, sewer, and water lines, homes, and commercial buildings. They can occur as a result of flooding areas or can cause localized flooding if they impact the drainage system within the slope or bluff. The most significant effects of landslides are injury or death, disruption of transportation, and the destruction of property.

Severe slides may affect shipping and travel routes to the extent that economic loss results. This loss can be particularly severe for tourism and recreational businesses. Uncontrolled water flow creates an erosion effect, which in turn can cause landslides. Erosion can also result in gullies, which ruins land and deltas by covering the more valuable ground. The effects of erosion are usually much less dramatic than landslides, but the final results may be more costly. Soil erosion can be a slow process that continues relatively unnoticed or can occur at an alarming rate, causing

⁵⁷ FEMA Risk Report of Kitsap County 2015

severe loss of topsoil. Soil compaction, low organic matter, loss of soil structure, poor internal drainage, salinization, and soil acidity problems are other serious soil degradation conditions that can accelerate the soil erosion process.

Kitsap County continues to be impacted by landslides and erosion issues with each new winter storm. Soil erosion continues to occur, especially at steep slopes and construction sites during wind and rainstorms.

Building Exposure to Landslides ⁵⁸		
Community	Buildings within Landslide Zone	Building Value with Landslide Zone
Bainbridge Island	177	\$55 Million
Port Orchard	66	\$8.1 Million
Poulsbo	40	\$9.8 Million
Squamish Tribe	21	\$1.9 Million
Port Gamble S'Klallam Tribe	Unknown	Unknown
Unincorporated County	766	\$137 Million
Total	70	on

Table 26: Building Exposure to Landslides

History

Several landslides have impacted Kitsap County over the last 20 years. Landslides can cause deaths, significant damage to properties, and in some cases, losses of the use of land for many years due to the extensive cost to restoration. The deadly landslide on Bainbridge Island is probably the one single event that demonstrates the unpredictability and destructiveness of a landslide. In the winter of 1996, a landslide in the Rolling Bay area of Bainbridge Island forced a house off its foundation and down a hill into Puget Sound.⁵⁹ It caused the death of a family of four and destroyed millions of dollars in both public and private property. The tragedy of Oso Landslide of 2014 was a slide that left 43 people dead, many injured, devastating the town of Oso, the Stillaguamish River, and surrounding infrastructure.⁶⁰

Kitsap County LIDAR Defined Landslides (2012) ⁶¹			
Jurisdiction	Number Landslides	of % of Total Landslides	Affected Area per Jurisdiction in Sq. Mi.
Unincorporated Kitsap County	137	76.5	24.5
Bainbridge Island	27	15	4.8
Bremerton	6	3.4	1.1
Port Orchard	3	1.7	0.54
Poulsbo	0	0	0
Port Madison Suquamish Reservation	4	2.2	0.7
Port Gamble S'Klallam Reservation	2	1.1	0.35
Totals	179	100%	32

Table 27: Kitsap County LIDAR Defined Landslides (2012)

⁵⁸ FEMA Risk Report Kitsap County 2015

⁵⁹ <https://www.bainbridgewa.gov/767/Hazard-and-Risk-Info>

⁶⁰ <https://www.usgs.gov/news/revisiting-oso-landslide>

⁶¹ Kitsap County GIS figures 2012

Probability of Future Events

Washington is one of the most landslide-prone states in the country and annually experiences hundreds to thousands of events across the state. It is difficult to predict precisely when and where a landslide will occur. There are, however, seasonal predictions in locations commonly affected by heavy rains near shorelines. In some cases, the amount of precipitation that falls over a particular period of time can predict the vulnerability of a slope. The severity of any landslide is the loss of life and the destruction of property. LIDAR technology, ongoing studies, and managing land use helps improve mitigation practices. Although the County no longer has the LIDAR program, the studies during its implementation created comprehensive maps and valuable hazard information.

Landslide events often occur within the boundaries of pre-existing deep-seated landslide deposits. In a 2008 study using LIDAR, a total of 231 landslides were identified, all of which were assigned a confidence interval of high or moderate to indicate how confident the USGS was that the event occurred. According to this study, landslides represented 0.8% of the land area of Kitsap County. Landslide events in Kitsap County were concentrated in the coastal areas on Puget Sound, Port Orchard Channel, Hood Canal, and Colvos Passage. The largest cluster of landslide deposits appeared near Holly and Hoods Point along Hood Canal, as well as near Kingston in the northeastern part of Kitsap County along Puget Sound.⁶²

City	Buildings within Landslide Zone	Building Value with Landslide Zone
Bainbridge Island	177	\$55 million
Port Orchard	66	\$8.1million
Poulsbo	40	\$9.8 million
Unincorporated County	766	\$137 million
Suquamish Tribe	21	\$1.9 million
Total	1070	\$211 million

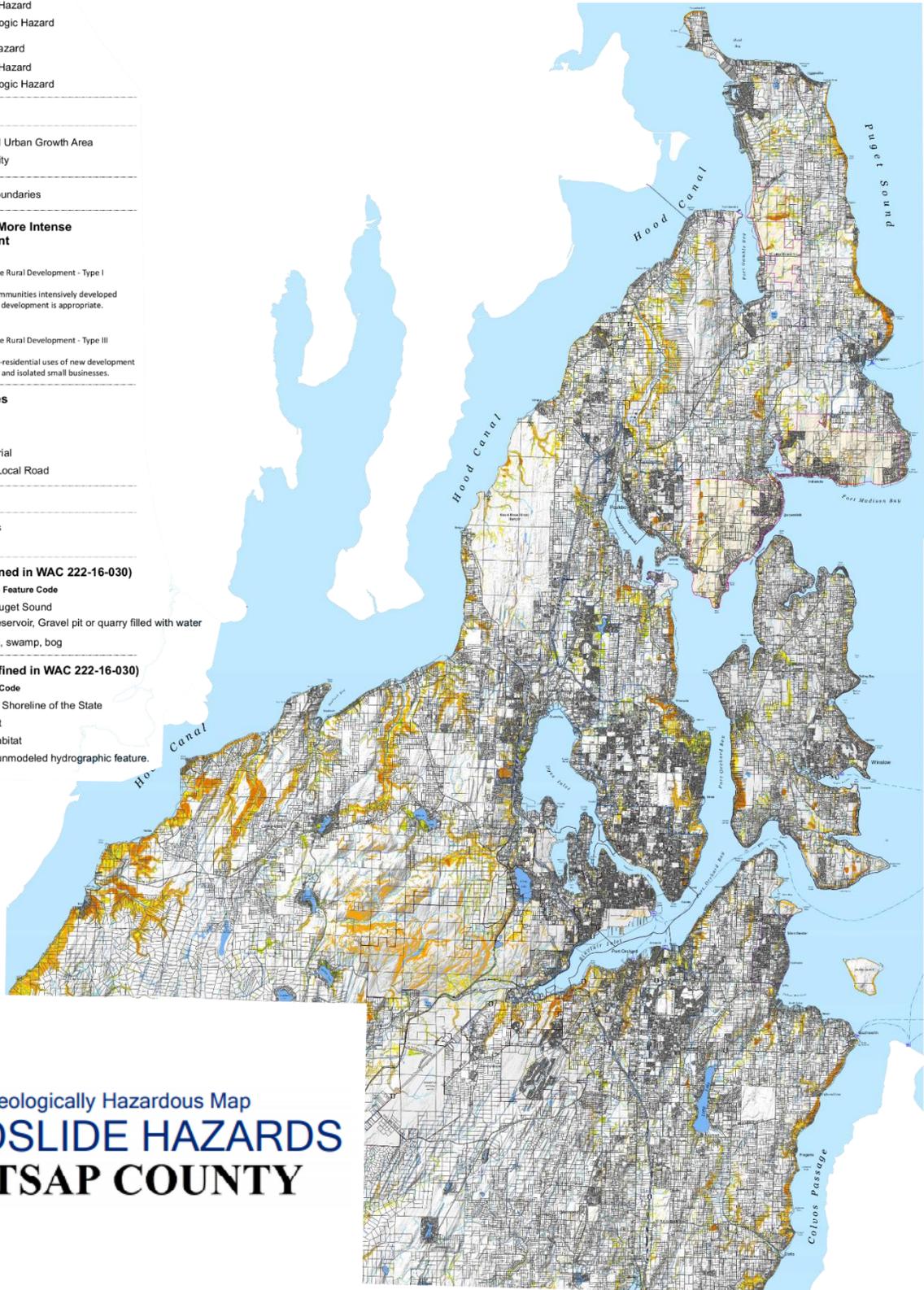
Table 28: Building Exposure to Landslides

Landslides are common in areas with steeper slopes and wet environments, which are also often locations of greater ecological diversity. Landslides mobilize soil and often stress rehabilitative regeneration processes within upland denuded areas. This soil loss is often permanent. Also, landslide debris can block watercourses, damming flows resulting in flooding and extreme surges when these blockages fail. These impacts often result in long-term changes. These changes can be beneficial to fluvial habitats while, as a result of soil losses, detrimental to upland ones.

The Landslide Hazard map on the following page shows detailed information on deep and shallow landslides, as well as limited areas of more intense rural development, waterbodies, and watercourses of Kitsap County. Figure 21 is an Erosion Hazard map moderate to severe land and coastal erosion.

⁶² FEMA Risk Report for Kitsap County (2015)

- Landslide Hazard**
- Deep Landslide Hazard
- High Geologic Hazard
 - Moderate Geologic Hazard
- Shallow Landslide Hazard
- High Geologic Hazard
 - Moderate Geologic Hazard
-
- Tax Parcels
 - Unincorporated Urban Growth Area
 - Incorporated City
 - Reservation Boundaries
-
- Limited Areas of More Intense Rural Development**
- Type I
- Limited Area of More Intense Rural Development - Type I
RCW 36.70A.070(5)(d)(i)
Mixed use areas or small communities intensively developed by 1990, where limited infill development is appropriate.
- Type III
- Limited Area of More Intense Rural Development - Type III
RCW 36.70A.070(5)(d)(i)
Lots containing isolated non-residential uses of new development or isolated cottage industries and isolated small businesses.
-
- Street Center Lines**
- State Highway
 - Major Road
 - Collector / Arterial
 - Local Access; Local Road
 - Railroad Lines
 - Ferry Terminals
 - Ferry Routes
-
- Waterbodies (defined in WAC 222-16-030)**
- WaterBody Cartographic Feature Code
- Bay, estuary, Puget Sound
 - Lake, Pond, Reservoir, Gravel pit or quarry filled with water
 - Marsh, wetland, swamp, bog
-
- Watercourses (defined in WAC 222-16-030)**
- Fish Habitat Water Type Code
- (S) Designated Shoreline of the State
 - (F) Fish Habitat
 - (N) Non-fish Habitat
 - (U) Unknown, unmodeled hydrographic feature.



Geologically Hazardous Map
LANDSLIDE HAZARDS
KITSAP COUNTY

Figure 21: Landslide Hazard Map

Legend

Erosion Hazard

- Very severe
- Severe
- Moderate

Channel Migration Zone

- High Geologic Hazards
Big Beef Creek, Chico Creek, Curley Creek and Tahuya

Coastal Erosion

- High
- Moderate
- Low

- Tax Parcels

- Unincorporated Urban Growth Area

- Incorporated City

- Reservation Boundaries

Limited Areas of More Intense Rural Development

- Type I
Limited Area of More Intense Rural Development - Type I
RCW 36.70A.070(5)(d)(i)
Mixed use areas or small communities intensively developed by 1990, where limited infill development is appropriate.
- Type III
Limited Area of More Intense Rural Development - Type III
RCW 36.70A.070(5)(d)(ii)
Lots containing isolated non-residential uses or new development of isolated cottage industries and isolated small businesses.

Street Center Lines

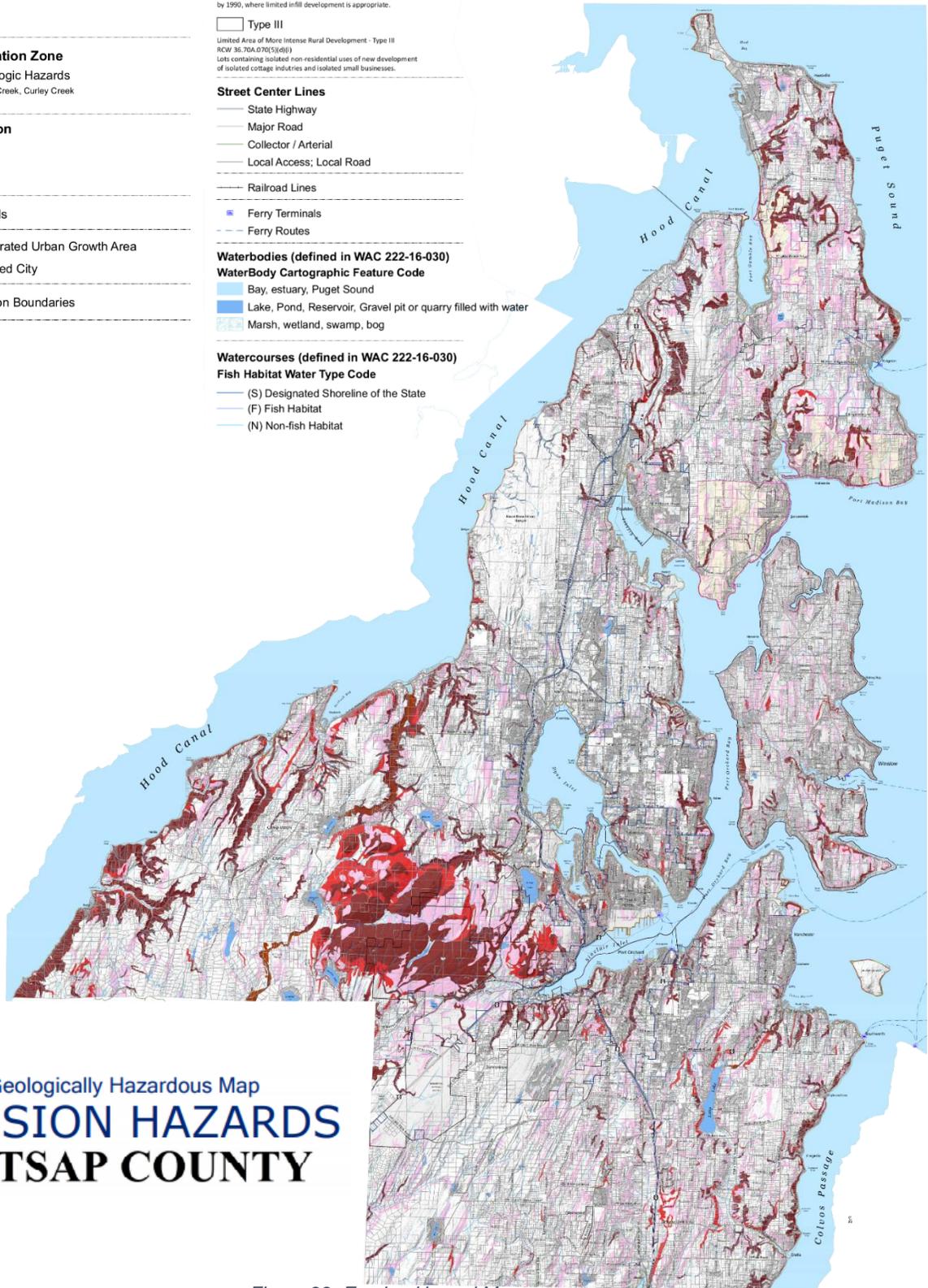
- State Highway
- Major Road
- Collector / Arterial
- Local Access; Local Road
- Railroad Lines
- Ferry Terminals
- Ferry Routes

Waterbodies (defined in WAC 222-16-030)

- WaterBody Cartographic Feature Code**
- Bay, estuary, Puget Sound
 - Lake, Pond, Reservoir, Gravel pit or quarry filled with water
 - Marsh, wetland, swamp, bog

Watercourses (defined in WAC 222-16-030)

- Fish Habitat Water Type Code**
- (S) Designated Shoreline of the State
 - (F) Fish Habitat
 - (N) Non-fish Habitat



Geologically Hazardous Map
EROSION HAZARDS
KITSAP COUNTY

Figure 22: Erosion Hazard Map

Climate Change Impacts

Climate change is increasing landslides and sediment transport through changes in rainfall, snowpack, and streamflow. Climate change is also increasing the probability of wildland fires, which, in turn, contribute to increases in the likelihood of landslides.

The Puget Sound region is expected to experience increases in the frequency of landslides and the rate of erosion and sediment transport in winter and spring, primarily as a result of continued declines in snowpack and projected increases in the frequency and intensity of heavy rain events. In summer, these processes are expected to become less important in the future, due to diminishing streamflow and drier soils. Both natural climate variability and human modification to the landscape have a strong effect on landslide and sediment processes and will continue to influence these processes in the future. While a lack of direct observations makes it challenging to make robust projections, communities in the Puget Sound region are preparing for changing landslide and sediment risk through targeted regulations, climate-informed design, and floodplain infrastructure aimed at mitigating anticipated impacts.⁶³

Observations show a clear warming trend, and all scenarios project continued warming during this century. Most scenarios project that this warming will be outside of the range of historical variations by mid-century. Increasing air temperatures can facilitate soil breakdown, allow more water to penetrate soils, reduce snow accumulation, and increase the risk of wildfire and other threats to forest health, all of which can affect the rates of erosion and sediment transport and the likelihood of landslides.⁶⁴

Heavy rain events are projected to become more intense. Current research is consistent in projecting an increase in the frequency and intensity of heavy rain events.⁹ These changes could result in greater erosion, higher sediment transport in rivers and streams, and a higher likelihood of landslides, primarily as a result of higher soil water content.⁶⁵ Most models are consistent in projecting a substantial decline in summer precipitation. Projected changes in other seasons and for annual precipitation are not consistent among models, and trends are generally much smaller than natural year-to-year variability. Declining precipitation in summer could result in decreased erosion, a reduced rate of sediment transport, and a lower probability of landslides.⁶⁶ Higher seas could limit the transport of sediment from rivers to Puget Sound and increase the rate of erosion in some coastal areas.

Although climate is a major driver of erosion, sediment transport, and landslide hazards, there are other factors that can have an important effect on these processes. In particular, changes in land use and land cover – both due to development and forest management – can dramatically affect the likelihood of a landslide, the exposure of sediments to erosion, and the rate of streamflow and sediment transport.⁶⁷

⁶³ Climate Impacts Group, Collect of the Environment, University of Washington https://cig.uw.edu/wp-content/uploads/sites/2/2014/11/ps-sok_sec05_sediment_2015.pdf

⁶⁴ Climate Impacts Group, Collect of the Environment, University of Washington

⁶⁵ Climate Impacts Group, Collect of the Environment, University of Washington

⁶⁶ Climate Impacts Group, Collect of the Environment, University of Washington

⁶⁷ Climate Impacts Group, Collect of the Environment, University of Washington https://cig.uw.edu/wp-content/uploads/sites/2/2014/11/ps-sok_sec05_sediment_2015.pdf

Vulnerability Summary

- Landslide/erosion vulnerability and effect on Kitsap is considered "**moderate**," meaning there is moderate potential for a disaster of less than major proportions during the next 25 years.
- The State of Washington rates landslide losses second to flood losses for the state as a whole. The Puget Sound basin has the greatest vulnerability because of increased population density and development on and below bluffs and slopes. The county has several landslide hazard areas ranging from low to very high hazard rating. Areas with the largest landslide risk are generally at some distance from development, although an event would likely impact roads and lifelines.
- More than 50% of the county critical infrastructure facilities are located in areas exposed to landslides. (This does not include indirect impacts that may be caused by damaged road segments.) There are residential areas that could be affected by these slide areas, as well as roads and other utility infrastructure.
- The most significant effects of landslides are injury or death, disruption of transportation, and the destruction of property.
- Kitsap County continues to be impacted by landslides and erosion issues with each new winter storm. Soil erosion continues to occur, especially at steep slopes and construction sites during wind and rainstorms.
- Landslides mobilize soil and often stress rehabilitative regeneration processes within denuded areas. This soil loss is often permanent. Also, landslide debris can block watercourses, damming flows resulting in flooding and extreme surges when these blockages fail. These impacts often result in long-term changes. These changes can be beneficial to fluvial habitats while, as a result of soil losses, detrimental to upland ones.
- In conjunction with the Growth Management Act (RCW 36.70A), Kitsap County and its local jurisdictions have identified slide hazard areas and require geotechnical investigation and preventative improvements before development can take place on top of or below slopes subject to sliding through the various Critical Areas Ordinances passed within each city.
- Despite the difficulty in predicting landslides, recent research conduct by USGS in Kitsap County has been instrumental in mapping landslide areas. Using LIDAR provides essential information about Kitsap County landmass and geological history.

Conclusions

The most significant effects of landslides are injury or death, disruption of transportation, and the destruction of property. Future studies and effective land use management will help to mitigate landslide-prone areas and minimize the effect on the public and infrastructure.

Kitsap County has identified slide hazard areas and required geotechnical investigation and preventative improvements before development can take place on top of or below slopes subject to sliding through the:

- Kitsap County Critical Areas Ordinance, December 2017⁶⁸
- City of Bainbridge Island Critical Area Ordinance, January 2019⁶⁹
- City of Poulsbo Chapter 16.20 Critical Area Ordinances, July 2007⁷⁰
- Port Orchard Critical Ordinance, December 2009⁷¹
- *Port Orchard Municipal Code, June 11, 2019*
- City of Bremerton Critical Lands Ordinance, June 2016⁷²

However, the County needs to conduct more public education concerning the construction of single-family structures in slide hazard areas and to reduce efforts to develop these areas. Human-caused erosion at building sites must be controlled through good engineering and construction practices, i.e., the removal of trees from slopes in or near residential areas. Farming must conform to established erosion control practices to conserve topsoil.

Mitigation Strategies

Landslide Mitigation Strategy 1	
Given the transition of the state LIDAR program from Kitsap County to the Department of Natural Resources: the county will be working to coordinate with State agencies to identify new funding streams and technical assistance to support local planning and LIDAR maintenance efforts.	
Lead	Department of Community Development with support from KCDEM
Priority	High
Implementation Time	3 years
Implementation Cost	Estimated \$1,000-\$5,000
Potential Funding Source	Local, State
Status	To be completed.

Landslide & Erosion Mitigation Strategy 1	
Utilize Public Access Television to educate on the causes of erosion and how to mitigate further erosion.	
Lead	The lead agency would be Community Development in coordination with Public Works.
Priority	High
Implementation Time	Ongoing/1-5 years
Implementation Cost	No initial cost.
Potential Funding Source	Covered by an agreement for public education through Bremerton Kitsap Access Television (BKAT), Public Education and Government (PEG) Access television station airing programming on Comcast Channel 12 and WAVE Broadband channel 3.
Status	To be completed.

⁶⁸ <https://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap19/Kitsap19100.html#19.100>

⁶⁹

<https://www.codepublishing.com/WA/BainbridgeIsland/#!/BainbridgeIsland16/BainbridgeIsland1620.html#16.20>

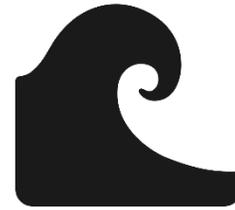
⁷⁰ <https://cityofpoulsbo.com/wp-content/uploads/2017/02/AdoptionDocumentallsections.pdf>

⁷¹ <https://www.codepublishing.com/WA/PortOrchard/html/PortOrchard20/PortOrchard20162.html>

⁷² <https://www.bremertonwa.gov/401/Critical-Area-Ordinance>

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Tsunami Mitigation Strategies



Lead Agencies	Support Agencies
Kitsap County Emergency Management Council	Washington State Division of Emergency Management
Kitsap County Department of Emergency Management	Area Chambers of Commerce
City/County Public Works Departments	City/County GIS Departments
	Washington State Department of Transportation

Hazard Overview

A tsunami consists of a series of high-energy waves that radiate outward like ripples from the area in which the generating incident occurred. These waves can travel 500 miles per hour in the open ocean. As they approach the coast, their speed decreases, and their amplitude increases, potentially reaching heights of over 100 feet. All tsunamis are potentially dangerous, even though they may not damage every coastline they strike. Damaging tsunamis are very rare. Typically, they are triggered by earthquakes, volcanic activity, and submarine landslides or, in the case of Puget Sound, most often by local landslides from surrounding bluffs. Unlike regular ocean waves, which are generated by wind or tides, a tsunami is generated by the displacement of water.

Seiches are a series of standing waves in an enclosed or partially enclosed body of water. Seiches are normally caused by an earthquake and can affect harbors, bays, lakes, rivers, and canals. Seiches are created when strong winds and rapid changes in atmospheric pressure push water from one end of a body of water to the other. When the wind stops, the water rebounds to the other side of the enclosed area. The water then continues to oscillate back and forth for hours or even days. Similarly, earthquakes, tsunamis, or severe storm fronts may also cause seiches along ocean shelves and ocean harbors.

Location

Kitsap County’s coastlines are vulnerable, but tsunamis are infrequent. Areas at highest risk are generally 25 feet from sea level, and above to 25 feet, and within one mile of the shoreline. Most deaths are caused by drowning. Associated risks include flooding, contamination of drinking water, and fire from ruptured tanks and gas lines. Earthquakes or landslides can also cause inland tsunamis. Landmasses falling into the water can create a wave that would affect low-lying areas such as Dyes Inlet and Sinclair Inlet. Waves created by inland tsunamis can cause damage to ports, marinas and other structures or businesses on the waterfront. The figures on the following page show maximum inundation depths and potential inundation zones.

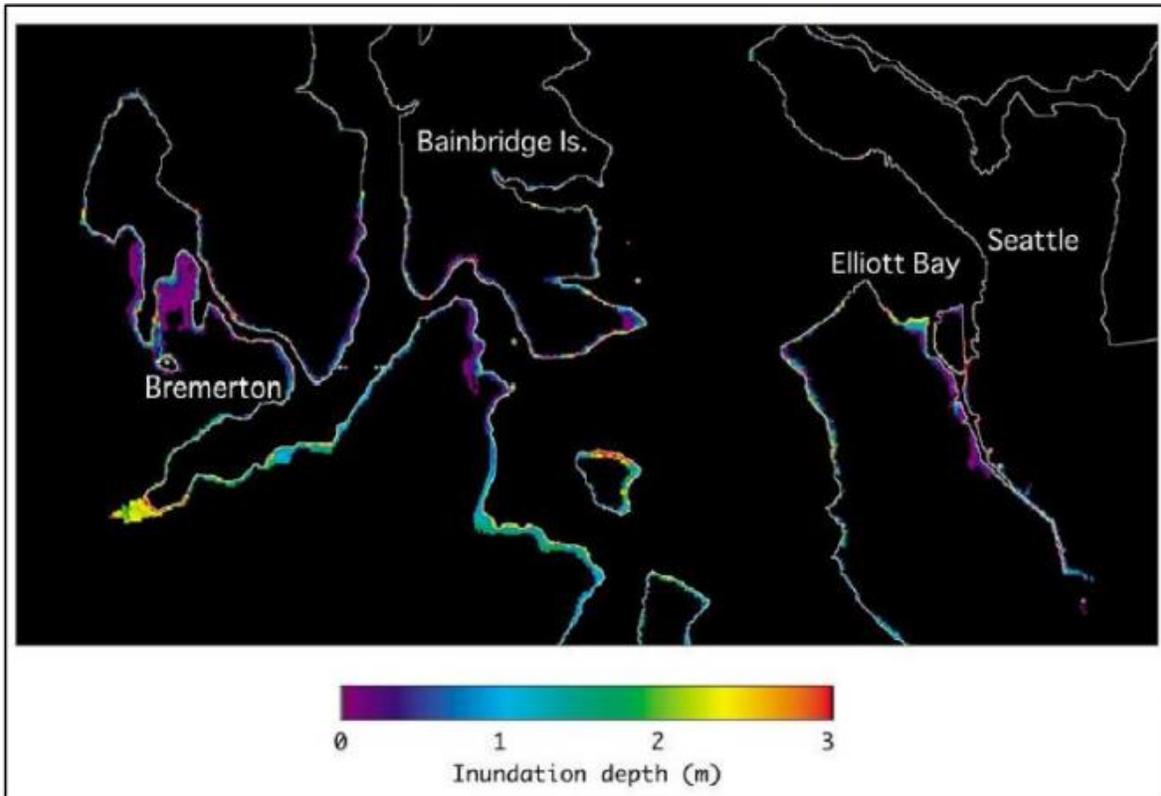


Figure 23: Maximum Inundation Depths for the Tsunami Generated by the Seattle Fault Scenario

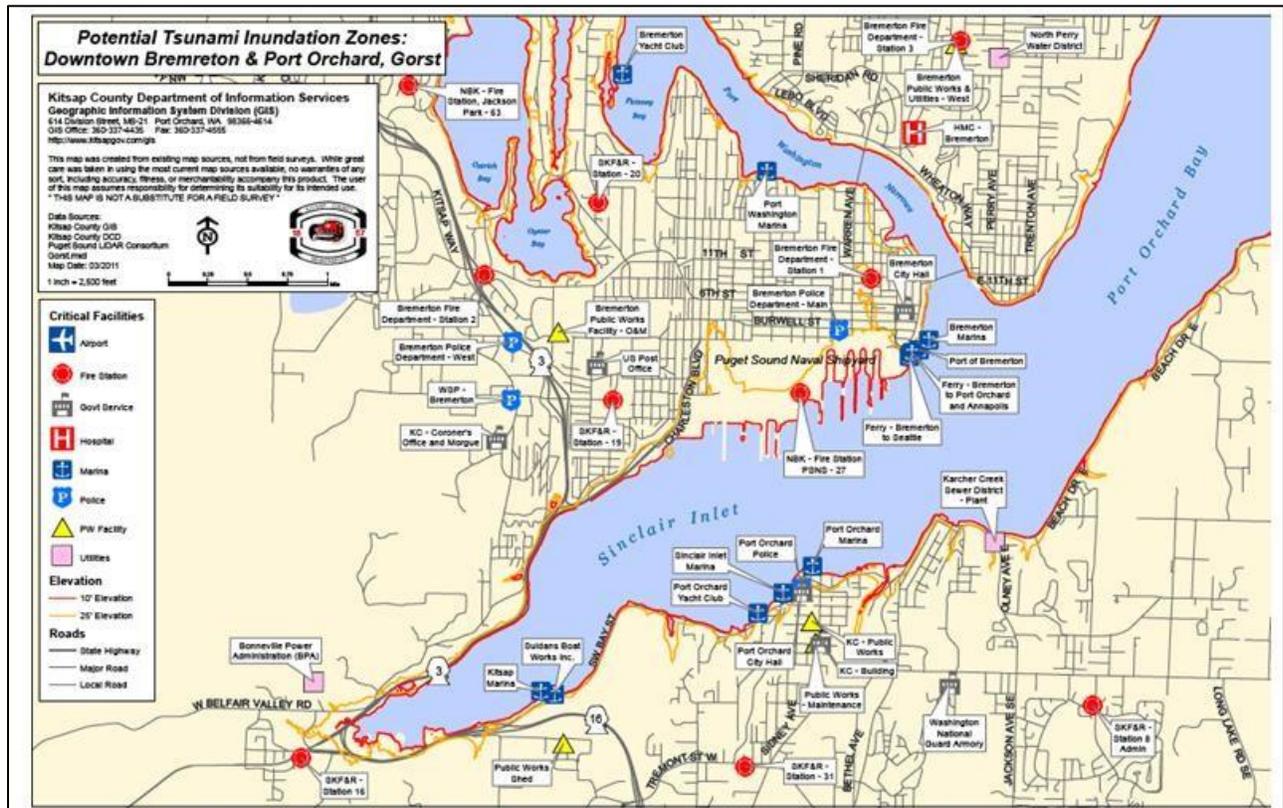


Figure 24: Potential Tsunami Inundation Zone showing the Cities of Bremerton and Port Orchard (Kitsap County GIS 2011)

Effects

Much of Kitsap County is surrounded by water, from the Puget Sound to the Hood Canal. With so much shoreline in the county, a tsunami, high waves, or a seiche would have a devastating effect on Kitsap County residents. Flooding would occur, property damage would be sustained, and residents would be displaced.

Aside from the tremendous hydraulic force of the tsunami waves themselves, floating debris carried by a tsunami can endanger human lives and batter inland structures. Ships moored at piers and in harbors often are swamped and sunk or are left battered and stranded high on the shore. Breakwaters and piers collapse, sometimes because of scouring actions that sweep away their foundation material and sometimes because of the sheer impact of the waves.

Port facilities, naval facilities, ferry terminals, fishing fleets, and public utilities are frequently the backbone of the economy of the affected areas, and these are the very resources that generally receive the most severe damage. Until debris can be cleared, wharves and piers rebuilt, utilities restored, and the fishing fleets reconstituted, communities may find themselves without fuel, food, transportation, and employment. Wherever water transport is a vital means of supply, disruption of coastal systems caused by tsunamis can have far-reaching economic effects. Seiches create a “sloshing” effect on bodies of water and liquids in containers. This primary effect can cause damage to moored boats, piers, and facilities close to the water. Secondary problems, including landslides and floods, are related to accelerated water movements and elevated water levels.

Extent

Simulated wave heights of 13-17 feet indicate that tsunamis are not only a threat to the infrastructure in Gorst but also the naval base at Bremerton. Even an order-of-magnitude smaller Tacoma fault-generated tsunami would generate strong currents in the narrow straits and harbors near Gorst. Further tsunami simulations in the Puget Lowland, including different fault scenarios, would help determine the degree of hazard posed by locally generated tsunamis. A tsunami can significantly affect the Cities of Bremerton and Port Orchard as well as the Puget Sound Naval Shipyard.

Building Stock and Critical Facilities by Jurisdiction Affected by Tsunami⁷³						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Unincorporated Kitsap County	87,985	3826	4.3	249	12	4.8
Bainbridge Island	12,639	1238	9.7	83	5	6.0
Bremerton	13,683	739	5.4	64	4	6.2
Port Orchard	6,708	194	2.9	39	2	5.1
Poulsbo	3,516	115	3.3	66	3	4.5
Port Madison Suquamish Reservation	4,579	265	5.9	7	1	1.4

⁷³ Kitsap County GIS figures 2012

Building Stock and Critical Facilities by Jurisdiction Affected by Tsunami⁷³						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Port Gamble S'Klallam Reservation	270	4	1.5	5	0	0
Totals (Kitsap)	129,380	6377	4.9%	513	27	5.2

Table 29: Building Stock and Critical Facilities by Jurisdiction Affected by Tsunami

Figure 25 describes the four main types of tsunami risk in Washington and their areas of greatest risk. Each type affects different parts of the State. Emergency planners and hazard geologists are working hard to learn more about these risks. The Seattle Fault presents the biggest know tsunami threat to Kitsap County.⁷⁴

Types of tsunami risk		
Type of tsunami	Description	Area of greatest impact
Distant	A tsunami is created by a distant earthquake or landslide and travels across the ocean	Pacific coastal communities
Cascadia subduction zone	Tsunami created by large Magnitude 8–9 earthquake off the Washington, Oregon, or British Columbia coasts	Pacific coastal communities
Local earthquake (for example, the Seattle or Tacoma faults)	Tsunami created in large body of water from an earthquake on local faults	Communities close to the body of water
Landslide-caused tsunami	Large landslide occurs underwater or slides from land into water	Depends on where the landslide occurs

Figure 25: Types of Tsunami Risk (WADNR)

⁷⁴ Washington Department of Transportation

Washington has three major earthquake sources that have the potential to cause tsunamis: subduction zone earthquakes, deep (Benioff Zone) earthquakes, and shallow crustal fault earthquakes.

Deep (Benioff zone) earthquakes do not produce tsunamis. However, they may trigger landslides that could generate tsunamis. Image adapted from USGS.

Cascadia Subduction Zone Earthquakes⁷⁵

The Cascadia subduction zone off the coast of Washington, British Columbia, Oregon, and northern California is the biggest tsunami hazard for Washington State. Subduction zone earthquakes are capable of generating some of the largest and most damaging earthquakes in the world, the Cascadia Subduction Zone off our coast is one of these faults. These earthquakes also cause very large and damaging tsunamis. The following series of diagrams show how tsunamis are created along the Cascadia subduction zone.

Areas uplifted offshore will create a tsunami wave that will inundate coastal areas that have already subsided from the earthquake as seen in the graphic to the right (Zones of uplift and subsidence during a Cascadia subduction zone earthquake. Image modified from a diagram by Carrie Garrison-Laney (WA SeaGrant).

Crustal Faults

Other faults in Washington, such as the Seattle Fault, can also move the ocean floor and cause tsunamis. The Seattle Fault is known to have had an earthquake event that directly produced a tsunami and other crustal faults (Tacoma Fault and Darrington-Devils Mountain fault zone, for example) could produce tsunamis (Williams and others, 2000).

Additionally, there are numerous landslide-generated tsunami deposits that were triggered by local earthquakes found throughout Puget Sound. For this reason, we consider all active crustal faults that are near to Puget Sound to be a possible direct or indirect source of future tsunamis. Models for tsunami inundation in parts of the Puget Sound exist for the Seattle and Tacoma faults and can be found on the [Geologic Information Portal](#).

Distant Events

Tsunamis generated from earthquakes at other subduction zones and faults around the Pacific Ocean have the potential to impact our shores. Of the numerous historical events that have occurred, only the 1964 Alaska earthquake-generated tsunami has caused damage to the Washington coast. Most tsunami alert messages received for Washington are related to earthquakes in Alaska.

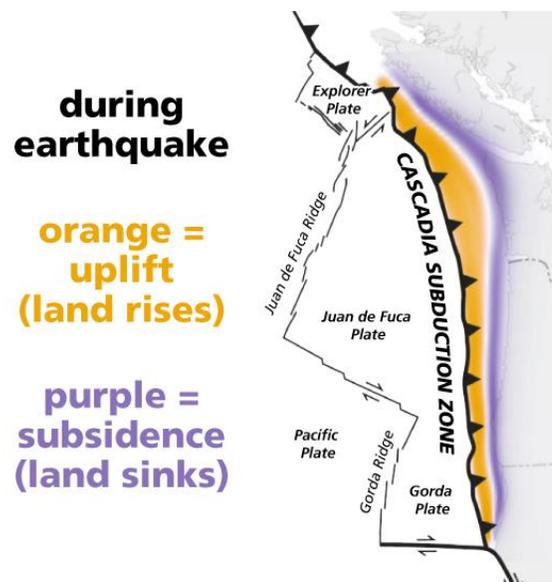
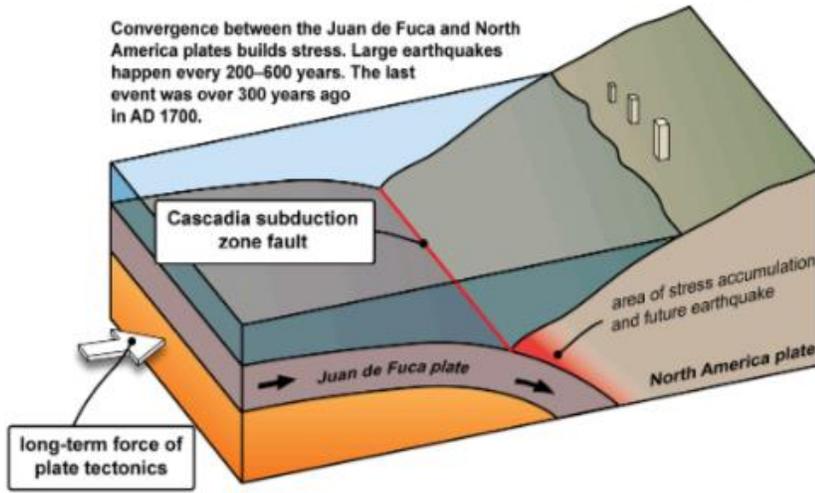


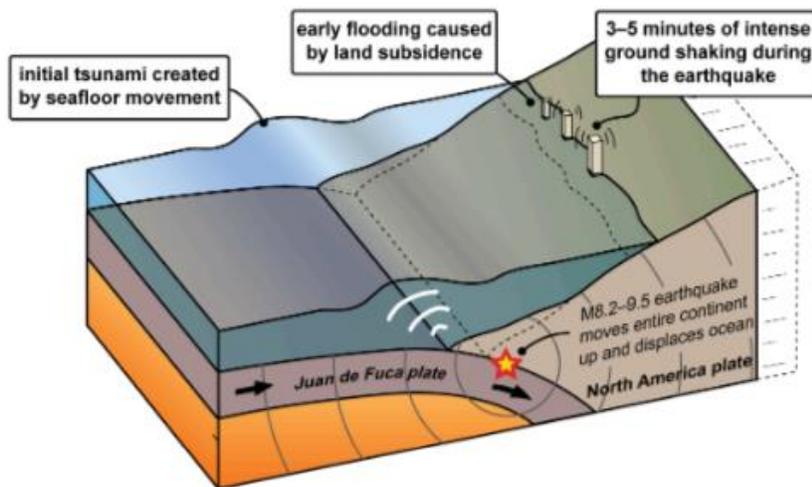
Figure 27: Schematic diagram of the sequence of events in a Cascadia Subduction Zone earthquake.

⁷⁵ <https://www.dnr.wa.gov/programs-and-services/geology/geologic-hazards/Tsunamis#tsunamis-in-washington.4>

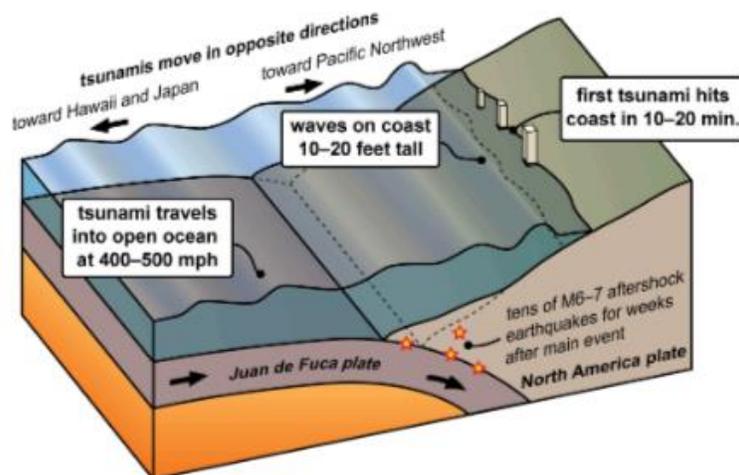
Before an earthquake



During an earthquake



After an earthquake



History

It is believed that the magnitude 7.0 earthquake that occurred on the Seattle fault 1,100 years ago caused a tsunami. Recent studies suggest historical evidence of a 13-17-foot tsunami hitting the Gorst area of Sinclair Inlet. The tsunami may have been an outcome of a Seattle fault earthquake or possibly other incidents cataclysmic enough to cause an 18-foot tidal wave in the Puget Sound.⁷⁶ The study reiterates the threat of multiple hazards associated with earthquakes in the Puget Lowland, of which tsunamis are prominent in the case of Sinclair Inlet.

An earthquake-induced landslide in 1949 at Salmon Beach in the Tacoma Narrows generated a 6-8-foot tsunami that hit Gig Harbor. It moved both directions within the Narrows probably reaching portions of south Kitsap County. East Passage and Colvos Passage form a direct connection from the area where the Seattle Fault crosses Puget Sound and Kitsap County. Because of this, it is highly likely that any tsunami generated by the large earthquake on that fault approximately 1100 years ago propagated south to at least some portions of the county.⁷⁷ The following figure is a graphic depiction of the history of tsunamis in Washington by the Washington Department of Natural Resources.

Tsunamis in Washington

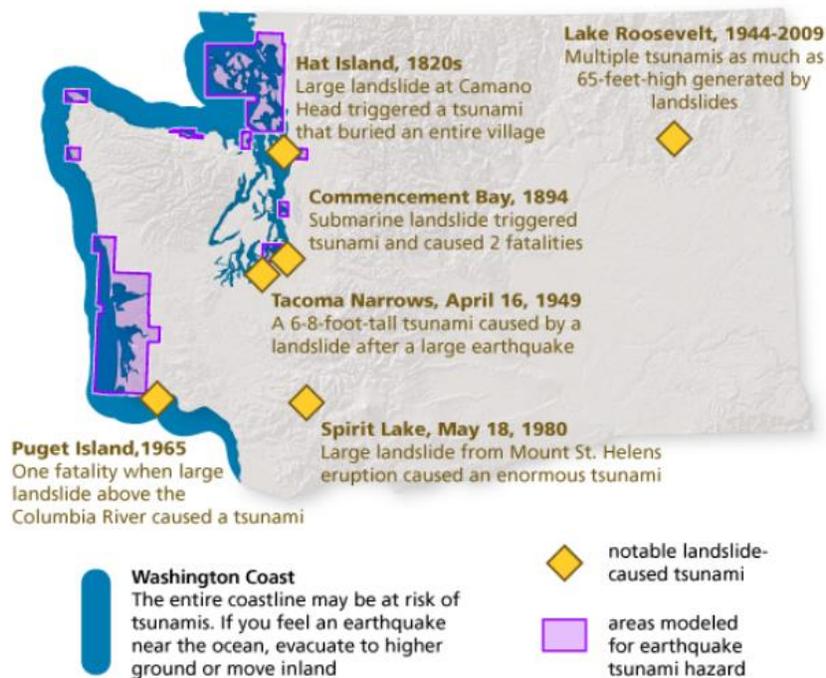


Figure 28: Tsunamis in Washington

⁷⁶ The A.D. 900–930 Seattle-Fault-Zone Earthquake with a Wider Coseismic Rupture Patch and Postseismic Submergence: Inferences from New Sedimentary Evidence, Maria Arcos. http://faculty.washington.edu/cpetroff/wordpress/wp-content/uploads/2012/10/Arcos_2012_Seattle_fault.pdf

⁷⁷ Kitsap County Hazard Identification & Vulnerability Assessment (2015)

Probability of Future Events

Tsunamis generated elsewhere on the Pacific Rim are the ones that strike Washington most often, although effects on Kitsap County are lessened due to the location of the County's shoreline in the Puget Sound. The Seattle Fault presents the biggest know tsunami threat to Kitsap County. Impacts would be diminished due to not being located directly on the Pacific Coast. It is therefore difficult to estimate the future probability of tsunamis. It is estimated that an earthquake (M8 or M9) in the Washington portion of the Cascadia Subduction Zone would likely produce a significant tsunami with major damaging and life-threatening impacts along the coastal shoreline communities. According to the Pacific Northwest Seismic Network, there is a 10-20% chance of a Cascadia Subduction Zone earthquake in the next 50 years.⁷⁸

The Seattle fault is active and capable of generating a large earthquake with a magnitude greater than 7.0. A 2005 study by Koshimura and Mofjeld modeled the potential effects of a tsunami caused by a 7.0 magnitude earthquake at major ports and harbors in Puget Sound as well as at several communities in Kitsap County, such as Bremerton and Port Orchard. The model indicated that at Bremerton and Port Orchard, the local seismic uplift would generate a 1.5m tsunami at the moment of the earthquake, with inundation occurring primarily along the southern shore of Sinclair Inlet and the northern and southern shore of Dyes Inlet. The estimated flow depths range between two meters at the shore of Port Orchard, 4m at the northern shore of Dyes Inlet, and two meters at the southern shore of Dyes Inlet. The results of this model are shown in the following figure. A tsunami in these developed areas would affect homes, schools, businesses, ports, harbors, shipyards, marinas, transportation infrastructure, utilities, and coastal ecosystems.

Great earthquakes in the North Pacific or along the Pacific coast of South America historically generate tsunamis that sweep through the entire Pacific basin occur at a rate of about six every 100 years.⁷⁹ Local earthquakes and landslides that generate tsunamis occur more frequently, although scientists have not calculated a specific rate of occurrence. The communities within the county that are potentially at risk are Bainbridge Island, Navy Yard City, Silverdale, Bremerton, Parkwood, Suquamish, Erlands Point, Port Orchard, Tracyton, Manchester, and Poulsbo.

A tsunami cannot be precisely predicted, even if the magnitude and location of an earthquake are known. Geologists, oceanographers, and seismologists analyze each earthquake and, based on many factors, may issue a tsunami warning. However, there are some warning signs of an impending tsunami, and automated systems can provide warnings immediately after an earthquake in time to save lives. One of the most successful systems uses bottom pressure sensors, attached to buoys, which constantly monitor the pressure of the overlying water column.

⁷⁸ Washington State Enhanced Hazard Mitigation Plan (2018)

⁷⁹ International Tsunami Information Center http://itic.ioc-unesco.org/index.php?option=com_content&view=article&id=1163:where-and-how-frequently-are-tsunamis-generated&catid=1340&Itemid=2055

Climate Change Impacts

In the coastal zone, the effects of sea-level rise, erosion, inundation, threats to infrastructure and habitat, and increasing ocean acidity collectively pose a significant threat to the region.

With diverse landforms (e.g., beaches, rocky shorelines, estuaries), the Northwest coast may experience a wide range of climate impacts. Global sea levels have risen about 8 inches since 1900, with about 3 of those inches (about 7 cm) occurring since 1993. Much of the Pacific Northwest coastline is rising due to tectonic uplift, which raises the land surface. A major earthquake along the Cascadia subduction zone would immediately reverse centuries of uplift and potentially increase relative sea level by a meter or more.⁸⁰ Changes to sea level have an inherent impact on the potential reach of a tsunami.

Vulnerability Summary

- Tsunami vulnerability and effect on Kitsap County is considered “**moderate**,” meaning there is a moderate potential for a disaster of less than major proportions during the next 25 years. The tsunami threat to the County comes from local earthquakes, rather than distant ones. The 2018 Washington State Hazard Mitigation Plan rates tsunami risk in Kitsap County as “low,” but the plan’s tsunami risk analysis is limited to the coastal shoreline counties in Washington State. It also does not address distant tsunami impacts or incidents caused by crustal shallow zone earthquakes.⁸¹
- Kitsap County is vulnerable to tsunamis, high waves, and seiches due to its vulnerability to storms and earthquakes. Among the most susceptible elements of the community are the marine enterprises, public port facilities, defense establishments and the hundreds of private residences lining the shorelines of Sinclair and Dyes Inlets; these entities either need or prefer a shore location. Located on filled ground, over water, or at the foot of steep shoreline bluffs, the structures housing employees, customers, military personnel, visitors, or residents are in harm’s way for tsunami inundation and strong currents, landslides, and soil failure during and after strong ground shaking.
- Vulnerability issues include loss of life, debris, natural resources damage, transportation infrastructure, utilities, and shoreline development.
- Earthquakes will occur and could cause a tsunami. Earthquakes and other underwater disturbances could occur and cause general or localized damage from a tsunami or a seiche. Damage from a tsunami or a seiche may range from insignificant to catastrophic.
- In the past few years, Kitsap County GIS has developed maps and data on the potential for a worst-case tsunami scenario defined as a 25-foot wave height hitting anywhere along the coastline of Kitsap County. In the future, updates to this HIVA will continue to revise the shoreline analysis and evaluate tsunamis based on more credible data.

⁸⁰ National Research Council,

<http://www8.nationalacademies.org/onpinews/newsitem.aspx?RecordID=13389>

⁸¹ Washington State Enhanced Hazard Mitigation Plan (2018)

Conclusions

Earthquakes will occur and could cause a tsunami. Earthquakes and other underwater disturbances could occur and cause general or localized damage from a tsunami or a seiche. Damage from a tsunami or a seiche may range from insignificant to catastrophic.

Education of the affected populations, proper zoning, and suitable structural design can aid in reducing the disastrous effect of this natural hazard. If the warning is received early enough (2 to 5 hours), which is possible for tsunamis generated at a distance, hasty preventive action can be taken: people can be evacuated, ships can clear harbors or seek safer anchorage, and buildings can be closed, shuttered, and sandbagged. For tsunamis generated by local earthquake or landslide events, however, the time from initiation of a tsunami to its arrival at the shore can be less than a minute. Residents in areas susceptible to tsunamis should be made aware of the need to seek high ground if they feel strong ground shaking.

Tsunamis or seiches that occur in Kitsap County have the potential to cause property damage and casualties. Public education on tsunamis and seiches is normally included in disaster preparedness classes as a subset of earthquake damage. Although much work has been done on disaster preparedness for the public, local governments, emergency planners and the citizenry need to recognize the dangers and effects of tsunamis and seiches as a component of the earthquake hazard.

Mitigation Strategies

Tsunami Mitigation Strategy 1	
Training: Design and schedule a series of workshops to train local waterfront facilities and businesses in the development of appropriate evacuation plans.	
<ul style="list-style-type: none"> Workshops should serve to educate local waterfront facilities and businesses to the nature of the tsunami threat, inform them of all available options for evacuation, and train them in assessing their particular facility. This project will require a minimum of 3 workshops: (1) Tsunami Preparedness and Mitigation for Waterfront Businesses, (2) Facility Assessment Training, and (3) Evacuation Planning for Waterfront Businesses. This strategy should be approached in a manner consistent with the Education & Outreach Plan Washington State EMD and its Inner Coastal Tsunami Workgroup, proposed by Washington Sea Grant for the Reducing Earthquake Tsunami Hazards in Pacific Northwest Ports & Harbors project. 	
Lead	The lead agency for this strategy should be the Department of Emergency Management with additional support required from Inner Coastal Tsunami Workgroup. Additionally, involvement by the Local Chambers of Commerce and local business owners should be requested. Additional resources may be available through the Washington Sea Grant Program
Priority	High
Implementation Time	1 to 2 years
Implementation Cost	Minimal costs will be associated with the man-hours needed to design and plan for the workshops. Additionally, costs may be incurred in securing appropriate venues for holding the workshops and/or materials provided. Total costs should not exceed \$5000.
Potential Funding Source	Local

Status	In progress. This is an ongoing project but has been added to every presentation done by Emergency Management
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Tsunami Mitigation Strategy 2	
Education & Outreach: Develop informational brochures to be placed at waterfront businesses (e.g., ferry terminals, marinas, hotels) to educate and inform visitors and tourists. Brochures should focus on being non-threatening and informative in nature.	
<ul style="list-style-type: none"> • Washington State Emergency Management Division currently offers an informational tsunami brochure (free of cost) to the public. • Recommend working with State EMD to tailor existing brochure to local needs. 	
Lead	The lead agency should be KCDEM in coordination with the Washington State Emergency Management Division, Local Chambers of Commerce and Emergency Management Council.
Priority	High
Implementation Time	1 to 2 years
Implementation Cost	The estimated cost per brochure is \$1.50. A total of 1500 brochures will be needed. Total cost: \$3000.
Potential Funding Source	Local
Status	This strategy should be implemented with WA State partnership in the next biennium.

Tsunami Mitigation Strategy 3	
Debris/Hazardous Materials: Conduct a tabletop exercise to simulate a large-scale debris removal effort associated with a significant earthquake-tsunami event to assess the current state of readiness to respond to such a need.	
<ul style="list-style-type: none"> • This exercise should consider the involvement of individuals outside of the local jurisdictions for the purposes of mutual aid and resource allocation discussions. • Exercise should have a strong focus on the presence of hazardous materials on both land and water and test the effects this would have on debris removal. • The exercise will be based on the 2019 Debris Management Plan and utilized to validate the plan. 	
Lead	Public Works, Public Health, and KCDEM
Priority	High
Implementation Time	1 to 2 years
Implementation Cost	In kind
Potential Funding Source	In kind/Local
Status	To be completed.

Tsunami Mitigation Strategy 4	
Public Outreach and Education: Provide public outreach and education regarding the potential impact of tsunamis and high waves on Kitsap County using maps and information from historical and simulated events.	
Lead	KCDEM Outreach and Education
Priority	High
Implementation Time	Ongoing

Implementation Cost	No immediate cost
Potential Funding Source	Local
Status	In progress. This is an ongoing initiative.

Tsunami Mitigation Strategy 5	
Public warning and education regarding tsunami hazards.	
<ul style="list-style-type: none"> Warning times for tsunami within Puget Sound are significantly less (30 seconds – 5 minutes) than warnings for the outer coast. 	
Lead	KCDEM Outreach and Education
Priority	High
Implementation Time	1 year
Implementation Cost	Total cost: \$5,000
Potential Funding Source	Local, State
Status	In progress. The strategy is the focus on education to the public with both State and County education materials adapted to Kitsap County and its risk from Tsunami. Key messaging is: “The Shaking is the Warning.”

Earthquake/Tsunami Mitigation Strategy 6	
Develop a plan to address resiliency and redundancy, including identifying gaps in the transportation network.	
<ul style="list-style-type: none"> Goals: Capacity and Resiliency Add SR 16/3 	
Lead	Washington Department of Transportation and KCDEM
Priority	Moderate
Implementation Time	By 2024
Implementation Cost	Estimated up to \$100,000
Potential Funding Source	Local, State, Federal
Status	To be completed.

Earthquake/Tsunami Mitigation Strategy 7	
Mitigate for Agate Passage Bridge closure: utilize maritime alternatives to move passengers and freight.	
<ul style="list-style-type: none"> Goal: Exercise maritime alternatives Last done in 2008 Can be completed as an exercise 	
Lead	Washington Department of Transportation and KCDEM
Priority	Moderate
Implementation Time	1 to 5 years
Implementation Cost	Estimated \$50,000
Potential Funding Source	Local, State, Federal
Status	To be completed.

Wildfire & Urban Fire Mitigation Strategies



Lead Agencies	Support Agencies
Kitsap County Fire Marshall	Kitsap County Department of Emergency Management
Kitsap County Fire Agencies	
Special Fire Districts	

Hazard Overview

Wildfires and urban fires are unplanned fires that burn in a natural area such as a forest, grassland, or prairie, or in an urban setting such as a town or city. They can be caused by humans, lightning, machinery, and utilities. Fires can disrupt transportation, gas, power, and communications, and the risk increases during periods of little rain and high winds.

Location



Figure 29: Federal Fire Occurrence Map 1980-2016 (USGS)

With much of the county in various stages of forestation, nearly all areas are vulnerable to fire. Human-caused fires in both urban and wild environments can happen during all times of the year. More prevalent use of synthetic building and furniture materials can also significantly accelerate fires once ignited.

Effects

Many individual homes and developments border forestland. Drought conditions often increase the fire danger in early fall. Urban forest fires can be caused by a number of different scenarios, but are most likely to be started by campfires, along highways from sparking sources or careless drivers, or electrical fires from high wind events. Most recent fires in Kitsap County were human-caused

and extinguished before major damage occurred.

Forest fires may result in the loss of timber resources, wildlife habitats, watersheds, and recreational areas, as well as increased vulnerability to flooding and landslides. It would take a significant fire to cause severe effects on Kitsap County, but an urban fire affecting an economic corridor could also be detrimental.

In Kitsap County, approximately \$4.2 million worth of general building stock lies in areas with moderate or higher wildfire exposure.⁸²

Extent

Historically, wildland fire burns approximately 23,000 acres of State-owned or protected land annually. The cost of wildland fire on these lands is more than \$28 million annually in firefighting and damage to timber, habitat, property, soil mobilization, landslides, and flooding. Between 1960 and 2017, the state experienced 170 wildfire incidents.⁸³

History

It is difficult to trace the fire history of this area back more than 350 years. However, old-growth trees and fire scars suggest fires about 450, 480, 540, and 670 years ago. Fire is a normal part of most forest and range ecosystems, so fires historically burned on a fairly regular cycle. The latest forest fires to occur took place in Kitsap and Mason Counties in 2013. These fires were contained but required the response of State Fire Mobilization to help in this effort. As of 2019, there have been no more recent forest/urban fires that have required State Fire Mobilization.

The burning cycle in western Washington appears to have occurred about every 100-150 years. Logging of old-growth trees, old trees felled by major windstorms, and more recent fires in the area have erased or compromised evidence of historic forest fires in Kitsap County, making it difficult to determine if the historic burning cycle remains true today. However, recorded information indicates Kitsap County has had an active history of fire. As communities expand farther into forested lands, and there is a desire to maintain the wilderness ambiance, urban interface fires are becoming a significant hazard. Urban interface fires create the potential for loss of life and destruction of property.

Probability of Future Events

Wildfires and urban interface fires are possible and will occur in Kitsap County. Sources of ignition include lightning, arson, recreational activities, debris burning by individuals or logging companies, and carelessness with fireworks. Human negligence causes about 84% of forest fires,⁸⁴ such as failing to extinguish smoking materials or campfires properly.

Washington State's fire season usually runs from July through October,⁸⁵ although large fires can occur during the winter. The probability of an interface fire in any one locality on a particular day

⁸² Washington State Enhanced Hazard Mitigation Plan (2018)

⁸³ Washington State Enhanced Hazard Mitigation Plan (2018)

⁸⁴ Human-started wildfires expand the fire niche across the United States (2017)
<https://www.pnas.org/content/114/11/2946>

⁸⁵ Washington State Enhanced Hazard Mitigation Plan (2018)

depends on any of the following activities and events: fuel conditions, topography, time of year, past and present weather conditions, construction, and human activities (e.g., debris burning, land clearing, camping). Any prolonged period of lack of precipitation presents a potentially dangerous impact. Prolonged periods of strong winds can also create dry conditions.

Population by Jurisdiction Affected by Fire in Kitsap County (2012)⁸⁶			
Jurisdiction	Total Population	Population in Hazard Area	% Population Affected by Hazard
Unincorporated Kitsap County	164,595	164,595	100
Bainbridge Island	22,010	22,010	100
Bremerton	37,729	37,729	100
Port Orchard	11,144	11,144	100
Poulsbo	9,200	9,200	100
Port Madison Suquamish Reservation	5600	5600	100
Port Gamble S'Klallam Reservation	1200	1200	100
Totals	258,278	258,278	100%

Table 30: Population by Jurisdiction Affected by Fire in Kitsap County (2012)

Building Stock and Critical Facilities by Jurisdiction Affected by Fire⁸⁷						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Unincorporated Kitsap County	87,985	87,985	100	249	249	100
Bainbridge Island	12,639	12,639	100	83	83	100
Bremerton	13,683	13,683	100	64	64	100
Port Orchard	6,708	6,708	100	39	39	100
Poulsbo	3,516	3,516	100	66	66	100
Port Madison Suquamish Reservation	4,579	4,579	100	7	7	100
Port Gamble S'Klallam Reservation	270	270	100	5	5	100
Totals (Kitsap)	129,380	129,380	100%	513	513	100%

Table 31: Building Stock and Critical Facilities by Jurisdiction Affected by Fire

⁸⁶ Kitsap County GIS figures 2012

⁸⁷ Kitsap County GIS figures 2012

Climate Change Impacts

Climate change, coupled with the current high fuel and vegetation status of the forest, suggests that high-intensity fires will continue to degrade the landscape. Winters are becoming shorter and wetter with less snow, while summers are becoming drier and more protracted. This process is resulting in the generation of flash fuels (highly combustible fine fuels such as grass, leaves, draped pine needles, fern, tree moss and some kinds of slash, which ignite readily and are consumed rapidly when dry⁸⁸), and uncharacteristically denser forests and are stressing normal regenerative processes and increasing wildfire risk.

The ecosystem in Kitsap County thrives from its rainfall each year. Kitsap County water supply is based on large aquifers that are replenished each year with rain. Rain fills many creeks and rivers in Kitsap. Less rain and drier conditions may produce an increase in forest fires and potentially residential communities as well. The combined impacts of increasing wildfire, insect outbreaks, and tree diseases are already causing widespread tree die-off and long-term transformation of forest landscapes. More effort in managing forested areas including ground thinning of potential fuel sources will help to mitigate forest fires, as well as reducing the thinning of forest canopies and surfaces.

Vulnerability Summary

- Forest and urban fire vulnerability and effect on Kitsap are considered "**moderate**," meaning there is moderate potential for a disaster of less than major proportions during the next 25 years.
- Kitsap County's forests will remain vulnerable to forest and wildland fires. The probability of forest and wildland fires will continually change depending on variables such as drought effects, lightning strikes, careless campers, etc.
- The existence of large forested areas, increasing population and recreational activities, and the uncertain impact of a changing climate combine to suggest a moderate probability of occurrence. The destruction of large tracts of forest land would have an immediate economic impact to the community through lost jobs, reduced taxes, and increased public support while collateral economic and social effects could impact the county for years, suggesting moderate vulnerability.

Conclusions

The following steps should be accomplished to preclude major loss of life and reduce the actual number of fires and hazard areas:

- Since the vast majority of forest and wildland fires are started by humans, fire prevention education and enforcement programs can significantly reduce the total number of forest fires.

⁸⁸ National Wildfire Coordinating Group <https://www.nwcg.gov/term/glossary/flash-fuels>

- Urban wildfires can be extremely hazardous if not contained, causing loss of life and property. Increasing public education on wildland fires and improving agency response will help to minimize the spread of fires.
- An effective early fire detection program and emergency communications system are essential. The importance of immediately reporting any forest fire must be impressed upon local residents and people utilizing the forest areas.
- An effective warning system is essential to notify local inhabitants and visitors in the area of the fire. An evacuation plan detailing primary and alternative escape routes is also essential.
- Fire-safe development planning by County and City government planners is essential.
- Encourage citizens to incorporate defensible space planning when landscaping their property.
- Road criteria should ensure adequate escape routes for new sections of development in forest areas with both ingress and egress planned.
- Road closures should be increased during peak fire periods to reduce access to fire-prone areas.

Mitigation Strategies

As of the end of October 2019, there is one identified wildfire and urban fire mitigation strategy for this iteration of the Plan. Kitsap County may add mitigation strategies during the annual review process as guided by the Fire Districts and State Emergency Management Division. The Fire Districts are currently finalizing a Fire Management and Evacuation plan that includes the Ready Set Go protocol for fire evacuation. This plan and protocol will be evaluated for county implementation as a part of the new Community Warning Systems Technical Advisory Committee in early 2020.

Wildfire & Urban Fires Mitigation Strategy 1	
In coordination with local stakeholders and Fire Districts, review the current wildfire evacuation plan and perform a tabletop exercise to identify potential gaps in cooperation, coordination and cohesiveness with the State fire service mobilization plan as noted in RCW 43.43.961.	
<ul style="list-style-type: none"> • Incorporate the Ready, Set, Go notification protocol in the Community Warning Systems Program. • Review and revise the Wildfire Evacuation Plan to reflect lessons learned and close knowledge gaps. 	
Lead	Fire Special Districts with support of KCDEM
Priority	High
Implementation Time	2 years
Implementation Cost	\$2,000
Potential Funding Source	Local, State
Status	To be completed.

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Flood Mitigation Strategies

Leading Agencies	Support Agencies
City/County Public Works Departments	City/County/Regional Organizations
City/County Community Development/Building Departments	Tribal Nations
	Conservation District
	Kitsap County Department of Emergency Management (Public Education/Recovery)

Hazard Overview

Flooding is the most common hazard occurring in Kitsap County, affecting all of the county. Approximately 10-15% of the county area lies within flood zones with a 1% and 0.2% percent chance of flooding annually. Heavy, prolonged rain in the fall, winter, or spring months often results in saturated ground, and high stream flows. Due to ground saturation, Kitsap County businesses and homes located in low-lying areas may flood during prolonged periods of rain. Wind-driven tidal flooding is also possible along the inland waters. Flooding is due to runoff, ground saturation, or tidal flooding. Structures located within floodplain areas also are susceptible to frequent flooding.

Location/Extent

Special Flood Hazard Area Assessment ⁸⁹						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Bainbridge Island	\$2.6 Billion	1.5%	\$3.6 Million	1.4%	136	8
Bremerton*	\$1.7 Billion	<1%	\$404,000	<1%	21	0
Port Gamble S'Klallam Tribe**	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Suquamish Tribe	\$474 Million	<1%	\$175,000	<1%	3	0
Port Orchard	\$966 Million	<1%	\$579,000	<1%	24	0
Poulsbo	\$865 Million	<1%	\$3.4 Million	<1%	7	0
Unincorporated County	\$9.7 Billion	<1%	\$5.2 Million	<1%	164	175

⁸⁹ FEMA Risk Report for Kitsap County 2015

Special Flood Hazard Area Assessment⁸⁹						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Total	\$16.3 Billion	<1%	\$13.4 Million	<1%	355	183
<p>Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1-percent-annual-chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county's SFHAs are identified as Zones AE or A. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available from Kitsap County for the Port Gamble S'Klallam Indian Reservation, so the results are listed as unknown.</p>						

Table 32: Special Flood Hazard Area Assessment

Flooding is the most common hazard occurring in Kitsap County, affecting its entirety. The City of Bainbridge has the largest number of buildings in the Special Flood Hazard Area (1% annual chance flood zone, also known as a 100-year flood zone) and has the highest loss ratio, which compares the losses due to flooding to the overall building value within the community. However, not all buildings within the floodplain experience damage because of flooding level and current floodplain regulations.⁹⁰ Figure 32 shows the Flood Hazard Areas of Kitsap County.

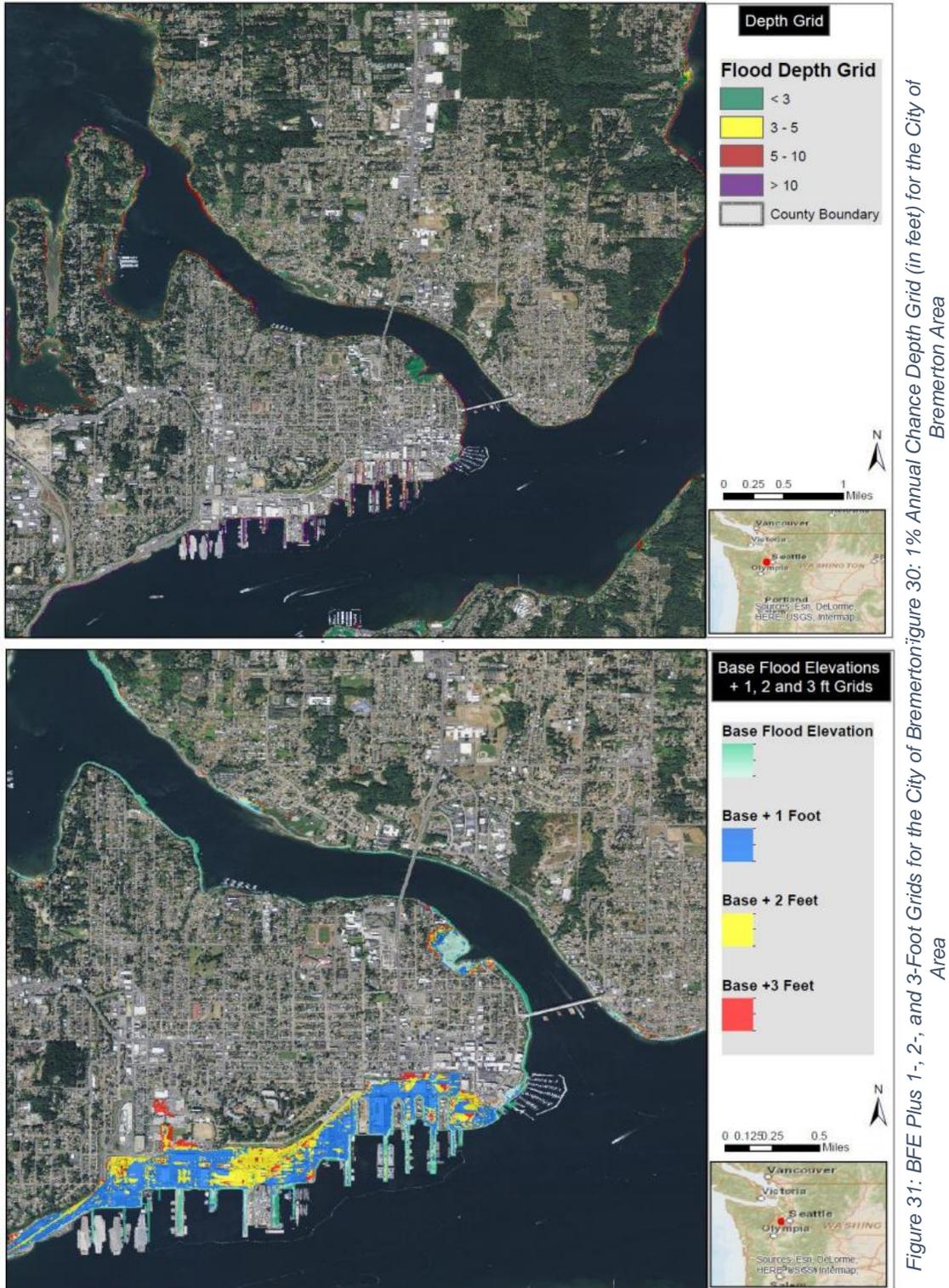
Kitsap County Public Works is currently updating the Stormwater Comprehensive Plan to identify areas that may require additional flood mitigation or water quality improvements. The update is planned to be completed in 2020 with areas of emphasis including climate change, coastal flooding, and severe storm impacts.

In 2015, FEMA created new Flood Insurance Rate Maps (FIRMSs) for Kitsap County, which included updated flood modeling for the coastline for Bainbridge, Bremerton, Port Orchard, Poulsbo, Port Gamble S'Klallam Tribe, Suquamish Tribe, and the unincorporated areas of Kitsap County. In addition to new FIRMS, flood risk assessment products were developed and used in this risk report. Depth grids for the 1% annual chance flood were created for the coastal areas and show the level of flooding in feet for each pixel. Depth grids were used in this risk assessment to determine which properties would be affected by flooding. The figure on the next page shows the 1% annual chance depth grid for the Bremerton area.

In addition to the depth grid, a Base Flood Elevation (BFE)+ grid the following figures show the locations where flooding is 1, 2, and 3 feet above the elevation of the 1-percent-annual-chance flood (BFE). This grid can be used to represent flood events greater than the 1% annual chance flood, including potential sea-level rise. The BFE+ grid can be used to identify areas affected by increased storm surge, storms greater than the 1% annual chance event, and areas potentially

⁹⁰ FEMA Risk Report for Kitsap County (2015)

affected by sea-level rise. This dataset can be used for future land use and comprehensive planning.



Effects

The types of floods in Washington State are primarily river and creeks, surface water, flash, and tidal. Floods may result in loss of life as well as damage to residences, business establishments, public buildings, roads and bridges, utilities, agricultural land, fish and shellfish habitats, stream banks, and flood control structures.

History

Kitsap County issued disaster or emergency declarations for flooding in 1990, 1994, 1995, 1996, 1997, 1999, 2003, 2006, and 2007. Historically, flooding occurs to some extent in Kitsap County every year, especially in floodplain zones of streams. In 2007, significant rainfall following a snow event caused creeks to turn into rivers and high tides to create flooding along Kitsap's shoreline. The event resulted in a Presidential Declaration with damages to over 400 residences and \$1 million in public infrastructure damage. Hood Canal and Puget Sound beaches are often affected by flood tides compounded by heavy rainfall and high tides.⁹¹

The information in the following figures highlights communities that are already affected by flooding, including those with repetitive loss properties and flood claims, and summarizes characteristics at the community level. Data were obtained from FEMA and the U.S. Census and were current as of 2015.

⁹¹ Kitsap County HIVA (2015)

Legend

FEMA Flood Zone Designation

High Risk - Coastal Areas

Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

High Risk Area Zones

A

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones.

AE

The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.

Designated Urban Growth Areas

Unincorporated Urban Growth Area

Incorporated City

Limited Areas of More Intense Rural Development

TYPE

Type I

Limited Area of More Intense Rural Development - Type I

RCW 36.70A.070(5)(g)(i)

Mixed use areas or small communities intensively developed

by 1990, where limited infill development is appropriate.

Type III

Limited Area of More Intense Rural Development - Type III

RCW 36.70A.070(5)(g)(i)

Lots containing isolated non-residential uses of new development

of isolated cottage industries and isolated small businesses.

Reservation Boundaries

Tax Parcels

Street Center Lines

State Highway

Major Road

Collector / Arterial

Local Access; Local Road

Watercourses (defined in WAC 222-16-030)

(S) Designated Shoreline of the State

(F) Fish Habitat

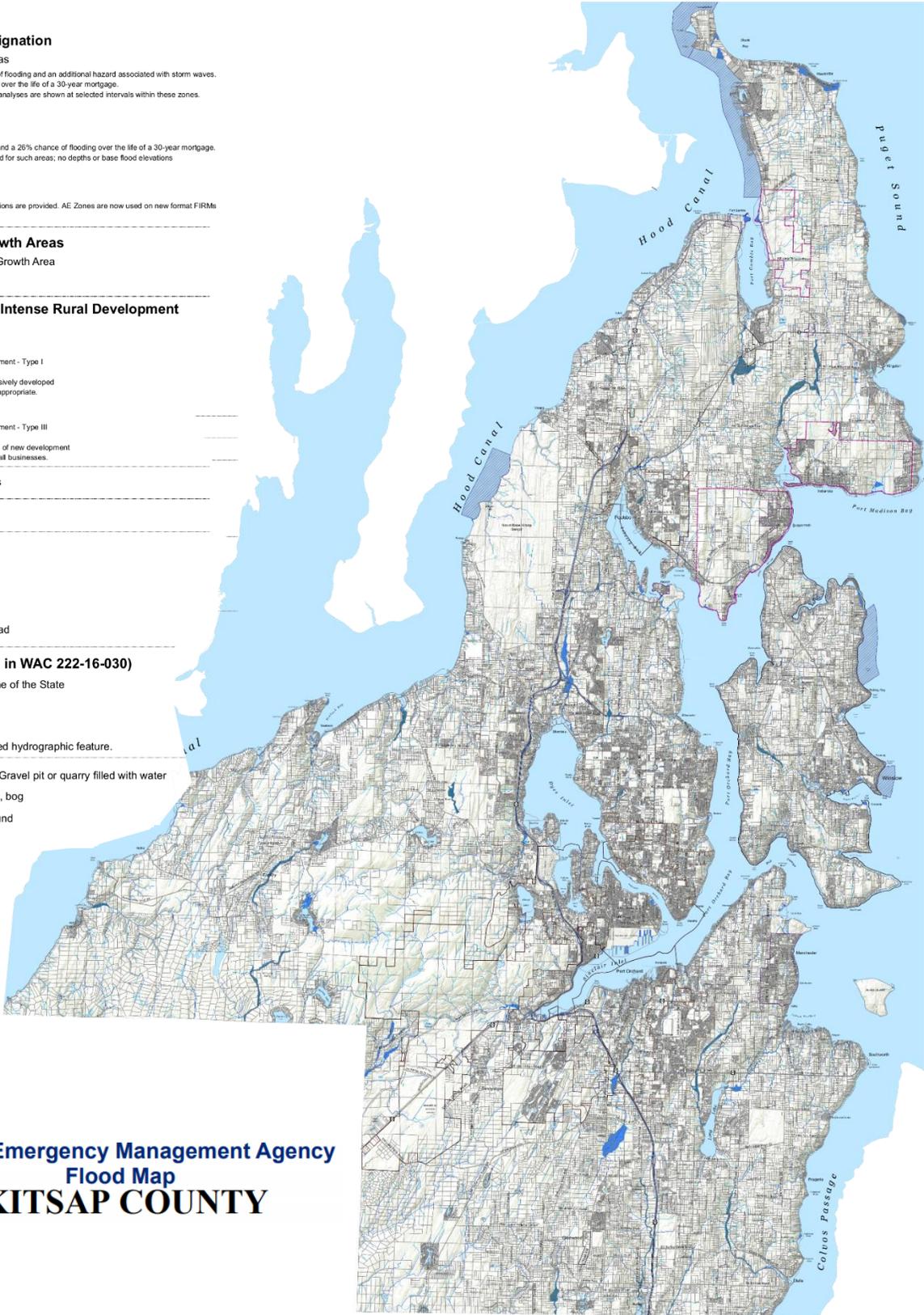
(N) Non-fish Habitat

(U) Unknown, unmodeled hydrographic feature.

Lake, Pond, Reservoir, Gravel pit or quarry filled with water

Marsh, wetland, swamp, bog

Bay, estuary, Puget Sound



**Federal Emergency Management Agency
Flood Map
KITSAP COUNTY**

Figure 32: FEMA Flood Zone Designation

Legend

Watercourse

Fish Habitat Water Type Code

- (S) Designated Shoreline of the State
- (F) Fish Habitat
- (N) Non-Fish Habitat
- (U) Unknown, unmodeled hydrographic feature.

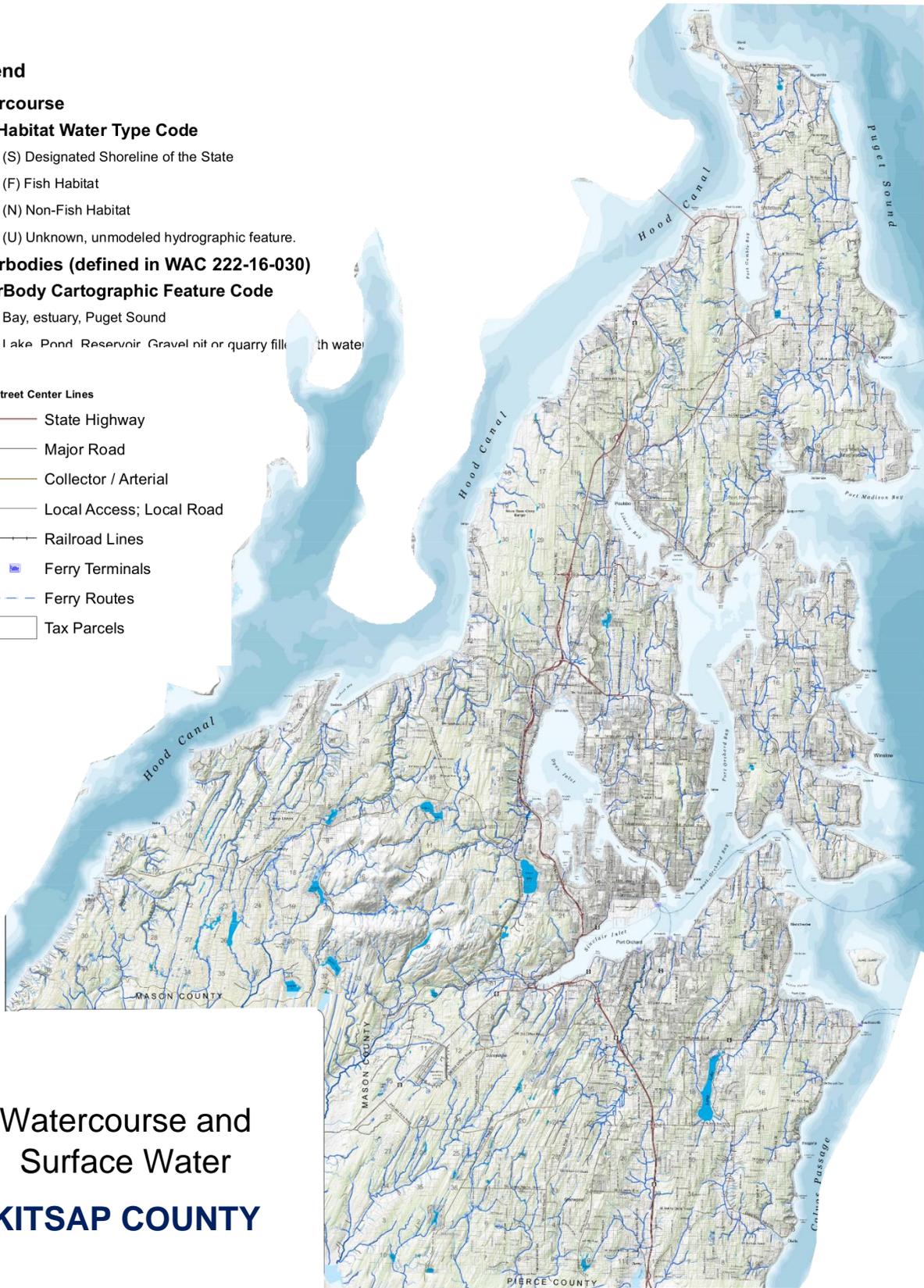
Waterbodies (defined in WAC 222-16-030)

WaterBody Cartographic Feature Code

- Bay, estuary, Puget Sound
- Lake, Pond, Reservoir, Gravel pit or quarry filled with water

Street Center Lines

- State Highway
- Major Road
- Collector / Arterial
- Local Access; Local Road
- Railroad Lines
- Ferry Terminals
- Ferry Routes
- Tax Parcels



**Watercourse and
Surface Water
KITSAP COUNTY**

Figure 33: Watercourse and Surface Water

Probability of Future Events

Flooding will continue to occur in Kitsap County. Heavy rains are projected to intensify, increasing flood risk to all Puget Sound watersheds. The potential for major floods exists in any year and may occur at any time during the flood season. In snow accumulating watersheds, winter floods will increase as the snow line recedes. Summer flows will reduce, and the corresponding flooding will become less likely as Cascade drainages change from rain-snow systems to rain-dominant ones. It is unusual for a flood to occur without warning due to the sequential pattern of meteorological conditions needed to cause severe flooding.

The table below highlights the building value and percentage of buildings within the Special Flood Hazard Area by community. Losses for the mapped coastal floodplains are highlighted by community, and a count of buildings within the 1% annual chance floodplain is included.

Special Flood Hazard Area Assessments ⁹²						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Bainbridge	\$2.6 billion	1.5%	\$3.6 million	1.4%	136	8
Bremerton*	\$1.7 billion	<1%	\$404,000	<1%	21	0
Port Gamble S'Klallam Tribe**	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Suquamish Tribe	\$474 million	<1%	\$175,000	<1%	3	0
Port Orchard	\$966 million	<1%	\$579,000	<1%	24	0
Poulsbo	\$865 million	<1%	\$3.4 million	<1%	7	0
Unincorporated County	\$9.7 billion	<1%	\$5.2 million	<1%	164	175
Total	\$16.3 billion	<1%	\$13.4 million	<1%	355	183

Table 33: Special Flood Hazard Area Assessments

Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1% annual chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county's SFHAs are identified as Zones AE, or A. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available from Kitsap County for the Port Gamble S'Klallam Indian Reservation, so the results are listed as unknown.

⁹² FEMA Risk Report for Kitsap County (2015)

National Flood Insurance Program (NFIP)

Kitsap County and its four cities participate in the National Flood Insurance Program (NFIP). Each community entered into the Program at various times. Below is a brief history of Kitsap County's participation in the NFIP.

NFIP Information ⁹³								
Community	Total Population	CRS Community	Flood Claims	Repetitive Loss Properties	Total Policies	Total Insurance Coverage	Date Entered	Current Map Date
Bainbridge	23,025	N	6	1	234	\$64 million	7/11/75	2/3/17
Bremerton	37,729	N	5	0	52	\$15 million	5/27/1975	--
Port Gamble S'Klallam Tribe	851	N	0	0	0	\$0	--	--
Suquamish Tribe	7,434	N	0	0	0	\$0	--	--
Port Orchard	11,144	N	0	0	25	\$6.8 million	6/21/74	2/3/17
Poulsbo	9,200	N	0	0	49	\$8.7 million	12/6/74	2/3/17
Unincorporated County	170,035	N	58	1	566	\$155 million	--	--
Total	259,418	0	69	2	926	\$318 million		

Table 34: NFIP Information

Kitsap County

In 1978 unincorporated Kitsap County entered the National Flood Insurance Program (NFIP). The most recent review of Kitsap County's participation in the NFIP was conducted in February 2010. The review called a Community Assistance Visit (CAV) found that the discrepancies identified in the previous CAV (2002) had resulted in amendments to Kitsap County Code Title 15 (Flood Ordinance). These amendments resulted in improved processes for development in flood-prone zones, enhanced GIS map layering to identify flood hazard areas and permit tracking processes for flood hazard area development. The Kitsap County Board of Commissioners approved these amendments in KCC Title 15; the most recent amendment approval process was February 2010. The following map and table show the NFIP FIRM Panels and jurisdiction information from the FEMA Flood Insurance Study on Kitsap County from 2017. As of October 2019, there are no repetitive or severe repetitive loss properties identified in the planning area.

⁹³ FEMA Risk Report for Kitsap County (2015)

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP INDEX
KITSAP COUNTY, WASHINGTON AND INCORPORATED AREAS

PANELS PRINTED:
0025, 0050, 0075, 0085, 0094, 0095, 0100, 0105, 0110, 0115, 0120, 0140, 0150, 0170, 0185, 0190, 0195, 0205, 0206, 0207, 0208, 0209, 0212, 0214, 0215, 0216, 0218, 0220, 0230, 0235, 0240, 0243, 0244, 0245, 0255, 0263, 0265, 0300, 0310, 0325, 0330, 0335, 0340, 0343, 0344, 0351, 0352, 0353, 0354, 0360, 0364, 0365, 0366, 0367, 0368, 0369, 0379, 0380, 0381, 0382, 0383, 0384, 0389, 0390, 0393, 0395, 0405, 0415, 0450, 0455, 0457, 0460, 0470, 0477, 0480, 0485, 0490, 0495, 0505

MAP NUMBER
53035CINDOC

MAP REVISED
FEBRUARY 3, 2017



OTHER AREAS OF FLOOD HAZARD

- Shaded Zone X: Areas of 0.2% annual chance flood hazards and areas of 1% annual chance flood hazards with average depths of less than 1 foot or with drainage areas less than 1 square mile.
- Future Conditions 1% Annual Chance Flood Hazard – Zone X: The flood insurance rate zone that corresponds to the 1% annual chance floodplains that are determined based on future-conditions hydrology. No base flood elevations or flood depths are shown within this zone.
- Zone X Protected by Accredited Levee: Areas protected by an accredited levee, dike or other flood control structures. See Notes to Users for important information.

OTHER AREAS

- Zone D (Area of Undetermined Flood Hazard): The flood insurance rate zone that corresponds to unstudied areas where flood hazards are undetermined, but possible
- Unshaded Zone X: Areas determined to be outside the 0.2% annual chance floodplain

FLOOD HAZARD AND OTHER BOUNDARY LINES

- Flood Zone Boundary (gray line)
- Limit of Study
- Jurisdiction Boundary
- Limit of Moderate Wave Action (LMWA): Indicates the inland limit of the area affected by waves greater than 1.5 feet

GENERAL STRUCTURES

- Aqueduct, Channel, Culvert, Storm Sewer
- Channel, Culvert, Aqueduct, or Storm Sewer
- Dam, Jetty, Weir
- Dam, Jetty, Weir
- Levee, Dike or Floodwall accredited or provisionally accredited to provide protection from the 1% annual chance flood
- Levee, Dike or Floodwall not accredited to provide protection from the 1% annual chance flood
- Bridge
- Bridge

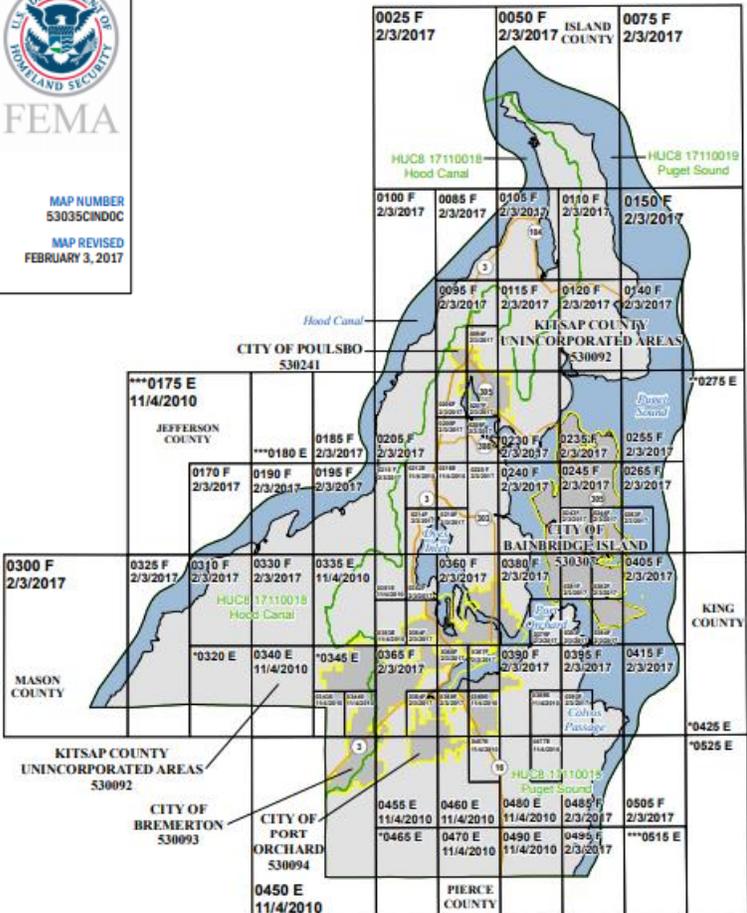


Figure 34: NFIP FIRMS Panel Map

Community	CID	HUC-8 Basin(s)	Sub-	Located on FIRM Panel
City of Bainbridge Island	530307	17110019		53035C0230F, 53035C0235F, 53035C0240F, 53035C0243F, 53035C0244F, 53035C0245F, 53035C0263F, 53035C0265F, 53035C0379F, 53035C0380F, 53035C0381F, 53035C0382F, 53035C0383F, 53035C0384F, 53035C0405F
City of Bremerton	530093	17110018, 17110019		53035C0335E, 53035C0343E, 53035C0344E, 53035C0345E*, 53035C0352F, 53035C0353E, 53035C0354F, 53035C0360F, 53035C0364F, 53035C0365F, 53035C0366F, 53035C0367F, 53035C0368F, 53035C0380F, 53035C0390F, 53035C0450E, 53035C0455E
City of Port Orchard	530094	17110019		53035C0364F, 53035C0365F, 53035C0366F, 53035C0367F, 53035C0368F, 53035C0369E, 53035C0390F, 53035C0455E, 53035C0457E, 53035C0460E
City of Poulsbo	530241	17110019		53035C0094F, 53035C0095F, 53035C0115F, 53035C0206F, 53035C0207F, 53035C0209F, 53035C0230F

Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel		
Kitsap County Unincorporated Areas	530092	17110019	53035C0025F, 53035C0085F, 53035C0100F, 53035C0115F, 53035C0150F, 53035C0190F, 53035C0206F, 53035C0209F, 53035C0215F, 53035C0220F, 53035C0240F, 53035C0255F, 53035C0275E*, 53035C0320E*, 53035C0335E, 53035C0344E, 53035C0352F, 53035C0360F, 53035C0366F, 53035C0369E, 53035C0381F, 53035C0384F, 53035C0393F, 53035C0415F, 53035C0457E, 53035C0470E, 53035C0485F, 53035C0505F	53035C0050F, 53035C0094F, 53035C0105F, 53035C0120F, 53035C0170F, 53035C0195F, 53035C0207F, 53035C0212E, 53035C0216E, 53035C0230F, 53035C0244F, 53035C0263F, 53035C0300F, 53035C0325F, 53035C0340E, 53035C0345E*, 53035C0353E, 53035C0364F, 53035C0367F, 53035C0379F, 53035C0382F, 53035C0389E, 53035C0395F, 53035C0450E, 53035C0460E, 53035C0477E, 53035C0490E,	53035C0075F, 53035C0095F, 53035C0110F, 53035C0140F, 53035C0185F, 53035C0205F, 53035C0208F, 53035C0214F, 53035C0218F, 53035C0235F, 53035C0245F, 53035C0265F, 53035C0310F, 53035C0330F, 53035C0343E, 53035C0351E, 53035C0354F, 53035C0365F, 53035C0368F, 53035C0380F, 53035C0383F, 53035C0390F, 53035C0405F, 53035C0455E, 53035C0465E*, 53035C0480E, 53035C0495F,

Table 35: Community FIRM Information

City of Bainbridge Island

The City of Winslow entered the Emergency Program on August 14, 1975, then converted to the National Flood Insurance Program (NFIP) effective February 5, 1986. The Island was incorporated in 1991 and became the City of Bainbridge Island with an NFIP Effective Date of March 1, 1991. The most recent review of the city’s participation in the NFIP was conducted in 2004. During this Community Assistance Visit (CAV) the summarized findings from the CAV included the need for an amendment to the City’s flood chapter 15.16, preparation of procedures to implement Chapter 15.16, and additional information on eleven specific cases that were cited in their fieldwork. As of February 2005, all these items were cleared, and our CAV was closed.

In 2019, the City updated the Flood Damage Protection Ordinance (FDPO) to update the requirements for FEMA compliance related to the NFIP. The City has also been involved with a Community Assistance Visit (CAV) process as FEMA has audited for compliance measures of the City’s Flood Ordinance as adopted. The City continues to enforce regulations related to our FDPO and compliance with the National Flood Insurance Program (NFIP) related to the potential for flooding events.

City of Bremerton

The City of Bremerton entered the National Flood Insurance Program on May 27, 1975. The most recent review of the city’s participation in the NFIP was conducted on July 23, 2008. During the visit, the City issued 2 permits that were properly conditioned for the flood elevation

certificates; however, the final Elevation Certificate was inadvertently missed. The corrective action taken by the city was to modify the permitting system computer software to more definitively request flood zone information at the time of initial application for a building permit and at construction inspection stages including prior to framing and prior to the release of final inspection certification.

Like most communities in Kitsap County, after the last major flood, 2007, the city reviewed our flooding issues and once again determined we have no repetitive loss areas in the City of Bremerton. The City of Bremerton has amended its processes as recently as August 2007 resulting in a successful CAV in July 2008.

Bremerton Municipal Code Chapter 17.60 Floodplain Management was updated under Ordinance #5231 to maintain compliance with the NFPIP on December 7, 2013.

City of Port Orchard

The City of Port Orchard entered the National Flood Insurance Program in 1978. The most recent review of the city's participation in the NFIP was conducted in 2005. During this Community Assistance Visit (CAV) the summarized findings from the CAV included the need for an amendment to the City's flood chapter 15.38, preparation of procedures to implement Chapter 15.38, and additional information on three specific cases that were cited in their fieldwork.

On September 16, 2005, the Floodplain Management Specialist responded to the City's transmittal of information by approving Ordinance No. 016-05 bringing the city into full compliance with Federal and State floodplain management requirements.

The City provided the Floodplain Management Specialist with additional information on the three specific cases cited during their visit which cleared all of the findings and closed the CAV for Port Orchard. Their conclusion was that the City is effectively regulating development in the City's flood hazard areas and they would notify FEMA of this certification.

The most recent review of the city's participation in the NFIP was completed in 2013. The City adopted amendments to its Flood Damage Prevention Standards Chapter of the Port Orchard Municipal Code at that time. This code has since been moved into the new title 20 of the Port Orchard municipal code. On September 16, 2013, the city received written confirmation that its code was compliant with 44 CRF 60.3 and 86.16 RCW.

City of Poulsbo

The City of Poulsbo entered into the National Flood Insurance Program in 1979. The most recent review of the city's participation in the NFIP was conducted in 2017. During this update, Community Assistance Visit (CAV) found no deficiencies related to city code.

NFIP Updates

In recent years, NFIP Flood Insurance Rates Maps (FIRM) have been revised. Some zones changed to reflect better data and evaluation regarding coastlines and their related issues, such as the effects of wakes and tides. Changes are not significant. However, the changes have increased the need for some homeowners to file for flood insurance in the NFIP.

Community Rating System

The Community Rating System (CRS) is a voluntary program for National Flood Insurance Program communities with the intent to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management. It provides an incentive for premium discounts for communities that go beyond the minimum and impose extra measures to provide protection from flooding.

Community Rating System Participation ⁹⁴	
Community	CRS Community
Bainbridge Island	No
Bremerton*	No
Port Gamble S’Klallam Tribe**	No
Suquamish Tribe	No
Port Orchard	No
Poulsbo	No
Unincorporated County	No

Table 36: Community Rating System Participation

Kitsap County is currently not eligible and has not met the full compliance with the CRS. In 2007, Kitsap County compared the cost to implement CRS versus the savings to citizens which proved insignificant. The County does not have significant flood-prone areas that would benefit from this program.

Climate Change Impacts

Climate change is increasing the extent, and the frequency of flooding, and this trend will continue. Regional warming has been linked to changes in the amount of water available in basins from seasonal snowmelt and streams. The response to change will depend on precipitation in the watersheds and other geographical changes to the landscape. In the future and as early as 2050, snowmelts are expected to be as much as four weeks earlier in the season resulting in lower summer flows. River-related issues, including flood risk, may increase in certain areas but decrease in others.

Consequently, these changes will affect reservoir systems, flood control, and the preservation of habitats. It will also affect irrigation, industrial use, and hydropower production. There will be an effect on freshwater species, like salmon, steelhead, and trout. Adaptive measures will depend on strengthening water resource infrastructure, technology, and water consumption efforts.⁹⁵

In the coastal zone, the effects of sea-level rise, erosion, inundation, threats to infrastructure and habitat, and increasing ocean acidity collectively pose a significant threat to the region. With diverse landforms (e.g., beaches, rocky shorelines, estuaries), the Northwest coast may experience a wide range of climate impacts. Global sea levels have risen about 8 inches since 1880 and are projected to rise another 1-4 feet by 2100. Much of the Pacific Northwest coastline is rising due to tectonic uplift, which raises the land surface. A major earthquake along the Cascadia subduction zone would immediately reverse centuries of uplift and potentially increase

⁹⁴ FEMA Risk Report Kitsap County 2015

⁹⁵ A Summary of the Climate Change Impacts in the United States (2014)

relative sea level 40 inches or more. Increased ocean acidity can affect marine species and consequently affect commercial harvests. Increasing coastal water temperatures and changing ecological conditions may alter the ranges, types, and abundances of marine species. Many people use the coasts for a variety of reasons as well as live there where future erosion, inundation, and flooding could adversely affect human habitats.

Kitsap County has approximately 170 miles of coastline that could potentially be affected by ocean temperature changes and changing sea levels. Kitsap County is surrounded by sensitive sea conditions that can affect water species, water quality, and the fishing industry. Any increase in sea levels will also affect coastal towns and beaches.

Vulnerability Summary

- Flood vulnerability and effect on Kitsap is considered “**moderate**” meaning there is moderate potential for a disaster of less than major proportions during the next 25 years. The risk rating is driven by infrastructure and individual residence damage. Life safety and the economy would also be impacted, and effects will be dependent on associated hazards like landslides, hazardous materials events, and dam issues.
- More than any other natural hazard, flooding represents the single biggest repetitive event that has a damaging impact on Kitsap County property and resources. Looking back over twenty years, Kitsap County has flooded (Presidentially declared disaster) at least five times with no major river causing the flooding. Kitsap County is vulnerable to urban stream flooding and localized flooding due to drainage system overload during, especially large or intense storm events. This will continue to occur until more effective flood mitigation strategies can be developed and implemented for urbanized areas that are subject to inundation by floodwater. Engineering and mitigation will have a measure of success, but it is expected that flooding will always occur during extreme storm events.
- In urban areas, flooding is primarily a product of development and its impact on watersheds and rural areas. Kitsap County has numerous large creeks and lakes and can experience significant daily rainfall during the winter, which is influenced by Puget Sound convergence zones. The Kingston area may be most susceptible to convergence zone weather.
- The Growth Management Act (RCW 36.07A) requires that all cities, towns, and counties in the state identify critical areas and establish regulations to protect and limit development in the areas designated as critical areas. Critical areas, as defined by state law, are areas that frequently flood, such as floodplains, as well as areas subject to high tides driven by strong winds. The Growth Management Act is a fundamental tool in mitigation planning. Floodplain mitigation planning and management are coordinated by local, State, and Federal agencies. RCW 86.12, Flood Control by Counties, provides counties with the power to take flood control action by levying taxes, condemning property, and undertaking flood control activities directed toward a public purpose located within their jurisdiction.
- RCW 82.26, State Participation in Flood Control Maintenance, which establishes the Flood Control Assistance Account Program, provides state funding for local flood hazard management planning and implementation efforts. RCW 86.16, Floodplain Management, states that the prevention of flood damage is a matter of statewide public

concern. Statewide building codes and regulations applied to structures during construction also aid in mitigation. FEMA Flood Maps provide additional avenues for information to residents, while the NFIP provides homeowners and renters the ability to purchase insurance coverage for flood damage. In 2011, FEMA initiated a coastal flood study to determine the effects on Kitsap’s coastline from earthquake activity, tides, flooding, and potential sudden tsunamis and seiches. The study was completed in 2015 information is included and cited throughout this document.

Conclusions

Mitigation involves flood plain planning and management coordinated by local, state, and federal agencies. Building codes and regulations applied to structures aid in mitigation. Residents should have access to information on flood insurance. Where building has already occurred on flood plains, emergency preparedness in the form of sandbags, building materials, three-day evacuation kits, and alternate shelter should be part of each resident's preparation for possible flooding.

Mitigation Strategies

This section is not applicable for Unincorporated Kitsap since it does not have significant flood-prone areas. Most flooding is coastal and is associated with tides during extreme events.

Flood Mitigation Strategy 1	
Convene an annual meeting of interested parties to discuss Local, State, and Federal regulatory requirements related to maintenance activities in flood-prone areas.	
<ul style="list-style-type: none"> • The purpose of this meeting would be to exchange information, coordinate future projects, and examine community-wide effects on flood-prone areas. • This project could be used to assist in the identification of areas of critical risk. • This project could be used to assist in the identification of areas of influence that affect critical risk areas. 	
Lead	Community Development with KCDEM as supporting agency
Priority	High
Implementation Time	Annual
Implementation Cost	There should be no cost to hold such a meeting.
Potential Funding Source	Local, State
Status	To be completed.

Flood Mitigation Strategy 2	
Identify high-risk areas on Geographic Information System (GIS). Update Local stormwater system plans and improve stormwater facilities in high-risk areas.	
<ul style="list-style-type: none"> • Identify flood and drainage problems on public roads. • The lead agency would be the appropriate Public Works Departments. • Local funds and potential private sector funding with possible State or Federal grant funding would be needed to implement the program. • There are long term plans for Storm Water Management in the Kingston area of the County. • KCPW is updating the Comprehensive Stormwater Plan as mentioned previously. While they may not be purely focused on the element envisioned, they are updating information and it is funded. 	

Lead	Public Works
Priority	High
Implementation Time	1 to 3 years and incorporate as ongoing
Implementation Cost	\$65,000 annually - Note: It is recommended this \$65,000 annual budget be contributed towards an enhanced GIS system. Costs associated with updating individual projects, community plans, and facilities are dependent on the identification of criteria and number of projects.
Potential Funding Source	Local, State
Status	In progress - Public Works in process to complete this page and reference the maps of the stormwater projects planned and underway.

Flood Mitigation Strategy 3

Kitsap County Public Works has culverts in areas that are failing, undersized for fish passage and have flooding concerns for downstream areas. Replacement funding for these locations is non-existent. These culverts are not listed in the current 6-year Transportation Improvement Program and are not funded. Kitsap County Public Works is the lead agency for implementation of this strategy and will be coordinated with Kitsap County Department of Community Development, the Department of Emergency Management and Washington State Department of Fish & Wildlife.

Prioritized Locations for Implementation

1. On Stottlemeyer Road NE in Poulsbo, there is a failing 24” culvert that needs immediate replacement. - **COMPLETED**
2. North Mission Road NW in Seabeck Holly has a failing 24” culvert that has a rusted invert and a significant belly.- **COMPLETED**
3. Seabeck Holly Rd. NW there is two failing culverts. One of the culverts is an 18” the other is a 36” and both pipes have rust holes and need replacement.
4. There are two culverts on NW Newberry Hill Rd. These culverts are 36” and have significant bellies and rust.- **ON SCHEDULE FOR REPLACEMENT**
5. There is a concrete culvert in the holly area that is undersized for fish passage. This culvert carries high sediment loads and needs to be improved.
6. Banner - **TO BE COMPLETED**
7. Crescent Valley - **TO BE COMPLETED**
8. Washington Boulevard - **TO BE COMPLETED**
9. Brownsville Highway - **TO BE COMPLETED**

Projected Benefits

There would be less of a risk of road failure and environmental degradation to the downstream environments of these watercourses. Fish passage would be achieved, and less flooding would occur to Kitsap County infrastructure.

Lead	Public Works
Priority	High
Implementation Time	1 to 6 years
Implementation Cost	The costs will be determined at the design phase of the culvert upgrade. A special resource to be considered for implementation of this strategy would be to request grant funding for design and culvert upgrade projects. Estimates for culvert replacement is \$750,000.00. This would replace up to five of the failing culverts.
Potential Funding Source	Local, State, Federal
Status	In progress. Partially completed.

Flood Mitigation Strategy 4

Review and create a floodplain planning, management, and over-site program to assure compliance with the National Flood Insurance Program (NFIP) community wide.

- Distribute National Flood Insurance Program (NFIP) information in utility bills on an annual basis prior to flood season. The program lead for this strategy would require the National Flood Insurance Program to coordinate with the local utility companies to provide and distribute the information.
- Develop a plan to maintain an available supply of safety and emergency preparedness supplies. Lead agencies responsible for coordinating supplies and resource information on the availability of supplies would be the Public Works Department, American Red Cross, and KCDEM. The lead agency for sandbags would be the Public Works Department.

2019 Update: This strategy is ongoing.

- Streamline environmental compliance requirements for pre-flood prevention activities. The lead agency would be the Community Development Departments.

2019 Update: This strategy is complete.

Lead	The lead agencies for are Community Development and the Public Works Departments.
Priority	High
Implementation Time	Ongoing
Implementation Cost	No immediate cost
Potential Funding Source	Local, State
Status	In progress. Partially complete.

Flood Mitigation Strategy 5

Familiarize the community with the risks of “convergence zone” type of flooding. A convergence zone is caused when low atmospheric pressure combines with severe weather causing tidal overflow and watershed backup.

Lead	The lead agencies would be the Public Works Departments in coordination with KCDEM.
Priority	High
Implementation Time	Ongoing
Implementation Cost	No immediate cost
Potential Funding Source	Local
Status	In progress. Just in time messaging prior to King Tide storms and general flooding preparedness messaging

Severe Storms/Tornado Mitigation Strategies



Lead Agencies	Support Agencies
Kitsap County Department of Emergency Management	City/County/Regional Organizations
Water Purveyor Association of Kitsap (Water PAK)	Tribal Nations

Hazard Overview

Although Kitsap County has a moderate marine climate, storm activity involving rain, wind, snow, and ice does affect the County. Severe weather can happen any time, with or without notice. Severe weather can include hazardous conditions produced by thunderstorms, including damaging winds, tornadoes, large hail, flooding and flash flooding, and winter storms associated with freezing rain, sleet, snow, and strong winds.

Location

Severe weather can occur at any time or place in the county. Storms have caused significant damage to portions of Kitsap County. An EF-2 tornado occurred in December 2018, causing substantial damage in Port Orchard, including 250 homes. Lightning storms and hailstorms are less frequent but do occur.

Effects

The general effects of most severe storms are immobility and loss of utilities. Transportation routes can become blocked, travelers and commuters can become stranded, and families can be separated. Additionally, when electrical lines are damaged, other utilities such as telephones (cell and landlines), natural gas, and water and sewer systems can become inoperable. Physical damage to homes and facilities can occur from winds or the accumulation of snow, ice, or hail. Even a small accumulation of snow can adversely affect transportation systems.

High winds have caused extensive damage throughout the county in past years. The main effects of local storms include disruption of electrical power, accidents and transportation problems, flooding and landslides, and damage to residences and other buildings. Schools may close for several days. Businesses may function at reduced capacity for a time as employees may have difficulty getting to work or are dealing with storm-related problems at home.

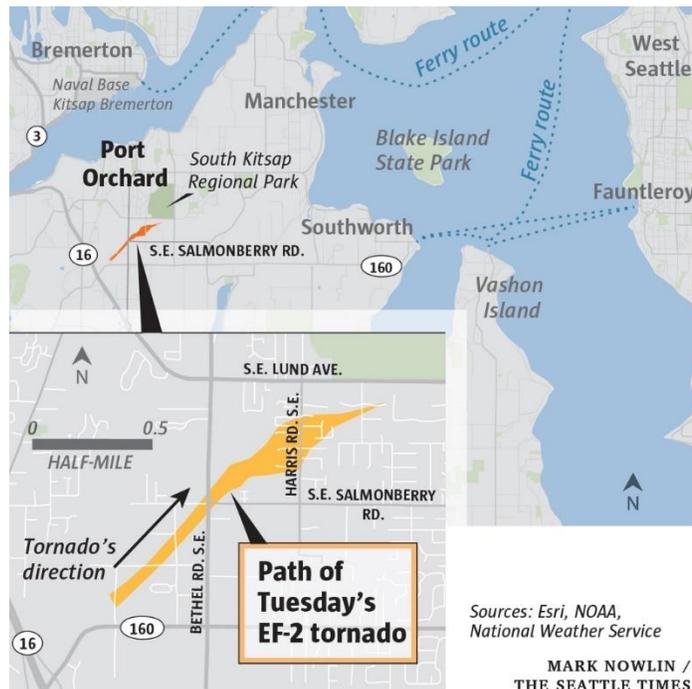


Figure 35: Port Orchard 2018 Tornado Path

There are many private roads in the county, which individuals must maintain themselves or as a cooperative group. Some communities may have one road for ingress and egress. Citizens can become frustrated if private snow removal equipment is inoperable or if extensive damage occurs to private roads and bridges. These concerns were discussed in one of the public town halls.

Information on floods can be found in the Floods Mitigation Strategies section.

Extent

Severe weather may strike during any time of the year and any time of the day. The extent depends on the type of event, duration, and severity. The 2018 Port Orchard EF-2 tornado was the strongest tornado to hit Washington State since 1986. The tornado had estimated wind speeds of 120-130 mph and was on the ground for approximately 1.4 miles. The path of the twister started at Geiger Road and ended at SE Kerri Court. It was approximately 250 to 300 yards wide.⁹⁶ Severe weather may strike during any time of the year and any time of the day. The extent depends on the type of event, duration, and severity. The table below describes the Enhanced Fujita Scale for tornadoes.

Enhanced Fujita Tornado Intensity Scale			
F-Scale Number	Intensity Phrase	3 Second Gust Speed	Type of Damage Done
F0	Gale tornado	65-85 mph	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages signboards.
F1	Moderate tornado	86-110 mph	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	Significant tornado	111-135 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe tornado	136-165 mph	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted
F4	Devastating tornado	166-200 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
F5	Incredible tornado	Over 200 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel-reinforced concrete structures badly damaged.

Table 37: Fujita Tornado Intensity Scale

⁹⁶ National Oceanic and Atmospheric Administration National Weather Service Seattle (2018) <https://nwschat.weather.gov/p.php?pid=201812192212-KSEW-NOUS46-PNSSEW>

Building Stock and Critical Facilities by Jurisdiction Affected by Severe Storms⁹⁷						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Unincorporated Kitsap County	87,985	87,985	100	249	249	100
Bainbridge Island	12,639	12,639	100	83	83	100
Bremerton	13,683	13,683	100	64	64	100
Port Orchard	6,708	6,708	100	39	39	100
Poulsbo	3,516	3,516	100	66	66	100
Port Madison Suquamish Reservation	4,579	4,579	100	7	7	100
Port Gamble S'Klallam Reservation	270	270	100	5	5	100
Totals (Kitsap)	129,380	129,380	100%	513	513	100%

Table 38: Building Stock and Critical Facilities by Jurisdiction Affected by Severe Storms

History

As stated above, the 2018 Port Orchard EF-2 tornado was the strongest tornado to hit Washington State since 1986. High winds and tornadoes have caused extensive damage through the county in past years. Another notable storm includes the "Columbus Day" storm of 1962, with hurricane-force winds.⁹⁸ Severe winds also occurred during the Inauguration Day storm of 1993.⁹⁹ Other storms that have severely impacted Kitsap County have occurred in 1986, 1985, 1980, 1979, 1973, and 1971. The most severe snowstorms that have occurred in Kitsap County were in 1996, 1990, 1985, 1971, 1969, 1961, 1951, 1950, and 1949. Historically, the most severe storms occur during the autumn and winter months from October through February. On average, KCDEM will make preparations for three potentially dangerous storms each winter season.¹⁰⁰

Probability of Future Events

There is a high likelihood of numerous severe weather events annually in 100% of the county. However, many of these storms are likely to be small weather anomalies that may not develop into a large event. The frequency, duration, and intensity of extreme heat are expected to increase in Washington State. This will, in turn, increase other weather extremes including, severe/high winds, hail, lightning, tornadoes, and winter storms.

⁹⁷ Kitsap County GIS figures 2012

⁹⁸ https://products.kitsapsun.com/archive/2002/10-12/357425_the_big_blow_that_blew.html

⁹⁹ https://products.kitsapsun.com/archive/1993/01-21/279795_high_winds_claim_5_lives_in_was.html

¹⁰⁰ Kitsap County Hazard Identification Risk Assessment (2015)

Climate Change Impacts

Severe weather events are a part of the natural climatic cycle. As such, these events play an important role in the maintenance and sustenance of local biodiversity. However, climate change, by its very nature, and following the fundamental laws of thermodynamics and the conservation of energy, is adding energy to many systems.

One can think of this process as weather having a grand volume dial, a climate-directed rheostat in which climate change is turning up the energy volume, and all atmospheric systems are impacted. This added energy in the atmosphere can result in a cascading effect of stronger winds, increased severe weather, hailstorms, greater rain intensity, and accelerated flooding.

Vulnerability Summary

- Severe storm vulnerability and effect on Kitsap is considered “**moderate**,” meaning there is moderate potential for a disaster of less than major proportions during the next 25 years.
- Kitsap County remains highly vulnerable to the effects of rain, snow, and windstorms. In Kitsap County, March 2014 saw the highest amount of rain in one month—with over 12 inches recorded—and December 2018 with the most powerful tornado to ever occur in Kitsap County.
- Severe storms are a fact of life in Kitsap County. Severe wind and rainstorms do not generally impact the region for long periods, but winter snow/ice storms have shut down schools and businesses for several days. Therefore, the most severe storm Kitsap County is likely to face will be a snow/ice storm. It is not unprecedented for a winter storm to leave a long-lasting mark on the community by inflicting substantial financial damage on the area. In 2019, severe winter weather lasted from February 3-12, with temperatures dipping to 25 degrees or below for six nights with copious snowfall. By the time the storm ended, Bremerton had received 20.7 inches of snow, with other areas reporting higher numbers.¹⁰¹
- Based on historical data, the probable future severity for severe storms in the region is moderate. The probability is high, but the risk factor is reduced because of the moderate-to-low overall effect on the county.

Conclusions

Mitigation efforts include effective warning through the media. Three-five-day preparedness kits help people weather the storm if they are without normal utilities and comforts. Well-packed kits could be easily transported if an evacuation was necessary/possible. For those residents living in elevations prone to snowstorms, a 14-day preparedness kit is highly recommended. Any kit should include prescription medications.

Annually, Kitsap County conducts pre-storm season preparations to include briefings with County Officials to include schools, first responders and utilities; conduct winter season public education programs; and prepare equipment and resources for these types of events. In the past few years, Kitsap County DEM has developed and implemented new programs for winter

¹⁰¹ National Oceanic and Atmospheric Administration National Weather Service Seattle (2018)

storm mitigation, including the County’s Alert and Warning Program and Damage Assessment Program.

The Alert and Warning System provides hazard information, preparedness tips, and the ability to alert the public on impending hazardous events. The Damage Assessment Program, although used primarily for assessing private and public damage during an event, provides post-event analysis to use in future predictions of storm damage and potential mitigation efforts. The program contains over 700 identified critical facilities by type and response prioritization to better assess the damage in the county and coordinated response.

Mitigation Strategy

Severe Storm/Tornado Mitigation Strategy 1	
Encourage the public sector to prepare and maintain 14 days of emergency preparedness supplies.	
<ul style="list-style-type: none"> Grant funding has been identified and other grant opportunities will be pursued for this initiative. 	
Lead	KCDEM
Priority	High
Implementation Time	1 to 5 years. Portions of this strategy are currently being implemented, and they are included in these recommendations to emphasize the importance of the ongoing efforts and to support a future grant application to increase the efforts.
Implementation Cost	It is recommended that this strategy be included as part of the annual Department of Emergency Management’s Public Education Program budget.
Potential Funding Source	Local
Status	In progress and receiving ongoing support.

Severe Storm/Tornado Mitigation Strategy 2	
Reduce the risk of casualties due to lost/reduced 911 and EOC Capabilities.	
<ul style="list-style-type: none"> Procure an emergency generator with backup failover UPS for the joint Emergency Operations Center/Emergency Management & Kitsap911 Facility. 	
Lead	KCDEM
Priority	High
Implementation Time	2020-2021
Implementation Cost	\$250,000
Potential Funding Source	Local, State, Federal
Status	Pre-Application Submitted for HMGP and PDA Grants

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Drought Mitigation Strategies



Lead Agencies	Support Agencies
Public Utility Districts (all)	Kitsap County Fire Agencies
Water Purveyors (all)	Kitsap County Health District
	Tribal Nations

Hazard Overview

According to the National Drought Mitigation Center (NDMC), “drought is defined as a deficiency of precipitation over an extended period of time (usually a season or more), resulting in a water shortage.” The condition perceived as “drought” in a given location is the result of a significant decrease in water supply relative to what is “normal” in that area, particularly relative to the demands placed by humans on the water in that place. Washington State is one of the few states to have a statutory definition of drought (Revised Code of Washington Chapter 43.83B.400): “‘Drought condition’ means that the water supply for a geographical area or for a significant portion of a geographical area is below 75% of normal and the water shortage is likely to create undue hardships.”¹⁰²

Location

While Kitsap County may not experience severe drought (as defined above) frequently, the county does face abnormally dry conditions, which may impact community activities and capabilities. Drought may affect the entire county, or it can affect certain areas depending on conditions such as recent rainfall activity. The possibility of a prolonged drought does exist. Typically, average annual rainfall is about 41 inches;¹⁰³ however, there is a considerable difference in precipitation levels within the county. Several consecutive, hot, dry summer months can create parched and tinder-dry conditions. Extremely dry conditions could force the closure of forests to recreation, hunting, camping, and hiking. Campfires and outdoor burning are often limited for a couple of months each summer and longer during arid conditions.

Effects

The effects of drought can include loss of agricultural products, forest fires, loss of jobs in farming and forestry-related industries, loss of fish, and possible saltwater intrusion into the water table along Puget Sound, affecting local wells. Droughts are not expected to have a significant impact on the built environment. Drought conditions will increase the need for wildland fire suppression responses and limit the availability of supporting water sources. The primary impact of drought is expected to be on the agricultural sector.

Drought leads to an increased susceptibility to wildfires. In Washington State, 31% of critical environment areas are ranked moderate or higher for droughts.¹⁰⁴ Many of these regions include forested lands that are prone to wildfires during prolonged periods of dry weather. Drought

¹⁰² <https://app.leg.wa.gov/RCW/default.aspx?cite=43.83B.400>
¹⁰³ <http://kitsapeda.org/life-work/enviable-quality-of-life/location-and-climate/>
¹⁰⁴ Washington State Enhanced Hazard Mitigation Plan (2018)

conditions can impact short-term water availability and soil productivity. Persistent drought conditions for more extended periods can result in a significant threat to local ecological diversity.

Large areas supplied by one water system might have to resort to rationing. Residents on private wells may need to use water barrels if their wells become temporarily dry.

Extent

The extent of drought is presented in the table below.

Drought Severity Classification¹⁰⁵			
Category	Description	% of Normal Participation	Possible Impacts
D0	Abnormally Dry	<75% for 3 months	Short-term dryness slowing planting, growth of crops or pastures; fire risk above average.
D1	Moderate Drought	<70% for 3 months	Damage to crops, pastures; fire risk high; streams, reservoirs, or wells low; some water shortages are developing or imminent.
D2	Severe Drought	<65% for 6 months	Crop or pasture losses likely; fire risk very high; water shortages common.
D3	Extreme Drought	<60% for 6 months	Major crop/pasture losses; extreme fire danger; widespread water shortages.
D4	Exceptional Drought	<65% for 12 months	Exceptional and widespread crop/pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells, creating water emergencies.

Table 39: Drought Severity Classification

Building Stock and Critical Facilities by Jurisdiction Affected by Drought¹⁰⁶						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Unincorporated Kitsap County	87,985	87,985	100	249	249	100
Bainbridge Island	12,639	12,639	100	83	83	100
Bremerton	13,683	13,683	100	64	64	100
Port Orchard	6,708	6,708	100	39	39	100
Poulsbo	3,516	3,516	100	66	66	100
Port Madison Suquamish Reservation	4,579	4,579	100	7	7	100
Port Gamble S'Klallam Reservation	270	270	100	5	5	100%

¹⁰⁵ Table adapted from the US Drought Monitor Drought Severity Classification System: <https://droughtmonitor.unl.edu/AboutUSDMS/AbouttheData/DroughtClassification.aspx>

¹⁰⁶ Kitsap County GIS figures 2012

Building Stock and Critical Facilities by Jurisdiction Affected by Drought¹⁰⁶						
Jurisdiction	Total Building Stock	Building Stock in Hazard Area	% Building Stock in Hazard Area Jurisdiction	Total Critical Facilities	Total Critical Facilities in Hazard Area	% Critical Facilities in Hazard Area Jurisdiction
Totals (Kitsap)	129,380	129,380	100%	513	513	100%

Table 40: Building Stock and Critical Facilities by Jurisdiction Affected by Drought

History

Historically, drought has not been considered a problem in areas west of the Cascade Mountain Range, although Kitsap County has felt its effects in the past. Multiple measurable and documented droughts have hit the region in the past 100 years, but the following three are the most notable:

- April 1934 – March 1937: The longest drought in the region’s history.
- October 1976 – September 1977: The worst drought on record. Stream flows averaged between 30% and 70% of normal. Temperatures were higher than normal, which resulted in algae growth and fish kills.
- January – March 2001: the second driest winter on record in 106 years. Stream flows approached the low levels of the 1976-77 droughts.

Since 2000, the longest duration of drought in Washington State lasted 116 weeks beginning on January 7, 2014 and ending on March 22, 2016. The most intense period of drought occurred the week of August 25, 2015, when drought affected 84.64% of Washington land.¹⁰⁷

Probability of Future Events

Droughts will continue to occur in Kitsap County and are more likely during the warmer summer months. Predicting the future probability of drought is difficult because of the number of variables involved in modeling the underlying climatic conditions. Factors that impact whether drought will occur and how long it will last include atmospheric and ocean circulation, soil moisture, topography, land surface processes, and interactions between the air, land, and ocean, which ultimately influence temperature and precipitation. From the historical record, we know that climate is inherently variable and that anomalies of precipitation and temperature may last from several months to several decades. However, given the number of variables involved, it is difficult to predict future drought events. Climate change is making summers warmer with a correspondingly drier watercourse, leading to prairie expansion in the Puget Sound Region and increasing the likelihood of periods of drought.

Climate Change Impacts

Kitsap County has many creeks formed from rainfall-runoff. Kitsap thrives on rainfall filling the aquifers that provide fresh water to households and filling streams and lakes. Although the county has not experienced a serious drought in several years, dwindling aquifer and water sources could be an issue in the long term. Changes in the timing of streamflow related to shifting snowmelt

¹⁰⁷ National Integrated Drought Information System (2019), <https://www.drought.gov/drought/states/washington>

patterns are already being observed, reducing the supply of water and causing far-reaching ecological and socioeconomic consequences.

Drier soils increase the risk of wildfire. Climate change is likely to more than double the area in the Pacific Northwest that is burned by forest fires during an average year by the end of the 21st century. Higher temperatures and a lack of water can make trees more susceptible to pests and disease, and trees damaged or killed burn more readily than living trees. With that said, other factors also contribute to fires, and forests in the Western Cascades may be less vulnerable to climate change than those in the Eastern Cascades.¹⁰⁸

The primary economic force in Kitsap County is the Federal Government and its military bases and the supporting commercial industry. However, Kitsap County does have an agricultural and commercial fishing community, and it may need to adapt to a changing climatic environment.

The success of the agricultural system in the Pacific Northwest is rooted in its specific range of temperatures, precipitation, and growing seasons, as well as its irrigation systems. Changes to climatic cycles, snowmelt, and temperatures may put a significant burden on irrigation rivers. In some cases, however, climate change can provide positive results, providing longer growing seasons, more precipitation, and warmer winters. The region may need to adapt to changing conditions through technology and shifting its key agricultural products to offset some adverse impacts.

Vulnerability Summary

- Based on a 1-5 assessment scale and the evaluation of our four primary assessment categories, drought vulnerability and effect on Kitsap is considered "**low**," or there is little potential for a disaster during the next 25 years.
- Droughts will continue to occur in Kitsap County. History suggests a moderate probability of occurrence. Although the entire population of the county is vulnerable to the effects of drought, severity has historically been low, being more inconvenient than threatening. Locally, actual drought conditions have been limited to a few days, even during extended dry periods. Transportation and communications infrastructure would be minimally impacted, if at all. However, as growth places more pressure on limited local resources, future impacts may be more significant, suggesting moderate vulnerability.
- Kitsap County's population and industries continue to grow, and so does the demand for water. As usage approaches the limit of available water, any decrease in the normal flow will tend to exacerbate past problems. The county does not need severe drought conditions to experience a water shortage.
- Kitsap County is vulnerable to drought in the logging and wood products industries, as well as the recreational areas. Loss of income from hunters, campers, and tourists would not have a devastating effect on Kitsap County economics.
- Aside from the forests, local agriculture can be devastated by a prolonged drought. A shortage of water will also impact industries that depend on inexpensive water supplies, such as laundries and restaurants.

¹⁰⁸ What Climate Change Means for Washington, US Environmental Protection Agency (August 2016)

Conclusions

Droughts will continue to occur in Kitsap County. Drought-related forest and other wildfires will continue to occur in the County. During periods of drought, County and City governments must perform public education concerning water conservation and, when needed, institute water conservation activities such as the prohibition of lawn watering and car washing.

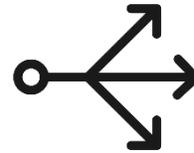
Mitigation Strategies

Drought Mitigation Strategy 1	
Identify cost-effective water conservation measures to be developed and implemented.	
<ul style="list-style-type: none"> • Note: Portions of this program are currently ongoing, and it is recommended that the strategy continue to receive agency and community support. 	
Lead	Public Utility Districts and Water Purveyors are identified as the lead agencies for mitigation strategy implementation. Fire Agencies, Tribal Nations and the Health District are recommended as support agencies to work with the lead agencies.
Priority	High
Implementation Time	1 to 3 years
Implementation Cost	Estimated \$10,000-\$50,000.
Potential Funding Source	Current Local agency budgets.
Status	In progress. Continue to support all three agencies in their endeavors to do this mitigation strategy.

Drought Mitigation Strategy 2	
Formulate policies for the conservation of water during times of water shortage and drought, policies to be implemented by governments, citizens, and businesses. This type of policy implementation is an ongoing program.	
<ul style="list-style-type: none"> • Funding sources identified for policy formulation as an ongoing project with Local budgeted funds is recommended. Future consideration for implementation of policies to potentially require utility rate increases. 	
Lead	The Public Utility Districts, Water Purveyors and Tribal Nations are identified as the lead agencies for mitigation strategy implementation with the support of the Fire Agencies and Health Districts.
Priority	Moderate
Implementation Time	1 to 3 years
Implementation Cost	To be projected and identified within current operational project budgets.
Potential Funding Source	Local, State
Status	In progress. Both Emergency Management and the Utility, Water Purveyors and Tribal Nations have brochures, etc., to assist in this project.

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Multi-Hazard Mitigation Strategies



Lead Agencies	Support Agencies
Kitsap County Department of Emergency Management	Kitsap Transit
City/County Public Works Departments	Washington State Ferry System
	Washington State Department of Transportation (WSDOT)
	Tribal Nations

Kitsap County, like most communities in the United States, began using an “all-hazards” planning approach versus planning for one specific hazard during the late ’80s. The rationale for this was very simple; most natural hazards have common denominators; road, closures, transportation issues, chain of command, and other issues that, once resolved, can then transcend to all hazards. This “all-hazards” planning approach has been used throughout the mitigation planning process.

Based on historical data, the probable future severity for all hazards is high. Both natural and technological hazards will impact Kitsap County and will continue to transcend all hazards, thus the need to plan for a multi-hazard approach.

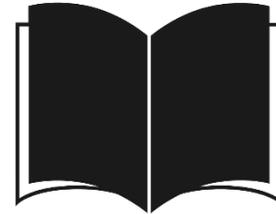
Mitigation Strategies

Multi-Hazard Mitigation Strategy 1	
<p>Examine potential road closures related to all risks. Compile a plan that identifies alternate access areas in cooperation with State and community officials. Several Local, State, and possibly Federal resources are currently conducting or have already completed this type of study. It is recommended that a Local task force be formed to bring all of the information developed under one comprehensive all-risk road plan.</p>	
<ul style="list-style-type: none"> • The Task Force needs to include the transit system, fire, Tribal Nations, Washington State Ferry System, state, county, and city law enforcement and members of the regional task force as needed. • This ongoing project needs to be elevated to State and Local task force level. • It is recommended that an intern position be developed to follow-up on and consolidate alternate route plans for road closures that currently exist. • Both Kitsap Transit and Emergency Management have worked closely on this project/strategy. In the interim, Kitsap County has been significantly involved in the last 3 years with the Puget Sound Regional Catastrophic Planning. As part of this plan, Kitsap and the planning committee have evaluated critical and vulnerable roads in Kitsap County and identified solutions or alternate routes in the case of a catastrophic event. 	
Lead	Public Works

Priority	Moderate
Implementation Time	1 to 9 years
Implementation Cost	Intern fees, office, and support costs estimated at \$56,000.
Potential Funding Source	Local, State, Federal
Status	In progress.

Multi-Hazard Mitigation Strategy 2	
Expand real estate disclosure to include all hazards.	
Lead	Research into this issue to be conducted by the Department of Emergency Management.
Priority	Moderate
Implementation Time	1 to 5 years
Implementation Cost	Initial costs unavailable regarding research actions.
Potential Funding Source	Local
Status	To be completed.

Multi-Hazard Public Education Programs Mitigation Strategies



Lead Agencies
Kitsap County Department of Emergency Management
Kitsap County Fire/Law Agencies
City/County Public Works Departments
Kitsap County Citizen Corps Council

Winter storms, earthquakes, technological incidents, and other emergencies have and will continue to impact Kitsap County in a number of ways. Historically, the first response for emergencies has been through the citizens in the affected community. It has been proven that if the citizens are prepared to care for themselves during the recommended three-day period, the less likely response will be required by the American Red Cross and other response agencies. Giving citizens the knowledge and understanding of how they can prepare for a disaster will enable them to provide for themselves, which allows the first responders to manage the more devastating effects of an emergency and to respond to and recover from the event more quickly.

In the past five years, Kitsap County and its jurisdictions have made great strides in increasing public awareness of hazards and how they can mitigate and prepare for these events. Such programs are commonplace and provided to citizens through various public campaigns or on agency websites. Here are some examples:

- Kitsap Public Health initiative to minimize the effects of pandemics.
- Kitsap County and City Public Works programs to promote programs to reduce hazardous materials spills and reporting to local officials.
- Kitsap County and City Public Works programs to provide public information regarding stormwater systems and how the public can help mitigate rainfall runoff during winter storms.
- Kitsap County and City Community Development programs to provide information to the public on flood-prone areas, land use, and a variety of other information through GIS programs and databases.
- Kitsap County Department of Emergency Management educational programs for earthquake mitigation for schools, businesses, and citizens of Kitsap County. A list of these programs is outlined in the next
- All these programs and others by a variety of different jurisdictions and agencies constitute an ongoing commitment to public education and awareness a foundation for mitigation of hazards in the County.

Kitsap County Department of Emergency Management (DEM) Public Education and Outreach Programs

<p>“Bolt It, Brace It – Do it” Program. Designed to teach local citizens and contractors on how to assess building structures for earthquake retrofitting and conduct the required modifications. This is a partnership program with the Homebuilders Association, Olympic Peninsula Chapter of International Code Council, and Simpson Strong-Tie.</p>
<p>Map Your Neighborhood Program. Designed to provide mitigation and preparedness information and training to neighborhood groups. The program is used to identify key resources in neighbor and the essential for training and exercising personnel in disaster preparedness. To date, Kitsap DEM has mapped approximately 200 neighborhoods in Kitsap County with several awarded the “Disaster Ready” for meeting all the criteria for preparedness.</p>
<p>Community Emergency Response Team (CERT). This nationally recognized CERT program was added in 2012 to promote community awareness and participation. This program provides a 10-week training program to develop community-specific CERT teams.</p>
<p>KREP School Preparedness Program. An ongoing program to train schoolteachers and staff to respond to a myriad of hazards associated with schools. Response teams are developed for hazard response, but the program also includes emergency preparedness for students. All public school districts and some private schools have been part of this program.</p>
<p>Alert and Warning Program. Using purchased software, Kitsap County DEM allows citizens to sign up for the “Alert and Warning Program to receive alerts, tips, and instructions on hazardous events in Kitsap. The Alert & Warning Program has been enhanced through the county formalizing, and MOU with FEAM and the State of Washington allows the county to send EAS, and WEA alerts directly to the County and adjacent counties during an emergency. Further, the Alert & Warning Program is transitioning into a formalized Community Warning System (CWS) with a Technical Advisory Committee (CTAC) charged with providing stakeholder input to the CWS Program. And Alert & Warning processes. The CWS program not only facilitates public opt-in registration, it allows for trained operators to select geo-targeted areas for notification and provides the call-in capability and group alerting for county personnel assets and specific focus groups. Over time the CTAC will develop alert and warning protocols for each of the actions to take in an emergency: SIP, Ready-Set-Go (Evacuate), Vertical Evacuate, Be On The Lookout, All Clear/Return to Normal initially.</p>
<p>Public Media Programs. Kitsap DEM has a website at www.kitsapdem.org for continued public mitigation, preparedness, response, and recovery information. Additionally, Facebook and Twitter accounts have been established and useful obtaining information on threats and hazards in Kitsap. Kitsap County DEM has been working with the local cable television station in Bremerton (BKAT) on a series of public and programmatic information vignettes to improve the public awareness on the functions or KCDEM and the actions the public can take to improve resilience.</p>
<p>Business Preparedness Programs. A program to support mitigation and preparedness for local governments, districts, and businesses in Kitsap. This program teaches mitigation to include evaluating structures for earthquake mitigation, providing employee training in emergency response, and individual/home preparedness information. The Business and Preparedness Program hosted a Business Continuity and Preparedness Planning workshop in 2019 and will be the beneficiary of a Security Forum for small businesses and nonprofits towards the close of 2019.</p>

Table 41: Kitsap County Department of Emergency Management (DEM) Public Education & Outreach

Mitigation Strategies

Multi-Hazard Public Education Programs Mitigation Strategy 1	
Enhance and support Public Education Programs including citizen involvement.	
<ul style="list-style-type: none"> Expand the Kitsap County Community Emergency Response Team (CERT) program to assist in the promotion of public preparedness and volunteerism. Use State Homeland Security Grant Funds to facilitate. CERT performs these functions in Kitsap County under KCDEM 	
Lead	KCDEM.
Priority	High
Implementation Time	1 to 5 years
Implementation Cost	\$5,000 - \$15,000 annually
Potential Funding Source	Local, State, Federal
Status	In progress. The Kitsap County Citizen Corps has been developed. Ongoing classes are held across the county.

Multi-Hazard Public Education Programs Mitigation Strategy 2	
Examine and support ongoing programs with a multi-jurisdictional approach for public education, public awareness, and the promotion of public participation. Specific Hazard Mitigation Public Education recommendations are detailed in the following strategies:	
<ul style="list-style-type: none"> Implement programs that use Public Education for Hazard Mitigation and emergency preparedness methods. This recommendation emphasizes the continuing support for the programs that exist and the development of further opportunities. It is recommended that these programs provide content guidance for 14-day preparedness kits and individual and community preparedness training. It is recommended that business and family emergency communication and preparedness plans be included in flyers available to the public. Work to develop additional preparedness education programs targeted towards Local business preparedness, including how to stay in business without power for 14 days. Funding would come from existing public education funds and unidentified funds, including State and Federal grant dollars. Note: KCDEM has initiated the means by which Kitsap County residents can share their perspectives on their level of concern for specific hazards as well as specific measures that have already been taken to mitigate against emergencies and disasters. The data collected from these surveys will continue to be used as a resource in all future hazard mitigation planning efforts. This will also enable KCDEM to target outreach and education efforts on given hazards to specific communities based on perceived risks versus actual risks. 	
Lead	The lead agency would be the Department of Emergency Management.
Priority	High
Implementation Time	1 to 3 years
Implementation Cost	Share the above \$78,000 identified staff time with an additional \$50,000 in support and printed materials annually.
Potential Funding Source	Local, State
Status	In progress.

Mitigation Strategies Updates from the 2013 Plan

The following are updates to the mitigation strategies from the last iteration of the MHMP that were completed or removed.

Flood Mitigation Strategy	
Provide a community-wide service to anchor mobile homes for qualifying citizens and encourage private individuals to anchor their own mobile homes.	
Lead	Volunteer agencies coordinated by local service organizations and KCDEM would take the lead for this strategy.
Status	Complete. Most mobiles in the county have been tied down per code.

Landslide/Erosion Mitigation Strategy	
Identify and recommend landslide mitigation measures for implementation throughout the community.	
<ul style="list-style-type: none"> • Task 1: Identify potential Landslide areas based upon historical data and existing geologic studies of the area (to include the addition of the Illahee Coastal Bluffs). • Task 2: Identify the resources to do the study for areas of influence located near critical areas and the contribution of those areas of influence on the Landslide problems in the identified critical areas. <p>Recommendation: This would entail setting up a process by which each jurisdiction would submit the geotechnical and geologic reports received as part of the land use and permitting process to the Kitsap County Dept. of Emergency Management (DEM) for review and indexing. Staff at DEM would need to be knowledgeable in this field, and the information on file would need to be readily accessible.</p> <ul style="list-style-type: none"> ○ Take Landslide Hazard Mitigation issues and recommendations to the Emergency Management Council for increased community-wide support. ○ Identify and recommend slide mitigation strategies for existing structures and future remodeling of structures. ○ Conduct a study to identify potential mitigation steps for the reduction of risk to life and property from landslides. ○ Study and improve runoff control systems for slide prone areas. ○ The lead agency would be the appropriate City or County, Tribal Nations Community Development Departments. ○ Establish a regionally funded program to review geotechnical and geologic reports submitted as part of the planning and permitting process. ○ Develop a Task List to include preferred providers and peer review methodology. Include minimum requirements for preferred providers to include 5 years in soil-related work. ○ Identify slide-prone areas and study specific mitigation steps to reduce existing risk and prevent increased risk. Examples of areas of this type are listed below: <ol style="list-style-type: none"> 1. Rolling Bay Walk 2. Crystal Springs Drive 3. Rockaway Beach 4. Fort Ward Hill 5. Prospect Point 6. Kingston Bluff 7. Suquamish Bluff 	

<p style="text-align: center;">8. Hood Canal Bluff</p> <p style="text-align: center;">9. Lower Wheaton Way Canyon</p> <ul style="list-style-type: none"> ○ Pursue pre-disaster and post-disaster Small Business Administration (SBA) loans for the implementation of landslide, slippage, erosion, and subsidence abatement strategies. ○ Tribal Nations have sovereignty from County land-use requirements. Tribal Nations will need to work on identification and mitigation measures on Tribal lands when grant funding/personnel are available. <p>Note: Funding for the above mitigation strategy recommendations would be Local unbudgeted funds combined with State and Federal Grants and administrative program funding. Although, recently conducted LIDAR Studies have been beneficial to the increased understanding and location of landslides in Kitsap. Since the studies, more refined mitigation strategies can be developed.</p>	
Lead	Various
Implementation Time	1 to 3 years with an ongoing project projection of 1 to 9 years.
Implementation Cost	It is recommended that \$150,000 be identified to start the engineering and cost studies needed to support this strategy.
Status	Complete.

Tsunami Mitigation Strategy	
<p>Response & Evacuation: Work with the Washington State Emergency Management Division Earthquake-Tsunami-Volcano Program to develop a “Tsunami Interpretive Information” sign. The sign should be based upon the existing “Washington State Geology” signs that are posted on the outer coast, but with a focus on Puget Sound geology and tsunami. The sign should also illustrate the appropriate responses during and after earthquake and tsunami events.</p>	
<ul style="list-style-type: none"> • Primary venues for signage should include high-use visitor/tourist areas such as the Bremerton and Port Orchard waterfronts, downtown Port Orchard, Gorst, the Washington State Ferry terminals and Puget Sound Naval Shipyard. • Washington State Emergency Management Division has, in the past, provided signs (free of cost) to local jurisdictions. Recommend matching funds with State EMD to secure two additional signs. 	
Lead	The lead agency for this strategy should be the Washington State Emergency Management Division in coordination with the Kitsap County Department of Emergency Management, Local Chambers of Commerce, and Emergency Management Council.
Implementation Time	1 to 2 years
Implementation Cost	The estimated cost per sign is \$1200. A total of 4 signs will be needed to provide adequate coverage of populated vulnerable areas. Total cost: \$4800.
Status	Complete.

Tsunami Mitigation Strategy	
Planning & Infrastructure: Initiate a collaborative planning effort between County/ City planners, State Government, and local citizens to review and revise existing zoning and land use designations to ensure future construction is sustainable.	
<ul style="list-style-type: none"> • If no established building codes are currently adopted, consider expanding project to redefine the standards for new waterfront construction. • The Kitsap County GIS Department should be contracted to provide the Best Available Science in compliance with the Washington State Growth Management Act. • Tribal Nations have sovereignty from County land-use requirements. Tribal Nations will need to work on identification and mitigation measures on Tribal lands when grant funding/personnel are available. 	
Lead	Lead agencies and private groups for this strategy would include the Board of County Commissioners and Mayors through the Emergency Management Council, Housing Authority, Local Chambers of Commerce, Department of Emergency Management, City/County Public Works Departments, at-risk population service agencies and volunteer organizations.
Implementation Time	1 to 4 years
Implementation Cost	Not available at time of publication.
Status	Complete. Ordinances are in place to protect the public from building “too close to the water” with 100 feet setbacks.

Fire Mitigation Strategy	
Increase and implement fire public education measures.	
Lead	The County Fire Marshall’s Office, in coordination with Local Fire Agencies, would take the lead in this program.
Implementation Time	1 to 3 years
Implementation Cost	Budget recommendations are for the use of existing funds should the fire agencies determine if current personnel are sufficient. The Steering Committee recommended a study be considered to determine if a Fire Public Educator is needed on a regional basis.
Status	Complete. This is now an ongoing program.

Flood Mitigation Strategy	
Develop a strategy to implement a flood control and riparian zone management process that ensures coordination of the municipalities with regard to stormwater management standards, zoning requirements, and building codes. The necessary steps to implement this strategy are:	
<ul style="list-style-type: none"> • Review and compare existing flood control standards, zoning, and building requirements and determine minimum acceptable standards for all municipalities. • Develop inter-jurisdictional mechanisms to ensure that the municipalities are aware of each other’s flood-prone areas and properly assign conditions of approval to projects that may affect them. • Tie this strategy into the implementation of a community-wide Geographic Information System (GIS). • Local funding resources are recommended for potential budget availability. 	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Develop and implement project proposals to reduce flooding and improve control of runoff within and upstream of flood-prone areas. This may include High Flow Bypass construction in intensely developed areas and buy out programs in frequently flooded areas.	
<ul style="list-style-type: none"> • It is recommended that City/County Public Works Departments pursue Federal and State grant funds to implement this strategy. Additionally, local matching and operational funds would need to be budgeted to implement the program. • KCPW is updating the Comprehensive Stormwater Plan as mentioned previously. While they may not be purely focused on the element envisioned, they are updating information and it is funded. 	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Identify, update, and maintain an inventory of privately owned and operated stormwater facilities that contribute runoff to flood-prone areas. Develop and implement guidelines to assess the flood risk and system effectiveness for the individual systems.	
<ul style="list-style-type: none"> • Identify significant un-mitigated man-made runoff generating activities or land uses that may be a contributing cause to public flooding. This project would be undertaken in order to expedite flood risk identification and propose specific area problem resolution. • Local funding would need to be identified to implement this strategy, and consideration is recommended for potential Federal Grant Application funds. This could encompass retrofitting or construction of flood control facilities. • Note: It is recommended that the project include a study of drainage areas, including the study of selected drainage areas for potential mitigation opportunities. 	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Identify locations where flooding has occurred on a repeated basis and conduct a cost-benefit analysis to determine if a flood buyout option would be cost-effective.	
<ul style="list-style-type: none"> • Local funding for the cost-benefit analysis would be needed for this process. • If deemed cost-effective, Federal Grant Application funds would be sought. 	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Evaluate City/County eligibility for the NFIP Community Rating System for improved flood plain management and NFIP eligible insurance premium discounts. Develop and implement a plan to meet the compliance with the NFIP.	
<ul style="list-style-type: none"> • Develop a plan to meet eligibility requirements over a five-year period. • Institute the program through City and County zoning ordinances. • Note: It is recommended that the project include a study of drainage areas, including the study of selected drainage areas for potential mitigation opportunities. 	
Status	Removed. Funding not available.

Severe Storm/Tornado Mitigation Strategy	
Encourage Water Utility Districts to coordinate the hazard planning, mitigation, and recovery activities through joint efforts of the Water PAK. These strategies would include but are not limited to:	
<ul style="list-style-type: none"> • Coordination of restoration priorities with Puget Sound Energy • Coordination of phone restoration with community-wide phone companies • Participation of Mutual Aid Programs with other utilities • Survey and retrofit facilities for high wind loads damage • The development of a Water PAK Emergency Response Plan 	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Pursue Federal Emergency Management Agency Disaster Housing/Home Repair Program to include mitigation measures for the private sector for multi-hazard risks.	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Encourage businesses and citizens in historic flood areas to raise valuables out of harm's way.	
Status	Removed. Funding not available.

Flood Mitigation Strategy	
Conduct cost-benefit analysis for flood buyout plan in areas where properties have had multiple flood losses.	
Status	Removed. Funding not available.

Landslide & Erosion Mitigation Strategy	
Identify and implement agricultural area erosion control measures to aid in the mitigation of identified Landslide related problems.	
<ul style="list-style-type: none"> • Funding recommendations are to seek State and Federal support funds. 	
Status	Removed. Funding not available.

Landslide & Erosion Strategy	
Landslide General Mitigation Strategy: Identify and implement community-wide erosion control measures.	
Status	Removed. Funding not available.

Earthquake Mitigation Strategy	
Design and implement an ongoing community-wide public seismic risk assessment program.	
<ul style="list-style-type: none"> • This project will require specific task development and may need to be based on the implementation of a community-wide GIS System and/or the implementation of Geologic Mapping Strategy number three. 	
Status	Removed due to lack of structures and staffing to implement this level of a program.

Earthquake Mitigation Strategy	
Identify and study ground motion, landslide, and primary liquefaction community wide. Include new data from the most recent earthquake studies affecting Kitsap County.	
<ul style="list-style-type: none"> • A special resource to be considered for the implementation of this strategy would be to request grant funding to use college and university graduate students for the planning and implementation of the study. • A recommended result of the study would be the ability to create liquefaction hazard mapping. 	
Status	Removed due to no longer viewed as a realistic strategy. Kitsap County currently does not have the LIDAR program. Information Systems (IS) GIS unit has generated liquefaction maps for the county and LIDAR data does exist for the community. This strategy will be reviewed in coordination with Community Development when a new KCDEM GIS employee is hired.

Earthquake Mitigation Strategy	
Develop and implement a program for seismic retrofit.	
<ul style="list-style-type: none"> • Funding has not been identified. • Constraints for this program are based upon the State of Washington's authority to approve tax incentives for mitigation programs. • Local incentives would require cooperation with insurance brokerage firms to lower rates on seismically retrofitted homes. • Incentive funding programs can be explored and modeled after Project Impact Communities for community revolving low-interest loans and loan of tools to accomplish the retrofit program. 	
Status	Removed. Funding not available.

Earthquake Mitigation Strategy	
Implement a community-wide water main and water delivery system risk assessment. Formulate alternatives to mitigate risk.	
<ul style="list-style-type: none"> • In addition to Local operational budgets, this project would require matching grant funds. • Coordinate the risk assessment with the identification of fire hydrants and perform risk analysis for fire protection. 	
Status	Removed. Funding not available.

Earthquake Mitigation Strategy	
Assess community-wide utility infrastructure with regard to earthquake risk, including public and private utilities (power and telephone systems).	
<ul style="list-style-type: none"> • In some cases, private and public rate increases may be considered for implementation of a proactive seismic safety program. • This program will need to be tied to, and be an active participant in, a regional GIS Mapping Project. • Note: The Kitsap Regional Coordinating Council (KRCC), in its current state, could not support such a program. It is recommended an assessment be made to identify specific recommendations that would accomplish the KRCC's participation. An estimate of what it would take to accomplish the KRCC participation is required 	
Status	Removed. Structures are not in place for success.

Earthquake Mitigation Strategy

Incorporate information and recommendations on water system issues identified in seismic studies into the Hazard Mitigation Plan.

- Those studies are:
 - Report Water System Earthquake Vulnerability Assessment for the City of Bremerton: Dames and Moore Group Company Job No. 05793-007-004, March 1997.
 - These reports are inclusive of Dam Break Inundation Analysis and Down Stream Hazard Classification, May 1996. (Prepared under contract to Dames & Moore by WEScorp) and Washington State Department of Ecology Dam Safety Section, Emergency Action Plan for the City of Bremerton Reservoir No. 4, May 1996.
- Funding for this project would need to include both State and Federal funding resources and potential private funding where appropriate.

Status	Removed. Funding not available.
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Drought Mitigation Strategy

Provide for additional research and compilation of water resource data regarding aquifer recharge areas. Identify long-term priorities vs. short-term priorities. The recommendation for implementation would be to partner with water purveyors, well owners, Tribal Nations, nursery owners, homebuilders, architectural and professionally certified programs including community vocational education classes.

Status	Removed. Funding not available.
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Tsunami Mitigation Strategy

Hazard Mapping & Modeling: Contract with the Kitsap County GIS Department to create a “Kitsap County Shore zone Inventory,” including a building footprint, for all lands within 1km of the shoreline. GIS staff should incorporate data gathered from ATC-21 Visual Assessments to enhance detail for critical infrastructure elements. The “Kitsap County Shore zone Inventory” should consist of a wide range of data to support future analyses of earthquakes and tsunami hazards.

- The NOAA Pacific Marine Environmental Laboratory (PMEL) located at Sand Point, Seattle, is actively developing tsunami models for Puget Sound. As model results and data improve, Kitsap County should be prepared to compare these data and results to existing local conditions. The “Kitsap County Shore zone Inventory” is a logical step toward this goal.
- Data access constraints at the Puget Sound Naval Shipyard may result in significant data gaps. Recommend initiating talks between Kitsap County GIS staff and PSNS Security/IT staff to discuss data-sharing possibilities.
- GIS has mapped shorelines for a worst-case 25-foot tsunami along any coastline of Kitsap.

Status	Removed. Funding not available.
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Tsunami Mitigation Strategy	
Transportation: Incorporate best available tsunami hazard mapping and modeling data into future planning efforts for protecting and planning for critical transportation (lifelines and infrastructure). Existing areas of concern include but are not limited to: (1) the Highway 3 / Highway 16 interchange at Gorst, (2) the Manette Bridge, and (3) Marine Drive.	
<ul style="list-style-type: none"> The Kitsap County GIS Department should work with GIS staff at WSDOT to identify key transportation lines that could be vulnerable to earthquakes and/or tsunami (e.g., those in low-lying areas, or those that are not compliant with current seismic codes). 	
Status	Removed. Funding not available.

Tsunami Mitigation Strategy	
Utilities: Design and implement a project to conduct geotechnical analyses of all utilities within 50 feet in elevation from mean higher high water (MHHW). Project results should include potential impacts from loss of service and plans to retrofit or replace vulnerable system components.	
<ul style="list-style-type: none"> Until more accurate inundation data is available from NOAA, or other sources, 50 feet in elevation from mean higher high water (MHHW) is a reasonable threshold for considering tsunami risk. Project costs will be incurred by appropriate Kitsap County Departments. Retrofit and/or replacement costs will be incurred by the appropriate service provider. 	
Status	Removed. Funding not available.

Terrorism & Civil Disturbance Mitigation Strategy	
Design and implement a community-wide first responder and citizens program including prevention, property protection, public education and awareness, emergency services, and structural project activities.	
<ul style="list-style-type: none"> Kitsap County Terrorism Planning Committee identifies all priorities for response for both training and equipment needs. Kitsap County Department of Emergency Management is the lead coordinating agency for Region 2 Homeland Security District. Through the U.S. Department of Homeland Security, funds have become available to train and equip first responders to respond to acts of terrorism. The Terrorism Plan is reviewed and updated annually as well as numerous committees meet to discuss interoperability initiatives, HLS equipment initiatives, training, and exercise, and National Incident Management (NIMS) Compliance. One example is Interoperable Communications, essential to response coordination. Exhibit VII-1 shows the framework for HLS Region 2's interoperable communications plan used to identify systems and processes to improve coordination among various agencies. Over the last five years, Kitsap County has been involved in numerous federal, state, and local programs to train and exercise responders and provide information to the public on being vigilant about terrorism. Because of the numerous military installations, Kitsap participates in multi-million-dollar exercises regarding radiological and terrorist events. As such, the military installations collaborate and exercise with the local on numerous disaster exercises, including all of the hazards mentioned in this section. This cooperation provides an ongoing successful program of working together and minimizing the effects of these hazards on Kitsap County. 	
Status	Removed. Terrorism is not a hazard being discussed in the 2019 MHMP due to focusing on natural hazards.

Multi-Hazard Mitigation Strategy	
Study and identify areas of geographical/geological influence affecting identified critical area hazards. Add identified areas of influence to critical areas geographic identification as part of the problems to be addressed. (Determine what the science is to identify areas of influence.) This strategy is to be done in coordination with the Landslide areas of influence Hazard Mitigation Strategy.	
<ul style="list-style-type: none"> • Note: It is recommended that consideration be given to make this a MULTI HAZARD demonstration grant project through FEMA. 	
Status	Removed. Funding not available.

Multi-Hazard Mitigation Strategy	
Areas of Impact Mitigation Strategy: Study non-traditional areas of impact such as:	
<ul style="list-style-type: none"> • Pre-identified critical areas that require monitoring and potential areas of influence near and adjoining these risk areas. • Identify single lot property owners who are in an area of influence to an adjoining critical risk area and determine what effects, if any, usage of the adjoining areas of influence have on the critical risk area. • Local funds recommended from future budget appropriations with potential grant applications from mitigation sources. • Identify infrastructure improvements for specific critical risk areas and identify the level of risk for which these improvements will be effective. • Funding sources would be a combination of Local funds and State and Federal matching grants. 	
Status	Removed. Funding not available. This is another mitigation strategy that would require strong participation from a regional GIS.

Multi-Hazard Mitigation Strategy	
Examine the feasibility of implementing building codes requiring underground utilities for new development where possible.	
Status	Removed. Funding not available.

Multi-Hazard Public Education Programs Mitigation Strategy	
Develop a Critical Risk Areas Educational Program, including expanding current programs where appropriate to include:	
<ul style="list-style-type: none"> • Assure the availability of accurate maps and information defining critical areas to the public and private sector. • Use advertisements to identify critical areas for the public to include mitigation strategies that individuals and businesses can implement. • Include lenders and insurance agents' cooperation and participation in the educational process. 	
Status	Removed. Funding not available. Will not be completed within five years with current staffing.

Multi-Hazard Public Education Programs Mitigation Strategy	
Use public education programs and meetings, including Public Access Television, to provide methods to identify and mitigate erosion area problems. Use Public Access Television to educate property owners and renters, both commercial and residential, on the definition and identification of erosion and land-shift problems and identify mitigation measures for the protection of private property.	
<ul style="list-style-type: none"> Funding recommendations are for State and Federal support funds. 	
Status	Removed. Funding not available.

Multi-Hazard Public Education Programs Mitigation Strategy	
Implement a public education program to alert the public on the dangers of and steps to reduce the risk of landslides on private property. Identify and implement public education programs on seismic safety and strengthening for homes, public spaces, schools, and businesses.	
<ul style="list-style-type: none"> This strategy is an ongoing project, and it is recommended that both Local government budget funding and Federal funds be used to more fully implement the program. 	
Status	Removed. Funding not available.

Fire Mitigation Strategy	
Identify the Urban Wild Land Fire interface problem areas, including the development of an urban fire risk map. This project would be dependent upon a Regional GIS program for mapping components.	
<ul style="list-style-type: none"> Study urban fire issues, including the development of recommendations for requiring fire retardant building materials and sprinklers where possible. 	
Status	Removed. Funding and staffing not available. The economic downturn had reduced staff and the ability to take on this strategy.

Fire Mitigation Strategy	
Offer community-based loan programs or other identified incentives to replace combustible roofing and to retrofit buildings with fire sprinkler systems.	
Status	Removed. Funding not available.

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City-Specific Mitigation Strategies

The following goals have been defined by the City of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo and are consistent with those in the basic MHMP update. These goals are applied to each of the hazard categories noted below, with associated strategies for 2019.

Goal 1:	Eliminate or reduce the long-term risk to human life and property from identified hazards.
Goal 2:	Aid both the private and public sectors in understanding the risks they may be exposed to and finding mitigation strategies to reduce those risks.

Each city's mitigation strategies and updates are outlined in their respective sections.

City of Bainbridge Island

Updates from the 2013 Plan

Strategy	Implementation Time	Remarks/Status
Develop and implement projects to improve control of runoff and flooding.	Based on the size of the project and availability of funds	Completed. <ul style="list-style-type: none"> • Flood Prevention: The City updated the Flood Damage Protection Ordinance (FDPO) updating the requirements for FEMA compliance related to the National Flood Insurance Program (NFIP). The City has also been involved with a Community Assistance Visit (CAV) process as FEMA has audited for compliance measures of the City's Flood Ordinance as adopted. • The City's National Pollutant Discharge Elimination System new NPDES Permit includes planning and inspection of projects related to control of soils, stability of soils and run-off at properties. • In the COBI, Capital Improvement Plan (CIP); Engineering has an Annual Drainage Program that addresses control of runoff. • Many studies and projects related to runoff and flooding have been completed. • A project is currently in design to replace the deep culvert under Eagle Harbor Dr. at McDonald Creek.
Inspect and identify trees and other objects that can pose a hazard during a storm	Ongoing/1-5 years	Completed. Ongoing strategy. Significant improvements have been made with city funds
Identify slide-prone areas and study-specific mitigation steps to reduce existing risk and	When funds were available	Completed. Various studies and projects related to slide and erosion issues have been completed:

Strategy	Implementation Time	Remarks/Status
prevent increase risks.		<ul style="list-style-type: none"> • A study was performed by Myers Biodynamics in 2006 to access shoreline road locations at Gertie Johnson, Manitou Beach Drive, and Country Club Road. • There are several shoreline road locations that are being monitored. The City currently has a project underway to repair the bulkhead at Country Club Road. The City has a contingency project identified in the CIP repairing the bulkhead at the medium bank section of Manitou Road. • The City has completed shoreline road stabilization projects in recent years at Rockaway Beach, Crystal Springs (south of Baker Hill near the public dock), and most recently Manitou Park. • Slides have occurred in the last 10 to 15 years at the following locations: South Beach Drive south of Toe Jam (private), Crystal Springs Drive north of Baker Hill (public and private), Rockaway Beach Road, Rolling Bay Walk/ Gerte Johnson Rd, Sunrise Drive north of Gerte Johnson Road, and Seabold near Adas Will Ln (private). Debris removal and repairs have occurred repeatedly at Rockaway, Crystal Springs, and Gerte Johnson. • For non-shoreline roads the City monitors several locations for movement and embankments and to make sure drainage is maintained. This includes Fort Ward Hill Road near South Beach, Toe Jam Hill road near south-beach, Blakley Hill Road, Halls Hill Road, and Gerte Johnson Road. • Information on slide hazard areas has been placed into the City GIS system.
Pursue seismic upgrades to equipment, infrastructure, and critical facilities	Ongoing/1-5 years	Some improvements completed. HMP funds may be sought for high-end projects
Aid both the private and public sectors in understanding the risks they may be exposed to and fund programs to mitigate.	Ongoing/1-5 years	Completed. Bainbridge has extensively provided disaster preparedness to citizens and businesses throughout the island, although ongoing commitment may require funds to amplify the program.

Strategy	Implementation Time	Remarks/Status
Study Tsunamis and improve mapping of tsunami risk areas on Bainbridge Island	1-2 years	Tsunami mapping has been completed: link to tsunami affecting mapping video simulation. https://www.bainbridgewa.gov/DocumentCenter/View/8145

2019 Mitigation Strategies

City of Bainbridge Island Mitigation Strategy 1	
Implement 2018 updates to the City Fire and Building Code. To be adopted in January 2020 and effective in July 2020. Updates include codes related to mitigating seismic, wildfire, flooding, and landslide risk.	
Lead	City of Bainbridge Island Planning & Community Development
Support	
Priority	High
Probability of Occurrence	High
Implementation Timeline	January – December 2020
Implementation Cost	\$25,000
Potential Funding Source	Local
Status	To be completed.

City of Bainbridge Island Mitigation Strategy 2	
Update to Bainbridge Island Wildfire Protection Plan (Originally developed in 2010, https://www.bifd.org/pdfs/CWPP%20Bainbridge%20Island.pdf) and develop community outreach and education campaign once the plan is published	
Lead	Bainbridge Island Fire Department
Support	City of Bainbridge Island Emergency Management
Priority	Moderate
Probability of Occurrence	Moderate
Implementation Timeline	2020
Implementation Cost	\$15,000
Potential Funding Source	Local
Status	To be completed.

City of Bainbridge Island Mitigation Strategy 3

Develop method to track active landslide activity of Bainbridge Island. Create map with current and historical data on landslide activity for use with community outreach efforts.

Lead	City of Bainbridge Island Planning & Community Development
Support	City of Bainbridge Island Emergency Management, City of Bainbridge Island Information Technology (GIS)
Priority	High
Probability of Occurrence	High
Implementation Timeline	2020-2022
Implementation Cost	\$10,000 per year
Benefit to Cost	Low, most vulnerable areas involve residential homes.
Potential Funding Source	Local
Status	To be completed. Bainbridge Island has many potential slide areas along coastal ways including Rockaway Beach area, Rolling Bay Walk and Fort Ward Hill. These areas are mostly residential and roads vulnerable to landslides.

City of Bainbridge Island Mitigation Strategy 4

Conduct community outreach programs related to personal preparedness with a focus on earthquake and wildfire risk. Includes: Community Emergency Response Team (CERT) training, Wilderness First Responder (WFR) training, and Map Your Neighborhood program implementation.

Lead	City of Bainbridge Island Emergency Management
Support	Bainbridge Island Fire Department, Bainbridge Prepares
Priority	High
Probability of Occurrence	High
Implementation Timeline	2020 - 2022
Implementation Cost	\$30,000 per year
Potential Funding Source	Local, State
Status	To be completed.

City of Bainbridge Island Mitigation Strategy 5

Update to Shoreline Master Plan to include data on sea-level rise and impacts to Bainbridge Island. Develop community outreach and education campaign once the plan is published.

Lead	City of Bainbridge Island Planning and Community Development
Support	
Priority	Moderate
Probability of Occurrence	Moderate
Implementation Timeline	2020
Implementation Cost	\$10,000
Potential Funding Source	Local
Status	To be completed.

City of Bremerton

Updates from the 2013 Plan

Strategy	Implementation Time	Remarks/Status
<p>Pursue seismic upgrades to the Bremerton water system and its components as identified in the report by Dames & Moore, March 1997 and in the City of Bremerton's</p> <p>6-year Capital Improvement Plan. Includes seismic protection of Jackson Park/NAD water main, seismic restraint/isolation valves on the Warren Avenue Bridge main</p>	6 years	Completed in 2017.
<p>Pursue seismic upgrades to the dam and provide improved monitoring and an early warning system in the event of an uncontrolled release of the reservoir caused by a dam failure as identified in the report by WoodardClyde Consultants, July 1997 and in the City of Bremerton's 6-year Capital Improvement Plan.</p>	1 year	Progress: Completed seismic bracing for the Casad Dam intake tower. Provide Mason County with a telephone warning system. Still looking for funding for an early warning system in the event of an uncontrolled release.
<p>Pursue seismic upgrades to equipment, infrastructure and critical facilities</p>	Ongoing	Ongoing program. Need additional funding.
<p>Aid both the private and public sectors in understanding the risks they may be exposed to and fund programs to mitigate.</p>	Ongoing	Support the County's Bolt and Brace Program for retrofitting older homes in Bremerton

2019 Mitigation Strategies

Bremerton Mitigation Strategy 1	
Improve citizen preparedness programs to include mitigating residential structures.	
Lead	KCDEM
Support	City of Bremerton
Priority	Low
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	\$10,000 per year
Benefit to Cost	Increase disaster preparedness and improve ability for structures to weather a disaster
Potential Funding Source	Local
Options & Discussion	This project is ongoing and involves a continued effort to get neighborhoods involved in preparedness.
Status	To be completed. This project is ongoing and involves a continued effort to get neighborhoods involved in preparedness

Bremerton Mitigation Strategy 2	
Provide pipeline redundancy and seismic protection for the cross-town main and transmission main under SR 3.	
Lead	City of Bremerton Public Works & Utilities
Support	Washington State Department of Health and Department of Ecology
Priority	Low
Probability of Occurrence	Low
Implementation Timeline	Undetermined
Implementation Cost	\$3,100,000
Potential Funding Source	Local, State, Federal
Options & Discussion	Improve water supply service after an earthquake.
Status	In progress.

Bremerton Mitigation Strategy 3	
Improve the retrofitting of older residences in the City of Bremerton.	
Lead	City of Bremerton Public Works & Utilities
Support	Kitsap County Department of Emergency Management
Priority	High
Probability of Occurrence	Moderate
Implementation Timeline	1-4 years
Implementation Cost	\$50,000
Benefit to Cost	High due to reducing uninsured damages after an earthquake.
Potential Funding Source	Local, State
Options & Discussion	Provide training and loans/funds to residence for retrofitting their homes to reduce the effects of a potential earthquake.
Status	Ongoing.

Bremerton Mitigation Strategy 4	
Develop and implement projects to improve control of runoff and flooding.	
Lead	City Engineering
Support	Community Development
Priority	Moderate
Probability of Occurrence	High
Implementation Timeline	Based on the size of project and availability of funds
Implementation Cost	\$250,000 per year
Benefit to Cost	Reduces erosion and road/infrastructure maintenance
Potential Funding Source	Local, State
Options & Discussion	When funds are available.
Status	In progress.

City of Port Orchard

Updates from the 2013 Plan

Strategy	Implementation Time	Remarks/Status
Seismic upgrades to equipment, infrastructure, critical facilities	Ongoing	Partially completed. Small projects accomplished in house. Ongoing and remains part of the plan.
Inspect and Identify trees and objects that pose a hazard during a storm	Ongoing	In progress. Ongoing projects are funded as funds become available. Remains part of the city's strategy.

2019 Mitigation Strategies

Port Orchard Mitigation Strategy 1	
Develop and implement projects to improve control of runoff and flooding.	
Lead	Public Works
Support	None
Priority	High
Probability of Occurrence	High
Implementation Timeline	Based on the size of the project and availability of funds
Implementation Cost	\$250,000 per year
Benefit to Cost	Reduces erosion and road/infrastructure maintenance
Potential Funding Source	Local, State
Options & Discussion	The City is contracting with a local engineering firm to develop a downtown Stormwater Retrofit Plan. One of the major topics of this study is improving runoff and flood control.
Status	In progress. Data is being collected for modeling and implementation of this plan. Deliverable to be received 2020. Cost estimates to be updated when data is available.

Port Orchard Mitigation Strategy 2

Improve citizen preparedness programs to include mitigating residential structures.

Lead	KCDEM
Support	City of Port Orchard
Priority	High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	\$10,000 per year
Benefit to Cost	Increase disaster preparedness and improve the ability for structures to weather a disaster
Potential Funding Source	Local
Options & Discussion	This project is ongoing and involves a continued effort to get neighborhoods involved in preparedness. The County DEM KPREP program for neighborhood and school preparedness has been widely used, but funds are needed to provide ongoing training and equipment for preparedness.
Status	In progress.

Port Orchard Mitigation Strategy 3

Pursue seismic upgrades to equipment, infrastructure, and critical facilities.

Lead	City of Port Orchard Engineering
Support	Kitsap County Department of Emergency Management
Priority	High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	To be determined as projects are authorized. Agency may pursue HMG funding and low-interest loans to complete projects.
Benefit to Cost	Beneficial to earthquake survivability
Potential Funding Source	Local, State
Options & Discussion	None
Status	To be completed. Ongoing retrofit as part of capital improvement plan implementation.

Port Orchard Mitigation Strategy 4

Evaluate water and sewer utilities within 50 feet of shoreline. In addition, The City is redesigning and retrofitting the City's Marina Sanitary Sewer Lift Station.

Lead	City of Port Orchard Engineering
Support	West Sound Utilities District
Priority	High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	Based on an initial assessment of mitigating high tide and winter storm flood events. The study would cost approximately \$150,000.
Benefit to Cost	Undetermined.
Potential Funding Source	Local, State
Options & Discussion	The City continues to evaluate water and sanitary sewer facilities within 50 feet of the shoreline as it implements its capital facilities plan.
Status	In progress.

Additionally, the City of Port Orchard has reviewed the mitigation strategies in the base plan and will participate in those applicable to the hazards associated with Port Orchard. Please note that only the City Council can commit funds and significant resources to any strategy.

Flooding

- The City will participate in the review of flood control and riparian zone management process with regard to stormwater management standards, zoning requirements, and building codes.
- The City will participate in the annual countywide meeting to review regulatory permitting and maintenance activities in flood-prone areas.
- When flooding problems are identified, the City will develop project proposals to reduce the flooding. Implementation would be dependent upon adequate financing and other factors.
- The City will maintain an inventory of privately-owned stormwater systems and use this data when assessing potential flooding problems.

Severe Storms

- As part of its public education program, the City will continue to stress the importance of being self-sufficient for at least three days with food, water, and other essentials.
- The City will continue to maintain its emergency response plan for the water utility.

Landslides/Erosion

- The City will provide available information to the County GIS system to identify potential landslide areas for GIS mapping.

Earthquake

- The City will participate in the countywide seismic risk assessment program with the Department of Emergency Management as the lead agency.
- The City would provide relevant available data to help identify areas prone to ground motion, landslide, and liquefaction.
- To the extent feasible, the City would participate in Kitsap County's USGS-UW Geological mapping effort.
- The City's water and sanitary sewer systems will be included in the countywide assessment in regard to earthquake mitigation.
- If appropriate funding programs are available, the City will participate in a program to encourage seismic retrofitting of public and private properties.
- The City will continue to assess the water main and water delivery system and cooperate with the lead agency, as possible.
- The City would incorporate hazard mitigation improvements in the Water System Plan and Hazard Mitigation Plan, as appropriate.

- The City will continue to include seismic retrofit concepts in its public education efforts.

Drought

- The City will continue to partner with the water purveyors within the corporate limits to research and compile water resource data, particularly in the aquifer recharge areas, as they are identified.
- The City will continue to emphasize water conservation, particularly for times of drought.
- The City will formulate a policy for water distribution for times of drought

Tsunami

- The City will participate in countywide workshops to educate the public about tsunamis and responses to those events.
- The City will participate in countywide tsunami mitigation strategies, as funding is available.
- The City will post appropriate tsunami informational signs if they are provided and comply with municipal codes.
- The City will participate in a countywide public educational effort by distributing informational brochures.
- The City will provide relevant and available information to Kitsap County GIS for its Kitsap County Shorezone Inventory.
- The City will participate in the countywide transportation mapping effort by providing relevant and available information to Kitsap County.
- If appropriate funding is available, the City would have a qualified person perform a geotechnical analysis of the water and sewer utilities within 50 feet of the shoreline.
- The City will participate in tabletop training exercises involving large-size debris removal associated with a tsunami.
- The City would participate in a countywide review of zoning and land-use rules as they relate to tsunamis.

Multi-Hazards

- The City will participate in a comprehensive all-risk road plan.
- The City will provide relevant and available information for a countywide critical area hazard review.
- If appropriate funding is available, the City will participate in countywide studies of nontraditional areas of impacts.

Multi-Hazard Public Education Programs

- The City will enhance and support countywide public education programs for multi-hazard responses.
- The City will support. on-going programs for countywide programs to include public participation in the planning effort.
- The City will participate in a countywide critical risk area educational program.
- If appropriate funding is available, the City will participate in a countywide public educational program.
- The City will participate in public education programs.

Fire Mitigation Studies

- The fire authority for the City is Kitsap County Fire District #7, and the City has a close working relationship with the firefighting professionals and will continue to cooperate on joint ventures.

City of Poulsbo

Updates to the 2013 Plan

Strategy	Implementation Time	Remarks/Status
Pursue seismic upgrades to equipment, infrastructure, and critical facilities	Ongoing	This strategy has been implemented to all City of Poulsbo infrastructure improvements. Costs TBD.
Inspect and identify trees and other objects within falling distance of critical facilities to determine if they pose a hazard during a storm.	Ongoing.	Areas of improvement were identified and evaluated for future funding with the budget or as HMG funds were available. This strategy has been implemented. No changes.

2019 Mitigation Strategies

Poulsbo Mitigation Strategy 1	
Pursue seismic upgrades to equipment, infrastructure, and critical facilities.	
Lead	City of Poulsbo Engineering
Support	Kitsap County Department of Emergency Management
Priority	High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	To be determined as projects are authorized. Agency may pursue HMG funding and low-interest loans to complete projects.
Benefit to Cost	Beneficial to earthquake survivability
Potential Funding Source	Local
Options & Discussion	None
Status	In progress. This strategy has and will to continue to be implemented to all City of Poulsbo infrastructure improvements. Costs TBD.

Poulsbo Mitigation Strategy 2	
Inspect and identify trees and other objects within falling distance of critical facilities to determine if they pose a hazard during a storm.	
Lead	City of Poulsbo
Support	Kitsap PUD #1
Category & Priority	Cat II/High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	\$25,000 per year
Benefit to Cost	Reduces problem areas associated with significant wind and rain events.
Potential Funding Source	Local
Options & Discussion	Areas of improvement are identified and evaluated for future funding with the budget or as HMG funds are available.
Status	In progress. This strategy has been implemented and will continue to be implemented.

Poulsbo Mitigation Strategy 3	
Develop and implement projects to improve control of runoff and flooding.	
Lead	City of Poulsbo Engineering
Support	City of Poulsbo Public Works
Category & Priority	Cat I/Medium
Probability of Occurrence	High
Implementation Timeline	Based on the size of the project and availability of funds
Implementation Cost	\$250,000 per year
Benefit to Cost	Reduces erosion and road/infrastructure maintenance
Potential Funding Source	Local, State
Options & Discussion	When funds are available.
Status	In progress. This strategy continues to be implemented. This is an ongoing project that is dependent on the size of projects and available funds.

Poulsbo Mitigation Strategy 4

Improve citizen preparedness programs to include mitigating residential structures.

Lead	Kitsap County Emergency Management
Support	City of Poulsbo
Category & Priority	All Categories/High
Probability of Occurrence	High
Implementation Timeline	Ongoing
Implementation Cost	\$10,000 per year
Benefit to Cost	Increase disaster preparedness and improve the ability for structures to weather a disaster
Potential Funding Source	Local
Options & Discussion	This project is ongoing and involves a continued effort to get neighborhoods involved in preparedness. The County DEM KPREP program for neighborhood and school preparedness has been widely used, but funds are needed to provide ongoing training and equipment for preparedness. In addition, a Community Emergency Response Team (CERT) will be formed for the City of Poulsbo in 2014.
Status	In progress. This strategy has been implemented and will continue to be.

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Future Actions & Goals

Summary

The Kitsap County Multi-Hazard Mitigation Plan and Identified Hazard Mitigation Program Strategies establish the framework within which the post-disaster and day-to-day mitigation activities of the community may be carried out on a prioritized and regional basis.

The Plan is based upon the experience of the region through the input of the Hazard Mitigation and Recovery Team Steering Committee, the 2019 City and Special Purpose District Planning Partners, the Department of Emergency Management and the input of the community.

The plan recognizes the varied conditions that exist and can be found throughout Kitsap County. No single mitigation strategy will effectively meet the needs of all of the communities. However, by embracing the regional coordinated approach and objectives found in this plan, Kitsap County can take significant strides toward the efficient and effective use of its resources to resolve and mitigate the community's identified hazards.

One of the most important accomplishments of the Hazard Mitigation planning project was the process itself, where the participants shared information, resources, and methodologies – community-wide, for the benefit of reducing or eliminating risk to Critical Areas.

Future Actions

Kitsap County Emergency Management Council

The Kitsap County Emergency Management Council should review and adopt portions of or all of the Hazard Mitigation Plan and Strategy Recommendations.

- Each member of the Emergency Management Council will support and bring back to their individual political subdivisions, the recommendations adopted by the Council for implementation and coordination on a regional basis.
- The Council will review and adopt, as necessary, the work of the Multi-Hazard Mitigation Planning Committee on an annual basis.

Kitsap County Hazard Mitigation Planning Committee

The Kitsap County Hazard Mitigation Planning Committee (HMPC) should meet annually early in the 4th quarter, to review the progress made in the current year, on the identification of resources and implementation of the Hazard Mitigation strategies. It should also seek input on future unidentified Hazard Mitigation programs and strategies.

1. The KCDEM Mitigation, Operations and GIS Officer should perform an annual review of the Multi-Hazard Mitigation Plan as needed by contacting and working with each Hazard Mitigation Strategy's Lead Agency to develop a progress report per funding and implementation of the strategies recommended in the current MHMP; and

2. Review and document revisions and/or additions to the County Multi-Hazard Mitigation Plan and work to identify new, or revise existing, Hazard Mitigation strategies to be pursued within the county.
3. The Mitigation, Operations and GIS Officer should meet annually with the Kitsap County Hazard Mitigation Planning Committee to provide a status update to the MHMP program; and
4. Submit an annual mitigation program status report to the Director in the fourth quarter, to present to the Emergency Management Council (1st quarter on the next calendar year).

Long-Term Goals & Strategies

Goal 1:	Work towards the reduction of long-term risk to human life and property from identified hazards.
Goal 2:	Capacity build the private and public sectors on the risks they may be exposed to and mitigation strategies they may use to reduce those risks
Goal 3:	Work towards reducing the risk of exposure to identified hazards.
Goal 4:	Work towards minimizing impacts of risks when they cannot be avoided.
Goal 5:	Work towards reducing the impacts of damage as a result of identified hazards.
Goal 6:	Work towards reducing negative impacts on the environment of mitigation strategies.
Goal 7:	Mitigation is most successful when it grows from Local and regional planning activities. Capture and document local planning efforts and existing interagency group efforts to inform the mitigation planning process.
Goal 8:	Develop a funding matrix based on priorities for mitigation strategies and funding partners/donors' priorities, agendas, themes, and conditions.
Goal 9:	Establish and document a process to accomplish annual Hazard Mitigation Plan updates based on quarterly requirements.

Table 42: Long-Term Goals & Strategies

Appendix A: Participating City Profiles

In this section, each jurisdiction is described, including its community assets at risk to hazards. Information is taken from the 2019 Hazard Identification & Vulnerability Assessment (HIVA). Assets are defined broadly to include anything that is important to the character and function of a community and can be described very generally in the following four categories:

- People
- Economy
- Built environment
- Natural environment

Although all assets may be affected by hazards, some assets are more vulnerable because of their physical characteristics or socioeconomic uses.

The profiles are presented in the following order:

- Bainbridge Island
- Bremerton
- Poulsbo
- Port Orchard

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Bainbridge Island



Bainbridge Island is located east of the main Kitsap peninsula, separated by Agate Passage to the north, the main body of Puget Sound to the east, Rich Passage Inlet to the south, and Port Orchard Bay to the west. The island is approximately five miles wide and ten miles long, encompassing nearly 17,778 acres, and is one of the larger islands in Puget Sound. Through island annexes in 1991, the City of Winslow, 2 miles square and with a little over 3,000 residents, grew to over 27 square miles and a population today of 24,522, making it the second-largest city in the County.¹⁰⁹

As a noncharter code city, Bainbridge Island originally operated under a mayor / council form of government. The form of government has been changed following a May 19, 2009 vote in which a majority of islanders expressed a preference for the council / manager form of government. This form of government is regulated under the Revised Code of Washington (RCW) 35A.13.

The city manager reports to and is appointed by the City Council. The City Council's seven members are elected in non-partisan elections for four-year staggered terms. The Bainbridge Island City government provides services in the areas of Public Works, Planning and Community Development, Finance, Municipal Court, and Police.

Bainbridge Island has State, County, and municipal parks, in addition to shoreline access from many City-owned roads. There are golf courses, tennis courts, and youth playfields on the island. The City is also home to the Kids Discovery Museum and the Bainbridge Historical Museum.

People

Population Overview

The island is characterized by professional, scientific employment, construction, and education. Many professionals transit daily to downtown Seattle. The City is mostly rural with an urban center (formerly the City of Winslow) located at the ferry landing.

Bainbridge Island Population Information ¹¹⁰				
Population	Population Density	Number of Households	Median Household Income	Under 65 with a Disability
24,870 (2019)	901 per sq. mi (2019)	10,246 (2019)	\$118,382 (2019)	4.8% (2017)

Table 43: Bainbridge Island Population Information

Age Distribution

The following figure shows the distribution of age on Bainbridge Island. Overall, the city's population has a typical distribution with a slightly higher "baby boomer" group. There are several

¹⁰⁹ United States Census Bureau (2017)

¹¹⁰ Esri Demographics (2019)

senior/assist facilities on the island, mostly located in the city's urban center. The senior population has grown consistent with national trends.

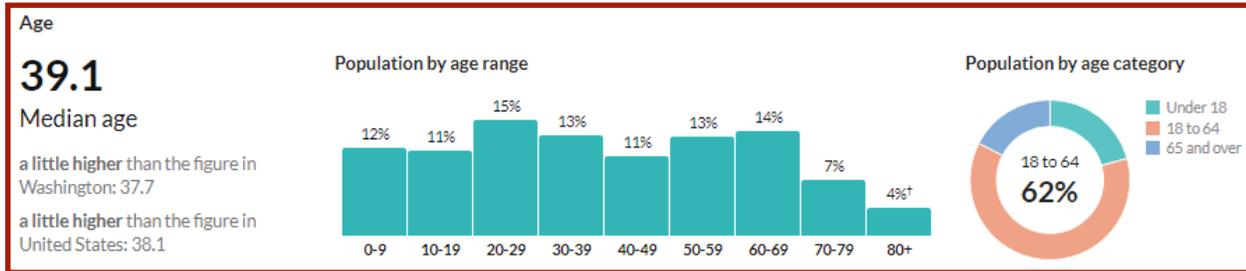


Figure 36: Age Distribution

Bainbridge Island (Updated Jan 2019)
Kitsap Sub-County Populations with Functional and Access Needs Estimates

The Kitsap Populations with Functional and Access Needs Report is designed to provide estimated numbers of people in populations who might need additional assistance or have special needs in an emergency situation or unforeseen event. These estimates, while originally compiled for emergency preparedness planning, can be also used for other health or community planning work.

Number of Births per year [§] (9)	147	Persons with disability (age 5+) ^{†*} (1)	1,935
Children (age birth-19) [#] (2)	5,442	Ambulatory difficulty (age 5+) [#] (1)	817
Seniors (age 85+) [#] (2)	709	Developmental disability [*] (6)	691
Seniors (age 65+) living alone [#] (1)	1,274	Persons with hearing difficulty [#] (1)	811
Immigrants (entered US 2010+) [#] (1)	ZZ	Persons with vision difficulty [#] (1)	ZZ
Limited English or non-English proficient [#] (1)	ZZ	Electricity dependent adults [§] (3)	97
Persons living below 100% of poverty [#] (1)	ZZ	Medically dependent adults [§] (7)	4,199
Children 0-17 living below 100% of poverty [#] (1)	ZZ	Serious mental illness [*] (5)	674
Households with no vehicle access [#] (1)	ZZ	Adults with substance dependence or abuse [*] (8)	1,468
Persons commuting 45+ minutes [#] (1)	4,637	K-12 students experiencing homelessness [#] (4)	18
		Persons living in group quarters [#] (1)	ZZ

Sources:

- American Community Survey, 2013-17
- Washington State Office of Financial Management, Small Area Demographic Estimates, 2017
- US Dept. of Health and Human Services. Accessed at: <https://www.phs.gov/empowerme/Pages/default.aspx>
- Office of Superintendent of Public Instruction, 2016-17. <http://www.k12.wa.us/HomelessEd/Data.aspx>
- Mental Disorders in America, 2015. Accessed at: <http://www.nimh.nih.gov/health/publications/the-numbers-count-mental-disorders-in-america/index.shtml>
- CDC Developmental Disabilities. Accessed at: <https://www.cdc.gov/nchs/ddd/developmentaldisabilities/about.htm>
- Behavioral Risk Factor Surveillance System 2012-16, Kitsap County analysis
- Substance Abuse and Mental Health Services Administration, 2015-16. Accessed at: <http://www.samhsa.gov/>
- WA Dept. of Health, Birth Certificate Database, 2017.

Bainbridge Island School District and ZIP Code

Legend:
 Bainbridge Island School District
 Bainbridge Island ZIP Code

Important Notes:

^{*}Civilian, noninstitutionalized only
[†]Region estimate based on U.S. national estimates by age.
[§]Region estimate based on zip code boundaries.
[#]Region estimate based on school district boundaries.
 ZZ This estimate is unreliable enough that no estimate was displayed (see page 2).

Bainbridge Island Population (2)		
2017 Estimates [#]	People	Percent of Kitsap
Bainbridge Island	23,950	9%

Households on Bainbridge Island (1)		
2013-17	9,679	

Table 44: Bainbridge Island Vulnerable Population

Bainbridge Island Population Density

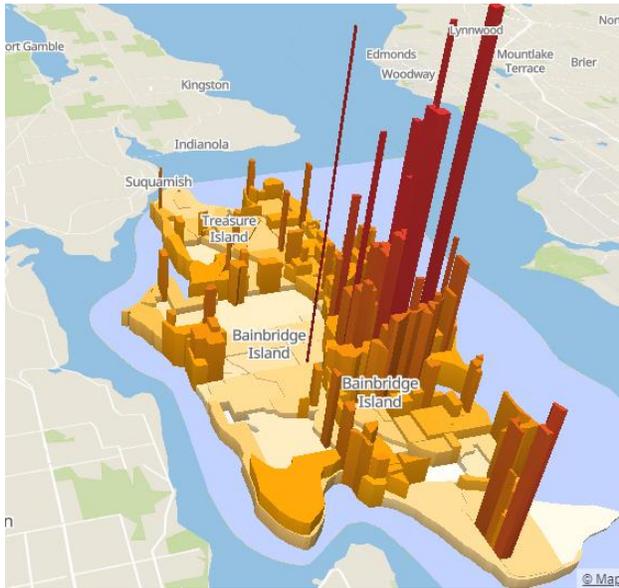


Figure 37: Bainbridge Island Population Density, © OpenStreetMap Contributors

Economy

The city is primarily residential, with some commercial light manufacturing, recreation, agriculture, and open space. The principal economic base consists of retail outlets/offices, Bainbridge Island School District, and light industry.

Bainbridge Island has four centers of commerce and has become noted for its active online business community. Winslow is the downtown core and has most of the shopping and dining. Lynwood Center on the south end of the island has several restaurants and a small hotel. Centrally located, Fletcher Bay has a small grocery store and one restaurant. Rolling Bay, on the east side of the island, is a small commercial center with Bay Hay and Feed, the Bud Hawk Post Office, and several shops. There are 1,767 businesses licensed

on the island; 923 are commercial-based licenses, and 844 are home-based licenses.¹¹¹

Built Environment

Land Use

Land use on Bainbridge Island is primarily residential with some commercial, light manufacturing, recreation, agriculture, and open space. Table 18 provides information on housing units on Bainbridge Island. As also noted in the table, most of the Island’s structures are recently built structures. Total building stock is 12,639 with 82 critical facilities. Critical facilities are those identified by the City as vital to emergency response and citizen safety and are part of Kitsap County’s Damage Assessment Program. Table 16 includes a list of facilities and their locations.

Based on the 2015 Hazus risk assessment, the table below highlights some of the buildings in the City of Bainbridge that are affected by flooding, tsunami, earthquake, and landslide.

City of Bainbridge Areas of Mitigation Interest ¹¹²						
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type	
Single Family Home	10680 NE Gertie Johnson Road	\$501,000	\$247,000	49%	Flood	
Hyla Middle School	7861 NE Bucklin Hill Road	\$290,000	\$266,000	91%	Earthquake	
Bainbridge Island Fire Department Station #22	Fire Department Station #22 7934 NE Bucklin Hill Road	\$377,000	\$202,000	53%	Earthquake	

¹¹¹ COBI Finance Department, Bainbridge Island (2019)

¹¹² FEMA Risk Report for Kitsap County (2015)

City of Bainbridge Areas of Mitigation Interest ¹¹²						
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type	
Single Family Home	5151 Crystal Springs Dr. NE	\$501,000	\$366,000	73%	Earthquake, Landslide	
Shopping Center/Mixed Retail	4569 Lynwood Center Rd. NE	\$2.39 million	\$2.29 million	96%	Earthquake	

Table 45: City of Bainbridge Areas of Mitigation Interest

Housing

Eleven percent of the City of Bainbridge’s buildings are located in the moderate-high liquefaction zone, with 3,082 of them built before modern building codes, increasing the risk of significant damage to an earthquake. It also has 177 buildings within the landslide zone, representing \$55M in value.¹¹³

Residential Structures		
Type	Estimate	Percent
Housing Occupancy		
Total housing units	10,340	10,340
Occupied housing units	9,679	93.6%
Vacant housing units	661	6.4%
Homeowner vacancy rate	0.9	(X)
Rental vacancy rate	0.0	(X)
Units in Structure		
Total housing units	10,340	10,340
1-unit, detached	7,907	76.5%
1-unit, attached	448	4.3%
2 units	187	1.8%
3 or 4 units	179	1.7%
5 to 9 units	375	3.6%
10 to 19 units	369	3.6%
20 or more units	609	5.9%
Mobile home	257	2.5%
Boat, RV, van, etc.	9	0.1%
Year Structure Built		
Total housing units	10,340	10,340
Built 2014 or later	142	1.4%
Built 2010 to 2013	326	3.2%
Built 2000 to 2009	2,188	21.2%
Built 1990 to 1999	2,085	20.2%
Built 1980 to 1989	1,398	13.5%

¹¹³ FEMA Risk Report for Kitsap County (2015)

Residential Structures		
Type	Estimate	Percent
Built 1970 to 1979	1,660	16.1%
Built 1960 to 1969	662	6.4%
Built 1950 to 1959	361	3.5%
Built 1940 to 1949	495	4.8%
Built 1939 or earlier	1,023	9.9%

Table 46: Bainbridge Island Housing Characteristics 2013-2017 American Community Survey 5-Year Estimates (US Census)

Infrastructure

Transportation, Communications, and Utilities

Bainbridge Island is served by the Washington State Ferries system, which docks in the downtown Winslow area. State Route (SR) 305 connects the ferry terminal with SR 3 in Poulsbo. The island also has an extensive system of arterials, suburban, and local public streets. Kitsap Transit operates a commuter system in the City, which is coordinated with the ferry schedule; Kitsap Transit also offers a dial-a-ride service. There are several designated transit stops in Winslow, but, for the rest of the island, transit “stops” are generally wherever riders flag down buses on their routes.

Bainbridge Island is connected to the Kitsap Peninsula by the Agate Pass Bridge, carrying SR 305 over Agate Passage. The Agate Pass Bridge, built in the 1950s, is the only fixed transportation route to the island. The island is not serviced by any other bridge and therefore must rely on maritime service should the bridge be damaged. The only other public way off of the island is by the Seattle–Bainbridge ferry, the Washington State Ferries service from the dock at Winslow in Eagle Harbor to Colman Dock (Pier 52) in Seattle.

The City is provided electrical service by the City. The City provides sewer service to approximately 6,000 residents within two separate areas known as the Winslow Sewer Service Area and the South Island Sewer Service Area. Sewer District 7 operates the South Island wastewater treatment plant. The rest of the City is provided sewer service by on-site septic systems. The City provides water service to approximately 6,000 residents within four separate water service areas known as the Winslow, Rockaway Beach, Public Works, and Casey Street Water Systems.

Residents are also provided water service by several other water systems operated by providers known as Kitsap Public Utilities District, Washington Water, and Northwest Water. There is also a multitude of smaller water systems and individual wells operated by homeowners’ associations and individuals who serve the remaining residents in the city.

Critical Facilities

A list of critical City-owned and non-City-owned facilities can be found at the end of this section in Table 16.

Critical City-owned facilities include:

- City Hall

- Public Works facilities
- Police station
- Fire Stations
- Main wastewater treatment facility
- Reservoir facilities at High School Road, Old Creosote Road, and Knechtel and Grand
- Well fields at the Head of the Bay, Fletcher Bay, and Rockaway Beach
- 17 sewage pumps stations

Critical non-City-owned facilities include:

- Agate Pass bridge and Winslow Ferry Terminal
- Five elementary schools
- Three middle/intermediate schools
- Two high schools
- Three alternate schools
- Four medical centers
- Senior assistance centers
- Various parks and a nature preserve

Cultural Resources

The City of Bainbridge Island has seven historic properties registered with the federal register and 35 historic properties registered with the local historic register. There are 19 heritage trees on the island.¹¹⁴

The island has two museums: Kids Discovery Museum (KiDiMu) and the Bainbridge Island Historical Museum.¹¹⁵ The island is also home to the Japanese American Exclusion Memorial, an outdoor exhibit commemorating the internment of Japanese Americans from Bainbridge Island in the state of Washington. Bainbridge Island also has several parks, learning centers, religious centers, and a nature preserve. Table 16 below includes some of the most critical cultural facilities.

Bainbridge Island Critical Facilities			
#	Name	Address	Description
City-Owned			
1	City Hall	280 Madison Ave	City Hall
2	Police Department	625 Winslow Way East	Police Department
3	Fire Department	8895 Madison Ave NE	Fire Department Station 21 - Headquarters
4	Fire Department	7934 NE Bucklin Hill Road	Fire Department Station 22 (as of June 2019, closed for construction)
5	Fire Department	12985 Phelps Road	Fire Department Station 23
6	Senior Center/Commons	Water Front Park	Senior Center/Commons
7	Public Works Facility	7305 Hidden Cove Road	Public Works Facility
8	Municipal Court	10255 NE Valley RD	Municipal Court

¹¹⁴ City of Bainbridge Island - Planning Department (2019)

¹¹⁵ City of Bainbridge Island - Planning Department (2019)

Bainbridge Island Critical Facilities			
#	Name	Address	Description
9	Head of Bay Well Site	7290 Wyatt Way	Wells, treatment, booster pumps
10	Sands Avenue Well Site	8499 Sands Avenue NE	Wells, treatment, booster pumps
11	Fletcher Bay Well Site	5579 N.E. Foster Road	Well, treatment, booster pump
12	Commodore Well Site		Well, treatment, booster pumps
13	1.0 Million Gallon Reservoir	1755 Lewis Place NW	1,000,000 gal above ground tank
14	1.5 Million Gallon Reservoir	1755 Lewis Place NW	1,500,000 gal above ground tank
15	Grand Avenue Reservoir	Cherry Avenue	300,000 gal above ground tank
16	Rockaway Reservoir	1100 Old Creosote Road	132,000 gal above ground tank
17	Rockaway Treatment Facility	1100 Old Creosote Road	Treatment
18	Rockaway Taylor Avenue Well	Taylor Avenue	Well
19	Erickson Avenue PRV	Ericson and Wyatt	Underground PRV station
20	Cherry Avenue PRV	851 Cherry Avenue	Underground PRV station
21	Grow Avenue PRV	Grow and Wyatt	Underground PRV station
22	Madison/Knechtel PRV	Madison and Knechtel	Underground PRV station
23	Weaver PRV	Weaver between HS & Wyatt	Underground PRV station
24	Madison Avenue PRV	Madison and Madrona	Underground PRV station
25	Ferncliff Avenue PRV	Ferncliff and Wing Point	Underground PRV station
26	Cave Avenue PRV	Cave Avenue	Underground PRV station
27	Highway 305 South	400 Harborview Drive SE	Dry pit pump station
28	Island Terrace	1174 Ferncliff Avenue NE	Dry pit pump station
29	Klickitat	692 Klickitat Place NE	Dry pit pump station
30	Lower Hawley	1195 Irene Place NE	Dry pit pump station
31	Lower Lovell	426 Lovell Avenue SW	Dry pit pump station
32	Lynwood Center	4573 Point White Drive NE	Wet pit pump station
33	North Town Woods	9665 NE North Town Loop	Dry pit pump station
34	Old Treatment Plant	310 Madison Avenue S	Dry pit pump station
35	Sunday Cove	691 Winslow Way West	Dry pit pump station
36	Village	920 Hildebrand Lance NE	Dry pit pump station
37	Wing Point	6481 Wing Point Drive NE	Dry pit pump station
38	Sakai Village	1879 Sakai Loop	Wet pit pump station
39	Ferry Terminal	Olympic Drive	Wet pit pump station
40	Rockaway	3900 Rockaway Beach Road	Wet pit pump station
41	Vineyard Lane	682 State Highway 305	Wet pit pump station
42	Woodward School	9125 N.E. Sportsman Club	Wet pit pump station
43	Madrona	Madison and New Brooklyn	Wet pit pump station
44	Wastewater Treatment Plant	1220 Donald Place	Wastewater treatment facilities
45	Vincent Road Landfill	6400 Don Palmer Avenue	Closed landfill
46	Stormwater Decant Facility	6401 Don Palmer Avenue	Stormwater spoils handling facility
47	Fort Ward Wastewater Treatment Plant	1220 Donald PI NE	Wastewater Treatment Plant
Non-City Owned			
48	Agate Pass Bridge	Bainbridge Island, WA 98110	Agate Pass Bridge
49	Winslow Ferry Terminal	Bainbridge Island, WA 98110	Winslow Ferry Terminal

Bainbridge Island Critical Facilities			
#	Name	Address	Description
50	Washington State Ferry Maintenance Yard	Bainbridge Island, WA 98110	Washington State Ferry Maintenance Yard
51	Blakey Elementary School	4704 Blakely Ave NE	Elementary School
52	The Island School	8553 NE Day Rd	Elementary School
53	Montessori Country School	10994 Arrow Point Dr. NE,	Elementary School
54	Ordway Elementary School	8555 Madison Ave NE	Elementary School
55	Wilkes Elementary School	12781 N Madison Ave NE	Elementary School
56	Sakai Intermediate School	9343 Sportsman Club Rd NE	Intermediate School
57	HYLA Middle School	7861 Bucklin Hill Rd NE	Middle School
58	Woodward Middle School	9125 Sportsman Club Rd	Middle School
59	Bainbridge High School	9330 High School Rd	High School
60	Eagle Harbor High School	9530 NE High School Rd	High School
61	Commodore Options School	9530 High School Rd	Options School
62	Madrona School	219 Madison Ave S	School
63	St. Cecilia Catholic School	1310 Madison Ave N	Catholic School
64	Swedish Primary Care - Bainbridge Island	945 Hildebrand Ln NE Suite 100	Medical Center
65	Virginia Mason Medical	1344 Wintergreen Lane Northeast	Medical Center
66	CHI Franciscan/City MD	1344 Wintergreen Lane Northeast Suite 100	Medical – Urgent Care
67	Bainbridge Island Health and Rehabilitation	835 Madison Ave N	Island Health and Rehabilitation
68	Bainbridge Island Historical Museum	215 Ericksen Ave NE	Historical Museum
69	Kitsap Regional Library – Bainbridge Branch	1270 Madison Ave N	Regional Library
70	Madrona House	8800 Madison Ave N	Senior Living
71	Winslow Manor	234 Wood Ave SW	Senior Living
72	Wyatt House	186 Wyatt Way NW	Senior Living
73	IslandWood	4450 Blakely Ave NE	Learning Center
74	Bloedel Reserve	7571 NE Dolphin Dr	Nature Reserve
75	Island Church	9624 Sportsman Club Rd	Church
76	BattlePoint Park	11299 Arrow Point Dr. NE	Park
77	Ft. Ward Park	2241 Pleasant Beach Dr. NE	Park
78	Hubs (shelter) Locations	Various	Hubs (shelter) Locations
79	Two high power transmission lines across Agate Pass	Agate Pass Bridge	Two high power transmission lines across Agate Pass
80	Port Madison PSE Sub-stations	N/A	PSE Substation
81	Winslow PSE Sub-stations	N/A	PSE Substation
82	Murden Cove PSE Sub-stations	N/A	PSE Substation

Table 47: Bainbridge Island Critical Facilities

Future Development

The City of Bainbridge Island has been undertaking its Comprehensive Plan Update in accordance with the Washington State Growth Management Act (GMA) governed by RCW 36.70A. Comprehensive Plans establish the vision for how a community wishes to grow and the features it wishes to preserve for the next 20 years. The plan can be found here: <https://www.bainbridgewa.gov/615/Navigate-Bainbridge-Comprehensive-Plan-U>.

From 2009 through 2018, a new supply of residential units, of all types, has been limited. In April of 2009, there were 10,469 units on Bainbridge Island. In April of 2018, there were 11,061 units. This translates into an average growth of 66 residential units per year. This represents a cumulative annual growth rate of .63 percent per year (less than 1 percent per year). This limited supply on Bainbridge Island is well below demand in a way that increases housing costs.

A handful of projects are planned along the Madison Avenue corridor over the next few years. Housing projects abound along the roadway, and the city is planning to make some improvements to the road's intersection with Wyatt Way in the coming years. The city's plans include sidewalk and bicycle lanes along a portion of Wyatt Way.

Natural Environment

Bainbridge Island shorelines border the main body of Puget Sound, a large, protected embayment, Port Orchard Bay, and two high-current tidal passages, Rich Passage and Agate Pass.

The Island is characterized by an irregular coastline of approximately 53 miles, with numerous bays and inlets and a significant diversity of other coastal landforms, including spits, bluffs, dunes, lagoons, cusped forelands, tide flats, streams, tidal deltas, islands, and rocky outcrops. The highest point is 425-foot Toe Jam Hill. The topography is generally of low rolling hills with several ridges oriented mostly north to south at 250 to 300 feet elevation.

The waters of Puget Sound surround Bainbridge Island. There are numerous streams and creeks, in addition to Gazzam Lake, a year-round freshwater lake. Environmentally sensitive areas on Bainbridge Island include wetlands, aquifer recharge areas, geologically hazardous areas, continuous and seasonal streams and waters including the waters of Puget Sound, and fish and wildlife habitat. There are over 170 documented wetlands, although more exist that are unmapped. The following figure illustrates the topography of the Island, noting the rolling hills and valleys of Bainbridge Island.

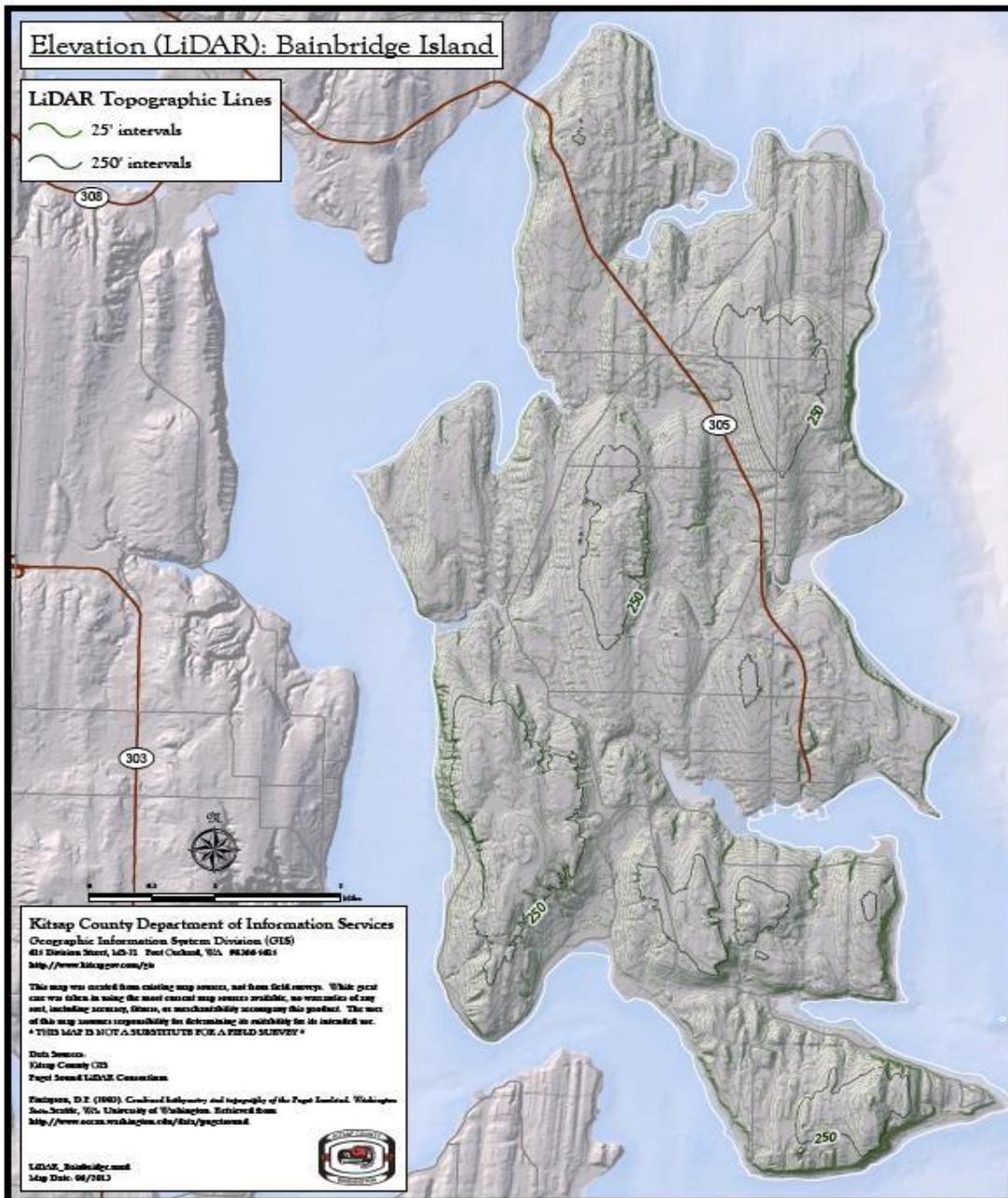


Figure 38: Topography of Bainbridge Island

History of Disasters

Bainbridge Island, through recent studies, shows historical signs of past earthquakes. The island is obviously vulnerable to earthquakes, but also tsunamis and landslides. The table below shows the history of events on Bainbridge Island. As noted in the last 10 years, Bainbridge Island has been mostly affected by severe winter storms, but most were not serious enough to require any federal assistance.

Event Date	Type of Event	Declaration	Comments
February 2019	Severe winter storm	Local, State, Federal	Local Public Assistance threshold not met. Local SBA declaration.
December 2018	Severe Winter Storms - Tornado	Local, State, Federal	Local Public Assistance threshold not met.
December 2018	Wind and rain	No	Did not meet PA threshold
January-February 2017	Snow, heavy rain, wind	State	No assistance
December 2015	Wind and rain	No	
November 2015	Wind and rain	State	No assistance
August 2015	Wind and rain	No	
November 2012	Heavy rain	No	
December 2010	Heavy rain	No	
Dec 2008	Severe wind and rain	Local	No assistance
Dec 2007	Severe wind and rain	Local, State, and Federal	Yes
Jan 2006	Severe wind and rain	Local	Did not meet PA threshold
Dec 2006	Severe wind and rain	Local	Did not meet PA Threshold
Oct 2003	Severe wind and rain	Local, state, and Federal	Local PA Threshold not met. IA paid out
Jan 2002	Severe wind and rain	Local and State	State Only; presidential denied
Feb 2001	Nisqually Earthquake	Local, state, and Federal	YES
June 1997	Rolling Bay mudslide	Local	No assistance
Dec 1996	Severe rain and snow runoff storm	Local, State, and Federal	Yes
Nov 1995	Severe wind and rain	Local, State, and Federal	Local PA threshold not met
Jan 1993	Severe wind and rain	Local, State and Federal	No record on file
Jan 1992	Severe wind and rain	Local	No assistance
Dec 1990	Severe wind and rain	Local, State and Federal	Yes
Dec 1982	Severe wind and rain	Local	No assistance
May 1965	Earthquake	Local, state, and Federal	No record on file
Oct 1962	Severe wind and rain	Local, state and Federal	No record on file

Table 48: Emergency/Disaster History for Bainbridge Island

Mitigation Planning

Risk Assessment

The Kitsap County Profile Section of this plan provides a thorough assessment of hazards associated with Kitsap County and its incorporated cities. Although each city is affected differently, risks significant to the City of Bainbridge Island are floods, earthquakes, landslides, tsunamis, and winter storms. The Kitsap County Profile Section provides a synopsis of the County and cities, while this profile provides additional information specific to Bainbridge Island.

Rating System

The rating system for the City of Bainbridge Island is consistent with the general plan. A rating for each hazard is defined as high, moderate, and low based on the information provided in The Planning Process Section to this plan. Additional ratings are applied for priority mitigation strategies and Cost analysis.

Overview

As noted earlier, the City of Bainbridge Island has a history of severe storms, landslides, and earthquakes. These vulnerabilities can cause serious damage and isolate the island should the Agate Pass Bridge become impassable. Although other alternatives are possible, mitigation strategies can provide improvement to the city infrastructure and minimize the loss of life from such events. Major east/west fault lines in the Puget Sound Region intercept the southern end of the Island. Bainbridge Island is also vulnerable to potential inland and ocean tsunamis depending on the earthquake magnitude and location. The City of Bainbridge Island contributes and uses the County Hazard Identification and Vulnerability Assessment (HIVA) to set priorities on natural hazardous events. Although annually the City is hit by severe winter storms, the greatest threat to Bainbridge Island is an earthquake and potentially associated tsunami. This catastrophic event, possibly along the Seattle fault, would cause significant damage to the island and possibly isolate the City from the mainland.

Planning Process

As noted in the basic MHMP Plan Update, the City of Bainbridge Island assigned personnel to the mitigation plan update and through the planning update process were assigned to the Multi-Hazard Mitigation Planning Committee. Personnel also attended monthly Planning Committee webinar conference calls as well as completed the HIVA and MHMP RFI Trackers, reviewed drafts of the document, and communicated via emails and one-on-one discussions. Records can be found in Appendix C: Stakeholder and Public Engagement. Additionally, the City solicited for inputs from City Departments, City Council, and the citizens of Bainbridge Island.

Every effort should be afforded to incorporate mitigation strategies into city ordinances and plans where appropriate. The mitigation plan and its strategies should be reviewed when other plans are up for revision. As noted below, each plan provides mitigation strategies for capital improvement and land use.

Plans and Ordinances

In an effort to maximize hazard mitigation planning, the following city plans are used to support and mandate mitigation efforts throughout the city:

1. Comprehensive Land Use Plan

The plan guides the growth and long-range vision of the community towards its five overriding principals listed below.

- Preserve the special character of the Island;
- Protect fragile water resources;
- Foster diversity;
- Consider costs and benefits to property owners when making land-use decisions;
- Promote sustainable development.

The Comprehensive Plan also includes a Land Use Map linked to the land use and environmental policies that establish areas of the City for residential, commercial, industrial, and other land uses.

2. Zoning Ordinances

Changes and updates to Zoning Ordinances are the responsibility of Planning and Community Development. Its mission to coordinate and manage land use activity. Mitigates against building in hazardous locations

3. Critical Areas Ordinances (includes flood damage prevention and geologically hazardous areas provisions).

This ordinance defines critical areas (wetlands, areas of critical recharging effect on aquifers used for water, fish, and wildlife habit.) as required by the Growth Management Act. This ordinance regulates, protects and defines these Areas under Bainbridge Island Municipal Code Section 16.20. It prohibits developments in ecologically sensitive areas or adjacent to sensitive areas that may be affected by hazards from those sites.

4. Capital Facilities Plan

This 6-year plan identifies and prioritizes Parks, Open Spaces and Shoreline Improvements and mitigation between 2009 and 2014. It is part of the Comprehensive Land Use Plan required by the Growth Management Act. Effective use of lands to mitigate developments in flood zones and areas associated with natural or manmade hazards.

5. Surface and Storm Water Management Plan and Ordinance

The SSWMP divides the duties and responsibilities into four areas Regulatory Program Activities, Local Storm Water Activities, Program Overhead & CID and Equipment and Technical Memos. This 5-year Plan defines staffing, funding, and mitigation goals. Mitigates runoff from roads and potential damage from winter-storm or flooding. Mitigates runoff of hazardous materials into ecological sensitive systems.

6. International Building and Fire Codes

Establish codes and regulations for building structures for safe occupancy. Mitigates against accidents and natural or human-made causes.

7. Bainbridge Island Municipal Code

These plans and policies regulate the infrastructure, environment, and building codes for the City of Bainbridge Islands. The city follows these codes to mitigate potential damage

during catastrophic events. Mitigate seismic events and other hazards through building structures to withstand or minimize the effects of these hazards.

Hazard Assessments

Flooding

Probability of Occurrence: High

Bainbridge Island is prone to some flooding, mostly due to significant rainfall. The Island does not have any significant rivers or streams but does have rolling hills and lowlands susceptible to urban flooding. Comprehensive land management has helped in years to reduce urban flooding. Changes to the National Flood Insurance Program and coastal studies have defined changes to shoreline management aiding building codes and regulations. Some areas are coastal, but all inland areas are remote with no critical facilities affected and minimal residential housing.

The City of Bainbridge has the largest number of buildings in the SFHA (1-percent-annual-chance flood zone) and has the highest loss ratio which compares the losses due to flooding to the overall building value within the community. Not all of the buildings within the floodplain experience damage due to the level of flooding as well as current floodplain regulations. In addition, the number of buildings is highlighted, which are located in the 1-percent-annual-chance flood zone.¹¹⁶

In conclusion, it is anticipated that every 10 years, Bainbridge Island may experience severe storms enough to cause flooding and possibly Landslide resulting in private and public losses. Bainbridge Island has been modernizing its stormwater systems to mitigate urban flooding throughout the Island.

National Flood Insurance Program (NFIP)

The City of Winslow entered the Emergency Program on August 14, 1975, then converted to the National Flood Insurance Program (NFIP) effective February 5, 1986. The Island was incorporated in 1991 and became the City of Bainbridge Island with an NFIP Effective Date of March 1, 1991. The most recent review of the city's participation in the NFIP was conducted in 2004. During this Community Assistance Visit (CAV) the summarized findings from the CAV included the need for an amendment to the City's flood chapter 15.16, preparation of procedures to implement Chapter 15.16, and additional information on eleven specific cases that were cited in their fieldwork. As of February 2005, all these items were cleared, and our CAV was closed.

In 2019, the City updated the Flood Damage Protection Ordinance (FDPO) to update the requirements for FEMA compliance related to the NFIP. The City has also been involved with a Community Assistance Visit (CAV) process as FEMA has audited for compliance measures of the City's Flood Ordinance as adopted. The City continues to enforce regulations related to our FDPO and compliance with the National Flood Insurance Program (NFIP) related to the potential for flooding events.

More NFIP information can be found in the Kitsap County Profile section.

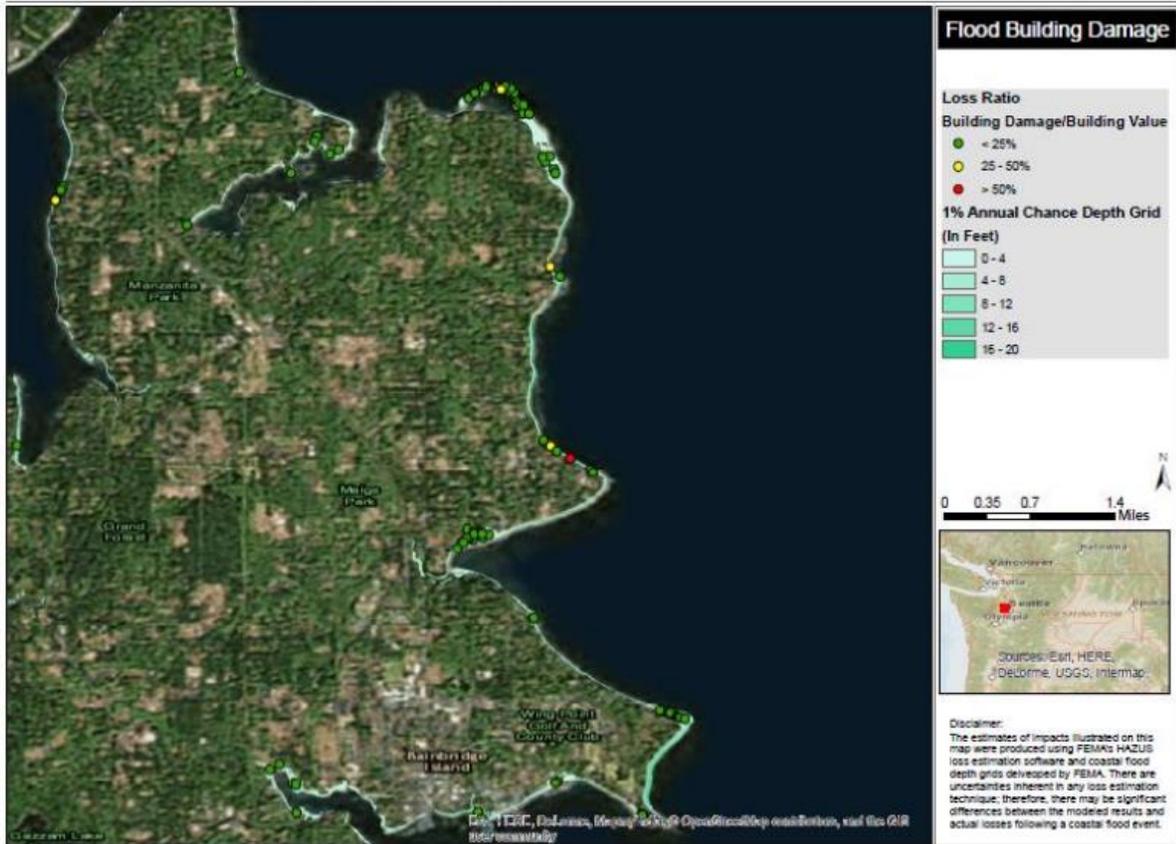
¹¹⁶ FEMA Risk Report Kitsap County 2015

Special Flood Hazard Area Assessment for Bainbridge Island ¹¹⁷					
Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
\$2.6 Billion	1.5%	\$3.6 Million	1.4%	136	8
<p>Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1-percent-annual-chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county's SFHAs are identified as Zones AE or A.</p>					

Table 49: Special Flood Hazard Area Assessment for Bainbridge Island

Figure 39 on the following page shows building damage percentage (Loss Ratio) and Figure 40 show Flood Zones for the City of Bainbridge Island.

¹¹⁷ FEMA Risk Report for Kitsap County 2015



Note: The loss ratio is calculated by the total building loss divided by the total building value. This percentage easily highlights those buildings which will have the most building damage in the community.

Figure 39: Building Damage Percentage (Loss Ratio) for Bainbridge Island



Figure 40: Flood Zones: Bainbridge Island



Figure 41: Streams and Surface Water, City of Bainbridge Island, Kitsap County GIS

Severe Storms/Tornados

Probability of Occurrence: High

The City of Bainbridge Island is vulnerable to severe weather, typically in the winter months. High winds, significant rainfall, and snow can cause some urban flooding as well as damage from falling trees and the potential for landslides due to saturated soils. This can result in loss of life, damage to homes, and significant power outages. Although earthquakes have the potential for significant damage and loss of life, severe storms are annual occurrences, and any mitigation can also minimize the loss of life and damage from other hazards.

Severe storms affect the entire City of Bainbridge Island. Although the island does not have any major rivers or tributaries, urban flooding from over-taxed stormwater systems can cause damage to residential and retail outlets. The Island is heavily wooded with significant old-growth timber. The location of the island is ideal for being in the Puget Sound convergent zones during significant weather events and vulnerable to strong winds as weather fronts move over the Olympic Mountains. This results in falling trees and significant power outages. Over the past couple of years, the City of Bainbridge Island and Puget Sound Energy have been working to reduce the number and length of power outages on the Island. Additionally, community programs have been established to reduce power consumption. 100% of the island has the potential for damage and loss of life from severe storms. More information on severe storms/tornados can be found in the Severe Storms/Tornados Mitigation Strategies section.

Landslides & Erosion

Probability of Occurrence: High

The City of Bainbridge Island is vulnerable to landslides and erosion, as noted in Figure 42, with mostly coastal cliffs potentially vulnerable during an earthquake or significant rainfall when the ground is saturated. Previous LIDAR studies noted numerous areas on the Island that are vulnerable to landslides. The City of Bainbridge Island has 27 known areas that have the potential to slide based on USGS LIDAR studies. These areas are known to City Planners. Additional studies of building stock located in these areas will be conducted in the future. Initial estimates define residential stock in these locations and critical facilities. Long term mitigation efforts include restrictions on developing these areas for use, while in the short term, areas are monitored by Public Works during significant weather events.

Bainbridge Island also contains a significant number of buildings that are exposed to the effects of landslides. Several landslides have affected Kitsap County over the last 20 years, causing deaths, injury, damage to properties, and loss of land use. The following accounts were documented by McKenna and others (2008). Several landslides were triggered by storms throughout the winter of 1996-1997. One of these storm events caused a landslide in the Rolling Bay area of Bainbridge Island, which forced a house off its foundation and down a hill into Puget Sound. Several other landslides severely damage homes, roads, 17 and utilities along the bluffs of Bainbridge Island. One of these events resulted in the death of a family of four and destroyed millions of dollars of both public and private property. This deadly landslide demonstrates the unpredictability and destructiveness of landslides in Kitsap County. The scar of the slide was nearly 15 meters wide and 15 to 20 meters high. While assessing the damage from this incident, the USGS also observed numerous other scars from many previous landslides that occurred on the steep bluffs of Bainbridge Island.

Building Exposure to Landslides ¹¹⁸		
Community	Buildings within Landslide Zone	Building Value with Landslide Zone
Bainbridge Island	177	\$55 Million

Table 50: Building Exposure to Landslides

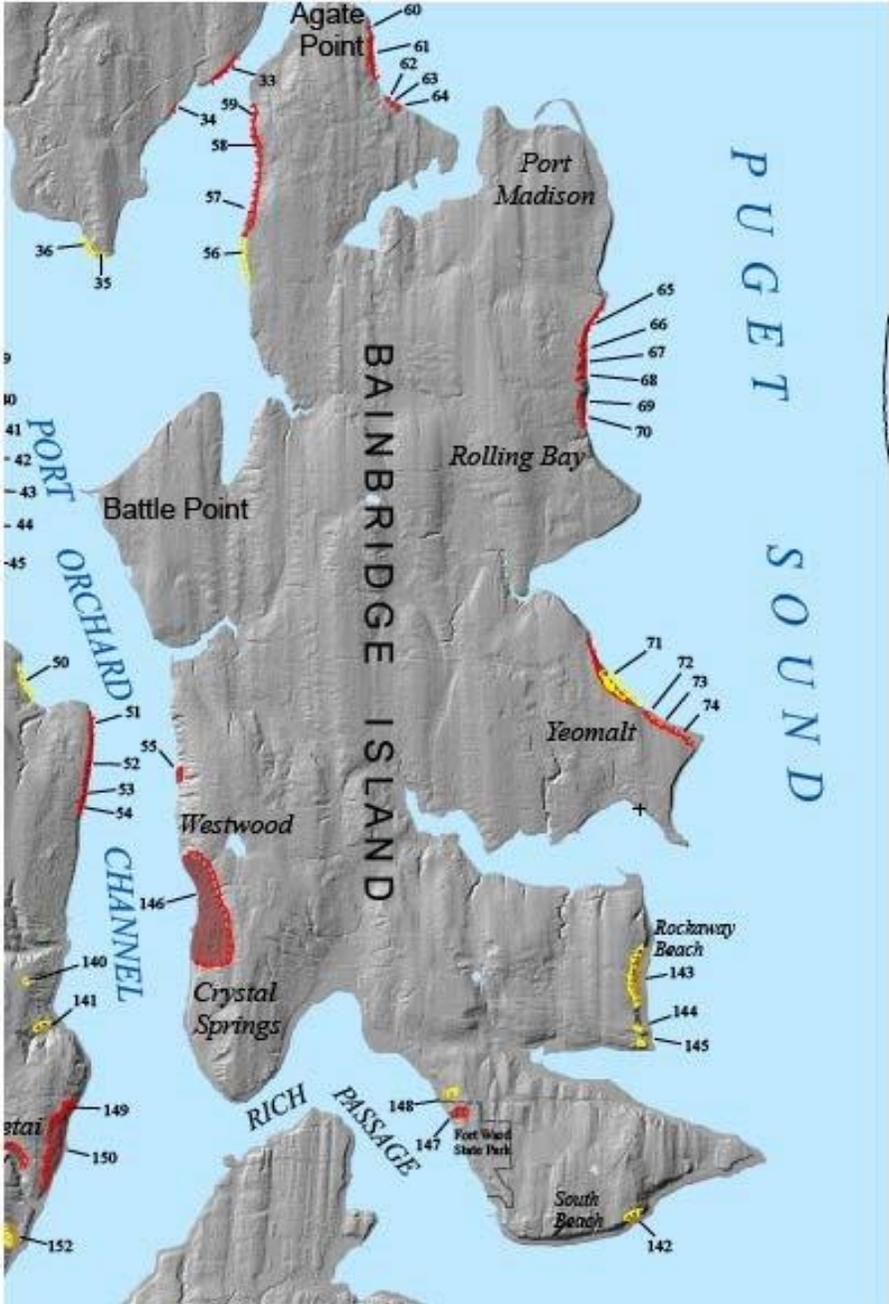


Figure 42: LIDAR Data on Landslide: Bainbridge Island (USGS)

¹¹⁸ FEMA Risk Report Kitsap County 2015

Earthquakes

Probability of Occurrence: High

All communities in Kitsap County would be affected if a Seattle Fault event were to occur. The Cities of Bainbridge Island and Port Orchard have the largest percentage of buildings located in the moderate-high liquefaction zone, while unincorporated areas of the county have the highest total number of buildings located in these zones¹¹⁹.

Bainbridge Island is affected by known faults including the east/west Seattle Fault. Earthquake modeling shows Bainbridge vulnerable to numerous Puget Sound faults should there be an earthquake. A significant Puget Sound earthquake could potentially cause significant damage to the Island, including isolation to the mainland should the Agate Pass Bridge be lost. This includes the possibility of Landslides, infrastructure damage, and transportation disruptions. Although the Island has very few older structures and the majority of the island is wood structures. Some areas are vulnerable to liquefaction, including the urban downtown formerly the city of Winslow. The entire population and building stock are potentially at risk of damage from an earthquake depending on the size and location of the event.

Bainbridge Island contains a substantial number of buildings that would experience building loss ratios of greater than 25 percent during an earthquake event of 7.2 magnitude. Bainbridge Island has the third-highest average building loss ratio of 21 percent after the City of Bremerton at 45 percent and Port Orchard at 39 percent¹²⁰.

Pre-Code versus Moderate Code Building in Kitsap County¹²¹				
Community	Number of Pre-Code Buildings (before 1975)	Percent Pre-Code Buildings	Number of Moderate Code Buildings (after 1975)	Percent of Moderate Code Buildings
Bainbridge Island	3,082	34%	6,012	66%
Total	31,978	36%	56,145	64%
Note: Pre-code buildings are those that are built prior to 1975. Moderate code are those built after 1975. These dates were chosen based on when the seismic provisions were incorporated into the building code statewide which was 1975. Please note that the analysis in Hazus used the following dates: Pre-code are any buildings prior to 1941. Moderate Code were any buildings after 1941, which is the default Hazus methodology. Please refer to the appendix for additional information.				

Table 51: Pre-Code versus Moderate Code Building in Kitsap County

¹¹⁹ FEMA Risk Report Kitsap County 2015
¹²⁰ FEMA Risk Report Kitsap County 2015
¹²¹ FEMA Risk Report Kitsap County 2015

Earthquakes continue to be the number one priority for mitigation strategies due to the significant losses that may occur during an event. Ongoing land use and building regulation help manage vulnerability to earthquakes.

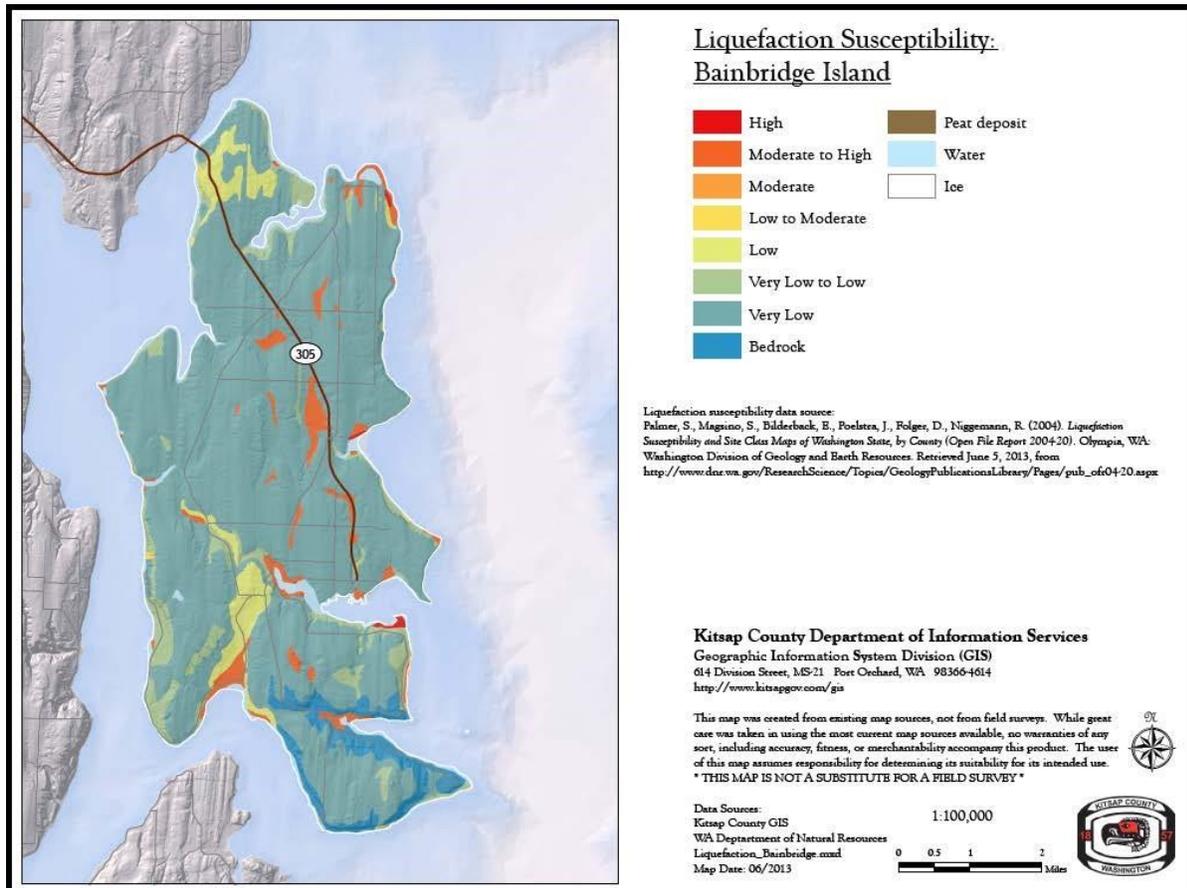


Figure 43: Liquefaction on Bainbridge Island

Hazus Earthquake Results for a Seattle M 7.2 Earthquake Bainbridge Island ¹²²						
Community	Total Estimated Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Event	Loss Ratio (Dollar Losses/Total Building Value)
Bainbridge Island	\$2.6 Billion	9,094	384	4%	\$538 Million	21%

¹²² FEMA Risk Report Kitsap County 2015

Note: The above table shows the total estimated building value by community, total number of buildings by community, total number of buildings within the moderated to high liquefaction zone, and percentage of buildings within the moderate to high liquefaction zone. In addition, building losses are reported for a Seattle Fault 7.2 magnitude event as well as a loss ratio. A loss ratio is calculated by dividing the dollar loss by the total building value. The loss values are for building losses only; additional damages to infrastructure and building contents are not captured in this table. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available for the Port Gamble S'Klallam Indian Reservation from Kitsap County, so the results are shown as unknown.

Table 52: Hazard Data for Earthquakes: Bainbridge Island

Tsunamis & High Waves

Probability of Occurrence: Moderate

The City of Bainbridge Island is susceptible to tsunamis depending on the magnitude and location of any given earthquake. In recent years, USGS and other organizations have studied locations throughout the Puget Sound Region to better define the impact of tsunamis in the region. The USGS and the National Weather Service have installed a warning system to warn the public of a potential tsunami and reduce the risk of loss of life. Warning systems are our best bet to save lives, but due to the short time to respond, may not be able to mitigate the loss of life.

An ocean generated tsunami significant enough to travel the length of the Strait of Juan De Fuca's inland may generate a wave that will cause damage to coastlines. On the other hand, an inland tsunami from a large magnitude earthquake in the Puget Sound would have devastating effects on the City's urban center.

Drought

Probability of Occurrence: Low

Drought is most likely to affect the entire county. Hazard assessment information on drought can be found in the Drought Mitigation Strategies section.

City of Bainbridge Island (COBI) Asset Profile

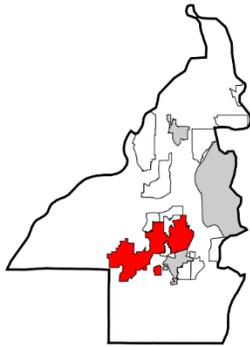
Location COBI Facilities (Critical Facilities: High, Medium and Low)	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
280 Madison Ave, Bainbridge Island, WA City Hall (High)	98110	\$ 2,461,605	\$10,906,441	1999	Wood	2	19,051 ft2	Alarm System	Yes
625 Winslow Way East, Bainbridge Island, WA Police Department (High)	98110	\$ 548,550	\$ 380,160	1967	Wood	2	3,953 ft2	Alarm System	Yes
1220 Donald Place, Bainbridge Island, WA Wastewater Treatment Plant	98110	\$ 425,640	\$13,000,000	2009	Cinderblock	1	12,000 ft2	Intrusion Alarm, Fenced	Yes
Bainbridge Island, WA Fletcher Bay Pump Station	98110	\$ 90,000	\$ 300,000	1977	Wood	1	475 ft2	Intrusion Alarm, Fenced	Yes
Bainbridge Island, WA Sands Ave Pump Station	98110	\$ 82,860	\$ 1,361,014	1988	Wood	1	390 ft2	Intrusion Alarm, Fenced	Yes
Bainbridge Island, WA Head of the Bay Pump Station	98110	\$ 118,480	\$ 270,983	1970	Wood	1	651 ft2	Intrusion Alarm, Fenced	Yes

Location COBI Facilities (Critical Facilities: High, Medium and Low)	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Bainbridge Island, WA Taylor Ave Pump Station	98110		\$ 872,930	1994	Cinderblock	1	247 ft2	Intrusion Alarm, Fenced	Yes
Bainbridge Island, WA Grand Ave Tank	98110	\$ 43,045	\$ 126,817	1979	Steel			Fenced	Yes
Bainbridge Island, WA High School Tank	98110	Leased	\$ 529,216	1990	Steel			Fenced	Yes
Bainbridge Island, WA High School Tank	98110	Leased	\$ 303,528	1977	Steel			Fenced	Yes
Bainbridge Island, WA Commodore Pump Station	98110	Leased	\$ 731,000	1995	Cinderblock	1	260 ft2	Intrusion Alarm	Yes
Bainbridge Island, WA Creosote Rd Tank	98110		\$ 500,000	1995	Concrete, Cinderblock			BLD has intrusion Alarm	Yes
Bainbridge Island, WA Public Works Yard	98110	\$ 1,471,516	\$ 2,928,540	1998	Steel, T1-11	2	3,426 ft2	Gate	Yes

Location COBI Facilities (Critical Facilities: High, Medium and Low)	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Water Front Park, Bainbridge Island, WA Senior Center/Commons/ Health District (Medium)	98110	\$ 110,240	\$ 482,274	1996	Wood	1	5,640 ft2	Alarm System	Yes
Bainbridge Island, WA Telemetry Building	98110	\$ 119,700	\$ 183,000		Steel, T1-11	1	190 ft2	Gate	Yes
Bainbridge Island, WA Weaver RD Pump Station	98110	\$ 105,520	\$ 50,000	1950' s	Wood	1	153 ft2	None	No
10255 NE Valley RD, Bainbridge Island, WA Municipal Court	98110	Leased	Leased		Wood	1	2,362 ft2	None	Yes
TOTAL		\$ 8,002,336	\$33,490,423						

Table 53: City of Bainbridge Island (COBI) Asset Profile

Bremerton



The City of Bremerton lies east of the Olympic Mountains directly across Puget Sound from Seattle. For over a century, Bremerton has been the home to Puget Sound Naval Shipyard that continues to service U.S. Navy ships and its 9,000 civilians and many active-duty personnel.

The City was incorporated on October 14, 1901 and operates as a charter city with a Mayor/Council form of government. The current form of government was established by a 1983 charter that eliminated a decades-old city commission composed of a mayor, public works commissioner and finance commissioner. Each member of the Kitsap County Board of Commissioners represents a portion of the city of Bremerton. The City's

downtown core underwent a comprehensive revitalization with the building of a new conference center, parking garage, hotel on the waterfront, and a public safety and headquarters fire station.

People

Population Overview

The population of the City of Bremerton is 41,041,¹²³ making it the largest city in Kitsap County. During the day, the population swells another 9,000 with employees coming in to work at the Puget Sound Naval Shipyard and support organizations. An increase in population of 13,000 is forecast through 2025.¹²⁴

Bremerton Population Information ¹²⁵				
Population	Population Density	Number of Households	Median Household Income	Under 65 with a Disability
43,268 (2019)	1,520 per sq. mi (2019)	16,813 (2019)	\$54,232 (2019)	15.6% (2017)

Table 54: Bremerton Population Information

Age Distribution

The figure below shows the distribution of age and vulnerable population in the City of Bremerton. The senior population has grown consistent with statistics nationwide.

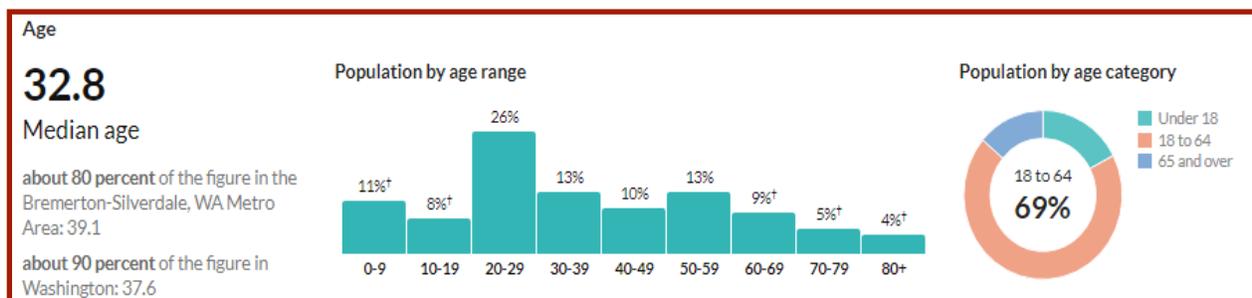


Figure 44: Population Distribution

¹²³ United States Census Bureau (2017)

¹²⁴ 2025 Population Forecast for City Limits and Urban Growth Area

¹²⁵ Esri Demographics (2019)

Bremerton (Updated Jan 2019)
Kitsap Sub-County Populations with Functional and Access Needs Estimates

The Kitsap Populations with Functional and Access Needs Report is designed to provide estimated numbers of people in populations who might need additional assistance or have special needs in an emergency situation or unforeseen event. These estimates, while originally compiled for emergency preparedness planning, can be also used for other health or community planning work.

Number of Births per year [§] (9)	870		8,764	Persons with disability (age 5+) ^{*#} (1)
Children (age birth-19) [#] (2)	9,391		4,494	Ambulatory difficulty (age 5+) [#] (1)
Seniors (age 85+) [#] (2)	1,550		962	Developmental disability [*] (6)
Seniors (age 65+) living alone [#] (1)	2,324		2,687	Persons with hearing difficulty [#] (1)
Immigrants (entered US 2010+) [#] (1)	385 to 799 [£]		1,577	Persons with vision difficulty [#] (1)
Limited English or non-English proficient [#] (1)	ZZ		448	Electricity dependent adults [§] (3)
Persons living below 100% of poverty [#] (1)	7,507		10,416	Medically dependent adults [§] (7)
Children 0-17 living below 100% of poverty [#] (1)	1,664		1,679	Serious mental illness [*] (5)
Households with no vehicle access [#] (1)	2,335		3,509	Adults with substance dependence or abuse [*] (8)
Persons commuting 45+ minutes [#] (1)	3,512		322	K-12 students experiencing homelessness [#] (4)
			2,849	Persons living in group quarters [#] (1)

Sources:
 1. American Community Survey, 2013-17
 2. Washington State Office of Financial Management, Small Area Demographic Estimates, 2017
 3. US Dept. of Health and Human Services. Accessed at: <https://www.hhs.gov/emp/owmap/Pages/default.aspx>
 4. Office of Superintendent of Public Instruction, 2015-17. <http://www.k12.wa.us/HomelessEd/Data.aspx>
 5. Mental Disorders in America, 2015. Accessed at: <http://www.nimh.nih.gov/health/publications/the-numbers-count-mental-disorders-in-america/index.shtml>
 6. CDC Developmental Disabilities. Accessed at: <https://www.cdc.gov/nbddd/developmentaldisabilities/about.html>
 7. Behavioral Risk Factor Surveillance System 2012-15, Kitsap County analysis
 8. Substance Abuse and Mental Health Services Administration, 2015-16. Accessed at: <http://www.samhsa.gov/>
 9. WA Dept. of Health, Birth Certificate Database, 2017.

Important Notes:
 *Civilian, noninstitutionalized only
 #Region estimate based on U.S. national estimates by age.
 §Region estimate based on zip code boundaries.
 #Region estimate based on school district boundaries.
 £ This estimate is unreliable, so a range of possible estimates was displayed (see page 2).
 ZZ This estimate is unreliable enough that no estimate was displayed (see page 2).

Bremerton Population (2)		
2017 Estimates [#]	People	Percent of Kitsap
Bremerton	47,441	18%

Households in Bremerton (1)		
2013-17	19,731	

Table 56: Bremerton Vulnerable Population

Bremerton Population Density

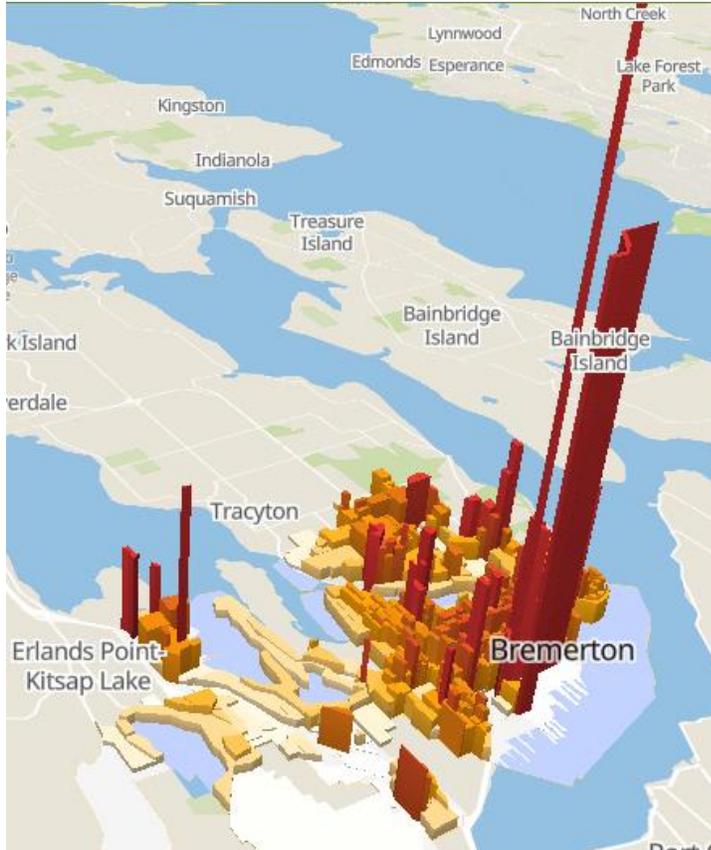


Figure 45: Bremerton Population Density, © OpenStreetMap Contributors

Economy

Business and industry are mostly composed of retail and service-oriented organizations like the Bremerton Conference Center. The city also includes contractors that support the Shipyard and is the primary county hub for medical and health services, including Harrison Medical Center.

Built Environment

Existing Structures

80% of Bremerton's structures were built before modern building codes, increasing the risk of significant damage during an earthquake. Bremerton has 312 buildings in the Special Flood Hazard Area, representing \$8.2M in loss after a 1-percent annual chance flood.¹²⁶

Based on the 2015 Hazus risk assessment, the table below highlights some of the buildings in Bremerton that are affected by flooding, tsunami, earthquake, and landslide.

City of Bremerton Areas of Mitigation Interest ¹²⁷						
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type	
Bremerton Post Office	602 Pacific Ave. Bremerton	\$316,000	\$302,000	96%	Earthquake	
Kitsap Regional Library	612 5th St. Bremerton	\$756,000	\$724,000	96%	Earthquake	
Bremerton High School (Multiple buildings)	1313 Ohio Ave. Bremerton	\$9.1 million	\$5.6 million	61%	Earthquake	
Fire Station #2 Bremerton	5005 Kitsap Way	\$438,000	\$269,000	61%	Earthquake	

Table 20: City of Bremerton Areas of Mitigation Interest

Land Use

Land use in Bremerton includes residential, commercial, industrial, and open space. The city includes the Bremerton School District and Olympic College.

¹²⁶ FEMA Risk Report for Kitsap County (2015)

¹²⁷ FEMA Risk Report for Kitsap County (2015)

Housing

The following table shows housing units in the city of Bremerton, which represent a high density of older homes that were built pre-earthquake code requirements. A relatively large number of units were built earlier than 1949.

Residential Structures		
Type	Estimate	Percent
Housing Occupancy		
Total housing units	18,541	100%
Occupied housing units	16,516	89.1%
Vacant housing units	2,025	10.9%
Homeowner vacancy rate	1.9	(X)
Rental vacancy rate	8.6	(X)
Units in Structure		
Total housing units	18,541	100%
1-unit, detached	9,096	49.1%
1-unit, attached	1,537	8.3%
2 units	1,232	6.6%
3 or 4 units	1,217	6.6%
5 to 9 units	1,527	8.2%
10 to 19 units	1,029	5.5%
20 or more units	2,468	13.3%
Mobile home	349	1.9%
Boat, RV, van, etc.	86	0.5%
Year Structure Built		
Total housing units	18,541	100%
Built 2014 or later	219	1.2%
Built 2010 to 2013	406	2.2%
Built 2000 to 2009	1,145	6.2%
Built 1990 to 1999	1,452	7.8%
Built 1980 to 1989	1,654	8.9%
Built 1970 to 1979	2,900	15.6%
Built 1960 to 1969	1,862	10.0%
Built 1950 to 1959	1,854	10.0%
Built 1940 to 1949	3,008	16.2%
Built 1939 or earlier	4,041	21.8%

Table 57: Bremerton Housing Characteristics 2013-2017 American Community Survey 5-Year Estimates (US Census, 2017)

Infrastructure

Transportation, Communications, and Utilities

The City of Bremerton is serviced by numerous State Routes including SR 3, Kitsap Way, and Hwy 303 to the east. The city has two bridges (Manette and Warren Ave) that connect East and

West Bremerton. The city also has ferry service via Washington State Ferries to downtown Seattle and local service to Port Orchard. Bremerton is connected to downtown Seattle by two ferries: a 60-minute ferry that carries both vehicles and walk-on passengers, and a 28-minute fast ferry that takes passengers and a limited number of bicycles.

City Infrastructure

The city has many government and non-government structures, including libraries, dams, medical and health facilities, and City and County government buildings.

Critical Facilities

Critical structures include:

- The Norm Dicks Building, housing City government and Kitsap Public Health
- Public Works campus
- Olympic College
- Bremerton School District: As of 2019, the Old East High/Junior High School was demolished, and 10,000 square feet was added to the STEM West Hills Elementary School.
- Casad Dam
- Bremerton Fire Department and facilities
- Bremerton Police Department and Courthouse
- Kitsap Mental Health Services
- American Red Cross

Both fire stations in Bremerton are brick, are not retrofitted, and show significant damage in earthquake Hazus models.

Cultural Resources

The Bremerton Arts Commission represents the community during the creative phase of new city development or improvement projects. Bremerton has one of the largest and most diverse official fine arts districts in the northwest. There are several city parks including Blueberry Park, Evergreen Rotary Park, and other parks throughout the Bremerton. Golf resources include Gold Mountain Golf Club, disc golf courses, and other golf courses in the Bremerton area. Bremerton includes various aquatic, athletic, and recreational opportunities.

Future Development

Bremerton has a Comprehensive Plan that is a 20-year vision and roadmap for its future. The plan guides City decisions on where to build new jobs and houses, how to improve the transportation system, and where to make capital investments such as utilities, sidewalks, and parks. The Comprehensive Plan is the framework for most of Bremerton's big-picture decisions on how to grow while preserving and improving its neighborhoods and can be found at <https://www.bremertonwa.gov/185/Comprehensive-Plan>.

Natural Environment

The City of Bremerton is 28.44 square miles. The topography in the area is low rolling hills, generally trending north to south. There are few streams and wetlands, some high liquefaction areas to the East, and many shoreline areas. The Casad Dam provides water for the city of Bremerton. The map on the following page shows the elevation and topography of the city.

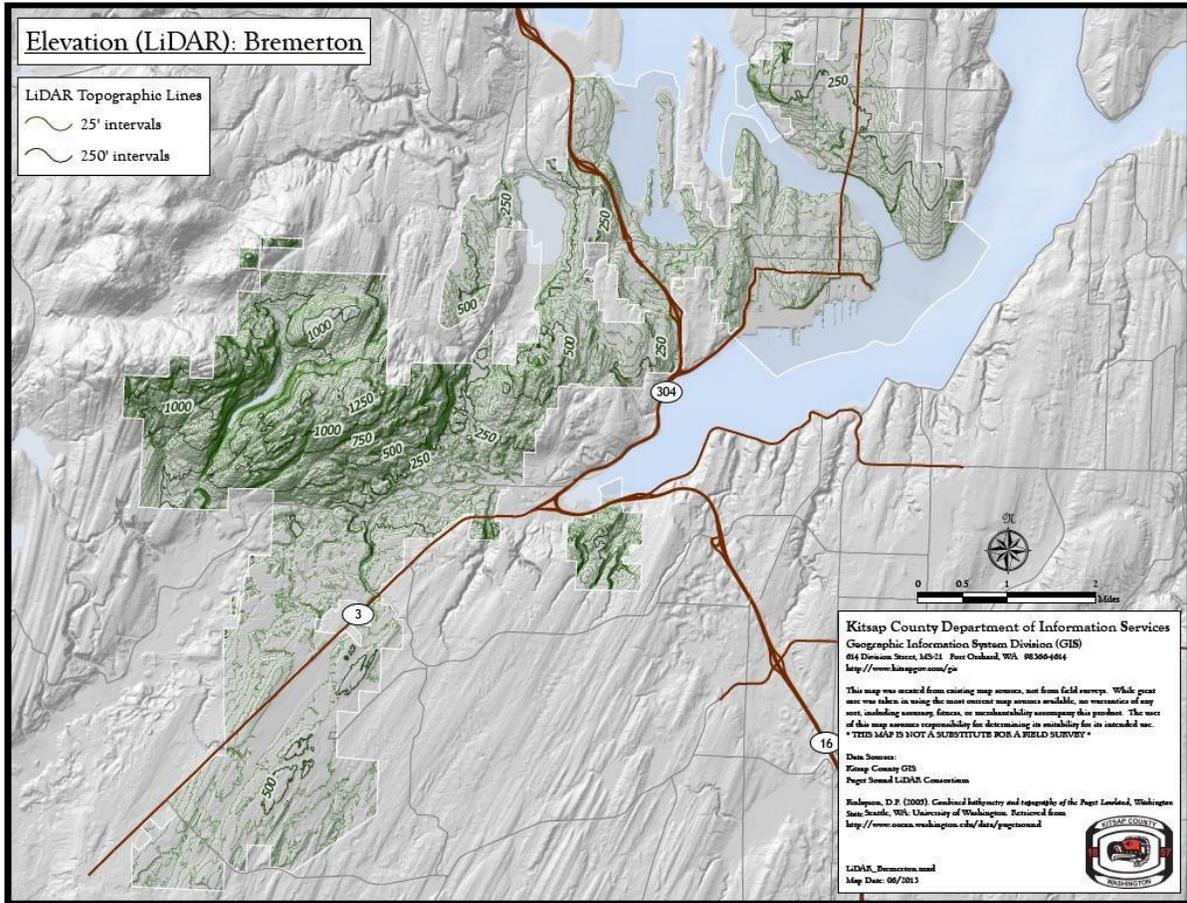


Figure 46: Topographical Feature, City of Bremerton

History of Disasters

Bremerton’s history of emergency/disasters is much like the remainder of the county. Kitsap is a micro-climatic region in which winds, rain, and temperatures can differ throughout the County. Although, like other cities, Bremerton is susceptible to earthquakes, tsunamis, urban flooding, and Landslides. As noted below, typical issues are winter storm events, although, Bremerton experienced the Nisqually earthquake and suffered damages greater than other cities in the County.

Event Date	Type of Event	Declaration	Declared Disaster
February 2019	Severe Winter Storm	Local (was undeclared locally), State	Local Public Assistance threshold not met. Local SBA declaration.
December 2018	Severe Winter Storms - Tornado	Local, State, Federal	Local Public Assistance threshold not met.
Dec 2008	Severe wind and rain	Local	No assistance
Dec 2007	Severe wind and rain	Local, State, and Federal	Yes
Jan 2006	Severe wind and rain	Local	Did not meet PA threshold
Dec 2006	Severe wind and rain	Local	Did not meet PA Threshold
Oct 2003	Severe wind and rain	Local, state, and Federal	Local PA Threshold not met. IA paid out
Jan 2002	Severe wind and rain	Local and State	State Only; presidential denied
Feb 2001	Nisqually Earthquake	Local, state, and Federal	YES
June 1997	Rolling Bay mudslide	Local	No assistance
Dec 1996	Severe rain and snow runoff storm	Local, State, and Federal	Yes
Nov 1995	Severe wind and rain	Local, State, and Federal	Local PA threshold not met
Jan 1993	Severe wind and rain	Local, State and Federal	No record on file
Jan 1992	Severe wind and rain	Local	No assistance
Dec 1990	Severe wind and rain	Local, State and Federal	Yes
Dec 1982	Severe wind and rain	Local	No assistance
May 1965	Earthquake	Local, state, and Federal	No record on file
Oct 1962	Severe wind and rain	Local, state and Federal	No record on file

Table 58: Emergency/Disaster History for Bremerton

Mitigation Planning

Risk Assessment

The Kitsap County Profile Section of this plan provides a thorough assessment of hazards associated with Kitsap County and its incorporated cities. Although each city is affected

differently, risks significant to the City of Bremerton are floods, earthquakes, landslides, tsunamis, and severe storms. The Kitsap County Profile Section provides a synopsis of the County and cities, while this profile provides additional information specific to Bremerton.

Rating System

The rating system for Bremerton is consistent with the general plan. A rating for each hazard is defined as high, moderate, and low based on the information provided in The Planning Process Section to this plan. Additional ratings are applied for priority mitigation strategies and Cost analysis.

Overview

The purpose of this profile is to assess the vulnerability of the City of Bremerton in regard to the various natural hazards previously identified in this Plan. In addition, mitigation strategies that are currently in place relating to these natural hazards, as well as newly proposed mitigation strategies, have been included in this mitigation profile.

As part of the vulnerability assessment process, the City of Bremerton government completed an inventory of all critical facilities and has considered these critical facilities in our planning and mitigation strategy development process. The City of Bremerton has no repetitive loss properties.

Planning Process

As noted in the basic MHMP Plan Update, the City of Bremerton assigned personnel to the mitigation plan update and through the planning update process were assigned to the Multi-Hazard Mitigation Planning Committee. Personnel also attended monthly Planning Committee webinar conference calls as well as completed the HIVA and MHMP RFI Trackers, reviewed drafts of the document, and communicated via emails and one-on-one discussions. Records can be found in Appendix C: Stakeholder and Public Engagement. Additionally, the City solicited for inputs from City Departments, City Council, and the citizens of Bremerton.

The analyses conducted by City of Bremerton staff were based on the best currently available information, and data regarding the characteristics of the neighborhoods identified, the natural hazards that threaten the people, property, and environment of these neighborhoods as well as the impacts these neighborhoods have suffered in past disasters. This information includes, when available, United States Census data, local tax records, local and national geographic information system data, Flood Insurance Rate Maps, hazard-specific analyses, and other environmental and demographic facts.

However, very often authoritative or current information simply was not available for the planning effort. In these cases, the experience, knowledge, and judgment of local officials representing the City of Bremerton government were used in the planning, including assumptions and approximations that were believed to be reasonable. As the planning continues in future years, or at the time when a proposed mitigation initiative is intended to be funded and/or implemented, the participating organizations/jurisdictions recognize that additional information and analyses may be required. In any event, mitigation strategies identified in this plan will be incorporated when appropriate into other land use or capital improvement plans. Mitigation will be addressed with each plan revision.

The City of Bremerton government is committed to the implementation of the mitigation related projects/programs described in this section of the plan when and if resources become available.

City of Bremerton government is also committed to continuing the mitigation planning process that has resulted in the development of this document, and to the ongoing cooperation with other agencies, organizations, Indian tribes, and jurisdictions to make the City of Bremerton more resistant to the damages and hardships that could otherwise be the result of future natural disasters.

Plans and Ordinances

In an effort to maximize hazard mitigation planning, the following city plans are used to support and mandate mitigation efforts throughout the city:

1. Comprehensive Land Use Plan 2016

Bremerton's Comprehensive Land Use Plan is a policy and legal document that reflects the community's desires, goals, and the needs of the future within the context of the Growth Management Act. The plan was adopted in June of 2016 and is updated yearly as part of the annual amendment process.

2. Comprehensive Transportation Plan

This transportation plan provides the framework to guide short- and long-term development and maintenance of the multi-model transportation system within the city of Bremerton. It addresses the mandates of the Growth Management Act under the Revises Code of Washington, Title 36.70A.070.

3. Comprehensive Water System Plan 2012

This plan includes goals and policies to protect the natural environment and mitigate the impacts of future growth. It is in compliance with the Growth Management Act and the Critical Areas Ordinance.

4. Comprehensive Sewer System Plan

Responsible for collection, treatment, and disposal of all sanitary sewer waste from commercial and residential customers. Operates the City's Wastewater Treatment Plant and maintains 33 pump stations in the City. The plan is designed to identify, design and implement mitigation and upgrades for the wastewater system for the City of Bremerton.

5. Comprehensive Stormwater System Plan 2009

This responsibility includes the protection and preservation of the natural resources of the area that play such a large role in sustaining the City's quality of life. Within the City, the responsibility for storm and surface water management and the protection of groundwater have been entrusted to the Department of Public Works and Utilities. It is the mission of the Stormwater Program within the Department to control flooding, enhance water quality, protect sensitive habitat areas, and optimize the recharge of local aquifers.

6. Capital Improvement Plan 2019

The purpose of the Capital Facilities Plan is to demonstrate that all capital facilities serving Bremerton have been addressed. The plan covers roads, parks, water and sewer lines, police facilities, and administrative buildings. It is compliant with the Growth Management Act.

7. International Building and Fire Code

The City of Bremerton adopted the 2015 International Fire Codes with state amendments under Chapter 15.04 of the Building Code. These codes define building, fire, and mitigation practices.

8. Municipal Code

The Bremerton Municipal Code are plans and policies regulate the infrastructure, environment, and building codes for the city. The city follows these codes to mitigate potential damage during catastrophic events.

9. Zoning Ordinance

The zoning code contains regulations to manage the community's growth in a manner that ensures efficient use of land, preserves regulated critical areas and encourages good urban design. Specifically, the code supports the vision of the city and is designed to implement the comprehensive plan and by reference the requirements of the Washington State Growth Management Act.

10. Subdivision Ordinance

The purpose of this title is to implement the comprehensive plan in accordance with the Growth Management Act; to regulate the subdivision of land and to promote the public health, safety, and general welfare.

11. Critical Areas Ordinance

This ordinance defines critical areas (wetlands, areas of critical recharging effect on aquifers used for water, fish and wildlife habit, frequently flood areas and geologically hazardous areas) as required by the Growth Management Act. This ordinance regulates, protects and defines these Areas under Bremerton Municipal Code Chapter 16.20.

12. Participation in National Flood Insurance Program

Bremerton's participation in the NFIP allows them to use the resources of FEMA to use mitigation planning is to identify policies and actions that can be implemented over the long term to reduce risk and future losses.

13. Participation in the Community Rating System Program

Bremerton's involvement in The Community Rating System (CRS) through FEMA NFIP allows them to benefit in reduced insurance rates and by using the CRS floodplain management system enhances public safety, reduce damages to property and public infrastructure, avoid economic disruption and losses, reduce human suffering, and protect the environment.

Hazard Assessments

Flooding

Probability of Occurrence: Moderate

The City of Bremerton does not have any rivers or large tributaries that cause significant flooding in the City limits. There are creeks and streams that can be overwhelmed during periods of heavy

rain and will overflow their banks. Additionally, significant rain will cause urban flooding in areas noted for poor drainage. Except for earthquakes, flooding is the next costly event, and mitigation efforts can help reduce the effect of life and property. Efforts to reduce stormwater overflows have been successful, and there are areas that need attention. Flooding may also occur along the shoreline of the City of Bremerton due to high tides. Recent changes to the National Flood Program have incorporated these areas to include the requirement for flood insurance. All residents and housing units are susceptible to urban flooding. Figure 47 shows the flood zones for Bremerton.

National Flood Insurance Program (NFIP)

The City of Bremerton entered the National Flood Insurance Program on May 27, 1975. The most recent review of the city’s participation in the NFIP was conducted on July 23, 2008. During the visit, the City issued two permits that were properly conditioned for the flood elevation certificates; however, the final Elevation Certificate was inadvertently missed. The corrective action taken by the city was to modify the permitting system computer software to more definitively request flood zone information at the time of initial application for a building permit and at construction inspection stages including prior to framing and prior to the release of final inspection certification.

Like most communities in Kitsap County, after the last major flood, 2007, we reviewed our flooding issues and once again determined we have no repetitive loss areas in the City of Bremerton. The City of Bremerton has amended its processes as recently as August 2007 resulting in a successful CAV in July 2008.

Bremerton Municipal Code Chapter 17.60 Floodplain Management was updated under Ordinance #5231 to maintain compliance with the NFPIP on December 7, 2013.

More information regarding the NFIP can be found in the Kitsap County Profile section.

Special Flood Hazard Area Assessment ¹²⁸						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Bremerton*	\$1.7 Billion	<1%	\$404,000	<1%	21	0
Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1-percent-annual-chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county’s SFHAs are identified as Zones AE or A. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available from Kitsap County for the Port Gamble S’Klallam Indian Reservation, so the results are listed as unknown.						

Table 59: Special Flood Hazard Area Assessment

¹²⁸ FEMA Risk Report Kitsap County 2015

Flood Risk Community Characteristics ¹²⁹						
Community	Total Population	CRS Community	Flood Claims	Repetitive Loss Properties	Total Policies	Total Insurance Coverage
Bremerton*	37,729	No	5	0	52	\$15 Million

Note: The community overview summarizes characteristics at the community level. Data were obtained from FEMA and the U.S. Census and were current as of November 23, 2015

Table 60: Flood Risk Community Characteristics

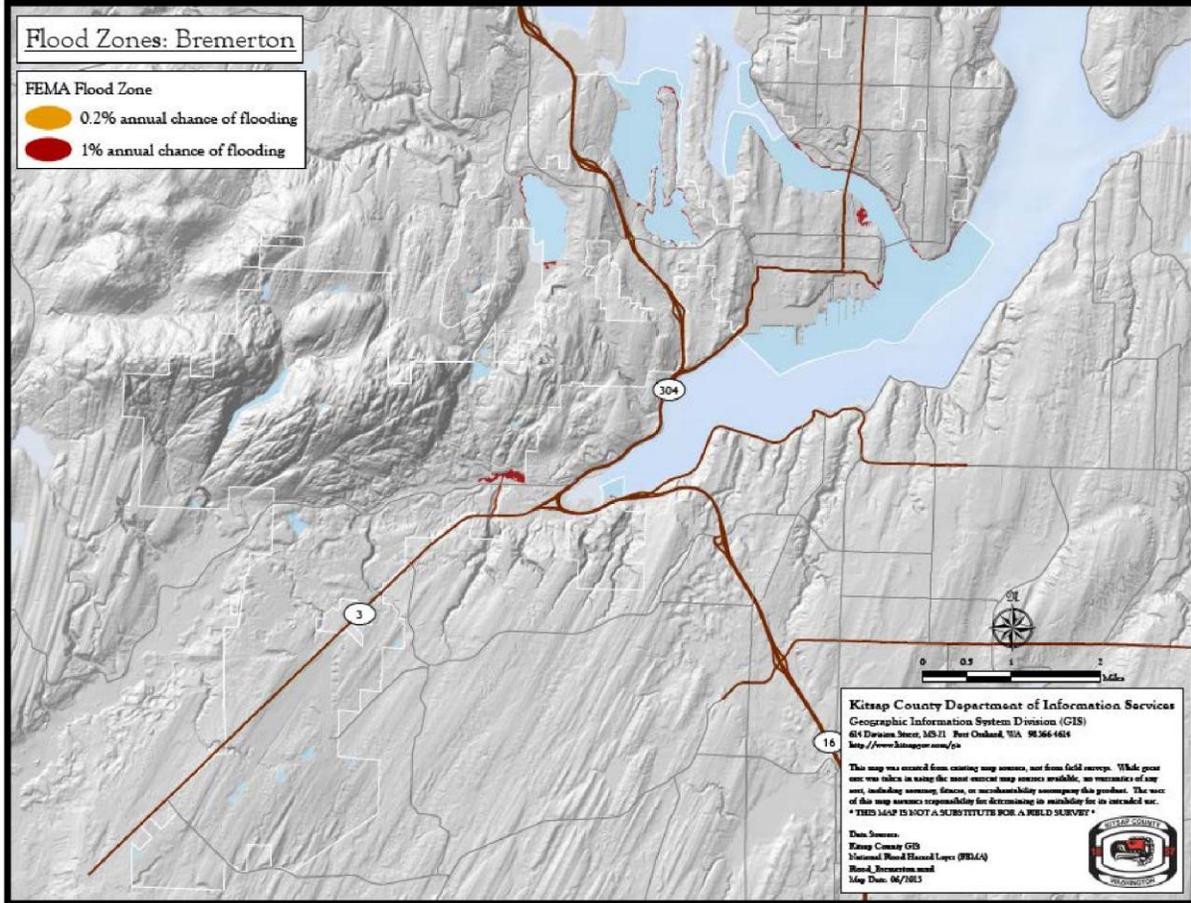


Figure 47: Bremerton Flood Zones

¹²⁹ FEMA Risk Report Kitsap County 2015

Watercourse & Surface Water Map of Bremerton



Legend

Watercourse

Fish Habitat Water Type Code

- (S) Designated Shoreline of the State
- (F) Fish Habitat
- (N) Non-Fish Habitat
- (U) Unknown, unmodeled hydrographic feature.

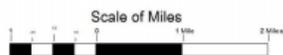
Waterbodies (defined in WAC 222-16-030)

WaterBody Cartographic Feature Code

- Bay, estuary, Puget Sound
- Lake, Pond, Reservoir, Gravel pit or quarry filled with water
- Marsh, wetland, swamp, bog

Street Center Lines

- State Highway
- Major Road
- Collector / Arterial
- Local Access; Local Road
- Railroad Lines
- Ferry Terminals
- Ferry Routes
- Tax Parcels



Kitsap County Department of Community Development

614 Division Street, MS-36 Port Orchard, Washington 98366

(360) 337-5777 • FAX (360) 337-4025

Product of Kitsap County Geographic Information System

Figure 48: Watercourse & Surface Water Map of Bremerton

Severe Storms/Tornados

Probability of Occurrence: High

Flooding and severe storms work hand-in-hand. Severe winter storms are the typical event that has the highest probability of cause damage to property. These events which occur annually results in a variety of mixed events of snow, rain, low temperatures, and severe winds. The combination of these events generally results in significant power outages, urban flooding, and loss of work and revenue to the economy. Should the event become significant with long-term heavy rainfall, major creeks like Gorst Creek, would overflow and flood areas downstream along the shoreline.

100% of the City has the potential for damage and loss of life from severe storms.

Landslides & Erosion

Probability of Occurrence: High

The city of Bremerton has some areas vulnerable to landslides and erosion. These areas are mostly in East Bremerton along Puget Sound. Landslides may be caused by earthquakes, or significant prolong rainfall and ground saturation. These areas are known to the City Planner. There are no critical facilities in these areas. Building stock is mostly residential based on initial estimates. The graphic below shows LIDAR data on landslides in Bremerton.

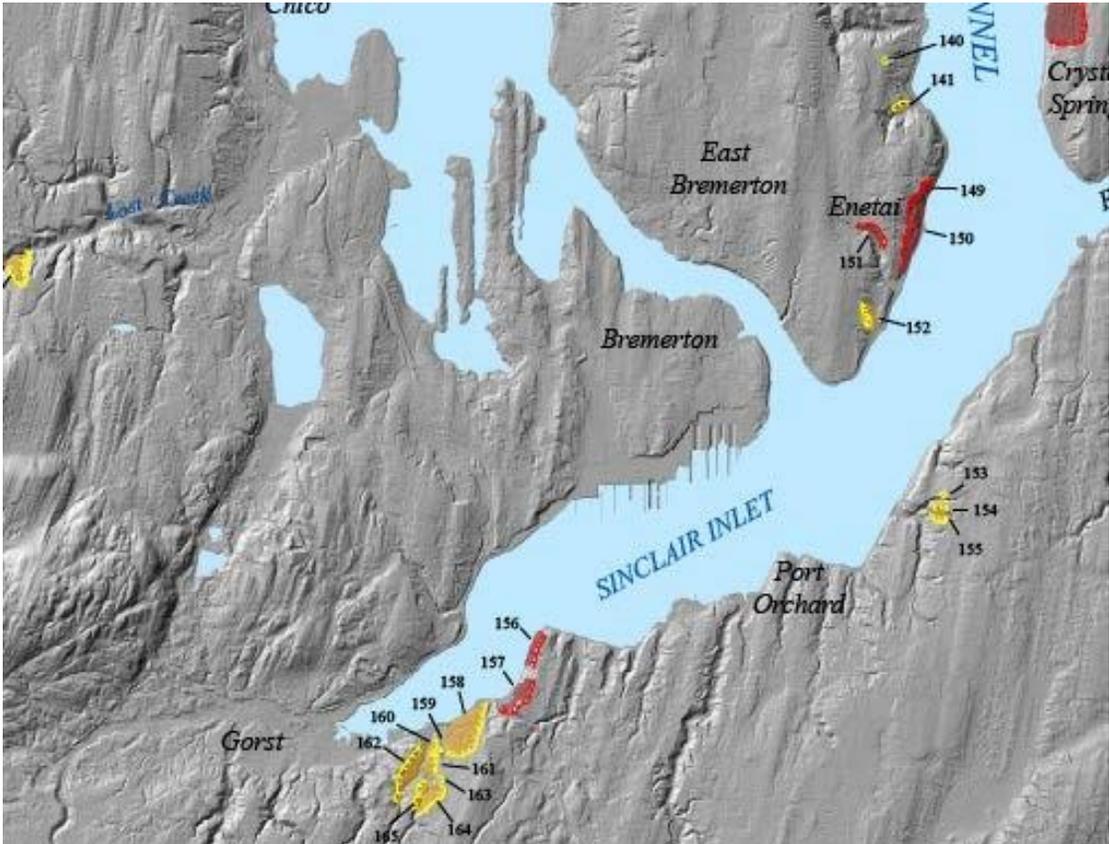


Figure 49: LIDAR Data on Landslide, Bremerton (USGS)

Earthquakes

Probability of Occurrence: High

The city of Bremerton's greatest danger is an earthquake. Like other cities in Kitsap, it is vulnerable to the known faults that run east/west through the Puget Sound Region. Bremerton has many older buildings, storefronts, and residents as well as historical buildings. Some homes and businesses have gone through retrofitting or brought up to earthquake codes established in the 1980s. Over 80% of the homes were built before 1989. A significant Puget Sound earthquake could potentially cause significant damage to the city and affect their primary economic base, merchants and the Naval Shipyard, as well as city infrastructure. A significant earthquake could also damage the only airport in the area, Bremerton Airport, as well as the Casad Dam, a facility built in the 1930s as the city water supply. Damage to the dam could result in flooding to the west into a residence near the dam but also down the Union River and into Mason County. As noted in the figure below, few areas have a high degree of liquefaction susceptibility. These areas are mostly areas that have few residences and no critical facilities.

Earthquakes continue to be the number one priority for mitigation strategies due to the significant losses that may occur during an event. Ongoing land use and building regulation help to manage vulnerability to earthquakes.

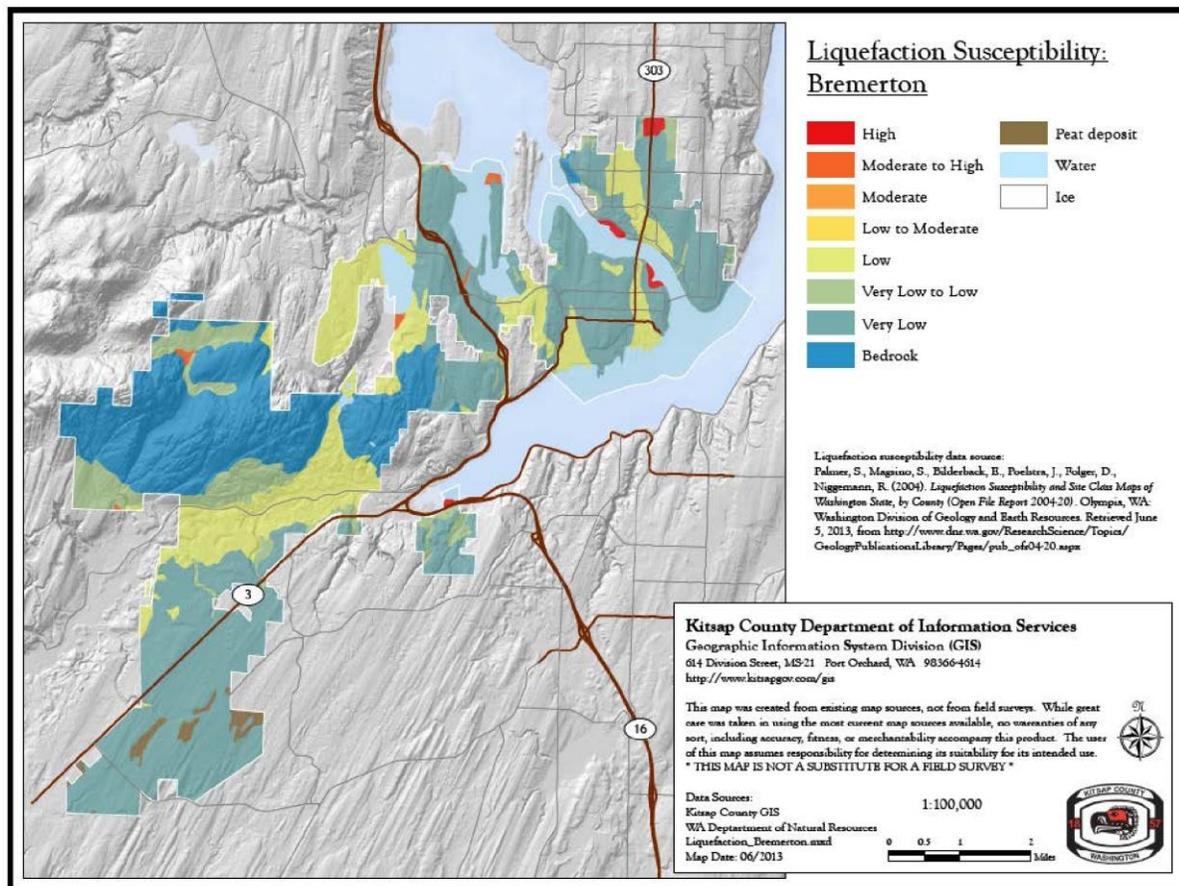


Figure 50: Liquefaction Areas, City of Bremerton Source: Kitsap County Department of Information Services

Hazus Earthquake Results for a Seattle M 7.2 Earthquake ¹³⁰						
Community	Total Estimated Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Event	Loss Ratio (Dollar Losses/Total Building Value)
Bremerton	\$1.7 Billion	10,899	116	1%	\$760 Million	45%

Note: The above table shows the total estimated building value by community, total number of buildings by community, total number of buildings within the moderate to high liquefaction zone, and percentage of buildings within the moderate to high liquefaction zone. In addition, buildings losses are reported for a Seattle Fault 7.2 magnitude event as well as a loss ratio. A loss ratio is calculated by dividing the dollar loss by the total building value. The loss values are for building losses only; additional damages to infrastructure and building contents are not captured in this table. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available for the Port Gamble S'Klallam Indian Reservation from Kitsap County, so the results are shown as unknown.

Table 61: Hazus Earthquake Results for a Seattle M 7.2 Earthquake

Pre-Code versus Moderate Code Building in Kitsap County ¹³¹				
Community	Number of Pre-Code Buildings (before 1975)	Percent Pre-Code Buildings	Number of Moderate Code Buildings (after 1975)	Percent of Moderate Code Buildings
Bremerton	8,698	80%	2,201	20%

Note: Pre-code buildings are those that are built prior to 1975. Moderate code are those built after 1975. These dates were chosen based on when the seismic provisions were incorporated into the building code statewide which was 1975. Please note that the analysis in Hazus used the following dates: Pre-code are any buildings prior to 1941. Moderate Code were any buildings after 1941, which is the default Hazus methodology. Please refer to the appendix for additional information.

Table 62: Pre-Code versus Moderate Code Building in Kitsap County⁴

Tsunamis & High Waves

Probability of Occurrence: Moderate

Bremerton can be affected by tsunamis, mostly in the area along the shipyard. The greatest threat is inland tsunamis caused by an earthquake and subsequent tsunami in the Puget Sound waters. Such a tsunami would have little warning and may cause loss of life and significant damage to areas noted in Figure 51. Although there may be a surge of water, a Pacific Ocean subduction zone earthquake may force a higher than normal surge in the area causing unexpected flooding in the City of Bremerton. Such a surge would disrupt transportation lines and ferries and other potential hazards.

¹³⁰ FEMA Risk Report Kitsap County 2015

¹³¹ FEMA Risk Report Kitsap County 2015

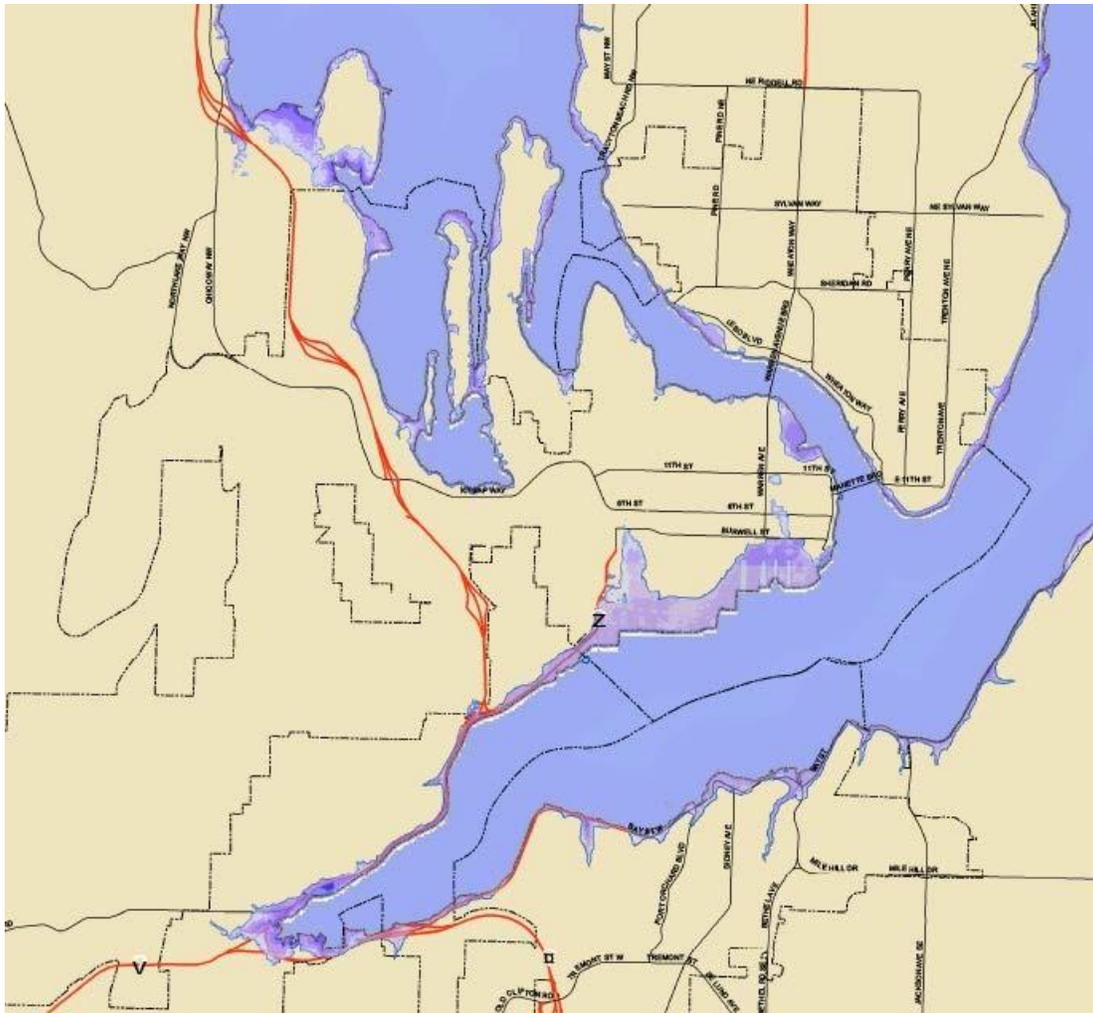


Figure 51: Tsunami Inundation, City of Bremerton

Drought

Probability of Occurrence: Low

Drought is most likely to affect the entire county. Hazard assessment information on drought can be found in the Drought Mitigation Strategies section.

City of Bremerton Asset Profile

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
<i>Ted Tillet Fire Station 3031 Olympus</i>	1,610,793	325,124	No	<i>Masonry Joisted</i>	1	7,782	1979	No	98310	Fire
<i>M. Meigs Fire Station 5005 Kitsap Way</i>	1,577,765	325,124	No	<i>Masonry Joisted</i>	1	7,621	1981	No	98312	Fire
<i>Golf Course Maintenance Sheds 7263 W Belfair Valley Rd</i>	989,255	625,238	No	<i>Masonry Joisted</i>	1	9,600	1990s	No	98312	Parks
<i>Sheridan Park Headquarters 680 Lebo Boulevard</i>	3,668,135	271,843	No	<i>Masonry Joisted</i>	2	30,000	1940s	No	98310	Parks
<i>Storage Shed and Contents 680 Lebo Blvd</i>	117,456	-	Yes	<i>Frame</i>	1	2,100	1940s	No	98310	Parks
<i>Police Special Operations Bldg 3029 Olympus Drive</i>	802,578	108,737	No	<i>Steel Frame</i>	1	7,200	1980s	No	98310	Police
<i>Reservoir #4 4801 Roosevelt Blvd</i>	9,835,321	-	Yes	<i>Fire Resistive</i>	1		1921	No	98312	Water
<i>Reservoir #5</i>	3,217,662	-	Yes	<i>Fire Resistive</i>	1		1954	No	98311	Water
<i>Reservoir #6</i>	446,898	-	Yes	<i>all steel</i>	1		1950	No		Water

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Reservoir #21	2,681,385	-	Yes	all steel	1		1983	No		Water
Reservoir #8	2,502,626	-	Yes	all steel	1		1970	No		Water
Reservoir #11	1,644,583	-	Yes	Fire Resistive	1		1930s	No		Water
Reservoir #12	2,046,282	-	Yes	Fire Resistive	1		1930s	No		Water
Reservoir #13	893,795	-	Yes	Fire Resistive	1		1930s	No		Water
Reservoir #15	1,275,814	-	Yes	all steel	1		1960s	No		Water
Reservoir #16	1,161,934	-	Yes	all steel	1		1970s	No		Water
Reservoir #17	1,258,854	-	Yes	all steel	1		1970s	No		Water
Reservoir #18	1,235,325	-	Yes	all steel	1		1970s	No		Water
Reservoir #19	1,889,595	-	Yes	all steel	1		1970s	No		Water
Reservoir #20	1,220,334	-	Yes	all steel	1		1980s	No		Water
Glen Jarstad Aquatic Center 500 Magnuson Way	4,946,275	84,660	No	Fire Resistive	2	21,000	1970s	No	98310	Parks

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Senior Citizens Center 1140 Nipsic	1,200,552	210,120	No	Frame	1	5,000	1940s	No	98310	Parks
Reservoir #10	1,488,904	-	No	all steel	1		1970s	No		Water
Anderson Creek Well #8	156,632	-	No	Masonry Joisted	1	104	1970s	No		Water
Bridle Ridge Well #9	317,524	-	No	Masonry Joisted	1	140	1970s	No		Water
Pump Station #2	1,125,612	405,821	No	Masonry Joisted	1	1,128	1980s	No		Water
Residence: Pump Station #2	52,397	-	No	frame	1	936	1930s	No		Water
Gorst Creek Pump Station #1	334,279	131,572	No	Fire Resistive	1	2,700	1940s	No		Water
Forestry Division Office	277,076	26,393	No	Mobile	1	1,375	1970s	No		Water
Forestry Garage Building 4398A W Old Belfair Highway	112,618	30,900	No	frame	1	2,000	1960s	No		Water
5572 Imperial Way	99,246	-	No	Metal	1	3,200	2002	No		Water
Pump Station #3	112,618	-	Yes	Masonry Joisted	1	180	1990s	No		Water
Pump Station #8	880,405	-	Yes	Masonry	1	950	2003	No		Water

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Pump Station #11	112,618	-	Yes	Masonry Joisted	1	225	1991	No		Water
Pump Station #12	112,618	-	Yes	Masonry Joisted	1	323	1966	No		Water
Pump Station #14	71,761 112,618	-	Yes	Masonry Joisted	1	160	1995	No		Water
Pump Station #4	71,761	-	Yes	Frame	1	187	1950s	No		Water
10151 W McKenna Falls Rd	178,759	127,805	No	Masonry Joisted	1	323	1983	No		Water
Chlorine Facility McKenna Falls Intake	256,290	73,899	No	Masonry Joisted	1	768	1996	No		Water
50 NE Vena Ave	505,888		Yes	Masonry	1	520	1975	No		Water
Residence/Laboratory McKenna Falls	176,555	21,114	No	Masonry Joisted	2	2,200	1940S	No		Water
408 Lebo Blvd	76,791	-		Frame	1		1950s	No	98310	Parks
Eastside Treatment Plant 2475 Stephenson Avenue	7,419,412	-	Yes	Fire Resistive	1	3,981	2002	No	98310	WW
3027 Olympus Drive	1,688,007	343,000	No	Fire Resistive	2	15,200	1980s	No	98310	Utilities
Well #14 5853 S Central Valley Rd NE	115,413	71,920	No	Masonry Joisted	1	104	1982	No		Water

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Sewage Treatment Plant 1600 Oyster Bay Avenue	54,582,393	10,112,285	No	Fire Resistive	3	100,082	1984	No	98312	WW
Well #17 7001 W Belfair Valley Rd	115,413	30,446	No	Masonry Joisted	1		1986	No		Water
Louis Mentor Boardwalk Park - no longer Overwater Park 2nd & Washington Ave	4,356,357	46,757	No	Fire Resistive	-		1980s	No		Parks
Casad Dam 2920 Upper Union River Rd	36,824,358	-	No	Fire Resistive			1940S	No		Water
Pump Station CE1	9,892,550	-	Yes	Fire Resistive	2	4,182	1984	No		WW
Pump Station WB3	8,795,029	-	Yes	Fire Resistive	2	2,050	1984	No		WW
2304 19th Street	4,121,896	-	Yes	Fire Resistive	2	1,302	1984	No		WW
Watershed Bridges	627,740	-		Fire Resistive		1,200	2000	No		Water
Public Works Complex 100 Oyster Bay	4,286,772	984,629	No	Masonry Joisted	2	32,300	1990s	No	98312	Street/Storm
589 Lebo Blvd	92,955	-	Yes	Masonry Joisted	1	256	1992	No		Water
Pump Station #13	109,043	-	Yes	Fire Resistive	1		1942	No		Water

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Pump Station #17 4398D W Belfair Valley Rd	303,890	-	Yes	Masonry Joisted	1	480	1991	No		Water
Well #2R	115,413	-	No	Fire Resistive	1	30	1980	No		Water
Well #3	115,413	-	No	Fire Resistive	1	30	1950	No		Water
Well #7	148,388	-	No	Fire Resistive	1		1992	No		Water
Well #13	117,100	15,056 -	No	Frame	1	80	1990	No		Water
Well #15	115,413	-	No	All Steel	1	80	1992	No		Water
Well #18 8301B W. Old Belfair Highway	115,413	-	No	Fire Resistive	1	336	1988	No		Water
Equipment Storage Building (Biosolids App. Area - Gorst) McKenna Falls Head Tank	23,239	2,060	No	Steel	1	800	1994	No		Water
Well #16	123,657	-	Yes	Fire Resistive	1		1981	No		Water
Gorst Production Well	63,036	-	Yes	Fire Resistive	1		1993	No		Water

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Booster Station #6	35,752	-	Yes	Fire Resistive	1		1992	No		Water
Booster Station #7 1527 Cook Rd SW	35,752	-	Yes	Fire Resistive	1		1992	No		Water
Pump Station CE-2	839,657	-	Yes	All Steel	1	36	1970s	No		WW
Pump Station CE-3	1,648,758	-	Yes	Fire Resistive	2	450	1970s	No		WW
Pump Station CE-4	7,419,412	-	Yes	Fire Resistive	2	3,906	1980s	No		WW
Pump Station CE-6	3,832,723	-	Yes	Fire Resistive	2	966	1980s	No		WW
Pump Station CW-2	1,321,891	-	Yes	Fire Resistive	0	264	1940s	No		WW
Pump Station CW-3	700,602	-	Yes	All Steel	1	36	1970s	No		WW
Pump Station CW-4	824,379	-	Yes	Fire Resistive	0	100	1960s	No		WW
Pump Station EB-2	5,602,577	-	Yes	Fire Resistive	2	400	1970s	No		WW
Pump Station EB-3	2,473,137	-	Yes	Fire Resistive	2	480	1970s	No		WW
Pump Station EB-4	350,301	-	Yes	All Steel	0	48	1960s	No		WW

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Pump Station EB-5	700,602	-	Yes	All Steel	1	36	1970s	No		WW
Pump Station EB-6	1,541,325	-	Yes	Fire Resistive	1	144	1940s	No		WW
Pump Station EB-8	736,053	-	Yes	All Steel	1	36	1970s	No		WW
Pump Station EB-9	726,071	-	Yes	All Steel	0	12	1970s	No		WW
Pump Station KL-1	1,541,325	-	Yes	Fire Resistive	2	675	1970s	No		WW
Pump Station KL-2	1,541,325	-	Yes	Fire Resistive	2	630	1970s	No		WW
Pump Station KL-3	1,071,693	-	Yes	Fire Resistive	2	450	1970s	No		WW
Pump Station KL-4	1,071,693	-	Yes	Fire Resistive	2	450	1970s	No		WW
Pump Station PB-1	1,236,569	-	Yes	All Steel	1	64	1970s	No		WW
Pump Station PB-2	1,648,758	-	Yes	All Steel	1	64	1970s	No		WW
Pump Station OB-1	7,561,264	-	Yes	Fire Resistive	2	1,260	1970s	No		WW
Pump Station OB-2	2,473,137	-	Yes	Fire Resistive	2	480	1970s	No		WW

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Pump Station OB-3	2,473,137	-	Yes	Fire Resistive	2	450	1970s	No		WW
Pump Station OB-4	2,473,137	-	Yes	Fire Resistive	2	450	1970s	No		WW
Pump Station OB-5	824,379	-	Yes	Fire Resistive	2	480	1970s	No		WW
Pump Station OB-7	824,379	-	Yes	Masonry Joisted	1	240	1990s	No		WW
Pump Station MD-1	824,379	-	Yes	Fire Resistive	1	56	1990s	No		WW
Pump Station WB-4 432 Constitution Ave	736,053	-	Yes	All Steel	1	36	1970s	No		WW
Odor Control Station #3	494,627	-	Yes	Fire Resistive	1	120	1990s	No		WW
Odor Control Station #1	494,627	-	Yes	Fire Resistive	1	240	1990s	No		WW
Odor Control Station #2 200 High Ave	494,627	-	Yes	Fire Resistive	1	336	1990s	No		WW
Composite Sampling Station SS-1	123,657	-	Yes	Fire Resistive	1	100	1980s	No		WW
Composite Sampling Station SS-2	123,657	-	Yes	Fire Resistive	1		1980s	No		WW
Corrosion Control Facility 1650 3rd Ave	1,716,150		Yes	Masonry	2	1,290	1998	No		WW

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
Generator Storage Facility at Well 14 5853 S Central Valley Rd NE	19,278	-	Yes	Frame	1	240	1997	No		Water
W Branch Water Intake Facility 5200 Rd Bremerton Watershed	1,045,834	-	Yes	Fire Resistive	1		1990s	No		Water
McKenna Falls Water Intake Facility 5000 Rd Bremerton Watershed	1,016,473	-	Yes	Masonry Joisted	1		1990s	No		Water
Booster Station #10 5785 Imperial Way SW	175,313	-	Yes	Masonry Joisted	1	504	1970s	No		Water
Fire Department Warehouse 3031 Olympus	290,540	105,060		Steel Frame	1	5,000	2003	No		Fire
Pump Station WB-6 299 Callow Avenue S	5,602,577	-	Yes	Fire Resistive	1	900	2003	No		WW
Conference Center 100 Washington Avenue	10,985,445	420,240	No	Masonry	1		2004	No		Econ Devel
Government Center 345 6th Street	10,000,000	2,000,000		Steel Frame	5		2004	No	98337	Finance
Fire Station # 1 911 Park Avenue	3,000,000 4,508,867	650,000		Wood Frame/Steel	1		2004	No	98337	Fire
BPD Building B 1025 Burwell Street	377,477	110,000		wood /Brick	1		1980			
Pistol Range Building	95,329	5,000		Masonry	1		1970s			

Description	Building Value	Content Value	Content w/ Bldg	Const Type	# of Stories	SQ. FT.	Year Built	Flood Plain	Zip Code	Responsible Dept.
6851 W Belfair Valley Road										
TOTAL	\$139,536,051	4,526,872								

Port Orchard



The City of Port Orchard was first established along the south shore of Sinclair Inlet and has grown southward for more than 100 years. As the county seat, the City has been an important urban area for Kitsap County, and particularly South Kitsap. The City is served by a Mayor and seven Council members and is classified as a second-class City. Its proximity along Sinclair Inlet provides an easily accessible saltwater shoreline and stunning views of the Olympic Mountains. Natural ravines protect blackjack Creek and Ross Creek and maintain a rural belt in an urban area. There is convenient access to Port Orchard with regularly scheduled passenger ferry service, with connections to Seattle via the Washington State Ferry system. The marine Park and downtown waterfront host numerous community activities, concerts, and the weekly farmers market. Boating is supported by the Port Orchard Marina and numerous other marinas and boating services.

People

Population Overview

Port Orchard has a diverse population of 14,390.¹³² Many professionals transit daily to downtown Seattle. The city is characterized by professional, scientific employment, construction, and education. Table 64 shows the City's population density and urbanization.

Port Orchard Population Information				
Population	Population Density	Number of Households	Median Household Income	Under 65 with a Disability
15,163 (2019)	1,571 per sq. mi (2019)	5,775 (2019)	\$68,287 (2019)	12.9% (2017)

Table 63: Port Orchard Population Information

Age Distribution

Figure 52 shows the distribution of age in Port Orchard.

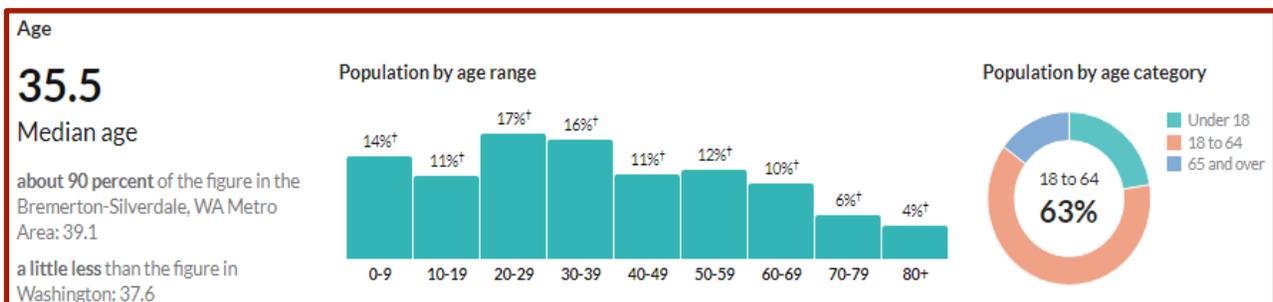


Figure 52: Population Distribution

¹³² April 1, 2019 OFM Population Estimate for Port Orchard

South Kitsap (Updated Jan 2019) Kitsap Sub-County Populations with Functional and Access Needs Estimates

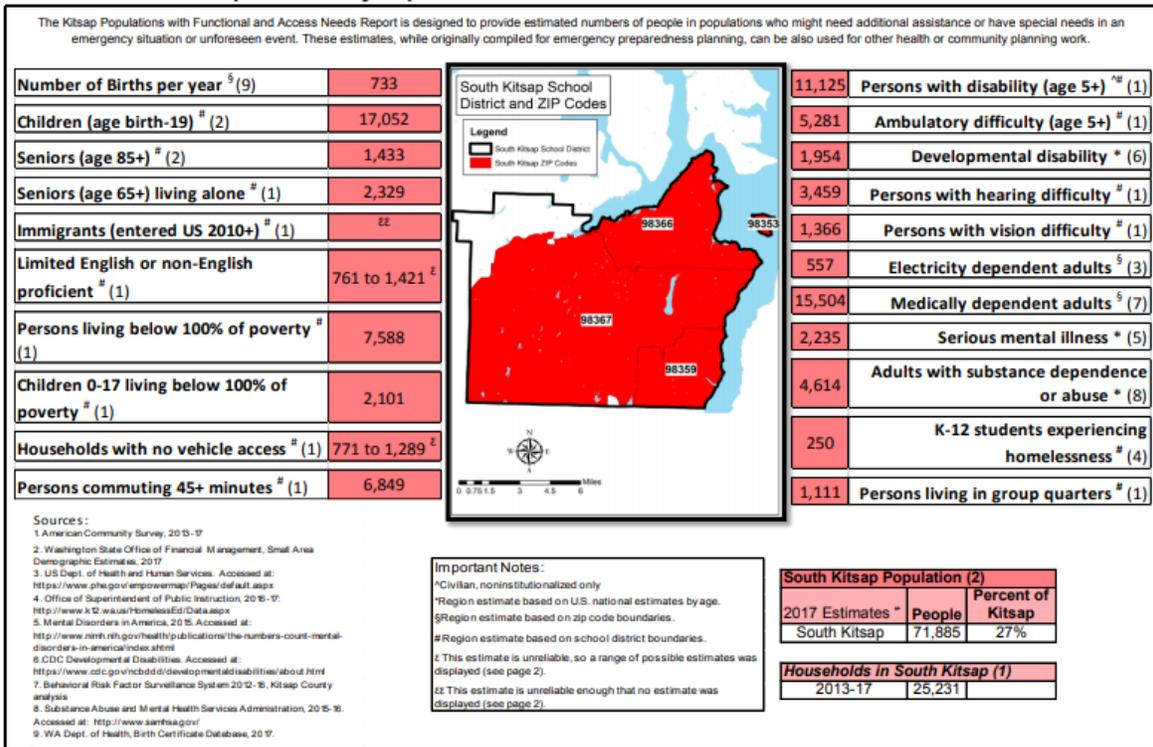


Figure 53: South Kitsap Vulnerable Population

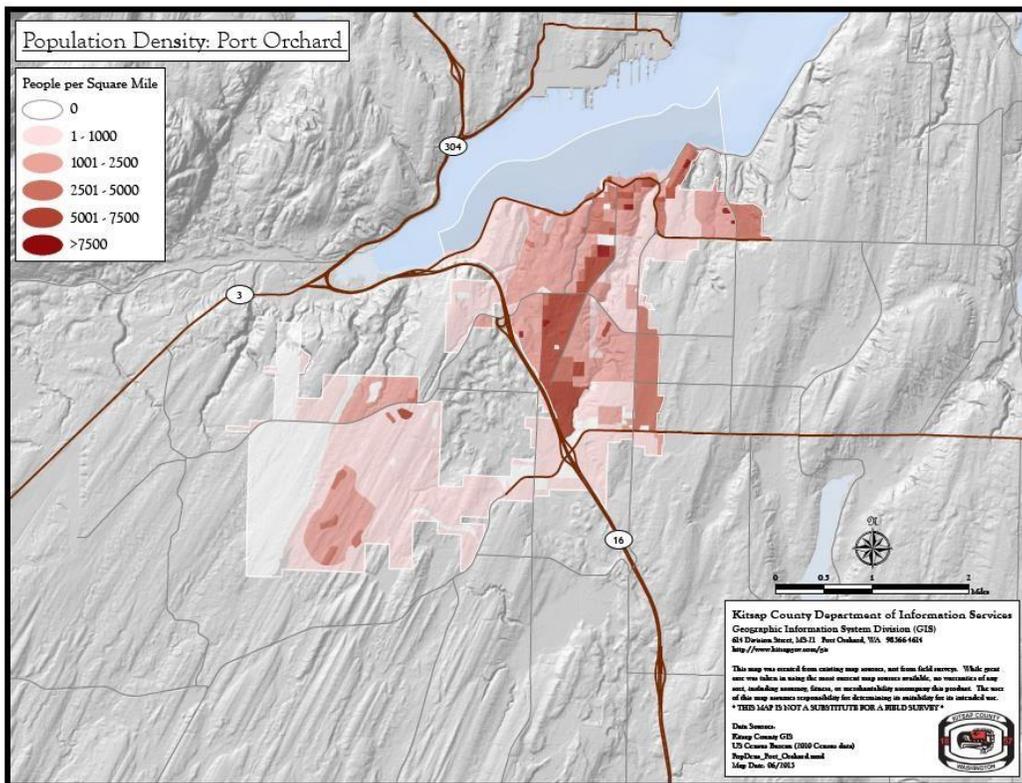


Figure 55: Port Orchard Population Density

Economy

The most current economic census data from 2012 show the economy based (by annual revenue, highest first) in retail trade, health care, and social assistance, wholesale trade, and real estate. Based on the number of establishments (highest first), the economy is based on retail trade, professional, scientific and technical services, health care and social assistance, accommodation and food service, and other services except for public administration.¹³³

The City's economy also supported by the Puget Sound Naval Shipyard, local commerce as seen on the Port Orchard Industrial Park, and employment in the Seattle-Tacoma area. The City's downtown corridor is characterized by working private shipyards, marinas, and merchants providing a variety of retail services to the citizens. The economic base also includes multiple federal defense agencies: Naval Station Port Orchard, Puget Sound Naval Shipyard, Naval Submarine Base Banger, Naval Keyport Center, and support facilities. The dominance of Federal employment (the Navy) drives all other economies in the county. The dominance of service industries in Port Orchard indirectly supports the Federal economic base.

Built Environment

Existing Structures

Land use in Port Orchard is primarily residential housing, government, retail, and waterfront marinas. As part of the Management Growth Act, Port Orchard has annexed land in recent years to accommodate city growth. Because it is the County seat, Port Orchard includes the Kitsap County Administration Building, courthouse, and adjoining Corrections Center. These facilities are part of the County's Damage Assessment Program. Land use also includes include numerous residential areas and commercial zones.

Port Orchard has 6% of its buildings located in the moderate-high liquefaction zone, with 725 of them built before modern building codes, increasing the risk of significant damage to an earthquake.¹³⁴ Based on the 2015 Hazus risk assessment, the table below highlights some of the buildings in Port Orchard that are affected by flooding, tsunami, earthquake, and landslide.

City of Port Orchard Areas of Mitigation Interest ¹³⁵					
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type
General Retail	205 Bethel Ave.	\$76,000	\$50,000	66%	Earthquake, Landslide
Cedar Heights Junior High School	336 Lippert Dr. W.	\$2.9 million	\$1.6 million	56%	Earthquake
Kitsap County Government Building	507 Austin Ave.	\$5.0 million	\$2.9 million	57%	Earthquake
Single Family Home	1699 Bay St.	\$61,000	\$26,000	42%	Flood
Multiple Single-Family Homes	SW Bay St.	\$676,000	N/A	N/A	Landslide

Table 64: City of Port Orchard Areas of Mitigation Interest

¹³³ Washington Department of Finance Management (2012)

¹³⁴ FEMA Risk Report for Kitsap County (2015)

¹³⁵ FEMA Risk Report for Kitsap County (2015)

Housing

Out of just under 5,500 units in the City, over half were built before 1989. There are a significant number of structures that were constructed pre-earthquake code requirements.

Residential Structures		
Type	Estimate	Percent
Housing Occupancy		
Total housing units	5,460	100%
Occupied housing units	4,776	87.5%
Vacant housing units	684	12.5%
Homeowner vacancy rate	6.0	(X)
Rental vacancy rate	5.3	(X)
Units in Structure		
Total housing units	5,460	100%
1-unit, detached	3,379	61.9%
1-unit, attached	364	6.7%
2 units	139	2.5%
3 or 4 units	396	7.3%
5 to 9 units	395	7.2%
10 to 19 units	357	6.5%
20 or more units	263	4.8%
Mobile home	167	3.1%
Boat, RV, van, etc.	0	0.0%
Year Structure Built		
Total housing units	5,460	100%
Built 2014 or later	189	3.5%
Built 2010 to 2013	491	9.0%
Built 2000 to 2009	1,073	19.7%
Built 1990 to 1999	1,306	23.9%
Built 1980 to 1989	460	8.4%
Built 1970 to 1979	569	10.4%
Built 1960 to 1969	210	3.8%
Built 1950 to 1959	302	5.5%
Built 1940 to 1949	351	6.4%
Built 1939 or earlier	509	9.3%

Table 65: Port Orchard Housing Characteristics 2013-2017 American Community Survey 5-Year Estimates (US Census, 2017)

Infrastructure

Transportation, Communications, and Utilities

Major thoroughfares include State Highway 16, Bay Street, Tremont Street, Sidney Avenue, Sedgwick, Port Orchard Blvd, and Bethel. The City has an extensive system of local public streets with commuter service provided by Kitsap Transit. The City of Port Orchard is serviced by Puget

Sound Energy, West Sound Utilities Districts, and Wave Cable for internet and television service. Xfinity also serves Port Orchard for cable television.

The City Hall was built in 1999 and serves as City administration, courts, and was the former Emergency Operations Center (EOC). Port Orchard's EOC has been relocated to South Kitsap Fire and Rescue, Station 31, which resolves the critical vulnerabilities that were inherent with the previous EOC location.

Critical Facilities

Critical structures include:

- City of Port Orchard City Hall and Public Works shop;
- South Kitsap School District: South Kitsap High School, Cedar Heights Jr. High;
- Givens Community Center;
- Kitsap County Courthouse Complex and county jail;
- Fire District #7 – Fire Station #31;
- Health Facilities: Group Health Coop of Puget Sound, Harrison Memorial; and
- Joint wastewater treatment facility wells: 5 wells and one transmission main from the City of Port Orchard.

Cultural Resources

Port Orchard has various cultural resources that involve the community in many ways. Some of them include The Masonic Hall on the National Register of Historic Places¹³⁶, The Sidney Museum and Arts Association¹³⁷ with cultural assets such as a gallery, art museum, and log cabin museum, The Western Washington Center for the Arts¹³⁸ which acts as a community theater, The Veteran's Living History Museum¹³⁹, and The Fathoms 'O' Fun Festival¹⁴⁰, which is considered a valued community tradition.

Future Development

The City's Comprehensive Plan and the Kitsap County Countywide Planning Policies include growth targets for 2036 that indicate a future Port Orchard population of 20,558 people. As of 2015, the City had sufficient land capacity to accommodate a population of 22,681 people. Port Orchard grows annually adding about 300 new residents to the city every year.

Natural Environment

The city is characterized by a typical port bordered by hills and cliffs above the downtown corridor. The city is currently 5,500 acres. Marinas, merchants, and parking areas border the waterfront. The city includes some waterways.

¹³⁶ <https://catalog.archives.gov/id/75612725>

¹³⁷ <http://www.sidneymuseumandarts.com>

¹³⁸ <https://www.wvca.us>

¹³⁹ <https://www.facebook.com/pages/Veterans-Living-History-Museum/439610442816832>

¹⁴⁰ <https://www.fathomsofun.org>

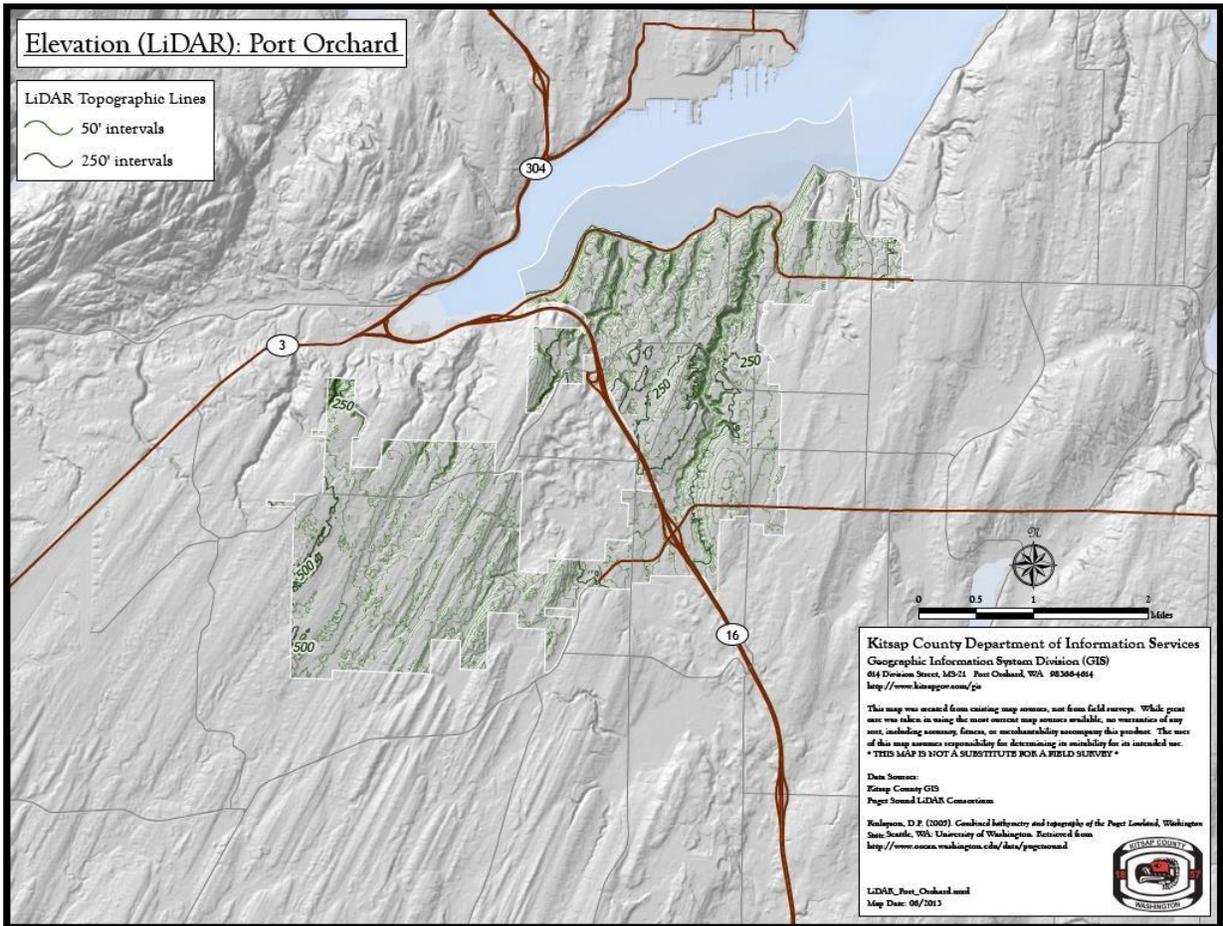


Figure 56: Elevation (LiDAR): Port Orchard

History of Disasters

The below shows the history of natural hazards in Port Orchard. Most damage that has occurred has been associated with heavy rains, high tides, or landslides. The downtown area is prone to flooding during significant rainfall and tides. Some mitigation has been performed, but more is needed to improve the situation.

Event Date	Type of Event	Declaration
February 2019	Severe Winter Storm	Local (was undeclared locally), State
December 2018	Severe Winter Storms - Tornado	Local, State, Federal
12/11/2008	Severe Winter Shelter	Local
12/03/2007	Severe Winter Storm	Local, State
12/16/2006	Severe Storm	Local
01/30/2006	Severe Storm	Local
12/05/2005	Severe Winter Storm	Local, State, Federal
08/29/2005	Hurricane	Federal
10/20/03	Flooding	Local, State, Federal
07/02	Flooding	Local, State
09/11/2001	Terrorist Attack	Federal
02/01 02/28/01	Earthquake – Nisqually	Local, State, Federal
03/97	Flooding	Local, State, Federal
12/96	Severe Storm	Local, State, Federal
04/96	Mudslide	Local
02/96	Flooding	Local, State, Federal
11/95	Severe Storm –Wind/flooding	Local, State, Federal
12/94	Flooding	Local
01/93	Windstorm	Local, State, Federal
01/92	Severe Storm	No declaration
12/90	Severe Storm	Local, State, Federal
12/82	Severe Storm	Local, State, Federal
05/80	Mt. St. Helens, volcano	State, Federal
01/74	Severe Storm	Local, State, Federal

Event Date	Type of Event	Declaration
05/65	Earthquake	Local, State, Federal
10/62	Severe Storm – Wind	Local, State, Federal

Table 66: Emergency/Disaster History for Port Orchard

Mitigation Planning

Risk Assessment

The Kitsap County Profile Section of this plan provides a thorough assessment of hazards associated with Kitsap County and its incorporated cities. Although each city is affected differently, risks significant to the City of Port Orchard are floods, earthquakes, landslides, tsunamis, and severe storms. The Kitsap County Profile Section provides a synopsis of the County and cities, while this profile provides additional information specific to Port Orchard.

Rating System

The rating system for Port Orchard is consistent with the general plan. A rating for each hazard is defined as high, moderate, and low based on the information provided in The Planning Process Section to this plan. Additional ratings are applied for priority mitigation strategies and cost analysis.

Overview

As noted earlier, the City of Port Orchard has a history of severe storms, landslides, and earthquakes. These vulnerabilities can cause serious damage and, in some cases, limit the mobility of the city around these hazards. Major east/west faults line in the Puget Sound Region intercept the southern end of the Island as well as being vulnerable to potential inland and ocean tsunamis.

As part of the vulnerability assessment process, the City of Port Orchard government completed an inventory of all critical facilities and has considered these critical facilities in our planning and mitigation strategy development process. The City of Port Orchard has no repetitive loss properties.

Planning Process

As noted in the basic MHMP Plan Update, Port Orchard assigned personnel to the mitigation plan update and through the planning update process were assigned to the Multi-Hazard Mitigation Planning Committee. Personnel also attended monthly Planning Committee webinar conference calls as well as completed the HIVA and MHMP RFI Trackers, reviewed drafts of the document, and communicated via emails and one-on-one discussions. Records can be found in Appendix C: Stakeholder and Public Engagement. Additionally, the City solicited for inputs from City Departments, City Council, and the citizens of Bainbridge Island. Additionally, the City solicited for inputs from City Departments, City Council, and the citizens of Port Orchard. The city conducted a notice of public hearing and review of the MHMP for the City at a public town hall on September 4, 2019, at City Chambers.

Plans and Ordinances

In an effort to maximize hazard mitigation planning, the following city plans are used to support and mandate mitigation efforts throughout the city:

1. Comprehensive Land Use Plan adopted June 14, 2019 (Ordinance 014-16), most recently amended on July 10, 2018, by Ordinance 021-18.

This 20-year plan is a vision for the City of Port Orchard, which guides the development of the City into the future. The Plan's goals and policies give direction for managing future growth consistent with citizens' desired future and quality of life.

The Comprehensive Plan also includes a Land Use Map linked to the land use and environmental policies that establishes areas of the City for residential, commercial, industrial and other land uses

These actions will work to strengthen the natural environmental and the quality of the built environment and provided a plan for mitigation during natural or other disasters.

2. Transportation Improvement Plan approved each July (projected 6-year plan)

The Transportation element identifies future system improvements. The Transportation Improvement Plan (6-year TIP) is adopted by reference into the City's Comprehensive Plan. It is amended annually as part of the annual Comprehensive Plan amendment process.

3. Capital Facilities Plan

The purpose of the Capital Facilities Plan is to provide policy direction to decision-makers regarding development regulations and expenditures for capital facilities associated with fire protection and emergency medical services, law enforcement, parks, schools, water, sewer, stormwater, and solid waste collection and disposal.

The plan also identifies and prioritizes Parks, Open Spaces and Shorelines and mitigation needs to the year 2036. It is an element of the Growth Management Act, which plans for effective use and development in flood zones and areas associated with natural or man-made disasters.

4. Surface Water Management Plan and/or Stormwater Management Code

This Stormwater Management Program (SWMP) is intended, along with the City's Comprehensive Stormwater Management Plan, to assist the City in planning, funding, and implementing a comprehensive program for addressing current and future regulatory and policy requirements for managing and mitigating stormwater runoff, water quality, flooding problems, and the City's natural resources. The Stormwater Plan is being updated and new standards were adopted in 2016.

5. Uniform Building and Fire Code

The Uniform Building and Fire Code establishes codes and regulations for building structures for safe occupancy and mitigates against accidents and natural or man-made causes.

The City has adopted the International Building Code, International Fire Code, and International Residential Code consistent with state law. The currently adopted codes are the 2015 series. The "Uniform" series of codes (except for plumbing), hasn't been used since the early 2000s.

6. The Port Orchard Municipal Code

These plans and policies regulate the infrastructure, environment, and building codes for the City of Port Orchard. The city follows these codes to mitigate potential damage during catastrophic events. Mitigate seismic events and other hazards through building structures to withstand or minimize the effects of these hazards.

7. Unified Development Code

Title 20 of the Port Orchard municipal code contains the City's development regulations including zoning, design standards, subdivision standards, critical areas code, building codes, stormwater regulations, flood damage prevention standards (National Flood Insurance Program), and other environmental regulations.

Zoning Ordinance Updated 2012 contains changes and updates to Zoning Ordinances are the responsibility of Planning and Community Development. Its mission is to coordinate and manage land use activity. Mitigates buildings and the environment in hazardous locations.

Subdivision Ordinance Incorporated in Title 16, 2013 POMC: The purpose of this chapter is to regulate the subdivision of land within the city limits of Port Orchard and to require accurate legal descriptions. The controls, standards, and procedures set forth in this chapter shall serve to minimize any expected negative impact of the proposed property use and mitigates potential damage during catastrophic events

The Critical Areas Ordinance 18 (includes Flood Damage Prevention), and Codified as Title 18, POMC defines wetlands, areas of critical recharging area effect on aquifers used for water, fish and wildlife habitat as required by the Growth Management Act. This ordinance identifies and plans for future mitigation of these critical areas.

National Flood Insurance Program Ordinance: The most recent review of the city's participation in the NFIP was completed in 2013. The City adopted amendments to its Flood Damage Prevention Standards Chapter of the Port Orchard Municipal Code at that time. This code has since been moved into the new title 20 of the Port Orchard municipal code. On September 16, 2013, the city received written confirmation that its code was compliant with 44 CRF 60.3 and 86.16 RCW.

Port Orchard's participation in the NFIP allows them to use the resources of FEMA to use mitigation planning is to identify policies and actions that can be implemented over the long term to reduce risk and future losses.

These plans inherently include strategies, policies, and ordinances that approve mitigation strategies or deter improvements affected by hazards. In each case, mitigation planning is essential to the safety and security of the citizens of Port Orchard. As such, The City Engineers, the HMP representative for Port Orchard, will review mitigation strategies to ensure other plans are consistent with the plan.

Hazard Assessments

Flooding

Probability of Occurrence: Moderate

The city center of Port Orchard sits along Sinclair Inlet of Puget Sound and is susceptible to high tides and urban flooding during the winter months. Extreme high tides coupled with significant rainfall, can cause flooding in downtown Port Orchard as well as affect residential waterfront properties. The significant water puts significant pressure on stormwater systems forcing water on the streets and into nearby retail outlets downtown. In other areas of town, land management and improvements in stormwater systems have reduced flooding during the winter storm season, although significant events will cause urban flooding. The City of Port Orchard is affected by creeks and streams, but there are no significant tributaries in the city. There are no critical facilities inside the flood-prone areas.

National Flood Insurance Program (NFIP)

The City of Port Orchard entered the National Flood Insurance Program in 1978. The most recent review of the city's participation in the NFIP was conducted in 2005. During this Community Assistance Visit (CAV) the summarized findings from the CAV included the need for an amendment to the City's flood chapter 15.38, preparation of procedures to implement Chapter 15.38, and additional information on three specific cases that were cited in their fieldwork.

On September 16, 2005, the Floodplain Management Specialist responded to the City's transmittal of information by approving Ordinance No. 016-05 bringing the city into full compliance with Federal and State floodplain management requirements.

The City provided the Floodplain Management Specialist with additional information on the three specific cases cited during their visit which cleared all of the findings and closed the CAV for Port Orchard. Their conclusion was that the City is effectively regulating development in the City's flood hazard areas and they would notify FEMA of this certification.

The most recent review of the city's participation in the NFIP was completed in 2013. The City adopted amendments to its Flood Damage Prevention Standards Chapter of the Port Orchard Municipal Code at that time. This code has since been moved into the new title 20 of the Port Orchard municipal code. On September 16, 2013, the city received written confirmation that its code was compliant with 44 CRF 60.3 and 86.16 RCW.

Special Flood Hazard Area Assessment ¹⁴¹						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Port Orchard	\$966 Million	<1%	\$579,000	<1%	24	0
<p>Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1-percent-annual-chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county's SFHAs are identified as Zones AE or A. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available from Kitsap County for the Port Gamble S'Klallam Indian Reservation, so the results are listed as unknown.</p>						

Table 67: Special Flood Hazard Area Assessment

Flood Risk Community Characteristics ¹⁴²						
Community	Total Population	CRS Community	Flood Claims	Repetitive Loss Properties	Total Policies	Total Insurance Coverage
Port Orchard	11,144	No	0	0	25	\$6.8 Million
<p>Note: The community overview summarizes characteristics at the community level. Data were obtained from FEMA and the U.S. Census and were current as of November 23, 2015</p>						

Table 68: Flood Risk Community Characteristics

¹⁴¹ FEMA Risk Report Kitsap County 2015

¹⁴² FEMA Risk Report Kitsap County 2015

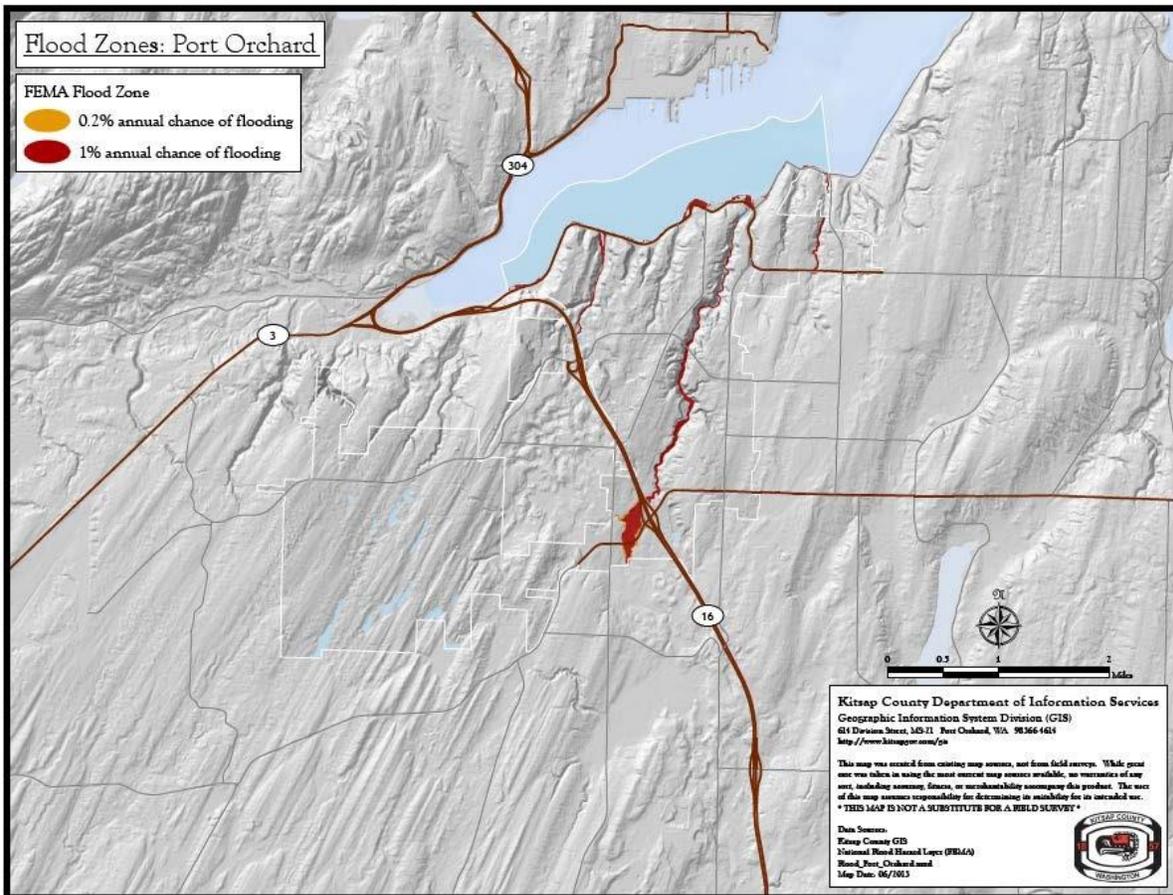


Figure 57: Figure 4: Flood Zones City of Port Orchard Kitsap County Department of Information Services 2013

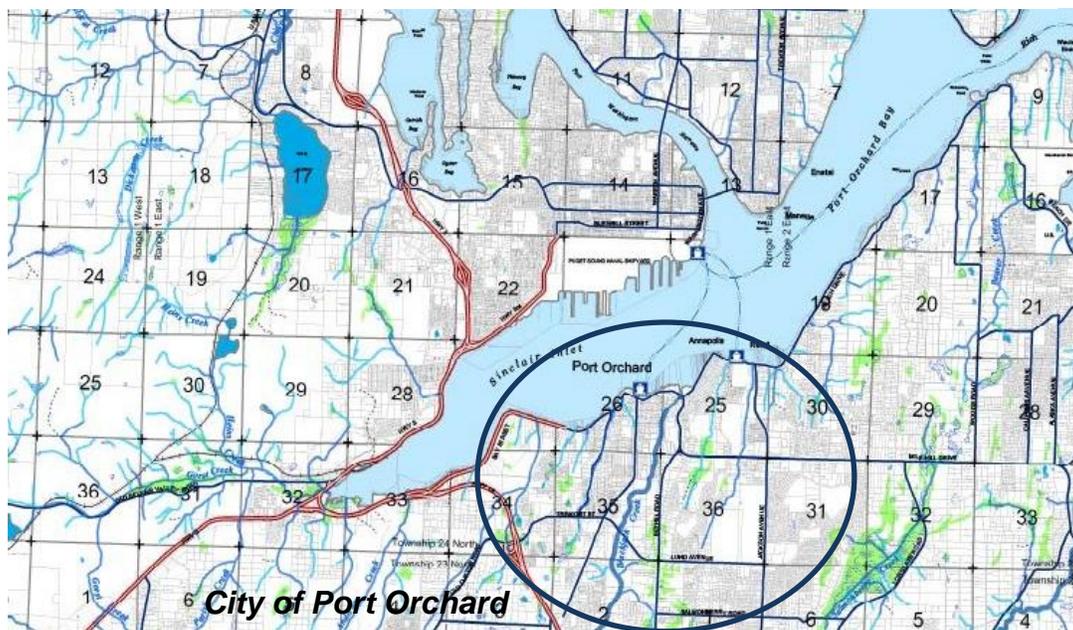


Figure 58: Streams and Surface Waters, City of Port Orchard (Kitsap County GIS)

Severe Storms/Tornados

Probability of Occurrence: High

The City of Port Orchard is vulnerable to severe weather, typically in the winter months. High winds, significant rainfall, and snow can cause some urban flooding, damage from falling trees, and the potential for landslides due to saturated soils. This can result in loss of life, damage to homes, and significant power outages. Although earthquakes have the potential for significant damage and loss of life, severe storms are annual occurrences, and any mitigation can also minimize the loss of life and damage from other hazards.

Severe storms affect the entire City. Although Port Orchard does not have any major rivers or contributories, urban flooding from over-taxed stormwater system can cause damage to residential and retail outlets. The location of the city is ideal for being in the Puget Sound convergent zones during significant weather events and vulnerable to strong winds as weather fronts move over the Olympic Mountains. This results in falling trees or branches and significant power outages. Downtown Port Orchard is vulnerable to flooding when heavy rains are combined with high seasonal tides, routinely in the winter months. The downtown area will experience temporary flooding of roads and some buildings while tides remain high. Some mitigation has been conducted, but significant changes to infrastructure would be necessary to reduce these symptoms.

100% of the City has the potential for damage and loss of life from severe storms

Landslides & Erosion

Probability of Occurrence: Moderate

The City of Port Orchard is vulnerable to minor landslides and erosion mostly on coastal cliffs vulnerable to an earthquake or when significant rainfall saturates vulnerable landslide areas. Former LIDAR studies showed some minor vulnerable areas, noting many are within the city limits but do pose a threat to highways that lead to the downtown area. Additional studies of building stock located in these areas will be conducted in the future. Initial estimates define residential stock in these locations, but no critical facilities. Long-term mitigation efforts include restrictions on developing these areas for use. In the short term, areas are monitored by Public Works during significant weather events.

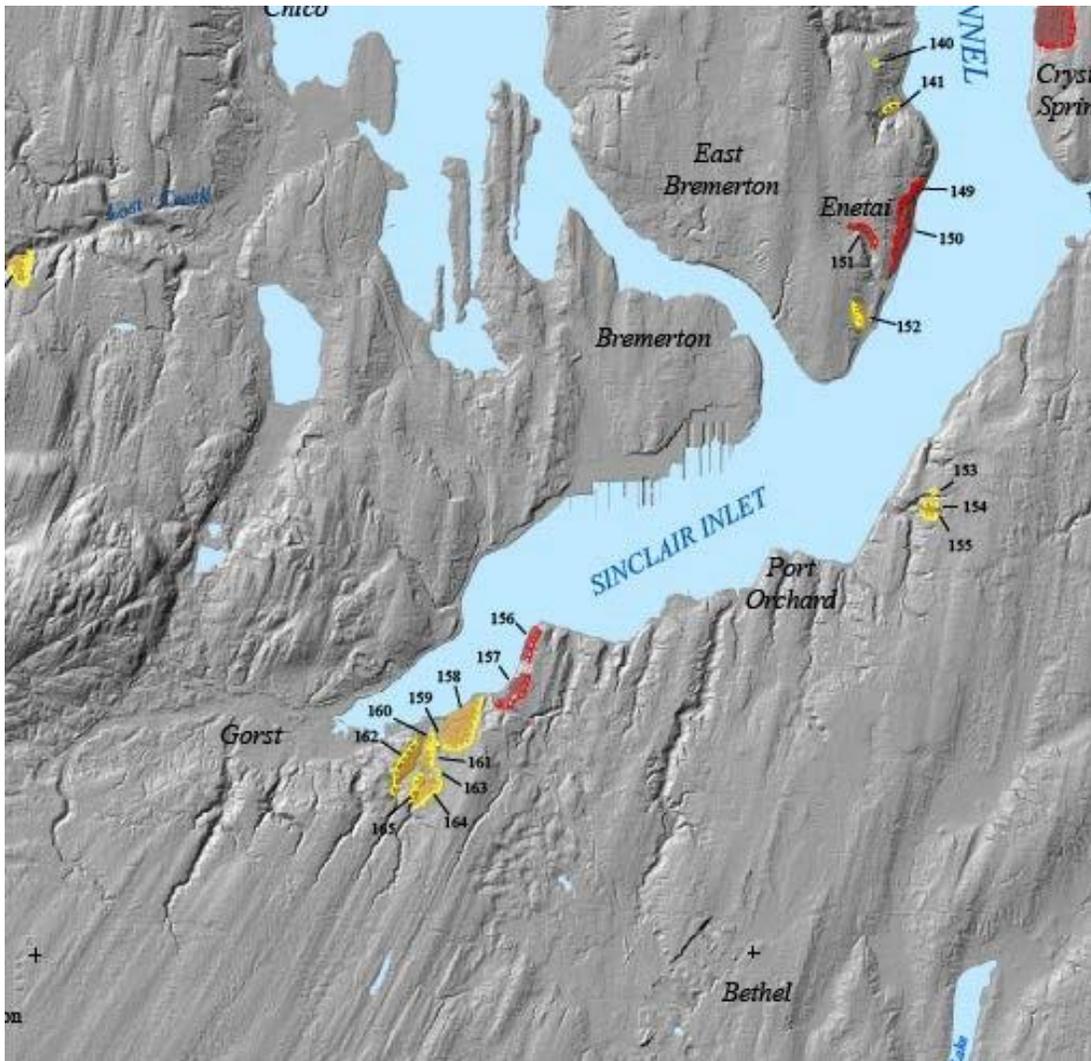


Figure 59: LIDAR Data on Landslide Port Orchard (USGS)

Building Exposure to Landslides ¹⁴³		
Community	Buildings within Landslide Zone	Building Value with Landslide Zone
Port Orchard	66	\$8.1 Million

Table 69: Building Exposure to Landslides

Earthquakes

Probability of Occurrence: High

The City of Port Orchard is vulnerable to earthquakes and associated inland tsunamis. The downtown corridor is also susceptible to liquefaction impacting merchants, waterfront marinas, and the infrastructure. Figure 60 shows liquefaction susceptibility. Red areas in downtown note the high-risk areas in Port Orchard. Liquefaction in the downtown area could damage major roads into downtown from the west, and damage residential and commercial buildings. Along this

¹⁴³ FEMA Risk Report Kitsap County 2015

corridor are apartment complexes and senior assist facilities. Roads damage would disrupt life-safety response and alternative routes into downtown.

Hazus Earthquake Results for a Seattle M 7.2 Earthquake¹⁴⁴						
Community	Total Estimated Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Event	Loss Ratio (Dollar Losses/Total Building Value)
Port Orchard	\$966 Million	4,076	258	6%	\$377 Million	39%

Note: The above table shows the total estimated building value by community, total number of buildings by community, total number of buildings within the moderated to high liquefaction zone, and percentage of buildings within the moderate to high liquefaction zone. In addition, buildings losses are reported for a Seattle Fault 7.2 magnitude event as well as a loss ratio. A loss ratio is calculated by dividing the dollar loss by the total building value. The loss values are for building losses only; additional damages to infrastructure and building contents are not captured in this table. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available for the Port Gamble S'Klallam Indian Reservation from Kitsap County, so the results are shown as unknown.

Table 70: Hazus Earthquake Results for a Seattle M 7.2 Earthquake

Pre-Code versus Moderate Code Building in Kitsap County¹⁴⁵				
Community	Number of Pre-Code Buildings (before 1975)	Percent Pre-Code Buildings	Number of Moderate Code Buildings (after 1975)	Percent of Moderate Code Buildings
Port Orchard	1,415	35%	2,661	65%

Note: Pre-code buildings are those that are built prior to 1975. Moderate code are those built after 1975. These dates were chosen based on when the seismic provisions were incorporated into the building code statewide which was 1975. Please note that the analysis in Hazus used the following dates: Pre-code are any buildings prior to 1941. Moderate Code were any buildings after 1941, which is the default Hazus methodology. Please refer to the appendix for additional information.

Table 71: Pre-Code versus Moderate Code Building in Kitsap County

¹⁴⁴ FEMA Risk Report Kitsap County 2015

¹⁴⁵ FEMA Risk Report Kitsap County 2015

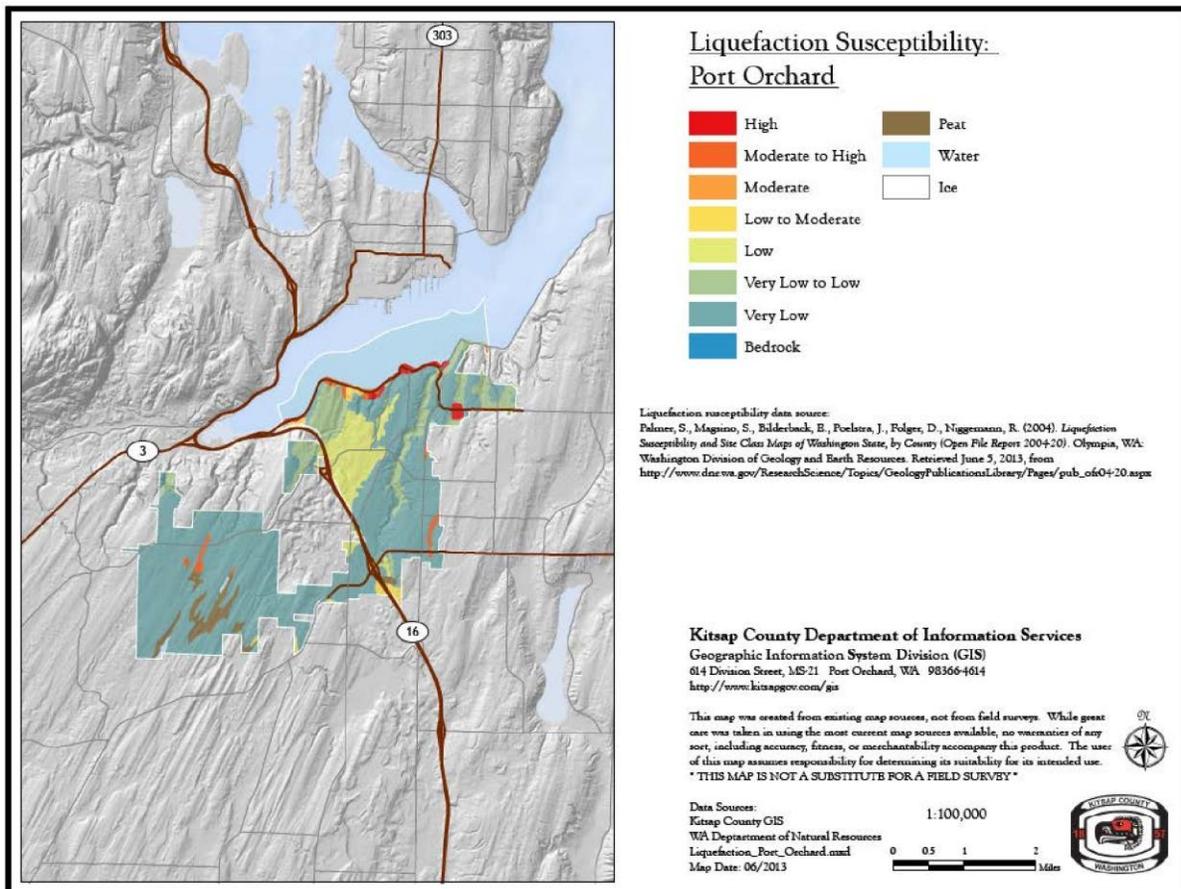


Figure 60: Liquefaction on Port Orchard (Kitsap County Department of Information Services)

Tsunamis & High Waves

Probability of Occurrence: Moderate

There is some potential for a tsunami affecting the City of Port Orchard. Recent studies have shown that a tsunami affected the area thousands of years ago. Here is the excerpt from the Kitsap Plan regarding the event:

A recent study produced by Maria E. Martin Arcos entitle *“The A.D. 900–930 Seattle-Fault-Zone Earthquake with a Wider Coseismic Rupture Patch and Postseismic Submergence:*

Inferences from New Sedimentary Evidence” suggest evidence of 4-5 m tsunami hitting the Gorst Area of Sinclair Inlet. The tsunami may have been an outcome of a Seattle fault earthquake or possibly other events cataclysmic enough to cause an 18-foot tidal wave in the Puget Sound. Maria Arcos conclusion is

“This study reiterates the threat of multiple hazards associated with earthquakes in the Puget Lowland, of which tsunamis are prominent in the case of Sinclair Inlet. Tsunami deposits at Gorst and tsunami modeling reiterate the tsunami threat in this inlet. Evidence for a tsunami in Sinclair Inlet is not unexpected based on the proximity to the Seattle fault zone and on previous tsunami models (Koshimura et al., 2002). Simulated wave heights of 4–5 m indicate tsunamis are not only a threat to the infrastructure in Gorst but also to the naval base at Port Orchard. Tsunami

simulations demonstrate that the higher uplift documented in this study results in almost a meter higher tsunami wave along Sinclair Inlet. Even an order-of-magnitude smaller Tacoma fault-generated tsunami would generate strong currents in the narrow straits and harbors near Gorst. Further tsunami simulations in the Puget Lowland, including different fault scenarios would help determine the degree of hazard posed by locally generated tsunamis.”

A four to five-meter tsunami can significantly affect the Cities of Port Orchard and Port Orchard as well as the Puget Sound Naval Shipyard. This and other studies conclude that inland tsunamis can be potentially catastrophic and need more attention by those Counties in the Puget Sound Region.

Earthquakes along the Washington coast would cause a surge of seawater along the coastal areas of the Straits of Juan De Fuca’s. Such a tsunami may cause a surge of water in Puget Sound affecting the coastal water of the entire area. Considering the number of people living along the coastal water of Puget Sound, such a wave could have devastating effects on lives as well as property and infrastructure. Similar damage to life and the economy could occur in Port Orchard depending on the size of the surge. Approximately 5.2% of the population resides in potentially dangerous areas. Damage from such an event may force boats and docks up along the shoreline damaging facilities and boats.

Drought

Probability of Occurrence: Low

Drought is most likely to affect the entire county. Hazard assessment information on drought can be found in the Drought Mitigation Strategies section.

City of Port Orchard Asset Profile

Location Port Orchard, WA	Port Code	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Givens Club Tacoma	Active 1025	98366	\$750,000	\$50,000	1962	Wood	2	7,500	Locked	No
City Hall Prospect Street	216	98366	\$10,000,000	\$500,000	1999	Steel	4	28,000	Sprinkled	Yes
Public Facility Vivian Court	Works 1535	98366	\$2,000,000	\$500,000	2001	Steel	1	10,000	Alarmed	Yes
Port Orchard Library 87 Sidney Avenue		98366	\$3,000,000	\$1,000,000	1975	Masonry	1	10,000	Alarmed	No
South Sidney Avenue Shed		98366	\$1,000,000	\$100,000	1960	Steel	2	2,000	Locked	No
DeKalb DeKalb Waterway Pier		98366	\$1,000,000	0	1985	Wood	1	6,000		No
Van Zee Water Tank 2 MG		98366	2,000,000	0	1976	Concrete			Locked	Yes
Sedgwick Water Tank 1 MG		98366	\$1,000,000	0	2000	Steel			Fenced	Yes
Lloyd Parkway Water Tank, 1 MG		98366	\$1,500,000	0		Concrete				Yes

Location Port Orchard, WA	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
McCormick Water Tank 450,000 Gal	98367	\$750,000	0	1994	Steel			Fenced	Yes
McCormick Water Tank #1 59,500 Gal	98367	500,000	0		Concrete			Fenced	Yes
McCormick Water Tank #2 59,500 Gal	98367	500,000	0		Concrete			Fenced	Yes
Morton Street Water Tank, 90,000 Gal	98366	\$400,000	0	1990	Steel			Fenced	Yes
Sidney Avenue Water Tank, 125,000 Gal	98366	\$500,000		1985	Steel			Fenced	Yes
Melcher Street Water Pump Station	98366	\$1,500,000	\$100,000	1976	Masonry	1	1,000	Fenced	Yes
City Hall Pump Station Kitsap/Cline	98366	\$1,000,000	\$200,000	1930	Masonry	2	2,000	Locked	Yes
Port Orchard Water Pump Station, SR 16	98366	\$300,000	\$25,000	1983	Wood	1	200	Locked	Yes
Well 6 Maple Street	98366	\$1,000,000	\$50,000	1940	Wood/Concrete e	1	600	Locked	Yes

Location	Port Orchard, WA	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Well 8	Sidney Avenue	98366	\$500,000	\$50,000	1986	Wood	1	400	Fenced	Yes
Well 9	Van Zee Park	98366	\$500,000	\$50,000	2004	Wood	1	400	Locked	Yes
McCormick Well	Field	98366	\$1,000,000	\$100,000	1992	Wood	1	800	Fenced	Yes
Marina Sewer	Pump Station	98366	\$3,000,000	\$500,000	1984	Concrete	1	1,000	Locked	Yes
Cedar Heights	Sewer Pump Station, Pottery Avenue	98366	\$400,000	\$35,000	1969	Concrete			Locked	Yes
Harrison Sewer	Pump Station, SK Blvd	98366	\$500,000	\$50,000	1995	Concrete			Fenced	Yes
Eagle Crest	Sewer Pump Station,	98366	\$300,000	\$50,000	1997	Concrete			Fenced	Yes
Golden Pond	Sewer Pump Station	98366	\$300,000	\$50,000	1999	Concrete			Fenced	Yes
Flower Meadows	Sewer Pump Station	98366	\$400,000	\$50,000	2002	Concrete			Fenced	Yes
Bravo Terrace	Sewer Pump	98366	\$500,000	\$50,000	1998	Concrete			Fenced	Yes

Location Port Orchard, WA	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Station									
McCormick Woods Sewer Pump Station #1	98367	\$1,000,000	\$100,000	1996	Concrete			Fenced	Yes
McCormick Woods Sewer Pump Station #2	98367	\$1,000,000	\$100,000	1996	Concrete			Fenced	Yes
Givens Field Restrooms	98366	100,000		2001	Masonry	1	507	Locked	No
Sander Rack Shed @ Well #6	98366	20,000		1998	Pole Bldg	1	720		No
213/215 Prospect	98366	400,000		1918	Wood	2	4888		No
Central Playfield Restroom	98366	50,000		1995	Masonry	1	1590	Locked	No
Van Zee Tennis Court	98366	100,000		1974	Asphalt	0	18000		No
Givens Tennis Court	98366	100,000		1974	Asphalt	0	18000		No
Boat Launch, 535 Bay	98366	250,000		1985	Concrete	0	555		No
Observation Deck @ Marina Pump Station	98366	20,000		1989	Concrete	2	530		No

Location	Port Orchard, WA	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Etta Turner/Blackjack Creek Park		98366	100,000		2005	Varies	0	18000		No
Central Park Retaining Wall		98366	50,000		2007	Concrete	0	800		No
Bay St Lift Station (Coast to Coast)		98366	1,500,000		1962	Concrete	2	100	Fenced	Yes
Tremont Place Lift Station		98366	150,000		1975	Concrete	1	100	Fenced	Yes
Annapolis Intertie Building (Wa Main)		98366	100,000		2007	Masonry	1	200	Locked	Yes
Wilkins Well		98366	100,000		1989					No
Well #7		98366	100,000		1961					Yes
Sedgwick Lift Station		98366	100,000		1995	Concrete	1	100	Fenced	Yes
MW Well #3 170ft		98367	150,000	25,300	Pchsd 1998				Fenced	Yes
MW Well #2 215ft		98367	150,000	20,200	Pchsd 1998				Fenced	Yes
MW Well #1 283ft		98367	200,000	18,200	Pchsd 1998				Fenced	Yes

Location Port Orchard, WA	Zip Code	Prop. Value	Contents	Year Built	Type of Construction	Number Stories	Square Footage	Type of Protection	Critical Facility (Yes/No)
Storage Bldg @ 1 MG Reservoir	98366	50,000		2004	Metal	1	200	Locked	No
WS Storage Shed	98366	25,000		2006	Wood	1	200	Locked	No
Well #10	98366	750,000		2007					Yes
The Ridge II Lift Station	98367	300,000	123,200	2007	Concrete	1	100	Fenced	Yes
Lowes Station Lift	98367	600,000	165,500	2007	Concrete	1	100	Fenced	Yes
The Ridge III Lift Station	98367	400,000	177,600	2007	Concrete	1	100	Fenced	Yes
Chemical Storage Shed	98367	30,000		2008	Wood	1	200	Locked	No
Shop Storage Canopy	98366	150,000		2002	Wood		3200	Fenced	No
Picnic Shelter @ Active Club	98366	50,000		1960	Masonry	1	720		No
Asset Profile Total Values:		\$44,195,000	\$4,250,000						

Poulsbo



Poulsbo is located in north-central Kitsap County. Scandinavian settlers arrived on the shores of Liberty Bay more than 100 years ago. Poulsbo became a city in the early 1900s with fishing and farming as primary industries. Downtown Poulsbo is adjacent to Liberty Bay, an extension of Puget Sound. Many community and regional events, some of which celebrate the Scandinavian heritage, are hosted in Poulsbo parks and historic downtown area. Being situated among the saltwater shoreline and low hills provides exceptional views of the Cascade and Olympic mountain ranges as well as Liberty Bay. The total land area is 2,905 acres. Poulsbo maintains a mayor-council structure but also staffs a city administrator.

People

Population Overview

The population of Poulsbo is 11,121. Many professionals transit daily to downtown Seattle. The city is characterized by professional, scientific employment, construction, and education. Citizens of Poulsbo, like other nearby cities, are employed at the military installations in Kitsap County. The table below shows the city’s population density.

Poulsbo Population Information				
Population	Population Density	Number of Households	Median Household Income	Under 65 with a Disability
11,121 (2019)	2,346 sq. mi (2019)	4,688 (2019)	\$69,072 (2019)	6.9% (2017)

Table 72: Poulsbo Population Information

Age Distribution

The city’s population is consistent with other cities in the county with a number of senior/assist facilities in the city mostly located in the city’s urban center. The senior population has grown consistent with statistics nationwide.

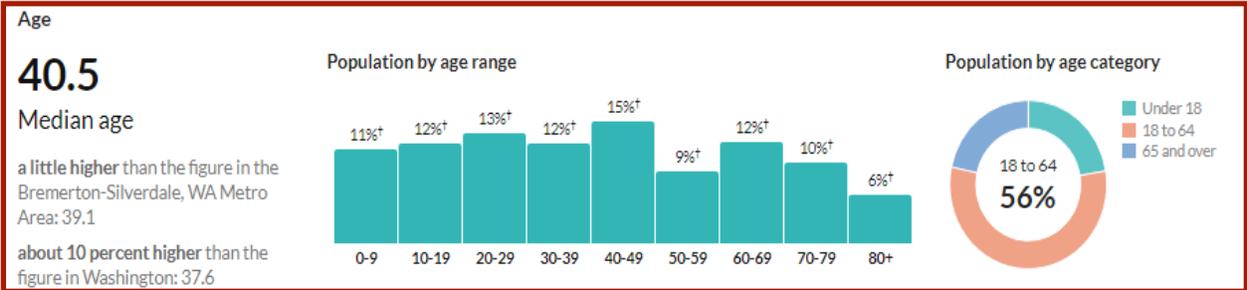


Figure 61: Poulsbo Population Distribution

North Kitsap (Updated Jan 2019) Kitsap Sub-County Populations with Functional and Access Needs Estimates

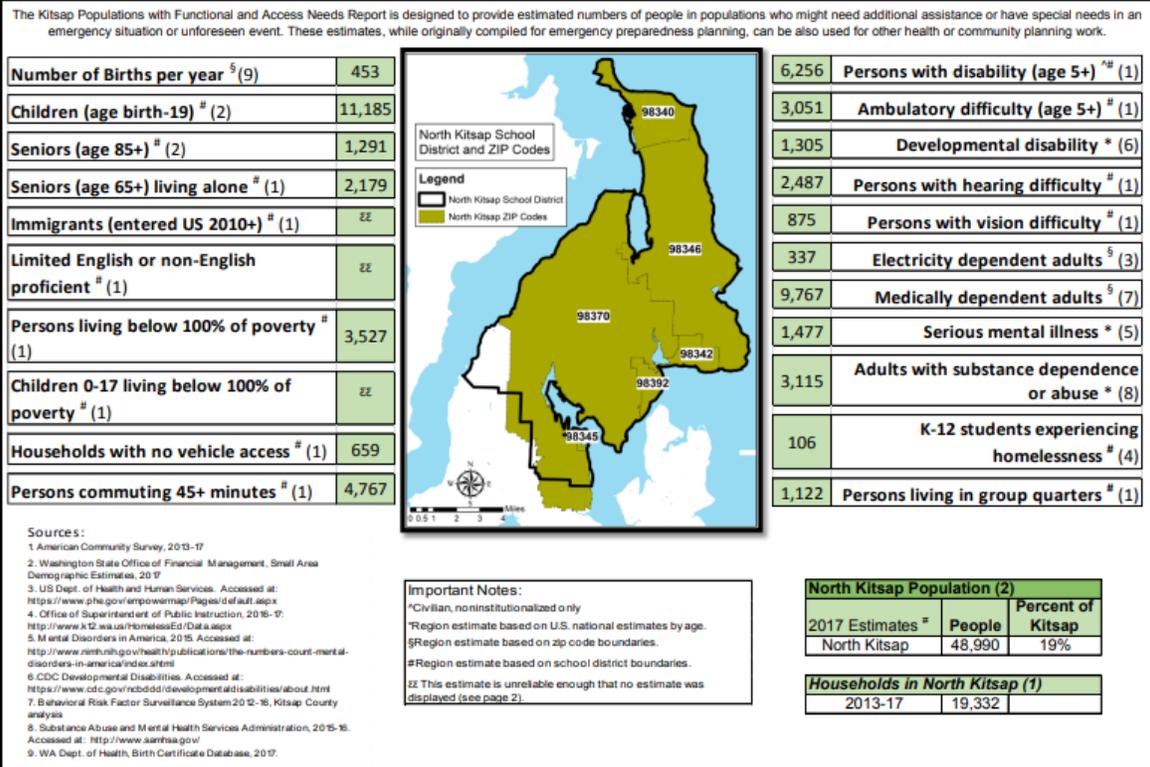


Figure 62: North Kitsap Vulnerable Population

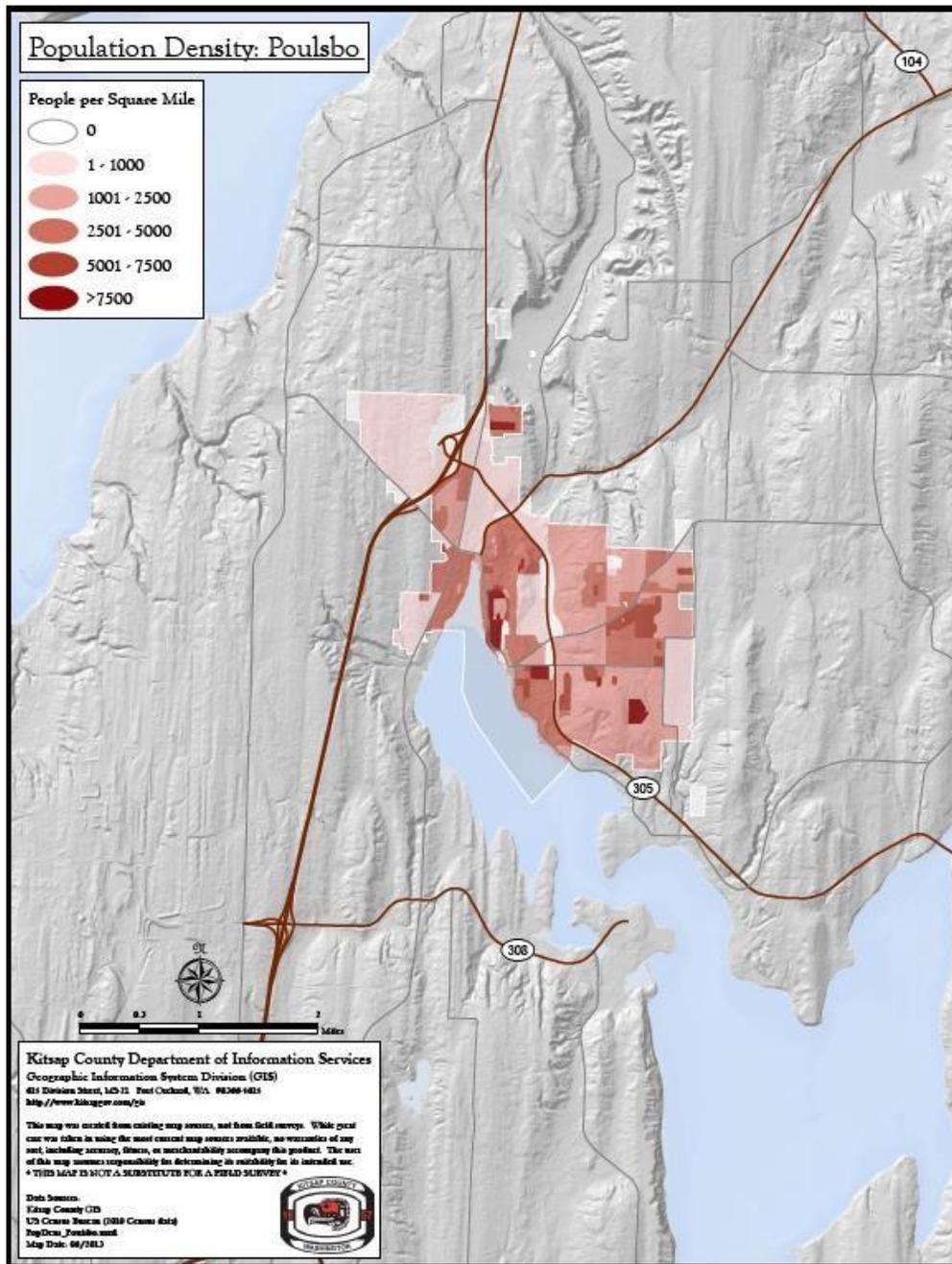


Figure 63: Population Density: City of Poulsbo

Economy

Community leaders, residents, and business interests strive to maintain a small-town character while continuing to thrive and grow. Both residential and commercial development continues. College Marketplace, which includes the Poulsbo Branch of Olympic College, continues to develop business and residential uses. Poulsbo Place, a winner of numerous local and national awards, is one of several residential areas that continue to develop. A new city hall is one of the current public projects.

North Kitsap School District is also centered in Poulsbo.

The city is primarily residential with commercial businesses in the city core and College Marketplace, which is home to several big-box stores. The principal economic base is retail outlets/offices, North Kitsap School District, and light industry. Some citizens, like those on Poulsbo, commute to Seattle daily for work others are part of the military or work at military installations noted below.

Federal defense agencies include Naval Base Kitsap (NBK) Bangor, (NBK) Keyport, (NBK) Poulsbo, Puget Sound Naval Shipyard, and support facilities. Commercial entities include Home Depot, Wal-Mart, and Central Market.

Built Environment

Existing Structures

Land use in Poulsbo includes residential, commercial, light industrial, and open space. North Kitsap School District is also centered in Poulsbo. Commercial enterprises have increased significantly to the west with the development of the Olhava property, which includes Wal-Mart and Home Depot. This property and adjoining areas were annexed by the City as part of the County's comprehensive land growth and management program.

Poulsbo has 35 buildings in the Special Flood Hazard Area, representing \$740,000 in loss after a 1-percent annual chance flood. It also has 40 buildings within the landslide zone representing \$9.8M in value.

Based on the 2015 Hazus risk assessment, the table below highlights some of the buildings in Poulsbo that are affected by flooding, tsunami, earthquake, and landslide.

City of Poulsbo Areas of Mitigation Interest ¹⁴⁶					
Community Building Name	Address	Building Value	Loss Value	Loss Ratio	Hazard Type
Commercial Office Buildings	17791 Fjord Dr. NE	\$1.2 million	\$473,000	38%	Flood
Commercial General Retail	18969 Front St. NE	\$126,000	\$63,000	50%	Earthquake
Multiple Single-Family Homes	West side of 11th Ave. NE	\$2.6 million (12 Homes)	N/A	N/A	Landslide
Multiple Single-Family Homes	Rosebud Pl. NE	\$2.1 million (9 Homes)	N/A	N/A	Landslide

Table 73: City of Poulsbo Areas of Mitigation Interest

Housing

Most building stock is residential homes of wood frame construction. Poulsbo is part of the County's Damage Assessment Program for disasters and has identified critical facilities as part of the program.

¹⁴⁶ FEMA Risk Report for Kitsap County (2015)

Residential Structures		
Type	Estimate	Percent
Housing Occupancy		
Total housing units	4,312	100%
Occupied housing units	4,126	95.7%
Vacant housing units	186	4.3%
Homeowner vacancy rate	1.2	(X)
Rental vacancy rate	6.3	(X)
Units in Structure		
Total housing units	4,312	100%
1-unit, detached	2,743	63.6%
1-unit, attached	210	4.9%
2 units	38	0.9%
3 or 4 units	213	4.9%
5 to 9 units	225	5.2%
10 to 19 units	265	6.1%
20 or more units	411	9.5%
Mobile home	207	4.8%
Boat, RV, van, etc.	0	0.0%
Year Structure Built		
Total housing units	4,312	100%
Built 2014 or later	69	1.6%
Built 2010 to 2013	195	4.5%
Built 2000 to 2009	1,049	24.3%
Built 1990 to 1999	1,000	23.2%
Built 1980 to 1989	749	17.4%
Built 1970 to 1979	723	16.8%
Built 1960 to 1969	98	2.3%
Built 1950 to 1959	166	3.8%
Built 1940 to 1949	102	2.4%
Built 1939 or earlier	161	3.7%

Table 74: Poulsbo Housing Characteristics 2013-2017 American Community Survey 5-Year Estimates (US Census, 2017)

Infrastructure

Transportation, Communications, and Utilities

Poulsbo is served by SR 305, the main corridor to Poulsbo and the Washington State Ferry System. This route provides cross-country traffic to and from Seattle to the east and SR 3 to the west providing service to the Olympic Peninsula and south to Poulsbo. The City has an extensive system of local public streets with commuter service by Kitsap Transit.

The City is serviced by Puget Sound Energy and maintains its own sewer and water system with nine sewer lift stations and five water pump stations. Kitsap Public Utilities District One provides

water service. Communications are provided through a variety of cell phone providers, Comcast, and CenturyLink.

Critical Facilities

The City of Poulsbo has identified 62 critical facilities, including:

- City of Poulsbo City Hall
- City of Poulsbo Public Works office and shop
- North Kitsap School District:
 - Administration Building
 - North Kitsap Senior High School
 - Poulsbo Junior High School
 - Poulsbo and Vinland Elementary Schools
 - The building formerly known as Spectrum Alternative School has been repurposed after being closed in 2010. As of 2019, it is a new alternative learning program.
- Olympic College Poulsbo Branch Campus
- Fire District #18 Headquarters/Fire Station #71
- Health facilities:
 - Poulsbo Village Medical Center with Regional Hospitals as backup
 - North Kitsap Medical Center
- Wastewater treatment plant: Brownsville via pressurized pipe under Liberty Bay
- There are six operational wells and one is not online at this time.
- There are nine sewer lift stations and five water pump stations.

Cultural Resources

Parks, recreational facilities, and open space serve as vital parts of the community's character. Poulsbo has 16 city parks totaling 137 acres – about one-half of the acreage is developed while the rest is undeveloped or in open space designation. The city also has 5+ linear miles of trails. The city has been active in park development in recent years, making sure that partnerships are used to enhance park projects and activities. Volunteerism and stewardship of the natural and cultural resources within the city has helped shape many city parks projects

Future Development

Future development includes the Poulsbo Event and Recreation Center. The PERC will serve as a significant attraction for visitors in search of recreational activities; additionally the center would create an opportunity for job growth and would further cement Poulsbo's College Marketplace as an economic hub within the community.

Poulsbo's Comprehensive Plan is a policy and legal document that reflects the community's desires, goals, and needs for the future, within the context of the requirements of the Growth Management Act. On December 21, 2016, the Poulsbo City Council adopted the 2016 Comprehensive Plan by approving an adopting ordinance and exhibits. The plan can be found here: <https://cityofpoulsbo.com/comprehensive-plan-2/>.

Natural Environment

The topography in the area is low rolling hills, generally trending north to south. Poulsbo has areas of wetlands, aquifer recharge, and geological concern, streams, and shoreline. The highest point in Poulsbo is under 500 feet. Liberty Bay along the shoreline of Poulsbo responds to high and low tides but is 80% enclosed and isolated from Puget Sound.

Natural creeks like Dogfish Creek are spawning streams for salmon and drain into Liberty Bay. Figure 64 shows topographic information on the Poulsbo area.

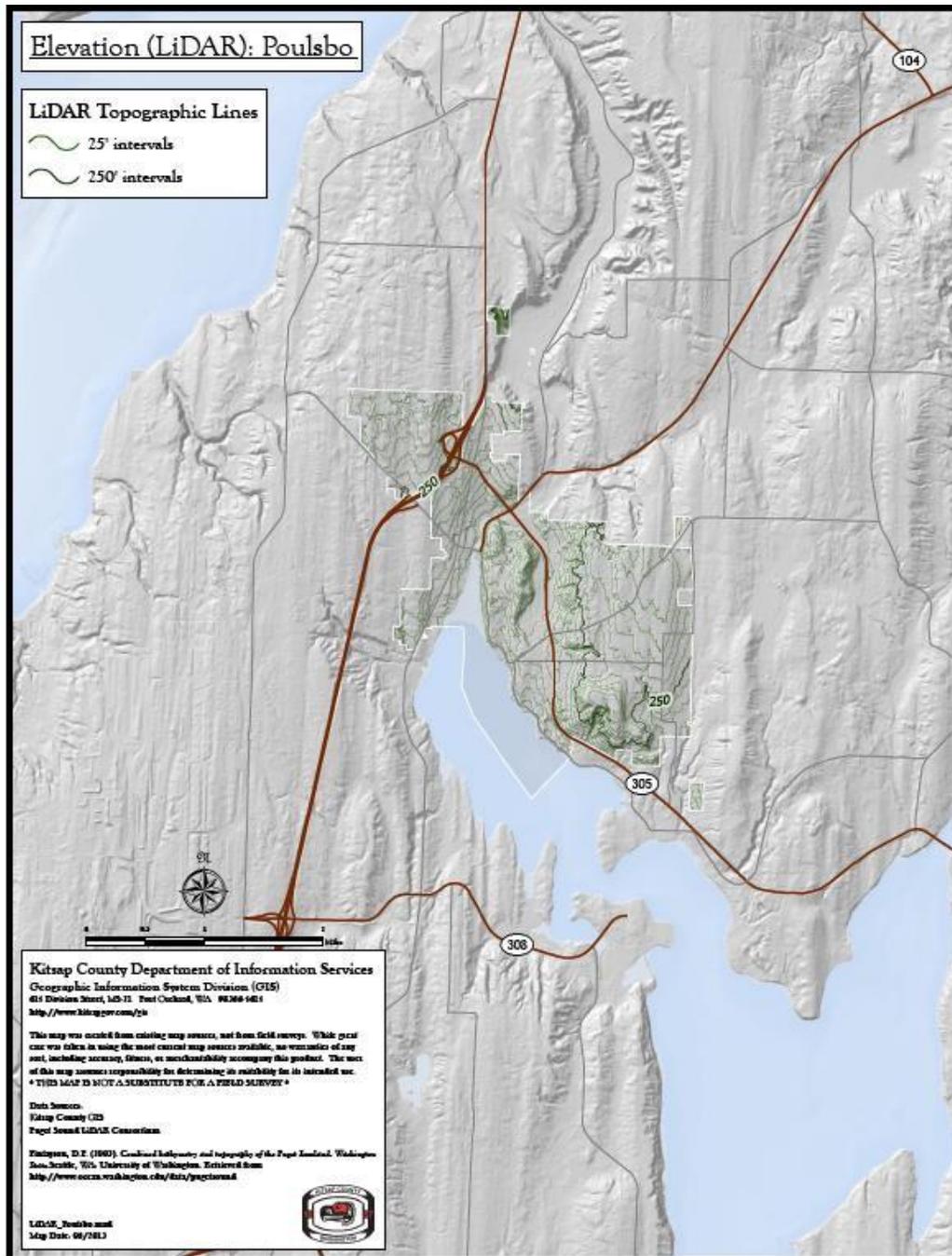


Figure 64: Poulsbo Elevation using LiDAR

History of Disasters

The table below shows the history of natural hazards in Poulsbo. Any damage that has occurred has associated with heavy rains and high tides or landslides. The downtown area is prone to flooding during significant rainfall and tides. Some mitigation has been performed, but more is needed to improve the situation.

Event Date	Type of Event	Declaration	Declared Disaster
February 2019	Severe Winter Storm	Local (was undeclared locally), State	Local Public Assistance threshold not met. Local SBA declaration.
December 2018	Severe Winter Storms - Tornado	Local, State, Federal	Local Public Assistance threshold not met.
Dec 2008	Severe wind and rain	Local	No assistance
Dec 2007	Severe wind and rain	Local, State, and Federal	Yes
Jan 2006	Severe wind and rain	Local	Did not meet PA threshold
Dec 2006	Severe wind and rain	Local	Did not meet PA Threshold
Oct 2003	Severe wind and rain	Local, state, and Federal	Local PA Threshold not met. IA paid out
Jan 2002	Severe wind and rain	Local and State	State Only; presidential denied
Feb 2001	Nisqually Earthquake	Local, state, and Federal	Yes
Dec 1996	Severe rain and snow runoff storm	Local, State, and Federal	Yes
Nov 1995	Severe wind and rain	Local, State, and Federal	Local PA threshold not met
Jan 1993	Severe wind and rain	Local, State and Federal	No record on file
Jan 1992	Severe wind and rain	Local	No assistance
Dec 1990	Severe wind and rain	Local, State and Federal	Yes
Dec 1982	Severe wind and rain	Local	No assistance
May 1965	Earthquake	Local, state, and Federal	No record on file
Oct 1962	Severe wind and rain	Local, state and Federal	No record on file

Table 75: Emergency/Disaster History for Poulsbo

Mitigation Planning

Risk Assessment

The Kitsap County Profile Section of this plan provides a thorough assessment of hazards associated with Kitsap County and its incorporated cities. Although each city is affected differently, risks significant to the City of Poulsbo are floods, earthquakes, landslides, tsunamis, and severe storms. The Kitsap County Profile Section provides a synopsis of the County and cities, while this profile provides additional information specific to Poulsbo.

Rating System

The rating system for Poulsbo is consistent with the general plan. A rating for each hazard is defined as high, moderate, and low based on the information provided in The Planning Process Section to this plan. Additional ratings are applied for priority mitigation strategies and Cost analysis.

Overview

As noted earlier, the City of Poulsbo has a history of severe storms, landslides, and earthquakes. Although other alternatives are possible, mitigation strategies can provide improvement to the city infrastructure and minimize the loss of life and damage to properties from such events. Major east/west fault lines in the Puget Sound Region make Poulsbo vulnerable to earthquakes. The City of Poulsbo contributes and uses the County Hazard Identification and Vulnerability Assessment (HIVA) to set priorities on natural hazardous events. Although annually the City is hit by severe winter storms, the greatest threat to Poulsbo is an earthquake and associated liquefaction in downtown Poulsbo. This type of event could be catastrophic to not only life-safety but the economic recovery of its downtown area.

Planning Process

As noted in the basic MHMP Plan Update, the City of Poulsbo assigned personnel to the mitigation plan update and through the planning update process were assigned to the Multi-Hazard Mitigation Planning Committee. Personnel also attended monthly Planning Committee webinar conference calls as well as completed the HIVA and MHMP RFI Trackers, reviewed drafts of the document, and communicated via emails and one-on-one discussions. Records can be found in Appendix C: Stakeholder and Public Engagement. Additionally, the City solicited for inputs from City Departments, City Council, and the citizens of Poulsbo. The city conducted a notice of public hearing and review of the MHMP for the City via public town hall on September 3, 2019, at City Chambers.

Plans and Ordinances

The plans noted below represent documents that help to manage mitigation efforts in the City of Poulsbo. Each plan or ordinances dictate measures to ensure the safe well-being of its citizens. Departments responsible for the plan will ensure the mitigation plan is incorporated into each of the plans listed on the following page.

1. Comprehensive Land Use Plan

This 6-year plan identifies and prioritizes Parks, Opens Spaces and Shoreline Improvements and mitigation between 2015 and 2020. It is part of the Comprehensive Land Use Plan required by the Growth Management Act. Effective use of lands to

mitigate developments in flood zones and areas associated with natural or man-made hazards.

2. Surface Water Management Plan and Code

This Stormwater Management Program (SWMP) is intended, along with the City's Comprehensive Stormwater Management Plan, to assist the City in planning, funding, and implementing a comprehensive program for addressing current and future regulatory and policy requirements for managing and mitigating stormwater runoff, water quality, flooding problems, and the City's natural resources.

3. International Building and Fire Code

The City of Poulsbo adopted the 2015 International Fire Codes with state amendments under Chapter 15.04 of the Building Code. These codes define building, fire, and mitigation practices.

4. Municipal Code

These plans and policies regulate the infrastructure, environment, and building codes for the City Poulsbo. The city follows these codes to mitigate potential damage during catastrophic events. Mitigate seismic events and other hazards through building structures to withstand or minimize the effects of these hazards.

5. Zoning Ordinance

Changes and updates to Zoning Ordinances are the responsibility of Planning and Economic Development. Its mission is to coordinate and manage land use activity. Changes and updates to Zoning Ordinances are the responsibility of Planning and Community Development. Its mission to coordinate and manage land use activity. The plan mitigates buildings and the environment in hazardous locations.

6. Comprehensive Transportation Plan

This transportation plan provides the framework to guide short- and long-term development and maintenance of the multi-model transportation system within the city of Poulsbo. It addresses the mandates of the Growth Management Act under the Revised Code of Washington, Title 36.70A.070.

7. Subdivision Ordinance

The purpose of this chapter is to regulate the subdivision of land within the city limits of Poulsbo and to require accurate legal descriptions. The controls, standards, and procedures set forth in this chapter shall serve to minimize any expected negative impact of the proposed property use and mitigates potential damage during catastrophic events.

8. Critical Areas Ordinance

This ordinance defines critical areas (wetlands, areas of critical recharging effect on aquifers used for water, fish and wildlife habit, frequently flood areas and geologically hazardous areas) as required by the Growth Management Act. This ordinance regulates, protects and defines these Areas under Poulsbo Municipal Code Chapter 16.20.

Hazard Assessments

Flooding

Probability of Occurrence: Moderate

The city of Poulsbo is prone to some flooding, mostly due to significant rainfall. Built above the shores of Liberty Bay, runoff from above fills natural streams that may overflow during significant rainfall. Significant rainfall events will also cause city sewer systems to be overwhelmed and cause local urban flooding. Comprehensive land management has helped in years to reduce urban flooding. Changes to the National Flood Insurance Program and coastal studies noted in Section III are defining changes to shoreline management aiding building codes and regulations. Some areas are coastal, but all inland areas are remote with no critical facilities affected and minimal residential housing affected by potential high-water areas.

National Flood Insurance Program (NFIP)

The City of Poulsbo entered into the National Flood Insurance Program in 1979. The most recent review of the city’s participation in the NFIP was conducted in 2017. During this update, Community Assistance Visit (CAV) found no deficiencies related to city code.

In recent years, NFIP Flood Insurance Rates Maps (FIRM) has been revised. Some zones changed mostly reflecting coastlines changes based on better data and evaluation of such issues as wake and tidal issues. Changes are not significant, although, have increased the need for some homeowners to file for flood insurance under NFIP.

More information about the NFIP can be found in the Kitsap County Profile section.

Special Flood Hazard Area Assessment ¹⁴⁷						
Community	Total Estimated Building Value	Percentage of Buildings in the Special Flood Hazard Area	Building Dollar Loss for a 1% Annual Chance Flood Event	Loss Ratio (Dollar Losses/Total Building Value)	Number of Buildings in Zones AE, A	Number of Buildings in Zone VE
Poulsbo	\$865 Million	<1%	\$3.4 Million	<1%	7	0

Note: Loss information is included for communities in the coastal floodplain. The table includes both dollar losses and a loss ratio, which is calculated as total losses/total building value. Also included is a count of the buildings in Zone VE, which is the 1-percent-annual-chance coastal flood zone with wave action, and in Zones A and AE, which are riverine or coastal 1-percent-annual-chance floodplains. The loss information for the county is only for coastal SFHAs; the rest of the county’s SFHAs are identified as Zones AE or A. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available from Kitsap County for the Port Gamble S’Klallam Indian Reservation, so the results are listed as unknown.

Table 76: Special Flood Hazard Area Assessment

¹⁴⁷ FEMA Risk Report Kitsap County 2015

Flood Risk Community Characteristics¹⁴⁸

Community	Total Population	CRS Community	Flood Claims	Repetitive Loss Properties	Total Policies	Total Insurance Coverage
Poulsbo	9,200	No	0	0	49	\$8.7 Million

Note: The community overview summarizes characteristics at the community level. Data were obtained from FEMA and the U.S. Census and were current as of November 23, 2015

Table 77: Flood Risk Community Characteristics

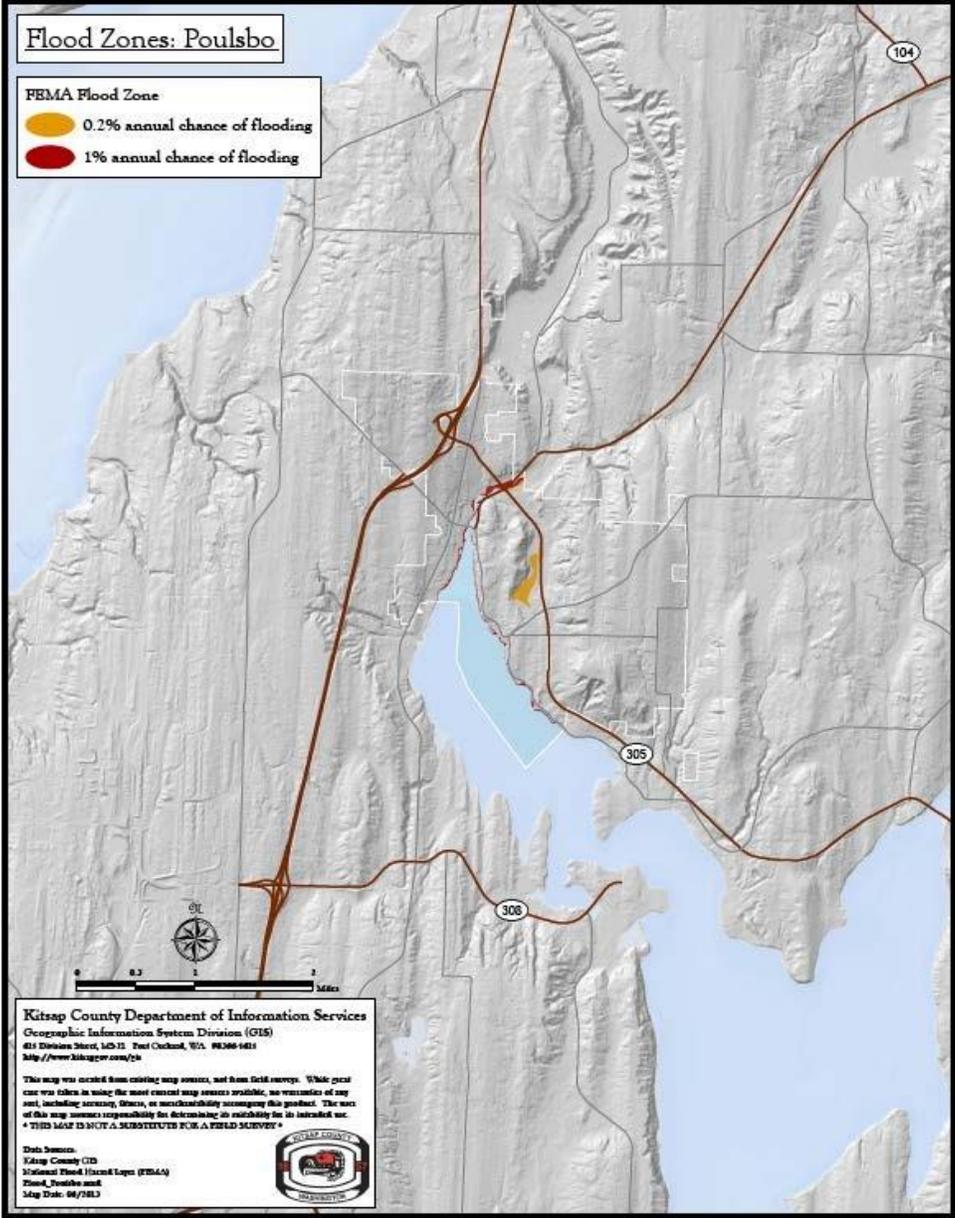


Figure 65: City of Poulsbo Flood Zones (Kitsap County Department of Information Services 2013)

¹⁴⁸ FEMA Risk Report Kitsap County 2015

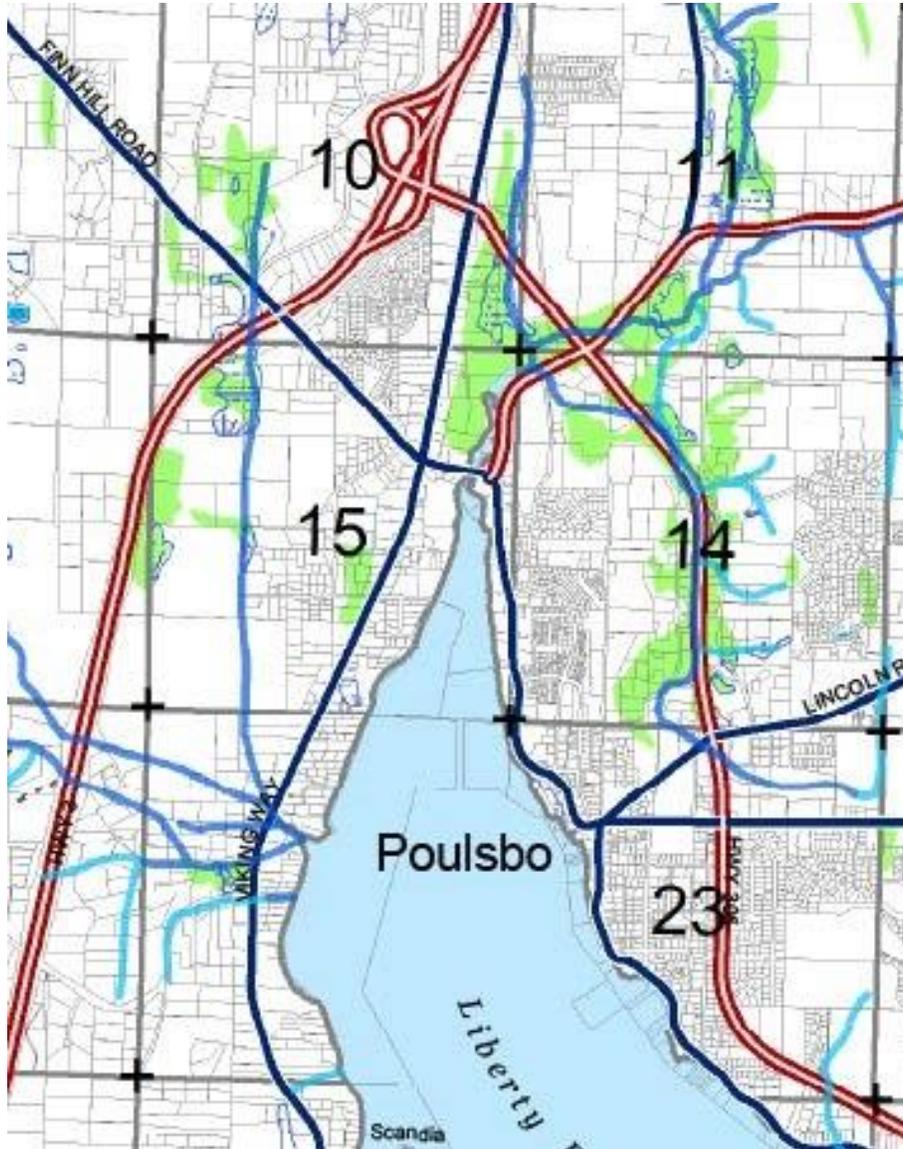


Figure 66: Streams and Surface Water, City of Poulsbo (Kitsap County GIS Department)

Severe Storms/Tornados

Probability of Occurrence: High

The City of Poulsbo is vulnerable to severe weather, typically in the winter months. Severe weather, high winds, significant rainfall, and snow can cause some urban flooding, damage from falling trees, and the potential for landslides due to saturated soils. This can result in loss of life, damage to homes, and significant power outages. Although earthquakes have the potential for significant damage and loss of life, severe storms are annual occurrences, and any mitigation can also minimize the loss of life and damage from other hazards.

Severe storms affect the entire City of Poulsbo. The location of the City is ideal for being in the Puget Sound convergent zones during significant weather events and vulnerable to strong winds

as weather fronts move over the Olympic Mountains. This results in falling trees or branches and significant power outages. Figure 66 shows the streams and surface water in the City of Poulsbo. Figure 67 provides hydrology information for the City of Poulsbo. 100% of the city has the potential for damage and loss of life from severe storms.

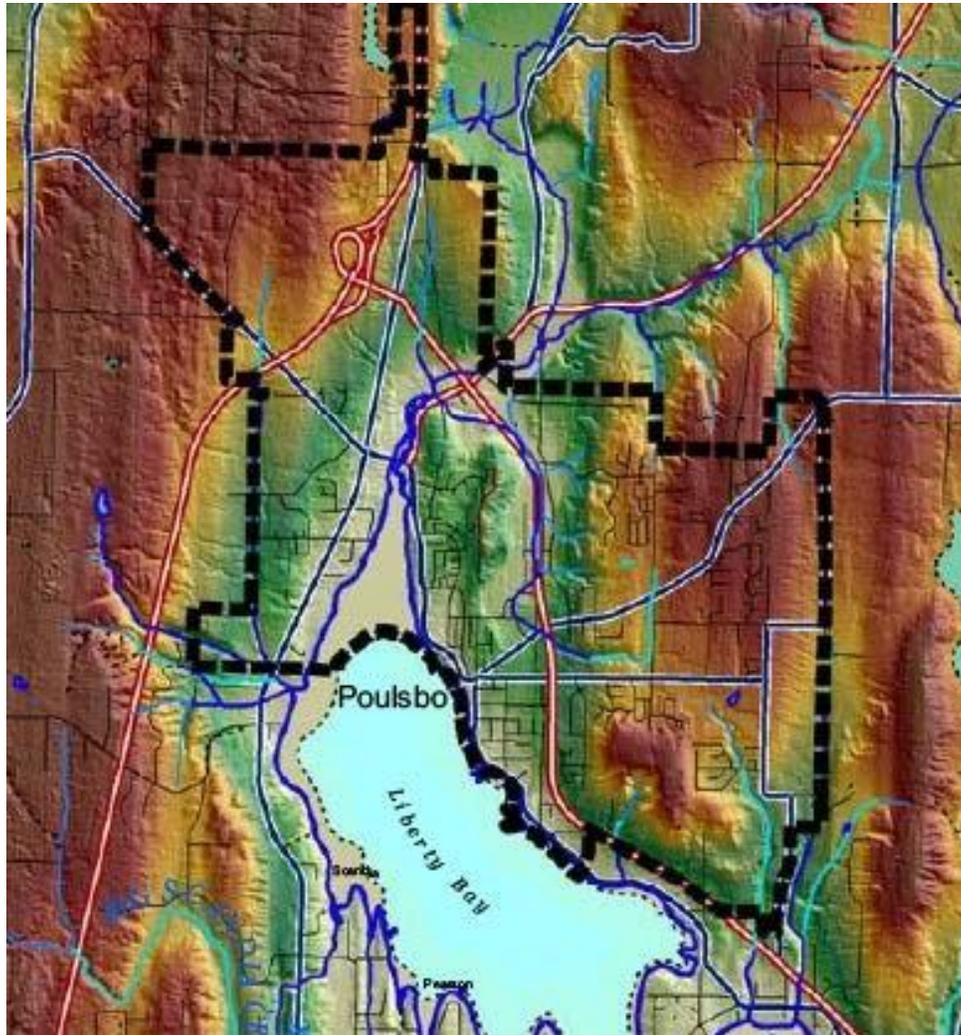


Figure 67: City of Poulsbo Water Hydrology

Landslides & Erosion

Probability of Occurrence: Low

The City of Poulsbo is not vulnerable to Landslides based on previous LIDAR studies. Some areas outside the city are vulnerable, as noted in Figure 76.

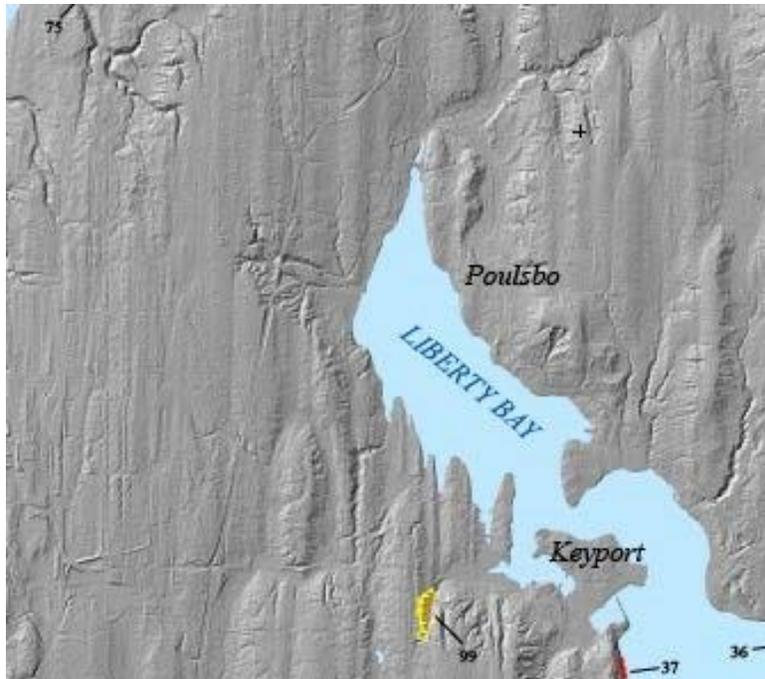


Figure 68: LIDAR Data on Landslide, City of Poulsbo (USGS)

Building Exposure to Landslides ¹⁴⁹		
Community	Buildings within Landslide Zone	Building Value with Landslide Zone
Poulsbo	40	\$9.8 Million

Table 78: Building Exposure to Landslides

Earthquakes

Probability of Occurrence: High

Like all of Kitsap County, the City of Poulsbo is vulnerable to earthquakes. Some models show damage from the Seattle Fault associated earthquake as well as faults in South Puget Sound. Poulsbo experienced little damage during the Nisqually earthquake of 2001, mostly due to a significant number of older homes in the City limits. Although a significant earthquake with extensive shaking could cause serious damage, liquefaction in the downtown area could damage major roads into downtown from the west, and damage residential and commercial buildings. Along this corridor are apartment complexes and senior assist facilities. Roads damage would disrupt life-safety response and alternative routes into downtown. Figure 69 shows liquefaction susceptible areas in Poulsbo. The Moderate to High areas are those noted in the previous discussion. High areas are along the waterfront in the downtown area.

¹⁴⁹ FEMA Risk Report Kitsap County 2015

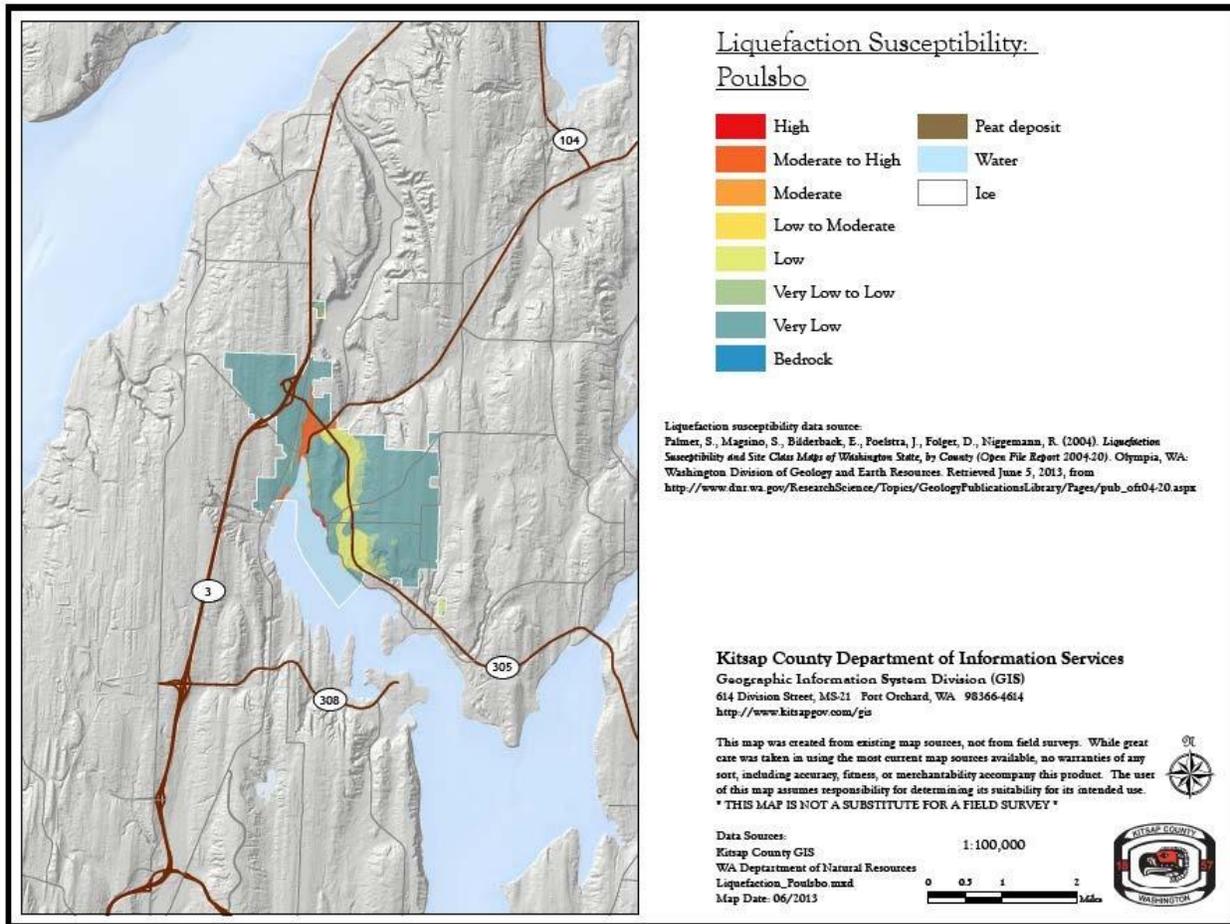


Figure 69: Liquefaction in Poulsbo

Hazard Earthquake Results for a Seattle M 7.2 Earthquake ¹⁵⁰						
Community	Total Estimated Building Value	Total Number of Buildings	Number of Buildings in the Moderate-High Liquefaction Zone	Percentage of Buildings in the Moderate-High Liquefaction Zone	Building Dollar Loss for a Seattle 7.2 Event	Loss Ratio (Dollar Losses/Total Building Value)
Poulsbo	\$865 Million	3,160	50	2%	\$67.5 Million	7.8%

¹⁵⁰ FEMA Risk Report Kitsap County 2015

Note: The above table shows the total estimated building value by community, total number of buildings by community, total number of buildings within the moderated to high liquefaction zone, and percentage of buildings within the moderate to high liquefaction zone. In addition, buildings losses are reported for a Seattle Fault 7.2 magnitude event as well as a loss ratio. A loss ratio is calculated by dividing the dollar loss by the total building value. The loss values are for building losses only; additional damages to infrastructure and building contents are not captured in this table. *Information from the military base was not included in the assessment for the City of Bremerton. **No building data was available for the Port Gamble S'Klallam Indian Reservation from Kitsap County, so the results are shown as unknown.

Table 79: Hazus Earthquake Results for a Seattle M 7.2 Earthquake

Pre-Code versus Moderate Code Building in Kitsap County ¹⁵¹				
Community	Number of Pre-Code Buildings (before 1975)	Percent Pre-Code Buildings	Number of Moderate Code Buildings (after 1975)	Percent of Moderate Code Buildings
Poulsbo	725	23%	2,435	77%

Note: Pre-code buildings are those that are built prior to 1975. Moderate code are those built after 1975. These dates were chosen based on when the seismic provisions were incorporated into the building code statewide, which was 1975. Please note that the analysis in Hazus used the following dates: Pre-code are any buildings prior to 1941. Moderate Code were any buildings after 1941, which is the default Hazus methodology. Please refer to the appendix for additional information.

Table 80: Pre-Code versus Moderate Code Building in Kitsap County

Tsunamis & High Waves

Probability of Occurrence: Moderate

There is some potential for a tsunami affecting the City of Poulsbo. Subduction Earthquakes along the Washington coast would cause a surge of seawater along the coastal areas of the Straits of Juan De Fuca's. Such a tsunami may cause a surge of water along the shores of

Liberty Bay and the city of Poulsbo. As noted below in the map, some areas along the shore of Liberty Bay may see damage from the surge, but the downtown area would experience little effect except for the marinas. Damage from such an event may force boats and docks up along the shoreline damaging facilities and boats. Very little of the population would be affected except for live-a-boards and those living in residence along the banks of Liberty Bay. There is no history of tsunamis along the Banks of Liberty Bay. Liberty Bay is closed to the Puget Sound waters and masked by Poulsbo from surges. Some damage may be to businesses at the end of Liberty Bay to the North.

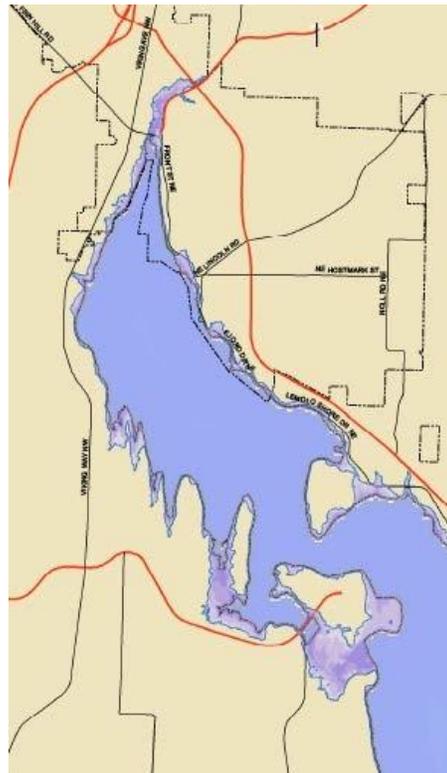


Figure 70: Tsunami Models, City of Poulsbo (Kitsap County GIS)

¹⁵¹ FEMA Risk Report Kitsap County 2015

Drought

Probability of Occurrence: Low

Drought is most likely to affect the entire county. Hazard assessment information on drought can be found in the Drought Mitigation Strategies section.

City of Poulsbo Asset Profile

Location Poulsbo, WA	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
American Legion Park	2004	Playground, Tables, Restrooms	200	\$1,200,000		1	Locked	No
Austurbruin Park	1999	Playground, Tables		\$200,000			Fenced	No
Betty Iverson Kiwanis Park	1986	Playground, Tables, Picnic Shelter, BBQs		\$500,000				No
Centennial Park	1968	Tables, Pergolas, Bridge, Observation Deck	1,800	\$75,000				No
City Hall	2010	All Combustible	30,000	\$12,000,000	\$1,293,900	3	Locked	Yes
Decant Facility/SW Transfer Station	2016		3,956	\$1,940,000			Fenced	No
Decant Facility/SW Transfer Station Restroom Building	2016		300	\$60,000			Fenced Locked	No
Forest Rock Hills Park	1999	Playground, Tables, Benches		\$255,000			Locked	No

Location WA	Poulsbo	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
Lincoln Treatment Plant	Water	2018		589	\$800,000	\$400,000		Locked	No
Lions Park		2000	Restrooms, Tables, Tennis Court, Playground		\$2,750,000		1	Fenced	No
MIW Waterfront Park		1976	Boardwalk, Gazebo, Restrooms, Pavilion, Benches, Tables	576	\$6,500,000		1		No
Nelson Park - Log Cabin/Museum		1996	All Combustible	480	\$75,000	\$25,000	1	Locked	No
Nelson Park		2004	Picnic Shelter, Tables, Windmill, Playground		\$600,000		1		No
Nelson Park Caretakers Residence		1996	All Combustible	1,200	\$250,000	\$200,000	2	Locked	No
Nelson Park Restroom/Storage Building (one unit)		1996	All Combustible	864	\$350,000	\$100,000	1	Locked	No
Net Shed Vista Park		2000	Tables		\$75,000	\$500		Fenced	No
Oyster Park		2000	Pier, Ramp, Float	3,000	\$1,000,000				No

Location WA	Poulsbo	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
Parks & Rec Bldg		1987	All Combustible	15,000	\$3,000,000	\$300,000	2	Locked	No
Poulsbo's Fish Park		2002	Boardwalk, Platforms, Bridges, Pergola		\$1,400,000				No
Public Works Facility		1960	All Combustible	12,994	\$500,000	\$350,000	1	Locked	Yes
PW Admin Bldg		1970	Metal	2,623	\$350,180	\$128,434	1	Locked	Yes
Raab Park		2007	Picnic Shelter, Tables, Playground, Skate Park, Basketball Court	1,860	\$370,000				No
Raab Park Caretaker's Mobile Home		1972	All Combustible	1,440	\$200,000	\$22,400	1	Locked	No
Raab Park Restrooms		2008	All Combustible	800	\$300,000		1	Locked	No
Raab Park Storage Garage		2009	All Combustible	640	\$150,000	\$150,000	1	Locked	No
Sewer Lift Station - 6th Ave		2015	Non-Combustible		\$750,000			Fenced Locked	Yes
Sewer Lift Station - 9th Ave		2015	Non-Combustible		\$600,000			Fenced Locked	Yes
Sewer Lift Station - Alasund Meadows		2003	Non-Combustible	45	\$200,000			Fenced Locked	Yes

Location WA	Poulsbo	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
Sewer Lift Station - Applewood		1992	Non-Combustible		\$200,000			Fenced Locked	Yes
Sewer Lift Station - Bond		2007	Non-Combustible		\$1,500,000			Fenced Locked	Yes
Sewer Lift Station - Liberty		2017	Non-Combustible		\$400,000			Fenced Locked	Yes
Sewer Lift Station - Lindvig		2000	Non-Combustible		\$1,000,000			Fenced Locked	Yes
Sewer Lift Station - Marine Science Center		1991	Non-Combustible		\$600,000			Fenced Locked	Yes
Sewer Lift Station - Village/7th Ave		2017	Non-Combustible		\$750,000			Fenced Locked	Yes
Water Station - 10th Ave PRV		1991	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Caldart PRV		2006	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Commerce PRV		2017	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Finn Hill/Staffordshire PRV		0	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Forest Rock PRV		1996	Non-Combustible		\$50,000			Fenced Locked	Yes

Location WA	Poulsbo	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
Water Station - Mesford PRV		0	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Olhava PRV		2000	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Pump Station - Poulsbo Place Booster		2003	Non-Combustible		\$25,000			Locked	Yes
Water Pump Station - Pugh		1989	Non-Combustible	598	\$2,000,000	\$300,000		Fenced Locked	Yes
Water Station - Stendahl Ridge PRV		2007	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Swanson PRV		0	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Station - Viking Ave PRV		2017	Non-Combustible		\$50,000			Locked	Yes
Water Station - Vikings Landing PRV		2014	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Pump Station - Wilderness Booster		0	Non-Combustible		\$20,000			Fenced Locked	Yes
Water Station - Wilderness PRV		0	Non-Combustible		\$50,000			Fenced Locked	Yes
Water Tank - 4th Ave		1975	Non-Combustible		\$500,000			Fenced Locked	Yes

Location Poulsbo, WA	Year Built	Type of Construction	Bldg. Sq.	Building Value	Contents Value	Number of Stories	Type of Protection	Critical Facility (Yes/No)
Water Tank - Raab Park	1967	Reinforced Concrete		\$350,000			Fenced Locked	Yes
Water Tank - Wilderness Park Tank	1980	Non-Combustible	200	\$2,000,000			Fenced Locked	Yes
Water Tank - Caldart (2)	1990	Non-Combustible		\$385,600			Fenced Locked	Yes
Water Tank - Finn Hill	1981	Non-Combustible		\$1,000,000			Fenced Locked	Yes
Water Tank - Olhava	2004	Non-Combustible	200	\$2,000,000			Fenced Locked	Yes
Well - Bus Barn Well	1940	Non-Combustible	288	\$225,000	\$150,000		Locked	No
Well - Lincoln Rd Well #2	1968	Non-Combustible	200	\$300,000	\$250,000		Fenced Locked	Yes
Well - Lincoln Rd Well #1	1968	Non-Combustible	276	\$400,000	\$100,000		Fenced Locked	Yes
Well - Pugh	1988	Non-Combustible		\$750,000			Fenced Locked	Yes
Well - Westside	2003	Non-Combustible	200	\$450,000	\$300,000		Fenced Locked	Yes
Well - Big Valley	1975	Masonry Combustible	286	\$100,000	\$500,000		Fenced Locked	Yes
Asset Profile Total Values:				\$52,005,780	\$4,570,234			

Table 81: City of Poulsbo Asset Profile

Appendix B: Capability Assessment

In support of the overall effort, Kitsap County Government and its independent jurisdictions inventoried and analyzed existing capabilities, plans, programs, and policies that enhance our ability to implement mitigation strategies. This section summarizes the findings of the Capability Assessment in the following order:

- Overview of County Information
 - County and City-Specific Government Information
 - County and City Map Locations
 - Infrastructure Information
 - Critical and Essential Facilities Information
 - Transportation Information
 - Vulnerable Populations Information
 - Cultural and Historical Asset Information
- An assessment of legal and regulatory capabilities
- Development and permitting capabilities
- An assessment of fiscal capabilities
- An assessment of administrative and technical capabilities
- An assessment of education and outreach capabilities
- Information on National Flood Insurance Program (NFIP) compliance
- Classifications under various community mitigation programs
- Hazard Mitigation Resources
- The community’s adaptive capacity for the impacts of climate change

Government

Agency/ Department	Role	Contact	More Information
Department of Administrative Services	The Department of Administrative Services (DAS) operates under the Board of County Commissioners. DAS helps county departments optimize their performance by providing centralized services and support in a cost effective manner.	Director: Amber D'Amato Located in the Administration Building Kitsap County Department of Administrative Services 619 Division St., Fourth Floor Port Orchard, WA 98366 (360) 337-5777 lreyes@co.kitsap.wa.us	https://www.kitsapgov.com/das/Pages/default.aspx

Agency/ Department	Role	Contact	More Information
Kitsap County Advisory Groups	Accessible Communities Advisory Committee Area Agency on Aging Advisory Council Arts Board Board of Equalization Boundary Review Board Bremerton Kitsap Access TV Citizens Advisory Committee Commission on Children and Youth Advisory Board Council for Human Rights Developmental Disabilities Advisory Board Fair Board Grant Review Committees for Block Grants Kitsap Regional Library Board of Trustees Law Enforcement Officers & Firefighters Disability Lodging Tax Advisory Committee Long-Term Care Ombudsman Advisory Council Mental Health, Chemical Dependency and Therapeutic Court Citizens Advisory Board Non-Motorized Facilities Citizen Advisory Committee Noxious Weed Control Board Olympic Workforce Development Council Parks and Recreation Advisory Board Planning Commission Public Facilities District Board of Directors Salish Behavioral Health Organization Advisory Board Sheriff's Civil Service Commission Solid Waste Advisory Committee Veterans Advisory Board Washington State Ferries Advisory Committees		https://www.kitsapgov.com/BOC_p/Pages/Advisory-Boards-.aspx
Kitsap County Department of Community Development	<p>The Department of Community Development is responsible for coordinating the City's community development and neighborhood stabilization and revitalization efforts including financial empowerment and home retention, affordable housing, and homelessness services programs. The department also does the following: permitting, inspection, planning and environmental programs, codes, etc.</p>	<p>Director: Jeff Rimack 619 Division St. Port Orchard, WA 98366 (360) 337-5777 help@kitsap1.com</p> <p>*Planners & Review Staff Available:</p>	https://www.kitsapgov.com/dcd/Pages/default.aspx
Kitsap County Department of Emergency Management	<p>Kitsap County Department of Emergency Management (KCDEM) is responsible for providing the emergency and disaster needs of the greater Kitsap County area including the cities of Bainbridge Island, Bremerton, Poulsbo,</p>	<p>Director: Elizabeth (Lis) Klute 911 Carver St, Bremerton, WA 98312 (360) 307-5871 dem@co.kitsap.wa.us</p>	http://www.kitsapdem.org/about-us.aspx

Agency/ Department	Role	Contact	More Information
	Port Orchard and the unincorporated areas of Silverdale.		
Kitsap County Human Resources	The HR department is chiefly responsible for establishing and implementing employment policies and procedures.	Director: Nancy Buonanno Grennan 507 Austin Avenue Port Orchard, WA 98366 (360) 337-7185 humanresources@co.kitsap.wa.us	https://www.kitsapgov.com/hr/Pages/default.aspx
Kitsap County Human Services	To provide essential services that address individual and community needs, preserve the rights and dignity of those they serve, and promote the health and well-being of all Kitsap residents	Supervisor: Hannah Shockley 507 Austin Avenue Port Orchard, WA 98366 (360) 337-4604 hshockle@co.kitsap.wa.us	https://www.kitsapgov.com/hs/Pages/Default%20Home%20Page%20HS.aspx
Kitsap County Information Services	Information Services is the central information technology hub for Kitsap County, located in the County Courthouse. The group provides technology infrastructure, development, support and network solutions to all County departments and some other local government entities.	Director: Craig Adams First Floor, Room 108 County Courthouse Port Orchard, WA 98366 (360) 337-5777 helpdesk@co.kitsap.wa.us	https://www.kitsapgov.com/dis/Pages/default.aspx
Kitsap County Parks	Parks is committed to providing quality-of-life enhancing opportunities through the management of natural areas and stewardship and offering an outstanding service-oriented environment.	Director: Jim Dunwiddie 1195 NW Fairgrounds Rd, Bremerton, WA 98311 (360) 337-5350 parks@co.kitsap.wa.us	https://www.kitsapgov.com/parks
Kitsap County Public Works	Provide the citizens of Kitsap County with quality service in the planning, maintenance, and operations of public works facilities.	Director: Andrew Nelson 614 Division Street. MS - 26 Port Orchard, WA 98366 (360) 337-5777 help@kitsap1.com	https://www.kitsapgov.com/pw/Pages/default.aspx

More information regarding Government in Kitsap County can be found in the Kitsap County Profile section starting on page 40.

Various county and city-specific agencies, departments, and officials are listed in the Participating Jurisdictions, Agencies, & Organizations table starting on page 13.

City-specific Government information can be found on the following pages:

- Bainbridge Island: 173
- Bremerton: 199
- Port Orchard: 227
- Poulsbo: 251

City-Specific City Manager information can be found on page 286 for Bainbridge Island, Bremerton, Port Orchard, and Poulsbo.

County and City Maps

Maps from various county, state, and federal agencies and departments are included in this document. Some of those agencies include Kitsap County Department of Emergency Management, Kitsap County Information Services, Kitsap County Community Development, FEMA, NOAA, WADNR, as well as city-specific departments.

- Maps of Kitsap County as a whole can be found on pages 39, 42, 47, 58, 72, 84, 87, 88, 105, 115, 116, 119
- Maps of different hazards and their effects on the county can be found on the following pages:
 - Earthquake: 65, 68, 72, 18, 78
 - Landslide & Erosion: 84, 87, 88
 - Tsunami: 94
 - Wildfire & Urban Fire: 105
 - Flood Mitigation: 113, 115, 116, 119
 - Severe Storm/Tornado: 127
 - Drought:
- Locations of city-specific location and hazard maps:
 - Bainbridge Island: 68, 94, 182, 188, 189, 190, 192, 194
 - Bremerton: 68, 113, 204, 220, 211, 212, 213, 215
 - Port Orchard: 68, 94, 127, 228, 232, 239, 241, 243
 - Poulsbo: 253, 257, 262, 263, 264, 265, 266, 267

Infrastructure

Every jurisdiction is unique. The list of assets that are most important to protect, as well as the criticality of any given facility, can vary widely from community to community. For planning purposes, a jurisdiction should determine criticality based on the relative importance of its various assets for the delivery of vital services, the protection of special populations, and other important functions. Infrastructure may be considered critical for a variety of reasons.

Infrastructure information can be found on the following pages:

- Kitsap County: 48-49, 69-71
- Bainbridge Island: 177, 178-180,
- Bremerton: 202-203,

- Port Orchard: 230-231
- Poulsbo: 255-256

Critical & Essential Facilities

Critical facilities are those facilities and infrastructure necessary for emergency response efforts and whose loss of function would present an immediate threat to life, public health, and safety. Essential facilities, which are necessary for the health and welfare of an area and are essential during the response and recovery phase of a disaster such as: public safety facilities, hospital, schools. Lifeline utility systems include potable and wastewater treatment plants, electrical generation facilities, and power grid and communications systems.

A list of information regarding critical and essential facilities can be found on the following pages:

- Kitsap County: 49-54
- Bainbridge Island: 177-178, 196-198
- Bremerton: 203, 216-226
- Port Orchard: 231, 245-250
- Poulsbo: 256, 269-274

Transportation

Transportation systems include airports, ports, harbor, highway, and roads.

Information regarding transportation systems can be found on the following pages:

- Kitsap County: 48-49, 69-71
- Bainbridge Island: 177
- Bremerton: 202-203
- Port Orchard: 230-231
- Poulsbo: 255-256

Vulnerable Populations

Information on vulnerable populations can be found on the following pages:

- Kitsap County: 43
- Bainbridge Island: 174
- Bremerton: 199-200
- Port Orchard: 227-228
- Poulsbo: 252-252

Cultural and Historical Assets

Cultural and historical assets are those facilities that augment or help define community character that, if lost, would represent a significant loss to the community.

Information on cultural and historical assets can be found on the following pages:

- Kitsap County: 49-54
- Bainbridge Island: 177-178, 178-180
- Bremerton: 203,
- Port Orchard: 231
- Poulsbo: 256

Legal and Regulatory Capability				
	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code <i>Comment: Kitsap County Code Title 14</i>	Yes	Yes	Yes	Yes
Zoning Code <i>Comment: Kitsap County Code Title 17</i>	Yes	Yes	Yes	Yes
Subdivisions <i>Comment: Comprehensive Plan (2016-2036)</i>	Yes	Yes	Yes	Yes
Stormwater Management <i>Comment: Kitsap County Code Title 12, WA Department of Ecology Storm Water Permit Regulations</i>	Yes	Yes	Yes	Yes
Post-Disaster Recovery <i>Comment: Kitsap County Comprehensive Emergency Management Plan (2015)</i>	Yes	Yes	Yes	Yes
Real Estate Disclosure	No	No	No	No
Growth Management <i>Comment: Kitsap County Comprehensive Plan (2016-2036)</i>	Yes	No	Yes	Yes
Site Plan Review <i>Comment: City/County Codes</i>	Yes	Yes	Yes	Yes
Environmental Protection <i>Comment: WA State Dept of Ecology and Federal EPA</i>	No	Yes	Yes	Yes
Flood Damage Prevention <i>Comment: Kitsap County, 1980. Ordinance No. 80 - Flood Damage Prevention Regulations, Kitsap County Critical Areas Ordinance, December 2017</i>	Yes	Yes	No	Yes
Emergency Management <i>Comment: Kitsap County Code Title 2, Kitsap County CEMP</i>	Yes	Yes	Yes	Yes
Climate Change	No	Yes	No	Yes

Legal and Regulatory Capability				
	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
<i>Comment: WA State Dept of Ecology</i>				
Other: Comprehensive Plan <i>Comment: Kitsap County Comprehensive Plan (2016-2036)</i>	Yes	Yes	Yes	Yes
Planning Documents				
Comprehensive Plan <i>Comment: Kitsap County Comprehensive Plan (2016-2036)</i>	Yes	Yes	Yes	Yes
Capital Facilities Plan (2016-2036) <i>How often is the plan updated? Annually</i>	Yes	Yes	Yes	Yes
Floodplain or Watershed Plan <i>Comment: Gorst Creek Watershed Plan</i>	Yes	Yes	Yes	Yes
Stormwater Plan <i>Comment: Stormwater Pollution Prevention Plan, Kitsap County Stormwater Design Manual 2016, 2019 Stormwater Management Program (SWMP)</i>	Yes	Yes	No	Yes
Urban Water Management Plan <i>Comment: Kitsap County Ground Water Management Plan, Kitsap County Coordinated Water System Plan</i>	Yes	Yes	No	Yes
Habitat Conservation Plan <i>Comment: Washington State Department of Natural Resources Habitat Conservation Plan, Kitsap County Code Title 19</i>	No	Yes	No	Yes
Economic Development Plan <i>Comment: Kitsap County Comprehensive Plan (2016-2036)</i>	Yes	Yes	Yes	Yes
Shoreline Management Plan <i>Comment: Kitsap County Shoreline Master Program, Kitsap County Regional Shoreline Restoration Project, Kitsap County Code Title 22</i>	Yes	Yes	Yes	Yes
Community Wildfire Protection Plan <i>Comment: Bainbridge Island Community Wildfire Protection Plan, WADNR Wildland Fire Protection 10-Year Strategic Plan</i>	Yes	Yes	Yes	Yes
Forest Management Plan	No	No	No	No
Climate Action Plan	No	No	No	No
Comprehensive Emergency Management Plan <i>Comment: Kitsap County Comprehensive Emergency Management Plan 2015</i>	Yes	No	Yes	Yes
Threat & Hazard Identification & Risk Assessment <i>Comment: Kitsap County HIVA 2019</i>	Yes	Yes	No	Yes
Post-Disaster Recovery Plan	Yes	Yes	No	Yes

Legal and Regulatory Capability					
	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?	
<i>Comment: Kitsap County Comprehensive Emergency Management Plan 2015</i>					
Continuity of Operations Plan <i>Comment: Continuity of Operations (COOP) Plan (under development)</i>	Yes	Yes	Yes	Yes	
Public Health Plan <i>Comment: Kitsap County Health District Emergency Response Plan</i>	Yes	Yes	Yes	Yes	
Planning/ Regulatory Tool	Kitsap County	Bainbridge Island	Bremerton	Port Orchard	Poulsbo
Emergency Operations/Emergency Management Plan	√	√	√	√	√
Hazard Mitigation Plan	√				
Comprehensive Land Use Plan	√	√	√	√	√
Open Space Management Plan (Parks & Rec/Greenway Plan)	√	√	√	√	√
Stormwater Management Plan/Ordinance	√	√	√	√	√
Natural Resource Protection Plan					
Flood Response Plan					
Continuity of Operations Plan	√				
Disaster Recovery Plan	√				
Economic Development Plan	√	√	√	√	√
Flood Damage Prevention Ordinance	√	√	√	√	√
Zoning Ordinance	√	√	√	√	√
Subdivision Ordinance	√	√	√	√	√
Unified Development Ordinance	√	√	√	√	√
Post-Disaster Redevelopment Ordinance					
Building Code	√	√	√	√	√
Fire Code	√	√	√	√	√
National Flood Insurance Program (NFIP)	√	√	√	√	√
NFIP Community Rating System					

Development and Permitting Capability	
Criterion	Response
Does your jurisdiction issue development permits? If no, who does? If yes, which department?	Yes, Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Community Development and Public Works departments.
Does your jurisdiction have the ability to track permits by hazard area?	Yes
Does your jurisdiction have a buildable lands inventory?	Yes

Fiscal Capability	
Financial Resource	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	N/A

Administrative and Technical Capability		
Staff/Personnel Resource	Available?	Department/Agency
Planners or engineers with knowledge of land development and land management practices	Yes	Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Community Development and Public Works departments. Positions include Director, Administrators, Supervisors, Planners, and Engineers. The Kitsap County Planning Commission is an advisory body that assists the Planning Department in carrying out its duties, including assistance in the preparation and execution of the comprehensive plan and recommendations to the planning department for the adoption of official controls and/or amendments (RCW 36.070.040; Kitsap County Resolution 60-1961, Sec 2), and acts as the research and fact finding agency of the County.
Engineers or professionals trained in building or infrastructure construction practices	Yes	Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Community Development and Public Works departments. Positions include Director, Administrators, Supervisors, Planners, and Engineers. Kitsap County Transit Engineers.
Planners or engineers with an understanding of natural hazards	Yes	Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Community Development and Public Works departments. Positions include Director, Administrators, Supervisors, Planners, and Engineers. Kitsap County Transit Engineers.
Staff with training in benefit/cost analysis	No	KCDEM Director and EMAT staff

Administrative and Technical Capability		
Staff/Personnel Resource	Available?	Department/Agency
Surveyors	Yes	Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Public Works departments.
Personnel skilled or trained in GIS applications	Yes	Numerous county and city departments
Scientist familiar with natural hazards in local area	Yes	Kitsap County, Bainbridge Island, Bremerton, Port Orchard, and Poulsbo Community Development and Public Works departments, Kitsap Transit.
Emergency Manager	Yes	Kitsap County Department of Emergency Management
Grant writers	Yes	Numerous county and city departments
Other	N/A	

Education and Outreach Capability	
Criterion	Response
Do you have a Public Information Officer or Communications Office?	Yes, within the Kitsap County Department of Emergency Management.
Do you have personnel skilled or trained in website development?	Yes, within the Kitsap County Department of Emergency Management and Information Services, as well as various county and city departments. Most agencies/departments keep up-to-date websites and social media accounts.
Do you have hazard mitigation information available on your website? If yes, please briefly describe.	Yes, the hazard mitigation plan and hazard vulnerability assessment are routinely uploaded to the kitsapdem.org website where the public can view and download a PDF version of the document. The website also includes standalone information on the natural hazards that affect Kitsap County, as well as terrorism, hazardous materials, and public health information.
Do you utilize social media for hazard mitigation education and outreach? If yes, please briefly describe.	Yes, KCDEM utilizes the kitsapdem.org website, KCDEM Facebook, and KCDEM Nextdoor accounts to share information, documents, and links to hazard mitigation education and outreach. Various county departments utilize social media for public engagement, warning, and outreach.
Do you have any citizen boards or commissions that address issues related to hazard mitigation? If yes, please briefly describe.	Kitsap County has various organizations, advisory groups, and steering committees for citizens, which the public is asked to join such as the Central Kitsap Community Council, Manchester Citizens Advisory Committee, Kingston Citizens Advisory Committee, and the Suquamish Citizens Advisory Committee. Nextdoor is also a forum used to engagement with the public regarding providing and requesting hazard mitigation information.
Do you have any other programs already in place that could be used to communicate hazard-related information? If yes, please briefly describe.	Kitsap County ALERT is the county's emergency notification system which can be used to communicate hazard-related information, as well as the

Education and Outreach Capability	
Criterion	Response
	kitsapdem.org website, KCDEM Facebook, and KCDEM Nextdoor accounts.
Do you have any established warning systems for hazard events? If yes, please briefly describe.	Kitsap County ALERT is the county's emergency notification system which can be used to communicate hazard-related information. These emergency alerts could be related to specific hazards that require action be taken such as evacuation, shelter in place, boil water, etc. In addition to the public receiving information on their wireless devices, they may also sign up to receive notification on a traditional landline phone. Adding a location address will provide geographically targeted alerts when an emergency impacts a specific location.

National Flood Insurance Program Compliance	
Criterion	Response
What local department is responsible for floodplain management?	Kitsap County Community Development
Who is your floodplain administrator? (department/position)	Kitsap County Community Development Flood Plain Coordinator
Are any certified floodplain managers on staff in your jurisdiction?	Bainbridge Island has 2, Port Orchard has 1. Bremerton and Poulsbo do not have any.
What is the date that your flood damage prevention ordinance was last amended?	1980
Does your floodplain management program meet or exceed minimum requirements?	Meet
When was the most recent Community Assistance Visit or Community Assistance Contact?	2002
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed?	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction?	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program?	Yes
If so, what type of assistance/training is needed?	Floodplain development permitting
Does your jurisdiction participate in the Community Rating System (CRS)?	No for all.
If yes, is your jurisdiction interested in improving CRS Classification?	N/A
Is your jurisdiction interested in joining the CRS program?	No. In 2007, Kitsap County compared the cost to implement CRS versus the savings to citizens which proved insignificant. The County does not have significant flood-prone areas that would benefit from this program.
How many flood insurance policies are in force in your jurisdiction?*	926
What is the insurance in force?	\$318 million

National Flood Insurance Program Compliance	
Criterion	Response
What is the premium in force?	Unknown
How many total loss claims have been filed in your jurisdiction? *	Unknown
How many claims are still open/were closed without payment?	Unknown
What were the total payments for losses?	Unknown
*According to FEMA as of 2015	
City-Specific NFIP Information can be found on 120-124.	

Community Classifications			
	Participating?	Classification	Date Classified
Community Rating System	No to all	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	N/A	N/A
Public Protection	Yes	N/A	N/A
Storm Ready	No	N/A	N/A
Firewise	Yes	N/A	N/A
Bainbridge Island	Yes	Participating	N/A
Bremerton	Yes	Participating	N/A
Port Orchard	Yes	Participating	N/A
Poulsbo	Yes	Participating	N/A

Hazard Mitigation Funding Resources

State Mitigation Funding

Direct State Disaster Mitigation Funding

The state of Washington has PA and IA programs under State-declared disasters

State Provision of Non-Federal Match to Federal Mitigation Programs

Many federal mitigation programs require a local match of non-federal funds. The match required varies with the program regulations and community being granted funds. These programs, described in detail below, include the Public Assistance (also called 406 mitigation) and Hazard Mitigation Grant Program (HMGP) which are funded under federally-declared disasters. The matching funds are paid through the State DRF

Hazard Mitigation Grant Program (HMGP)

This state-managed program is available only after a Presidential Declaration of Major Disaster. The program funds mitigation planning initiatives and cost-effective mitigation projects designed to reduce or eliminate the effects and costs of future disaster damage. Upon approval of the governor and state legislature, the state may pay a portion of the applicant's cost share.

DR-4418 Grant

On March 4, 2019, Federal Disaster Declaration DR-4418 was granted to the state of Washington triggering a new HMGP round. While HMGP is competitive and open to all eligible entities in the state, grant applications from eligible entities within the declared and affected counties will be given priority status. For DR-4418, the declared and affected counties are as follows:

- Declared counties: Clallam, Grays Harbor, Island, Jefferson, Mason, Pacific, Snohomish and Whatcom.
- Affected (but not declared) counties: King, Kitsap, Lewis, Pierce, Skagit and Thurston.

HMGP Post Fire Mitigation

Hazard Mitigation Grant Program funding is now available for every Fire Mitigation Assistance Grant (FMAG) declared during calendar years 2017 and 2018 within the state of Washington. This new grant funding is prioritized for pre- and post-wildfire risk reduction projects in the declared counties but is competitively available statewide. Standard HMGP eligibility criteria apply. Each new FMAG in 2018 will trigger a new HMGP grant opportunity.

Pre-Disaster Mitigation

This annually available, nationally competitive program provides funds for hazard mitigation measures designed to reduce injuries, loss of life, and damage and destruction of property. Grants are available for mitigation planning initiatives and cost-effective mitigation projects. Small, impoverished communities and Tribes may be eligible for a 90 percent federal cost share.

Flood Mitigation Assistance

This annually available program provides funds for cost-effective measures that reduce the risk of flood damage to structures that have flood insurance coverage. Grants are available for planning initiatives to update the flood hazard portion of an applicant's hazard mitigation plan and for cost-effective flood mitigation projects. Funding for properties that meet the repetitive loss or severe repetitive loss thresholds is available at a 90 percent and 100 percent federal cost share, respectively. Funding for all other Flood Mitigation Assistance grants are available at a 75 percent federal cost share. There are no longer separate Repetitive Flood Claim and Severe Repetitive Loss grant programs.

Supporting Mitigation Programs

Division of Homeland Security and Emergency Management Disaster Relief Fund

The State of Washington provides State funding for PA and IA in State-declared disasters and cost share funds for federally-declared disasters through the DRF.

Block Grant Program

The Block Grant Program is funded through the Federal Department of Housing & Urban Development (HUD). Kitsap County receives an annual allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. The amounts are determined by a formula and the federal budget.

The purpose of the program is to provide the community with a source of funds to address a wide range of housing and community needs. The funds are used to support agencies, non-profits, and governments in addressing the needs of low-income and special needs households in the community. CDGB funds are primarily used to fund capital and economic development projects, with a smaller portion used to fund public services. HOME funds are used to fund housing projects. The goal is to assist in the development of decent housing, create suitable living environments and expand economic opportunities for low income individuals and families.

Washington Department of Commerce

The Department of Commerce is the one agency in state government that touches every aspect of community and economic development: planning, infrastructure, energy, public facilities, housing, public safety and crime victims, international trade, business services and more. We work with local governments, tribes, businesses and civic leaders throughout the state to strengthen communities so all residents may thrive and prosper.

Rural Development Assistance Mini-Grants

These grants partially fund plan development, feasibility engineering studies, and capital projects. Mini-grants are awarded by the State Legislature.

Unincorporated Community Grants

These grants are awarded by the State Legislature to unincorporated communities and nonprofits for a wide range of projects and programs.

Federal Mitigation Funding

There are several Federal agencies and programs funding mitigation projects in the State of Washington. Mitigation grants are administered through the Department of Homeland Security as the grantee to local communities functioning as sub-grantees with the State providing the required matching funds for the Hazard Mitigation Grant Program (HMGP). The following table is an overview of grant projects and their eligible programs (Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Grants (PDM), Flood Mitigation Assistance Grant (FMA)).

Activities	HMGP	PDM	FMA
Mitigation Projects	√	√	√
Property Acquisition and Structure Demolition	√	√	√
Property Acquisition and Structure Relocation	√	√	√
Structure Elevation	√	√	√
Mitigation Reconstruction			
Dry Floodproofing of Historic Residential Structures	√	√	√

Activities	HMGP	PDM	FMA
Dry Floodproofing of Non-residential Structures	√	√	√
Minor Localized Flood Reduction Projects	√	√	√
Structural Retrofitting of Existing Buildings	√	√	
Non-Structural Retrofitting of Existing Buildings and Facilities	√	√	
Safe Room Construction	√	√	
Infrastructure Retrofit	√	√	
Soil Stabilization	√	√	
Wildfire Mitigation	√	√	
Post-disaster Code Enforcement	√		
5% Initiative Projects	√		
Hazard Mitigation Planning	√	√	√
Management Costs	√	√	√

FEMA administers HMA grants through Congressional authorization of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 2000 as amended. While many features of the HMA grants overlap, such as the benefit cost analysis (BCA) requirement, each grant program has specific features. Detailed guidance for these grants is provided by FEMA at <http://www.fema.gov/library/viewRecord.do?id=3649>.

Federal Disaster Mitigation Grants

406 Public Assistance Mitigation

FEMA PA repair projects are eligible for additional mitigation funds through 406 PA mitigation. Section 406 of the Stafford Act stipulates the mitigation project must relate directly to the disaster damages.

Hazard Mitigation Grant Program

In contrast, whenever there is a presidentially-declared disaster in the State of Washington, FEMA offers mitigation grant funds based on a percentage of the overall Federal share of disaster costs (15% in 2013). This program, called the HMGP, was created in 1988 by the Stafford Act, Section 404 (404 mitigation) and allows HMGP funds to be used anywhere in the State if it is stipulated in the State disaster declaration to the President. While HMGP is funded through a presidentially-declared disaster, HMGP funds are not used to repair disaster damage but to reduce future disaster losses through mitigation projects and planning.

Federal Unmet Needs Program

Unmet Needs is a program activated in specific disasters based upon a Congressional determination there are unmet needs following a disaster. Mitigation funds may be available for jurisdictions receiving an unmet needs allocation. Mitigation projects are specified in the Unmet Needs allocation. The Unmet Needs program funds up to 75% of an approved project.

Additional Primary Federal Mitigation Programs

FEMA

Pre-Disaster Mitigation Grant Program

The FEMA Pre-Disaster Mitigation (PDM) grant program funds mitigation projects and planning for State, local, and eligible tribal organizations. The PDM program is annual, subject to Congressional appropriation, and nationally competitive. PDM sets aside a minimum monetary amount for each State and offers any remaining funds for national competition. Congress controls the PDM program and may award PDM funds in lieu of any competitive application process.

The State is the grantee of PDM funds and communities are the sub-grantees. Grant awards are a 75% Federal/25% applicant cost share match. In Fiscal Year (FY) 2016, PDM program funding totaled approximately \$90 million. Communities identified as “small and impoverished” are eligible for 90% Federal and 10% applicant match.

Hazard Mitigation Technical Assistance Program

Through the Hazard Mitigation Technical Assistance Program (HMTAP), FEMA creates technical products for Federal, State, and local community use. FEMA administers HMTAP contracts with State advisement. HMTAPs continue to be a potential tool to accomplish specific, clearly-defined mitigation planning work as identified by the SHMO.

Department of Commerce National Oceanic and Atmospheric Administration (NOAA)

National Tsunami Hazard Mitigation Grant Program

The National Tsunami Hazard Mitigation Grant Program (NTHMP) combines Federal and State partners involved in mitigating tsunami risk. This NOAA-directed program includes Federal partners from the United States Geological Survey (USGS), FEMA, and States with tsunami risk. The State of Alaska serves as a member of the Coordination Committee for the NTHMP and is the grantee for NTHMP funds allocated to Alaska. In Alaska, NTHMP funds are combined with State-managed projects, local community sub-grants, and intra-state reimbursable services agreements (RSAs) for tsunami hazard mapping, outreach and warning systems. In Alaska, the NTHMP is managed through the SHMO.

Small Business Administration

Business Physical Disaster Loans are available for businesses and non-profit organizations in the area of a declared Federal disaster or Small Business Administration (SBA) declared disaster. SBA often sends representatives on federally-declared disasters to present their disaster loan program.

Natural Resource Conservation Service

Emergency Watershed Protection Program

The NRCS is responsible for the Emergency Watershed Protection (EWP) program. EWP provides financial and technical assistance to remove debris from streams, protect destabilized stream banks, establish cover on critically eroding lands, establish conservation practices, and purchase flood plain easements.

Department of Defense
U.S. Army Corps of Engineers

Funding for USACE projects and studies is dependent on Congressional appropriation and program requirements.

Additional Federal Agencies

- Department of Agriculture
 - U.S. Forest Service
- Department of Commerce
 - National Oceanic & Atmospheric Administration – See above under NTHMP and RCASP.
 - National Weather Service Office of Coastal Resource Management
- Department of Defense
 - USACE Army Corps of Engineers - National Flood Proofing Committee
- Department of Health, Education & Welfare
 - Center for Disease Control (CDC)
- Department of Housing & Urban Development Community Development Block Grant
 - HOME Investment Partnerships Program
- Department of the Interior
 - U.S. Geological Survey U.S. Fish & Wildlife Service Bureau of Land Management
 - Bureau of Indian Affairs
- Environmental Protection Agency
- Department of Transportation
 - Federal Highway Administration Federal Aviation Administration
- National Trust for Historic Preservation

Additional Mitigation Grant Resources

Information about other grant programs may be found in these sources:

- Washington Emergency Management Division: <https://mil.wa.gov/disaster-assistance-overview>
- FEMA Hazard Mitigation Assistance: <https://www.fema.gov/hazard-mitigation-assistance>
- FEMA Hazard Mitigation Grant Program: <https://www.fema.gov/hazard-mitigation-grant-program>
- FEMA Disaster Assistance: A Guide to Recovery Programs:: <https://www.fema.gov/media-library/assets/documents/31850>

Adaptive Capacity for Climate Change for Kitsap County	
Criterion	Jurisdiction Rating*
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts	Moderate
Jurisdiction-level monitoring of climate change impacts	Low
Technical resources to assess proposed strategies for feasibility and externalities	Low

Clear authority/mandate to consider climate change impacts during public decision-making processes	Moderate
Identified strategies for greenhouse gas mitigation efforts	Low
Identified strategies for adaptation to impacts	Low
Champions for climate action in local government departments	High
Political support for implementing climate change adaptation strategies	Moderate
Financial resources devoted to climate change adaptation	Unsure
Local authority over sectors likely to be negative impacted	Unsure
Public Capacity	
Local residents' knowledge of and understanding of climate risk	Moderate
Local residents' support of adaptation efforts	Moderate
Local residents' capacity to adapt to climate impacts	Moderate
Local economy current capacity to adapt to climate impacts	Unsure
Local ecosystems capacity to adapt to climate impacts	Unsure
*High = Capacity exists and is in use; Moderate = Capacity may exist but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.	

Appendix C: MHMP Update History

Steering Committee Hazard Mitigation Strategy Identification Activities 1998 to 2019

1998 to 1999 Planning Process – Overview

- Members of the Steering Committee met with representatives from each City and County in the Community to identify Local Hazard Mitigation Strategy recommendations.
- The Steering Committee, starting in August of 1998 through April of 1999, met on a monthly basis to identify additional Hazard Mitigation Strategy recommendations and to develop those recommendations received from the political subdivisions.
- In January of 1999, the Steering Committee assisted in the facilitation of a Community-Wide Planning
- Team full-day meeting to introduce the community to the Hazard Mitigation Strategies identified and received input and prioritization from the Community-Wide Planning Team. Over 80 community participants attended the day-long working session and examined, prioritized, and recommended acceptance or rejection of the Hazard Mitigation Strategies presented.
- Following the January meeting, the Steering Committee again examined and prioritized the Hazard Mitigation Strategies incorporating the result from the Community-Wide Planning Team meeting. The Steering Committee further estimated implementation costs for those strategies where possible.
- The Kitsap County MHMP and Recovery Plan were formally adopted in October 1999 by the Kitsap County Emergency Management Council (includes the three county commissioners and the mayors of each city).

2003 to 2004 Plan Development – Overview

- Members of the Planning Committee met on a bi-monthly/monthly basis from February of 2003 through July of 2004 to review and update the 1999 plan.
- The Planning Committee broke into sub-groups by expertise to review, assess, and evaluate current recommendations, strategies, and priorities and to develop new recommendations, strategies, and priorities as needed. The sub-groups broke down as follows:
 - Community Groups (Not-for-Profits)
 - City Community Development
 - Fire Agencies

- School Districts
- Ports
- Water Purveyors

The outcomes of these sub-groups were as followed:

1. Schools – Natural Hazards – Earthquake mitigation and preparedness is still a number one issue for schools. School violence is the terrorist threat that now requires more attention and mitigation activities.
2. Ports reviewed all strategies, but the newest threat is terrorism, and port security will need to be included in the planning process.
3. Fire Agencies confirmed all mitigation strategies for drought were still effective.
4. All other agencies reviewed all strategies and assessed most were current for their organizations.
5. The Planning Committee designed the public outreach process for May of 2004.
6. The Planning Committee further developed an ongoing Planning Committee comprised of one representative from each discipline to meet annually (in April) to evaluate ongoing strategies, update the plan as needed, determine ways to add additional strategies as identified by either the community at large and/or an event that took place in the community that identified areas for mitigation (i.e., earthquake).

2012 Plan Review & Update

- All City and Special Purpose District planning partners were contacted in October 2009 to advise them of the periodic update to this plan. All were asked to review their current profile, update profile information and supplemental documents, and place the planning meetings on their calendars for December 2009 through March 2010.
- The kickoff meeting was held on December 17th, 2009, and the attending partners agreed on the deadlines for agency-specific documentation delivery. Planning partners unable to attend the meeting on December 17th, 2009 attended a second kick-off meeting on December 28th, 2009. All partners agreed to the delivery deadlines.
- The progress of the MHMP Update was verified at a meeting held on January 21st, 2010. In addition to verifying progress, a subcommittee was formed to review the basic plan from 2004 to determine if the basic plan, process, strategies, and recommendations all remain valid for Kitsap County and associated Cities and Special Purpose Districts based on the HIVA (October 2008). The volunteers for this subcommittee represented a cross-section of all of the planning partners including representatives from Public Works, Schools, Water/Utility, Tribal, City and County Government. These volunteers would review the basic plan in its entirety and provide feedback before the next planning partner meeting.

- The planning partners met again on February 18th, 2010, for final verification of progress. By this time each partner had made public notice (if applicable), held a hearing on their profile input for the MHMP update, and provided minutes of those board meetings / hearings for inclusion into the plan. All documents were to be electronically submitted for the plan one week from this meeting so that the update of the MHMP could be completed.

Each Planning Partner was tasked to:

- Review the 2004 MHMP
- Update their jurisdiction/agency profile
- Evaluate and update their profiles to reflect changes in hazard risk assessments
- Evaluate strategies and update profiles for potential terrorist threats and mitigation strategies
- Report on completed mitigation strategies to the Committee
- Report any concerns that may warrant further action by the Multi-Hazard Mitigation Planning Committee.
- Collaborate with other functional organizations on mitigation strategies

Kitsap County MHMP Development - 2010			
Date	Activity	Subject	Action Items
October 29, 2009	Notification of MHMP Update, kick-off meeting date and the timeline for update	Review Current HIVA (October 2008), MHMP (December 2004) and schedule meeting dates	Team to review HIVA, MHMP and begin on updates to profiles
December 17, 2009	Meeting	<ul style="list-style-type: none"> • Action Items – Review • Plan Profile • Public Notice • Meeting Notice • Meeting Minutes • Follow up MHMP meeting dates 	Continue development of required elements and updated profile
December 28, 2009	Meeting	<ul style="list-style-type: none"> • Action Items – Review • Plan Profile • Public Notice • Meeting Notice • Meeting Minutes • Follow up MHMP meeting dates 	Continue development of required elements and updated profile

Kitsap County MHMP Development - 2010			
Date	Activity	Subject	Action Items
January 21, 2010	Meeting	<ul style="list-style-type: none"> Review of Project Timeline Provide Planning Assistance Establish Sub-committee 	Continue development of required elements and updated profile. Sub-committee to review basic plan for necessary updates.
February 18, 2010	Meeting	Finalize documents and timeline for submission. Sub-committee reports no significant changes to plan, only minor updates to text, data, and fiscal info.	The final deadline for submission of all notices, agenda, minutes, and profiles is one week. All planning partners on schedule.
February 25, 2010	Partner Documents	Deliver all electronic documents for the plan update	Await draft plan finalization and approval
March 11, 2010	Draft Plan Review	Draft Plan to Director	Corrections as needed
March 12, 2010	Draft Plan Delivery	Delivery of Draft Plan to WA EMD	Await approval and forwarding to FEMA for final approval.

Table 82: Kitsap County MHMP Development - 2010

Such detailed records were not found for the 2015 update cycle.

Appendix D: Stakeholder and Engagement Records

Stakeholder Point-of-Contact Information:

Bainbridge Island

Morgan Smith
City Manager – City of Bainbridge Island
280 Madison Ave
North Bainbridge Island, WA
206-780-8620

Bremerton

Pat McGanney
Fire Chief
911 Park Ave
Bremerton, WA
360-478-5380

Port Orchard

Mark Dorsey
Director of Public Works
216 Prospect Street
Port Orchard, WA
360-876-4991

Poulsbo

Karla Boughton
Planning & Economic Development Director
200 NE Moe Street
Poulsbo, WA
360-39-9748

Stakeholder Engagement Records

January 19, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Fw: Tentative Mitigation Project Kickoff Meeting Agenda

Randy Unger <randyunger2012@hotmail.com>
To: Aleksandra Baran <aleks@tamarackmgmt.com>

Thu, Sep 19, 2019 at 8:06 PM

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger
Sent: Saturday, January 19, 2019 4:17 PM
To: Elizabeth Klute <eklute@co.kitsap.wa.us>
Cc: herb JEWELL <hjw@comcast.net>; Force Tolar <GFTolar@gmail.com>; Michele Moen <MMoen@co.kitsap.wa.us>; Dave Rasmussen <drasmuss@co.kitsap.wa.us>; Linda Tsubaki <ltsubaki@icloud.com>; Tom Malley <tmalley@co.kitsap.wa.us>; Dave Rasmussen <drasmuss@co.kitsap.wa.us>
Subject: Tentative Mitigation Project Kickoff Meeting Agenda

KICKOFF MEETING DELIVERABLES

Emphasis throughout the workshop sessions is on the deliverables to be produced by the team. These are:

- Agreement on project goals.
- List of key concerns and major open issues. Identify associated risks.
- A well-defined project/work breakdown structure (PBS).
- A task/responsibility matrix, based on the PBS.
- A list of key project coordination and public comment events, linked to the PBS and identifying responsibility and audience(s).
- A project master schedule, based on the PBS, reflecting the key project coordination events, and based on the consensus of the project team on the overall allocation of time.
- Agreed procedures for project monitoring and control, including dates for periodic project review meetings.
- Action items resulting from the kick-off workshop discussions, with assigned responsibility and agreed due date for each.

All: the above intended to get us thinking in the general direction of setting project expectations. Added plus is that it gives me something to do while sitting around with my busted leg. Will be great to get the band together again.

best always,
Randy

February 3, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Fw: February 3 Version, MHMP Memo

Randy Unger <randyunger2012@hotmail.com>
To: Aleksandra Baran <aleks@tamarackmgmt.com>

Thu, Sep 19, 2019 at 8:04 PM

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger
Sent: Sunday, February 3, 2019 3:16 PM
To: Force Tolar <GFTolar@gmail.com>; Elizabeth Klute <eklute@co.kitsap.wa.us>; Linda Tsubaki <ltsubaki@icloud.com>; chiefjim@wavecable.com <chiefjim@wavecable.com>
Subject: February 3 Version, MHMP Memo

Thanks for Force for edits.

Randy

 [MHMP RFI Memo 02-03-2019.docx](#)
20K

KCDEM
KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

Dear TBD:

Mitigating natural hazards saves lives, reduces injuries, and prevents or limits financial losses from disasters in Kitsap County. Additionally, the Federal government requires states, local jurisdictions, and tribal governments to have a Federal Emergency Management Agency-approved mitigation plan in place in order to apply for emergency funds and mitigation grants. Kitsap County's Multi-Hazard Mitigation Plan, first approved in 2003 and revised in 2012, is due for updating. This ensures the Plan reflects today's challenges to Kitsap's people and infrastructure.

Kitsap County is committed to incorporating input from all stakeholders—public, private, and non-profits—during the next several months as we together develop a meaningful plan that supports the unique needs of our communities. Stakeholder activities will occur over the next several months, beginning with a new Hazard Identification Vulnerability Assessment. We expect the project to be completed by the end of October. Your jurisdiction's participation in this effort is critical. My initial request is for by a primary point of contact for coordination with my staff. I intend to schedule the first of a series of briefings on Mitigation Plan process and progress shortly. I am always available to provide clarification and to answer your questions.

Best regards,

Elizabeth Klute

March 4, 2019

Gmail Aleksandra Baran <aleks@tamarackmgmt.com>

Fw: Wednesday Agenda items

Randy Unger <randyunger2012@hotmail.com>
To: Aleksandra Baran <aleks@tamarackmgmt.com>

Thu, Sep 19, 2019 at 8:15 PM

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger <randyunger2012@hotmail.com>
Sent: Monday, March 4, 2019 9:17 AM
To: force-tolar-Ng3TRBUILwkl@replies.3.basecamp.com <force-tolar-Ng3TRBUILwkl@replies.3.basecamp.com>; Elizabeth Klute <eklute@co.kitsap.wa.us>; Linda Tsubaki <ltsubaki@cloud.com>; chiefjim@wavecable.com <chiefjim@wavecable.com>; TAMARA CHAPMAN <tammy@tamarackmgmt.com>; Aleksandra Baran <aleks@aleksbaran.com>
Subject: Wednesday Agenda Items

All:

Here are the issues from my viewpoint-

- Finalize stakeholders
- Stakeholder engagement - POC request letters, RFI requests, who is going to shepherd entities that are not cities
- The above drives adjusting the project timeline, meeting schedule, and other project materials

I'm going to refresh myself on the stakeholder powerpoint and RFI form prior to Wednesday. Remember the conference call is 1100 - 1200 Pacific time.

I'm including comments from Force (my responses in restful green) which are some of the points we need to clarify.

Best regards,
Randy

From: Force Tolar (Basecamp) <notifications@3.basecamp.com>
Sent: Sunday, March 3, 2019 12:30 PM
To: randyunger2012@hotmail.com
Subject: Re: (Kitsap County HIVA Update and Mitigation Plan Review) Proposed Stakeholder List

On first blush:

- Naval Base Kitsap is appropriate. Navy Region Northwest can be dropped. Good, just wanted to keep the chain of command happy.
- Is City of Bainbridge intentionally excluded (as well as the BI school district and BI fire)? Haven't heard that COB wants to play. We should try to include the school district, so that we capture all of them. Is the BI FD independent of the city government?
- As far as infrastructure is concerned, mitigation planning usually learns a lot from Puget Sound Energy and their vulnerabilities in supporting critical infrastructure. Agreed. They could replace CNR/NW.
- Does Public Health provide input/capability information from CHI Franciscan hospital? I looked at their website, and they have no formal agreements with CHI, Multicare, Kaiser or any other private providers that I could see.

Lis-- interested in your thoughts.
Randy

You can reply to this email or respond in Basecamp.

This message was sent to Force Tolar and Randy Unger.
Unsubscribe - Change your notification settings
Get the Basecamp app for iPhone or Android

March 27, 2019

Gmail Aleksandra Baran <aleks@aleksbaran.com>

2019 Kitsap County Hazard Identification Vulnerability Assessment/Multihazard Mitigation Plan Kickoff

Randy Unger <randyunger2012@hotmail.com>
To: "bob@xpud.org" <bob@xpud.org>; "help@kitsap1.com" <help@kitsap1.com>; Jessica Guidry <jessica.guidry@kitsapublichealth.org>; "mikep@kitsaptransit.com" <mikep@kitsaptransit.com>; "molsen@nkschools.com" <molsen@nkschools.com>; "JoedV@nkschools.org" <JoedV@nkschools.org>; "johnsond@nkschools.org" <johnsond@nkschools.org>; "jon.cossack@bremertonhools.org" <jon.cossack@bremertonhools.org>; "ebischoff@biad303.org" <ebischoff@biad303.org>; Anne LeSage <alesage@bainbridgewa.gov>; Patrick McGanney <patrick.mcganney@bremerton.wa.us>; Mark <mdorsey@cityofbrenton.org>; "axel@portforemerton.org" <axel@portforemerton.org>; "Sorens, Jeanne" <jcsorens@saw19.org>; "mives@pgat.nsn.us" <mives@pgat.nsn.us>; "omay@suquamish.nsn.us" <omay@suquamish.nsn.us>; "maryhobday@pse.com" <maryhobday@pse.com>; Kol Medina <kmedina@bainbridgewa.gov>; "jkreidlemoss@pchsweb.org" <jkreidlemoss@pchsweb.org>

Wed, Mar 27, 2019 at 1:50 PM

KCDem

KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

Mitigating natural hazards saves lives, reduces injuries, and prevents or limits financial losses from disasters in Kitsap County. Additionally, the federal government requires states, local jurisdictions, and tribal governments to have a Federal Emergency Management Agency-approved mitigation plan in place in order to apply for emergency funds and mitigation grants. Kitsap County's Multi-Hazard Mitigation Plan, first approved in 2005 and revised in 2012, is due for updating. This ensures the Plan reflects today's challenges to Kitsap's people and infrastructure.

Kitsap County is committed to incorporating input from all stakeholders—public, private, and non-profits—during the next several months as we together develop a meaningful plan that supports the unique needs of our communities. Stakeholder activities will occur over the next several months, beginning with a new Hazard Identification Vulnerability Assessment (HIVA). We expect the project to be completed by the end of June. Your jurisdiction's participation in this effort is critical. My initial request is for a primary point of contact for coordination with my staff. To explain the HIVA drafting process, we are conducting a virtual kickoff briefing at 1:00 on April 8th in conjunction with the Kitsap Emergency Management Training Schedule meeting. A GoToMeeting invitation will arrive shortly. Our Project Manager (randyunger2012@hotmail.com, 253-851-3018) and I (eklute@co.kitsap.wa.us, 360-307-5871) are available to provide clarification and to answer your questions.

Best regards,
Elizabeth Klute

Kitsap County HIVA One-Pager 2.4.19.pdf
123K

April 10, 2019

Gmail Aleksandra Baran <aleks@aleksbaran.com>

MHMP Project Team Meeting

Randy Unger <randyunger2012@hotmail.com> Wed, Apr 10, 2019 at 8:35 PM
 To: Linda Tsubaki <ltsubaki@cloud.com>, Force Tolar <GFTolar@gmail.com>, TAMARA CHAPMAN <tammy@tamarackmgt.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>, Aleksandra Baran <aleks@aleksbaran.com>
 Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>

All:

Looks like the most of us are still available this Friday PM (sorry, Alex-hopefully Tamara can back brief you). Purpose of the meeting is to determine a due date for data gathering (and gently enforce it) and to discuss the most efficient POC to POC engagement.

thanks,
 Randy

MHMP Team Meeting
 Fri, Apr 12, 2019 1:30 PM - 2:00 PM PDT

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April 19, 2019

Gmail Aleksandra Baran <aleks@aleksbaran.com>

Kitsap County Hazard Identification and Vulnerability Assessment (HIVA) Request for Information

Randy Unger <randyunger2012@hotmail.com> Fri, Apr 19, 2019 at 1:43 PM
 To: "bob@xpod.org" <bob@xpod.org>, "amckinnon@co.kitsap.wa.us" <amckinnon@co.kitsap.wa.us>, Jessica Guidry <Jessica.Guidry@kitsapublichealth.org>, "hshockley@co.kitsap.wa.us" <hshockley@co.kitsap.wa.us>, "mikep@kitsaptransit.com" <mikep@kitsaptransit.com>, "molson@kschools.org" <molson@kschools.org>, "JoelV@kschools.org" <JoelV@kschools.org>, "johnson@kschools.org" <johnson@kschools.org>, "karen.beavers@bremertonschools.org" <karen.beavers@bremertonschools.org>, "ebischoff@bisd303.org" <ebischoff@bisd303.org>, "Annie LaSage" <lasage@bainbridge.wa.gov>, Patrick McGarney <patrick.mgarney@ci.bremerton.wa.us>, "planning@cityofportorchard.us" <planning@cityofportorchard.us>, "koughton@cityofpoulsbo.com" <koughton@cityofpoulsbo.com>, "michael.e.simpkins1@navy.mil" <michael.e.simpkins1@navy.mil>, "swright@skfr.org" <swright@skfr.org>, "axels@portofbremerton.org" <axels@portofbremerton.org>, "jcsres@swd16.org" <jcsres@swd16.org>, "dudley@wsdot.wa.gov" <dudley@wsdot.wa.gov>, "mives@gst.nm.us" <mives@gst.nm.us>, "cmay@sqquamish.nm.us" <cmay@sqquamish.nm.us>, "stephen.finley@redross.org" <stephen.finley@redross.org>, "mary.hobday@pse.com" <mary.hobday@pse.com>, Kol Medina <kmedina@bainbridge.wa.gov>, "jredlemoss@pohweb.org" <jredlemoss@pohweb.org>, "sgorge@kitsap011.org" <sgorge@kitsap011.org>
 Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>, Linda Tsubaki <ltsubaki@cloud.com>, Force Tolar <GFTolar@gmail.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>

Good Day:

As promised at the April 8th HIVA/Multihazard Mitigation Plan Kickoff Meeting, the link to the updatable Request for Information Spreadsheet is:
https://docs.google.com/spreadsheets/d/1FJSPbSmm610kQzG3_POAyOLLHbse_3dl-syH-8GCJc/edit?usp=sharing

If you weren't able to attend the kickoff, I've attached the briefing that explains our overall plan and the mechanics of the spreadsheet. Project Team members from the Kitsap County Emergency Management Assistance Team are assigned to your jurisdiction to assist you:

- Force Tolar, GFTolar@gmail.com, 360-509-3182: City of Poulsbo, Naval Base Kitsap
- Jim Wilson, chiefjim@wavecable.com, (C) 206-799-7282, (H) 253-509-9261: City of Bremerton, County Fire and Rescue Districts
- Linda Tsubaki, ltsubaki@cloud.com, (C) 360-420-4969, (H) 360-550-4288: City of Port Orchard, School and Port Districts
- Randy Unger, randyunger2012@hotmail.com, (C) 253-989-8737, (H) 253-851-3018: City of Bainbridge Island, Water Districts, Nonprofits, WASHDOT, Tribes, Other Jurisdictions

You'll notice in the spreadsheet's "responsible for information collection" we've made some recommendations for offices that may want the opportunity to comment. These are suggestions only, any and all jurisdictions who want to participate in this critical effort are welcome.

In order to meet County, State, and FEMA timelines, input is requested by mid-May.

Best regards,
 Randy Unger, PHM
 Project Manager

 **Kitsap County HIVA Update Stakeholder Presentation 040819.pdf**
 3613K

Gmail Aleksandra Baran <aleks@aleksbaran.com>

Kitsap County Hazard Identification and Vulnerability Assessment (HIVA) Request for Information

Randy Unger <randyunger2012@hotmail.com> Fri, Apr 19, 2019 at 1:43 PM
 To: "bob@xpod.org" <bob@xpod.org>, "amckinnon@co.kitsap.wa.us" <amckinnon@co.kitsap.wa.us>, Jessica Guidry <Jessica.Guidry@kitsapublichealth.org>, "hshockley@co.kitsap.wa.us" <hshockley@co.kitsap.wa.us>, "mikep@kitsaptransit.com" <mikep@kitsaptransit.com>, "molson@kschools.org" <molson@kschools.org>, "JoelV@kschools.org" <JoelV@kschools.org>, "johnson@kschools.org" <johnson@kschools.org>, "karen.beavers@bremertonschools.org" <karen.beavers@bremertonschools.org>, "ebischoff@bisd303.org" <ebischoff@bisd303.org>, "Annie LaSage" <lasage@bainbridge.wa.gov>, Patrick McGarney <patrick.mgarney@ci.bremerton.wa.us>, "planning@cityofportorchard.us" <planning@cityofportorchard.us>, "koughton@cityofpoulsbo.com" <koughton@cityofpoulsbo.com>, "michael.e.simpkins1@navy.mil" <michael.e.simpkins1@navy.mil>, "swright@skfr.org" <swright@skfr.org>, "axels@portofbremerton.org" <axels@portofbremerton.org>, "jcsres@swd16.org" <jcsres@swd16.org>, "dudley@wsdot.wa.gov" <dudley@wsdot.wa.gov>, "mives@gst.nm.us" <mives@gst.nm.us>, "cmay@sqquamish.nm.us" <cmay@sqquamish.nm.us>, "stephen.finley@redross.org" <stephen.finley@redross.org>, "mary.hobday@pse.com" <mary.hobday@pse.com>, Kol Medina <kmedina@bainbridge.wa.gov>, "jredlemoss@pohweb.org" <jredlemoss@pohweb.org>, "sgorge@kitsap011.org" <sgorge@kitsap011.org>
 Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>, Linda Tsubaki <ltsubaki@cloud.com>, Force Tolar <GFTolar@gmail.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>

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- Linda Tsubaki, ltsubaki@cloud.com, (C) 360-420-4969, (H) 360-550-4288: City of Port Orchard, School and Port Districts
- Randy Unger, randyunger2012@hotmail.com, (C) 253-989-8737, (H) 253-851-3018: City of Bainbridge Island, Water Districts, Nonprofits, WASHDOT, Tribes, Other Jurisdictions

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In order to meet County, State, and FEMA timelines, input is requested by mid-May.

Best regards,
 Randy Unger, PHM
 Project Manager

 **Kitsap County HIVA Update Stakeholder Presentation 040819.pdf**
 3613K

May 2, 2019

 Aleksandra Baran <aleks@aleksbaran.com>

MHMP Project Team Meeting, Thursday 02 May

Randy Unger <randyunger2012@hotmail.com>
To: Linda Taubaki <ltsaubaki@cloud.com>, Force Tolar <GFTolar@gmail.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>, TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Aleksandra Baran <aleks@aleksbaran.com>
Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>

Tue, Apr 30, 2019 at 10:11 PM

Randy Unger has shared a OneDrive file with you. To view it, click the link below.

 [Kitsap HIVA 4.30.19 DRAFT v4 1.docx](#)

MHMP Project Team Meeting
Thu, May 2, 2019 12:00 PM - 12:30 PM PDT

Agenda:

1. RFI Progress/Challenges
2. First Look at Draft HIVA (see note from our over the horizon contingent):

Aloha, Randy. In honor of us reaching the end of April, I wanted to share with you our in-progress HIVA draft. Some notes on the draft: We added line numbers to help with the review process; we have a Google sheet that we can use to collect comments on the document. There are also (obviously) still some information gaps that we are working to close. In some cases, these are outstanding RFIs; in others, we are working to track down citations to validate the information that was in earlier versions of the document.

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June 3, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Fw: MHMP Review Spreadsheet

Randy Unger <randyunger2012@hotmail.com>
To: Aleksandra Baran <aleks@tamarackmgmt.com>

Thu, Sep 19, 2019 at 8:10 PM

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Tamara Chapman <tammy@tamarackmgmt.com>
Sent: Monday, June 3, 2019 9:28 AM
To: Randy Unger <randyunger2012@hotmail.com>
Subject: MHMP Review Spreadsheet

Aloha, Randy,

This link will take you to our review of the MHMP. We went ahead and set it up with RFIs. I think that some of the information this time around is best suited to updating through conversations, though, such as the mitigation strategies, both in terms of updating and identifying new information to include.

My recommendation is that we present an overview of the data needs when we convene stakeholders in late June/early July, much like we did with the HIVA.

Let me know if have any issues getting to the Google Sheet.

Enjoy!
Tammy

—
TAMARA R. CHAPMAN
OWNER/FOUNDER
TAMARACK MGMT
MOBILE: 831-238-3480

June 19, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Fw: Fw: HMP Update Grant Kickoff - Follow-Up

Randy Unger <randyunger2012@hotmail.com>
To: Aleksandra Baran <aleks@tamarackmgmt.com>

Wed, Sep 18, 2019 at 6:51 PM

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger <randyunger2012@hotmail.com>
Sent: Wednesday, June 19, 2019 7:24 PM
To: Klire Elizabeth; Randy Unger; Mallev Tom
Cc: Enders, Sue (MIL); Aleksandra Baran (aleks@aleksbaran.com); HMA (MIL); Tamara Chapman (tammy@tamarackmgmt.com); Cook, Tim (MIL)
Subject: Fw: HMP Update Grant Kickoff - Follow-Up

From: Levkowitz, Michael (MIL) <Michael.Levkowitz@mil.wa.gov>
Sent: Wednesday, June 19, 2019 3:23 PM
To: Klire Elizabeth; Randy Unger; Mallev Tom
Cc: Enders, Sue (MIL); Aleksandra Baran (aleks@aleksbaran.com); HMA (MIL); Tamara Chapman (tammy@tamarackmgmt.com); Cook, Tim (MIL)
Subject: HMP Update Grant Kickoff - Follow-Up

Hi All,

Thanks again for making space for our Plan Update Grant Kickoff Meeting back at the end of May! My sincere apologies for the delay in our response – you posed a lot of good questions and it took us a bit more time than anticipated to pull together the suite of responses below.

Following up with more information on a variety of topics we touched on at that May 28th meeting:

- Attached to this email you'll find a few different guidance documents that we've developed here in WA State related to obtaining Extraordinary Circumstances letters. While the decision is ultimately in the hands of our counterparts at FEMA, based on what I know about the situation at hand (delays in the grant award, the impact of the recent tornado on the County, your progress towards the update, etc.), our team definitely wants to work with you. If you think that you meet the required criteria to receive an exceptional circumstances letter, please follow the instructions in the attached guidance and email it to Tim Cook, who I've Cc'd here. Tim will work with you to add any additional information to support the request and get it submitted to FEMA ASAP.
- With regards to the various meetings / progress you made prior to the signature of your grant agreement: The "pre-award" costs refer specifically to any costs that were incurred between the Notice of Funding Opportunity for the PDM award you received in March of 2017 and the "Award Start Date" listed in Box 5 of the Contract Face Sheet (8/14/17). Therefore any activities that took place between 4/1/17 and 8/14/17 would be considered "pre-award" costs. Any costs incurred after 8/14/17 are considered "post-award" costs (which is the category that houses the bulk of your budget), regardless of the actual signature/"execution" date of the contract. The contract signature date is only relevant in that it opens the window for submitting reimbursement paperwork.
 - Please note: Any unused pre-award costs can be moved to post-award budget categories – please just ask if you'd like to move any of those funds to another category.
- Per our discussions about examples of successful grant applications, I've attached a copy of the HMGP application for replacement generators for critical facilities submitted by Pacific County. We are currently waiting on any RFIs (Request For Information) from FEMA on the application, meaning they have not yet reviewed it, but thought it was a well-developed concept and application from our perspective here at the State.
- Regarding the concerns that you expressed about having "too much" in donated contributions and staff hours: You are welcome to submit documentation for any/all match contributions that have been made to this point, regardless of what reimbursable costs you've incurred thus far. However, we'll need you to keep track of any match contributions that are "banked." I recommend that you go work with Sue and submit your first reimbursement request as a "draft" so that she can walk through the process with a tangible example in-hand.
 - You'll also find a copy of our *Reimbursement Package* attached. This spreadsheet shows the forms that we reviewed at our meeting in May – and Sue can walk you through the process of populating and submitting these as you are learning to use them.
 - The first tab in that spreadsheet is the official A-19. This form serves as the summary form showing the total amount requested.
 - The second tab is the *Reimbursement Summary*. This form documents the individual items, vendors, budget category, date, and amount of each individual invoiced item.
 - Finally, the third tab is the *Donated Match Form*. This form is intended to serve as your documentation for any donated hours – for example to help capture the value of the hours stakeholders dedicated to attending the climate change adaptation planning meeting you mentioned. By populating and signing that form, you are attesting that the information is valid and accurate.
 - These forms are meant to build upon one another. Thus, you might pull the totals from a completed match documentation form in as a single line item on the Reimbursement Summary. You might also have line items on that Reimbursement Summary from a receipt from a purchase of supplies, an invoice from a consultant, and staff time hours from the County's EM office. Finally, the total amounts from the Reimbursement Summary sheet (total invoice, federal share, and local share) would all be used to populate the A-19.
- I've conferred with my supervisor and confirmed that we're happy to provide you with a letter of support for the new position you mentioned. Can you provide me with a short blurb about the position? A very brief description, position title, basic rationale for hiring in your own words would suffice. I'll use that info to draft up something appropriate and send that your way ASAP.
- We also touched on the difference between developing separate annexes as opposed to having participating entities. I believe I characterized things this way at the meeting as well, but in short: We typically recommend that entities participate as annexes only if there is an interest in applying directly to the State for HMGP or PDM grant programs, and the capacity to develop and submit an application and manage a grant.
- Per a request from Lis, here is a link for FEMA's Benefit Cost Toolkit 5.3: <https://www.fema.gov/media-library/assets/documents/128334>.
- Per the terms of your contract, we need to notify you in writing that Derrick Hiebert is no longer the Mitigation Strategist with Emergency Management Division – I now fill that role, and Sue Enders is your alternate contact with our office. This information refers to information contained within Box 7 of your contract face sheet and attachment 1 (page 2) of the contract. You do not need to take any action in response to this notification.

I realized there is a lot in this email. It might not look like it, but we really did try to pare this down as much as possible...but here we are anyway.

PLEASE feel free to reach out to either Sue or me with any questions or concerns!

Best,

Michael Levkowitz
Mitigation Strategist
Washington Emergency Management Division
Office: (253) 512-7467 | Mobile: (253) 370-5432
Michael.Levkowitz@mil.wa.gov | www.mil.wa.gov

July 7, 2019

From: Randy Unger
Sent: Sunday, July 7, 2019 8:17 PM
To: steohen.finlev@redcross.org; Anne LeSage; ebischoff@bisd303.org; karen.beyers@bremertonschools.org; Wisecup, Jamye; achastain@co.clallam.wa.us; seorge@kitsap911.org; JoeV@ckschools.org; jacobhausdorf@catholichealth.net; Anne LeSage; Patrick McGanney; planning@cityofportorchard.us; tboughton@cityofpoulsbo.com; Mark; Mike Pleasants; robert.e.huobard@navy.mil; Bence, Willie; help@kitsap1.com; amckinnon@co.kitsap.wa.us; hshockley@co.kitsap.wa.us; Jessica Guidry; bob@kpod.org; pcampbell@co.kitsap.wa.us; mikep@kitsaptransit.com; amy.anderson@kitsappublichealth.org; jessica.guidry@kistappublichealth.org; michael.e.simpkins2@army.mil; molson@nkschools.com; ilkreidlermoss@pchsweb.org; axels@portofbremerton.org; mives@pgst.nsn.us; daniel.shinners@navy.mil; chad.delaney@navy.mil; russel.j.blackstock@navy.mil; matthew.r.miller@navy.mil; mary.hobday@pse.com; daniel.paguette@teamrubiconusa.org; johnsond@skschools.org; cmav@suquamish.nsn.us; michael.e.simpkins1@navy.mil; dudlevl@wsdot.wa.gov; swright@skfr.org; Screws, Jeannie; kmedina@kitsapfoundation.org; Kol Medina; Milenka Hawkins-Bates; Thomas Knuckey
Cc: Elizabeth Klute; Linda Tsubaki; Force Tolar; chiefjim@wavecable.com
Subject: July 10 Stakeholder Steering Committee Read-Ahead Documents

All:

As promised, here are the background documents for Wednesday. The HIVA draft reflects inputs received by close of business Friday. Please don't hesitate to contact me with any questions.

best regards,

Randy L. Unger, PMP
Kitsap County Department of Emergency Management
randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

July 9, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

MHMP Project Team Monthly, Tuesday July 9, 2019 11:00 AM - 11:30 AM PDT

Randy Unger <randyunger2012@hotmail.com>
To: Linda Taubaki <ltsubaki@cloud.com>, Force Tolar <GFTolar@gmail.com>, chiefjim@wavecable.com <chiefjim@wavecable.com>, TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Aleksandra Baran <aleks@tamarackmgmt.com>
Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>, Dave Rasmussen <drasmuss@co.kitsap.wa.us>

Tue, Jul 2, 2019 at 6:28 PM

Gallant Colleagues:

Main purpose this time is to make sure our ducks are in a row for the Stakeholder Meeting.

best regards,

Randy

MHMP Project Team Monthly
Tue, Jul 9, 2019 11:00 AM - 11:30 AM PDT

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randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

July 10, 2019

 Aleksandra Baran <aleks@tamrackmgmt.com>

Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee, Wed, Jul 10, 2019 10:00 AM - 11:30 AM PDT
3 messages

Randy Unger <randyunger2012@hotmail.com> Tue, Jul 2, 2019 at 7:59 PM
To: 'stephen.finley@redcross.org'; 'stephen.finley@redcross.org'; Anne LeSage <alesage@bainbridgewa.gov>; 'ebischoff@bsd303.org'; 'ebischoff@bsd303.org'; 'karen.bevers@bremertonschools.org'; 'karen.bevers@bremertonschools.org'; 'Wiscup, Jamey' <wiscup@co.dallam.wa.us>; 'achastain@co.dallam.wa.us'; 'achastain@co.dallam.wa.us'; 'sgeorge@kitsap911.org'; 'sgeorge@kitsap911.org'; 'joeV@ckschools.org'; 'joeV@ckschools.org'; 'jacobhausdorff@catholichealth.net'; 'jacobhausdorff@catholichealth.net'; Patrick McGanney <patrick.mcganney@ci.bremerton.wa.us>; 'planning@cityofportorchard.us'; 'kboughton@cityofpoulsbo.com'; 'Mark.M.Pleasant@ci.bremerton.wa.us'; 'planning@cityofportorchard.us'; 'robert.e.hubbard@navy.mil'; 'Bence, Willie' <wbence@co.kitsap1.com>; 'help@kitsap1.com'; 'amckinnon@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'Jessica Guiry' <jessica.guiry@kistappublichealth.org>; 'bob@cloud.org'; 'bob@cloud.org'; 'jamie@ci.kitsap.wa.us'; 'mike@kistapransit.com'; 'amy.anderson@kistappublichealth.org'; 'amy.anderson@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'michael.e.simpkins2@armymil'; 'michael.e.simpkins2@armymil'; 'molsom@nkschools.com'; 'molsom@nkschools.com'; 'jkreidermoss@pchsweb.org'; 'jkreidermoss@pchsweb.org'; 'nives@gst.nm.us'; 'daniel.shimmers@navy.mil'; 'daniel.shimmers@navy.mil'; 'chad.delaney@navy.mil'; 'russell.j.blackstock@navy.mil'; 'matthew.r.miler@navy.mil'; 'mary.hobday@psa.com'; 'mary.hobday@psa.com'; 'daniel.paqueite@teamrubiconusa.org'; 'daniel.paqueite@teamrubiconusa.org'; 'johnson@nkschools.org'; 'cmay@suquamish.nm.us'; 'cmay@suquamish.nm.us'; 'michael.e.simpkins1@navy.mil'; 'michael.e.simpkins1@navy.mil'; 'dudley@wsdot.wa.gov'; 'swright@skfr.org'; 'swright@skfr.org'; 'Screws, Jeanie' <jmscrews@swd16.org>; 'kmedina@kistapfoundation.org'; 'kmedina@kistapfoundation.org'; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; 'C.E.Elizabeth.Klute' <eklute@co.kitsap.wa.us>; 'Linda.Tsubaki' <ltsubaki@cloud.com>; 'Force.Tolar' <GTolar@gmail.com>; 'chiefjm@wavecable.com'; 'chiefjm@wavecable.com'; Tom Malley <tmalley@co.kitsap.wa.us>; TAMARA CHAPMAN <tammy@tamrackmgmt.com>; Aleksandra Baran <aleks@tamrackmgmt.com>; Dave Rasmussen <dvrasmus@co.kitsap.wa.us>

Good Day:

Thank you again for your continuing participation in the MHMP Project. During July 10th's virtual meeting, the project team will--

- Present the new County Hazard Identification and Risk Assessment (we'll continue to incorporate new input as received);
- Discuss the way forward as we draft the MHMP; and
- Discuss our Community Engagement strategy.

Background materials will be sent out shortly.

Your input and guidance is essential to producing a clear and actionable MHMP.

Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee
Wed, Jul 10, 2019 10:00 AM - 11:30 AM PDT

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best regards,

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

Randy Unger <randyunger2012@hotmail.com> Wed, Sep 18, 2019 at 6:46 PM
To: Aleksandra Baran <aleks@tamrackmgmt.com>

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger <randyunger2012@hotmail.com>
Sent: Wednesday, July 10, 2019 7:56 AM
To: Rhoads, Jason L <JRrhoads@nkschools.org>
Subject: Fw: Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee, Wed, Jul 10, 2019 10:00 AM - 11:30 AM PDT

Mr. Rhoads:

I am very, very sorry that you did not receive this in a timely manner. I emailed Mr. Molsom in error. Today's meeting will be recorded, and I am also attaching the slide deck we will be using.

best regards,

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger
Sent: Tuesday, July 2, 2019 4:59 PM
To: 'stephen.finley@redcross.org'; Anne LeSage <alesage@bainbridgewa.gov>; 'ebischoff@bsd303.org'; 'ebischoff@bsd303.org'; 'karen.bevers@bremertonschools.org'; 'karen.bevers@bremertonschools.org'; 'Wiscup, Jamey' <wiscup@co.dallam.wa.us>; 'achastain@co.dallam.wa.us'; 'achastain@co.dallam.wa.us'; 'sgeorge@kitsap911.org'; 'sgeorge@kitsap911.org'; 'joeV@ckschools.org'; 'joeV@ckschools.org'; 'jacobhausdorff@catholichealth.net'; 'jacobhausdorff@catholichealth.net'; Anne LeSage <alesage@bainbridgewa.gov>; Patrick McGanney <patrick.mcganney@ci.bremerton.wa.us>; 'planning@cityofportorchard.us'; 'kboughton@cityofpoulsbo.com'; 'Mark.M.Pleasant@ci.bremerton.wa.us'; 'planning@cityofportorchard.us'; 'robert.e.hubbard@navy.mil'; 'Bence, Willie' <wbence@co.kitsap1.com>; 'help@kitsap1.com'; 'amckinnon@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'Jessica Guiry' <jessica.guiry@kistappublichealth.org>; 'bob@cloud.org'; 'bob@cloud.org'; 'jamie@ci.kitsap.wa.us'; 'mike@kistapransit.com'; 'amy.anderson@kistappublichealth.org'; 'amy.anderson@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'michael.e.simpkins2@armymil'; 'michael.e.simpkins2@armymil'; 'molsom@nkschools.com'; 'molsom@nkschools.com'; 'jkreidermoss@pchsweb.org'; 'jkreidermoss@pchsweb.org'; 'nives@gst.nm.us'; 'daniel.shimmers@navy.mil'; 'daniel.shimmers@navy.mil'; 'chad.delaney@navy.mil'; 'russell.j.blackstock@navy.mil'; 'matthew.r.miler@navy.mil'; 'mary.hobday@psa.com'; 'mary.hobday@psa.com'; 'daniel.paqueite@teamrubiconusa.org'; 'daniel.paqueite@teamrubiconusa.org'; 'johnson@nkschools.org'; 'cmay@suquamish.nm.us'; 'cmay@suquamish.nm.us'; 'michael.e.simpkins1@navy.mil'; 'michael.e.simpkins1@navy.mil'; 'dudley@wsdot.wa.gov'; 'swright@skfr.org'; 'swright@skfr.org'; 'Screws, Jeanie' <jmscrews@swd16.org>; 'kmedina@kistapfoundation.org'; 'kmedina@kistapfoundation.org'; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; 'C.E.Elizabeth.Klute' <eklute@co.kitsap.wa.us>; 'Linda.Tsubaki' <ltsubaki@cloud.com>; 'Force.Tolar' <GTolar@gmail.com>; 'chiefjm@wavecable.com'; 'chiefjm@wavecable.com'; Tom Malley <tmalley@co.kitsap.wa.us>; TAMARA CHAPMAN <tammy@tamrackmgmt.com>; Aleksandra Baran <aleks@tamrackmgmt.com>; Dave Rasmussen <dvrasmus@co.kitsap.wa.us>

Subject: Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee, Wed, Jul 10, 2019 10:00 AM - 11:30 AM PDT

[Quoted text hidden]

Randy Unger <randyunger2012@hotmail.com> Wed, Sep 18, 2019 at 6:46 PM
To: Aleksandra Baran <aleks@tamrackmgmt.com>

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger
Sent: Tuesday, July 2, 2019 4:59 PM
To: 'stephen.finley@redcross.org'; 'stephen.finley@redcross.org'; Anne LeSage <alesage@bainbridgewa.gov>; 'ebischoff@bsd303.org'; 'ebischoff@bsd303.org'; 'karen.bevers@bremertonschools.org'; 'karen.bevers@bremertonschools.org'; 'Wiscup, Jamey' <wiscup@co.dallam.wa.us>; 'achastain@co.dallam.wa.us'; 'achastain@co.dallam.wa.us'; 'sgeorge@kitsap911.org'; 'sgeorge@kitsap911.org'; 'joeV@ckschools.org'; 'joeV@ckschools.org'; 'jacobhausdorff@catholichealth.net'; 'jacobhausdorff@catholichealth.net'; Anne LeSage <alesage@bainbridgewa.gov>; Patrick McGanney <patrick.mcganney@ci.bremerton.wa.us>; 'planning@cityofportorchard.us'; 'kboughton@cityofpoulsbo.com'; 'Mark.M.Pleasant@ci.bremerton.wa.us'; 'planning@cityofportorchard.us'; 'robert.e.hubbard@navy.mil'; 'Bence, Willie' <wbence@co.kitsap1.com>; 'help@kitsap1.com'; 'amckinnon@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'hshockley@co.kitsap.wa.us'; 'Jessica Guiry' <jessica.guiry@kistappublichealth.org>; 'bob@cloud.org'; 'bob@cloud.org'; 'jamie@ci.kitsap.wa.us'; 'mike@kistapransit.com'; 'amy.anderson@kistappublichealth.org'; 'amy.anderson@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'jessica.guiry@kistappublichealth.org'; 'michael.e.simpkins2@armymil'; 'michael.e.simpkins2@armymil'; 'molsom@nkschools.com'; 'molsom@nkschools.com'; 'jkreidermoss@pchsweb.org'; 'jkreidermoss@pchsweb.org'; 'nives@gst.nm.us'; 'daniel.shimmers@navy.mil'; 'daniel.shimmers@navy.mil'; 'chad.delaney@navy.mil'; 'russell.j.blackstock@navy.mil'; 'matthew.r.miler@navy.mil'; 'mary.hobday@psa.com'; 'mary.hobday@psa.com'; 'daniel.paqueite@teamrubiconusa.org'; 'daniel.paqueite@teamrubiconusa.org'; 'johnson@nkschools.org'; 'cmay@suquamish.nm.us'; 'cmay@suquamish.nm.us'; 'michael.e.simpkins1@navy.mil'; 'michael.e.simpkins1@navy.mil'; 'dudley@wsdot.wa.gov'; 'swright@skfr.org'; 'swright@skfr.org'; 'Screws, Jeanie' <jmscrews@swd16.org>; 'kmedina@kistapfoundation.org'; 'kmedina@kistapfoundation.org'; Thomas Knuckey <Thomas.Knuckey@ci.bremerton.wa.us>; 'C.E.Elizabeth.Klute' <eklute@co.kitsap.wa.us>; 'Linda.Tsubaki' <ltsubaki@cloud.com>; 'Force.Tolar' <GTolar@gmail.com>; 'chiefjm@wavecable.com'; 'chiefjm@wavecable.com'; Tom Malley <tmalley@co.kitsap.wa.us>; TAMARA CHAPMAN <tammy@tamrackmgmt.com>; Aleksandra Baran <aleks@tamrackmgmt.com>; Dave Rasmussen <dvrasmus@co.kitsap.wa.us>

Subject: Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee, Wed, Jul 10, 2019 10:00 AM - 11:30 AM PDT

[Quoted text hidden]



Wednesday 10 July MHMP Stakeholder/Steering Committee Key Takeaways

Randy Unger <randyunger2012@hotmail.com> To: 'bob@vwd.org' <bob@vwd.org>, 'help@kitsap1.com' <help@kitsap1.com>, 'jessica.guidry@kitsappublichealth.org' <jessica.guidry@kitsappublichealth.org>, 'hshockley@co.kitsap.wa.us' <hshockley@co.kitsap.wa.us>, 'mikep@kitsaptransit.com' <mikep@kitsaptransit.com>, 'fjhoada@kitsapschools.org' <fjhoada@kitsapschools.org>, 'JoeV@kcschools.org' <JoeV@kcschools.org>, 'johnsond@kcschools.org' <johnsond@kcschools.org>, 'karen.beavers@bramertonschools.org' <karen.beavers@bramertonschools.org>, 'ebischoff@bisd303.org' <ebischoff@bisd303.org>, Anne LeSage <alesage@bambridgewa.gov>, Patrick McCanney <patrick.mccanney@cl.bremerton.wa.us>, 'planning@cityofportorchard.us' <planning@cityofportorchard.us>, 'kboughton@cityofpoulsbo.com' <kboughton@cityofpoulsbo.com>, 'michael.e.simpkins@navy.mil' <michael.e.simpkins@navy.mil>, 'swright@sfir.org' <swright@sfir.org>, 'axels@portobremerton.org' <axels@portobremerton.org>, 'jstora@swd18.org' <jstora@swd18.org>, 'judley@wsdot.wa.gov' <judley@wsdot.wa.gov>, 'mives@pgst.nsn.us' <mives@pgst.nsn.us>, 'cmay@suquamish.nsn.us' <cmay@suquamish.nsn.us>, 'stephen.finley@redcross.org' <stephen.finley@redcross.org>, 'mary.hobday@pse.com' <mary.hobday@pse.com>, Kol Medina <kmedina@bambridgewa.gov>, 'kredleirosa@pchweb.org' <kredleirosa@pchweb.org> Cc: Flora Tolar <FTTolar@gmail.com>, 'chiefjm@wavecable.com' <chiefjm@wavecable.com>, Linda Tsubaki <ltsubaki@cloud.com>, Aleksandra Baran <aleks@tamarrackmgmt.com>, TAMARA CHAPMAN <tammy@tamarrackmgmt.com>, Elizabeth Klute <eklute@co.kitsap.wa.us>

Randy Unger has shared a OneDrive file with you. To view it, click the link below.

2019-07-10 10:04 Kitsap County Multihazard Mitigation Plan Stakeholder Steering Committee.mp4

Thank you for your continued support. I've attached a link to the recording of the meeting. The key takeaways as I see them (feel free to correct/comment):

- The HIVA is considered "done," and while you can access the RFI spreadsheet, you won't be able to add to it. We still want all your input, which you can add to the MHMP RFI spreadsheet or send it right to me, as you feel appropriate.
- Our focus now is on updating the existing MHMP, via an RFI spreadsheet that looks and works like the one you did for the HIVA. That will be sent out this weekend, after I complete the modifications you requested—changing the assignments from the generic "stakeholders" to specific jurisdictions, as best as we can figure that out. Won't be perfect.
- As part of our effort to quantify the relative hazards to Kitsap as you see them, we've sent out a questionnaire and have received back only three responses. I'm enclosing the link below, and I swear it is painless.
- We will be meeting monthly for the rest of the year. The next gathering is August 14th at 10:00.

Subject: Kitsap County 2019 HIVA Update Risk Survey

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Kitsap County 2019 HIVA Update Risk Survey

Assessing risk is both a quantitative and qualitative process. This survey was made to gather input from stakeholders regarding their perception of the various natural and human-made hazards that may affect Kitsap County, its population, economy, built environment, and natural environment. Please rate each hazard and its effect on the county on a scale of 1-10, with 1-3 meaning "Low Impact," 4-7 meaning "Medium or Moderate Impact," and 8-10 meaning "High Impact."

Email address *

Please provide your last and first name: *

Which agency do you represent? *

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Thanks again for all your efforts on behalf of all the folks in Kitsap.

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

July 31, 2019 (Email to Washington State Department of Emergency Management for Quick Review)

Fw: Kitsap County MHMP Progress Inbox x Print Share

 **Randy Unger**
to me ▾ Wed, Sep 18, 6:45 PM (7 days ago) Star Reply More

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

From: Randy Unger
Sent: Wednesday, July 31, 2019 5:49 PM
To: Levkowitz, Michael (MIL) <Michael.Levkowitz@mil.wa.gov>; Enders, Sue (MIL) <sue.enders@mil.wa.gov>
Subject: Kitsap County MHMP Progress

Gallant Colleagues:

I've attached the slide deck for our recent MHMP Stakeholder Steering Committee meeting if you would like to see where we are at. Additionally, the HIVA draft represents the 95% solution and we will continue to tweak it as needed.

best regards,

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

August 11, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Project Team Meeting Agenda

Randy Unger <randyunger2012@hotmail.com>
To: TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Aleksandra Baran <aleks@tamarackmgmt.com>, Linda Tsubaki <ltsubaki@icloud.com>, Foroe Tolar <GFTolar@gmail.com>, "chiefjm@wavecable.com" <chiefjm@wavecable.com>
CC: Elizabeth Klute <eklute@co.kitsap.wa.us>
Mon, Aug 12, 2019 at 9:30 AM

- Stakeholder Survey replies
- RFI response, transition to MHMP Draft Comments
- Outreach
- Town halls: when, venues, contracts, rents
- Questions on Stakeholder Steering Committee Presentation
- General evil deeds
- Anything else that comes to mind

Many thanks for all your hard work,

Randy L. Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

August 14, 2019

MHMP Stakeholder Steering Committee Inbox x Kitsap County x

Randy Unger <randyunger2012@hotmail.com>
to Elizabeth, TAMARA, Force, chiefjim@wavecable.com, me, Linda

Mon, Aug 12, 7:19 PM

MHMP Stakeholder Steering Committee
[View on Google Calendar](#)

When Wed Aug 14, 2019 1pm – 2:30pm (EDT)

Who Force Tolar, Elizabeth Klute, Linda Tsubaki, TAMARA CHAPMAN, chiefjim@wavecable.com...

Agenda
Wed Aug 14, 2019

1pm [Hold for Kitsap stakeholder call](#)

1pm **MHMP Stakeholder Steering Committee**

No later events

MHMP Stakeholder Steering Committee
Wed, Aug 14, 2019 10:00 AM - 11:30 AM PDT

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August 16, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

Multi Hazard Mitigation Plan Update - Critical Path

Elizabeth Klute <eklute@co.kitsap.wa.us> Fri, Aug 16, 2019 at 12:41 AM
To: "stephen.finley@redcross.org" <stephen.finley@redcross.org>, "ebischoff@bisd303.org" <ebischoff@bisd303.org>, Karen Bevers <karen.bevers@bremertonschools.org>, "JoeV@ckschools.org" <JoeV@ckschools.org>, "jacobhausdorff@catholichealth.net" <jacobhausdorff@catholichealth.net>, Anne LeSage <alesage@bainbridgewa.gov>, Patrick McGanney <patrick.mcganney@ci.bremerton.wa.us>, "planning@cityofportorchard.us" <planning@cityofportorchard.us>, "kboughton@cityofpoulsbo.com" <kboughton@cityofpoulsbo.com>, "mdorsey@cityofportorchard.us" <mdorsey@cityofportorchard.us>, Mike Pleasants <mpleasants@cityofportorchard.us>, "robert.e.hubbard@navy.mil" <robert.e.hubbard@navy.mil>, Kitsap1 <kitsap1@co.kitsap.wa.us>, Alexis McKinnon <amckinno@co.kitsap.wa.us>, "shockley@co.kitsap.wa.us" <shockley@co.kitsap.wa.us>, "amy.anderson@kitsappublichealth.org" <amy.anderson@kitsappublichealth.org>, "bob@cpud.org" <bob@cpud.org>, Pat Campbell <PCampbell@co.kitsap.wa.us>, "mikep@kitsaptransit.com" <mikep@kitsaptransit.com>, "jessica.guidry@kitsappublichealth.org" <jessica.guidry@kitsappublichealth.org>, "michael.e.simpkins2@army.mil" <michael.e.simpkins2@army.mil>, Jason Rhoads <jrhoads@nkschools.org>, "Jennifer.L.Kreidler-Moss" <jlkreidler@pchsweb.org>, "axels@portofbremerton.org" <axels@portofbremerton.org>, "mives@pgst.nsn.us" <mives@pgst.nsn.us>, "daniel.shinners@navy.mil" <daniel.shinners@navy.mil>, "chad.delaney@navy.mil" <chad.delaney@navy.mil>, "russel.j.blackstock@navy.mil" <russel.j.blackstock@navy.mil>, "matthew.r.miller@navy.mil" <matthew.r.miller@navy.mil>, Mary Hobday <mary.hobday@pse.com>, "daniel.paquette@teamrubiconusa.org" <daniel.paquette@teamrubiconusa.org>, "johnsond@skschools.org" <johnsond@skschools.org>, "cmay@suquamish.nsn.us" <cmay@suquamish.nsn.us>, "michael.e.simpkins1@navy.mil" <michael.e.simpkins1@navy.mil>, "dudley@wsdot.wa.gov" <dudley@wsdot.wa.gov>, "swright@skfr.org" <swright@skfr.org>, "Screws, Jeannie" <jscrews@swd16.org>, Doug Bear <Dbear@co.kitsap.wa.us>, Jacques Dean <Jdean@co.kitsap.wa.us>, David Tucker <DTucker@co.kitsap.wa.us>, Jeff Rimack <JRimack@co.kitsap.wa.us>
Cc: TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Michele Moen <MMoen@co.kitsap.wa.us>, Linda Tsubaki <ltsubaki@me.com>, Tom Malley <tmalley@co.kitsap.wa.us>, Dave Rasmussen <drasmuss@co.kitsap.wa.us>, Force Tolar <gtolar@gmail.com>, Elizabeth Klute <eklute@co.kitsap.wa.us>, Jim Wilson <chiefjim@wavecable.com>, Aleksandra Baran <aleks@tamarackmgmt.com>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

On behalf of the Multi Hazard Mitigation Plan update team; Hello Stakeholder Steering Committee,

Due to security filters it may be many of you have not been receiving emails from the project team who do not have Kitsap County email addresses which we were notified of today!

As you know, we were already running on a very short timeline to update the Kitsap County Multi-Hazard Mitigation Plan (MHMP).

Completion of this update and subsequent approval of the document by our State partners is critical so the County can initiate and fund important mitigation strategies to mitigate against hazards and disasters that may affect our community in many ways. Kitsap County and your cities will not be able to apply for Stafford Act, Hazard Mitigation Grant Program, or Pre Disaster Mitigation Grants if an updated Multi-Hazard Mitigation Plan is not completed by the end of this year.

To do this, we need to complete the draft for State Emergency Management and FEMA review by the end of September! We are dependent on each other to qualify for these funding opportunities, it is an all or none proposition.

The focus of yesterday's Stakeholder Steering Committee Meeting was to review and update the County-wide and City-specific mitigation strategies, the most critical part of the MHMP, as a group. It is important to remember that the MHMP helps your agency, organization, and community receive funding for identified mitigation needs.

Due to the low number of participants who attended the meeting, we were not able to review and capture that needed information. **Keeping our short timeline in mind, we ask you to please review the first draft of the MHMP and focus on updating the status of mitigation strategies or identifying new ones by AUGUST 20th. If we do not receive feedback regarding mitigation strategies from the previous MHMP, they will be automatically removed.**

Your input and feedback are extremely important regarding the completion of this document. If you received this email and do not think you are the right individual to complete the review, please let us know as soon as possible so we can get the document into the right hands.

Per FEMA mitigation requirements, we have to allow the public the opportunity to provide feedback on the document. **This MHMP will be shared online with the public on AUGUST 21st** via the KCDEM website as well as in person at the Kitsap County Stampede and Fair. We need stakeholder input by **AUGUST 20th** in order to implement all stakeholder feedback before sharing with the public.

HOW TO REVIEW AND UPDATE THE MHMP:

- If you are a stakeholder from BAINBRIDGE ISLAND, BREMERTON, PORT ORCHARD, or POULSBO, we ask that you please review and update your City-specific chapter to the MHMP.**
 - Download your City-specific chapter to review in Microsoft Word
 - BAINBRIDGE ISLAND (Updates Completed)
 - BREMERTON
 - PORT ORCHARD
 - POULSBO
 - Provide feedback via:
 - Tracked changes in Microsoft Word, OR
 - Download and use the [Excel Comment Tracker](#)
- The rest of the Stakeholder Steering Committee should review and update the MHMP Base Plan document (focusing on mitigation strategies).**
 - Download the PDF of the MHMP Base Plan
 - Provide feedback by downloading and using the [Excel Comment Tracker](#).

ALL of these documents are available for DOWNLOAD at https://drive.google.com/open?id=1C81orCm6Frwz_NeX8L7ep2aeZIEy9M3Z

We thank you for your participation in this process. **We kindly ask that you please complete your review and feedback by AUGUST 20th or as soon as possible so we are able to share a completed document with the public.**

Please reach out with any questions or we can walk through the applicable elements with you if that would expedite. We apologise but were not aware of the spam and security filters blocking our documents preciously.

Thank you!

Kitsap County Multi Hazard Mitigation Plan Update Team

Sincerely,

Elizabeth Klute, CEM® | Director

Kitsap County Department of Emergency Management
O: 360.307.5871 | C: 360.204.6705

August 26, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

MHMP Town Hall Material

Randy Unger <randyunger2012@hotmail.com> Mon, Aug 26, 2019 at 12:31 PM
 To: "stephen.finley@redcross.org" <stephen.finley@redcross.org>, "ebischoff@bsd303.org" <ebischoff@bsd303.org>, "karen.beyers@bremertonschools.org" <karen.beyers@bremertonschools.org>, Stephanie George <sgeorge@kitsap011.org>, "JoeV@ckschools.org" <JoeV@ckschools.org>, "jacobhausdorff@catholichealth.net" <jacobhausdorff@catholichealth.net>, Anne LeSage <alesage@bambridgega.gov>, Patrick McGanney <patrick.moganney@ci.bremerton.wa.us>, "planning@cityofportorcharad.us" <planning@cityofportorcharad.us>, "boughton@cityofpoulsbo.com" <boughton@cityofpoulsbo.com>, "mndorsey@cityofportorcharad.us" <mndorsey@cityofportorcharad.us>, Mike Pleasant <mpleasant@cityofportorcharad.us>, "robert.e.hubbard@navy.mil" <robert.e.hubbard@navy.mil>, "Benca, Willie" <wbenca@co.jefferson.wa.us>, Kol Medina <kmedina@bambridgega.gov>, "help@kitsap1.com" <help@kitsap1.com>, "amckinnon@co.kitsap.wa.us" <amckinnon@co.kitsap.wa.us>, "shockley@co.kitsap.wa.us" <shockley@co.kitsap.wa.us>, "amy.anderson@kitsapublichealth.org" <amy.anderson@kitsapublichealth.org>, "bob@kpud.org" <bob@kpud.org>, "pcampbell@co.kitsap.wa.us" <pcampbell@co.kitsap.wa.us>, "mikep@kitsaptransit.com" <mikep@kitsaptransit.com>, Jessica Guidry <jessica.guidry@kitsapublichealth.org>, "michael.e.simpkins@army.mil" <michael.e.simpkins@army.mil>, "rhoads,jason.l." <rhoads@ckschools.org>, "Jennifer L. Kreider-Moast" <jkreidermoast@chaweb.org>, "avis@portofremerton.org" <avis@portofremerton.org>, "mives@ggast.nh.us" <mives@ggast.nh.us>, "daniel.shinners@navy.mil" <daniel.shinners@navy.mil>, "chad.delaney@navy.mil" <chad.delaney@navy.mil>, "russel.j.blackstock@navy.mil" <russel.j.blackstock@navy.mil>, "matthew.r.miller@navy.mil" <matthew.r.miller@navy.mil>, "Mary Hobday" <mary.hobday@psd.com>, "daniel.paqueete@learnrubiconusa.org" <daniel.paqueete@learnrubiconusa.org>, "johnson@ckschools.org" <johnson@ckschools.org>, "cmay@suquamish.nh.us" <cmay@suquamish.nh.us>, "michael.e.simpkins@navy.mil" <michael.e.simpkins@navy.mil>, "cudley@wsdot.wa.gov" <cudley@wsdot.wa.gov>, "sawright@air.org" <sawright@air.org>, "Stevens, Jeanne" <jstevens@awd15.org>
 Cc: Elizabeth Klute <eklute@co.kitsap.wa.us>, Dave Rasmussen <dvrasmuss@co.kitsap.wa.us>, TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Aleksandra Baran <aleks@tamarackmgmt.com>, Force Tolar <GFTolar@gmail.com>, Linda Tsubaki <tsubaki@icloud.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>

All:

The plan for the town halls are to start with the attached PowerPoint, which walks through the Hazard Mitigation background, specific KC hazards, and how the planning process works. If you attended the HIVA/MHMP Kickoff Meeting at KCDEM in April, the slides will be familiar. Questions and comments will be encouraged and captured during the presentation and at the end of the meeting.

best regards,

Randy L Unger, PMP
 Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
 253-851-3018
 c: 253-988-8737

 Kitsap County MHMP Update Engagement PPT 8.7.19.pptx
 804KB

August 30, 2019

 Aleksandra Baran <aleks@tamarackmgmt.com>

MHMP Town Halls Update

Randy Unger <randyunger2012@hotmail.com> Fri, Aug 30, 2019 at 3:37 PM
 To: Elizabeth Klute <eklute@co.kitsap.wa.us>, TAMARA CHAPMAN <tammy@tamarackmgmt.com>, Aleksandra Baran <aleks@tamarackmgmt.com>, "chiefjim@wavecable.com" <chiefjim@wavecable.com>
 Cc: Linda Tsubaki <tsubaki@icloud.com>, Force Tolar <GFTolar@gmail.com>, Dave Rasmussen <dvrasmuss@co.kitsap.wa.us>

Both Town Halls are Scheduled for 6:30 - 9:00 PM

Poulsbo, 3 Sept

- Participating: Us, Randy, Tamara, Aleksandra, Dave Bledsoe (Poulsbo City Staff, required by City after hours)
- AV walkthru with Dave Stenstrom (only support VGA format), 4:00 PM

Port Orchard, 4 Sep

- Participating: Us, Randy, Jim, Tamara, Aleksandra
- AV walkthru with Jason Furs, 3:30 - 4:30

More staff support is welcome.
 Remember us is only available until dusk, when she has to feed critters or turns into a critter, I forget which.
 Aleksandra, so you have all the links and stuff you need to plug into the slide show?

pleasant holiday,

Randy L Unger, PMP
 Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
 253-851-3018
 c: 253-988-8737

September 26

Multihazard Mitigation Plan Stakeholder Steering Committee Inbox x

Randy Unger
to stephen.finley@redcross.org, ebischoff@bisd303.org, Karen, Stephanie, JoeV@ckschools.org, jacobhausdorf@catholichealth.net, Anne, Patrick, planning

Sun, Sep 15, 10:34 PM (10 days ago)

Multihazard Mitigation Plan Stakehold...
From Google Calendar

This invitation is out of date. This event has been **updated**.
[View updated information on Google Calendar](#)

Virtual meeting. Purpose is to introduce the final MHMP and review the approval/adoption process. Full agenda and slides will follow.
Many thanks,
Randy Unger, Project Manager

[invite.ics](#) [Download](#)

Gmail Aleksandra Baran <aleks@tamarackmgmt.com>

Multihazard Mitigation Plan Stakeholder Steering Committee Thu, Sep 26, 2019 10:00 AM - 12:00 PM PDT, Dial-in Info

Randy Unger <randyunger2012@hotmail.com> Fri, Sep 20, 2019 at 1:16 PM

To: "stephen.finley@redcross.org", "stephen.finley@redcross.org", "ebischoff@bisd303.org", "ebischoff@bisd303.org", "karen.bevera@bremertonschools.org", "karen.bevera@bremertonschools.org", "stephanie.george@sage@kitsap011.org", "joev@ckschools.org", "joev@ckschools.org", "jacobhausdorf@catholichealth.net", "jacobhausdorf@catholichealth.net", "Anne LeSage <alesage@bambridgeva.gov>", "Patrick McManney <patrick.mcmanney@ci.bremerton.wa.us>", "planning@cityofportorcharad.us", "planning@cityofportorcharad.us", "kboughton@cityofpoulsbo.com", "kboughton@cityofpoulsbo.com", "mdorsey@cityofportorcharad.us", "mdorsey@cityofportorcharad.us", "Mike Pleasants <mpleasants@cityofportorcharad.us>", "robert.e.hubbard@navy.mil", "robert.e.hubbard@navy.mil", "Benice, Willie <wbenice@co.jefferson.wa.us>", "Kol Medina <kmedina@bambridgeva.gov>", "help@kitsap1.com", "help@kitsap1.com", "amkinnon@co.kitsap.wa.us", "amkinnon@co.kitsap.wa.us", "hshockley@co.kitsap.wa.us", "hshockley@co.kitsap.wa.us", "amy.anderson@kitsappublichealth.org", "amy.anderson@kitsappublichealth.org", "bob@kpod.org", "bob@kpod.org", "pcampbell@co.kitsap.wa.us", "pcampbell@co.kitsap.wa.us", "mikep@kitsaptransit.com", "mikep@kitsaptransit.com", "Jessica Guidry <jessica.guidry@kitsappublichealth.org>", "michael.e.simpkins2@army.mil", "michael.e.simpkins2@army.mil", "Rhoads, Jason L <jrhoads@ckschools.org>", "Jennifer L. Kreidler-Moss <jkreidlermoss@pchsweb.org>", "axels@portofbremerton.org", "axels@portofbremerton.org", "mives@pgst.nh.us", "mives@pgst.nh.us", "daniel.shinners@navy.mil", "daniel.shinners@navy.mil", "chad.delaney@navy.mil", "chad.delaney@navy.mil", "russell.blackstock@navy.mil", "russell.blackstock@navy.mil", "matthew.miller@navy.mil", "matthew.miller@navy.mil", "Mary Hobday <mary.hobday@ose.com>", "daniel.paquette@teamrubiconusa.org", "daniel.paquette@teamrubiconusa.org", "johnson@ckschools.org", "johnson@ckschools.org", "cmay@suquamish.nh.us", "cmay@suquamish.nh.us", "michael.e.simpkins1@navy.mil", "michael.e.simpkins1@navy.mil", "dudley@wsdot.wa.gov", "dudley@wsdot.wa.gov", "swright@skfr.org", "swright@skfr.org", "Sorens, Jeannal <jsorens@swd16.org>", "Elizabeth Klute <eklute@co.kitsap.wa.us>", "Linda Tsubaki <ltsubaki@cloud.com>", "Jan Glarum <jglarum@co.kitsap.wa.us>", "TAMARA CHAPMAN <tammy@tamarackmgmt.com>", "Tsubaki Linda <ltsubaki@me.com>", "Tsubaki Linda <ltsubaki@me.com>", "Force Tolar <GFTolar@gmail.com>", "chiefjim@wavecable.com", "chiefjim@wavecable.com", "Aleksandra Baran <aleks@tamarackmgmt.com>

Agenda will follow.

Thu, Sep 26, 2019 10:00 AM - 12:00 PM PDT

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/401422261>

You can also dial in using your phone.
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Access Code: 401-422-261

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<https://global.gotomeeting.com/install/401422261>

Randy L Unger, PMP
Kitsap County Department of Emergency Management

randyunger2012@hotmail.com
253-851-3018
c: 253-988-8737

Gmail Aleksandra Baran <aleks@tamarackmgmt.com>

Joining Instructions - Multihazard Mitigation Plan Stakeholder Steering Committee

Randy Unger <randyunger2012@hotmail.com> Tue, Sep 24, 2019 at 8:13 PM

To: "stephen.finley@redcross.org", "stephen.finley@redcross.org", "ebischoff@bisd303.org", "ebischoff@bisd303.org", "Stephanie George <sage@kitsap011.org>", "JoeV@ckschools.org", "JoeV@ckschools.org", "jacobhausdorf@catholichealth.net", "jacobhausdorf@catholichealth.net", "Anne LeSage <alesage@bambridgeva.gov>", "Patrick McManney <patrick.mcmanney@ci.bremerton.wa.us>", "planning@cityofportorcharad.us", "planning@cityofportorcharad.us", "kboughton@cityofpoulsbo.com", "kboughton@cityofpoulsbo.com", "mdorsey@cityofportorcharad.us", "mdorsey@cityofportorcharad.us", "Mike Pleasants <mpleasants@cityofportorcharad.us>", "robert.e.hubbard@navy.mil", "robert.e.hubbard@navy.mil", "Benice, Willie <wbenice@co.jefferson.wa.us>", "Kol Medina <kmedina@bambridgeva.gov>", "help@kitsap1.com", "help@kitsap1.com", "amkinnon@co.kitsap.wa.us", "amkinnon@co.kitsap.wa.us", "hshockley@co.kitsap.wa.us", "hshockley@co.kitsap.wa.us", "amy.anderson@kitsappublichealth.org", "amy.anderson@kitsappublichealth.org", "bob@kpod.org", "bob@kpod.org", "pcampbell@co.kitsap.wa.us", "pcampbell@co.kitsap.wa.us", "mikep@kitsaptransit.com", "mikep@kitsaptransit.com", "Jessica Guidry <jessica.guidry@kitsappublichealth.org>", "michael.e.simpkins2@army.mil", "michael.e.simpkins2@army.mil", "Rhoads, Jason L <jrhoads@ckschools.org>", "Jennifer L. Kreidler-Moss <jkreidlermoss@pchsweb.org>", "axels@portofbremerton.org", "axels@portofbremerton.org", "mives@pgst.nh.us", "mives@pgst.nh.us", "daniel.shinners@navy.mil", "daniel.shinners@navy.mil", "chad.delaney@navy.mil", "chad.delaney@navy.mil", "russell.blackstock@navy.mil", "russell.blackstock@navy.mil", "matthew.miller@navy.mil", "matthew.miller@navy.mil", "Mary Hobday <mary.hobday@ose.com>", "daniel.paquette@teamrubiconusa.org", "daniel.paquette@teamrubiconusa.org", "johnson@ckschools.org", "johnson@ckschools.org", "cmay@suquamish.nh.us", "cmay@suquamish.nh.us", "michael.e.simpkins1@navy.mil", "michael.e.simpkins1@navy.mil", "dudley@wsdot.wa.gov", "dudley@wsdot.wa.gov", "swright@skfr.org", "swright@skfr.org", "Sorens, Jeannal <jsorens@swd16.org>", "Elizabeth Klute <eklute@co.kitsap.wa.us>", "Linda Tsubaki <ltsubaki@cloud.com>", "chiefjim@wavecable.com", "chiefjim@wavecable.com", "Aleksandra Baran <aleks@tamarackmgmt.com>", "TAMARA CHAPMAN <tammy@tamarackmgmt.com>", "Linda Tsubaki <ltsubaki@me.com>", "patty.gilase@bremertonschools.org", "patty.gilase@bremertonschools.org", "Alexis McKinnon <amkinnon@co.kitsap.wa.us>", "Fred Salisbury <FredS@portofbremerton.org>

Kitsap County Dept of Emergency Management Administration

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Kitsap County MHMP Stakeholder Steering Committee 9.26.19.pptx
1900K

Public Engagement Records

MHMP Public Informational Flyer



Kitsap County Multi-Hazard Mitigation Plan Update 2019

Put a Bigfoot forward toward Risk Reduction!

The mission of the Kitsap County Department of Emergency Management (KCDEM) is to prepare for, mitigate against, respond to, and recover from any emergency or disaster that affects Kitsap County and its Cities.

In coordination with government, private partners, businesses, non-profit organizations, and the public, KCDEM has been facilitating a review of the Multi-Hazard Mitigation Plan since January 2019.

What is a hazard mitigation plan?

Hazard mitigation planning is the process used by state and local leaders to understand risks from natural hazards and develop long-term strategies to reduce the impacts of disasters on people, property, and the environment of the county.

Why is it important?

- Discusses a key element in emergency management (mitigation against hazards)
- Establishes and maintains eligibility for grant funding
- Facilitates proactive instead of reactive preparedness activities
- Promotes sustainability
- Can set the course for response to and recovery from impacts from natural disasters
- Requires commitment & support from county/local agencies, private partners, and the **entire community**.

Why do we need your input?

Public engagement is an integral part of the hazard mitigation planning process. Your input and feedback help capture important information regarding the perception of hazards and their overall effects on the entire community.



Identification of hazards that may affect Kitsap County

Between January to July 2019, KCDEM and its stakeholders reviewed and updated the Kitsap County Hazard Identification & Vulnerability Assessment (HIVA).

The HIVA examines hazards and vulnerabilities of Kitsap County in order to:

- Allow jurisdictions to take appropriate actions in order to reduce the consequences of potential threats to their communities.
- Summarize the best available hazard information and combine it with discussion of impacts on the County's physical and social environments.
- Inform the Multi-Hazard Mitigation Plan.**

Identified Hazards of Kitsap County

Natural: Droughts Earthquakes Floods Forest & Urban Fires Landslides & Erosion Severe Storms/Tornadoes Tsunamis, High Waves, & Seiches Volcanic Ash Fall	Technological & Human-Caused: Cybersecurity Dam Failure Energy Emergency Hazardous Sites/Materials Radiological Emergencies Search & Rescue Emergencies Terrorism Transportation Mass Casualty Incident Epidemics (Human & Animal)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

How do I provide input?

- Provide feedback regarding the identification of hazards and their potential impacts on the County via electronic survey
 - forms.gle/0UkCCYXSPvLhdBmJ9
- Starting August 21st, a draft of the Multi-Hazard Mitigation Plan will be available review on the County website. The public will be able to provide feedback via electronic survey.
- Visit the KCDEM booth at the Kitsap County Stampede and Fair between August 21-25, 2019 to fill out a printed survey and discuss the MHMP update process in person.

If you have any questions or comments, please contact:

Randy Unger - Project Manager
 Operations Specialist
 Kitsap County Department of Emergency Management
RandyUnger2019@rcmail.com
 253-998-8737

MHMP Public Printed Community Survey (English & Spanish)



2019 Kitsap County Multi-Hazard Mitigation Plan Survey

This survey is designed to help the Kitsap County Department of Emergency Management (KCDEM) identify the community's concerns about natural and human-caused hazards and to better understand community needs in reducing risk and loss from such hazards. Please take a few minutes to complete this survey. All individual responses are strictly confidential and are for research purposes only.

This survey can be completed online at: forms.gle/AIGDWhaaxfGdpFu97

Please fill out the information below:

- Have you taken this survey before either in electronic or printed form? Yes No N/A
- Zip Code _____
- How aware are you of the natural hazards that could affect your home?
 Not at all Somewhat Moderately Very much
- Please pick the top five hazards you are most concerned about affecting your community on a scale from 1-5, with 1 being the most important or concerning.

<input type="checkbox"/> Agricultural Pests/Diseases <input type="checkbox"/> Civil Disturbance <input type="checkbox"/> Cybersecurity <input type="checkbox"/> Dam Failure <input type="checkbox"/> Drought <input type="checkbox"/> Earthquakes <input type="checkbox"/> Extreme Cold <input type="checkbox"/> Extreme Heat <input type="checkbox"/> Floods <input type="checkbox"/> Forest & Urban Fires <input type="checkbox"/> Hazardous Sites/Materials <input type="checkbox"/> HazMat Incident - Biological <input type="checkbox"/> HazMat Incident - Chemical <input type="checkbox"/> HazMat Incident - Radiological	<input type="checkbox"/> Human & Animal Epidemics <input type="checkbox"/> Landslides & Erosion <input type="checkbox"/> Power/Utility Failure <input type="checkbox"/> Search & Rescue Emergencies <input type="checkbox"/> Severe Storms/Tornadoes <input type="checkbox"/> Telecommunication Failure <input type="checkbox"/> Terrorism <input type="checkbox"/> Transportation Accident - Airplane <input type="checkbox"/> Transportation Accident - Train <input type="checkbox"/> Transportation Accident - Vehicle <input type="checkbox"/> Transportation Accident - Ship <input type="checkbox"/> Tsunami & High Waves <input type="checkbox"/> Other: _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
- What is the most effective way for you to receive information about how to make your household and home safer from natural disasters? (Please check all that apply):

Media: <input type="checkbox"/> Cell Phone <input type="checkbox"/> Social Media (Please circle: Facebook, Twitter, Instagram, LinkedIn, Nextdoor) <input type="checkbox"/> Radio <input type="checkbox"/> Television <input type="checkbox"/> Newspaper Other methods: <input type="checkbox"/> Schools <input type="checkbox"/> Outdoor advertising (billboards, etc.)	<input type="checkbox"/> Mail <input type="checkbox"/> Fire/Police Department <input type="checkbox"/> Website <input type="checkbox"/> Fact sheets/brochure <input type="checkbox"/> Church/religious organization <input type="checkbox"/> Employer <input type="checkbox"/> Public meetings <input type="checkbox"/> University or research institution <input type="checkbox"/> Utility bills <input type="checkbox"/> Other: _____
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Encuesta del Plan para mitigar riesgos múltiples en el Condado De Kitsap 2019

Esta encuesta está diseñada para ayudar al Departamento de manejo de emergencias del Condado de Kitsap (KCDEM) por sus siglas en inglés a identificar las preocupaciones de la comunidad acerca de los peligros naturales y causados por el ser humano, y para entender mejor las necesidades de la comunidad en la reducción de riesgos y pérdidas de tales peligros. Por favor, tómese unos minutos para completar esta encuesta. Todas las respuestas individuales son estrictamente confidenciales y son sólo para fines de investigación.

Esta encuesta se puede completar en línea: forms.gle/WfF8pxRC18QcGFJA

Por favor, rellene la siguiente información:

- ¿Ha realizado esta encuesta antes en forma electrónica o impresa? Sí No N/A
- Código Postal _____
- ¿Qué tan consciente es usted de los peligros naturales que podrían afectar a su hogar?
 Desinformado Un poco Moderadamente Muy
- Por favor elija de una escala de 1-5 los peligros principales que más afectan a su comunidad. 1 siendo lo más importante o preocupante.

<input type="checkbox"/> Accidente de transporte - Avión <input type="checkbox"/> Accidente de transporte - Barco <input type="checkbox"/> Accidente de transporte - Tren <input type="checkbox"/> Accidente de transporte - Vehículo <input type="checkbox"/> Caída de ceniza volcánica <input type="checkbox"/> Calor Extremo <input type="checkbox"/> Ciberseguridad <input type="checkbox"/> Deslizamiento de tierra y Erosión <input type="checkbox"/> Disturbios Civiles <input type="checkbox"/> Emergencias de búsqueda y rescate <input type="checkbox"/> Epidemias humanas y animales <input type="checkbox"/> Fallo de energía/servicios públicos <input type="checkbox"/> Falsa De Presa <input type="checkbox"/> Fallo de telecomunicaciones (IT)	<input type="checkbox"/> Frio Extremo <input type="checkbox"/> Incendios Forestales y Urbanos <input type="checkbox"/> Incidente HazMat - Biológico <input type="checkbox"/> Incidente HazMat - Químico <input type="checkbox"/> Incidente HazMat - Radiológico <input type="checkbox"/> Inundación <input type="checkbox"/> Plagas/Enfermedades Agrícolas <input type="checkbox"/> Sequía <input type="checkbox"/> Sitios/Materiales de Peligro <input type="checkbox"/> Terremoto <input type="checkbox"/> Terremoto <input type="checkbox"/> Tormentas severas/Tornadoes <input type="checkbox"/> Tsunamis y Olas altas <input type="checkbox"/> Otro: _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
- ¿Cuál es la manera más efectiva para que usted reciba información acerca de cómo hacer que su hogar y hogar sea más seguro contra los desastres naturales? (Por favor, Marque todos los que correspondan):

Medio: <input type="checkbox"/> Teléfono celular <input type="checkbox"/> Redes sociales (por favor circle) Facebook, Twitter, Instagram, LinkedIn, Nextdoor) <input type="checkbox"/> Radio <input type="checkbox"/> Televisión <input type="checkbox"/> Periódico Otros métodos: <input type="checkbox"/> Escuelas <input type="checkbox"/> Publicidad exterior (Cartelera, etc.)	<input type="checkbox"/> Correo <input type="checkbox"/> Bomberos / Departamento de policía <input type="checkbox"/> Sitio web <input type="checkbox"/> Hoja informativa/folleto <input type="checkbox"/> Iglesia/organización religiosa <input type="checkbox"/> Empleador <input type="checkbox"/> Reuniones públicas <input type="checkbox"/> Universidad o institución de investigación <input type="checkbox"/> Facturas de servicios públicos <input type="checkbox"/> Otro: _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

MHMP Electronic Community Survey via Google Forms (English & Spanish)

18 57

Kitsap County 2019 Multi-Hazard Mitigation Plan Community Survey

This survey is designed to help the Kitsap County Department of Emergency Management (KCDDEM) identify the community's concerns about natural and human-caused hazards and to better understand community needs in reducing risk and loss from such hazards. Please take a few minutes to complete this survey. All individual responses are strictly confidential and are for research purposes only.

Have you taken this survey before either in electronic or printed form?

- Yes
- No
- Not sure

What is your zip code?

Your answer

How aware are you of the natural hazards that could affect your home?

- Not at all
- Somewhat
- Moderately
- Very much

NEXT Page 1 of 4

Never submit passwords through Google Forms.

18 57

Encuesta del Plan para mitigar riesgos múltiples en el Condado De Kitsap 2019

Esta encuesta está diseñada para ayudar al Departamento de manejo de emergencias del Condado de Kitsap (KCDDEM por sus siglas en Inglés) a identificar las preocupaciones de la comunidad acerca de los peligros naturales y causados por el ser humano, y para entender mejor las necesidades de la comunidad en la reducción de riesgos y pérdidas de tales peligros. Por favor, tómese unos minutos para completar esta encuesta. Todas las respuestas individuales son estrictamente confidenciales y son sólo para fines de investigación.

¿Ha realizado esta encuesta antes en forma electrónica o impresa?

- Si
- No
- No estoy seguro/segura

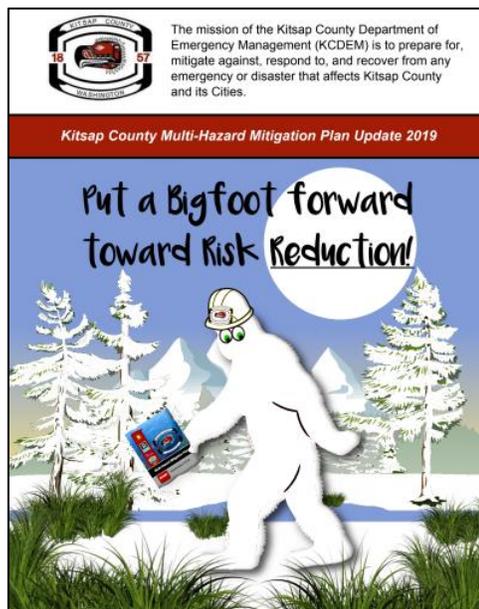
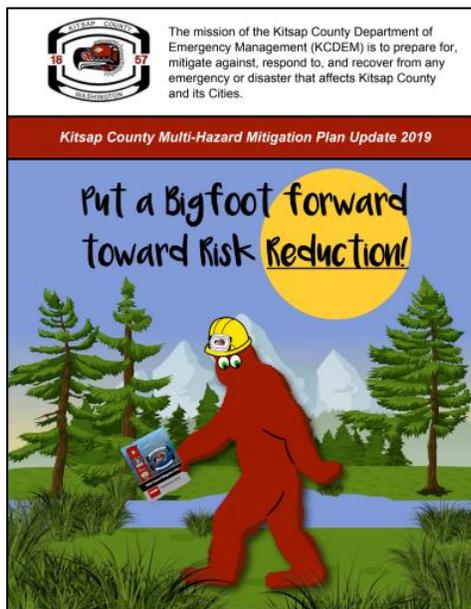
Cuál es su código postal?

Your answer

NEXT Page 1 of 4

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MHMP Public Engagement Poster & Coloring Poster for Kids (used in town halls and at the Kitsap County Fair and Stampede)



MHMP Public Electronic Feedback Survey on Draft of MHMP (English & Spanish)

18  **57**

Kitsap County 2019 Multi-Hazard Mitigation Plan Feedback Survey

This survey is designed to provide the public the opportunity to review the Kitsap County Multi-Hazard Mitigation Plan (MHMP) in draft form and participate in the document's development process. Feedback collected from this survey will be reviewed and implemented accordingly into the final draft of the document, which is estimated to be completed toward the end of September 2019.

Please take a few minutes to complete this survey. All individual responses are strictly confidential and are for research purposes only.

This survey is divided into the same sections as the MHMP document. You may reference line numbers, table/figure numbers, or provide overall comments.

REMINDER: This document is in DRAFT form. Please do not focus on spelling, grammar, or formatting errors as the document will go through various revisions and reformatting near completion. Please focus on the content.

*** Required**

What is your zip code? *

Your answer

NEXT  Page 1 of 9

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18  **57**

Encuesta del Plan para mitigar riesgos múltiples en el Condado De Kitsap 2019

Esta encuesta está diseñada para ayudar al Departamento de manejo de emergencias del Condado de Kitsap (KODSEM por sus siglas en inglés) a identificar las preocupaciones de la comunidad acerca de los peligros naturales y causados por el ser humano, y para entender mejor las necesidades de la comunidad en la reducción de riesgos y pérdidas de tales peligros. Por favor, tómese unos minutos para completar esta encuesta. Todas las respuestas individuales son estrictamente confidenciales y son solo para fines de investigación.

¿Ha realizado esta encuesta antes en forma electrónica o impresa?

Sí

No

No estoy seguro/a segura

Cuál es su código postal?

Your answer

NEXT  Page 1 of 4

Never submit passwords through Google Forms.

Screenshots of Social Media Posts to the Public on Facebook & Nextdoor



Kitsap County - Government
August 16 at 4:32 PM

To help us better understand the needs of our communities and neighborhoods in preparing for emergencies, please take the survey below. Your opinion counts!

Multi-Hazard Mitigation Plan

MHMP September 2019

Kitsap County Dept of Emergency Management
August 16 at 4:10 PM

Kitsap County Emergency Management needs and values YOUR input!

Hazard mitigation is the effort to reduce the loss of life and property by diminishing the impac...
See More

1 Comment 5 Shares

Like Comment Share

Kitsap County Emergency Management Dave Rasmussen, Kitsap Count...

KCDEM hosts Town Hall Meetings - September 3 & 4

You are cordially invited to a Public Town Hall Meeting where the Kitsap County Department of Emergency Management (KCDEM) will introduce a draft version of the new Kitsap County Multi-Hazard Mitigation Plan.

Hazard mitigation planning is the process used by state and local leaders to understand risks from natural hazards and develop long-term strategies to reduce the impacts of disasters on the county's people, property and environment.

KCDEM will explain the planning process, review the current status of the Plan and take your questions and comments. Light refreshments will be provided. The locations are:

POULSBO CITY HALL. Sept. 3rd, 7-9 p.m.
200 NE Moe St., Poulsbo, WA 98370

KITSAP COUNTY ADMINISTRATION BLDG. Sept. 4th, 7-9 p.m.
619 Division St., Port Orchard WA 98366

The public is invited to review a draft of the plan at:
https://drive.google.com/file/d/1wdQ-5XhAqpvMq0qu8E_P4cKW0d6Vc9o/view
Written comments to this plan are welcome and can be directed to:
dem@co.kitsap.wa.us

Kitsap County MHMP Draft PDF 8.20.19.pdf

Kitsap County - Government
1 hr

Kitsap County's Department of Emergency Management invites the public to town hall meetings in Poulsbo and Port Orchard Sept. 3-4 to learn more about disaster plans developed to reduce impacts to people, property and the environment.

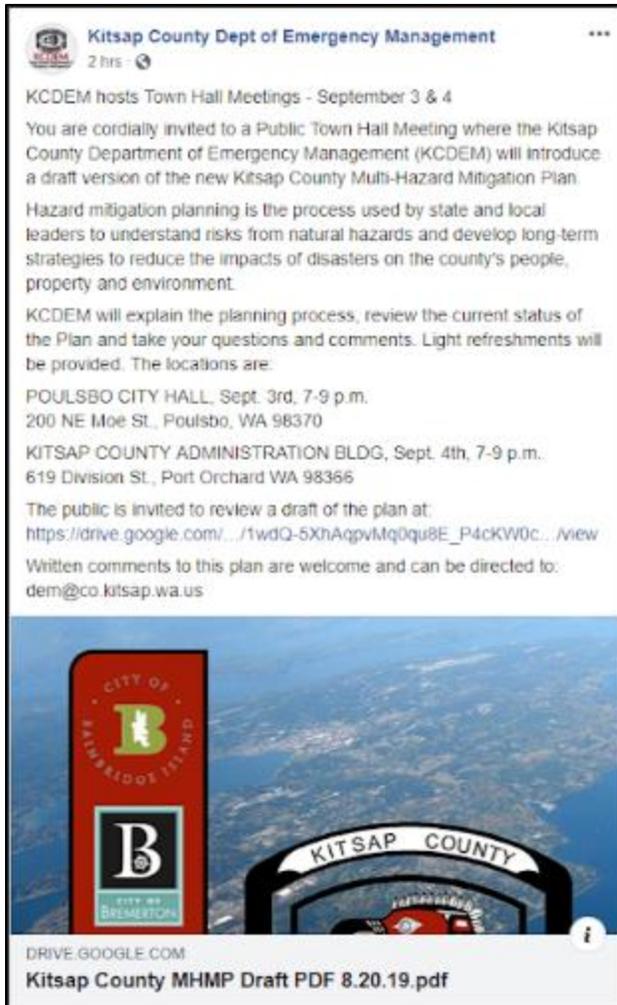
Kitsap County Dept of Emergency Management
2 hrs

KCDEM hosts Town Hall Meetings - September 3 & 4

You are cordially invited to a Public Town Hall Meeting where the Kitsap County Department of Emergency Management...

See More

DRIVE.GOOGLE.COM
Kitsap County MHMP Draft PDF 8.20.19.pdf



Screenshot of MHMP Draft on the kitsapdem.org Website



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Appendix E: Special Districts

Special districts established under State law (per FEMA)

Community Development Districts are special districts that finance, plan, establish, acquire, construct or reconstruct, operate, and maintain systems, facilities, and basic infrastructure within their respective jurisdictions. To be eligible, a Community Development District must be legally responsible for the ownership, maintenance, and operation of an eligible facility that is accessible to the public.

Established Kitsap Special Districts by WA State (2013 data)		
Annapolis Water District No. 1 (1951) - Consolidated		Consolidated with Karcher Creek Sewer District 5 to form West Sound Utility District November 2007 election
Bainbridge Island Fire Department (FPD #2)	Bainbridge Island	
Bainbridge Island Metropolitan Park and Recreation District (09/2004)	Bainbridge Island	
Bainbridge Island School District No. 303	Bainbridge Island	
Bremerton School District No. 100-C	Part Bremerton	
Bremerton Transportation Benefit District (2009)	Bremerton	
Central Kitsap Fire and Rescue - Kitsap County Fire District No. 1		In 1977, District No. 11 merged into District No. 15, and a new facility was built with Trident impact funds in the Meadowdale area. In 1989, District No. 9 merged with District No. 15. In 1999, Fire District No. 15 merged with District No. 1 and became Central Kitsap Fire and Rescue (CKFR). On January 1, 2003, Kitsap County Fire District No. 12 officially merged with CKFR.
Central Kitsap School District No. 401	Bremerton	
Crystal Springs Water District No. 3		Boundary includes portions of Bainbridge.
Karcher Creek Sewer District No. 5 (1947) - Consolidated		Formed as Kitsap County Sewer District No. 5. Consolidated with Annapolis Water District to form West Sound Utility District November 2007.
Kitsap Conservation District		
Kitsap County Consolidated Housing Authority		

Established Kitsap Special Districts by WA State (2013 data)

Kitsap County Fire Protection District No. 7	Port Orchard	
Kitsap County Fire Protection District No. 9 - Merged		In 1989, District No. 9 merged with District No. 15.
Kitsap County Fire Protection District No. 11 - Merged		In 1977, District No. 11 merged into District No. 15.
Kitsap County Fire Protection District No. 12 - Merged		On January 1, 2003, Kitsap County Fire District No. 12 officially merged with CKFR.
Kitsap County Fire Protection District No. 15 - Merged		In 1999, Fire District No. 15 merged with District No. 1 and became Central Kitsap Fire and Rescue (CKFR)
Kitsap County Fire Protection District No. 18	Poulsbo	
Kitsap County Health District		
Kitsap County Public Transportation Benefit Area - Kitsap Transit	Bremerton, Port Orchard, Poulsbo, Bainbridge Island	
Kitsap County Sewer District No. 7		Serves the Fort Ward area of the south end of Bainbridge Island
Kitsap Public Facilities District		
Kitsap Rural Library District - Kitsap Regional Library	Port Orchard (8/10)	
Manchester Water District No. 11 (1942)		
North Kitsap Fire and Rescue - Kitsap County Fire District No. 10		
North Kitsap Hospital District 2 - Dissolved by court November 2005		
North Kitsap Park and Recreation Service Area - Status Unknown	Poulsbo	Created by Interlocal cooperation agreement dated 03/01/1993 between Kitsap County and Poulsbo pursuant to County Resolution 276-1992 and Poulsbo Resolution No. 92-06.
North Kitsap School District No. 400	Poulsbo	
North Perry Avenue Water District No. 13 (1942)		
Old Bangor Water District No. 19		
Port of Bremerton	Bremerton, Port Orchard, part Poulsbo	
Port of Brownsville (Bremerton)		
Port of Eglon (Kingston)		
Port of Illahee (Bremerton)		
Port of Indianola		
Port of Keyport		
Port of Kingston		

Established Kitsap Special Districts by WA State (2013 data)		
Port of Manchester		
Port of Poulsbo	Poulsbo	
Port of Silverdale		
Port of Tracyton	Part Bremerton	
Port of Waterman (Port Orchard)		
Public Utility District No. 1 of Kittitas County	Bainbridge, Bremerton, Port Orchard, Poulsbo	
Rocky Point Water District No. 12		
Silverdale Water District No. 16 (1919)		
South Bainbridge Island Water District #18 - Dissolved		Dissolved by Kitsap County Ordinance No. 207, 1997
South Kitsap Park and Recreation District - Dissolved		South Kitsap Community Park given to county 06/2007
South Kitsap School District No. 402	Part Bremerton, Port Orchard	
Sunnyslope Water District No. 15 (1952)		Service area includes Bremerton
Tracyton Water District No. 17 - Dissolved		Kitsap County Superior Court Order dissolving district dated March 27, 2006, effective June 13, 2006
Housing Authority of the City of Bremerton	Bremerton	
Village Green Metropolitan Park District (8/2010)		
West Hill Water District No. 20 - Disposition Unknown		Service area includes Bainbridge
West Sound Utility District No. 1 (2007)		Formed by the consolidation of Annapolis Water District and Karcher Creek Sewer District in November 2007. Service area includes Port Orchard

Table 83: Established Kitsap Special Districts by WA State (2013 data)

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Appendix F: References & Authorities

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Appendix G: Glossary

Critical Areas	Environmentally sensitive areas, which include wetlands fish and wildlife habitat conservation areas; geologically hazardous areas; areas with a critical recharging effect on aquifers used for potable water; and frequently flooded areas. Critical areas have measurable characteristics which, when combined, create a value for or potential risk to public health, safety and welfare.
Erosion	The process whereby the land surface is worn away by the action of water, wind, ice or other processes, and by geologic events such as gravitational creep or landslides
Federal Emergency Management Agency Hazard Mitigation Grant Program	Authorized under Section 404 of the Stafford Act. Provides funding for Hazard Mitigation projects that are cost-effective and comply with existing post-disaster mitigation programs and activities. These projects cannot be funded through other programs to be eligible.
Floodplain	Areas inundated with water that are typically adjacent to streams, rivers, lakes, and coastlines and are susceptible to strong winds.
Floodplain (100 Year)	Floodplains that have the potential to flood once every 100 years, or that have a one percent chance of flooding equal to or in excess of that in any given year.
Flood Way	An area of land immediately adjacent to a stream or river channel that, in times of flooding, becomes an enlarged stream or river channel and carries the floodwater with the highest velocity.
Hazard Mitigation	Any action taken to reduce or permanently eliminate the long-term risk to human life and property and the environment posed by a hazard
Hazard Mitigation Plan	The plan resulting from a systematic evaluation of the nature and extent of vulnerabilities posed by a hazard present in society that includes the strategies needed to minimize future vulnerability to hazards.
Landslide Hazard Areas	Areas potentially subject to landslides, based on a combination of geologic, topographic, and hydrologic factors. This includes areas with any combination of bedrock, soil, slope, structure, and hydrology.
LIDAR	Light Detection and Ranging Airborne Laser Mapping. LIDAR compliments other remote sensing such as ortho-photography and traditional topographic mapping. LIDAR is able to sense through vegetation (remove the trees) and produce a map of the actual topography.
Liquefaction	Liquefaction occurs in areas that have certain soils, which lack cohesion and where the water table is close to the surface. Such soils can lose shear strength and flow like a liquid even during earthquakes originating beyond Kitsap County.
Riparian Zones	Areas typically consisting of vegetated corridors or areas adjacent to streams, wetlands, lakes or tidewater and may include some uplands depending on site conditions. Native vegetation in these areas is considered to provide a natural barrier, which can prevent or significantly reduce the amount of pollutants from reaching waterbodies.
Seismic Hazard Areas	Areas subject to severe risk of damage because of earthquake induced ground shaking, slope failure, settlement, soil liquefaction, or surface faulting.

		Settlement can occur in areas with loose, unconsolidated soil, which can either slide or suddenly drop when shaken.
Wildfire Interface	Urban	Wildland vegetation and forest areas adjacent to or intermingled with residential developments.

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Registered Sex Offender Address and Residency Verification Memorandum of Understanding with the Kitsap County Sheriff's Office - Police,

SUMMARY: Bainbridge Island Police Officers will make face-to-face contact with all registered sex and kidnapping offenders living on Bainbridge Island at their place of residency to maintain the accuracy of the Sex Offender Registry and enforce registration requirements.

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: The Washington Association of Sheriffs and Police Chiefs provides annual grant funding to law enforcement agencies participating in the Registered Sex/Kidnapping Offender Address & Residency Verification Program through the Kitsap County Sheriff's Office. The grant runs from July 1 to June 30.

Participating law enforcement agencies make face-to-face contact with offenders in their jurisdiction to verify their place of residence and maintain the accuracy of the Sex Offender Registry. There are currently 794 registered sex offenders in Kitsap County, 10 of which reside on Bainbridge Island. Therefore, based on the calculation in the MOU, Bainbridge Island will receive \$1,000 of the total grant to help defray expenses associated with conducting that service.

ATTACHMENTS:

[2020-21 WASPC KCSO Registered Sex Offender Grant MOU Bainbridge Island PD.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

Memorandum of Understanding
Between
Kitsap County Sheriff's Office and
City of Bainbridge Island Police Department

Registered Sex and Kidnapping Offender Address Verification Program (2020-2021)

This Memorandum of Understanding ("MOU") regarding the Registered Sex Offender Address Verification Program (2020-2021) ("Program") is between the Kitsap County through the Kitsap County Sheriff's Office ("KCSO") and the City of Bainbridge Island ("City").

WHEREAS, KCSO has received grant funding in the amount of \$164,774.00 from the Washington Association of Sheriffs and Police Chiefs ("WASPC") for face-to-face address verification of registered sex and kidnapping offenders at his/her place of residency, as more specifically provided in RCW 9A.44.130.

WHEREAS, face-to-face address verification is important to maintain the accuracy of the Sex Offender Registry and to enforce registration requirements and requires additional resources and requires the assistance from the cities in Kitsap County in order to maintain the accuracy of the registry.

WHEREAS, KCSO seeks assistance from the City to complete the statutory address verification and the City desires to provide such assistance pursuant to the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this MOU is one (1) year commencing July 1, 2020 and ending June 30, 2021.
The MOU may be terminated by either party on 10-days prior written notice to the other.
2. City's Responsibilities.
 - a. The City will conduct face-to-face verification of registered offenders place of residency residing in the City and submit quarterly electronic reports for each offender contact as provided below.
 - b. Face-to-face verification of a sex offender's address at the place of residence:
 1. Level I Offenders and Level II Offenders - face-to-face verification once every six (6) months. Level I Offenders includes unclassified offenders and kidnapping offenders unless a shorter timeframe is required in the interests of public safety.
 2. Level III Offenders - face-to-face verification once every three (3) months.
 - c. Electronic verification of face-to-face contact.
 1. Electronic Reporting. Agencies must quarterly submit electronic verification in ILeads for each offender contact in accordance with the above-mentioned verification schedule on or before October 5, 2020, January 5, 2021, April 5, 2021, and July 5, 2021.

2. Attempted Contacts. If an officer attempts to contact a registered offender and determines that the offender no longer resides at the address, he/she is registered, the officer shall complete an Incident/Investigative Report in ILeads and forward the report to the Kitsap County Sheriff's Office Detective Division for follow up investigation regarding the "Failure to Register".
- d. Community Notification for Level III Offenders:
 1. The City shall send a press release to the local media on any new Level III offender within their jurisdiction.
 2. The City should conduct a community notification meeting on any new registered Level III offender within their jurisdiction.
3. KCSO Responsibilities.
- a. KCSO will do the follow:
 1. register all sex offenders and kidnapping offenders residing in Kitsap County as required by law;
 2. monitor all offenders registered as "transient" within Kitsap County on a weekly basis as required by law;
 3. follow up on all incident/investigative reports of "Failure to Register" submitted to the KCSO Detective Division by the City;
 4. maintain a master file on each registered offender within Kitsap County; and
 5. complete and submit the necessary reports/documents to WASPC as required by the Program.
4. Funding
- a. As of July 27th, 2020, there are 794 registered offenders within Kitsap County. The following are the number of offenders currently registered in each of the agencies' jurisdiction.

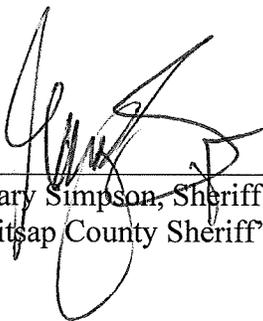
Offenders registered within the City of Bremerton - 194
 Offenders registered with the City of Port Orchard- 32
 Offenders registered with the City of Poulsbo - 8
 Offenders registered with the City of Bainbridge Island - 10
 - b. Each City will receive a percentage of the Program grant monies based on the number of offenders. The percentage will be calculated based on the percentage of offenders within the jurisdiction of the City compared to the total number of registered offenders within Kitsap County. That percentage of the total award amount minus 50% is your total award amount. [e.g. 794 registered offenders within Kitsap County, with 10 registered offenders within the City of Bainbridge Island's jurisdiction and is 1 % of the total registered offenders. 1% of the award amount is $\$1,647.44 \times 50\% = \832.72 . The City of Bainbridge Island award would be $\$832.72$] The City of Bainbridge Island has 1% of Kitsap County's registered sex offenders. The 2020-21 award amount to the City of Bainbridge Island is \$1,000.00 pursuant to paragraph 4 (c).

- c. Regardless of the figures in paragraph 4(b) above, a minimum of \$1,000 will be awarded to each participating agency. [e.g. The City of Bainbridge Island has 1% of Kitsap County’s registered offenders. The 2020-21 award amount is \$1,000.00.]
- d. If any funding under this MOU is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the MOU becomes effective, KCSO may in its discretion and without penalty reduce or terminate the funding allocated to the City, and/or terminate the MOU.
- 5. Compliance with laws. The parties shall comply with all applicable statutes, which includes without limitation compliance with RCW 4.24.550, 9A.44.130, 9A.44.135, and 36.28A.230, when conducting registration, community notification, and verification of sex and kidnapping offenders.
- 6. Liability. Each party is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.
- 7. Independent Capacity. The employees and agents of each party who are engaged in the performance of this MOU shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this MOU.
- 8. Third Party Rights. This MOU is intended to be solely between the parties. No part of this MOU shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
- 9. Entire Agreement. This MOU contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this MOU.
- 10. Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 11. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this _____ day of _____, 2020

Dated this 16th day of MAY 2020

Morgan Smith, City Manager
City of Bainbridge Island



Gary Simpson, Sheriff
Kitsap County Sheriff’s Office



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 27, 2020

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Interlocal Agreement with Kitsap County Regarding Emergency Vehicle Operation Course (EVOC) Training - Police,

SUMMARY: Consider the renewal of an existing agreement with Kitsap County for Emergency Vehicle Operations Course (EVOC) training, an essential requirement for sworn law enforcement personnel and a required element of continued agency accreditation.

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: Kitsap County provides EVOC training for regional law enforcement agencies to increase officer safety in multi-jurisdictional responses and pursuits. Conducting this training collaboratively is an economical and efficient use of resources. The Bainbridge Island Police Department wishes to execute this agreement to memorialize the terms and conditions of the program and continue participation for its sworn personnel in exchange for fees calculated on the actual costs of providing the program.

ATTACHMENTS:

[2020 KCSO EVOC ILA.pdf](#)

FISCAL DETAILS: There is an estimated \$840 impact per year to the police training budget in the general fund. There is adequate resources for this agreement.

Fund Name(s): General Fund

Coding:

**INTERLOCAL COOPERATION AGREEMENT FOR
EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) TRAINING (“Agreement”) is entered by and among, Kitsap County (“County”), and the identified Cities and Counties, each of which is a municipal corporation of Washington state, and Tribes, which are federally recognized tribes, all collectively referred to herein as the “Parties” and individually as a “Party”.

City of Bainbridge Island	City of Ruston
City of Bremerton	City of Shelton
City of Gig Harbor	City of Sequim
City of Fircrest	City of Westport
City of Forks	Clallam County
City of Port Angeles	
City of Port Orchard	Jefferson County
City of Port Townsend	Suquamish Tribe
City of Poulsbo	

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to jointly perform any governmental services, activity, or undertaking which it is authorized by law to perform.
- B. Emergency vehicle operations course training is essential and required for sworn law enforcement personnel. Providing this training collaboratively with other law enforcement agencies increases officer safety in multi-jurisdictional responses and pursuits and is an economical efficient use of resources.
- C. The Parties desire to execute this Agreement to memorialize the terms and conditions of the Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. **AUTHORITY.** This Agreement is entered into pursuant to chapter 39.34 RCW.
- 2. **ESTABLISHMENT OF EVOC TRAINING PROGRAM.** The Parties through this Agreement hereby establish the EVOC Training program (“EVOC” or “Program”) for the purposes identified in this Agreement.
- 3. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement, and manage an EVOC Program, identify

those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030.

4. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
5. ADMINISTRATOR. The Kitsap County Sheriff's Office (KCSO) shall function as the administrator of the Program, in coordination and cooperation with the Parties. By functioning in this capacity, the County is not assuming responsibility or liability for the actions or failures to act by the other Parties and/or their respective employees, representatives or agents.
6. EFFECTIVE DATE, DURATION. This Agreement shall be effective from the date the Agreement is executed by at least two Parties and shall remain in effect for five (5) years, unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the written agreement of the Parties.
7. EVOC PROGRAM AND RESPONSIBILITIES
 - A. KCSO will be responsible for the coordination of the Program, which includes Program organization, operation, budget, staffing, and training, in cooperation with the other Parties. A KCSO sergeant shall function as the Program Coordinator. In no event shall the coordination of the Program by KCSO be considered an allocation of liability to KCSO under RCW 10.93.040.
 - B. EVOC training will be provided twice annually in three (3) hours blocks, generally in April and October. By December 31st of each year, KCSO will announce the training dates for the subsequent year and advise when classes will be open for registration.
 - C. KCSO will arrange for the use of sufficient training facilities to conduct the EVOC training. The Parties agree to work cooperatively to provide waivers that may be required for the use of such space. The cost of the training facilities will be incorporated into the Program attendee fees.
 - D. Each Program attendee will receive three (3) hours of EVOC training per year. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Program attendee is responsible for advising his/her instructor when PIT maneuverers are not authorized by the attendee's employing agency.
 - E. Each Party shall keep a current copy of its pursuit policy on file with the Program Coordinator. Program attendees will also be required to bring a copy of the pursuit policy to training for discussion.
 - F. Each Party will be responsible for providing the vehicles and fuel to be used by its Program attendees for training purposes. Each Party shall be responsible for any

insurance, repairs, fuel, maintenance, damage or loss to its equipment and vehicles operated by its employees while participating in Program activities and shall hold the other Parties harmless for the same.

- G. KCSO will provide chase and PIT instruction vehicles for Program use but encourages the Parties to make additional vehicles available to the Program for such use.
- H. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe conduct, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.
- I. The Parties agree to work cooperatively together in good faith in coordinating the Program activities and performing their obligations under this Agreement.

8. PROGRAM INSTRUCTORS

- A. All EVOC instructors will be required to have successfully completed the basic Emergency Vehicle Operations Instructor training course provided by the Washington State Criminal Justice Training Commission or the equivalent.
- B. The Parties will work cooperatively to ensure that there are sufficient qualified EVOC instructors available to meet the needs of the Program. While KCSO will provide EVOC instructors for the Program, each Party is also required to provide EVOC instructors for the Program with the required number of instructors based on the size and training needs of the Party. Each Party reserves the right to make changes in its personnel assigned, which includes the number of personnel assigned. The Parties will work cooperatively with the Program Coordinator for purposes of scheduling instructors and Program attendees.
- C. All persons functioning as EVOC instructors for the Program will be expected to remain for the entire duration of the session for which they are providing instruction.
- D. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit an instructor(s) from participating in instruction activities based on performance, attendance, teaching ability, unsafe conduct, unprofessional, or other inappropriate behavior. The instructor's employing agency will be advised accordingly.
- E. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training for the purposes of monitoring and/or evaluating their agency's personnel, training, or equipment.

9. FEES

- A. Each Party will be required to pay KCSO a fee for every Program attendee the Party sends to participate in the Program. The fees will be calculated based on the actual costs of providing the Program.
 - B. KCSO will invoice each Party for all attendee fees. Invoices shall be paid within 30 days of the invoice date. Any Party failing to pay the invoice amount may be excluded from participation in the Program.
10. TRAINING RECORDS. Upon successful completion of Program training, each Party will receive verification of its employees Program attendance. Each Party shall be responsible for the maintenance and retention of training records for its employees.
11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any Party may terminate their participation in this Agreement for any reason upon 60-days prior written notice to the other Parties. The termination of a Party shall not automatically result in dissolution of this Agreement. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination. The Program may be dissolved in its entirety by unanimous agreement of all Parties. Upon termination or dissolution, all property provided by the Party or Parties for Program use will be returned to the respective contributing agencies unless otherwise agreed.
12. INDEPENDENT CAPACITY, RESPONSIBILITIES.
- A. Each Party and its respective employees or agents shall act an independent contractor and continue to be the employees or agents of that Party (the primary commissioning agency) which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.
 - B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees. No Party shall have the authority to bind another Party nor control the employees, agents or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

13. INSURANCE

- A. Each Party will maintain sufficient insurance coverage to cover any and all hazards, damages, costs and liabilities associated with the Program activities, which shall at minimum include the following coverage:
- i. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall not contain any exclusions which relate to or arise out of the Program activities under this Agreement. The policy will contain a severability of interests' provision.
 - ii. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Party's owned, hired and non-owned vehicles on the premises at the EVOC training. The policy will contain a severability of interests' provision.

14. INDEMNIFICATION

- A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all allegations, complaints, losses, claims, damages, attorneys' fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Program activities. In the case of allegations, complaints, losses, claims, damages, attorneys' fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
- B. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. A Party that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.
15. NONDISCRIMINATION. No Party shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and

shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

16. GOVERNING LAW, VENUE, WAIVER OF IMMUNITY

A. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings or actions in any way arising under, or relating to, this agreement or the subject matter of this agreement. Venue for any such claim shall be exclusively in the Kitsap County Superior Court. Each Tribe hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.

B. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.

C. The provisions of this section shall survive for three (3) years after the expiration or termination of this Agreement.

17. FILING. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.

18. ADDITIONAL PARTIES. Additional governmental entities may be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the Program and all current Parties to this Agreement. The Addendum must be filed with the Kitsap County Auditor's Office in compliance with RCW 39.34.040.

19. NOTICE. All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

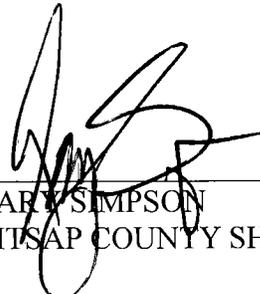
20. **COMPLIANCE WITH LAWS.** The Parties shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
21. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.
22. **INTEGRATION.** This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in furtherance hereof and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
23. **AMENDMENT.** This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
24. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
25. **NO THIRD-PARTY BENEFICIARY.** It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart deemed an original. In the event that fewer than all named parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
27. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
28. **WAIVER.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
29. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the

Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

30. SURVIVAL. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof.
31. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
32. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
33. AUTHORIZATION. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

DATED this 13 day of JULY, 2020.

APPROVED



GARY SIMPSON
KIITSAP COUNTY SHERIFF

Approved and executed this ___ day of _____, 2020

CITY OF BAINBRIDGE ISLAND

APPROVED:

APPROVED:

JOSEPH N. CLARK, JR.
Chief of Police

MORGAN SMITH
City Manager