CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 26, 2019

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

AGENDA

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

2. **EXECUTIVE SESSION**

   2.A Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 30 Minutes

3. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE / PLEDGE OF ALLEGIANCE - 6:30 PM**

4. **PUBLIC COMMENT - 6:35 PM**

5. **MAYOR'S REPORT - 6:50 PM**

6. **CITY MANAGER'S REPORT - 6:55 PM**

7. **PRESENTATION(S)**

   7.A (7:00 PM) Proclamation Declaring the Month of March 2019 as "Bainbridge Island Girl Up Month" - Mayor Medina, 5 Minutes
   Bainbridge Island Girl Up Month Proclamation

   7.B (7:05 PM) Proclamation Declaring February 2019 as "Black History Month" - Mayor Medina, 5 Minutes
   Black History Month Proclamation 2019

   7.C (7:10 PM) Design Review Board 2018 Annual Report and 2019 Work Plan, 15 Minutes
   Design Review Board 2018 Annual Report & 2019 Work Plan

7.D (7:25 PM) Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan, 10 Minutes
Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan

7.E (7:35 PM) Historic Preservation Commission 2018 Annual Report and 2019 Work Plan, 10 Minutes
Historic Preservation Commission 2018 Annual Report and 2019 Work Plan

8. CITY COUNCIL DISCUSSION

8.A (7:45 PM) Resolution No. 2019-13 Related to Amendments to Article I of the Ethics Program - Executive, 15 Minutes
Resolution No. 2019-13 Revising Ethics Program Related to Article I
HCR 4401 Regarding Code of Conduct
Resolution No. 2018-10 Updating Ethics Program (Approved 3-27-18)

8.B (8:00 PM) Article I Advisory Opinions Related to Allegations Filed Against Councilmember Peltier - Mayor Medina, 30 Minutes
Request 2018-03 - Advisory Opinion (Johnson v Peltier).pdf
Request 2018-03 - Johnson Request re Peltier Redacted
Request 2018-03 - Response by Peltier re Johnson.pdf
Request 2018-05 - Advisory Opinion (McBryan v Peltier).pdf
Request 2018-05 - McBryan Request re Peltier Redacted
Request 2018-05 - Response by Peltier re McBryan.pdf

9. CLOSED RECORD PROCEEDING

9.A (8:30 PM) The Landing Final Long Subdivision, Resolution No. 2019-10 - Planning, 15 Minutes
Resolution No. 2019-10 The Landing Final Subdivision
Exhibit A Compliance Notation Report.pdf
Exhibit B The Landing Final Plat.pdf
Exhibit C Easements and Agreements.pdf
Exhibit D Hearing Examiner Decision.pdf

10. UNFINISHED BUSINESS

10.A (8:45 PM) Shoreline Master Program Periodic Review Process Public Participation Program and Work Plan - Planning, 10 Minutes
20190226_SMP_PPP_and_WP.docx

10.B (8:55 PM) Project Options for Dave Ullin Open Water Marina - Public Works, 30 Minutes
DUOWM Conditions Existing in 2017
DUOWM Option 1
DUOWM Option 1A
Eagle Harbor Buoys South
DNR Eagle Harbor Buoy Inventory South

10.C (9:25 PM) Olympic Drive Non-Motorized Improvements Project Construction Award - Public Works, 10 Minutes
Olympic Drive Bid Form

OLYMPIC DRIVE NM CONTRACT

11. NEW BUSINESS

11.A (9:35 PM) Ordinance No. 2019-05 Revising the BIMC Sewer Code to Allow a Limited Number of Onsite Systems in Sewer Service Areas - Public Works, 20 Minutes
Ordinance No. 2019-05 Relating to Sewer Connection Requirements

11.B (9:55 PM) Amendment No. 2 to the Interlocal Agreement with the Washington State Department of Licensing to Increase Bainbridge Island's Portion of the State Vehicle License Fee from $20 to $30 - Finance, 10 Minutes
Amendment No. 2 to the ILA with the WA DOL

12. CONSENT AGENDA

12.A (10:05 PM) Agenda Bill for Consent Agenda, 5 Minutes

12.B Accounts Payable and Payroll
Report to Council of Cash Disbursements 02-27-19.pdf
Payroll.pdf

12.C City Council Study Session Minutes, February 5, 2019
CCMIN 020519 STUDY SESSION

12.D Regular City Council Business Meeting Minutes, February 12, 2019
CCMIN 021219 BUSINESS MEETING

12.E Utility Advisory Committee 2018 Annual Report and 2019 Work Plan, 5 Minutes
2018 Annual Report and 2019 Work Plan (Utility Advisory Committee).pdf
Recommendations on Fire and Other Municipal Codes Impacting Island Water Systems(Approved by the Utility Advisory Committee - May 9, 2018)
Recommendations for a Utility Review Process (Approved by the Utility Advisory Committee - June 27, 2018)

12.F Amendment No. 1 to the Option and Water Tower Lease Agreement with Verizon Wireless - Executive, 5 Minutes
Amendment No. 1 to the Option and Water Tower Lease Agreement
Coverage Plot of Upgraded Telecommunications Equipment
October 13, 2011 Option and Water Tower Lease Agreement

13. COMMITTEE REPORTS

13.A (10:10 PM) Committee Reports, 5 Minutes
Environmental Technnical Advisory Committee Minutes - December 13, 2018
Utility Advisory Committee Minutes - January 9, 2019.pdf

14. FOR THE GOOD OF THE ORDER - 10:15 PM

15. 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.

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 30 Minutes

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

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:
Executive Session discussion.

SUMMARY:
Executive Session discussion.

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: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (7:00 PM) Proclamation Declaring the Month of March 2019 as "Bainbridge Island Girl Up Month" - Mayor Medina,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:
I move to authorize the Mayor to sign the proclamation declaring the month of March 2019 as "Bainbridge Island Girl Up Month."

SUMMARY:
The attached proclamation declares the month of March 2019 as "Bainbridge Island Girl Up Month."

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Bainbridge Island Girl Up Month Proclamation

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

WHEREAS, International Women's Day is celebrated on March 8 every year as a focal point in the movement for women's rights and adopted in 1975 by the United Nations; and

WHEREAS, the "Girl Up" campaign, founded by the United Nations in 2010, has more than 1,330 Clubs across the U.S. and around the world, in 80 countries and currently active in 43 states, and with campus clubs on 125 colleges and universities, all calling on communities across the globe to recognize that girls worldwide face many injustices such as discrimination, gender stereotypes, child marriage and lack of education; and empowers girls to advocate and fight for their rights; and

WHEREAS, Girl Up Bainbridge Island was founded in December 2018 by Merrill Keating to empower middle and high school girls via leadership development training to effect social change wherever they are, and to have the power to transform themselves, their communities, and the world around them; and

WHEREAS, the City of Bainbridge Island joins Bainbridge Island Girl Up Club and other organizations, and supports increasing girls' participation in sports, science and math-related activities, high school graduation rate, and providing equal opportunities for all girls by speaking out against gender-based injustices, celebrating all girls' potential, and encouraging all girls to pursue their dreams; and believes that girls have the right to be themselves and to resist gender stereotypes; that girls have the right to express themselves with originality and enthusiasm; that girls have a right to take risks, to strive freely, and to take pride in success; that girls have the right to accept and appreciate their bodies; that girls have the right to have confidence in themselves and to be safe in the world; that right to prepare for interesting work and economic independence; and

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council do hereby proclaim March, 2019, as

BAINBRIDGE ISLAND GIRL UP MONTH

in the city of Bainbridge Island, Washington.

Signed this 26th day of February, 2019

Kol Medina, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (7:05 PM) Proclamation Declaring February 2019 as "Black History Month" - Mayor Medina,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

Presentation only.

SUMMARY:

Mayor Medina will present the proclamation declaring February 2019 as "Black History Month." This proclamation is one of the annual proclamations that the Mayor is authorized to sign without further Council action.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Black History Month Proclamation 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the Mayor of the City of Bainbridge Island, Washington, declaring February 2019 as "Black History Month."

WHEREAS, Black History Month is celebrated throughout the nation during the month of February; and

WHEREAS, Black History Month is a time to honor our diverse ancestry and to remember the often hidden history of civic, economic, professional, medical, and artistic achievements of many Black Americans; and also serves as a reminder of the challenges that face all people of color, and that the work to eliminate barriers based on prejudice is ongoing; and

WHEREAS, Black Americans continue to make significant contributions to the growth of our nation: in business and philanthropy; as ministers, doctors and nurses; as artists and musicians; as professors and teachers; as lawyers and legislators; as soldiers and leading athletes. Black Americans have earned Olympic Gold Medals; Medals of Honor, and as slaves, built the White House where the first Black President and his family resided from 2009 – 2016; and

WHEREAS, we continue to be inspired by the vision of Rev. Dr. Martin Luther King, Jr. and by the vision of local leaders such as former Seattle Mayor Norm Rice, Judge Theodore Spearman, Bishop Lawrence Robertson, Lillian and James Walker; and

WHEREAS, Black History Month serves as a reminder of the challenges that face people of color and other marginalized groups. There is still more to be done to ensure equality under the law and equal opportunity; and

WHEREAS, Black History Month's theme for 2019 –"Black Migrations"— emphasizes the movement of people of African descent to new destinations and subsequently to new social realities.

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, Washington, on behalf of the City Council, do hereby proclaim February 2019 as

"BLACK HISTORY MONTH"

in the City of Bainbridge Island, and urge all Islanders to join me in this special observance.

SIGNED, this ___ day of February 2019.

_____
Kol Medina, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (7:10 PM) Design Review Board 2018 Annual Report and 2019 Work Plan,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to forward to the March 12, 2019 Consent Agenda acceptance of the Design Review Board's 2018 report and 2019 work plan as presented.

SUMMARY:

A representative from the Design Review Board will present the Board's 2018 annual report and 2019 work plan.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Design Review Board 2018 Annual Report & 2019 Work Plan

FISCAL DETAILS:

Fund Name(s):

Coding:

City of Bainbridge Island Design Review Board

2018 Annual Report & 2019 Work Plan
Presentation to the City Council

The City of Bainbridge Island Design Review Board (DRB) consists of seven volunteer citizens:

Position	1:	Jane Rein	term expires June 2020
	2:	Jim McNett	term expires June 2020
	3:	Joe Dunstan	term expires June 2021
	4:	Peter Perry*	term expires June 2021
	5:	Alan Grainger	term expires June 2019
	6:	Jason Wilkinson	term expires June 2019
	7:	Carl Yurdin	term expires June 2019

With Ron Peltier, City Council Liaison
*Mr. Perry is on extended three months.

During 2018, the DRB held twenty meetings, with a total of 600 hours spent by the Board in meetings with roughly 300 hours spent in preparation. There was a 77% participation rate for DRB meetings. The Board was fortunate to have regular attendance by Ron Peltier, our City Council liaison, and benefited from the regular attendance of Charles Schmidt, an interested citizen, and Jon Quitslund and William Chester from the CoBI Planning Commission who attended many DRB meetings. From January to June two positions were vacant. From June to November, the DRB was at full complement. In November Peter Perry was given an extended leave due to a family situation and he is expected back in the spring 2019. It should be noted that three positions expire in June 2019. Re-appointing or filling these positions should be a priority to maintain full staffing of the DRB.

Projects reviewed throughout the year included Historic Preservation, Hospitality, Fire Stations, Schools – public and private, Multifamily and Single Family/HDDP. Spread over the year were City briefings about Open Meetings, Ethics. Additional efforts have included:

- <u>COBI project review process</u>: DRB has been very involved with city staff regarding the roles of DRB and the Planning Commission in project review/approval.

- New Subdivision standards and review: DRB has met numerous times with city staff to identify design standards for new subdivisions. The newly adopted review process will support the planning staff, DRB and Planning Commission working together in a cohesive and complimentary manner.

- New Design guidelines for Multifamily projects: COBI hired a consultant to write design guidelines for multifamily development, mixed use, and other development. DRB participated in both the selection of the consultant and has met with the consultant to ensure the proposed design guidelines meet the goals, objectives and needs of the DRB.

- Island Center Sub Area planning process: DRB continues to monitor and participate in the Island Center Sub Area planning project with our DRB liaison.

Recurring Issues/Work Plan for 2019:

- Joe Dunstan will be the DRB Chairperson for 2019.

- Design Advice to City Council

    1. DRB encourages the Council to expand the DRB purview to include public buildings, civic spaces, and facilities.

    2. DRB increased collaboration with Public Works relating to capital projects and engineering standards for development, particularly as it relates to sustainability and green practices.

- Sustainability: COBI green building program.

- Correcting the lack of post occupancy review (particularly landscape plans relative to approved documents).

- Review the proliferation of sandwich boards in the Winslow core detracting from the pedestrian experience and clear access.

- Continue DRB liaison with the Island Center Sub Area planning price.

- Continue DRB involvement and review of the new Design Guidelines for new development being developed by the COBI consultant. (Jan-July 2019).

- Assist the Planning staff and Council in the timely selection of new DRB members.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:25 PM) Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to forward the Climate Change Advisory Committee's 2018 report and 2019 work plan, as presented, for acceptance with the March 12, 2019 Consent Agenda.

SUMMARY:

A representative from the Climate Change Advisory Committee will present the committee's 2018 report and 2019 work plan.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan

FISCAL DETAILS:

Fund Name(s):

Coding:

Climate Change Advisory Committee:
2018 Annual Report and Work Plans for 2019 and 2020

We wanted to provide the City Council with a report on the actions taken by the Climate Change Advisory Committee (CCAC) in 2018 and our plans for 2019 and 2020.

1. 2018 Annual Report

Over the past year the CCAC has:

- Developed the scope of work for an Island-wide greenhouse gas (GHG) inventory and worked with the City to find a consultant to complete the work. Following a formal RFP process, a finalist was selected, and we are now awaiting contract creation and commencement of work.
- Created an inventory of past COBI GHG emissions reductions commitment.
- Developing a workplan for 2019 and 2020 that will propose GHG emission reduction targets for the City at a level that is relevant to climate protection and in agreement with past commitments.
- Developing strategies to reduce GHG emissions and meet COBI's existing targets along with strategies to reduce Island wide vulnerability to climate change, and to increase community engagement related to climate change.

2. Outline for 2019 and 2020 Work Plan

The CCAC is developing an operationalized version of the workplan for 2019 and 2020 provided here, and that version will also be available on the CCAC website after approval. We are including 2020 because we believe the actions we are proposing will cover a multi-year timeframe. The workplan will address three main work areas.

- Mitigation;
- Adaptation; and
- Community Engagement.

We believe these three work areas are consistent with the guiding principles in the Comprehensive Plan and in the specific tasks that were included in the Ordinance that established the CCAC (Ordinance 2017-13).

We will propose long-term Island-wide targets for reducing GHG emission and shorter-term targets for adaptation and community engagement along with actions needed to meet those targets.

- Targets**:** We believe that in order to achieve the comprehensive plans guiding principles for climate change and complete the specific tasks requested by the City Council, the City needs to establish targets that can be measured and tracked over time. The City would use the results from the GHG inventory as the baseline for comparing progress in reducing greenhouse gases over time.

- Actions: We will propose specific actions that can be taken by City, community, businesses, and individuals to meet the targets for each work area and include the following for each action: 1) whether the action is a high, medium, or low priority; 2) description of the action; 3) a timeline to complete; and 4) resources needed to accomplish.

2.1 Mitigation: In our workplan, we will identify eight areas for reducing Island-wide GHG emissions.

- Electrical generation;
- Transportation;
- Buildings;
- Land Use;
- Waste Management;
- Forestry and agriculture; and
- Consumption

In addition, when appropriate, we will break down each of the work areas above into subcategories. For example, for transportation we would break it down into public transportation, electric vehicles, and non-motorized transportation.

2.2 Adaptation: Similar to the mitigation section, we will establish targets and specific actions to help the Island meet the adaptation targets. We will identify two main work areas for adaptation.

- Vulnerability Assessments: We will propose that the City expands the Bainbridge Island Climate Impact Assessment to complete mapped assessments of the threat to the island from sea level rise, altered precipitation and recharge potential, and other impacts.

- City Operations: We will propose that the City adopt policy guidance/asset management strategies that will minimize or ameliorate the impacts of climate change on our community and our Island's ecosystems through climate-informed policies, programs and development regulations.

2.3 Community Engagement: An important work area for the CCAC is to work in collaboration with the City and other Island groups to provide education and outreach on climate change to the community. We will identify three main work areas for community engagement.

- Awareness: We will propose that the CCAC in collaboration with the City and others convene at least quarterly programs on issues relating to climate change and how the City is addressing this in their daily business and to conduct a yearly Climate Change Awareness Week in Conjunction with Earth Month.
- Island Collaboration: We will propose to work with the City to establish formal collaborations with existing Island efforts by island organizations (e.g., non-profits, community groups) and create a multi-governmental task force to create a collaborative approach to implementing actions to achieve all City goals that includes other relevant entities on Bainbridge Island (e.g., BISD, BIFD, and Parks and Rec).
- Regional Collaboration: We will propose to support and advise the City in engaging in regional climate change efforts with benefits such as sharing best practices and lessons learned and improve collaboration across jurisdictions.

If you have questions or would like us to attend a Council meeting to discuss these issues in more depth please contact either James Rufo-Hill or Lara Hansen.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:35 PM) Historic Preservation Commission 2018 Annual Report and 2019 Work Plan,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to forward the Historic Preservation Commission's 2018 annual report and 2019 work plan, as presented, for acceptance with the March 12, 2019 Consent Agenda.

SUMMARY:
A representative from the Historic Preservation Commission will present the commission's 2018 annual report and 2019 work plan.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Historic Preservation Commission 2018 Annual Report and 2019 Work Plan

FISCAL DETAILS:

Fund Name(s):

Coding:

Historic Preservation Commission
2018 Summary of Activities

I. Local Historic Register Property Plaques:

A. The Commission designed and ordered aluminum signs for each of the 34 properties listed on the Local Historic Register. The signs include the historic structure or property name and the date it was constructed or established. The signs have been distributed to property owners and many have been installed on site.

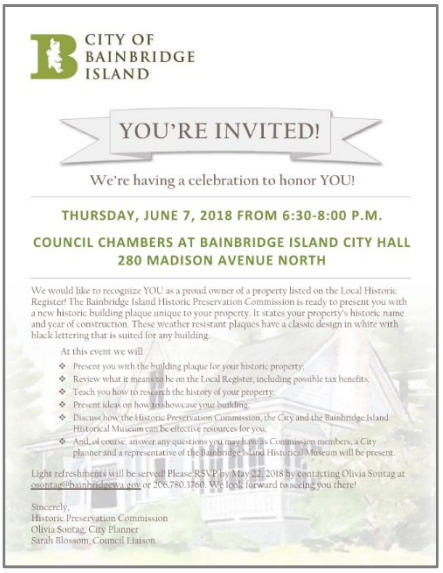
II. Historic Preservation Plaque Ceremony: June 7, 2018, Council Chambers

A. The event had attendance from owners and representatives of 22 Local Historic Register properties and 6 Register Eligible properties.

B. The Commission showcased photos of each of the 34 properties while presenting plaques to property owners.

C. The Commission presented on the benefits of being on the Local Historic Register, zoning relief and incentives for properties on the Register, how a property is considered eligible for the Register, and the nomination and review process for placement on the Register.

D. The Commission gave a step by step presentation on how to research a historic property using the Washington State Dept of Archeology and Historic Preservation database (WISSARD), historic maps, and title searches.


CITY OF BAINBRIDGE ISLAND

YOU'RE INVITED!

We're having a celebration to honor YOU!

THURSDAY, JUNE 7, 2018 FROM 6:30-8:00 P.M.

COUNCIL CHAMBERS AT BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE NORTH

We would like to recognize YOU as a proud owner of a property listed on the Local Historic Register! The Bainbridge Island Historic Preservation Commission is ready to present you with a new historic building plaque unique to your property. It states your property's historic name and year of construction. These weather resistant plaques have a classic design in white with black lettering that is suited for any building.

At this event we will:

- Present you with the building plaque for your historic property;
- Review what it means to be on the Local Register, including possible tax benefits;
- Teach you how to research the history of your property;
- Present ideas on how to showcase your building;
- Discuss how the Historic Preservation Commission, the City and the Bainbridge Island Historical Museum can be effective resources for you;
- And, of course, answer any questions you may have! Six Commission members, a City planner and a representative of the Bainbridge Island Historical Museum will be present.

Light refreshments will be served. Please RSVP by May 22, 2018 by contacting Olivia Sontag at osontag@bainbridgewa.gov or 206.780.3760. We look forward to seeing you there!

Sincerely,
Historic Preservation Commission
Olivia Sontag, City Planner
Sarah Blossom, Council Liaison

E. The Commission polled the audience about future events and how property owners would like to be involved in historic preservation efforts. The feedback was positive, and owners requested more events and opportunities to learn about other historic properties.

F. The Commission provided handouts for each of the topics discussed throughout the evening such as nomination forms, criteria to be eligible for the Local Historic Register, tax valuation information, Secretary of the Interior's Standards for preservation, rehabilitation, restoration, reconstruction, and a sheet of helpful links when trying to research a property.

III. Identification of Register Eligible Properties:

A. Updates to the City's Historic Preservation Program in 2016 established a process for identifying properties eligible for the Local Historic Register and a review process required when an applicant proposes changes to the exterior of a Register Eligible property.

i. The Commission sent letters to 10 Japanese and Filipino American Farms outlining their Register Eligible status. These properties were identified using the Japanese and Filipino American Farms report completed by Rittergrup in 2014.

ii. The Commission sent letters to 20 Single Family Residences outlining their Register Eligible status. These properties were identified using the Bainbridge Island Historic Resources Survey and Inventory report completed by Confluence Environmental Company in 2017.

B. The Commission determined register eligible status for a home at 750 Madison Avenue N and sent a letter outlining their Register Eligible status.
   i. The house was constructed in 1903 and was owned by the Wallace Family.
   ii. A site visit in March revealed that while the original owner was someone of importance in early Island history, the structure had some significant alterations and additions.
   iii. A second site visit in April confirmed that much of the original architectural integrity remained sound, the structure is one of the few original buildings still standing on Madison, and the significance of the original owner warrants its preservation.

C. The Commission applied for, but did not receive, a $12,000 grant from DAHP to identify more Register Eligible structures from the City's Historic Inventory.

IV. Additions to the Local Historic Register:

A. Reviewed and approved the nomination of 4566 Point White Drive NE (Lumber Building).
   i. The building was constructed in 1925 from stock wood provided by the Port Blakely Mill Company prior to its closure in 1927.
   ii. The building was an active Lumber and Building Supply Store until 1987 and specialized in commercial and industrial lumber supplies.
   iii. The business was renamed Bainbridge Island Lumber from Larson Lumber after being sold by the Larson family to the Kasperson family.
   iv. It is historically significant because it is linked to history directly related to the post-mill events, the development of Lynnwood Center, and the Scandinavian heritage of the Island.

B. Reviewed and approved the nomination of 317 Cave Avenue NE (Anton Suttora House).
   i. The house was constructed in 1908 by an employee of the Winslow Marine and Railway Company. It was purchased by John Ugles (formerly Uglesich) circa 1925 and owned until 1970. The owner was connected with the Croatian community on the Island.
   ii. The house is connected with the shipbuilding industry of the Island (shipyard worker whose employer was successor to the Hall Brothers Ship Building Company).
   iii. The Winslow Marine and Railway Company contributed to the World War II naval fleet with its construction of destroyers.
   iv. It was constructed in the early 20th Century Foursquare pyramid roof style. The structure was minimally altered except for dismantling of a chimney in the center due to seismic hazards. The building materials, including the wood frame windows, meet the context standards required for historic consideration.

C. Reviewed and approved the nomination of 481 Madison Avenue N (William Grow House).

i. The house was constructed circa 1888 for William Ambrose Grow. William's family migrated to the Island from Kansas by train in 1880. William's sons joined a wagon train to bring the family's belongings to the Island.
ii. The home was constructed one year before Washington statehood. The home stands where originally constructed. One historic photograph taken in 1905 depicts the home surrounded by evident tree clearing which reflects the City's economic history in timber harvesting.
iii. The building is an "I-house" style, a vernacular architectural style. The I-house developed from traditional 17th century British folk house types, such as the central-passage house. This house form became popular in the Mid-Atlantic and Southern United States at an early date but was found throughout most settled areas of the country by the mid-19th century.
iv. Several later additions to the house were made. These additions were not included in the nomination and only the easterly portion of the structure was added to the Local Historic Register, making it the 35th property on the Register.

V. Review of Local Historic Register and Register Eligible Properties:

A. Issued a Certificate of Appropriateness for 9705 NE Evergreen Avenue (Fort Ward Bakery).

i. The 1910 building was placed on the Local Historic Register in 2014.
ii. The owner proposed to restore the exterior and convert the interior of the historic Fort Ward Bakery building in the Fort Ward Historic Overlay District to serve as a community hall for the Fort Ward neighborhood. The building will be operated and maintained by the Bainbridge Island Metro Park and Recreation District (BIMPRD) and Kitsap Sewer District 7. A building permit has been issued.
iii. The structure is in a Georgian Colonial architectural style and is one of only two historic military structures with a cupola (Ft. DuPont in Delaware is the other).
iv. The work involves restoration of the original windows which were covered with brickwork during its use as a power generation plant. Subsequent additions made after 1960 will be demolished. The original doors were discovered at a nearby property and will be used in the restoration of the building.

B. Issued a Waiver for a re-roof and exterior paint update for 215 Ericksen Avenue NE (Bainbridge Island Historical Museum/Island Center Schoolhouse).
i. The 1908 building was placed on the Local Historic Register in 2006.
ii. They replaced the roof with the same type of roofing and general color as the existing roofing. They also repainted the exterior using the same color as existing.

C. Recommended zoning relief for 568 Ericksen Avenue NE (Henry Groos House).

i. The 1905 home was placed on the Local Historic Register in 2017.

ii. The owner is proposing to construct 6 townhomes with the Winslow Ravine view corridor running through the middle of the property where the driveway is proposed. To maintain the minimum view corridor and meet all setbacks to the Winslow Ravine, the owner requested zoning relief to the standards of a landscape buffer along portions of the southern property line. The zoning relief will allow them to maintain the Winslow Ravine view corridor. Zoning relief for properties listed on the Local Historic Register allows the Commission to recommend to waive or modify development standards such as landscape buffers. The Planning Director may approve these modifications through an administrative conditional use permit.

iii. To be consistent with the original color of the historic structure, the owner proposes to paint it white and paint the townhomes using a white, grey, and blue color palette. The owner also proposes to raise the original house to make it more visible from the street and add a basement apartment to be used as affordable housing.

iv. Any restoration of the Henry Groos House will be required to comply with the Secretary of the Interior's Standards. The Commission suggested trimming of the hedges and limiting landscaping in front of the structure to maintain visibility from Ericksen.

v. A formal review by the Commission and a Certificate of Appropriateness will be required prior to issuance of a building permit for any proposed changes to the structure.

D. Recommended zoning relief for 481 Madison Avenue N (William Grow House).

i. The 1888 home was placed on the Local Historic Register in 2019.

ii. The property owner owns two additional lots, one to the north and one to the south which includes the Bainbridge Cinema and car wash/auto shop. The car wash and auto shop are non-conforming uses in this zoning district that have been in continuous use since the 1920s. The business needs to be moved in part due to the construction of a traffic circle on Wyatt and Madison. Movement of the use is also motivated by proposed redevelopment of the site. As a nonconforming use, if the use or structure is moved or demolished, it cannot be reconstructed. Zoning relief for properties listed on the Local Historic Register allows the Commission to recommend approval for a use not otherwise permitted in a certain zone. The Planning Director may approve said use through an administrative conditional use permit.

iii. The owner plans to restore the original home and place a foundation under the building. The additions are not in good condition and were not included on the nomination to the Local Historic Register.

iv. Any restoration of the William Grow House will be required to comply with the Secretary of the Interior's Standards and must preserve landscaping around the building to retain the context of the historic structure.

v. A formal review by the Commission and a Certificate of Appropriateness will be required prior to issuance of a building permit for any proposed changes to the structure.

E. Reviewed proposed alterations to 4566 Point White Drive NE (Lumber Building).
   i. The 1925 building was placed on the Local Historic Register in 2018.
   ii. The owner proposes to keep the existing uses as light industrial and office space to use for a startup company called Ripe Locker. Ripe Locker LLC puts highly perishable foods under low pressure to allow shipment over long distances while reducing the risk of spoilage. The owner has a history of restoration of historic buildings in the community.
   iii. The owner is restoring the face of the building and is not proposing any changes with exception of moving a utility box because it is a hazard and not part of the original building. The southernmost portion of the building is a poorly constructed addition with varying rooflines that have caused water pooling. The roof on the addition will be modified from a flat roof to a shed roof in one area and from a shed roof to a gabled roof in another area to address drainage concerns. Several windows on the addition will also be relocated. The Commission was not concerned with these areas because they are part of the addition and are not visible from Point White Drive. The owner is also proposing to reduce the size of the overwater deck and remove all creosote pilings from the old dock, improving the shoreline environment.
   iv. A formal review by the Commission and a Certificate of Appropriateness will be required prior to issuance of a building permit for any proposed changes to the structure.

F. Reviewed proposed alterations to 9500 Bucsit Lane NE (Bucsit Farm).
   i. The home and property were owned by Manuel Bucsit who came to the Island from the Philippines in 1928. In addition to farming, Mr. Bucsit also worked for the Puget Sound Naval Shipyard and was a primary developer of irrigation systems used by Island farmers and residents.

   ii. Proposed alterations involved replacement of shingles, siding, and replacement of windows.
   iii. The Commission commented that if the owner added the structure to the Local Historic Register, it would be eligible for tax deductions for restoration and remodeling and restoration. The Commission also suggested that siding and window replacements be similar to the existing materials to maintain the historic character.

G. Reviewed demo permits for buildings over 50 years old and issued comments where appropriate.

Historic Preservation Commission
2019 Proposed Work Plan

I. Updates to Historic Preservation Commission Webpage:
   A. Update the Historic Register page on the City's website to display a current list of Local Historic Register properties with a link to the file on the City's Online Permit Center.
   B. Update the Historic Preservation Commission page on the City's website to provide current information and reorganize to be more user-friendly.

II. Suyematsu Farmstead:
   A. Seek City Council approval to apply for a Heritage Barn Grant through the Department of Archaeology and Historic Preservation (DAHP) to begin restoration work for the barn as identified in the Suyematsu Farm Historic Structures Report and Feasibility Study.
      i. The barn is the oldest structure on the site. Parts of the structure are deteriorating, and external buttresses have been added for temporary stabilization. The barn is on the Washington State Historic Barn Register, and is eligible for a Heritage Barn Grant directed at barn restoration.
      ii. The goal is to stabilize the structure so that external buttresses are not needed and so that the foundation is sound. Rotting members would be replaced in-kind. This would restore the barn for use as a historic diorama, but would not alter the interior or allow it to be entered by the public. The interior of the barn will not be addressed until a community partner or use for the structure has been identified.
      iii. Grant Details:
         a. Application Deadline for 2019-2021 Biennium: Fall 2019
         b. Total Funds Needed:
            $25,000 Barn Stabilization/Restoration
            +$5,000 Project Manager
            $30,000 Total
         c. The Heritage Barn Grant Program requires a 1:1 match. The Historic Preservation Commission plans to ask City Council for permission to apply for the grant, requesting $15,000 (cash and in-kind combination) to match the $15,000 requested from DAHP. The average amount awarded by DAHP is $22,500.

III. Community Outreach:
   A. Publish a bi-monthly feature of properties listed on the Local Historic Register. Content will include a brief summary of the property and several photos which will be created at regularly scheduled meetings. Content will be provided to the City's Communications Coordinator who will post them on the City's Facebook page.
      i. Staff Resources:
         a. 6 Facebook Features
            x 0.5 Hours per Feature
            3 Hours Total

B. May is national preservation month and the Historic Preservation Commission would like to participate in the 'This Place Matters' national campaign through the National Trust for Historic Preservation (NTHP) which encourages communities to celebrate the places that are meaningful to them. NTHP provides free downloadable signage, graphics for social media platforms, and a toolkit on how to create your campaign. Before May, the Historic Preservation Commission will provide the City's Communications Coordinator with content to post on the City's Facebook page explaining how the campaign works and asking the community to post pictures with their favorite places on Bainbridge Island. To launch the campaign, the Commissioners will take photos of themselves with their favorite places and will post these on the City's Facebook page.

   i. Staff Resources:
      a. 2 Facebook Posts
         x 0.5 Hours per Post
         1 Hour Total
   ii. Other Resources:
      a. 50 Cardstock Signs
         x $0.24 per Sign
         $12.00 Total

C. Organize a tour of a property on the Local Historic Register in response to community feedback. The owners of the Yates House (6551 Wing Point Road) have graciously offered to open their home for a tour. The Historic Preservation Commission will assist in organizing a small tour of the 100-year-old historic log house over the summer.

IV. Continue Ongoing Duties:
   A. Continue to maintain and periodically update a local historic inventory of properties and the Local Historic Register.
   B. Continue to review and act upon nominations to the Local Historic Register, State and National Register, Heritage Tree Register, and recognition of heritage properties.
   C. Continue to review and comment on demolition permits.
   D. Continue to review proposals to alter, reconstruct, remodel or restore the exterior of, move or demolish Register Eligible and Local Historic Register properties.
   E. Consult with property owners, as needed, on historic preservation issues.
   F. Advise the City, as requested, on matters of City history and historic preservation or actions affecting the historic resources of the City.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (7:45 PM) Resolution No. 2019-13 Related to Amendments to Article I of the Ethics Program - Executive,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

Discussion related to proposed Resolution No. 2019-13, including regarding establishing standards under which the Ethics Board and City Council will evaluate alleged Article I violations.

SUMMARY:

This item is for the City Council to discuss Resolution No. 2019-13, which would amend the City's Ethics Program to memorialize and incorporate motions that the Council passed on February 5, 2019, related to the authority of the Ethics Board and the Council to consider alleged violations of Article I of the Program, and to further amend the Program to establish clear standards to evaluate alleged Article I violations, and to clarify the available remedies for Article I violations.

FISCAL IMPACT:

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

BACKGROUND:

At its meeting on February 5, 2019, the City Council passed a motion which clarified the City's Ethics Program to clearly state in Article I of the Program that the Ethics Board has the authority to consider all requests and complaints referred to the Board and submitted by any person related to alleged violations of Article I involving City Councilmembers or members of City Committees or Commissions, and to consider such requests and

complaints as requests for Advisory Opinions for which the Board will issue such an Opinion, and that to the extent that any other provision in the Program is unclear regarding such authority, or conflicts with such authority, this statement of authority governs.

On February 5, 2019, the Council also passed a motion to direct the City Attorney to recommend to the Council clear standards related to evaluation of requests for Advisory Opinions brought under Article I of the Ethics Program.

Resolution No. 2019-13 (attached) would amend the Ethics Program as above described and would also add clarity related to available remedies. The standards included in the Resolution are based on:

-- What is currently articulated in Article I of the Program;

-- Standards that the current Ethics Board has articulated in its Advisory Opinions; and

-- Standards adopted by the Washington State Legislature in 2019 via House Concurrent Resolution 4401 (attached).

ATTACHMENTS:

Resolution No. 2019-13 Revising Ethics Program Related to Article I

HCR 4401 Regarding Code of Conduct

Resolution No. 2018-10 Updating Ethics Program (Approved 3-27-18)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2019-13

A RESOLUTION of the City Council of Bainbridge Island, Washington, approving an amendment to the City's Ethics Program in accordance with Chapter 2.07 BIMC.

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

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

WHEREAS, on March 23, 2011, the City Council passed Resolution No. 2011-07, adopting a revised Ethics Program for the City of Bainbridge Island; and

WHEREAS, on May 18, 2011, the City Council passed Resolution No. 2011-13, amending the City's Ethics Program; and

WHEREAS, on August 22, 2012, the City Council passed Resolution No. 2012-11, amending the City's Ethics Program; and

WHEREAS, on March 27, 2018, the City Council passed Resolution No. 2018-10, amending the City's Ethics Program; and

WHEREAS, on February 5, 2019, the City Council passed a motion which clarified the Ethics Program to clearly state in Article I of the Program that the Ethics Board has the authority to consider all requests and complaints referred to the Board and submitted by any person related to alleged violations of Article I involving City Councilmembers or members of City Committees or Commissions, and to consider such requests and complaints as requests for Advisory Opinions for which the Board will issue such an Opinion, and that to the extent that any other provision in the Program is unclear regarding such authority, or conflicts with such authority, this statement of authority governs; and

WHEREAS, on February 5, 2019, the City Council also passed a motion to direct the City Attorney to recommend to the Council clear standards related to evaluation of requests for Advisory Opinions brought under Article I of the Ethics Program; and

WHEREAS, the City Council finds that it is in the best interest of the City of Bainbridge Island to further amend the City's Ethics Program accordingly.

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

Section 1. Pursuant to BIMC 2.07.010 and the motions passed by the City Council on February 5, 2019, as above described in the "Whereas" clauses, the City of Bainbridge Island Ethics Program is hereby amended to further memorialize that the Program has been amended by

those motions, to incorporate the intent of those motions into the Program, and to further amend the Program by adding a new Section E of Article I as follows:

E. Article I – Scope of Authority, Standards, and Remedies

1. Ethics Board Authority Related to Alleged Article I Violations.

a. Any person may submit to the City Clerk a written request or complaint related to an alleged violation of Article I.

b. With respect to Article I, the Ethics Board's authority is limited to consideration of requests and complaints forwarded to it by the City Clerk that relate to alleged violations of Article I involving City Councilmembers or members of City Committees or Commissions.

c. The Ethics Board shall consider such requests and complaints as requests for Advisory Opinions for which the Board will issue such an Opinion.

d. To the extent that any other provision in the Ethics Program is unclear regarding such authority, or conflicts with such authority, this statement of authority governs.

2. Standards to Evaluate Alleged Article I Violations.

Regarding the Core Values and Ethics Principles that are described in Section B and Section C of Article I and otherwise in the Ethics Program, the City Council has determined that it is imperative to provide clear standards by which the Ethics Board and the Council shall evaluate alleged violations of Article I. The Council regards the Ethics Program as a resource to support ethical behavior (e.g., via education and training) and a means to achieve accountability for ethical conduct, but the Council is also mindful that the Program should not be used as a tool to pursue political objectives.

In evaluating alleged Article I violations related to the expectations described directly below, the Council and the Ethics Board shall determine whether a violation has occurred based on answering "yes" to the following question:

Would an unbiased, disinterested, and reasonable person find that the communication or conduct at issue violates Article I by clearly failing to meet one or more of the expectations described below?

The Article I expectations are as follows:

City Councilmembers and members of City Committees or Commissions are expected to:

a. Treat all others with honesty, integrity, dignity, and civility, including by not impugning the motives of others, not intentionally misrepresenting the communications of others, not claiming a lack of intelligence on the part of others, and not defaming or degrading others or the Council, Committee, or Commission on which the member serves.

b. Act with fairness and impartiality in the application, consideration, modification, or adoption of policies and directives.

c. Act with equality and mutual respect with regard to interpersonal conduct.

d. Act in a manner that demonstrates responsibility for the stewardship of public resources by ensuring that public monies, property, and other resources are used and conserved in a responsible manner that takes into consideration both the present and future needs of the community.

e. Act in a manner that demonstrates accountability for the results of efforts by the Council, Committee, or Commission on which the member serves.

f. Promote the public good and preserve the public's trust by being transparent and honest in all public statements and written communications.

g. Conduct themselves with self-awareness, self-respect, and professionalism.

h. Refrain from engaging in hostile, intimidating, offensive, or unlawful activities or behaviors that may amount to discrimination, harassment, sexual harassment, or bullying.

3. Article I Violations and Remedies.

a. In issuing Advisory Opinions, as referenced, for example, in Article III, Section E., of the Ethics Program, the Ethics Board shall transmit the Board's Opinion to the requestor of the Opinion and publish the Opinion on the City's website. The Board shall also transmit the Opinion to the subject of the request (i.e., City Councilmember or member of City Committee or Commission) and to the City Council.

b. Upon such a transmittal of an Advisory Opinion by the Ethics Board to the City Council, the Council, at a meeting open to the public, may vote to review the Opinion.

c. If the Council votes to review the Board's Opinion, and if the Council concurs with the Opinion, the Council has the discretion to determine if a sanction is appropriate and, if so, what that sanction will be. Such a sanction, for example, could range from a general statement of disapproval to a formal censure.

d. Alternatively, if the Council votes to review the Board's Opinion, and if the Council does not concur with the Opinion of the Board, the Council has the discretion to conclude that the Council's opinion is that no violation of Article I has occurred. If the Council so concludes, the Council shall clearly state the basis upon which it has reached a different conclusion than that reached by the Board.

Section 2. Except as modified herein, all other provisions of the Ethics Program shall remain in full force and effect. However, if any of those other provisions conflict with the modifications made via this Resolution, the provisions of this Resolution shall govern.

PASSED by the City Council this _____ day of February, 2019.

APPROVED by the Mayor this _____ day of February, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: February 22, 2019
PASSED BY THE CITY COUNCIL: _____, 2019
RESOLUTION NO. 2019-13

CERTIFICATION OF ENROLLMENT

HOUSE CONCURRENT RESOLUTION 4401

66th Legislature
2019 Regular Session

Adopted by the House January 24, 2019

Speaker of the House of Representatives

Adopted by the Senate January 30, 2019

President of the Senate

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE CONCURRENT RESOLUTION 4401** as passed by House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

Secretary of State
State of Washington

HOUSE CONCURRENT RESOLUTION 4401

Passed Legislature - 2019 Regular Session

State of Washington 66th Legislature 2019 Regular Session

By Representatives Macri, Mosbrucker, Peterson, Doglio, Ryu, Orwall, Pellicciotti, Fey, Sells, Goodman, Shewmake, Wylie, Fitzgibbon, Kilduff, Senn, Appleton, Chapman, Rude, Lovick, Ortiz-Self, Paul, Springer, Slatter, Callan, Walen, Gregerson, Dolan, Irwin, Ramos, Thai, Pettigrew, Valdez, Bergquist, MacEwen, Robinson, Smith, Steele, Stokesbary, Van Werven, Gildon, Barkis, Griffey, Dufault, Stanford, Ormsby, Kirby, Maycumber, Tharinger, Cody, Eslick, Hudgins, Sutherland, Jinkins, Lekanoff, Pollet, Stonier, Frame, Davis, Leavitt, Dent, Dye, Graham, Reeves, Sullivan, and Riccelli

Read first time 01/24/19.

WHEREAS, All members of the Washington State legislative community have the right to work in a legislative environment that is safe and respectful and free from unsolicited, unwelcome, and inappropriate comments or conduct; and

WHEREAS, Both the House of Representatives and Senate have undertaken efforts to review and revise their respectful workplace policies and established work groups in each chamber to make appropriate recommendations; and

WHEREAS, Both work groups recommended adoption of a Code of Conduct;

NOW, THEREFORE, BE IT RESOLVED, By the House of Representatives of the state of Washington, the Senate concurring, That the following be adopted as the Code of Conduct of the Washington State Legislature:

The Legislature is committed to maintaining a professional and respectful environment for all members of the legislative community. As stewards of the public trust, each member of the legislative community is expected to:

(1) Conduct themselves with self-awareness, self-respect, and professionalism;

(2) Treat all others with respect, dignity, and civility, regardless of status or position; and

(3) Refrain from engaging in hostile, intimidating, offensive, or unlawful activities or behaviors that may amount to discrimination, harassment, sexual harassment, or bullying.

This Code of Conduct applies equally and at all times to all members of the legislative community, both on and off the capitol campus; and

BE IT FURTHER RESOLVED, That the Chief Clerk of the House of Representatives and the Secretary of the Senate distribute this Code of Conduct to all members and employees of the legislative branch and to all persons registered as lobbyists pursuant to state law, and conspicuously post this Code of Conduct in all legislative facilities.

--- END ---

RESOLUTION NO. 2018-10

A RESOLUTION of the City Council of Bainbridge Island, Washington, approving an amendment to the Ethics Program for the City of Bainbridge Island in accordance with Chapter 2.07 BIMC.

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

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

WHEREAS, on March 23, 2011, the City Council passed Resolution No. 2011-07, adopting a revised ethics program for the City of Bainbridge Island; and

WHEREAS, on May 18, 2011, the City Council passed Resolution No. 2011-13, amending the City's ethics program; and

WHEREAS, on August 22, 2012, the City Council passed Resolution No. 2012-11, amending the City's ethics program; and

WHEREAS, Article V.C of the ethics program requires the Ethics Board to submit an annual report to the Mayor and the City Council summarizing its activities during the previous calendar year and making recommendations for modifying the City's ethics program; and

WHEREAS, on March 20, 2018, the Ethics Board submitted its annual report to the City Council and made recommendations for modifying the City's ethics program; and

WHEREAS, the City Council finds that it is in the best interest of the City of Bainbridge Island to adopt the Ethics Board's recommendations modifying the City's ethics program.

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

Section 1. The ethics programs adopted or amended by Resolution No. 2006-25, Resolution No. 2011-07, Resolution No. 2011-13, and Resolution No. 2012-11 are hereby repealed in their entirety.

Section 2. Pursuant to BIMC 2.07.010, the City of Bainbridge Island Ethics Program attached hereto and made a part hereof by this reference is hereby approved and adopted as the Ethics Program for the City of Bainbridge Island.

PASSED by the City Council this 27th day of March, 2018.

APPROVED by the Mayor this 27th day of March, 2018.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK: March 16, 2018
PASSED BY THE CITY COUNCIL: March 27, 2018
RESOLUTION NO. 2018-10

Ethics Program

CITY OF BAINBRIDGE ISLAND
ETHICS PROGRAM

Updated 3/27/18
Resolution No. 2018-10

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION, PURPOSE, AND ADMINISTRATION OF PROGRAM....3
A. Preamble....3
B. Core Values....3
C. Ethics Principles....4
D. Ethics Program....5
ARTICLE II - CODE OF ETHICS....6
A. Gifts and Compensation....6
B. Use of City Property by Elected Officials....7
C. Confidentiality....7
D. Conflict of Interest - General....7
E. Conflict of Interest–After Leaving Elected City Office....8
F. Conflict of Interest - Family Members of Elected Officials....9
G. Conflict of Interest - Contractors....9
I. Conduct of Public Meetings....9
ARTICLE III - ENFORCEMENT OF THE ETHICS PROGRAM....10
A. Responsibilities of the Ethics Board....10
B. Submission of Ethics Complaints....10
C. Review of Complaints Concerning City Employees....10
D. Review of Complaints by Ethics Board....11
F. Advisory Opinions....13
G. Waivers....13
H. Effect of Advisory Opinion or Waiver....13
I. Reporting....13
ARTICLE IV - FOLLOW-UP TO ETHICS COMPLAINTS....14
A. City Council Review of Complaints....14
B. Hearing before City Hearing Examiner....15
C. Action by City Council upon Hearing Examiner's Findings and Conclusion....15
ARTICLE V - ETHICS BOARD....16
A. Purpose of the Ethics Board....16
B. Training....17
C. Annual Report....17
D. Creation, Terms, and Appointments....17
ARTICLE VI - DEFINITIONS....19

CITY OF BAINBRIDGE ISLAND ETHICS PROGRAM

ARTICLE I -
INTRODUCTION, PURPOSE, AND ADMINISTRATION OF PROGRAM

A. Preamble

The City of Bainbridge Island has adopted the following Core Values and Ethics Principles to promote and maintain the highest standards of personal and professional conduct among all the people who comprise the City's government. The optimal operation of democratic government requires that all of its decision-makers be fair and accountable to the people they serve.

All elected and appointed officials, City employees, volunteers, members of Commissions and Committees, and all others who participate in the City's government are expected to adhere to these Core Values and Ethics Principles, apply them to their specific responsibilities, and make them a common aspect of their work.

B. Core Values (adopted by Resolution 97-25)

1. Service, Helpfulness, Innovation

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

2. Integrity

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

3. Equality, Fairness, Mutual Respect

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

4. Responsibility, Stewardship, Recognition

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

C. Ethics Principles

1. Obligations to the Public

Following the highest standards of public service, all those associated with the government of the City of Bainbridge Island will act to promote the public good and preserve the public's trust. In practice, this principle looks like:

a. Public meetings and other proceedings conducted in accordance with the Best Practices articulated and issued by the City's Ethics Board (http://www.ci.bainbridge-isl.wa.us/ethics_board.aspx)

b. Transparency and honesty in all public statements and written communications.

2. Obligations to Others

In order to sustain a culture of ethical integrity, all those associated with the government of the City of Bainbridge Island will treat each other and the public with respect and be guided by applicable codes of ethics, labor agreements, and professional codes. In practice, this principle looks like:

a. Elected and appointed officials, all City employees, and members of citizen Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Washington State statute RCW 42.23 and this Code of Ethics) and obtain annual education regarding such rules.

b. All those associated with the government of the City of Bainbridge Island shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

In recognition of the importance of stewardship, all those associated with the government of the City of Bainbridge Island will use and allocate public monies, property, and other resources in a responsible manner that takes into consideration both present and future needs of the community. In practice, this principle looks like:

a. All those associated with the government of the City of Bainbridge Island shall, to the extent possible, seek advice regarding the use of public resources from citizens and staff experts in order to ensure that public resources are used and conserved for the public good.

b. All those associated with the government of the City of Bainbridge Island shall ensure that paid experts and consultants who provide advice regarding the use of public resources shall be impartial and free of conflicts of interest.

D. Ethics Program

1. Purpose of the Ethics Program

All those associated with City government, including elected officials, employees, members of City Committees and Commissions, seek to earn and maintain confidence in the City's services and the public's trust in its decision-makers. Our decisions and our work must meet the most rigorous ethical standards and demonstrate the highest levels of achievement in following the Core Values and Ethics Principles. It is therefore the purpose of this program to:

a. Articulate the Core Values and Ethics Principles that will guide the conduct of City affairs and of all people associated with City government;

b. Establish standards of ethical conduct in a Code of Ethics for elected officials and members of City Committees and Commissions;

c. Provide training and clarification concerning the Core Values, Ethics Principles, and the Code of Ethics;

d. Establish a system that enables all citizens, including members of City government, to seek advice and assistance regarding possible ethical violations;

e. Provide a process to review possible violations of the Code of Ethics by elected officials and members of City Committees and Commissions;

f. Maintain an Ethics Board to assist with the administration of the program; and

g. Provide a comprehensive Ethics Program for the City, ensuring that the ethics standards and the procedures for enforcing them that apply to City employees, including policies and collective bargaining agreements, are consistent with the Core Values and Ethics Principles which apply to all persons associated with City government.

2. Administration of the Ethics Program

The Core Values and Ethics Principles apply to all persons associated with City government. However, there are two sets of rule-based standards, which are separately enforced. The Code of Ethics (Article II of this document) applies to elected and appointed officials, and members of City Committees and Commissions.

The Code of Ethics is enforced by the City Council (as detailed in Article III of this document). A set of guidelines and ethical standards included in the *City of Bainbridge Island Employee Manual* applies to all City employees and is enforced by City administration.

ARTICLE II -
CODE OF ETHICS

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

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

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

2. Exceptions to Gift Limitations

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

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

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

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

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

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

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

g. Reasonable and necessary costs to attend a conference or meeting that is directly related to the official or ceremonial duties of the elected official, *provided* that any payment of substantial travel or lodging expenses by any person or entity regulated by

the City or doing or seeking to do business with City must be approved in advance by the Mayor or, if the Mayor is the recipient, by the Mayor Pro Tem.

3. **Immediate Family Gift Exception**

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

B. Use of City Property by Elected Officials

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

2. From the time that an elected official declares or publicly states that he or she intends to run for re-election until the conclusion of the respective general election, that elected official shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television or bulk mailing) that contains the name or image of that elected official unless the names or images of all City elected officials appear in the media being purchased.

C. Confidentiality

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

D. Conflict of Interest – General

1. **Applications of Conflict of Interest**

Except as permitted in subsection (b) below, an elected official or member of a City Committee or Commission shall not directly, or indirectly through a subordinate or fellow officer, official or employee, take any direct official action on a matter on behalf of the City if he or she, or a member of the immediate family:

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

b. Has other financial or private interest in that matter (which includes serving on a Board of Directors for any organization); or

c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by the action.

2. Conflict of Interest Exceptions for Elected Officials

Subsection (1) above shall not apply when the elected official:

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

b. Decides to represent himself or herself before the City Council, Hearing Examiner or any other City board, commission or agency, provided that the individual does not also participate in any way in that board's deliberations or decision in an official capacity;

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

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

e. Makes decisions on any other legislative or regulatory action of general applicability, unless these actions directly affect, or appear to affect the official's or immediate family member's employment.

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

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

Subsection (1) above shall not apply to a member of a City Committee or Commission provided that the member fully discloses the financial interest on the public record of the City Committee or Commission and the Committee or Commission votes to allow the person to participate in discussion or the vote.

4. Disclosure for Elected Officials

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

E. Conflict of Interest–After Leaving Elected City Office

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

2. For two (2) years after leaving elected City office, no former elected official shall engage in any action or litigation in which the City is involved, on behalf of any other person or

entity, when the action or litigation involves an issue on which the person took direct official action while in elected City office.

F. **Conflict of Interest - Family Members of Elected Officials**

1. Appointment of Family Members

Unless he or she obtains a waiver from the Ethics Board, no elected official shall appoint or hire a member of his or her immediate family for any type of employment with the City. This includes, but is not limited to, full time employment, part time employment, permanent employment, temporary employment, and contract employment.

2. Supervision of Family Members

No elected official shall supervise or be in a direct line of supervision over a member of his or her immediate family. If an elected official is placed in a direct line of supervision of a member of his or her immediate family, he or she shall have three (3) months to come into compliance or to obtain a waiver pursuant to section (3) below.

3. Waivers

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

G. **Conflict of Interest - Contractors**

Every major contractor submitting bids to the City shall include a statement affirming that he or she has read the Code of Ethics and agrees to abide by its guiding principles and rules. Further, the contractor affirms that neither the contractor nor any agent of the contractor has made any prohibited gift to an elected official who is involved in direct official action on the bid or has a relationship to such an official that would create a conflict of interest for that official.

H. **Conflict of Interest - Citizens serving on City Committees and Commissions**

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

I. **Conduct of Public Meetings**

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

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are

encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

ARTICLE III -
ENFORCEMENT OF THE ETHICS PROGRAM

A. Responsibilities of the Ethics Board

1. In considering any matter brought to its attention for action, the Ethics Board shall interpret and apply the Code of Ethics in favor of promoting the City's Core Values and Ethics Principles, protecting the public's interest in full disclosure of conflicts of interest, and promoting ethical behavior.

2. The Ethics Board shall handle the following matters:

   a. Complaints involving alleged violations of the Code of Ethics, Article II, by elected officials, members of City Committees and Commissions, and persons who contract with the City;

   b. Advisory opinions concerning the application of the Core Values and Ethics Principles, City policies and practices, or the applicability of the Code of Ethics to the requestor's own behavior; and

   c. Waivers of certain restrictions, as provided in the Code of Ethics.

B. Submission of Ethics Complaints

Any person may submit to the City Clerk an ethics complaint alleging violations of the Code of Ethics, Article II, or the ethics standards contained in the City of Bainbridge Island Employee Manual. Complaints concerning an elected official, a member of a City Committee or Commission, or a major contractor will be referred to the Ethics Board. Complaints concerning the conduct of City staff will be referred to the City Manager. The Ethics Board may on its own initiative identify a possible violation and initiate its own complaint.

Complaints must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the Ethics Board (available through the City Clerk's office or on the City website: http://www.ci.bainbridge-isl.wa.us/ethics_board.aspx).

C. Review of Complaints Concerning City Employees

1. The City Manager will review any ethics complaint forwarded by the City Clerk and authorize such investigations as may be necessary to determine whether a violation has occurred, consistent with relevant policies and procedures.

2. The City Manager may request advice from the Ethics Board.

3. If the City Manager determines that no violation has occurred, a written response will be made to the complainant.

4. If a violation of ethics rules has occurred, the City Manager or other appropriate City officer will take action as guided by state law, and relevant policies and procedures.

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

6. Apparent violations of law will be reported to the appropriate authorities.

D. Review of Complaints by Ethics Board

1. The Ethics Board will review any complaint forwarded to it by the City Clerk.

2. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint or other additional information from the complainant.

3. After reviewing a complaint, the Ethics Board may take any of the following actions and inform the complainant, the respondent, and the City Clerk:

a. Determine that the complaint lacks reasonable credibility;

b. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics;

c. Determine that facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any potential violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics;

d. Issue an advisory opinion if the subject of the complaint is more appropriate for such action;

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

f. Make a preliminary determination that the facts stated in the complaint, if true, could potentially constitute a violation of the Code of Ethics such that further proceedings are warranted.

4. If the Ethics Board makes a preliminary determination that the facts stated in the complaint, if true, could potentially constitute a violation of the Code of Ethics such that further proceedings are warranted, the Board will inform the respondent of its preliminary determination and provide the respondent with a reasonable period of time to submit a written response in which the respondent may provide a statement of facts, supported by a declaration in compliance with RCW 9A.72.085, in opposition to the complaint and any further explanation of the respondent's position on the complaint.

5. After receiving the written response from the respondent, the Ethics Board may take any of the following actions and inform the complainant, the respondent, and the City Clerk:

a. Determine that the complaint lacks reasonable credibility;

b. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics;

c. Determine that facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics;

d. Issue an advisory opinion if the subject of the complaint is more appropriate for such action;

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

f. Determine that the existence of a violation of the Code of Ethics would depend on whether the facts are as stated by the complaint or as stated by the respondent.

g. Determine that, based on the submissions of the complainant and the respondent, a material violation of the Code of Ethics has likely occurred.

6. If the Board determines either: (1) that the existence of a violation of the Code of Ethics would depend on whether the facts are as stated by the complaint or as stated by the respondent, or (2) that a material violation of the Code of Ethics has likely occurred, the Board will forward its determination, along with the complaint, response and relevant supporting materials, to the complainant and respondent. The Board may also, on its own initiative, forward such a determination to the City Council for its review.

7. Regardless of whether a particular violation of the Code of Ethics has occurred, the Ethics Board may find that City processes or policies could better reflect ethical shared values and principles, and may publish an advisory opinion to this effect.

8. In the course of reviewing any complaint, the Board shall report any apparent violation of law to the appropriate authorities.

E. Advisory Opinions

1. Any person may request an opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Ethics or shared values and principles.

2. The City Manager or City Council or any citizen may request an advisory opinion from the Ethics Board regarding City policies or practices in relation to the Code of Ethics.

3. Citizen Committees and Commissions may request an advisory opinion from the Ethics Board regarding operating rules or practices in relation to the Code of Ethics.

4. Any person may request an advisory opinion from the Ethics Board regarding operating policies of the City Council or Citizen Committees and Commissions in relation to the Code of Ethics.

5. The Ethics Board, on its own initiative may prepare and publish its own advisory opinion.

6. The Ethics Board will inform the requestor and publish its advisory opinions.

F. Waivers

Elected officials and members of City Committees and Commissions may apply to the Ethics Board for a waiver from provisions of the Code of Ethics. The Board will publish both the request and its response.

G. Effect of Advisory Opinion or Waiver

An individual who receives a waiver, or who acts in reliance on an advisory opinion, shall not later be found to have violated the Code if the individual acts in a manner consistent with that advisory opinion or waiver.

H. Reporting

1. The City Manager will meet with the Ethics Board annually to discuss the function of the Ethics Program as it applies to City employees.

2. The Ethics Board will report annually on the function of the Ethics Program.

ARTICLE IV -
FOLLOW-UP TO ETHICS COMPLAINTS

A. City Council Review of Complaints

1. If, after reviewing a complaint, the Ethics Board has determined: (1) that the existence of a violation of the Code of Ethics would depend on whether the facts are as stated by the complaint or as stated by the respondent, or (2) that a material violation of the Code of Ethics has likely occurred, either the complainant or the Board may submit the determination to the City Council so that the Council may decide whether further action is warranted. The City Clerk shall provide written notification to the complainant and the respondent of the time, date, and place of any City Council meeting at which the complaint will be discussed.

2. The Council shall initially review the complaint, response, and relevant supporting materials in executive session to determine whether there appears to be a sufficient factual basis to prove one or more Code of Ethics violations by clear and convincing evidence; provided, however, and consistent with RCW 42.30.110(1)(f), upon request of the respondent, the review shall be open to the public. The respondent shall have an opportunity to respond to the complaint. If Council determines that the complaint and attachments do not provide a sufficient factual basis to prove one or more Code of Ethics violations by clear and convincing evidence, the Council shall dismiss the complaint, and the complainant and the respondent shall be so informed. The action to dismiss the complaint shall be done by a majority vote of the Council in open public session; provided, that the respondent shall not participate in such a vote.

3. If the Council finds that the complaint and attachments appear to provide a sufficient factual basis to prove one or more Code of Ethics violations by clear and convincing evidence, the respondent shall be so informed. Such a finding shall be done by a majority vote of the Council present in open public session; provided, that the respondent shall not participate in such a vote. At that point, the respondent may:

a. Admit the one or more of the Code of Ethics violations alleged in the complaint.

b. Not admit the alleged Code of Ethics violations but expressly forego and waive any right to a hearing to contest the violations and any resulting sanction(s) imposed by City Council.

c. Request a hearing before the City Hearing Examiner to present evidence to dispute, rebut, mitigate, explain or otherwise defend against any or all of the Code of Ethics violations alleged in the complaint.

d. Remain silent.

4. If the respondent admits the Code of Ethics violations or remains silent, the City Council shall schedule and hold an executive session to hear from the respondent, and deliberate upon the appropriate level of civil sanctions to be imposed, except to the extent that the

respondent requests that he or she be heard in open public session. The written findings, conclusions, and sanctions shall be approved by a majority vote of the Council in open public session; provided, that the respondent shall not participate in such a vote. A copy of the findings, conclusions and sanctions shall be forwarded by registered mail to the complainant and to the respondent at addresses as given by both persons to the City Clerk.

B. Hearing before City Hearing Examiner

1. Hearings conducted by the Hearing Examiner shall be informal. The respondent may be represented by legal counsel. The City Attorney shall designate special counsel to present the Code of Ethics violations charges and case. The respondent and special counsel may present and cross examine witnesses and give evidence before the Hearing Examiner. The Hearing Examiner may also call witnesses and compel the production of books, records, papers, or other evidence needed. To that end, the Hearing Examiner may issue subpoenas and subpoenas duces tecum at the request of the respondent, special counsel, or on his or her own initiative. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence.

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

2. Within 30 days after the conclusion of the hearing, the Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation are proven, the Hearing Examiner shall forward the matter to City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics violations. In either event, a copy of the findings and conclusions shall be forwarded to the City Council, by registered mail to the person who made the complaint, and to the respondent at addresses as given by both persons to the Hearing Examiner.

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

1. Upon receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, except to the extent that the respondent requests that he or she be heard in open public session. The written findings, conclusions, and sanctions shall be approved by a majority vote of the Council in open public session; provided, that the respondent shall not participate in said vote. A copy of the findings, conclusions and sanctions shall be forwarded by registered mail to the person who made the complaint and to the respondent at addresses as given by both persons to the City Clerk.

2. In the event that the City Council concludes that a Code of Ethics violation(s) has occurred, the Council may impose any of the following sanctions:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor or Mayor Pro Tem to the official who has violated the Code.

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

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

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

ARTICLE V -
ETHICS BOARD

A. Purpose of the Ethics Board

Maintaining an Ethics Board will help to ensure that City government adheres to the highest standards of public service. The Board is responsible for:

1. Training all elected officials, and members of City Committees and Commissions covered by the Code of Ethics.

2. Working with City Administration so that major contractors and employees (even though they are not covered by this document) read and are familiar with the Code of Ethics in this document and other applicable City documents regarding ethical behavior.

3. Providing responses to complaints, advisory opinions and requests for waivers regarding the Code of Ethics.

The Ethics Board shall promote an understanding of ethical standards for City officials, officers, and contractors working with the City, and the general public. Respect for all citizens, including elected officials, will be one of the highest priorities of the Ethics Board. The Board's responsibilities are described below, along with a description of the membership of the Ethics Board.

B. Training

The Ethics Board shall perform the following training related duties:

1. At least biannually, the Ethics Board shall prepare and distribute a pamphlet describing this Code of Ethics to all covered persons, after obtaining the City Attorney's review.

2. The Ethics Board shall disseminate any change in policy that results from a finding of the Board.

3. The Ethics Board shall ensure that all new elected officials and members of City Committees and Commissions receive a pamphlet on this Code of Ethics.

4. The Ethics Board shall develop and present a training course on the Code of Ethics to be presented to all elected officials and members of City Committees and Commissions on a biannual basis.

C. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the Mayor and the City Council summarizing its activities during the previous calendar year. The report shall include any recommendations for modifying the Code of Ethics.

D. Creation, Terms, and Appointments

1. Membership of Ethics Board

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

2. Qualifications of Board Members

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

b. No more than one officer or official of the City may serve on the Board.

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

3. Method of Appointment

a. The Mayor shall nominate Board members for confirmation by the City Council. Members shall be nominated individually, not in groups of two or more persons. Confirmation of each member shall require a unanimous vote of the City Council.

b. The Mayor and City Council shall work cooperatively to ensure that any person who is nominated enjoys the required support of the City Council. Nominations shall be presented at meetings of the City Council where all seven Councilmembers are present.

4. **Terms of Appointment**

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

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

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

5. **Removal of Board Members**

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

b. The appointing authority may remove a member for inappropriate conduct before the expiration of the member's term. Before removing a member, the appointing authority shall specify the cause for removal and shall give the member the opportunity to make a personal explanation. Before removing the member who is jointly appointed, either the Mayor or the Council shall specify the cause for removal and shall give the member the opportunity to make a personal explanation.

6. **Compensation**

Members of the Ethics Board shall serve without compensation. A member who is an officer or employee of the City shall not receive any additional compensation for serving on the Ethics Board. Members may be reimbursed for reasonable expenses pursuant to the rules of the City.

7. **Rules**

The City Council shall approve all rules, which have been adopted by the Ethics Board, by resolution.

8. **Consultation with City Attorney**

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

ARTICLE VI -
DEFINITIONS

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

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

"**Direct official action**" means any action which involves:

1. Negotiating, approving, disapproving, administering, enforcing, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party. With regard to "recommending," direct official action occurs only if the person making the recommendation is in the formal line of decision-making;

2. Enforcing laws or regulations or issuing, enforcing, or regulating permits;

3. Selecting or recommending vendors, concessionaires, or other types of entities to do business with the city;

4. Appointing and terminating employees, temporary workers, and independent contractors.

5. Doing research for, representing, or scheduling appointments for an officer, official, or employee, provided that these activities are provided in connection with that officer's, official's, or employee's performance of 1 through 4 above.

Direct official action does not include acts that are purely ministerial (that is, acts which do not affect the disposition or decision with respect to the matter). With regard to the approval of contracts, direct official action does not include the signing by the Mayor, City Manager, or other official as required by law, unless the official initiated the contract or is involved in selecting the contractor or negotiating or administering the contract. A person who abstains from a vote is not exercising direct official action.

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

"**Elected Official**" means a member of the City Council.

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

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

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

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (8:00 PM) Article I Advisory Opinions Related to Allegations Filed Against Councilmember Peltier - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

Possible Motion 1: I move to concur with Advisory Opinion 2018-03 and to impose an appropriate sanction on Councilmember Peltier, which will be _____.

Possible Motion 2: I move to not concur with Advisory Opinion 2018-03.

Possible Motion 3: I move to concur with Advisory Opinion 2018-05 and to impose an appropriate sanction on Councilmember Peltier, which will be _____.

Possible Motion 4: I move to not concur with Advisory Opinion 2018-05.

SUMMARY:

The City Council will consider two Advisory Opinions, Nos. 2018-03 and 2018-05, issued by the Ethics Board in connection with allegations filed against Councilmember Peltier.

FISCAL IMPACT:

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

BACKGROUND:

At its meeting on February 5, 2019, the City Council directed staff to bring back as an agenda item two Advisory Opinions that have been issued by the City's Ethics Board related to allegations filed against Councilmember Peltier.

Advisory Opinion 2018-03 (attached) relates to allegations raised by David Johnson against Councilmember Peltier regarding alleged communications between Mr. Johnson and Councilmember Peltier related to the proposed municipalization of electric service on Bainbridge Island. Also attached are Mr. Johnson's request for an opinion, and Councilmember Peltier's response.

Advisory Opinion 2018-05 (attached) relates to allegations raised by Bonnie McBryan against Councilmember Peltier regarding alleged communications and alleged conduct of Councilmember Peltier related to land use and other matters. Also attached are Ms. McBryan's request for an opinion, and Councilmember Peltier's response.

Regarding the standards under which the Council will evaluate the two Advisory Opinions, the Council will be having a discussion about such standards as part of an agenda item that precedes this item on this meeting's agenda related to Article I standards. The Council's evaluation of the two Advisory Opinions at issue may be informed by that discussion, and the Council can be guided by what is currently set forth in the Ethics Program related to Article I matters, which is primarily set forth in Article I itself. A copy of the Ethics Program is not attached with this agenda item because it is otherwise included in this agenda packet with the Article I standards agenda item above referenced.

ATTACHMENTS:

Request 2018-03 - Advisory Opinion (Johnson v Peltier).pdf

Request 2018-03 - Johnson Request re Peltier Redacted

Request 2018-03 - Response by Peltier re Johnson.pdf

Request 2018-05 - Advisory Opinion (McBryan v Peltier).pdf

Request 2018-05 - McBryan Request re Peltier Redacted

Request 2018-05 - Response by Peltier re McBryan.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

City of Bainbridge Island
Ethics Board
Advisory Opinion

Case # 2018-03

Date Filed: 4 September 2018

Complainant: David S. Johnson
Respondent: Ron Peltier, Council Member

Advisory Opinion issued per COBI Code of Ethics Article III, Section F

The purposes of Article I, the Core Values section of the City of Bainbridge Island Ethics Program, are set out in the preamble:

> "The City of Bainbridge Island has adopted the following Core Values and Ethics Principles to promote and maintain the highest standards of personal and professional conduct among all the people who comprise the City's government. The optimal operation of democratic government requires that all of its decision-makers be fair and accountable to the people they serve."

In addition to the COBI stated reasons, it is clear from materials related to municipal government, such as the America Society of Public Administrators (ASPA) Code of Ethics[i], that there are further purposes, among them:

1. To advance the public interest
2. To promote democratic participation
3. To strengthen social equity
4. To demonstrate personal integrity

The efficacy of government and its ability to deliver on the needs of the community is founded in the trust that a community has in that body. Trust is hard to earn and very easy to lose. It can be difficult to define tightly what behavior reflects the Core Values, and we do not propose a static definition of this behavior, yet instead we look towards what promotes trust and what erodes it. In an article by Williams[ii], the matter of civility in political discourse is examined.

"[H]ow do we define civility? Especially if we accept the notion that it cannot be static – as technology and innovation are constantly redefining the means and manner in which we communicate. In this sense civility is a lot like obscenity, at least in the way the late Supreme Court Justice Potter Stewart chose to define it in his famous opinion in *Jacobellis v. Ohio* (1964), 'I know it when I see it.'"

We can look towards rules of etiquette established by governing bodies to provide greater definition. The U.S. House of Representatives Republicans' rules of decorum include several categories of unacceptable speech[iii]:

- Defaming or degrading the [House] – in our case, the City
- Criticism of personal conduct
- Impugning the motives of another member
- Charging falsehood or deception
- Claiming lack of intelligence or knowledge

While not as precisely articulated, the City of Bainbridge Island Ethics Board believes our Code of Ethics Core Values were promulgated to engender trust by the public in our city government. The First Amendment protects speech, including that of elected officials, however "it does not remove the individuals' responsibility to be respectful in their use of language. With a far greater means of amplifying their message, elected officials have an even greater responsibility to be judicious in their communication respecting the rules of . . . civil discourse for the benefit" of the council and the community.[iv] In other words, elected officials are held to a higher standard when acting in their official capacity than their constituents who do not purport to represent the community. This is with the intent to engender trust in government and the representatives who are elected.

The Ethics Board recognizes that people are human, and mistakes and misjudgments will be made. Where the Ethics Board has a responsibility, it is to recognize the problematic actions, particularly when they seem to become a pattern of behavior that causes citizen concern and thus weaken the public trust. The role of the Ethics Board is to educate when we observe inappropriate behavior, or it is called to our attention, and to recommend behavior that comports with our shared values and principles, while understanding there is not

a static definition of acceptable behavior. In issuing this advisory opinion, we are guided by other democratic bodies which deal with similar issues of behavior.

In developing an Advisory Opinion in this Article I complaint, the initial complaint and response were reviewed. This Advisory Opinion stems from that considered review.

This is an email situation where the language of the City Council member moves beyond a neutral, respectful response to a constituent to something that challenges the boundaries of civil discourse. One method to judge this, post facto, is when citizens go to the trouble of writing and submitting an ethics complaint stimulated by an official communication, as was the case in the Johnson complaint. Skeptics may argue that any citizen can find something about which to take offense, however few are troubled to the point of preparing a complaint, outlining their concern with the behavior and providing supporting documents.

In the instant case, Mr. Peltier articulates doubts about the motives of the citizen communicating with him. This is dangerous territory in any conversation, and particularly so when an elected official responds to a citizen.

Recommendation: As an elected official of the city, the appropriate response to any engagement is to be grateful for efforts of citizens to communicate with their elected officials and thank them for their correspondence. In this instance the council member needs to utilize the previously stated principles and refrain from questioning the motives of citizens.

---

[i] Practices to Promote the ASPA Code of Ethics, approved 3/16/13.

[ii] Williams, Yohuru, "A Matter of Integrity: Civility and Political Discourse." Insights on Law and Society, 13 Winter 2013

[iii] Williams, ibid, p. 4

[iv] Williams, ibid., p. 5

ETHICS COMPLAINT
CITY OF BAINBRIDGE ISLAND

TO: City Clerk

SUBMITTED BY: **Name:** DAVID S. JOHNSON

Address: [redacted]
BI, WA 98110

Telephone No.: [redacted]

Ethics Complaints concern the actions of individuals in relation to the City of Bainbridge Island Ethics Code.

1. Does the situation for which you are making a complaint involve: (please circle one)

   a. An Elected Official

   b. A Member of a City Committee or Commission

   c. A Major Contractor with the City

   d. A City Employee

2. Please describe the facts that constitute the violation(s) of the Code of Ethics. (If necessary, please attach additional pages for description)

   SEE ATTACHED.

3. Section(s) and subsection(s) of the Code of Ethics that are alleged to have been or would be violated ***[optional]***: _____

4. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

   Date: 9-4-18 Place: BI, WA

   _____
   Signature

"We will treat one another and the citizens of Bainbridge Island with honesty and integrity, recognizing that the trust that results is hard won and easily lost."

"...[A]ll those associated with the government of the City of Bainbridge Island will treat each other and the public with respect..."

(City Ethics Program)

ETHICS COMPLAINT AGAINST RON PELTIER

I'm a Bainbridge Island resident and voter. This complaint concerns an unprofessional email that a Council member, Ron Peltier, sent me on March 3, 2017. (*Exhibit 1*)

In his email, Mr. Peltier questioned my motives in communicating with the Council; derided emails and documents I sent to the Council; commanded me to do further research for him; and (writing as a Council member) threatened not to take my position "seriously" unless I did that research. Mr. Peltier thus engaged in bullying behavior — by using his Council authority to compel a constituent to do what he demanded.

The Board has the authority, under the City Ethics Program, to prepare and publish an advisory opinion regarding an ethics matter. The Board should do so now. Mr. Peltier needs to understand that his March email was entirely out of line for a Council member.

My interactions with Mr. Peltier

During 2016 and 2017, the Council considered whether the City should municipalize the electric service that Puget Sound Energy (PSE) provides. Part of the Council's review involved the sources for PSE's electricity, including the Colstrip plants in Montana.

On December 9, 2016, Mr. Peltier asked me to "pass information on to us [the Council]" regarding environmental impacts at Colstrip generally, and impacts at plant retention ponds specifically. Mr. Peltier gave no further detail in his request. (*Exhibit 2*)

In response, I emailed the Council later that day and included links to three Colstrip documents: (1) an investigation report that discussed environmental issues; (2) a work plan for evaporation ponds; and (3) a settlement agreement regarding site remediation. I provided contacts for the Montana Environmental Information Center and the Sierra Club. I noted that related information might come out in PSE's rate case. (*Exhibit 3*)

Mr. Peltier emailed me the same day and thanked me for the materials I provided. He didn't question or otherwise comment on my response. (*Exhibit 4*)

On March 3, 2017, Mr. Peltier asked for "information on groundwater and air pollution" at Colstrip. He didn't identify what detail he wanted and in what form. (*Exhibit 5*)

I replied to Mr. Peltier right away. I told him I'd sent responsive information to him months before, in 2016. (*Exhibit 6*)

I then re-sent the links I'd provided to Mr. Peltier in December. As an additional favor to him, I included testimony that a witness, Ronald Roberts, had filed in PSE's rate case. Mr. Roberts discussed environmental impacts at Colstrip in his testimony. (*Exhibit 7*)

Mr. Peltier emailed me a few minutes later. He lashed out with intemperate and abusive language. This is what he wrote:

- He said it was "disingenuous for you to suggest you are a neutral source of objective information." (My emails linked to a settlement agreement, investigation report, work plan, and testimony, all of which were public records I located on the Web.)

- He said my emails and other materials "seem intent upon denigrating the Island Power campaign and supporting PSE." (I provided facts that spoke for themselves.)

- He further derided these materials — again, materials I sent as a favor to Mr. Peltier — as "legal documents" and "highly technical reports" that I supposedly "buried in fifty other messages." (Mr. Peltier didn't explain why he considered legal documents and technical reports to be deficient *per se*.)

- He claimed the materials I sent "aren't accessible to people with limited time and patience." (Mr. Peltier didn't explain how these materials were any less "accessible" than other documents that come before the Council.)

- He said I "could start by summarizing the environmental impacts of PSE's coal-fired plants, along with links to newspaper and magazine articles, and perhaps some peer reviewed scientific studies." (Mr. Peltier didn't provide this level of granularity at any time before March 3.)

- He said the additional research he wanted me to do "might leave me more inclined to take your comments seriously." (The threat, of course, was that Mr. Peltier would disregard my position — on a key City issue — unless I did what he demanded.)

The Ethics Program required Mr. Peltier to act with integrity, respect, and civility

The Ethics Program includes certain core values that apply to Mr. Peltier as a Council member. Core Value 2 states: "We will treat one another and the citizens of Bainbridge Island with honesty and integrity, recognizing that the trust that results is hard won and easily lost."

The Ethics Program also includes certain ethics principles that apply to Mr. Peltier as a Council member. Ethics Principle 2 states: "...[A]ll those associated with the government of the City of Bainbridge Island will treat each other and the public with respect..." The same Principle continues: "All those associated with the government of the City of Bainbridge Island shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others."

Mr. Peltier failed to comply with the Ethics Program

What Mr. Peltier wrote in his March 3 email violated the letter and spirit of the Ethics Program. He wasn't civil in his discourse. He didn't show respect for the research I performed as a favor to him. And he didn't act with honesty and integrity when he falsely characterized the emails I sent, the documents I included, and my motives for sending these materials.

No other Council member acted as Mr. Peltier did. Only Mr. Peltier sent me redundant requests for information about environmental impacts at the Colstrip plants. Only Mr. Peltier claimed I was "disingenuous" after I responded to his redundant requests. Only Mr. Peltier derided the materials I provided. And only Mr. Peltier ordered me to do still more research — in other words, to do his job for him.

Even worse, Mr. Peltier abused his position as a Council member. He threatened not to take my position "seriously" unless I did what he demanded and to his satisfaction. By making this threat, he tried to use his Council position as leverage — to order me around and to bend me to his will. That was insulting. I'm a constituent of Mr. Peltier; I don't work for him.

Mr. Peltier engaged in classic bullying behavior when he sent his March 3 email. *There's no place for such behavior in City government.* That's why the Council adopted the Ethics Program — to show its concern that the public trust is "hard won and easily lost." Unfortunately, it doesn't appear that Mr. Peltier read the Program. He didn't promote the public trust when he sent his email.

The Ethics Board should prepare and publish an advisory opinion

The City states on its Web site that the Board enforces the Ethics Program as to elected officials. Article III (F)(5) in the Program states that the Board may, on its own initiative, prepare and publish an advisory opinion. Section 5 in the Board's Operating Rules confirms that the Board may initiate an advisory opinion on its own initiative.

The Board thus has the authority to prepare and publish an advisory opinion on an ethical matter. The Board should do so now. Mr. Peltier needs to understand that his March 3 email was entirely out of line for a Council member.

Conclusion

I attended a Central Ward meeting on May 7, 2016. At the meeting, Mr. Peltier said he wanted to promote a, quote, "vibrant democracy" on the island. A vibrant democracy is not promoted, however, when Mr. Peltier abuses and bullies his fellow islanders. That behavior — that lack of civility and respect — is antithetical to the City's values and principles.

Regrettably, I'm not alone in my experience with Mr. Peltier. Other citizens have called him out for his behavior. Most notably, the City Manager himself described Mr. Peltier as a bully. *No other Council member has been so described.*

The voters will review Mr. Peltier's behavior at next year's election. They'll decide whether he should serve another term on the Council. Until then, he needs to understand that it's *unacceptable for a Council member to abuse and bully people*. We deserve better than that.

David S. Johnson

[redacted]
Bainbridge Island, WA 98110
[redacted]
[redacted](home)
[redacted](mobile

Ron Peltier <rpeltier@bainbridgewa.gov> 3/3/2017 4:51 PM

Information Regarding the Adverse Impact of PSE's Coal Plants

To dave [redacted] > Copy Sally Adams <[redacted]> •
Russ Berg <[redacted] • Jane Lindley <[redacted]> • Erika Shriner <[redacted]> •
Randal Samstag <[redacted]> • Steve Johnson Personal <[redacted]> •
Ted Jones <[redacted]>

Mr. Johnson,

This is in regards to information you've sent to the City Council that supposedly sheds light on the adverse environmental impacts of PSE's coal fired plants.

The message you sent a few months ago, and a couple today, with legal documents and links to highly technical reports, is buried in fifty other messages you have sent to us that seem intent upon denigrating the Island Power campaign and supporting PSE. That's okay but I think it's disingenuous for you to suggest you are a neutral source of objective information.

If you want to appear objective on the issue of public power, and PSE, you could provide information pertaining to the adverse environmental impacts of PSE's coal fired plants in a way that is accessible to people with limited time and patience for wading through legal and other technical documents.

You could start by summarizing the environmental impacts of PSE's coal fired plants, along with links to newspaper and magazine articles, and perhaps some peer reviewed scientific studies. That might leave me more inclined to take your comments seriously

Ron Peltier

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:20 PM
To: Ron Peltier
Subject: Fwd: The hydropower system's impact on protected species (cont.)

From: Ron Peltier
To: daves[redacted]
Sent: Friday, December 9, 2016 8:49:49 PM
Subject: Re: The hydropower system's impact on protected species (cont.)

Thank you, David.
Ron Peltier

From: daves[redacted]>
Sent: Friday, December 9, 2016 8:44:26 PM
To: Council
Cc: Doug Schulze
Subject: The hydropower system's impact on protected species (cont.)

68

- EXHIBIT 1 -

Ron Peltier <rpeltier@bainbridgewa.gov> 12/9/2016 11:27 AM

Re: The hydropower system's impact on protected species (cont.)

To daves[redacted]>

Dave,
Thanks for the information regarding the adverse impact of dams. Can you pass information on to us regarding the environmental impacts to the area in and around Colstrip Montana from the coal fired electric plants as well? I understand that the large retention ponds have polluted groundwater. Is that true?
Thanks,
Ron Peltier

From: daves[redacted]>
Sent: Thursday, December 8, 2016 11:11:16 AM
To: Council
Cc: Doug Schulze
Subject: The hydropower system's impact on protected species (cont.)

Dear Councilmembers,

Island Power posted an article on Facebook after I submitted my comments yesterday. The article claims that the billions of dollars spent on the hydropower system are "paying off." The article suggests that the endangered and threatened species are doing just fine.

Judge Simon stated, however: "These efforts have already cost billions of dollars, yet they are failing. Many populations of the listed species continue to be in a perilous state." (*NWF v. NMFS* , Case No. 3:01-cv-00640-SI, Opinion and Order at 18-19 (D. Or. May 4, 2016).

And Judge Redden stated: "As I have previously found, there is ample evidence in the record that indicates that the operation of the FCRPS causes substantial harm to listed salmonids...NOAA Fisheries acknowledges that the existence and operation of the dams account for most of the mortality of juveniles migrating through the FCRPS. As in the past, I find that irreparable harm will result to listed species as a result of the operation of the FCRPS." (*NWF v. NMFS* , 839 F. Supp. 2d 1117, 1131 (D. Or. 2011)).

Does the City really want to embrace an energy source that causes substantial and irreparable harm to protected species?

David S. Johnson

From: dave[redacted]
To: Council

69

- EXHIBIT 2 -

dave[redacted]

12/9/2016 8:44 PM

The hydropower system's impact on protected species (cont.)

To Council <council@bainbridgewa.gov> Copy Doug Schulze <dschulze@bainbridgewa.gov>

Dear Councilmembers,

Ron Peltier asked me if I could provide the Council with information concerning the Colstrip environmental impacts (see below).

I've attached links to three documents. The first is the WUTC's February 2016 investigation report on Colstrip, which I provided to you once before. The second is a July 2016 work plan that Geosyntec prepared for Talen Energy concerning remediation at the Colstrip 1 and 2 evaporation ponds site. The third is a July 2016 settlement agreement that addressed remediation at Colstrip 3 and 4.

I don't have the settlement agreement in which PSE and Talen committed to close Colstrip 1 and 2 by July 2022. You might be able to obtain this agreement by contacting Anne Hedges with the Montana Environmental Information Center (406-443-2520, ahedges@meic.org), Bill Arthur with the Sierra Club's Beyond Coal campaign (206-954-9826, Bill.Arthur@sierraclub.org) or Doug Howell with the same campaign (206-450-6654, Doug.Howell@sierraclub.org).

Other relevant information may come out in PSE's January 17 rate filing and during the WUTC's review of that filing.

https://www.utc.wa.gov/regulatedIndustries/utilities/Documents/Colstrip%20Investigation%20Report%20UE-151500.pdf

http://deq.mt.gov/Portals/112/DEQAdmin/MFS/Colstrip/Remedy%20Evaluation%20Work%20Plan%20-%20SOEP%20STEP.pdf?ver=2016-08-17-095656-370

http://earthjustice.org/sites/default/files/files/16-07-21-ExA-AOC-Settlement.pdf

Also attached are links to three documents that I referenced in this week's comments. You can read for yourselves what Earthjustice, Judge Redden, and Judge Simon said about the FCRPS and its impact on endangered and threatened species.

http://earthjustice.org/features/what-you-need-to-know-about-dams-salmon#

http://www.leagle.com/decision/In%20Adv%20FDCO%20120923-000297/NATIONAL%20WILDLIFE%20FED.%20v.%20NATL.%20MARINE%20FISHERIES

http://earthjustice.org/sites/default/files/files/1404%202065%20Opinion%20and%20Order.pdf

David S. Johnson

- EXHIBIT 3 -

Ron Peltier <rpeltier@bainbridgewa.gov> 12/9/2016 8:49 PM

Re: The hydropower system's impact on protected species (cont.)

To davesj711@comcast.net <davesj711@comcast.net>

Thank you, David.
Ron Peltier

From: daves[redacted]>
Sent: Friday, December 9, 2016 8:44:26 PM
To: Council
Cc: Doug Schulze
Subject: The hydropower system's impact on protected species (cont.)

Dear Councilmembers,

Ron Peltier asked me if I could provide the Council with information concerning the Colstrip environmental impacts (see below).

I've attached links to three documents. The first is the WUTC's February 2016 investigation report on Colstrip, which I provided to you once before. The second is a July 2016 work plan that Geosyntec prepared for Talen Energy concerning remediation at the Colstrip 1 and 2 evaporation ponds site. The third is a July 2016 settlement agreement that addressed remediation at Colstrip 3 and 4.

I don't have the settlement agreement in which PSE and Talen committed to close Colstrip 1 and 2 by July 2022. You might be able to obtain this agreement by contacting Anne Hedges with the Montana Environmental Information Center (406-443-2520, ahedges@meic.org), Bill Arthur with the Sierra Club's Beyond Coal campaign (206-954-9826, Bill.Arthur@sierraclub.org) or Doug Howell with the same campaign (206-450-6654, Doug.Howell@sierraclub.org).

Other relevant information may come out in PSE's January 17 rate filing and during the WUTC's review of that filing.

https://www.utc.wa.gov/regulatedIndustries/utilities/Documents/Colstrip%20Investigation%20Report%20UE-151500.pdf

http://deq.mt.gov/Portals/112/DEQAdmin/MFS/Colstrip/Remedy%20Evaluation%20Work%20Plan%20-%20SOEP%20STEP.pdf?ver=2016-08-17-095656-370

http://earthjustice.org/sites/default/files/files/16-07-21-ExA-AOC-Settlement.pdf

Also attached are links to three documents that I referenced in this week's comments. You can read for yourselves what Earthjustice, Judge Redden, and Judge Simon said about the FCRPS and its impact on endangered and threatened species.

http://earthjustice.org/features/what-you-need-to-know-about-dams-salmon#

http://www.leagle.com/decision/In%20Adv%20FDCO%20120923-000297

71

- EXHIBIT 4 -

Ron Peltier <rpeltier@bainbridgewa.gov> 3/3/2017 4:10 PM

Re: Island Power's mistaken "Bill Comparison" (cont.)

To dave[redacted]>

Dave,
I would be helpful if you could provide us with information on groundwater and air pollution caused by PSE's coal fired plants in Colstrip Montana.
Ron Peltier

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:07:49 PM
To: Council
Cc: Doug Schulze
Subject: Island Power's mistaken "Bill Comparison" (cont.)

Dear Councilmembers,

In my message below, I noted Hittle's and EES's use of 1,000 kWh/mo. for average residential electric consumption. I also noted that this figure conforms to the EIA's 2015 estimate for Washington residential usage (964 kWh/mo.).

There's another data point that's relevant. Hittle states in its draft study for COBI, at page 39: "On average, PSE's residential customers used 10,470 kilowatt-hours (kWh) during 2015..." This works out to 872.5 kWh/mo.

Again, there's no basis for the inflated 1,500 kWh/mo. figure that Island Power uses in its "Bill Comparison."

David Johnson

From: dave[redacted]
To: Council
Cc: Doug Schulze
Sent: Tuesday, February 28, 2017 11:37:38 AM
Subject: Island Power's mistaken "Bill Comparison"

Dear Councilmembers,

Island Power claims in a recent ad that PSE is "making a fortune" by selling electricity to Islanders at a "premium price." Island Power is wrong.

In its draft study for COBI, the Hittle firm compared monthly charges for Western Washington electric utilities (http://www.bainbridgewa.gov/DocumentCenter/View/7983). Hittle assumed 1,000 kWh/mo. for residential usage. Using this metric, Hittle concluded that PSE's charges fall right in the middle of the utility range (see Table 10 at p. 52).

72

- EXHIBIT 5 -

Ron Peltier <rpeltier@bainbridgewa.gov> 3/3/2017 4:18 PM

Re: Island Power's mistaken "Bill Comparison" (cont.)

To dave[redacted]>

I don't remember that. Will check all your emails to see what you sent earlier.

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:17:27 PM
To: Ron Peltier
Subject: Re: Island Power's mistaken "Bill Comparison" (cont.)

I did so last year. Didn't you read it?

From: Ron Peltier
To: dave[redacted]
Sent: Friday, March 3, 2017 4:10:07 PM
Subject: Re: Island Power's mistaken "Bill Comparison" (cont.)

Dave,
I would be helpful if you could provide us with information on groundwater and air pollution caused by PSE's coal fired plants in Colstrip Montana.
Ron Peltier

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:07:49 PM
To: Council
Cc: Doug Schulze
Subject: Island Power's mistaken "Bill Comparison" (cont.)

Dear Councilmembers,

In my message below, I noted Hittle's and EES's use of 1,000 kWh/mo. for average residential electric consumption. I also noted that this figure conforms to the EIA's 2015 estimate for Washington residential usage (964 kWh/mo.).

There's another data point that's relevant. Hittle states in its draft study for COBI, at page 39: "On average, PSE's residential customers used 10,470 kilowatt-hours (kWh) during 2015..." This works out to 872.5 kWh/mo.

Again, there's no basis for the inflated 1,500 kWh/mo. figure that Island Power uses in its "Bill Comparison."

David Johnson

- EXHIBIT 6 -

Ron Peltier <rpeltier@bainbridgewa.gov> 3/3/2017 4:40 PM

Re: Colstrip testimony

To dave[redacted]>

More highly technical documents that take hours to wade through.

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:37:05 PM
To: Ron Peltier
Cc: Council
Subject: Colstrip testimony

From: Ron Peltier
To: dave[redacted]
Sent: Friday, March 3, 2017 4:18:36 PM
Subject: Re: Island Power's mistaken "Bill Comparison" (cont.)

I don't remember that. Will check all your emails to see what you sent earlier.

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:17:27 PM
To: Ron Peltier
Subject: Re: Island Power's mistaken "Bill Comparison" (cont.)

I did so last year. Didn't you read it?

From: Ron Peltier
To: dave[redacted]
Sent: Friday, March 3, 2017 4:10:07 PM
Subject: Re: Island Power's mistaken "Bill Comparison" (cont.)

Dave,
I would be helpful if you could provide us with information on groundwater and air pollution caused by PSE's coal fired plants in Colstrip Montana.
Ron Peltier

From: dave[redacted]>
Sent: Friday, March 3, 2017 4:07:49 PM
To: Council
Cc: Doug Schulze
Subject: Island Power's mistaken "Bill Comparison" (cont.)

Dear Councilmembers,

– EXHIBIT 7 –

Comments to COBI Ethics Board
RE: David Johnson Complaints
November 14, 2018
By Ron Peltier, COBI City Council Member

RESPONSE TO DAVID JOHNSON COMPLAINT

The email that is the subject of Mr. Johnson's complaint was sent to him on March 3rd of 2017. That he finally decided to file a complaint over a year later, I believe, is the result of our former city manager referring to me as a bully in an August 8th, 2018 newspaper interview shortly after he resigned as our city manager. Even before his resignation Doug Schulze's wife, Lisa, began posting comments on Facebook blaming me for their imminent departure from the Island. David Johnson commented in those threads. Below are his comments from a Bainbridge Islanders Facebook thread shortly after Doug Schulze's Kitsap Sun interview was published.

David Johnson: *"Debbie, you overlook what Doug said about the CC in general and Ron Peltier in particular. When a key CC member is "difficult" and a "bully," as Ron is, it's tough for a city manager to do his or her job."*
David Johnson: *"Doug calls CC member Ron Peltier" difficult" and a "bully." I completely agree. It's unfortunate for BI that this man sits on the CC."*
David Johnson: *"Contrarians don't have to be bullies. Also, I've had personal experience with Ron — his arrogance toward constituents is truly breathtaking."*
David Johnson: *"My "trigger point" is when a CC member, in writing (and copied to the entire CC), belittles me as a constituent, asks that I do his research for him, and says that he will "take me seriously" (a direct quote) if and only if I do what he wants. Ron did all of that and more."*
David Johnson: *"Ron wasn't elected to be a jerk."*

Some background

As the debate over possibly creating a municipal electric utility on Bainbridge Island heated up *(the Island Power issue*) in 2016, the city council began receiving frequent emails from David Johnson. Between April 27, 2016 and May 9, 2018 we received 106 messages from Mr. Johnson. Most of them were very technical and in most cases they appeared to reasonably accurate but from a particular point of view. Basically, Mr. Johnson struck me as someone artfully advocating for one side, Puget Sound Energy, by including some criticism of PSE in his communications but overall presenting information and arguments favorable to PSE. What was telling to me were a couple of omissions by Mr. Johnson.

Colstrip plants 2 & 3

PSE's coal fired plants operating in Colstrip, Montana, are at the heart of environmental concerns regarding the way they generate electricity. This was a major part of Island Power's argument for a municipal electric utility that could get us off coal. About 30% of the electricity Bainbridge Island receives from PSE comes from those coal fired Plants. PSE owns a share in all of them, with plants 1 & 2 being the oldest, and worst polluters,

and plants 3 & 4 being newer and more capable of continuing to generate electricity and profits for PSE.

Early on I notice that Mr. Johnson's frequent emails focused on the planned decommissioning of Colstrip plants 1 & 2 and seemed to ignore the existence of two other plants: the new #3 & 4 plants. That struck me as understandable for someone who might be an advocate for PSE as the older plants, 1 & 2, are really at the end of their useful life, while plants 3 & 4, the ones never mentioned by Mr. Johnson, were not. After pressing him on the newer plants, he finally acknowledged their existence, arguing that it wasn't politically feasible to even talk about closing them. In a 4/29/16 email he explained why:

"There's a political dimension to 3 and 4 as I discussed in my April 22 email to Island Power. Nobody in the region is advocating early closure of these units -- not the Washington Legislature, not Gov. Inslee, not the WUTC, and not the energy/environmental groups. So, if the City takes a stance on municipal power that is premised on continued generation from 3 and 4, rather than what happens with 1 and 2, then it will go out on a political limb without any natural allies. Such a position will be harder to justify, economically, environmentally, and politically, and harder to explain to island residents."

Possible refund related Jefferson County's purchase of PSE assets

I personally wondered why a supposedly objective person, who called himself an environmentalist, thought it best not to discuss half of PSE's coal fired generating plants in Colstrip, Montana. There was another issue Mr. Johnson was commenting on, though, that also struck me as disingenuous: the issue of whether or not the recent forced sale by PSE of its infrastructure to Jefferson County, allowing them to create a publicly owned electric utility, had resulted in a partial refund of the sale price. Mr. Johnson repeatedly argued that there was no refund, which is technically true, and chose not to clarify why there was confusion over this. On May 16th of 2016 he finally used his expertise to make his point clear:

"In fact, PSE did not overcharge for the assets. As I discussed in previous messages, the WUTC reviewed the price that Jefferson PUD paid and determined that it was appropriate and a fair market value for the assets. The WUTC commended PSE for the price it negotiated.

As to the alleged refund: The Council member may be referring to the gain on sale, i.e., the difference between the sale price and the assets' net present value (NPV). The WUTC allocated most of this difference to PSE's ratepayers by giving them a credit to their electric bills. PSE's ownership, in turn, recovered the assets' NPV as well as a small portion of the gain on sale (to reward the utility for negotiating a favorable price). In this way, the WUTC ensured that the sale benefited both ratepayers and shareholders."

Mr. Johnson could have cleared up the confusion over PSE refunding excess net gains on its net present value, as opposed to refunding ratepayers for simply overcharging in the

sale to Jefferson County infrastructure, but he chose to let that issue drag out. He chose to let it drag out in spite of several emails where he discusses the issue and had an opportunity to clarify what had happened in regards to the payment. It appeared to me that he was intentionally confusing the issue to make the Island Power folks look bad. Whether or not Mr. Johnson was working for PSE on the Island Power issue, it was sure starting to sound to me like he was. With that in mind I sent the following email to Mr. Johnson on 5/16/16:

"David,

There is some wrong information here, specifically regarding the cost of acquiring the electric infrastructure from PSE in Jefferson County. They were overcharged by PSE and forced to refund some of that $103 million price back to rate payers.

With all due respect, you sound like you are working for PSE.

Ron"

Before going any further, I want to make it clear I was just being honest with Mr. Johnson. The phrase, "with all due respect" was really meant as a neutral turn of phrase. In response to the comment, however, Mr. Johnson filed an ethics complaint on 5/12/16, arguing that the phrase, *"with all due respect"* was intended to be disparaging, and hence in violation of Article I of our Ethics Program. As proof he writes:

"One Web site says that this phrase "allows a subtle disrespect, cloaked in courtesy." (http://grammarist.com/phrase/with-all-due-respect/) Another Web site says that this phrase has become associated "more with insult" than with respectful deference." (http://www.dailywritingtips.com/with-all-due-respect/)"

MY 3/3/17 EMAIL TO MR JOHNSON

By the time I sent my 3/3/17 email to Mr. Johnson, the object of his most recent complaint, I will admit I'd had a low opinion of Mr. Johnson. I perceived him as pretending to be a completely objective interested party while obviously couching everything he wrote to best support PSE's continued operations on Bainbridge Island. Yes, he had sent some documents and links to documents, what he refers to as a "favor", but these were mostly legal documents that I felt took more time to read than they were worth. Could I have been more polite to Mr. Johnson in how I describe my frustration and opinion of him? Sure. I'll admit, though, that the memory of Mr. Johnson filing an ethics complaint over the phrase, "with all due respect" still lingered in my mind.

Mr. Johnson's complaint

According to Mr. Johnson I'm guilty of the following:

" Mr. Peltier questioned my motives in communicating with the Council; derided emails and documents I sent to the Council; commanded me to do further research for him; and (writing as a Council member) threatened not to take my position "seriously" unless I did that research. Mr.

Peltier thus engaged in bullying behavior - by using his Council authority to compel a constituent to do what he demanded."

Here's the 3/3/17 email at issue in Mr. Johnson's complaint:

"Mr. Johnson,

This is in regards to information you've sent to the City Council that supposedly sheds light on the adverse environmental impacts of PSE's coal fired plants.

The message you sent a few months ago, and a couple today, with legal documents and links to highly technical reports, is buried in fifty other messages you have sent to us that seem intent upon denigrating the Island Power campaign and supporting PSE. That's okay but I think it's disingenuous for you to suggest you are a neutral source of objective information.

If you want to appear objective on the issue of public power, and PSE, you could provide information pertaining to the adverse environmental impacts of PSE's coal fired plants in a way that is accessible to people with limited time and patience for wading through legal and other technical documents.

You could start by summarizing the environmental impacts of PSE's coal fired plants, along with links to newspaper and magazine articles, and perhaps some peer reviewed scientific studies. That might leave me more inclined to take your comments seriously

Ron Peltier'

To summarize my response to Mr. Johnson's complaint
I could have chosen my words more carefully in this email: especially considering previous interactions with Mr. Johnson. Instead of writing that he seemed intent upon "denigrating Island Power", I should have just said he seemed intent upon "marginalizing Island Power". When I read this message, though, I don't see demands or threats. I see myself honestly expressing opinions about someone who has sent the city council over 70 emails (at that time) regarding the Island Power issue and who consistently impressed me as somewhat who was advocating for PSE while claiming to be an impartial contributor to the debate. The documents he claimed he provided me as a favor are legal in nature and to me seemed to provide very little insight into the environmental issues, particularly in regards to groundwater pollution in Colstrip Montana that was resulting from the coal plant retention ponds.

As the Ethics Board goes about issuing an opinion on this complaint I hope the Board will consider just how high of a bar we are going to hold elected officials to. Are we going to be allowed to honestly express ourselves to constituents, with some latitude for bluntness, or are we going to feel compelled to withdraw from honest exchanges for fear

of ethics complaints being used by people with extremely sensitive dispositions and an axe to grind? It's a serious question.

City of Bainbridge Island
Ethics Board
Advisory Opinion

Case # 2018-05

Date Filed: 1 October 2018

Complainant: Bonnie McBryan
Respondent: Ron Peltier, Council Member

Advisory Opinion issued per COBI Code of Ethics Article III, Section F

The purposes of Article I, the Core Values section of the City of Bainbridge Island Ethics Program, are set out in the preamble:

> "The City of Bainbridge Island has adopted the following Core Values and Ethics Principles to promote and maintain the highest standards of personal and professional conduct among all the people who comprise the City's government. The optimal operation of democratic government requires that all of its decision-makers be fair and accountable to the people they serve."

In addition to the COBI stated reasons, it is clear from materials related to municipal government, such as the America Society of Public Administrators (ASPA) Code of Ethics[i], that there are further purposes, among them:

1. To advance the public interest
2. To promote democratic participation
3. To strengthen social equity
4. To demonstrate personal integrity

The efficacy of government and its ability to deliver on the needs of the community is founded in the trust that a community has in that body. Trust is hard to earn and very easy to lose. It can be difficult to define tightly what behavior reflects the Core Values, and we do not propose a static definition of this behavior, yet instead we look towards what promotes trust and what erodes it. In an article by Williams[ii], the matter of civility in political discourse is examined.

"[H]ow do we define civility? Especially if we accept the notion that it cannot be static – as technology and innovation are constantly redefining the means and manner in which we communicate. In this sense civility is a lot like obscenity, at least in the way the late Supreme Court Justice Potter Stewart chose to define it in his famous opinion in *Jacobellis v. Ohio* (1964), 'I know it when I see it.'"

We can look towards rules of etiquette established by governing bodies to provide greater definition. The U.S. House of Representatives Republicans' rules of decorum include several categories of unacceptable speech[iii]:

- Defaming or degrading the [House] – in our case, the City
- Criticism of personal conduct
- Impugning the motives of another member
- Charging falsehood or deception
- Claiming lack of intelligence or knowledge

While not as precisely articulated, the City of Bainbridge Island Ethics Board believes our Code of Ethics Core Values were promulgated to engender trust by the public in our city government. The First Amendment protects speech, including that of elected officials, however "it does not remove the individuals' responsibility to be respectful in their use of language. With a far greater means of amplifying their message, elected officials have an even greater responsibility to be judicious in their communication respecting the rules of . . . civil discourse for the benefit" of the council and the community.[iv] In other words, elected officials are held to a higher standard when acting in their official capacity than their constituents who do not purport to represent the community. This is with the intent to engender trust in government and the representatives who are elected.

The Ethics Board recognizes that people are human, and mistakes and misjudgments will be made. Where the Ethics Board has a responsibility, it is to recognize the problematic actions, particularly when they seem to become a pattern of behavior that causes citizen concern and thus weaken the public trust. The role of the Ethics Board is to educate when we observe inappropriate behavior, or it is called to our attention, and to recommend behavior that comports with our shared values and principles, while understanding there is not

a static definition of acceptable behavior. In issuing this advisory opinion, we are guided by other democratic bodies which deal with similar issues of behavior.

In developing an Advisory Opinion in this Article I complaint, the initial complaint and response were reviewed. This Advisory Opinion stems from that considered review.

In the McBryan Article I complaint filed with the Ethics Board, the following behavior has been cited.

A) **During public comment on August 14, 2018 before Council, responding vehemently to citizen comments, and further returning to the exchange at the end of the same meeting to expound upon his comments. Calling a citizen's comments "lies" does not promote open public discourse.**

Recommendation regarding conduct of City Council member: While there are times when an official may feel verbally attacked by a member of the public, responding in anger is not appropriate in any circumstance, particularly using highly derogatory terms. In such a situation, the responsible and ethical behavior is to refrain from engaging in the conversation as that only escalates it. The role of serving the public calls for a more mature response, which in this case is no response at all, or to offer a constructive response and establish a culture of open discourse. Otherwise such action degrades trust in government and unchecked, can lead to rapid erosion of all trust built over time, especially in highly public forums. The action complained of also conveys a perception that the city council is not open to feedback and criticism, thereby stemming the ability for citizenry to participate in the democratic process.

Recommendation regarding conduct of Mayor/Chair: It must be pointed out that there is a role for the presiding officer in these public situations – the Mayor or Chair needs to be alert to potentially inflammatory comments by the public and remind the commenter of the need to be respectful. We realize comments may arise without warning, but when they are recognized, the Mayor or another Council member should call a halt to proceedings and publicly acknowledge the error in conduct. More importantly, allowing a Council member to engage in an extended angry discourse is not acceptable.

B) Publishing an email to numerous selected community residents, again accusing the citizen of lying and encouraging wide distribution of the email by recipients.

Recommendation: This action appears retaliatory and harassing in response to the initial citizen comments made in public. Using a city email account to broadcast a council member's dislike of public comments clearly fails any test of respectful communication. This is unacceptable.

C) A public records request provided emails which were included with the complaint. In reviewing these, a further concern is raised with regard to language used by the Council member. In writing of a development on the island, the Council member referred to a developer of property as "California developers who spotted BI as a place to loot and pillage." [August 1, 2018 email to Olaf Ribeiro and assorted citizens]

Recommendation: Attitudes toward development on the island may engender strong responses. It is not appropriate for a city official to refer to people exercising their right to develop their land according to the city's zoning code as people "looting and pillaging." Nor would this be appropriate language to use for any part of the population exercising their rights as citizens. It also impugns the motives of citizens and makes claims of falsehood and deception. This is inflammatory language and is unacceptable, and further erodes trust of government in the eyes of citizens.

---

[i] Practices to Promote the ASPA Code of Ethics, approved 3/16/13.

[ii] Williams, Yohuru, "A Matter of Integrity: Civility and Political Discourse." Insights on Law and Society, 13 Winter 2013

[iii] Williams, ibid, p. 4

[iv] Williams, ibid., p. 5

ETHICS COMPLAINT
CITY OF BAINBRIDGE ISLAND

TO: City Clerk

SUBMITTED BY: **Name:** **Bonnie McBryan**
Address: [redacted], **Bainbridge Island**
Telephone #: [redacted]

Ethics Complaints concern the actions of individuals in relation to the City of Bainbridge Island Ethics Code.

1. Does the situation for which you are making a complaint involve: (please circle one)

   a. An Elected Official

   b. A Member of a City Committee or Commission

   c. A Major Contractor with the City

   d. A City Employee

2. Please describe the facts that constitute the violation(s) of the Code of Ethics.

This Ethics Complaint concerns Councilmember Ron Peltier who engaged in borderline defamation of me during and following the August 14th City Council meeting. After I presented public comments at the start of the meeting, Mr. Peltier ended the meeting with a lengthy demeaning, and *televised* commentary — during which he called me a liar not once, not twice: Councilmember Peltier ***called me a liar seven times****!*

Several days later, Councilmember Peltier raised the bar and sent a memo to 150+ Island residents. In his message, Mr. Peltier called me ***mean-spirited and vindictive.*** To make matters worse, he doubled down on his earlier accusations that I am a liar. Mr. Peltier then encouraged people to share his message with others.

3. Section(s) and subsection(s) of the Code of Ethics that are alleged to have been or would be violated [optional]: _____

4. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Date: **October 1, 2018** Place: **Bainbridge Island, Washington**

Bonnie McBryan Anisoglu
_____Signature

Parameters of Complaint
I am focusing this ethics complaint on a series of public tirades against a business owner and resident of Bainbridge Island. Here are the accusations on which I seek your advisory opinion:

I. ***Councilmember Peltier's three-minute tirade during a televised and recorded*** City Council meeting on August 14th, against me — a voter and member of the Island community, who stepped up to the microphone to present public comments.

> *"That is **an absolute lie and Bonnie knows it**. She's just personally attacking me. She doesn't like me. We have a history that goes back aways. And I feel that she felt empowered to attack me because she saw the most prominent person in the City attack me and blame me for the fact that he's resigning. And then also saw his wife, posting on Facebook."* ***Exhibit 2.***

2. ***Mr. Peltier's written condemnation, distributed to 150+ Island neighbors.*** This widely distributed letter presents unfounded accusations against me. This was retaliation and meant to damage my reputation in our Island community.

> *"Last Tuesday night a citizen got up to comment and launched into **an attack on me** that was inspired by her intense dislike of me due to the moratorium and having been emboldened by the comments of our city manager in an article in the Kitsap Sun where he labeled me as a bully."* ***Exhibit 3.***

3. **A history of antagonistic references to me in correspondence** distributed by Mr. Peltier. The Councilman's frustration and anger toward me seems to be based upon my involvement in a building project application and public testimony about the City Moratorium. His personalized and negative feelings were inappropriately repeated in correspondence about the Councilman's ethics complaint against our former City Manager.

> *"We would have stopped the SPR, however, if three members of the city council hadn't insisted on exempting SPRs that had scheduled a pre ap meeting prior to the effective date of the moratorium.* ***That happened because Bonnie McBryan complained about her and her husband's mini hotel project down by the Fairbanks building on S. Madison that would have been held up and her life savings supposedly put in jeopardy, and losing sleep, etc.*** ***Exhibit 4.***

> *"At tonight's council meeting a woman who knows his wife (referring to our City Manager) got up and **accused me**, a liaison to the Design Review Board, of imposing conditions on development proposals, including her's. I couldn't do that if I wanted.* ***It was completely made up.***" ***Exhibit 5.***

I am asking the Ethics Board to consider whether Mr. Peltier's commentary, multiple points during a Council meeting and in widely distributed correspondence, is ***inappropriate conduct by a City Council member***, aimed toward a member of the Bainbridge Island community.

The appeal I made to City Council, at the August 14th meeting, is an appropriate request of the Ethics Committee today.

> *"I am asking you to assess whether your [fellow] council member's words and his actions are simple breaches of etiquette — or of ethics."* ***Exhibit 6.***

Background Information and Attached Exhibits

The first element of my complaint is on record, in the video from the August 14th meeting. It is accessed at http://www.ci.bainbridge-isl.wa.us/1101/City-Council-Agendas. I have included transcripts and specific video time markers in the attachments.

The exhibits explain and document all three elements of my complaint. Relevant detail and background information is presented in Exhibit 1. I apologize for the number and length — but they are integral to my complaint and provide examples of correspondence that continues to impact my life on the Island.

List of Exhibits

Exhibit 1: Background Narrative — including Design Review Board
Exhibit 2: Comments by Councilmember Ron Peltier during "Good of the Order"
Exhibit 3: Email Letter from Councilmember Peltier, August 18, 2018
Exhibit 4: Councilmember Peltier's Letter to ten constituents and councilmembers
Exhibit 5: Councilmember Peltier's Letter to ICMA
Exhibit 6: Transcript of Comments during Public Hearing by Bonnie McBryan on August 14, 2018; Transcript of response from Councilmember Peltier
Exhibit 7: Copy of Article from a local newspaper, the Kitsap Sun
Exhibit 8: Email Message dated August 10, 2018, Councilmember Nassar to Mayor Kol Medina, cc: Councilmember Peltier
Exhibit 9: Memo to Bonnie McBryan from Councilmember Ron Peltier, Concerning increased role of Design Review Board
Exhibit 10. Transcript of Mr. Peltier's Comments, City Council Meeting February 15th
Exhibit 11: Illustrative documentation of tarnished reputation

Issue #1. Derogatory tirade by Councilmember Ron Peltier
Near the end of the August 14th City Council meeting, Mr. Peltier made repetitive demeaning comments about me. In a three-minute tirade, Mr. Peltier called me out by name — ***calling me a liar seven distinct times***. His full comments are transcribed in Exhibit 2. Here are the highlights:

> *" At the beginning of the meeting Bonnie McBryan got up and **attacked me**. She **lied** about things."*
>
> *" I wanna explain what she said. She said I put conditions on the Rolling Bay remodel. That they can't use bricks on their new building. **That's a total lie and she knows it**. But she felt empowered that she could get away with **lying** about me."*
>
> *" She's just personally **attacking** me. **She doesn't like me.** We have a history that goes back aways."*
>
> *" So I'm kinda pissed off and I'm not going to just take it and have people **lie** about me."* ***Exhibit 2.***

With his angry rant Councilmember Peltier stated that I had "attacked" him five times. He labelled me a "liar" vehemently and repeatedly.

The indisputable fact is that Mr. Peltier's repeated use of the word "liar" twists and misrepresents what I said and who I am. *Mr. Peltier knows that I spoke truthfully.* Other than cursory interactions, during the amendment of the Moratorium, *I don't have a history with the Councilmember*. When intentionally false statements of fact are made in public, repeated seven times, presented on television broadcasts, and accessible on the COBI website — they are borderline defamation.[1]

Here are the facts: I made a request that City Council assess the allegations in the Kitsap Sun article. These allegations were made by the former City Manager — not by me — and they raised the issue of whether Mr. Peltier is a bully.

> *" Schulze also pointed to criticisms of city projects from a vocal group of 'armchair quarterbacks' and conflicts with **Councilman Ron Peltier** as contributing reasons for his departure. **"Ron has been difficult," Schulze said. "He's a bully and everything is a second-guess and a battle."*** ***Exhibit 7.***

It should have been no surprise to City Council that someone in our community would address the article during Public Comments. Council members exchanged email

---

[1]According to the U.S. Supreme Court, calling somebody a liar can be defamatory if the call is provably false. *Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 21-22 (1990). That's precisely the case here. As I discuss later in this complaint, Mr. Peltier's claim that I lied during the August 14 Council meeting is provably false -- because I never made the statement that he described as a lie.

messages in advance of this Council meeting and an Executive Session was added — to discuss the importance of the newspaper report. Mr. Peltier was already preparing to submit an ethics complaint to the ICMA. He had even arranged for printed copies of the ICMA Code of Ethics to distribute at the Executive Session. Here is a quote from one of the requests for the Executive Session, from Councilmember Nassar.

> *I wanted to request that we hold an executive session prior to the start of our council meeting this Tuesday to discuss this matter without the city manager present. … **the article has stirred much heated discussion and controversy in the community and I believe it is incumbent upon us to address and respond to this news as soon as possible – in a mature, professional, proactive, and responsible way.** **Exhibit 8.***

Mr. Peltier claims that I accused him, personally, of strapping our project with conditions. However, ***I was specific*** in saying that:

> *"**The committee** he works with has added conditions to our property."* **Exhibit 6.**

A complete transcription of my public comments are attached in Exhibit 6.
I don't believe Councilmember Peltier *personally* added any conditions and *I did not say that he did.*

Additional information about the **Design Review Board** is in the Background provided in Exhibit 1. Exhibits 9 and 10 provide documentation supporting my assertion: the Councilmember initiated conversation with the DRB, was directly involved in strengthening the role of this committee, and addressed that in a City Council meeting.

Councilmember Peltier didn't reveal *the truth* about what I said. He replaced my words and inserted a personal interpretation that misquotes and misrepresents me. The *Councilmember put words in my mouth and tried to pass them off as coming from me*.

Issue #2. Written tirades in follow-up letters to 150+ Island residents
On August 18th, just a few days after the City Council meeting, Councilmember Peltier hit below the belt. Were it not for this letter I would have ignored Mr. Peltier's late-night rant at the end of a Council meeting. If he had written his letter to a couple of close friends I might have dismissed it.

However, *this elected official sent a recriminatory letter to his distribution list of at least 125 Island residents*. Separately, he sent *another 25 letters to individual members of our Island community* — including current and former members of City Council. Mr. Peltier encouraged the recipients to further share his editorial commentary with others. Here are highlights from his most widely distributed memo:

> *"Last Tuesday night **a citizen got up to comment and launched into an attack** on me that was i**nspired by her intense dislike of me** due to the moratorium …*

> ***You don't let people get up and bash other people. In this case lying about someone to cast them in the worst light possible …***
>
> *Please feel free to share the transcript. While we don't like to think about it there are* ***mean spirited and vindictive people in our community who will misrepresent the truth if it suits their purposes."*** ***Exhibit 3.***

Mr. Peltier's letters present new and unfounded accusations against me. Just days after my public comments, I am described as having an *intense dislike* of Mr. Peltier. He humiliates me and turns my honest concerns into "bashing" him, lying about him, and casting him *in the worst light possible*. The Councilmember labeled me mean-spirited, vindictive, and misrepresenting the truth. *The letter was obviously meant to damage my reputation in our Island community.*

Writing and distributing this letter lies somewhere between political editorial reflecting person opinion — and malicious gossip. The passive-aggressive role of both is to enhance power or prestige — especially if one claims to be a victim. When a gossiper spins a story about a person, facts are set aside. The truth can be twisted, slanted, and misrepresented. Story-telling serves a coercive role — revealing for others what is socially acceptable — and what is not — by drawing attention and anger toward an intended target. Regardless of which analogy is appropriate, *the Councilmember's intent was retaliation, belittling of my concerns, and the deliberate attribution of some really nasty traits to me personally.*

Issue #3. A history of Questionable, Antagonistic References

When I became aware of Councilmember Peltier's retaliatory memo, I initiated a public records request of his recent communications. I looked back two weeks before the August 14th Council meeting and I looked forward to see two weeks of responses to his messages about me. I was surprised at Mr. Peltier's reference to his having ***a long history*** with me. I wanted to see who had received that memo — and whether the Councilmember might actually have some longer standing resentment toward me.

As I went back in time, to August 1st, I began to understand that the Councilmember had already laid groundwork to discredit me. In fact, as Island voters contacted him with worries and frustrations about tree removal and the new developments on Madison Avenue, the Councilmember had a ready response: he reported that ***he*** **could have stopped those developments …** ***except for me*****.**

> *" … **because Bonnie McBryan complained** about her and her husband's mini hotel project down by the Fairbanks building on S. Madison that would have been held up and her life savings **supposedly** put in jeopardy, and **losing sleep, etc.**"* ***Exhibit 9.***

I also found that Councilmember Peltier used my public comments, and his "story" about them, as rationale for his ethics complaint against our former City Manager. Mr. Peltier's first letter to the ICMA is presented in attached. Here is part of what he had to say:

> *"One of the effects of Doug, a very prominent member of the community, labeling me as "bully" and blaming me for his resignation, was to give permission to others to impugn my character. This has been happening on facebook over the past several days with Doug's wife participating.*
>
> ***At tonight's council meeting a woman who knows his wife got up and accused me, a liaison to the Design Review Board, of imposing conditions on development proposals, including her's. I couldn't do that if I wanted. It was completely made up.***
>
> *I believe that Doug's example of name calling in the newspaper article, and vague accusations, played a role in the personal attack on me by providing permission from a person in a position of authority. While present at the meeting, Mr. Schulze made no attempt as a friend of his wife's* ***proceeded to lie about me shamelessly."*** ***Exhibit 10.***

The Cumulative Impact

Sometimes the cumulative impact of an individual's actions are much greater than the simple sum of their individual acts. In this case, Mr. Peltier's public comments and letters seem part of a ***personal campaign to discredit and retaliate against Bonnie McBryan.*** The impacts have spiraled for me individually and for the community at large. The significance for me is ***a widely tarnished reputation***. I've attached illustrative documentation of the results in Exhibit 11.

Now that I have read 25+ direct responses to Mr. Peltier's letter I am quite sad. His constituents took his words as facts — feeding back to him his assertions that I had "attacked" him and that I was "vindictive." Fellow Islanders used Mr. Peltier's verbiage about the City Manager — accusing me of *name-calling*. And though I made no mention of the Moratorium in my comments, Mr. Peltier did — and the blame that the Councilman placed on me, personally, for allowing other projects to move forward appears again and again. There were no immediate messages to Councilman Peltier, concerning my comments, until after his letter was distributed. Mr. Peltier has successfully built his story about me and shared it with my neighbors and my friends. My professional friendships, my good name with current and former City Council members, and my future ability to participate in public affairs have been compromised.

As a community, we all observed a Council member's ***rebuke and retaliation*** toward a citizen who spoke up during a City Council meeting. Island citizens are now on notice about what to expect if we cite negative newspaper reports or ruffle a councilmember's feathers. We can expect to be shouted down, repeatedly called out as "liars" and

otherwise discouraged from participating in city affairs. This intimidation is meant to quash public discourse.

I am filing this complaint because because a councilmember's actions are extraordinary! My complaint is not about policy disagreements. Its not about whether I like or dislike the councilmember. The Councilmember could have responded to me, and approached his constituents, with very different messages. ***He repeatedly chose borderline defamation.***

In my opinion, all City Council members should have felt obligated to interrupt the Councilman as ***he blasted me*** at the end of the meeting. By allowing Mr. Peltier to rant against me, City Council tacitly approved of his commentary — ***seven times he called me a liar***. They allowed his use of the "Good of the Order" period of the agenda for an angry tirade against a citizen, for intimidation toward any future commenter, and for the individual Councilmember to put his own spin on my words.

I absolutely deny Mr. Peltier's repeated statements that I lied to City Council. I believe that repeatedly labeling me as a liar is character assassination. That this appears to have been condoned by the Mayor and uninterrupted by other city council members is alarming.

This problem is not going to fix itself.

I am asking you, as members of the COBI Ethics Board to address Ron Peltier's use of confrontation and intimidation toward a citizen and member of the public. The record of Mr. Peltier's verbal and written tirades, in reaction to my comments on August 14th, presents evidence of the ***bullying tactics*** *about which I echoed concern.*

This complaint asks for your opinion and advice on Ron Peltier's conduct in televised commentary, in repeated references to me in his written correspondence, and in the wide distribution of his written condemnation of me. Do these actions demonstrate the ***ethical integrity, honesty, civility and respect*** *that our community should expect of our elected officials? Are these actions that we would honor if exhibited by any employee, committee member, or elected official associated with our City?*

My complaint asks: When is a public official allowed to undertake a multi-media effort to demean and demonize a citizen? If our City's Values, Ethics Program, and Governance Manual are not applicable then why do we have them?

Exhibit 1: Background on Ethics Complaint

Kitsap Sun Article
In August of this year the Kitsap Sun published an article titled **"Bainbridge Island City Manager has had enough"**. The article was published in print and online editions. It highlighted our City Manager's reasons for leaving employment with COBI and called out City Council Member Ron Peltier as a "bully." The article can be reviewed in Exhibit 7.

Comments during Public Comment Period, August 14, 2018
A week later, at the first City Council meeting after the **Kitsap Sun** publication, I spoke during the Public Comment period at the start of the business meeting. I stepped up to the microphone with two intentions: first, to thank our City Manager for years of service to the Island; second, to express concern about the allegations highlighted in the article.

> *"Like many others, though, I am pretty concerned that Doug's resignation came, at least in part, because of a council member behaving as a bully. I don't want to be mean-spirited here. But it seems that somebody in the public needs to stand up and address this issue."* ***Exhibit 6.***

After my comments Councilmember Peltier responded with his own. Transcripts of both are presented in Exhibit 6. I understand Mr. Peltier's initial reaction to my reference to the Kitsap Sun article. Anyone who is publicly criticized should cringe; being labelled, even ***allegedly***, as ***a bully***, by a news source, especially given our national concern about bullying, is demoralizing. That characterization, though, did not originate with me.

Comments During Public Hearing
Later in the same Council meeting, a Public Hearing was undertaken on Ordinance 2018-25, **Emergency Ordinance Relating to Heritage Tree Preservation**. My husband, Cihan Anisoglu, had signed up to speak but had to leave the City Council meeting. I asked to speak for him and my comments begin at Video Time Marker 1:12:54 of the August 14th meeting.

As the record shows, Councilmember Peltier countered my comments with an immediate and abject denial. Councilmember Blossom corrected him.

Background on Proposal to Develop Property on South Madison
The final words that I spoke during the Public Comments part of the August 14th meeting relate to my involvement in a proposed building on South Madison. My husband, Cihan Anisoglu and I own and operate The Eagle Harbor Inn. We built this small hotel 14 years ago. For the past few years, we have dreamt of expanding our business to a vacant lot on Madison Avenue South. We purchased the property two years ago, with partners, and submitted our development proposal to COBI on October 1, 2017.

Our building project became familiar to City Council members after the passage of the City's development Moratorium. My husband and I spoke at several Council meetings and met with

several Council members to talk about the moratorium's likely impact. Eventually, City Council agreed that our project, and others, would be exempted.

Councilmember Peltier initially opposed amending the Moratorium to exempt our project. However, he drafted and introduced the amendment that would allow our project to proceed. We expressed our gratitude to Mr. Peltier and to the other City Council members who unanimously agreed to this exemption.

I include this history to clarify my reference to our project during my public comments and because Councilmember Peltier asserted that the Moratorium had caused me to dislike him. Quite simply that is untrue.

Design Review Committee Background
The DesignReview Board (DRB) is established by COBI ordinance and code as an *advisory* committee. The DRB's review of projects is currently limited to determining whether a proposed development complies with the adopted Design Guidelines in our city code.

Recently however, the DRB began reviewing additional characteristics and details of development projects. Whereas the DRB previously limited their reviews to a checklist of the items specifically included in the City Design Guidelines, in reviewing our project, the DRB expanded their review to include random design features of our building. DRB *adopted for our building project a list of "recommendations" with a separate list of "conditions of recommendation for approval".* ***"Condition" as defined in the dictionary is "a state of affairs that must exist or be brought about before something else is possible or permitted."***

Here are the recommendations and conditions adopted at the April 23rd Meeting of the Board.

*DRB Recommendation: *Condition of recommendation*

- *Green Screen over brick for ivy to grow up to protect the mortar*
- *Consideration for a lift or elevator from basement parking to units*
- *Look into the Fair Housing Act and how the project meets the requirements**
- *Move bedroom window on lower level over to the right so the bed isn't right up against the window and create more of a secluded area for the bed**
- *Check the grade next to the handicap parking spot*
- *More street trees in front of the blank walls*
- *Prepare a landscape plan for DRB review**
- *Add additional windows to the master bedroom of the southeast facing the harbor**
- *Discuss with neighboring property if you can move the handicap parking spot north*
- *Paint color to be more creamy than white*
- *Confirm code requirement for square footage vs. number of exits required*
- *Bring color and building material samples for DRB review before project is built**

At the following DRB meeting, as I referenced in my public comments, the same committee imposed again a "condition" — for the approval of a building at Bay Hay and Feed.

Councilmember Peltier is the Council liaison to the DRB. He has been the primary advocate for expanding functions for DRB and was in attendance for the two reviews I cited; *he knows, or should have known, that I was speaking truthfully.*

Mr. Peltier had conveyed to me in written correspondence, earlier this year that he had talked with the Chair of DRB about expanding the importance of the committee's reviews. That same evening he addressed the role of the DRB during the process of amending the moratorium. Documentation of both appear in Exhibits 9 and 10.

> ***"****The DRB Chair believes we can address design guideline issues with those SPR and CUPs in the pipeline* ***with a heightened sense of importance in how they are reviewed and permitted." Exhibit 9.***
>
> *"I spoke to the Chair of the DRB about this [language to amend the moratorium to exclude projects already submitted to COBI] … He suggested a path forward. … There might be* ***some heightened scrutiny****." **Exhibit 10.***

I attended the February 15th Council meeting. Knowing that our project would soon be before the DRB, I was on high alert for impacts on our project. I acknowledge that, while nervously addressing the Council on August 14th, I didn't correctly recall Councilmember Peltier's exact statement, from the Dias. However, I had heard and understood from his email message and his comments at the meeting that a compromise had been reached — with Councilmember Peltier's oversight. Mr. Peltier drafted the amendment for our project. It would be exempted from the moratorium, but, with the Councilmember's full knowledge it would be subject to a more stringent review process than it would have received without the moratorium.

Please take note that this complaint is not directed at the Design Review Board. The many *recommendations* offered by the DRB on the Madison Project are appreciated. My architect husband enjoyed hearing the observations and suggestions from the committee — but we are unlikely to comply with all of the "recommendations" and the "conditions" imposed.

Exhibit 2. Councilmember Ron Peltier's Comments presented during the agenda item named "For The Good of the Order" on August 14, 2018

Video Time Marker 4:32:32

Yes I have something for the Good of the Order. At the beginning of the meeting Bonnie McBryan got up and attacked me. She lied about things. I think she felt permitted to do that, by the City Manager's comments in the Sun article, in which he labeled me as a bully and the reason that he has resigned. To have one of the most prominent people in the city basically make a slur toward a council member, without any details as to what it means, in my mind gave permission to ***someone like Bonnie McBryan to get up and lie about me.***

I wanna explain what she said. She said I put conditions on the Rolling Bay remodel. That they can't use bricks on their new building. ***That's a total lie and she knows it****. But she felt empowered that she could get away with* ***lying*** *about me.*

What really happened in that meeting, and I don't influence the conditions or the recommendations that the committee, or the Board, the DRB makes for projects. The Chair said he didn't like the idea of bricks because it wasn't consistent with the rest of the architecture there. It wasn't a mandatory requirement. And in fact Howie Block, who was there at the meeting, was fine with it because it would save him money. I had nothing to do with it.

The second one is that she said I had placed conditions on her project down here on South Madison.

That is an absolute lie and Bonnie knows it*. She's just* ***personally attacking*** *me.* ***She doesn't like me.*** *We have a history that goes back aways. And I feel that she felt empowered to* ***attack me*** *because she saw the most prominent person in the City attack me and blame me for the fact that he's resigning. And then also saw his wife, posting on Facebook.*

So, I just want to put you all on notice that I am considering filing an ethics complaint with the ICMA because I feel that the City Manager has violated the code of ethics of the ICMA.

And, I'm not going to tolerate ***being attacked****. I mean, have you ever seen that happen to somebody where they are* ***attacked****, at the beginning of a meeting, and have* ***lies*** *told about them. Really, Joe? You've had lies told about you? I don't think so. So I'm kinda pissed off and* ***I'm not going to just take it and have people lie about me.***

Exhibit 3. Councilmember Ron Peltier's Email Distribution to130+ recipients, August 18, 2018

Ron Peltier <rpeltier@bainbridgewa.gov>

Subject: McBryan Comments

To: List of 120+ recipients removed by Bonnie McBryan

Hi All,

I apologize for not using Bcc but I'm not allowed to at this time due to requirements of the public records act. If you reply to this please don't reply all.

Last Tuesday night a citizen got up to comment and ***launched into an attack on me that was inspired by her intense dislike of me due to the moratorium*** and having been emboldened by the comments of our city manager in an article in the Kitsap Sun where he labeled me as a "bully". A friend has transcribed the comments, which include the Mayor, so you can read them in their entirety.

What disappoints me the most when reading the transcript is to hear the Mayor say that he appreciates what's being said. Maybe so but the role of a Mayor is to maintain a respectful environment. That's what I did as Deputy Mayor. ***You don't let people get up and bash other people, in this case lying about someone to cast them in the worst light possible.***

Please feel free to share the transcript. While we don't like to think about it ***there are mean spirited and vindictive people in our community who will misrepresent the truth if it suits their purposes.***

Best Regards,

Ron Peltier

Attached: Transcript of comments

Exhibit 4: Related Email Messaging from Ron Peltier

To: Olaf Ribeiro;

Cc: Christina Doherty; Charles Schmid; Ce Perkins; DOUGLAS A RAUH; Charlotte Rovelstad; Lisa Neal; Mary Clare Kersten; Rasham Nassar; Jon Quitslund; Mack Pearl

Subject: Re: Tree removal on Madison Ave.On Wed, Aug 1, 2018 at 6:52 PM,

Olaf,

I've know this was in the works and dreading when the demo and clearing would begin.

Some background on the two developments associated with the clearing on Madison. Both projects are owned by *the Ohrts, who are California developers who spotted BI as a place to loot and pillage*. They are also doing the two subdivisions between Weaver and Finch.

Of the two developments associated with the clearing on Madison, one is a subdivision that submitted in December just before the moratorium was enacted, the second (where the Sakuma house was demolished) is a Site Plan Review (SPR). There was no way we could have stopped the subdivision, as they got their application in before the moratorium (and subdivisions vest).

We would have stopped the SPR, however, if three members of the city council hadn't insisted on exempting SPRs that had scheduled a pre ap meeting prior to the effective date of the moratorium.

That happened because Bonnie McBryan complained about her and her husband's mini hotel project down by the Fairbanks building on S. Madison that would have been held up and her life savings supposedly put in jeopardy, and losing sleep, etc.

One council member's response was "we don't want to hurt anybody", so he and two others insisted on the exemption for site plans that had scheduled a pre ap meeting. I mentioned the project at the Vet Clinic (old Sakuma property), and that it had been panned by the DRB. There was absolutely nothing more I believe I could have done and it makes me sick. The moratorium, as it was, was hanging by a thread with Michael Scott, who initially voted for it, coming out against it.

Ultimately the DRB recommended against the SPR at the old Sakuma Property and the Planning Commission recommended approval.

The council members who supported a version of the moratorium that would have stopped the SPR at the old Sakuma property were: Rasham, Kol, and me. Sarah had recused herself from the discussion and the other three would only support continuing the moratorium if it exempted SPRs that had scheduled a pre ap prior to the effective date of the moratorium. A short sighted approach, intended not to hurt anyone, has hurt a lot of people who see our Island's special character slipping away.

Best Regards,

Ron

Exhibit 5: Email Message from Councilmember Peltier to ICMA

Ron Peltier <rpeltier@bainbridgewa.gov>

Ethics Complaint

To: "mperego@icma.org" <mperego@icma.org>

Cc: Rasham Nassar <rnassar@bainbridgewa.gov>

Hi Martha,

I'm a city council member in the City of Bainbridge Island in Washington State. I want to file an ethics complaint against our City Manager, Doug Schulze. Doug resigned last week and had choice words to say about me and the rest of the city council in a newspaper article. You can read that article at the link below.

Though Mr. Schulze had plenty of opportunities to share his concerns with us as a group in a constructive way, he chose not to. One of the effects of Doug, a very prominent member of the community, labeling me as "bully" and blaming me for his resignation, was to give permission to others to impugn my character. This has been happening on facebook over the past several days with Doug's wife participating.

At tonight's council meeting a woman who knows his wife got up and accused me, a liaison to the Design Review Board, of imposing conditions on development proposals, including her's. I couldn't do that if I wanted. It was completely made up.

I believe that Doug's example of name calling in the newspaper article, and vague accusations, played a role in the personal attack on me by providing permission from a person in a position of authority. While present at the meeting, Mr. Schulze made no attempt as a friend of his wife's proceeded to lie about me shamelessly.

Please let me know the next steps in filing a formal complaint.

Thanks,

Ron Peltier

Exhibit 6: Transcript of Public Comments by Bonnie McBryan on August 14, 2018
Transcript of direct response from Councilmember Ron Peltier

Video Time Marker of 3:24

I wanted to speak up this evening about the Kitsap Sun's article and the resignation of our City Manager, Doug Schulze.

I believe that our community has been really lucky to have Mr. Schulze serving our Island. I want to publicly thank him for the work that he and his rather extraordinary staff have done for six years. Geez, we don't always agree Doug and I— but Doug, Doug treats people with undeviating respect and kindness. I've worked for quite a few cities in my years in the public sector and I have found that his knowledge and skills are top notch. He has really engaged in our community and volunteered for so many events — I am just sorry to see this genuinely friendly and caring man leave our Island.

Like many others, though, I am pretty concerned that Doug's resignation came, at least in part, because of a council member behaving as a bully. I don't want to be mean-spirited here. But it seems that somebody in the public needs to stand up and address this issue. There are a lot of different adjectives that have been applied to Ron's comments and behavior here on City Council, in his written responses to members of the community, and at public hearings. But now that the call has been made, about bullying tactics, it is up to you, as our elected officials, to really dig into this ***allegation****. You need to look at public opinion you need to look at social media and the stories, the anecdotes that people are posting there, you need to read Ron's messages to his followers and at his responses to constituents.*

Interrupted by Mayor relative to maintaining decorum.

I am asking you to assess whether your fellow council member's words and his actions are simple breaches of etiquette — or of ethics.

I do want to add another concern to your considerations. You probably recall that my husband and I have been trying to build on our property on Madison Avenue South. A few months ago Mr. Peltier announced at a council meeting, that he has instructed city advisory committees to tighten the review process for building approvals. That means that the committee he works with has added conditions to our project and others. For example Bay Hay and Feed has just been told that they cannot put brick on on their building.

Stopped by the clock.

Video Time Marker of 7:15.

I think that if your going to make accusations, if anyone wants to make accusations, I think you need to substantiate them. Give an example. You claim that I directed a committee to impose conditions on somebody. That is absolutely false. If you're going to make accusations, you need to substantiate those, be specific, give an example. Getting up here and making accusations about things I've said and done ...

I stepped back to the microphone at Video Time Marker 7:50 to say:

My request is that your fellow councilmembers consider whether your behavior is ethical or not. This is intimidation, that's sad.

Exhibit 7. Article in Kitsap Sun

Fed up, Bainbridge Island City Manager Doug Schulze leaving for a job in California.

Nathan Pilling, Kitsap Sun Published 7:49 p.m. PT Aug. 8, 2018

BAINBRIDGE ISLAND – Bainbridge Island City Manager Doug Schulze is leaving the post he's held with the city since 2012 for a city manager job in California, citing problems with the island's City Council along with community criticism and negativity as his reasons for looking for a new job.

Schulze confirmed to the Kitsap Sun that he is stepping down to become the city manager for the city of Banning, which sits about 80 miles east of Los Angeles astride Interstate 10. His last official day with the city will be Oct. 2.

"When I became City Manager for the City of Bainbridge Island, I fully intended for this to be the last stop of my career," Schulze wrote in his resignation letter submitted to council members on Friday. "Bainbridge Island is a fantastic place to live and I have built personal and professional relationships with many people. However, I have determined that it is best for this City Council to hire a city manager that will be a better fit for the direction it is moving."

A frustrated city manager

In an interview, Schulze detailed a variety of frustrations he's had over the last few months, including council members giving greater weight to the opinions of members of the public than to recommendations from city staff, short-sighted thinking on projects like the Sound to Olympics Trail pedestrian bridge and a lack of focus on priorities from City Council, he said.

"If you listened to council meetings, there's rarely a meeting that goes by that we don't have a new topic or new issue brought forward for the council to consider or for staff to work on," he said. "If you look at our work plan … for a city our size, our work plan is ridiculously long. We're a pretty lean organization. We don't have any staff waiting for new projects. Their plates are full. Each time a new idea is brought up, it means something else doesn't get done in the timely manner we had planned."

Schulze lamented what he sees as City Council members – "essentially volunteers" – becoming involved in decisions he feels should be left to professionals. He cited examples such as the council ending the Sound to Olympics pedestrian bridge proposal — a project that he feels the city will have to do someday – and rejecting $2 million in grant funding the city had won for it. Or, a new proposal being considered by the council that would shift authority for some land-use reviews and permits from the city's hearing examiner and planning department director to the City Council.

"There's a reason for the past 20 years that cities have moved away from that format to the hearing examiner process, because a hearing examiner's a trained expert, typically an attorney, that has land-use expertise and understands how to create a record," Schulze said. "The council doesn't have the time to do that."

Schulze also pointed to criticisms of city projects from a vocal group of "armchair quarterbacks" and **conflicts with Councilman Ron Peltier** as contributing reasons for his departure. **"Ron has been difficult,"** Schulze said. **"He's a bully and everything is a second-guess and a battle."**

“The negativity is really what has weighed on me, to the point where I realized I’m losing passion for the job, because everything is so hard to do, whether it’s a project like Waterfront Park or the city dock or widening shoulders on a road.”

“It’s just not something I want to be a part of,” Schulze said. “I want to be a part of positive community building.”

Peltier fired back in an interview, saying that while he wishes Schulze well, he hasn’t been satisfied with his job performance and that he sees the split as a fresh start for both parties.

“I think he’s right, I think he isn’t a good fit for where we want to go,” Peltier said. “That sums it up, and I think it’s a great opportunity to find someone who is a good fit and complement to where the community and the City Council is going.”

A steady hand

Schulze leaves with an eye to put his stamp on a city going through some of the instability Bainbridge experienced when he came onboard. Banning has had 11 individuals doing its city manager work over the last 11 years, he said. At one point the city’s police chief served in the role but then recently resigned both positions. In recent years grand juries have investigated ethics questions and “handshake deals” done by city officials.

Schulze said it’s the type of job he’s been attracted to in his career, one with an opportunity to be a steady hand.

Despite the difficulties on Bainbridge, Schulze has a few highlights he’s proud of in his nearly six years with the city: improving an aging city sewer system in Eagle Harbor, completing a renovation of Waterfront Park, replacing the city’s dock there and opening the first segment of the Sound to Olympics Trail along Highway 305, he said.

He’ll miss Bainbridge Island, he said, but it had become clear it was time for him to move on.

“The island is a wonderful place to live,” he said. “The talent that’s here, we’ve made some really good friends here on the island.”

What’s next?

The city will likely begin a search for Schulze’s replacement soon, and Deputy City Manager Morgan Smith will be a natural choice to serve in an interim role. Smith previously served in that position before Schulze was hired in 2012 and has been with the city since 2010. In recent years, she’s overseen the city’s biggest project: moving to find a new home for its police department and municipal court facility.

Councilman Matthew Tirman said he expected that the council would begin discussing a process for finding Schulze’s replacement at its next meeting.

“In terms of priorities, (hiring a new city manager) becomes priority No. 2 or 3, aside from getting the police station project sorted and funded and moved on,” Tirman said. “The priorities definitely change now.”

Deputy Mayor Joe Deets said he's been pleased with Schulze's work and said he was sorry to see him go.

"Doug was a professional city manager of the highest caliber," Deets said. "It'll be difficult for us to find a replacement at his level."

Exhibit 8: Email Message from Rasham Nassar to Mayor Medina

From: "Rasham Nassar" <rnassar@bainbridgewa.gov>
Subject: re: phone call
Date: Aug 11, 2018 at 4:14:07 PM
To: "Kol Medina" <kmedina@bainbridgewa.gov>
CC: "Ron Peltier" <rpeltier@bainbridgewa.gov>, "Matthew Tirman" <mtirman@bainbridgewa.gov>

Hi Kol,

Hope you had a lovely vacation! I left you a voicemail earlier today – in light of the fact that you are probably very busy catching up with council business I'll just go ahead and share my thoughts in email.

As you've probably by now read the Kitsap Sun article about Doug's resignation, I wanted to request that we hold an executive session prior to the start of our council meeting this Tuesday to discuss this matter without the city manager present. If you have time for a call sometime tomorrow I'd appreciate an opportunity to share my thoughts/concerns in greater detail with you ahead of Tuesday. Maybe you're planning an email to council which might address some of these concerns? I am eager to hear your perspective/take on the matter, as ***the article has stirred much heated discussion and controversy in the community and I believe it is incumbent upon us to address and respond to this news as soon as possible – in a mature, professional, proactive, and responsible way.***

If I haven't said it already I very much appreciate your service to our community, and your time and commitment as mayor on the city council. I am looking ahead with positivity and optimism and gratitude, holding the sincere hope that we can get through this and be better for it.

Thanks!

Rasham Nassar
Bainbridge Island City Council

Position 5, Central Ward
rnassar@bainbridgewa.gov
(206) 300-6181

Exhibit 9: Memo to Bonnie McBryan from Councilmember Ron Peltier, Concerning increased role of Design Review Board

Ron Peltier <rpeltier@bainbridgewa.gov>
Re: Proposed Moratorium Amendment
To: Bonnie Anisoglu [redacted] > Cc: Rasham Nassar <rnassar@bainbridgewa.gov>, cihan anisoglu [redacted] >

On Feb 14, 2018, at 8:06 PM, Ron Peltier <rpeltier@bainbridgewa.gov> wrote:

Bonnie,

I had a conversation today with the Chair of the DRB regarding Major Site Plans and Conditional Use Permits. I explained to him the current debate regarding Site Plans and Conditional Uses per the moratorium. He advise the best way to address those in the moratorium is to allow all Site Plans and Conditional Use Permit proposals that initiated the City's land use review process before the effective date of the moratorium to continue through the process, whether they were complete applications or not. I'm preparing a motion to that effect for Thursday night's meeting.

The DRB Chair believes we can address design guideline issues with those SPR and CUPs in the pipeline with a heightened sense of importance in how they are reviewed and permitted.

I believe this would allow your SPR to proceed unabated, so **is that proposed language something you can support**? If so I hope you will convey that to other members of Council.

Thanks,
Ron Peltier

Exhibit 10. Transcript of Councilmember Peltier's Comments at City Council Meeting February 15, 2018

Audio Recording Time Marker 7:15

> *I spoke to somebody on — actually the Chair of the Design Review Board. He suggested a path forward, that we allow all major site plans and conditional uses that have already initiated the process to continue through the process.*

When asked how this would impact the DRB Mr. Peltier continued:

Recording Time Marker 12:00

> *Their role wouldn't change. There might be some heightened scrutiny as projects go through the Design Review Board.*

Exhibit 11: Documenting Impacts

August 19, 2018

To: Bonnie McBryan

From: Kate Gormley

Dear Bonnie,

I watched the City Council meeting of the other night, and was so upset and saddened by your unkind words about Ron Peltier. We have known Ron for many years, and strongly supported his candidacy. ***Ron's intention for the building moratorium was not to cause trouble for you, but to slow down the massive subdivision construction, and clear-cutting on the island.*** *For you to repeat the ridiculous assertions of the outgoing City Manager was cruel and uncalled for.*

I really hate how contentious, divisive and mean-spirited this island has gotten. I'm sure we are all feeling the horrors of the national situation, but we shouldn't let it spill over into our personal emotions and our local politics. I feel that there is a concerted effort by certain groups to smear Ron for their own purposes. Please don't you add fuel to that fire.

Bonnie, I have always liked and respected for all you and your husband do for this community.

Best,

Kate

Please note that I didn't mention the moratorium in my comments; Councilmember Peltier asserted in his letter to constituents that I harbored "intense dislike" of him because of the moratorium.

5645445From:
"Tami Meader" [redacted]>
Subject:
Last nights meeting.
Date:
Aug 16, 2018 at 7:31:27 AM
To:
"kmedina@bainbridgewa.gov" <kmedina@bainbridgewa.gov>, "sarah blossom" <sblossom@bainbridgewa.gov>, "mtirman@bainbridgewa.gov" <mtirman@bainbridgewa.gov>, "rnassar@bainbridgewa.gov" <rnassar@bainbridgewa.gov>, "jdeets@bainbridgewa.gov" <jdeets@bainbridgewa.gov>, "lschneider@bainbridgewa.gov" <lschneider@bainbridgewa.gov>, "Ron Peltier" <rpeltier@bainbridgewa.gov>

Dear Kol and Council,

I was taken aback last night at how the council meeting was handled. You allowed Ms. McBryan to disparage your fellow council-person Peltier, on your turf and, in a very public way.

How would you have felt if this had been you last night knowing what was being said was not factual?? I'm sure not very good. Kol, you let her continue enough to get her point across even though it is obviously personal for her. I would like to know your thoughts here.

I once reminded council person Tollefson of some disparaging remarks he made to someone in a public email. He recognized his mistake, apologized and met with the person to discuss their differences.

*Recently Ms. McBryan was **practically hysterical** in front of the council explaining the 'world will end' if shovels don't hit the earth by August for her building project. I believe the moratorium was changed so she could save her "life's savings" invested into a new Inn **thus allowing 2 other large scale developments in under the wire to develop in Winslow.** ....yay.*

By the way I don't see any shovels yet on the property in mid-August.

If you go on Facebook (which I avoid as much as possible) you will see she's been on a rampage against Ron after the newly resigned city manager's article to the press. It was fuel for the fire. This is sad and so political.

I apologize for being so harsh, it doesn't seem like you have things figured out. I'm sure you will correct me if I'm wrong.

Sincerely,
Tami Meader

Comments to COBI Ethics Board
RE: McBryan Complaint
November 14, 2018
Ron Peltier, COBI City Council Member

RESPONSE TO BONNIE MCBRYAN ETHICS COMPLAINT

There's a lot going on in Bonnie McBryan's October 1st ethics complaint against me. I'm going to keep my comments regarding her complaint fairly short and to the point.

Did Bonnie intentionally misrepresent the truth in comments at the 8/14/18 city council meeting?

When Bonnie got up to speak at the beginning our 8/14 council meeting she read from a prepared statement on a piece of paper. She started out by complimenting our departing city manager, Doug Schulze, and lamenting his imminent departure. She then took a queue from Doug's newspaper interview, where he describes me as difficult and a "bully":

"Like many others though I'm pretty concerned that Doug's resignation came at least in part because of a councilmember behaving as a bully. I don't want to be mean-spirited here, but it seems that somebody from the public needs to stand up and address this issue.

There are a lot of adjectives, a lot of different adjectives that have been applied to Ron's comments and behavior here, in city council, in his written responses to members of the community at public hearings, etc. But now the call has been made about bullying tactics. It's up to you as our elected officials to really dig into this allegation. You need to look at public opinion. You need to look at social media and the stories, the anecdotes that people are posting there. You need to read his messages both to his followers and to those with whom he disagrees. You need to—"

After being temporarily interrupted by Mayor Medina, Bonnie continues with one last statement about me:

"A few months ago Mr. Peltier announced at a council meeting that he has instructed city advisory committees to tighten the review process for building approvals. That means that the committee he works with has added conditions to our building and to others. For example Bay Hay & Feed has just been told that they cannot put brick on the exterior of their building. They have to follow the directions of this committee and use wood."

That last statement by Bonnie went beyond name-calling and innuendo: it was a blatant misrepresentation of the truth intended to impugn my character. In her complaint, though, Bonnie has cited comments I made in an email and at a council meeting in an attempt to prove that she was correct. On February 14th I wrote in an email:

"The DRB Chair believes we can address design guideline issues with those SPR and CUPs in the pipeline with a heightened sense of importance in how they are reviewed and permitted."

On February 15th I made the following comment at a city council meeting during a discussion on the building moratorium. It was mainly in response to the heart rending pleadings of Bonnie as to how the moratorium was putting her life savings in jeopardy and making it impossible for her to sleep at night. Because two of my colleagues were swayed by Bonnie's sad tale, it had become politically necessary to provide a loophole that addressed Bonnie's situation in order to prevent the moratorium from being gutted. Here I am commenting on how to possibly create that loophole:

"*I spoke to somebody on — actually the Chair of the Design Review Board. He suggested a path forward, that we allow all major site plans and conditional uses that have already initiated the process to continue through the process.*

When asked by a colleague how this might effect the role of the DRB I answered:

"*Their role wouldn't change. There might be some heightened scrutiny as projects go through the Design Review Board."*

When you look at those statements do you see evidence that I *"instructed city advisory committees to tighten the review process for building approvals"*? To be clear, that is something I couldn't do, even if I wanted. If you have any doubts about the facts as they relate to Bonnie's claim you can ask members of the Design Review Board or City Council.

More misrepresentation of the truth in her complaint to the Ethics Board
On page 5 of Bonnie's complaint she attempts to retroactively edit what she said on 8/14:

> "Mr. Peltier claims that I accused him, personally, of strapping our project with conditions. However, ***I was specific*** in saying that:
>
> *"The committee he works with has added conditions to our property."* **Exhibit 6.**

Well, that is not exactly what Bonnie said. She has left out the first three words of the sentence as spoken at the 8/14 meeting (*"That means that.."*): three words that connect that sentence with the one before to convey a clear meaning. Here is the correct version of the sentence cited above by Bonnie, with the three words added (you can confirm this is the correct version by looking at Exhibit 6 in Bonnie's complaint):

"That means that the committee he works with has added conditions to our building and to others."

It's an extension of the sentence that came before it. Here they are together:

"A few months ago Mr. Peltier announced at a council meeting that he has instructed city advisory committees to tighten the review process for building approvals. That means that the committee he works with has added conditions to our building and to others."

The intended meaning of what Bonnie actually said is pretty clear: that I instructed city committees to tighten the review process for development and that resulted in additional conditions being added to hers and others projects. That is just not true, and by the fact that Bonnie has attempted to misrepresent what she actually said, I think she knows it's not true.

A pattern of not telling the truth

Not only did Bonnie blatantly misrepresent the truth during her comments at the 8/14 city council meeting: she has gone to further misrepresent the truth in her ethics complaint by misrepresenting what she actually said. There's a clear pattern here, and it's not one that reflects a deep commitment to telling the truth.

Was my response to Bonnie in keeping with our ethics code?

I believe I had a right to defend myself against what I perceived to be a personal attack in which Bonnie used name-calling, innuendo, and misrepresentations of the truth to impugn my character. However, I do believe I could have been more restrained and measured in how I responded.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:30 PM) The Landing Final Long Subdivision, Resolution No. 2019-10 - Planning,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

I move to approve Resolution No. 2019-10 relating to The Landing Final Long Subdivision.

SUMMARY:

The Landing (formerly Bainbridge Landing) received Preliminary Long Subdivision and Site Plan Review approval in April 2017. Application for Final Long Subdivision was submitted in September 2018. A decision on the Final Long Subdivision application is required by the City Council in accordance with BIMC 2.16.160.

FISCAL IMPACT:

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

BACKGROUND:

Bainbridge Landing, LLC, requests final subdivision approval of a 27-lot plat for development of 140 residential units, including 25 townhomes and a 115 unit apartment building. The Hearing Examiner entered his final order and decision on April 6, 2017, approving the preliminary subdivision.

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

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

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

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

ATTACHMENTS:

Resolution No. 2019-10 The Landing Final Subdivision

Exhibit A Compliance Notation Report.pdf

Exhibit B The Landing Final Plat.pdf

Exhibit C Easements and Agreements.pdf

Exhibit D Hearing Examiner Decision.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2019-10

A RESOLUTION of the City of Bainbridge Island, Washington, approving The Landing Final Subdivision.

WHEREAS, the final subdivision application for The Landing creates 27 lots for development of 140 residential units on 4.86 acres of land located on Ferncliff Avenue; and

WHEREAS, on April 6, 2017, the Hearing Examiner entered a decision of approval for the preliminary subdivision application, with conditions; and

WHERAS, on September 19, 2018, the Kitsap Public Health District reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development; and

WHERAS, on February 1, 2019, the City Engineer reviewed the final subdivision and forwarded a recommendation for approval to the Department of Planning and Community Development; and

WHEREAS, on February 15, 2019, the Department of Planning and Community Development issued its Compliance Notation Report and thereby evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances and forwarded its recommendation for final subdivision approval to the City Council; and

WHEREAS, on February 26, 2019, the City Council conducted a closed record proceeding regarding The Landing final subdivision.

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

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

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

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

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

PASSED by the City Council this _____ day of February, 2019.

APPROVED by the Mayor this _____ day of February, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	February 22, 2019
PASSED BY THE CITY COUNCIL:	February _____, 2019
RESOLUTION NO.	2019-10

CITY OF BAINBRIDGE ISLAND

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

COMPLIANCE NOTATION REPORT – THE LANDING

Date: February 15, 2019

To: Gary Christensen, Director

From: David Greetham, Senior City Planner

Project: The Landing Final Subdivision

File Number: PLN 50520 FSUB

Applicant: Michael Brown, Bainbridge Landing LLC
19950 7th Ave NE, Suite 200
Poulsbo, WA 98370

Request: Final approval of a 27-lot subdivision

Location: 259 Ferncliff Road, a portion of the NE ¼, SW ¼, Sec. 26, T. 25 N R. 2E, W.M.

The Landing (formerly Bainbridge Landing) preliminary subdivision was approved by the Hearing Examiner on April 6, 2017, subject to the conditions below. The final plat application was reviewed in compliance with BIMC 2.16.160: The City Engineer reviewed the final subdivision to determine compliance with legal requirements and recommends approval. The Kitsap Public Health District reviewed the final subdivision and recommends approval. The Bainbridge Island Fire District reviewed the final subdivision and has indicated the proposed fire access is acceptable and provided comments applicable to future building occupancy. The Department of Planning and Community Development evaluated compliance with the conditions imposed on the preliminary subdivision and other applicable ordinances.

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

SEPA CONDITIONS:

1. The project contributes surface stormwater to a City-owned municipal storm drain conveyance system that outfalls into the Winslow Ravine just south of Winslow Way East. The City currently has a planned and funded project to upsize the system in 2017 to address a capacity shortfall. Connection to the system by the project is conditioned upon the continued funding and planned or actual construction of the upgrades, unless an alternative option is pursued by the applicant. **The City's stormwater system upgrade project was completed in 2018 and will accommodate storm drainage from The Landing.**

2. Water system concurrency and adequate fire flow shall be provided by performing one of the two water system improvements proposed in the Developer Extension Agreement application (off-site water main extension or on-site storage). **This condition has been satisfied. The developer chose to extend the off-site high-pressure system from Vineyard Lane to Cave Ave along SR-305. A water main interconnection between Ferncliff Ave and Cave Ave has been competed, along with subsequent fire flow testing. The water main extension has been installed and tested to exceed minimum fire flow requirements. (Reference: Plat Utility Permits No. PU50528 and PU50531)**

3. If the off-site option water system concurrency is pursued, the use may require a special use review permit from the City of Bainbridge Island prior to commencing any work. Replanting of any disturbed areas with approved plants would be required. **Water system upgrades as described in response to condition 2 above were reviewed by the City via the referenced Plat Utility permits.**

4. Prior to construction activities, the applicant shall apply for a Construction Stormwater General Permit (NPDES) through the Washington State Department of Ecology. **The applicant secured the NPDES permit as a condition to begin construction in 2017. (Reference: DOE Construction Stormwater Permit WAR305361)**

5. A Temporary Erosion and Sediment Control Plan (TESC) shall be approved prior to construction of both plat infrastructure and the individual lot development. The final plat shall contain a note for future property owners of the individual lot development requirement. **A TESC plan has been provided and approved by the City (reference: Permit BLD22319 GAF). The required note appears on the plat.**

6. To ensure the protection of significant trees during construction, specifically the heritage tree on the adjoining Harbor Square property, the applicant shall protect the identified areas of prohibited disturbance of the significant trees to be retained, buffers, areas of existing vegetation to be maintained, and future planting areas larger than 400 square feet. The applicant shall have an arborist on-site or available to monitor the site during grading activities within the critical root zones. In addition, the contractors shall follow the protection methods as outlined in BIMC 18.15.010 during construction and as indicated in the report provided by Fischer Bouma Partnership titled *Site Plan Review Landscape Plan Supplemental Information.* **An arborist was contracted by the developer and tree protection measures have been implemented via the approved Plat Utility documents (Reference: Permit PU50531, PLN50520-SPR&SUB). Also see response to condition 31 below (landscaping).**

7. The limits of clearing and grading shall be clearly marked in the field and inspected by the City of Bainbridge Island prior to any clearing or grading on site. **This condition has been completed. (Reference: Permit BLD22318 GAF)**

8. To provide local pedestrian connectivity for the more intensive use of Cave Avenue NE presented by the project, a standard 5-foot wide sidewalk shall be constructed or bonded for as part of the plat utility work on the east side of Cave Avenue NE from Winslow Way East to approximately 105 feet to the north. No additional ROW acquisition is required to perform these improvements**. The required sidewalk extension was included in the construction documents for associated Plat Utility permit PU50531. The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining civil improvements.**

9. To provide local pedestrian connectivity, the applicant shall construct or bond for new sidewalks along Ferncliff and Cave Avenue frontages, as indicated on the site plans. **The required frontage sidewalks were included in the construction documents for associated Plat Utility Permit**

PU50531. The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining civil improvements.

10. An ADA compliant access path available to the public shall be provided through the project site serving both public accessibility ADA egress through, connecting off the site and for accessible building egress and exit discharge. This is intended from the north access lane through the courtyard to the south access lane. **ADA accessibility is provided through the site, including through the interior courtyard. (Reference: Plat Utility Permit PU50531, site plan)**

11. To ensure recreational opportunities are provided on-site and connected to adjoining sites, the project shall provide an on-site pedestrian connection to the adjoining public park on the Harbor Square property. **Minamoto Lane, a dedicated public street within the plat which abuts the Harbor Square park, will provide the required pedestrian connection.** (**Reference: Permit PU50531, site plan)**

12. The site contains a historic home that the Historic Preservation Commission has found to be eligible for the local register. The applicant has indicated they intend to relocate the house to the adjoining property. To ensure historic and cultural resource preservation, should the home not be relocated or preserved on-site, the home shall be offered for sale for relocation. To satisfy this condition, the applicant shall provide copies of any attempts to sale prior to receiving approval of a demolition permit for the home. **The applicant chose not to relocate the historic home. The home will instead remain in its current location on site and eventually be transferred to the Parks District following completion of the final subdivision.**

13. To ensure historic and cultural resource preservation, a completed Washington State Historic Property Inventory Field Form shall be recorded with the State Department of Archeology and Historic Preservation prior to the moving or demolition of the historic home on the property. **The historic home is no longer proposed for moving or demolition and will remain on site.**

14. To ensure historic and cultural resource preservation, historic signage shall be included in the park design to commemorate the Cave family. **The applicant has agreed to integrate signage into the park design.**

15. The contractor is required to stop work and immediately notify the Department of Planning and Community Development and the Washington State Department of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during excavation or construction. **The applicant shall comply as required if cultural artifacts are encountered**.

16. All construction activities shall comply with the construction operating hours limitations contained in BIMC Chapter 16.16. Noise produced by this development must comply with the maximum environmental noise levels established by the Washington Administrative Code 173-60 or its successor. **The applicant shall comply with noise standards as required.**

17. All graded materials removed from the subject property shall be hauled to and deposited at City approved locations (Note: local regulations require that a grade/fill permit is obtained for any grading or filling of 50 cubic yards of material or more if the grading or filling occurs on sites that have not been previously approved for such activities. A SEPA Threshold Determination is required for any fill over 100 cubic yards on sites that have not been previously received a SEPA determination). **The bulk of excess material was trucked off-Island to approved disposal sites. (Reference: Grading Permit BLD22319 GAF and summary list below)**

Source	Material	CY
Allen Shearer Yard	Export	363
Arness	Export	12577
Cokamar Yard	Export	44
Seton's Contractor Yard	Export	1846
Thorndyke Pit	Export	154
		14984
Allen Shearer Yard	Strippings	262
Arness	Strippings	1401
Seton's Contractor Yard	Strippings	1078
Thorndyke Pit	Strippings	1122
		3863

18. To mitigate the possible impact on adjacent properties from light and glare, all exterior lighting shall be hooded and shielded so that the bulb is not visible from adjacent properties. All landscape lighting shall be downcast and lighting within surface parking lots shall be no higher than 14 feet above grade. All exterior lighting shall comply with BIMC Chapter 15.34. **The applicant shall comply with BIMC lighting standards and has indicated exterior lighting will be dark sky compliant**.

19. No use in this development shall produce emissions of smoke, dust and/or odors beyond the property boundary that may unreasonably interfere with any other property owners' use and enjoyment of his/her property. In addition, all sources and emission units are required to meet the emission and the ambient air quality standards specified in Chapter 173-400 WAC and administered by the Puget Sound Air Pollution Control Authority (PSAPCA), and shall apply to all air contaminants listed in that regulation. **Site development is subject to the referenced air quality standards.**

20. On site mobile fueling from temporary tanks are prohibited unless the applicant provides and is granted approval for a Permit and Best Management Plan that addresses proposed location, duration, containment, training, vandalism and cleanup. (Reference 1. Uniform Fire Code 7904.5.4.2.7 and 2. Department of Ecology, Stormwater Management Manual, August 2001, see Volume IV "Source Control BMPs for Mobile Fueling of Vehicles and Heavy Equipment".) (Chapter 173-304 WAC). **On site mobile fueling shall comply as required.**

21. To mitigate impacts on air quality during earth moving activities, contractors should conform to Puget Sound Air Pollution Control Agency Regulations which insure that reasonable precautions are taken to avoid dust emissions. **Earth moving activities shall conform to air quality standards as required**.

22. To mitigate potential impacts on air quality, cleared vegetation shall be removed from the site, processed by chipper or processed using other methods of disposal that does not require burning. **Site clearing activities complied as required.**

PROJECT (NON-SEPA) CONDITIONS:

23. The project shall meet the requests of the fire marshal including: the applicable provisions of the fire code, fire flow, and provide for fire hydrants, fire sprinkler and alarm systems for proposed buildings and underground parking. **The water system serving the project has been upgraded to meet fire flow requirements in coordination with the City Engineer and Bainbridge Fire Department, as described in the response to condition 2 above. Fire and alarm systems will be inspected prior to occupancy of individual buildings.**

24. Prior to applying for a building permit, the applicant shall provide binding commitments for the water and sewer demands for the project. **The applicant has submitted all required applications and associated fees for water and sewer availability.**

25. As requested by the Design Review Board (DRB), the applicant shall provide the natural palette for the exterior of the buildings; unless another material type is proposed and approved by the DRB and the Director. **Project exterior materials are proposed for consistency with the DRB approved natural palette. (Reference: Site Plan Review PERMIT PLN50520SPR)**

26. Internal pathways shall provide signage to indicate they are public at each entry point around the perimeter of the site and shall be surfaced with nonskid hard surfaces, meet accessibility requirements and be designed to provide a minimum of five feet of unobstructed width. The path required to connect the public park on site to Harbor Square shall also include a crosswalk on the south access road to further the connectivity of the parks. **The required features have been incorporated into the site design. (Reference: Plat Utility Permit PU50531**)

27. The project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit, the application will be reviewed for compliance with the following:

    a. The dwelling units shall be at or below 1,600 square feet of floor area;

    b. Innovative site design elements including common open space, covered parking, non-motorized connections, public walkways and electric vehicle charging stations;

    c. Landscaping and recreational opportunities that substantially conform to the site plans,

    d. LEED. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.16.020.3.f;

    e. Proof of ongoing certification with the LEED building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

    The project shall comply with all HDDP requirements through building permit review.

28. Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner. **The applicant shall allow site access as required.**

29. Prior to the City issuing the final occupancy building permit for a building that would need the bonus FAR, the applicant shall have graded and seeded the park and established walking paths, or bonded for these improvements. Additionally, the applicant shall secure a bond for play structures and benches. **Compliance with the required recreational amenities is required prior to issuance of final occupancy for applicable building permits.**

30. The final plat submittal shall include a sheet that provides the modified setback, landscaping and height requirements of BIMC 18.12.030.C. **Final plat documents comply with this condition.**

31. The applicant shall provide landscaping as indicated on the landscaping plans. As indicated and conditioned, the plans shall meet the 20' partial landscaping screen along Gilmore within the area available for planting, and replant the entire 20' buffer along Gilmore in the event that Gilmore is realigned on the easement. The 20' partial landscaping screen buffer on Ferncliff shall be provided within the park. The applicant shall provide the 20' partial landscape screen in the dedicated portion of the Cave Avenue right-of-way, in addition to the 10' on the subject property. **The building permits that require the installation of landscaping have been conditioned to meet this requirement.**

32. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. This note shall be on the face of the final plat. **The building permits that require the installation of landscaping have been conditioned to meet this requirement. The required note appears on the final plat.**

33. Landscape buffers shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan. This note shall be on the face of the final plat. **The building permits that require the installation of landscaping have been conditioned to meet this requirement. The required note appears on the final plat.**

34. The designated guest parking spaces shall have adequate 'guest parking' signage. **Guest parking signage locations are included in the plans submitted with Plat Utility Permit PU50531.**

35. On-street parking spaces shall be provided as required by the building official. **Parking spaces are planned consistent with City parking standards. (Reference: approved Plat Utility Permit PU50531)**

36. Parking space and aisle dimensions shall meet the design standards in BIMC 18.15.020.J. Spaces for compact cars shall not exceed 30% of the amount of spaces. **Parking is provided consistent with City parking standards (Reference: approved Plat Utility Permit PU50531)**

37. Bicycle storage shall be provided to accommodate at least 23 bicycles. **The project plans include parking for a minimum of 23 bicycles, as required.**

38. Given the complexity of the proposal, prior to submitting any building permit applications, the applicant shall schedule a pre-submittal meeting outlining the order of development improvements and buildings on the site. The applicant shall include information on the location of parking for construction vehicles, and all construction vehicle parking shall remain on-site. **A pre-submittal meeting was held in compliance with this condition.**

39. Depending on the option chosen by the applicant to achieve fire flow, the applicant shall secure all necessary land use and building permits prior to commencing work. **This has been completed. (Reference: Permit nos. BLD22355, PU50531 AND PU50528)**

40. Lot coverage shall be recorded on the face of the final plat. **Lot coverage information has been included with the final plat submittal.**

41. Mailbox and pedestrian signage locations shall be indicated on the face of the final plat. **This information is included on the final plat.**

42. The applicant shall provide a sheet that identifies the trees identified for retention. The following regulations shall be included on that sheet and provided as part of the final plat submittal:

    A property owner may request removal of trees required to be retained pursuant to this chapter by applying for a clearing permit with a replanting plan. Trees will be approved for removal only if they meet the hazard tree requirements.

    Failure to retain, replace or transplant trees will be enforced as follows; provided, that any fine shall be no less than three times the value of the trees, as determined by the current standards of the International Society of Arboriculture. The city may issue the following; stop work orders, injunction or abatement or any other appropriate action in courts and/or a civil infraction, subject to enforcement and fines. **The required information has been included with the final plat. A tree**

retention plan is included in the project submittals. (Reference: SPR PERMIT PLN50520SPR&SUB)

43. Survey monumentation shall be provided consistent with the Standards, Section 8-03. **Applicable survey information is included with the final plat and shown on approved Plat Utility Permit PU50531. Monuments will be installed concurrent with final plat field work prior to recording.**

44. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to THE CITY for review and approval to construct all necessary infrastructure serving the divided lots and the offsite improvements proposed in the Developer Extension Agreement (DEA) application. **This condition has been completed. (Reference: Plat Utility Permit PU50531)**

45. No building permits for the newly created lots will be issued until the completion of the civil improvements or performance bonding is established to cover unfinished work to apply for final plat. **The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining required civil improvements. (Reference: February 1, 2019 memorandum from Development Engineer Peter Corelis)**

46. Performance bonding for plat civil improvements shall be released and re-bonded only as determined by a pre-approved work completion phasing plan to be developed with the plat utility permit application. **Release of bonds or re-bonding are subject to the stated condition (Reference: Plat Utility permit PU50531)**

47. As-built civil construction plans stamped by a civil engineer shall be provided by the applicant prior to final plat. **Construction is not yet complete, but as-built plans will be provided at substantial completion of construction work associated with final plat approval. The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining required civil improvements.**

48. The Developer Extension Agreement shall be executed at the plat utilities permitting application phase for the construction of roads and utilities to be inspected and accepted by the City. **The Developer Extension Agreement has been executed and the required performance bonding has been submitted.**

49. Ferncliff Avenue NE fronting the property to the east is classified as a secondary arterial urban roadway per the CITY Comprehensive Plan. Secondary arterial urban roadways require a total of 60 feet of right-of-way (ROW) per the Standards. The current ROW width fronting the property is 40 feet. A ROW dedication to the City of Bainbridge Island of 30 feet from the described centerline along the Ferncliff frontage, shall be indicated on the face of the plat. A note related to the dedication can state that the 30 feet may include areas previously dedicated. **The required ROW is identified in the final plat documents.**

50. Cave Avenue NE fronting the property to the west is classified as a local access roadway per the CITY Comprehensive Plan and is urban in nature due to the zoning density exceeding 4.3 units per acre. Local access urban roadways require a total of 40 feet ROW per the Standards. The current ROW width fronting the property is 30 feet. A ROW dedication to the City of 20 feet from the described centerline shall be indicated on the plat. A note related to the dedication can state that the 20 feet may include areas previously dedicated. **The required ROW is identified in the final plat documents.**

51. The north plat access road shall meet the standards of an urban local access street per standard drawing DWG. 7-050 of the Standards, except as noted. The north plat access road shall provide

two (2) 12-foot travel lanes for two-way traffic circulation, on-street parking on the south side adjacent to the apartment building, sidewalks on both sides and a minimum of 40 feet of right-of-way dedication or more as needed to extend from back of sidewalk to back of sidewalk. **The stated road standards are identified in the final plat documents and approved Plat Utility Permit PU50531**.

52. The south plat access road shall meet the standards of an urban local access street per standard drawing DWG. 7-050 of the Standards, except as noted. The south plat access road shall provide one-way only vehicular traffic circulation with a 16' wide drivable surface comprised of an 11-foot travel lane and a 5-foot bike lane. Sidewalk shall be provided on the north side of the road only. On-street parking shall be provided on the south side of the road. **The stated road standards are identified in the final plat documents and approved Plat Utility Permit PU50531**.

53. Flush curbs and sidewalk are approved for use on the upslope side of each plat road along the frontages of the townhomes, loft homes, and apartments. Pedestrian safety features shall be incorporated into the edge treatment, including provisions such as bollards. **The required pedestrian improvements are identified in approved Plat Utility Permit PU50531**.

54. Speed tables shall be incorporated as a traffic calming feature along the north and south plat access roadways. **The required speed tables are identified in approved Plat Utility Permit PU50531**.

55. All retaining walls required to construct the plat access roads and on-street parking stalls shall be designed with a minimum of 250 pounds per square foot live loading vehicle surcharge as required by the 2015 International Building Code (IBC). A separate building permit shall be submitted for the walls. **The applicant submitted a separate building permit and engineered structural wall design to meet the specified IBC standard. (Reference: Permit BLD22355)**

56. The existing Gilmore Way NE access shall have a formal access easement dedicated on the face of the plat that encompasses the entire access way from the northern property line to the southern existing edge of use of Gilmore, or 15 feet, whichever is greater. **The required easement information is identified in the final plat documents and approved Plat Utility Permit PU50531**.

57. Consistent with the City of Bainbridge Island's Non-Motorized Transportation Plan (NMTP), as incorporated by reference into the Comprehensive Plan, and the Standards for a secondary arterial urban roadway, shoulder improvements fronting the project along Ferncliff Avenue NE shall be constructed as part of the project, which requires 5- to 7-foot sidewalk with or without landscaping (see WS-2 NMTP standard). **The required improvements are incorporated into approved Plat Utility Permit PU50531**. **The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining required civil improvements.**

58. Consistent with the Standards for a residential urban roadway, shoulder improvements fronting the project along Cave Avenue NE shall be constructed as part of the project, which requires 5-foot sidewalk. **The required improvements are incorporated into approved Plat Utility Permit PU50531**. **The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining required civil improvements.**

59. Non-motorized pedestrian connectivity shall be improved along the eastside of Cave Avenue NE from Winslow Way East to approximately 105 feet north by installing a standard 5-foot wide sidewalk. **The applicant is coordinating final sidewalk design with the Parks District, and installation shall meet the above specified minimum standard**. **The City Development Engineer has determined that the applicant has provided assurance bonding for construction of all remaining required civil improvements.**

60. A public pedestrian access easement shall be dedicated between the Cave Avenue NE townhomes and the apartment building over the private alley to grant pedestrians through access. The

easement width shall be a minimum of 12 feet or cover the drivable road surface excluding individual driveway entrances, whichever is greater, and extend the entire length from the north plat access road to the south plat access road. **The required access easement information is identified in the final plat documents and approved Plat Utility Permit PU5031**.

61. Remote sidewalks that depart from the public road ROW shall have a 10' minimum public pedestrian easement dedication noted on the plat. **The required easement information is identified on the final plat documents and approved Plat Utility Permit PU5031**.
62. Water system improvements shall be performed under the DEA to add additional capacity to the system for the purposes of project fire flow requirements. All necessary permits and easements to provide a second water line feed to the system shall be the responsibility of the developer. **Please refer to the response to condition 2 above. Fire flow testing has been conducted as required.**
63. A Stormwater Pollution Prevention Plan (SWPPP) prepared by a civil engineer licensed in the State of Washington is required prior to construction activities including clearing or grading or civil improvements for all phases of the project that complies with BIMC 15.20. **A SWPPP has been submitted and approved. (Reference: Grading Permit BLD22319 GAF)**
64. A final stormwater report shall be submitted detailing compliance with all applicable minimum requirements as required by BIMC 15.20, prepared by a civil engineer licensed in the State of Washington. **A final drainage report has been submitted and approved. (Reference: Plat Utility Permit PU50531)**
65. The site has a contributing drainage area that exceeds three (3) acres. A temporary sediment pond (per BMP C241, Volume II, Ch. 4 of the Manual) shall be required for temporary runoff and sediment control. Due to the downstream capacity restriction the sediment pond shall be sized based on a 10-year peak flow from the site. **A SWPPP was submitted and approved under Permit no. BLD22319 GAF. The contractor utilized a tank system to manage silted stormwater discharge to the public system under acceptable stormwater standards.**
66. On-site Best Management Practices for soil management and Low Impact Development shall be employed consistent with the Stormwater Management Manual for Western Washington (SWMMWW) BMP T5.13 for surfaces not converted to hard surfaces after construction. **Please refer to the responses to conditions 64-66 above regarding Best Management Practices (BMPs). The project has been reviewed for compliance with applicable BMPs under the Stormwater Manual.**
67. The project contributes surface stormwater to a City-owned municipal storm drain conveyance system that outfalls into the Winslow Ravine just south of Winslow Way East. The City currently has a planned and funded project to upsize the system in 2017 to address a capacity shortfall. Connection to the system by the project is conditioned upon the continued funding and planned or actual construction of the upgrades to maintain concurrency between the development and the infrastructure serving it. In the event of non-concurrency, the development shall be responsible for performing the system upgrades, or, mitigating for stormwater peak flows on-site. **The City's system upgrade project was completed in 2018. Please refer to the response to condition 1 above.**
68. Low Impact Development (LID) water quality facilities and best practices shall be employed to the maximum extent feasible to treat stormwater from all pollutant-generating hard surfaces (PGHS) within the future public ROW. **A drainage plan was submitted and approved with Plat Utility Permit no. PU50531. Low impact Development practices included installation of a Filterra collection system to meet water quality BMPs.**
69. Prior to final plat submittal, the applicant shall submit an operation and maintenance plan for the on-going maintenance of the storm drainage system. **An operation and maintenance plan was submitted under approved Plat Utility permit PU50531 and the accompanying drainage report.**

70. All on-site stormwater facilities shall remain publicly owned and maintained. The owner(s) shall be responsible for maintenance of the storm drainage facilities for this development following construction. Annual inspection and maintenance reports shall be provided to the City. A Declaration of Covenant for stormwater system operation and maintenance will be required to be recorded before final plat submittal. The approved language for the Declaration of Covenant is found in BIMC Chapter 15.21, Exhibit A. **The applicant has executed and recorded the required Declaration of Covenant. (Reference: Kitsap County Recording #201805310236)**

71. A right-of-way (ROW) construction permit will be required prior to any construction activities within the right-of-way. The ROW permit will be subject to separate conditions and bonding requirements. **The applicant secured the permit for work within the City ROW. (Reference: ROW Permit no. 17-209)**

72. Application for a final plat shall require binding water and sewer availability letters from the City. **All required sewer and water application fees have been submitted by the applicant, and binding water and sewer availability letters have been provided by the City.**

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

74. The proposed action(s), phased or concurrent, in their totality would result in more than one (1) acre of earth disturbance on the site and drain to waters of the State. A Construction Stormwater General Permit shall be obtained from the Washington State Department of Ecology and the site shall be monitored for discharge of pollutants and sediment to the wetlands and stream for the duration of the project. No land clearing or construction permits shall be issued prior to obtaining the State permit. **The applicant obtained an NPDES permit from the Washington Department of Ecology prior to the start of construction. (Reference: DOE Permit No. WAR305361, June 5, 2017)**

75. During construction the applicant shall post the approved site plan along Ferncliff and Cave Avenues. The plan shall inform the public that the design of the park will occur at a later date to be determined by the Park District. **The required informational signs have been posted**.

AUDITOR'S FILE NO.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND COMPRISING THE PLAT OF THE LANDING HEREBY DECLARE THIS PLAT. WE RESERVE THE RIGHT TO MAKE ALL SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN ON THE PLAT IN THE REASONABLE ORIGINAL GRADING OF THE STREETS AND LANES AND WE ALSO RESERVE THE RIGHT TO ALLOW SURFACE DRAINAGE TO FLOW OVER AND ACROSS ALL LOTS WHERE WATER MIGHT FLOW AFTER SITE DEVELOPMENT IS COMPLETED.

THE UNDERSIGNED OWNER OR OWNERS AND GROUND LEASE TENANT OR TENANTS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED THE LANDING, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR THE LANDING RECORDED UNDER KITSAP COUNTY RECORDING NO. _____.

DIMENSIONS AND USES OF ALL LOTS, TRACTS OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE IN CONFORMANCE WITH CITY OF BAINBRIDGE ISLAND ZONING ORDINANCE. THE OWNERS HEREOF, THEIR SUCCESSORS AND ASSIGNS, HEREBY WAIVE ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE CONSTRUCTION AND/OR MAINTENANCE OF PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN THIS DEVELOPMENT.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS,

GROUND LESSEE: BAINBRIDGE LANDING, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY,
BY OPG FERNCLIFF INVESTORS LLC,
A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGER,
BY OPG FERNCLIFF MANAGEMENT LLC,
A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGER

BY _____
JON ROSE
ITS MANAGER

GROUND LESSORS (FEE OWNERS): SOUND WEST HOLDINGS, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY _____
WES LARSON, MANAGER

SW BAINBRIDGE LANDING LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY _____
WES LARSON, MANAGER

BAINBRIDGE LANDING BOSTON LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY _____
WES LARSON, MANAGER

BAINBRIDGE LANDING NEW YORK LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

BY _____
WES LARSON, MANAGER

STATE OF WASHINGTON)
) SS.
COUNTY OF KITSAP)

ON THIS DAY PERSONALLY APPEARED BEFORE ME JON ROSE, TO ME KNOWN TO BE THE MANAGER OF OPG FERNCLIFF MANAGEMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE MANAGER OF OPG FERNCLIFF INVESTORS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE MANAGER OF BAINBRIDGE LANDING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANIES FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KITSAP)

ON THIS DAY PERSONALLY APPEARED BEFORE ME WES LARSON, TO ME KNOWN TO BE THE MANAGER OF SOUND WEST HOLDINGS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH EACH STATED THAT HE WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES: _____

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

STATE OF WASHINGTON)
) SS.
COUNTY OF KITSAP)

ON THIS DAY PERSONALLY APPEARED BEFORE ME WES LARSON, TO ME KNOWN TO BE THE MANAGER OF SW BAINBRIDGE LANDING LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH EACH STATED THAT HE WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KITSAP)

ON THIS DAY PERSONALLY APPEARED BEFORE ME WES LARSON, TO ME KNOWN TO BE THE MANAGER OF BAINBRIDGE LANDING BOSTON LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH EACH STATED THAT HE WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KITSAP)

ON THIS DAY PERSONALLY APPEARED BEFORE ME WES LARSON, TO ME KNOWN TO BE THE MANAGER OF BAINBRIDGE LANDING NEW YORK LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH EACH STATED THAT HE WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES: _____

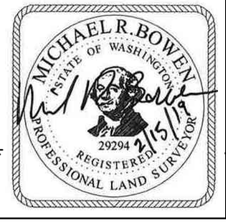
DEDICATIONS

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE ABOVE SIGNED OWNERS OF INTERESTS IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE, CONVEY, AND QUITCLAIM TO THE CITY OF BAINBRIDGE ISLAND, SUBJECT TO MATTERS OF RECORD AND ALL EASEMENTS AND OTHER MATTERS SET FORTH ON THIS PLAT, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND LANES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC STREET PURPOSES. ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED.

TRACT A AS DEPICTED ON THIS PLAT SHALL BE DEDICATED BY DECLARANT, ITS SUCCESSORS AND ASSIGNS, TO THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, BY A QUIT CLAIM DEED, SUBJECT TO MATTERS OF RECORD AND THE RESTRICTION THAT TRACT A MAY BE USED IN PERPETUITY ONLY FOR A PUBLIC PARK AND FACILITIES CUSTOMARILY APPURTENANT TO PUBLIC PARK USE, WITHIN THIRTY (30) DAYS AFTER THE COMPLETION AND ACCEPTANCE OR APPROVAL BY THE CITY OF BAINBRIDGE ISLAND OF ALL INFRASTRUCTURE AND SITE WORK WITHIN THIS SUBDIVISION AND THE COMPLETION AND ACCEPTANCE OR APPROVAL BY THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT OF ALL PARK IMPROVEMENTS REQUIRED TO BE MADE BY DECLARANT WITHIN TRACT A. NOTWITHSTANDING THE FOREGOING, TRACT A SHALL BE IMPROVED BY DECLARANT AS REQUIRED AND DEDICATED TO THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT NOT LATER THAN AUGUST 31, 2019.

PRIVATE STREET MAINTENANCE

RESPONSIBILITY AND EXPENSE FOR MAINTENANCE OF PRIVATE STREETS AND LANES SERVINGS LOTS WITHIN THIS SUBDIVISION SHALL REST WITH THE LOT OWNERS OR OWNERS ASSOCIATION (EXCEPT AS NOTED OTHERWISE BELOW WITH RESPECT TO GILMORE WAY) UNLESS SUCH STREETS AND LOTS HAVE BEEN ACCEPTED AS PUBLIC STREETS AND DEDICATED TO THE CITY OF BAINBRIDGE ISLAND.



GOVERNMENTAL APPROVALS

ENGINEER
APPROVED BY THE CITY ENGINEER THIS _____ DAY OF _____, _____.

_____
NAME

HEALTH DISTRICT
APPROVED BY THE BREMERTON–KITSAP COUNTY HEALTH DISTRICT THIS _____ DAY OF _____, _____.

_____
NAME
HEALTH OFFICER, KITSAP PUBLIC HEALTH DISTRICT

PLANNING AND COMMUNITY DEVELOPMENT
APPROVED BY THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT THIS _____ DAY OF _____, _____.

_____
GARY CHRISTENSEN, AICP, PLANNING DIRECTOR
PLANNING AND COMMUNITY DEVELOPMENT
CITY OF BAINBRIDGE ISLAND

CITY COUNCIL
APPROVED BY THE CITY COUNCIL OF BAINBRIDGE ISLAND THIS _____ DAY OF _____, _____.

_____
KOL MEDINA, MAYOR
CITY OF BAINBRIDGE ISLAND

TREASURER'S CERTIFICATE
I, MEREDITH GREEN, TREASURER OF KITSAP COUNTY, WASHINGTON, HEREBY CERTIFY THAT ALL TAXES ON THE ABOVE DESCRIBED PROPERTY ARE FULLY PAID UP TO AND INCLUDING _____.

_____
MEREDITH GREEN
KITSAP COUNTY TREASURER

RECORDING CERTIFICATE
FILED FOR RECORDING AT THE REQUEST OF _____, ON THIS ____ DAY OF _____, _____ RECORDED IN VOLUME _____ OF PLATS, PAGES _____ RECORDS OF KITSAP COUNTY WASHINGTON.

_____
PAUL ANDREWS
KITSAP COUNTY AUDITOR

ATTEST_____
DEPUTY

SURVEYOR'S CERTIFICATE

THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BAINBRIDGE LANDING LLC ON AUGUST 15, 2018. I HEREBY CERTIFY THAT THIS PLAT OF THE LANDING IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLAT, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE PLAT.

_____
MICHAEL R. BOWEN, PLS
REGISTERED LAND SURVEYOR
CERTIFICATE NO. _____

VOLUME/PAGE
1 OF 7

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

AUDITOR'S FILE NO.

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

SURVEY NOTES

1) THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A THREE SECOND TOTAL STATION.

2) THIS SURVEY CONFORMS TO THE MINIMUM FIELD TRAVERSE STANDARDS FOR LAND BOUNDARY SURVEYS AS LISTED IN WAC 332-130-090.

3) SUBJECT TO MATTERS DELINEATED, DESCRIBED AND NOTED ON SURVEY RECORDED SEPTEMBER 10, 1984, RECORDED UNDER AUDITOR'S FILE NO. 8409100118. SAID SURVEY DEPICTS GILMORE AVENUE AS RUNNING ALONG A PORTION OF THE NORTH 15 FEET OF THE HEREIN DESCRIBED PROPERTY.

4) SUBJECT TO POSSIBLE RIGHTS OF THE CITY OF BAINBRIDGE ISLAND BECAUSE OF CITY MAINTAINED WATER AND SEWER LINES AND UNRECORDED EASEMENT FOR INGRESS AND EGRESS DEPICTED AS GILMORE WAY (PROPOSED) BY SURVEY RECORDED UNDER AUDITOR'S FILE NO. 7905110112.

LEGAL DESCRIPTION

(PER PACIFIC NORTHWEST TITLE COMPANY SUBDIVISION GUARANTEE ORDER NO. 32163785, DATED JANUARY 19TH, 2018)

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING 330 FEET NORTH OF THE SOUTHEAST CORNER THEREOF OF THE NORTH HALF OF THE SOUTHWEST QUARTER;
THENCE NORTH 330 FEET;
THENCE WEST 660 FEET;
THENCE SOUTH 330 FEET;
THENCE EAST 660 FEET TO THE PLACE OF BEGINNING;

EXCEPT 7.5 FEET ALONG THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED TRACT;

ALSO EXCEPT THAT PORTION AS CONVEYED TO THE CITY OF BAINBRIDGE ISLAND BY AUDITOR'S FILE NO. 3021412.

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS, RESERVATIONS, AND EASEMENTS

ALL REAL PROPERTY WITHIN THIS PLAT IS SUBJECT TO THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS, RESERVATIONS, AND EASEMENTS FOR THE LANDING, A COMMON INTEREST COMMUNITY, RECORDED IN THE REAL PROPERTY RECORDS OF KITSAP COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. _____, AS IT MAY BE AMENDED FROM TIME TO TIME (AS AMENDED, THE "DECLARATION"). THE DECLARATION IMPOSES LIMITATIONS AND RESTRICTIONS ON THE USE OF REAL PROPERTY WITHIN THIS PLAT IN ADDITION TO THOSE SET FORTH ON THE FACE OF THIS PLAT AND MAY BE AMENDED FROM TIME TO TIME IN THE FUTURE TO IMPOSE ADDITIONAL LIMITATIONS AND RESTRICTIONS.

THE LANDING MASTER OWNERS ASSOCIATION

THE OWNER OF EACH OF LOT 1 THROUGH 26 WITHIN THIS PLAT SHALL BE A MEMBER OF THE LANDING MASTER OWNERS ASSOCIATION, A WASHINGTON NONPROFIT CORPORATION, AND SHALL BE SUBJECT TO THE ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, DESIGN GUIDELINES, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND OTHER GOVERNING DOCUMENTS OF SUCH ASSOCIATION, AS SUCH DOCUMENTS MAY BE ADOPTED AND AMENDED FROM TIME TO TIME.

THE LANDING TOWN HOME OWNERS ASSOCIATION

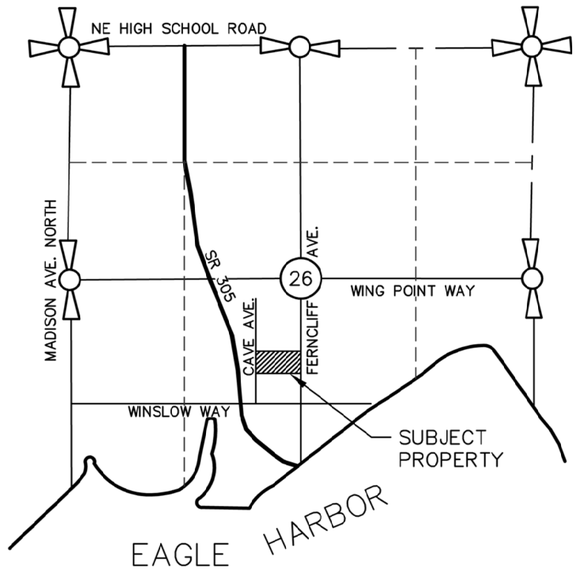
THE OWNERS OF EACH OF LOTS 1 THROUGH 18 WITHIN THIS PLAT SHALL BE MEMBERS OF THE LANDING TOWN HOME OWNERS ASSOCIATION, A WASHINGTON NONPROFIT CORPORATION, AND SHALL BE SUBJECT TO THE ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, AND OTHER GOVERNING DOCUMENTS OF SUCH ASSOCIATION, AS SUCH DOCUMENTS MAY BE ADOPTED AND AMENDED FROM TIME TO TIME. IF AND TO THE EXTENT AUTHORIZED BY THE DECLARATION, THE OWNERS OF EACH OF LOTS 19 THROUGH 25 WITHIN THIS PLAT MAY IN THE FUTURE ALSO BE MEMBERS OF THE LANDING TOWN HOME OWNERS ASSOCIATION. THE OWNER OF LOT 26 WITHIN THIS PLAT SHALL NOT BE A MEMBER OF THE LANDING TOWN HOME OWNERS ASSOCIATION.

CONVEYANCE OF TRACTS B, C, AND D TO LANDING MASTER OWNERS ASSOCIATION

TRACTS B, C, AND D DEPICTED HEREON ARE HEREBY CONVEYED AND QUITCLAIMED, SUBJECT TO MATTERS OF RECORD, TO THE LANDING MASTER OWNERS ASSOCIATION.

PERFORMANCE BONDS

THE LOTS CREATED BY THIS PLAT ARE SUBJECT TO CONDITIONS OF AN ASSURANCE DEVICE HELD BY THE CITY OF BAINBRIDGE ISLAND FOR THE COMPLETION OF CERTAIN NECESSARY FACILITIES. BUILDING PERMITS MAY NOT BE ISSUED AND/OR OCCUPANCY MAY NOT BE ALLOWED UNTIL SUCH NECESSARY FACILITIES ARE COMPLETED AND APPROVED BY THE CITY OF BAINBRIDGE ISLAND. ALL PURCHASERS SHALL SATISFY THEMSELVES AS TO THE STATUS OF COMPLETION OF THE NECESSARY FACILITIES.



VICINITY MAP
SEC.26, T.25N., R2E.,W.M.

OWNERS: SOUND WEST HOLDINGS, LLC,
SW BAINBRIDGE LANDING LLC,
BAINBRIDGE LANDING BOSTON LLC,
BAINBRIDGE LANDING NEW YORK LLC,
259 FERNCLIFF AVE NE
BAINBRIDGE ISLAND, WA. 98110

CURRENT USE: RESIDENTIAL AND UNDEVELOPED

PROPOSED WATER SERVICE:
CITY OF BAINBRIDGE ISLAND

PROPOSED SEWER SERVICE:
CITY OF BAINBRIDGE ISLAND

ASSESSOR'S ACCOUNT NO.
262502-3-008-2001

ZONING: MUTC/FTD

COMPREHENSIVE PLAN: MUTC/FTD

COMPLIANCE WITH THE FIRE FLOW REQUIREMENTS OF BIMC 20.04 WILL BE BY FIRE FLOW FROM THE CITY WATER SYSTEM.

STORMWATER RUNOFF FROM THE THREE EXISTING ROADS AND NEW IMPERVIOUS AREAS WILL DISCHARGE TO THE EXISTING SYSTEM IN CAVE AVE. WHICH DISCHARGES INTO THE CITY SYSTEM IN WINSLOW WAY.

APPLICATION FILE NOS. PLN 50520 SPR & PLN 50520 SUB

VOLUME/PAGE
2 OF 7

MICHAEL R. BOWEN
STATE OF WASHINGTON
29294
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

AUDITOR'S FILE NO.

126

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

GENERAL CONDITIONS

1. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE APPROPRIATE PERMITS, INCLUDING BUT NOT LIMITED TO RIGHT OF WAY PERMITS AND LICENSE AGREEMENTS, PLAT UTILITY, ROAD APPROACH PERMITS, CLEARING, GRADING, AND BUILDING PERMITS, SHALL BE OBTAINED FROM THE CITY.

2. IF A SCHOOL IMPACT FEE IS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, IT SHALL BE THE RESPONSIBILITY OF AN APPLICANT CONSTRUCTING THE RESIDENTIAL UNIT TO PAY THE SCHOOL IMPACT FEE (BIMC CHAPTER 15.28)

CITY OF BAINBRIDGE ISLAND PLAT CONDITIONS

THE CONSTRUCTION, DEVELOPMENT, AND IMPROVEMENT OF ALL REAL PROPERTY WITHIN THIS PLAT SHALL COMPLY WITH THE DECISION OF THE CITY OF BAINBRIDGE ISLAND HEARING EXAMINER DATED APRIL 6, 2017, REGARDING "BAINBRIDGE LANDING PRELIMINARY LONG SUBDIVISION AND SITE PLAN REVIEW" (FILE NO. PLN50520SPR & SUB), INCLUDING WITHOUT LIMITATION ALL SEPA CONDITIONS AND PROJECT CONDITIONS CONTAINED THEREIN, AND SUCH DECISION IS INCORPORATED WITHIN THIS PLAT BY THIS REFERENCE, INCLUDING WITHOUT LIMITATION THE FOLLOWING CONDITIONS:

SEPA CONDITION NO. 5: A TEMPORARY EROSION AND SEDIMENT CONTROL PLAN SHALL BE APPROVED PRIOR TO CONSTRUCTION OF BOTH PLAT INFRASTRUCTURE AND THE INDIVIDUAL LOT DEVELOPMENT.

PROJECT CONDITION NO. 30: THE MODIFIED SETBACK, LANDSCAPING, AND HEIGHT REQUIREMENTS OF BIMC 18.12.030.C ARE AS FOLLOWS:
TRANSITION STANDARDS IN THE FERRY TERMINAL OVERLAY DISTRICT. IN ORDER TO PROTECT ADJACENT NEIGHBORHOODS, A 100-FOOT-WIDE TRANSITION AREA IS ESTABLISHED IN THE FERRY TERMINAL OVERLAY ZONE, NORTH OF WINSLOW WAY, AS FOLLOWS: ALONG THE WEST SIDE OF FERNCLIFF AVENUE, STARTING APPROXIMATELY 100 FEET NORTH OF WINSLOW WAY; ALONG THE NORTH BOUNDARY OF THE DISTRICT, EAST OF CAVE AVENUE; AND ALONG BOTH SIDES OF CAVE AVENUE, STARTING APPROXIMATELY 300 FEET NORTH OF WINSLOW WAY. THE LANDSCAPING REQUIREMENTS AND HEIGHT RESTRICTIONS ILLUSTRATED BELOW SHALL APPLY TO THIS TRANSITION AREA. PORTIONS OF THE FERRY TERMINAL OVERLAY DISTRICT THAT ARE NOT IN THE TRANSITION AREA DESIGNATED BY THIS SECTION SHALL COMPLY WITH ALL OTHER APPLICABLE FERRY TERMINAL OVERLAY DISTRICT REQUIREMENTS.

PROJECT CONDITION NO. 32: ALL LANDSCAPING SHALL BE INSTALLED, OR A PERFORMANCE ASSURANCE DEVICE SHALL BE SUBMITTED AND APPROVED, PRIOR TO FINAL INSPECTION OF THE FINAL BUILDING WITHIN THE PHASE BEING CONSTRUCTED. THE INSTALLATION OF LANDSCAPING SHALL BE VERIFIED BY THE LANDSCAPE PROFESSIONAL OR OWNER AND A LANDSCAPING DECLARATION SHALL BE SIGNED.

PROJECT CONDITION NO. 33: LANDSCAPE BUFFERS SHALL BE MAINTAINED WITH A MAINTENANCE ASSURANCE DEVICE FOR A PERIOD OF THREE YEARS. NO VEGETATION WITHIN THE BUFFERS SHALL BE DISTURBED WITHOUT APPROVAL OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT THROUGH AN APPROVED CLEARING, GRADING OR CIVIL PLAN.

PROJECT CONDITION NO. 42: A PROPERTY OWNER MAY REQUEST REMOVAL OF TREES REQUIRED TO BE RETAINED PURSUANT TO THIS CHAPTER BY APPLYING FOR A CLEARING PERMIT WITH A REPLANTING PLAN. TREES WILL BE APPROVED FOR REMOVAL ONLY IF THEY MEET THE HAZARD TREE REQUIREMENTS.

FAILURE TO RETAIN, REPLACE OR TRANSPLANT TREES WILL BE ENFORCED AS FOLLOWS; PROVIDED, THAT ANY FINE SHALL BE NO LESS THAN THREE TIMES THE VALUE OF THE TREES, AS DETERMINED BY THE CURRENT STANDARDS OF THE INTERNATIONAL SOCIETY OF ARBORICULTURE. THE CITY MAY ISSUE THE FOLLOWING; STOP WORK ORDERS, INJUNCTION OR ABATEMENT OR ANY OTHER APPROPRIATE ACTION IN COURTS AND/OR A CIVIL INFRACTION, SUBJECT TO ENFORCEMENT AND FINES.

PROJECT CONDITION NO. 49: FERNCLIFF AVENUE NE RIGHT-OF-WAY DEDICATED ON THIS PLAT, 30 FOOT FROM THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, MAY INCLUDE AREAS PREVIOUSLY DEDICATED.

PROJECT CONDITION NO. 50: CAVE AVENUE NE RIGHT OF WAY DEDICATED ON THIS PLAT, 20 FOOT FROM CENTERLINE, MAY INCLUDE AREAS PREVIOUSLY DEDICATED.

ESTABLISHMENT OF PLAT COVENANTS AND EASEMENTS

TOWN HOME PARKING. EACH OF LOTS 1 THROUGH 25 WITHIN THIS PLAT SHALL INCLUDE AN ATTACHED OR DETACHED PARKING GARAGE SUFFICIENT FOR THE ENCLOSED PARKING OF AT LEAST ONE (1) MOTOR VEHICLE. ALL OWNERS AND TENANTS OF EACH OF LOTS 1 THROUGH 25 WITHIN THIS PLAT SHALL PARK THEIR MOTOR VEHICLES ONLY WITHIN THE PARKING GARAGE OR DRIVEWAY WITHIN THEIR LOT. ALL GUESTS, INVITEES, AND LICENSEES OF OWNERS AND TENANTS OF LOTS 1 THROUGH 25 WITHIN THIS PLAT SHALL PARK THEIR MOTOR VEHICLES ONLY WITHIN THE PARKING GARAGE OR DRIVEWAY OF THE LOT THEY ARE VISITING, OR WITHIN DESIGNATED GUEST PARKING STALLS WITHIN HANAMI LANE OR MINAMOTO LANE, OR OUTSIDE THE REAL PROPERTY WITHIN THIS PLAT. VEHICLE PARKING MAY BE FURTHER REGULATED BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND OTHER GOVERNING DOCUMENTS OF THE LANDING MASTER OWNERS ASSOCIATION.

APARTMENT BUILDING PARKING. LOT 26 WITHIN THIS PLAT SHALL INCLUDE AN ATTACHED OR DETACHED PARKING GARAGE. ALL OWNERS AND TENANTS OF LOT 26 SHALL PARK THEIR MOTOR VEHICLES ONLY WITHIN LOT 26 OR OUTSIDE THE REAL PROPERTY WITHIN THIS PLAT. ALL GUESTS, INVITEES, AND LICENSEES OF OWNERS AND TENANTS OF LOT 26 SHALL PARK THEIR MOTOR VEHICLES ONLY WITHIN LOT 26 GUEST PARKING OR WITHIN DESIGNATED GUEST PARKING STALLS WITHIN HANAMI LANE OR MINAMOTO LANE, OR OUTSIDE THE REAL PROPERTY WITHIN THIS PLAT. VEHICLE PARKING MAY BE FURTHER REGULATED BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND OTHER GOVERNING DOCUMENTS OF THE LANDING MASTER OWNERS ASSOCIATION.

LOT 1 TO 18 MAILBOX EASEMENT. MAILBOXES FOR LOTS 1 THROUGH LOT 18 WITHIN THIS PLAT SHALL BE LOCATED AS SHOWN ON THIS PLAT, WHICH SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE MAILBOX EASEMENT. THE OWNERS AND TENANTS OF LOTS 1 THROUGH 18 SHALL HAVE A PERPETUAL RIGHT OF INGRESS AND EGRESS TO THEIR MAILBOXES WITHIN SUCH EASEMENT AREA AT ALL TIMES. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. THIS EASEMENT MAY BE AMENDED, RELOCATED, OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE LANDING TOWN HOME OWNERS ASSOCIATION AND CITY OF BAINBRIDGE ISLAND, OF A CERTIFICATE OF AMENDMENT, RELOCATION, OR TERMINATION.

LOT 19 TO 25 MAILBOX EASEMENT. MAILBOXES FOR LOTS 19 THROUGH LOT 25 WITHIN THIS PLAT SHALL BE LOCATED WITHIN A BUILDING LOCATED WITHIN LOT 26, WHICH SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE MAILBOX EASEMENT, PROVIDED, HOWEVER, THAT IF THE OWNERS OF LOTS 19 THROUGH 25 BECOME MEMBERS OF THE LANDING TOWN HOME OWNERS ASSOCIATION AS PROVIDED IN THE DECLARATION THEN MAILBOXES FOR LOTS 19 THROUGH 25 MAY BE RELOCATED, AT THE OPTION OF THE LANDING TOWN HOME OWNERS ASSOCIATION AND A MAJORITY OF THE OWNERS OF LOTS 19 THROUGH 25, EITHER TO THE LOCATION OF MAILBOXES FOR LOTS 1 THROUGH 18 OR TO A DIFFERENT LOCATION WITHIN THIS PLAT. THE OWNERS AND TENANTS OF LOTS 19 THROUGH 25 SHALL HAVE A PERPETUAL RIGHT OF INGRESS AND EGRESS TO THEIR MAILBOXES WITHIN SUCH EASEMENT AREA AT ALL TIMES. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. THIS EASEMENT MAY BE AMENDED, RELOCATED, OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE LANDING MASTER OWNERS ASSOCIATION, OF A CERTIFICATE OF AMENDMENT, RELOCATION, OR TERMINATION.

BREEZEWAY AND COURTYARD EASEMENT. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED FOR THE MUTUAL BENEFIT OF THE PUBLIC, THE LANDING MASTER OWNERS ASSOCIATION, AND THE OWNERS, TENANTS, GUESTS, INVITEES, AND LICENSEES OF LOTS 1 THROUGH 25 WITHIN THIS PLAT, WITHIN THE AREA DESIGNATED "COURTYARD AND BREEZEWAY EASEMENT" ON THIS PLAT, FOR INGRESS AND EGRESS AND THE MAINTENANCE, REPAIR, AND REPLACEMENT OF WALKWAYS, COURTYARD FACILITIES, AND APPURTENANT FACILITIES. THE COURTYARD AND BREEZEWAY EASEMENT FACILITIES SHALL BE MAINTAINED BY THE LANDING MASTER OWNERS ASSOCIATION, AND ALL ELECTRIC, WATER, AND OTHER APPURTENANT UTILITY SERVICE COSTS SHALL BE PAID BY THE OWNER OF LOT 26. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. BY JOINTLY APPROVED RULES AND REGULATIONS, THE OWNER OF LOT 26 AND THE LANDING TOWN HOME OWNERS ASSOCIATION SHALL HAVE THE RIGHT TO LIMIT AND OTHERWISE REGULATE ALL USE OF THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION BY LIMITING THE PERMITTED HOURS OF USE. THIS EASEMENT MAY BE AMENDED, RELOCATED, OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE CITY OF BAINBRIDGE ISLAND, THE LANDING TOWN HOME OWNERS ASSOCIATION, THE OWNER OF LOT 26, AND THE OWNERS OF A MAJORITY OF LOTS 19 THROUGH 25, OF A CERTIFICATE OF AMENDMENT, RELOCATION, OR TERMINATION. NOTWITHSTANDING THE FOREGOING, (1) WITHIN THE PORTION OF THE COURTYARD AND BREEZEWAY EASEMENT AREA LOCATED WITHIN LOTS 19 THROUGH 25, NO PERSON EXCEPT THE OWNERS, TENANTS, GUESTS, INVITEES, AND LICENSEES OF LOTS 19 THROUGH 25 SHALL HAVE ANY RIGHTS OF INGRESS OR EGRESS, (2) NO RULES AND REGULATIONS ADOPTED AS DESCRIBED ABOVE SHALL LIMIT OR OTHERWISE AFFECT THE RIGHTS OF INGRESS AND EGRESS OF THE OWNERS, TENANTS, GUESTS, INVITEES, AND LICENSEES OF LOTS 19 THROUGH 25 WITHIN THE PORTION OF THE COURTYARD AND BREEZEWAY EASEMENT AREA LOCATED WITHIN LOTS 19 THROUGH 25 UNLESS THOSE RULES AND REGULATIONS ALSO ARE APPROVED BY THE OWNERS OF LOTS 19 THROUGH 25, AND (3) THIS SENTENCE MAY NOT BE AMENDED AND THIS EASEMENT MAY NOT BE RELOCATED WITHIN ANY OF LOTS 19 THROUGH 25 OR TERMINATED WITHOUT THE APPROVAL OF THE OWNERS OF LOTS 19 THROUGH 25.

GENERATOR AND PROPANE TANK EASEMENT. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED FOR THE BENEFIT OF THE CASCADE NATURAL GAS CORPORATION, PUGET SOUND ENERGY, INC., AND ANY OTHER PRIVATE AND PUBLIC PURVEYOR OF PROPANE FUEL DOING BUSINESS WITHIN THE CITY OF BAINBRIDGE ISLAND, AND THE LANDING MASTER OWNERS ASSOCIATION, THEIR SUCCESSORS AND ASSIGNS, WITHIN THE AREA DESIGNATED "GENERATOR & LP TANK EASEMENT" ON THIS PLAT, IN WHICH TO CONSTRUCT, EXPAND, INSTALL, OPERATE, REPAIR, REPLACE, AND USE ABOVE-GROUND OR UNDERGROUND PROPANE FUEL TANKS, ELECTRICAL GENERATORS, AND APPURTENANT FACILITIES FOR THE PURPOSE OF SERVING LOT 26 WITHIN THIS PLAT, TOGETHER WITH THE RIGHT TO ENTER UPON SUCH AREAS AT ALL TIMES FOR THE PURPOSES HEREON STATED. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. THIS EASEMENT MAY BE AMENDED, RELOCATED, OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE LANDING MASTER OWNERS ASSOCIATION, THE OWNER OF LOT 26, AND ANY PRIVATE OR PUBLIC PURVEYORS OF PROPANE FUEL WHO HAVE MADE ACTUAL USE OF THIS EASEMENT WITHIN THE YEAR PRIOR TO THE AMENDMENT, RELOCATION, OR TERMINATION, OF A CERTIFICATE OF AMENDMENT, RELOCATION, OR TERMINATION.

EBI LANE EASEMENT WITHIN LOT 26. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED WITHIN THAT PORTION OF LOT 26 DEPICTED AS "EBI LANE (PRIVATE)" ON THE PLAT, FOR INGRESS AND EGRESS, STORM WATER DRAINAGE, AND UNDERGROUND UTILITY SERVICES, AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF STREETS, SIDEWALKS, AND OTHER ACCESS FACILITIES, STORM WATER CONVEYANCE FACILITIES, UTILITY FACILITIES, AND APPURTENANT FACILITIES, FOR THE MUTUAL BENEFIT OF THE OWNERS OF LOTS 14 THROUGH 18, THE LANDING TOWN HOME OWNERS ASSOCIATION, ALL PRIVATE AND PUBLIC UTILITY SERVICE PROVIDERS DOING BUSINESS WITHIN THE CITY OF BAINBRIDGE ISLAND, AND THEIR SUCCESSORS AND ASSIGNS. STREETS, SIDEWALKS, AND OTHER ACCESS FACILITIES SHALL BE MAINTAINED, REPAIRED, AND REPLACED BY THE LANDING TOWN HOME OWNERS ASSOCIATION, BUT THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT SHALL BE PAID AS SPECIAL ASSESSMENTS BY THE OWNERS OF THE FOLLOWING LOTS IN THE FOLLOWING PERCENTAGE SHARES:

LOT NUMBER	PERCENTAGE SHARE
14	10
15	10
16	10
17	10
18	10
26	50
TOTAL:	100

NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. THE LANDING TOWN HOME OWNERS ASSOCIATION SHALL HAVE THE RIGHT TO LIMIT AND OTHERWISE REGULATE ALL USE OF THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION BY LIMITING THE PERMITTED HOURS OF USE.
FOR THE PURPOSE OF APPROVING THE AMENDMENT, RELOCATION, OR TERMINATION OF THIS EASEMENT, THE APPROVING PARTIES SHALL BE THE LANDING TOWN HOME OWNERS ASSOCIATION, THE OWNER OF LOT 26, AND THE OWNERS OF A MAJORITY OF LOTS 14 THROUGH 18. EASEMENT AGREEMENTS WITH THE CITY OF BAINBRIDGE ISLAND FOR UTILITIES, STORM WATER AND PUBLIC PEDESTRIAN ACCESS LOCATED WITHIN EBI LANE ARE ESTABLISHED UNDER THE SEPARATELY RECORDED DOCUMENTS LISTED ON SHEET 5 OF THIS PLAT.

PEDESTRIAN AND VEHICULAR ACCESS EASEMENT FOR BENEFIT OF NORTHERLY ABUTTING PROPERTY. REFERENCE IS HEREBY MADE TO A FIFTEEN (15) FOOT WIDE STRIP OF LAND WITHIN THAT PORTION OF LOTS 1 THROUGH 13 AND TRACTS B AND D DEPICTED AS "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT" ON THIS PLAT. WITHIN THE PORTION OF THAT STRIP OF LAND IN WHICH WAS LOCATED A TWELVE (12) FOOT WIDE UNPAVED ROADWAY AS OF APRIL 17TH, 2017, THE DATE THE ROADWAY WAS SURVEYED BY SAEZ CONSULTING ENGINEERS, INC. UNDER PROJECT NO. 15025, A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED WITHIN SUCH ROADWAY FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF STREETS, SIDEWALKS, AND OTHER PEDESTRIAN AND VEHICULAR ACCESS FACILITIES AND APPURTENANT FACILITIES, FOR THE BENEFIT OF THE REAL PROPERTY OUTSIDE OF THE PLAT AND ABUTTING THE NORTHERLY BOUNDARY OF SUCH "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT," WHICH ABUTTING REAL PROPERTY IS DESCRIBED ON SHEET 4 OF THIS PLAT AS THE "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITED PARCELS," AND THE OWNERS OF SUCH REAL PROPERTY, THEIR SUCCESSORS AND ASSIGNS. PORTIONS OF THE ROADWAY ARE LOCATED WITHIN THE STRIP OF LAND DEPICTED AS "PEDESTRIAN AND VEHICULAR ACCESS EASEMENT" AND PORTIONS ARE LOCATED OUTSIDE THIS PLAT, AND THE EASEMENT ESTABLISHED IN THIS SECTION IS ESTABLISHED ONLY WITHIN THE PORTION OF THE ROADWAY THAT IS LOCATED WITHIN SUCH STRIP OF LAND. IT IS HEREBY NOTED THAT THE ROADWAY, WHICH IS COMMONLY KNOWN AS GILMORE WAY OR GILMORE AVENUE, CURRENTLY MAY OR MAY NOT BE A PUBLIC STREET, AND THIS PLAT IS NOT INTENDED TO ESTABLISH EVIDENCE WHETHER OR NOT THE ROADWAY IS OR IS NOT A PUBLIC STREET. STREETS, SIDEWALKS, AND OTHER ACCESS FACILITIES SHALL BE MAINTAINED, REPAIRED, AND REPLACED BY THE OWNERS OF THE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITED PARCELS. FOR THE PURPOSE OF APPROVING AMENDMENTS, RELOCATIONS, OR TERMINATION OF THIS EASEMENT, THE APPROVING PARTIES SHALL BE THE LANDING MASTER OWNERS ASSOCIATION AND THE OWNERS OF A MAJORITY OF THE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITED PARCELS. EASEMENT AGREEMENT WITH THE CITY OF BAINBRIDGE ISLAND FOR PUBLIC PEDESTRIAN ACCESS LOCATED WITHIN THE NORTHERLY 15 FEET OF THIS PLAT IS ESTABLISHED UNDER THE SEPARATELY RECORDED DOCUMENT LISTED ON SHEET 5 OF THIS PLAT.

ASSOCIATION LANDSCAPE EASEMENT. A PERPETUAL EXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED FOR THE BENEFIT OF THE LANDING MASTER OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE ALTERATION, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL EXTERIOR PLANTS, LAWNS, LIGHT FIXTURES, BENCHES, FENCES, WALLS, AND OTHER RESIDENTIAL LANDSCAPE FEATURES AND IMPROVEMENTS, INCLUDING WITHOUT LIMITATION PLANTING, CUTTING, MOWING, PRUNING, REMOVING, TRIMMING, AND TREATING WITH FERTILIZERS, PESTICIDES, AND OTHER MATERIALS TO THE EXTENT ALLOWED BY LAW, WITHIN THE EXTERIOR AREAS OF ALL LOTS WITHIN THIS PLAT. IN ITS DISCRETION, THE LANDING MASTER OWNERS ASSOCIATION MAY GRANT LICENSES AND PERMITS AT ANY TIME AND FROM TIME TO TIME TO ANY ONE OR MORE LOT OWNERS WITHIN THIS PLAT TO EXERCISE AND PERFORM, AT THE SOLE COST AND EXPENSE OF THE LOT OWNER, ANY RIGHT RESERVED TO THE LANDING MASTER OWNERS ASSOCIATION UNDER THIS EASEMENT AS TO ANY PORTION OF SUCH OWNER'S LOT. THIS EASEMENT MAY BE AMENDED OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE LANDING MASTER OWNERS ASSOCIATION, OF A CERTIFICATE OF AMENDMENT OR TERMINATION. *

UTILITIES EASEMENT. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY ESTABLISHED AND RESERVED FOR THE BENEFIT OF, CASCADE NATURAL GAS CORPORATION, PUGET SOUND ENERGY, INC., CENTURYLINK, COMCAST, ALL OTHER PRIVATE UTILITY SERVICE PROVIDERS DOING BUSINESS WITHIN THE CITY OF BAINBRIDGE ISLAND, AND THE LANDING MASTER OWNERS ASSOCIATION, THEIR SUCCESSORS AND ASSIGNS, WITHIN ALL LOTS, PARCELS, AND TRACTS, EXCEPT ABOVE, BELOW, OR WITHIN ENCLOSED BUILDINGS AND PROPOSED BUILDING FOOTPRINTS, AND WITHIN ALL PUBLIC AND PRIVATE STREETS AND LANES DEPICTED HEREON, IN WHICH TO CONSTRUCT, EXPAND, INSTALL, OPERATE, REPAIR, REPLACE, AND USE ABOVE-GROUND STREET LIGHTS AND UNDERGROUND UTILITY FACILITIES, INCLUDING WITHOUT LIMITATION PIPES, CONDUITS, CABLES, AND WIRES, WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED UTILITY BOXES, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER REAL PROPERTY WITH ELECTRIC, SEWER, TELEPHONE, NATURAL GAS, TELECOMMUNICATIONS, DATA TRANSMISSION, STREET LIGHTS, AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON SUCH AREAS AT ALL TIMES FOR THE PURPOSES HEREON STATED. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. FOR THE PURPOSE OF APPROVING AMENDMENTS, RELOCATIONS, OR TERMINATION OF THIS EASEMENT, THE APPROVING PARTIES SHALL BE THE LANDING MASTER OWNERS ASSOCIATION AND ANY PRIVATE UTILITY SERVICE PROVIDERS WHO HAVE MADE ACTUAL USE OF THIS EASEMENT WITHIN THE YEAR PRIOR TO THE AMENDMENT OR TERMINATION. UTILITY EASEMENT AGREEMENTS WITH THE CITY OF BAINBRIDGE ISLAND IS ESTABLISHED UNDER THE SEPARATELY RECORDED DOCUMENT LISTED ON SHEET 5 OF THIS PLAT.

STORM WATER DRAINAGE EASEMENT. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY RESERVED WITHIN THOSE PORTIONS OF ALL LOTS, PARCELS, AND TRACTS, EXCEPT ABOVE, BELOW, OR WITHIN ENCLOSED BUILDINGS AND PROPOSED BUILDING FOOTPRINTS, AND WITHIN ALL PUBLIC AND PRIVATE STREETS AND LANES DEPICTED HEREON, FOR STORM WATER DRAINAGE AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF STORM WATER CONVEYANCE, DETENTION, AND APPURTENANT FACILITIES, FOR THE BENEFIT OF THE LANDING MASTER OWNERS ASSOCIATION, THE OWNERS OF ALL LOTS WITHIN THIS PLAT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. STORM WATER EASEMENT AGREEMENT WITH THE CITY OF BAINBRIDGE ISLAND IS ESTABLISHED UNDER THE SEPARATELY RECORDED DOCUMENT LISTED ON SHEET 5 OF THIS PLAT.

ABOVE-GROUND UTILITY FACILITIES. NO UTILITY FACILITIES SHALL BE PLACED WITHIN ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND, IN CONDUIT ATTACHED TO A BUILDING, OR GROUND-MOUNTED UTILITY BOXES.

MONUMENT SIGN EASEMENT. A PERPETUAL NONEXCLUSIVE EASEMENT IS HEREBY RESERVED WITHIN ALL TRACTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF ONE OR MORE MONUMENT SIGNS, ELECTRIC UTILITY FACILITIES, LIGHTING FACILITIES, LANDSCAPE FACILITIES, IRRIGATION FACILITIES, AND APPURTENANT FACILITIES, FOR THE BENEFIT OF THE LANDING MASTER OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS. THE MONUMENT SIGN FACILITIES SHALL BE MAINTAINED BY THE LANDING MASTER OWNERS ASSOCIATION. NO USE SHALL BE MADE OF THE EASEMENT AREA THAT IS INCONSISTENT WITH THE EXERCISE OF THE EASEMENT. THIS EASEMENT MAY BE AMENDED, RELOCATED, OR TERMINATED, WITHOUT THE ALTERATION OF THIS PLAT, BY THE EXECUTION, ACKNOWLEDGMENT, AND RECORDING, BY THE LANDING MASTER OWNERS ASSOCIATION, OF A CERTIFICATE OF AMENDMENT, RELOCATION, OR TERMINATION.

VOLUME/PAGE
3 OF 7

MICHAEL R. BOWEN
STATE OF WASHINGTON
29294
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

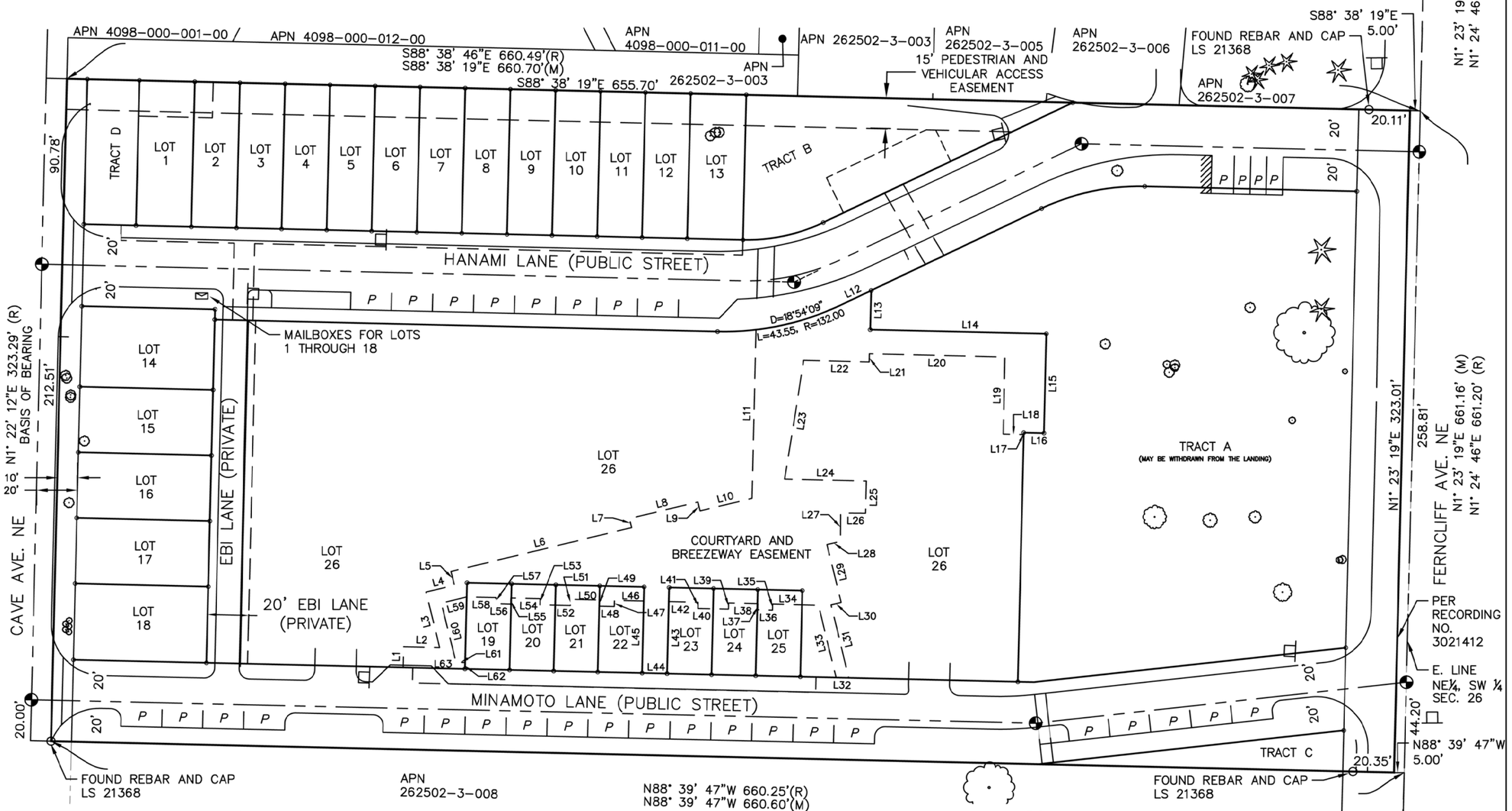
AUDITOR'S FILE NO.

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

COURTYARD AND BREEZEWAY EASEMENT DETAILS

THE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITED PARCELS ARE LEGALLY DESCRIBED AS FOLLOWS: APN 262502-3-001: LOT A OF CITY OF WINSLOW SHORT PLAT RECORDED AUDITOR'S FILE NO. 7708260116 APN 262502-3-003: PORTION OF THE NE1/4 OF THE SW 1/4 OF SECTION 26, DESCRIBED AS FOLLOWS: BEGINNING 660 FEET SOUTH AND 238 FEET WEST OF THE CENTER OF SAID SECTION; THENCE WEST 66 FEET; THENCE NORTH 262.5 FEET; THENCE EAST 66 FEET; THENCE SOUTH 262. 5 FEET TO THE POINT OF BEGINNING, APN 262502-3-005: PORTION OF THE NE1/4 OF THE SW 1/4 OF SECTION 26, BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION, WHICH IS 660 FEET SOUTH 0°36' WEST OF THE NORTHEAST CORNER; THENCE NORTH 89°27' WEST 183 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°27' WEST 55 FEET; THENCE NORTH 0°36' EAST 137.50 FEET; THENCE SOUTH 89°27' EAST 66 FEET; THENCE SOUTH 0°36' WEST 25 FEET; THENCE SOUTH 06°11' WEST 113.05 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ROADS, APN 262502-3-006: PORTION OF THE NE1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°35' WEST ALONG THE EAST LINE THEREOF 660 FEET; THENCE NORTH 89°27' WEST 118 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4°35' EAST 105.42 FEET; THENCE NORTH 82°36' WEST 61.39 FEET; THENCE SOUTH 06°11' WEST 113.05 FEET; THENCE SOUTH 89°27' EAST 65 FEET TO THE TRUE POINT OF BEGINNING, APN 262502-3-007: PORTION OF THE NE1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: STARTING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°36' WEST ALONG THE EAST LINE OF SAID SUBDIVISION, 660 FEET; THENCE NORTH 89°27' WEST 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°27' WEST 98 FEET; THENCE NORTH 4°36' EAST 105.42 FEET; THENCE NORTH 82°36' WEST 11.03 FEET; THENCE NORTH 0°36' EAST 31 FEET; THENCE SOUTH 89°27' EAST 102 FEET; THENCE SOUTH 0°36' WEST 137.50 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT ROADS, APN 4098-000-012-00: LOT 12, BAINBRIDGE LANDING, ACCORDING TO PLAT RECORDED IN VOLUME 22 OF PLATS, PAGES 4, 5, 6, IN KITSAP COUNTY, WASHINGTON



Line #	Length	Direction
L1	10.10	N1° 20' 20.40"E
L2	17.56	S88° 39' 39.93"E
L3	27.84	N13° 40' 04.48"W
L4	14.14	N76° 20' 33.56"E
L5	6.91	N13° 39' 55.29"W
L6	90.75	N76° 20' 31.65"E
L7	4.50	N13° 39' 55.29"W
L8	34.38	N76° 20' 32.41"E
L9	4.50	S13° 39' 24.91"E
L10	26.05	N76° 20' 31.52"E
L11	82.26	N1° 19' 35.21"E
L12	16.22	N64° 19' 39.22"E
L13	19.11	S1° 23' 19.35"W
L14	86.04	S88° 39' 46.99"E
L15	48.49	S1° 23' 19.35"W
L16	9.89	N88° 36' 40.65"W
L17	0.96	S1° 20' 01.47"W
L18	9.99	N88° 39' 46.27"W
L19	37.63	N1° 08' 49.75"E
L20	66.13	N88° 35' 00.10"W
L21	4.05	S1° 20' 15.02"W
L22	31.99	N88° 30' 47.75"W
L23	58.70	S9° 05' 56.95"W
L24	39.92	S88° 39' 44.98"E
L25	15.71	S1° 20' 15.02"W
L26	12.21	N89° 34' 47.54"W
L27	13.83	S0° 25' 12.46"W
L28	6.69	S76° 20' 33.56"W
L29	29.04	S13° 39' 55.29"E
L30	5.04	S76° 20' 33.56"W
L31	36.61	S13° 39' 55.29"E
L32	6.21	N88° 39' 46.99"W
L33	36.30	N13° 39' 55.29"W
L34	22.45	N88° 32' 32.05"W
L35	3.00	S1° 20' 13.01"W
L36	7.25	N88° 39' 46.99"W
L37	3.00	N1° 20' 13.01"E
L38	14.25	N88° 39' 46.99"W
L39	3.00	S1° 20' 13.01"W
L40	14.83	N88° 39' 46.99"W
L41	3.00	N1° 20' 13.01"E
L42	14.31	N88° 37' 47.52"W
L43	35.12	S1° 22' 12.48"W
L44	12.17	N88° 39' 46.99"W
L45	35.11	N1° 22' 12.48"E
L46	14.35	N88° 39' 00.78"W
L47	3.00	S1° 20' 13.01"W
L48	7.25	N88° 39' 46.99"W
L49	3.00	N1° 20' 13.01"E
L50	14.25	N88° 39' 46.99"W
L51	3.00	S1° 20' 13.01"W
L52	14.83	N88° 39' 46.99"W

L52	14.83	N88° 39' 46.99"W
L53	3.00	N1° 20' 13.01"E
L54	14.25	N88° 39' 46.99"W
L55	3.00	S1° 20' 13.01"W
L56	7.25	N88° 39' 46.99"W
L57	3.00	N1° 20' 13.01"E
L58	14.31	N88° 37' 47.52"W
L59	12.67	S76° 03' 24.48"W
L60	29.71	S13° 39' 55.29"E
L61	4.51	S88° 28' 17.48"E
L62	3.07	S1° 22' 09.70"W
L63	30.16	N88° 39' 46.99"W

LEGEND

P = PUBLIC PARKING, 9'X20' STALLS

⊓ = PEDESTRIAN CROSSING AHEAD SIGN

✉ = MAILBOXES

R = RECORD OF SURVEY No. 200401300309

◉ = MONUMENT

APN = ASSESSOR'S PARCEL NUMBER

— — — — — — = EASEMENT AREA BOUNDARY

N

NORTH

0 20 40 80 Feet

MICHAEL R. BOWEN STATE OF WASHINGTON 29294 REGISTERED PROFESSIONAL LAND SURVEYOR 2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

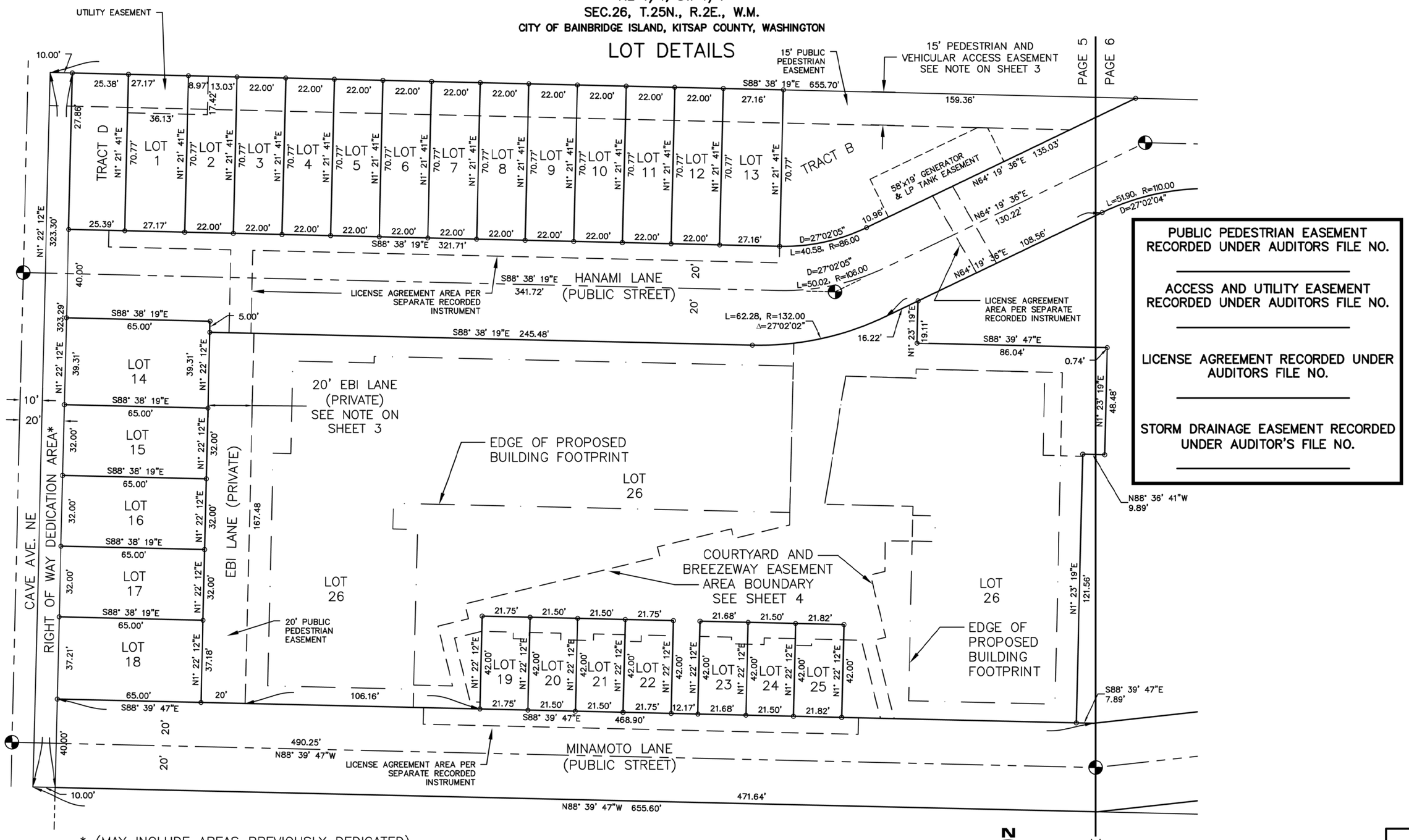
VOLUME/PAGE 4 OF 7

AUDITOR'S FILE NO.

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

LOT DETAILS



* (MAY INCLUDE AREAS PREVIOUSLY DEDICATED)

PUBLIC PEDESTRIAN EASEMENT RECORDED UNDER AUDITORS FILE NO.

ACCESS AND UTILITY EASEMENT RECORDED UNDER AUDITORS FILE NO.

LICENSE AGREEMENT RECORDED UNDER AUDITORS FILE NO.

STORM DRAINAGE EASEMENT RECORDED UNDER AUDITOR'S FILE NO.

N
NORTH

0 15 30 60 Feet

LEGEND:

= MONUMENT

= LOT PERIMETERS SET REBAR AND CAP LS 29294

VOLUME/PAGE
5 OF 7

MICHAEL R. BOWEN — STATE OF WASHINGTON — 29294 — REGISTERED PROFESSIONAL LAND SURVEYOR — 2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

AUDITOR'S FILE NO.

PLAT OF THE LANDING

NE 1/4, SW 1/4

SEC.26, T.25N., R.2E., W.M.

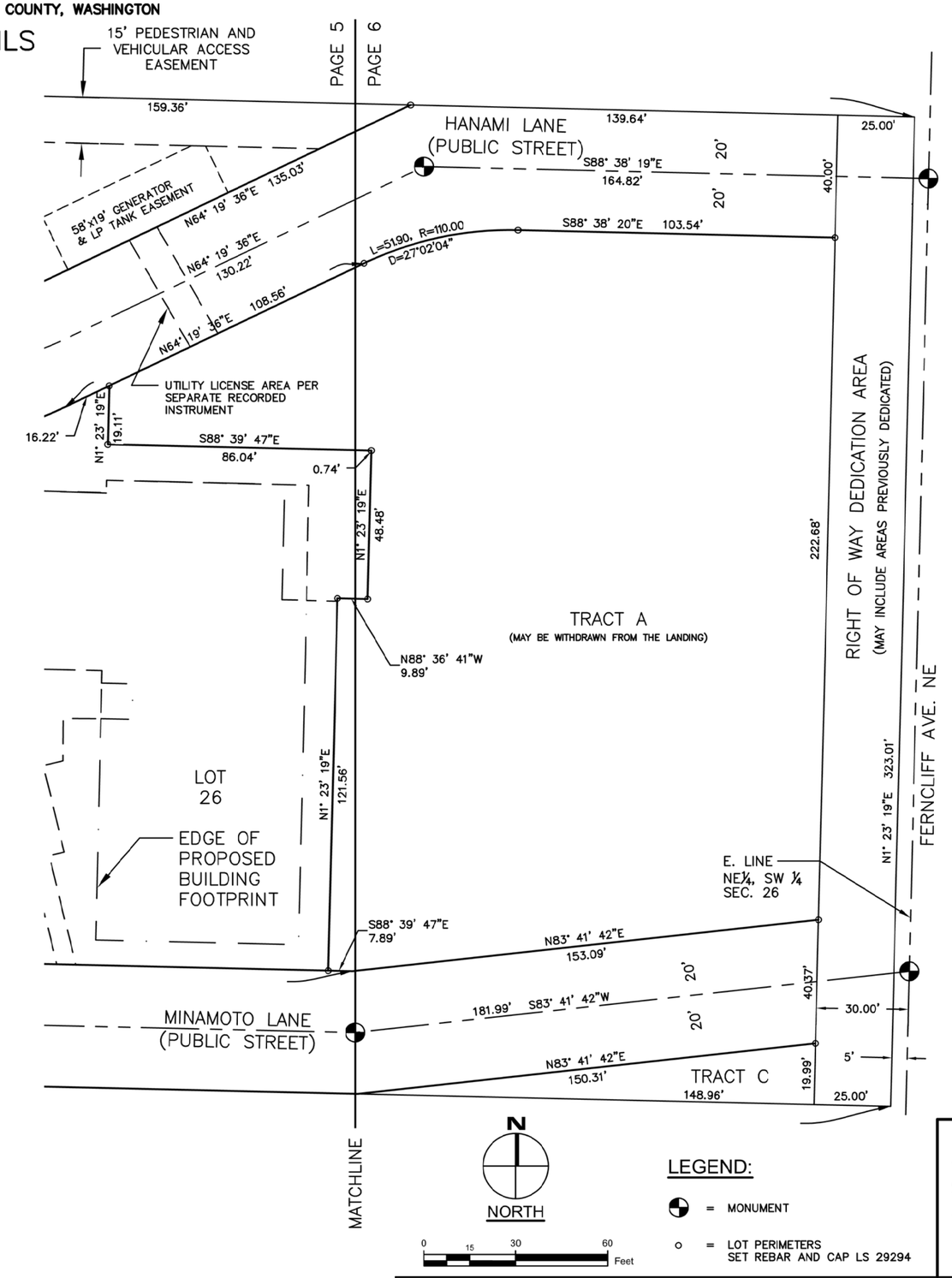
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

LOT DETAILS

Lot Areas	
Lot 1	1,923 sq. ft.
Lot 2	1,557 sq. ft.
Lot 3	1,557 sq. ft.
Lot 4	1,557 sq. ft.
Lot 5	1,557 sq. ft.
Lot 6	1,557 sq. ft.
Lot 7	1,557 sq. ft.
Lot 8	1,557 sq. ft.
Lot 9	1,557 sq. ft.
Lot 10	1,557 sq. ft.
Lot 11	1,557 sq. ft.
Lot 12	1,557 sq. ft.
Lot 13	1,923 sq. ft.
Lot 14	2,555 sq. ft.
Lot 15	2,080 sq. ft.
Lot 16	2,080 sq. ft.
Lot 17	2,080 sq. ft.
Lot 18	2,418 sq. ft.
Lot 19	914 sq. ft.
Lot 20	903 sq. ft.
Lot 21	903 sq. ft.
Lot 22	914 sq. ft.
Lot 23	911 sq. ft.
Lot 24	903 sq. ft.
Lot 25	916 sq. ft.
Lot 26	61,164 sq. ft.

Tract A	39,427 sq. ft.
Tract B	6,338 sq. ft.
Tract C	1,486 sq. ft.
Tract D	1,796 sq. ft.
Hanami Lane	26,928 sq. ft.
Minamoto Lane	24,879 sq. ft.
Cave ROW	3,233 sq. ft.
Ferncliff ROW	8,075 sq. ft.
Courtyard and Breezeway Easement	13,001 sq. ft.

Building Areas	
Lot 1	879 sq. ft.
Lot 2	879 sq. ft.
Lot 3	879 sq. ft.
Lot 4	879 sq. ft.
Lot 5	879 sq. ft.
Lot 6	879 sq. ft.
Lot 7	879 sq. ft.
Lot 8	879 sq. ft.
Lot 9	879 sq. ft.
Lot 10	879 sq. ft.
Lot 11	879 sq. ft.
Lot 12	879 sq. ft.
Lot 13	879 sq. ft.
Lot 14	1,145 sq. ft.
Lot 15	1,145 sq. ft.
Lot 16	1,145 sq. ft.
Lot 17	1,145 sq. ft.
Lot 18	1,145 sq. ft.
Lot 19	662 sq. ft.
Lot 20	662 sq. ft.
Lot 21	662 sq. ft.
Lot 22	662 sq. ft.
Lot 23	662 sq. ft.
Lot 24	662 sq. ft.
Lot 25	662 sq. ft.
Lot 26	34,585 sq. ft.



VOLUME/PAGE
6 OF 7

MICHAEL R. BOWEN
STATE OF WASHINGTON
29294
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

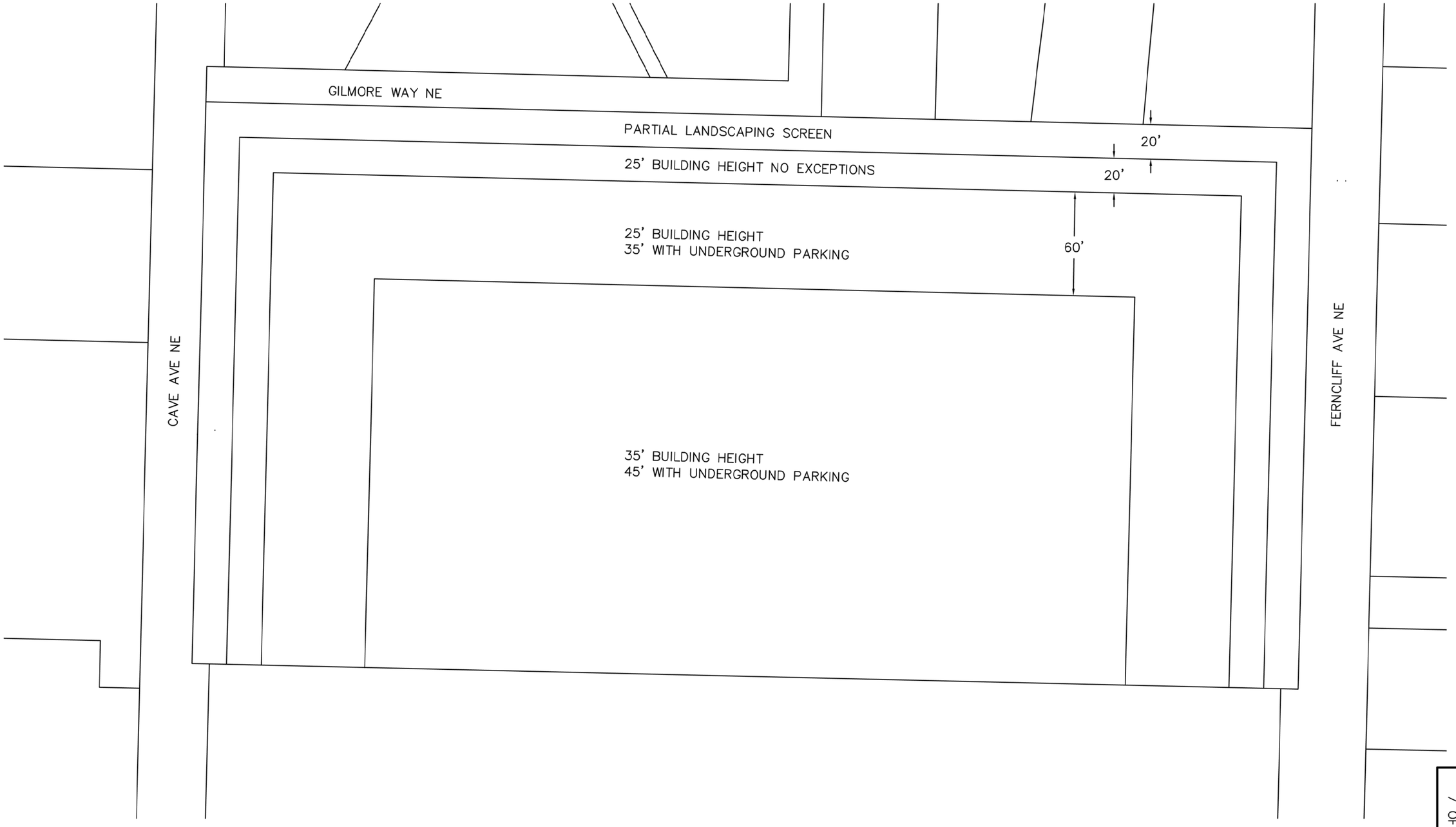
JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

AUDITOR'S FILE NO. 130

PLAT OF THE LANDING

NE 1/4, SW 1/4
SEC.26, T.25N., R.2E., W.M.
CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

BIMC 18.12.030.C LANDSCAPING REQUIREMENTS AND HEIGHT RESTRICTIONS DRAWING:



N
NORTH

0 20 40 80 Feet
1"=40'

MICHAEL R. BOWEN
STATE OF WASHINGTON
29294
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/15/19

SÁEZ CONSULTING ENGINEERS, INC.
Civil Engineering, Planning, Surveying, Design, & CA
748 Winslow Way E.
Bainbridge Island, WA. 98110
PH:(206) 842-4188
FAX:(206) 238-9125

JOB NO. 15025	DATE: 2/15/2019
DRAWN: MKF	CHECKED: MPK & MRB

VOLUME/PAGE 7 OF 7

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

REVOCABLE LICENSE AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantees:

1. SOUND WEST HOLDINGS, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
2. SW BAINBRIDGE LANDING LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
3. BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
4. BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
5. BAINBRIDGE LANDING LLC, a Washington limited liability company, as ground lessee and developer
6. THE LANDING MASTER OWNERS ASSOCIATION, a Washington nonprofit corporation, as owners association

Grantor: City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description: Ptn NE/SW, Section 26, Township 25 North, Range 2 East
City of Bainbridge Island, Kitsap County, Washington
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 262502-3-008-2001 (before final plat)

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into by and between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Sound West Holdings, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, SW Bainbridge Landing LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, Bainbridge Landing Boston LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, and Bainbridge Landing New York LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, each as a tenant in common and all collectively as tenants in common, owners, and ground lessors, and Bainbridge Landing LLC, a Washington limited liability company, as ground lessee and developer, and The Landing Master Owners Association, a Washington nonprofit corporation (collectively, "Licensee").

RECITALS

A. Licensee (except Bainbridge Landing LLC, a Washington limited liability company, and The Landing Master Owners Association, a Washington nonprofit corporation) owns certain real property in the City of Bainbridge Island, located at 259 Ferncliff Avenue N.E., Bainbridge Island, Washington, with Tax Parcel No. 262502-3-008-2001 (before final plat), which real property is legally described on **Exhibit A** ("Licensee's Real Property").

B. The Licensee's Real Property abuts City rights-of-way known as Hanami Lane and Minamoto Lane (collectively, "City Right-of-Way"). The portion of the City Right-of-Way on which the Licensee's Real Property abuts is legally described on **Exhibit B**.

C. The Licensee has previously constructed, or plans to soon construct, improvements that will encroach upon the City Right-of-Way. Specifically, these improvements consist of liquefied propane fuel pipelines and fire service water pipelines ("Licensee's Improvements"). The location of the Licensee's Improvements is legally described on **Exhibit C** and depicted on **Exhibit D**.

D. The City has determined that the portion of the City Right-of-Way legally described on **Exhibit C** and depicted on **Exhibit D** is not currently needed for any City purpose but, in the future, may be needed for some City purpose.

E. In consideration of the terms, conditions, and covenants below, the City and the Licensee desire to enter into this Agreement to govern the existence of Licensee's Improvements encroaching upon the City Right-of-Way.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. Revocable License.

1.1 The City grants Licensee, together with its successors and assigns, permission, revocable and terminable as provided herein, to enter onto and use the City Right-of-Way only for the purpose of ingress and egress. The area of said ingress and egress access across the City Right-of Way is limited to that area legally described on **Exhibit C** and depicted on **Exhibit D** and shall not be expanded in any way. Additionally, Licensee shall comply with all applicable federal, state, and local laws and regulations when entering onto and using the City Right-of-Way under this Agreement. Upon termination of this Agreement, the license granted to the Licensee shall be considered to have been fully revoked.

1.2 The Licensee's Improvements may remain in the location legally described on **Exhibit C** and depicted on **Exhibit D** until this Agreement is terminated. To the extent the Licensee's Improvements are located within the City Right-of Way, the Licensee's Improvements may not be expanded in any way. Licensee shall comply with all applicable federal, state, and local laws and regulations, including but not limited to obtaining all required permits, with regard to the construction, repair, or maintenance of the Licensee's Improvements.

1.3 In consideration of the limited rights and privileges granted to Licensee in this Agreement, Licensee acknowledges the City's interest in, rights to, and authority over the City Right-of-Way, and that except as expressly stated herein, this Agreement does not create or convey to Licensee any interest or rights in the City Right-of-Way. Licensee shall make no use of the City Right-of-Way that is not specifically authorized in this Agreement. The City shall have the right to remove any other encroachment on the City Right-of-Way without notice to Licensee.

1.4 Licensee's use of the City Right-of-Way shall not restrict, inhibit, or interfere with public pedestrian access to the City Right-of-Way. Licensee shall endeavor to minimize the impacts of its use on the City Right-of-Way. The City and Licensee specifically acknowledge that the Licensee's Improvements, as constructed and existing at the time of this Agreement, do not interfere with pedestrian access.

1.5 Licensee shall be solely responsible for any and all costs associated with its use of the City Right-of-Way under this Agreement. Licensee shall not permit any mechanic's, materialmen's, or similar liens to or claims to stand against the City Right-of-Way for labor or material furnished in connection with any work performed on or in the City Right-of-Way. Any taxes imposed as a result of this Agreement or Licensee's use of the City Right-of-Way shall be the responsibility of and shall be paid by Licensee.

2. Allocation of Risk and Indemnification.

2.1 Licensee covenants and warrants that Licensee has fully inspected the City Right-of-Way and that the same is reasonably safe and suitable for Licensee's intended use as permitted under this Agreement. Licensee accepts the same "as-is", without warranty of any kind, whether express or implied.

2.2 Licensee assumes the risk of any and all damage or loss to Licensee's Improvements or personal property located within the City Right-of-Way.

2.3 Licensee agrees to indemnify, defend, and hold harmless the City, its employees, officers, volunteers, agents, successors, and assigns from and against any and all damages, injuries, claims, or other liability of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) incurred by Licensee, Licensee's invitees, guests, or other third parties, relating to, resulting from, directly or indirectly arising from, or associated with Licensee's use of the City Right-of-Way under this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

3. Term and Termination.

3.1 This Agreement shall become effective when executed and shall continue in full force and effect until terminated, as described below.

3.2 If the City determines, in its sole discretion, that the portion of the City Right-of-Way legally described on **Exhibit C** and depicted on **Exhibit D** is needed for any City purpose whatsoever, then the City may terminate this Agreement upon sixty (60) days' written notice to the Licensee; Provided, that if the Licensee breaches this Agreement, then the City may immediately terminate this Agreement without notice to the Licensee.

3.3 Upon termination of this Agreement, Licensee shall, at Licensee's sole expense, surrender and vacate the City Right-of-Way, remove all of the Licensee's Improvements and personal property from the City Right-of-Way, and restore the City Right-of-Way to the as good or better condition than at the time of the execution of this Agreement. If Licensee fails to comply with this subsection, the City shall have the right to remove Licensee's Improvements and personal property from the City Right-of-Way and restore the City Right-of-Way at Licensee's expense, which Licensee shall pay to the City on demand.

4. General Provisions.

4.1 All notices and other material to be delivered under this Agreement shall be in writing and shall be hand delivered or mailed to the following addresses:

The City:
Attn: City Manager
280 Madison Avenue North
Bainbridge Island, Washington 98110
(206) 842-2545

Licensee:
Attn: President
Landing Master Owners Association
c/o Sound West Group
423 Pacific Avenue, Suite 402
Bremerton, WA 98337
(360) 813-3813

Notice that are hand delivered shall be deemed to be received upon delivery. Notices that are mailed shall be deemed to be received three (3) days after the date of mailing. The parties reserve the right to change their respective addresses by giving written notice thereof to the other party.

4.2 Waiver by the City of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision.

4.3 In the event either party brings an action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

4.4 Venue for any legal actions prosecuted or instituted by either party under this Agreement shall be brought in the Superior Court of the State of Washington at Kitsap County, Washington.

4.5 This Agreement is not an easement, lease, or contract, but is a revocable license to Licensee for the express and limited purpose outlined herein.

4.6 Upon termination of this Agreement, the revocable license granted under this Agreement shall no longer burden the City Right-of-Way.

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

4.8 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.

4.9 This Agreement, together with **Exhibits A, B, C, and D**, 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 the City and Licensee.

4.10 Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

4.11 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 contract.

4.12 This Agreement applies to, inures to the benefit of, and is binding on not only the parties hereto, but on their successors, heirs, executors, and assigns.

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

CITY: **CITY OF BAINBRIDGE ISLAND**

By: _____
Morgan Smith, City Manager
Acting City Manager

Date: 2/19/19

LICENSEE: **BAINBRIDGE LANDING, LLC,**
a Washington limited liability company,
By OPG FERNCLIFF INVESTORS LLC,
a Washington limited liability company, its manager,
By OPG FERNCLIFF MANAGEMENT LLC,
a Washington limited liability company, its manager

By _____
Jon Rose
Its Manager

Date: 2-20-19

SOUND WEST HOLDINGS, LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

SW BAINBRIDGE LANDING LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING BOSTON LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING NEW YORK LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

THE LANDING MASTER OWNERS ASSOCIATION,
a Washington nonprofit corporation

By _____
Jon Rose, Vice President
Date: 2-20-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me JON ROSE, to me known to be the Manager of OPG FERNCLIFF MANAGEMENT LLC, a Washington limited liability company, the manager of OPG FERNCLIFF INVESTORS LLC, a Washington limited liability company, the manager of BAINBRIDGE LANDING, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability companies for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20TH day of FEBRUARY, 2019

KELLY E JAHRAUS NOTARY PUBLIC 144448 COMMISSION EXPIRES 6-09-22 STATE OF WASHINGTON

Printed Name: KELLY E JAHRAUS
NOTARY PUBLIC in and for the State of Washington, residing at BAINBRIDGE IS
My Commission Expires: 6-9-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SOUND WEST HOLDINGS, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

MARLENE SCHUBERT NOTARY PUBLIC COMMISSION EXPIRES 12-09-21 STATE OF WASHINGTON

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SW BAINBRIDGE LANDING LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me JON ROSE, to me known to be the Vice President of THE LANDING MASTER OWNERS ASSOCIATION, a Washington nonprofit corporation, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such nonprofit corporation, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that ~~Morgan Smith~~ Barry Loveless is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: February 19, 2019

Rosalind D. Lassoff

NAME: Rosalind D. LASSOFF
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/21

ROSALIND D LASSOFF NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-09-21

EXHIBIT A

LEGAL DESCRIPTION OF LICENSEE'S REAL PROPERTY

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT B

LEGAL DESCRIPTION OF THE
PORTION OF THE CITY RIGHT-OF-WAY ABUTTING LICENSEE'S REAL PROPERTY

Hanami Lane and Minamoto Lane according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT C

LEGAL DESCRIPTION OF AREA USED BY LICENSEE IN CITY RIGHT-OF-WAY

Those portions of Hanami Lane and Minamoto Lane according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____, described as follows:

Beginning at the southeast corner of Lot 18 of said plat;
Thence along the north margin of said Minamoto Lane, S 88°39'47" E, 100.72 feet to the TRUE POINT OF BEGINNING;
Thence continuing along said north margin S 88°39'47" E, 196.77 feet;
Thence S 1° 20' 13" W, 7.50 feet;
Thence N 88°39'47" W, 196.77 feet;
Thence N 1° 20' 13" E, 7.50 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH:
Beginning at the southwest corner of Tract D of said plat;
Thence along the north margin of said Hanami Lane, S 88°38'19" E, 18.16 feet to the TRUE POINT OF BEGINNING;
Thence continuing along said north margin S 88°38'19" E, 303.55 feet;
Thence S 1° 21' 41" W, 7.50 feet;
Thence N 88°38'19" W, 238.11 feet;
Thence S 1° 21' 22" W, 37.50 feet;
Thence N 88°38'19" W, 10.00 feet;
Thence N 1° 21' 22" E, 37.50 feet;
Thence N 88°38'19" W, 55.44 feet;
Thence N 1° 21' 41" E, 7.50 feet to the TRUE POINT OF BEGINNING;

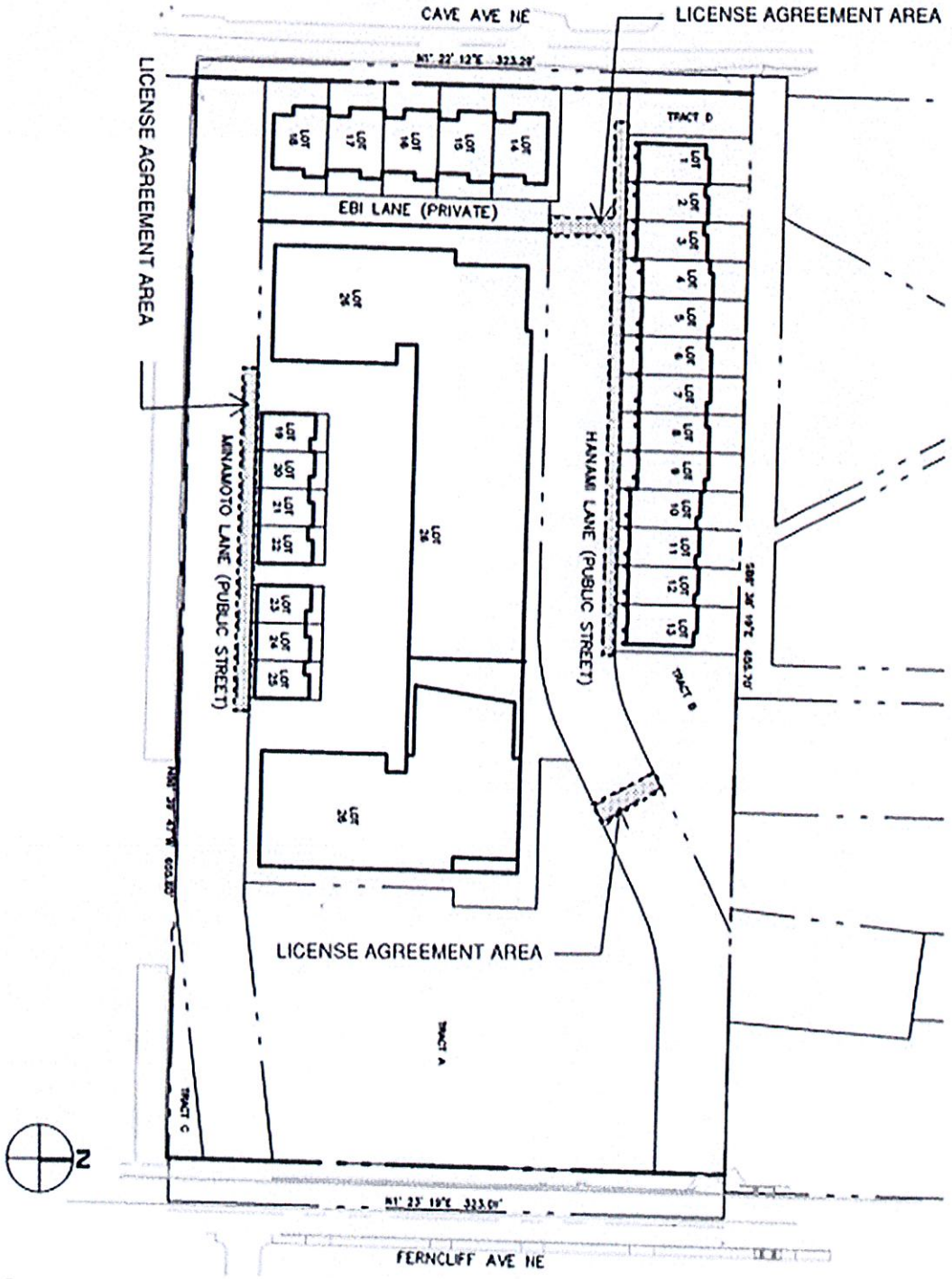
ALSO TOGETHER WITH:
Beginning at the northeast corner of Tract B of said plat;
Thence along the northerly margin of said Hanami Lane, S 64°19'36" W, 91.47 feet to the TRUE POINT OF BEGINNING;
Thence S 29° 42' 22" E, 40.10 feet;
Thence S 64°19'36" W, 10.02 feet;
Thence N 29° 42' 22" W, 40.10 feet;
Thence N 64°19'36" E, 10.02 feet;

Subject to matters of record.

EXHIBIT D

SKETCH OF AREA USED BY LICENSEE IN CITY RIGHT-OF-WAY
(attached)

LEGEND: LICENSE AGREEMENT AREA



PLAT OF THE LANDING
NE $\frac{1}{4}$, SW $\frac{1}{4}$ SECTION 26, T. 25 N., R. 2 E., W.M.

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

DECLARATION OF COVENANT ASSOCIATED WITH MAINTENANCE AND OPERATION OF STORMWATER DRAINAGE FACILITIES

Reference Number(s) of Documents Assigned or Released: N/A

Grantors:

1. SOUND WEST HOLDINGS, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
2. SW BAINBRIDGE LANDING LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
3. BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
4. BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
5. BAINBRIDGE LANDING LLC, a Washington limited liability company, as ground lessee and developer

Grantee: City of Bainbridge Island, Washington, a Washington municipal corporation

Short Legal Description: Ptn NE/SW, Section 26, Township 25 North, Range 2 East
City of Bainbridge Island, Kitsap County, Washington
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number: 262502-3-008-2001 (before final plat)

Whereas, the City of Bainbridge Island, a Washington municipal corporation ("Grantee" or "City"), has rights under City ordinances, codes, and Washington State statutes to regulate stormwater drainage, and the City's Department of Planning & Community Development has issued an approval, number PLN50520 SUB/SPR, for the project known as the Landing, which contains on-site stormwater facilities.

Whereas, Sound West Holdings, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, SW Bainbridge Landing LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, Bainbridge Landing Boston LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, and Bainbridge Landing New York LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, each as a tenant in common and all collectively as tenants in common, owners, and ground lessors, and Bainbridge Landing LLC, a Washington limited liability company, as ground lessee and developer (collectively, "Grantor" or "Owner(s)"), are the owners and the developer of the real property ("Property") situated in the City of Bainbridge Island, Washington, and legally described in **Exhibit A,** attached hereto and included herein by this reference as if set forth in full.

NOW, THEREFORE, the Owner(s) and the heirs, successors, or assigns of the Owner(s) hereby covenant(s) and agree that:

1. The City, or its designees, shall have the right of ingress and egress over the Property for inspecting, sampling, and monitoring stormwater facility components and discharges.

2. If, at any time, the City reasonably determines that maintenance or repair work is required to be done to the existing and accepted stormwater facilities installed on the Property in order to bring such facilities to the same standards as originally installed and accepted, the Grantee's City Engineer and/or his/her designee(s) shall give the Owner(s) seven (7) days' notice that the City intends to perform such maintenance or repair work, or to have the work performed by others. If the Owner(s) has/have not completed or are not diligently pursuing the maintenance or repair work to the facilities and it becomes necessary for the City to perform the work, the Owner(s) shall assume responsibility for the cost of such maintenance or repair work and shall reimburse the City within thirty (30) working days of receipt of the invoice for any such work performed. Overdue payments shall require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any legal action be required to collect such payments, shall be borne by the parties responsible for said reimbursements.

3. If, at any time, the City reasonably determines that the existing and accepted stormwater facilities installed on the Property pose a hazard to life and limb, or endanger property, or adversely affect the safety and/or operations of any public way, due to failure, damage, or non-maintenance, and that the situation is so adverse as to preclude written notice to the Owner(s), the City Engineer may take the measures necessary to eliminate the hazardous situation by repairing or cleaning out the existing facilities to the same standards as originally installed and accepted, provided that the City's Public Works Director, or his/her designee, has first made a reasonable effort to locate the Owner(s) before acting. The Owner(s) shall assume

responsibility for the cost of such maintenance or repair work and shall reimburse the City within thirty (30) days of receipt of the invoice for any such work performed. Overdue payments shall require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by the City, should any legal action be required to collect such payments, shall be borne by the parties responsible for said reimbursements.

4. The Owner(s) shall keep the City informed at all times as to the name, address, telephone number, and email address of the contact person responsible for the performance of maintenance or repair work to the storm drainage facilities.

5. The Owner(s) agree(s) to hold harmless and indemnify the City or its designee(s) from any and all claims arising from any activity that the City undertakes on the Property if it becomes necessary for the City to conduct maintenance or repair work.

6. These covenants are intended to protect the value and desirability of the Property. The covenants shall run with the land and be binding on all parties having or acquiring from the Owner(s), or his/her/their heirs, successors, or assigns, any right, title, or interest in the Property or any part thereof. The covenants shall inure to the benefit of each present or future successor in interest of said Property or any part thereof or interest therein.

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

GRANTEE: CITY OF BAINBRIDGE ISLAND

By: _____
Morgan Smith, City Manager
Acting City Manager
Date: 2/19/19

GRANTOR: **BAINBRIDGE LANDING, LLC,**
a Washington limited liability company,
By OPG FERNCLIFF INVESTORS LLC,
a Washington limited liability company, its manager,
By OPG FERNCLIFF MANAGEMENT LLC,
a Washington limited liability company, its manager

By _____
Jon Rose
Its Manager
Date: 2-20-19

SOUND WEST HOLDINGS, LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

SW BAINBRIDGE LANDING LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING BOSTON LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING NEW YORK LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me JON ROSE, to me known to be the Manager of OPG FERNCLIFF MANAGEMENT LLC, a Washington limited liability company, the manager of OPG FERNCLIFF INVESTORS LLC, a Washington limited liability company, the manager of BAINBRIDGE LANDING, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability companies for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20TH day of FEBRUARY 2019

KELLY E JAHRAUS NOTARY PUBLIC 144448 COMMISSION EXPIRES 6-09-22 STATE OF WASHINGTON

Kelly E Jahraus

Printed Name: KELLY E JAHRAUS
NOTARY PUBLIC in and for the State of Washington, residing at BAINBRIDGE IS
My Commission Expires: 6-9-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SOUND WEST HOLDINGS, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

MARLENE SCHUBERT NOTARY PUBLIC COMMISSION EXPIRES 12-09-21 STATE OF WASHINGTON

Marlene Schubert

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that ~~Morgan Smith~~ Barry Loveless is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: February 19, 2019

Rosalind D. Lassoff

NAME: ROSALIND D. LASSOFF
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/21

ROSALIND D LASSOFF NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-09-21

EXHIBIT A

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

PUBLIC PEDESTRIAN ACCESS EASEMENT AND AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantors:

1. SOUND WEST HOLDINGS, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
2. SW BAINBRIDGE LANDING LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
3. BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
4. BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
5. BAINBRIDGE LANDING LLC, a Washington limited liability company, as ground lessee and developer

Grantee: City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description: Ptn NE/SW, Section 26, Township 25 North, Range 2 East
City of Bainbridge Island, Kitsap County, Washington
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 262502-3-008-2001 (before final plat)

THIS PUBLIC PEDESTRIAN ACCESS EASEMENT AND AGREEMENT ("Agreement") is made by and between Sound West Holdings, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, SW Bainbridge Landing LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, Bainbridge Landing Boston LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, and Bainbridge Landing New York LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, each as a tenant in common and all collectively as tenants in common, owners, and ground lessors, and Bainbridge Landing LLC, a Washington limited liability company, as ground lessee and developer (collectively, "Grantor") and the City of Bainbridge Island, a Washington State municipal corporation ("Grantee"). The Grantor and the Grantee (the "Parties") agree as follows:

1. Grantor's Real Property. The Grantor (except Bainbridge Landing LLC, a Washington limited liability company) is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by this reference, ("Grantor's Real Property").

2. Grant of Public Pedestrian Access Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive public pedestrian access easement ("Pedestrian Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit B** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein ("Pedestrian Easement Area").

3. Grant of Access and Maintenance Easement. The Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to the Grantee, its successors, and assigns, a perpetual, nonexclusive access and maintenance easement ("Maintenance Easement") under, over, through, and across the portion of the Grantor's Real Property legally described on **Exhibit C** and depicted on **Exhibit D**, both of which are attached hereto and incorporated herein ("Maintenance Easement Area").

4. Purpose. The Pedestrian Easement and the Maintenance Easement are conveyed, for the benefit and use of the Grantee and the general public, for the purpose of the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of certain Facilities. For the purposes of this Agreement, "Facilities" shall include: (i) paths, trails, and sidewalks; and (ii) other reasonable and appropriate uses appurtenant to paths, trails, and sidewalks, including, without limitation, curbs, gutters, and signage.

5. Access. The Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Pedestrian Easement Area and the Maintenance Easement Area as necessary for the construction, development, installation, operation, maintenance, repair, replacement, removal, or use of any Facilities. The general public shall have the right, without prior institution of any suit or proceedings at law, to enter upon the Pedestrian Easement Area.

6. Reservation of Rights. All rights, title, and interest, which may be used and enjoyed without interfering with the Pedestrian Easement and the Maintenance Easement, are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of this Agreement, of structures of a permanent or temporary nature, which interfere with the operation of any Facilities, shall be deemed an encroachment upon the Grantee's easement rights, and the Grantor shall be obligated to remove the encroachments at the Grantor's expense.

7. Protection of Facilities. The Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the Grantor's Real Property, the Pedestrian Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine any of the Facilities, or endanger the lateral support to any of the Facilities. The Grantor shall be obligated to repair, at the Grantor's sole cost and expense, any damage caused to any of the Facilities caused by or arising out of a violation of this Section 7.

8. Indemnity. By accepting and recording this Agreement, the Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by or arising out of the acts, errors, or omissions of the Grantor or the Grantor's agents.

9. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors and assigns.

10. Good Title. The Grantor warrants that they have good title to the Grantor's Real Property and warrants the Grantee title to, and quiet enjoyment of, the Pedestrian Easement and the Maintenance Easement conveyed in this Agreement.

11. Complete Agreement. This Agreement represents the complete agreement of the Parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the Parties.

12. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

13. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

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

GRANTEE: CITY OF BAINBRIDGE ISLAND

By: _____
Morgan Smith, City Manager
Acting City Manager
Date: 2/19/19

GRANTOR: **BAINBRIDGE LANDING, LLC,**
a Washington limited liability company,
By OPG FERNCLIFF INVESTORS LLC,
a Washington limited liability company, its manager,
By OPG FERNCLIFF MANAGEMENT LLC,
a Washington limited liability company, its manager

By _____
Jon Rose
Its Manager
Date: 2-20-19

SOUND WEST HOLDINGS, LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

SW BAINBRIDGE LANDING LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING BOSTON LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING NEW YORK LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me JON ROSE, to me known to be the Manager of OPG FERNCLIFF MANAGEMENT LLC, a Washington limited liability company, the manager of OPG FERNCLIFF INVESTORS LLC, a Washington limited liability company, the manager of BAINBRIDGE LANDING, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability companies for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20TH day of FEBRUARY, 2019

KELLY E JAHRAUS NOTARY PUBLIC 144448 COMMISSION EXPIRES 6-09-22 STATE OF WASHINGTON

Printed Name: KELLY E JAHRAUS
NOTARY PUBLIC in and for the State of Washington, residing at BAINBRIDGE IS
My Commission Expires: 6-9-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SOUND WEST HOLDINGS, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

MARLENE SCHUBERT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-09-21

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SW BAINBRIDGE LANDING LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

MARLENE SCHUBERT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-09-21

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island/Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Morgan Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: February 19, 2019

Rosalind D. Lassoff

NAME: Rosalind D. Lassoff
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/21

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

A fifteen (15) foot wide strip of land located within a portion of Lots 1 through 13 and Tracts B and D and depicted as "Pedestrian and Vehicular Access Easement" on the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

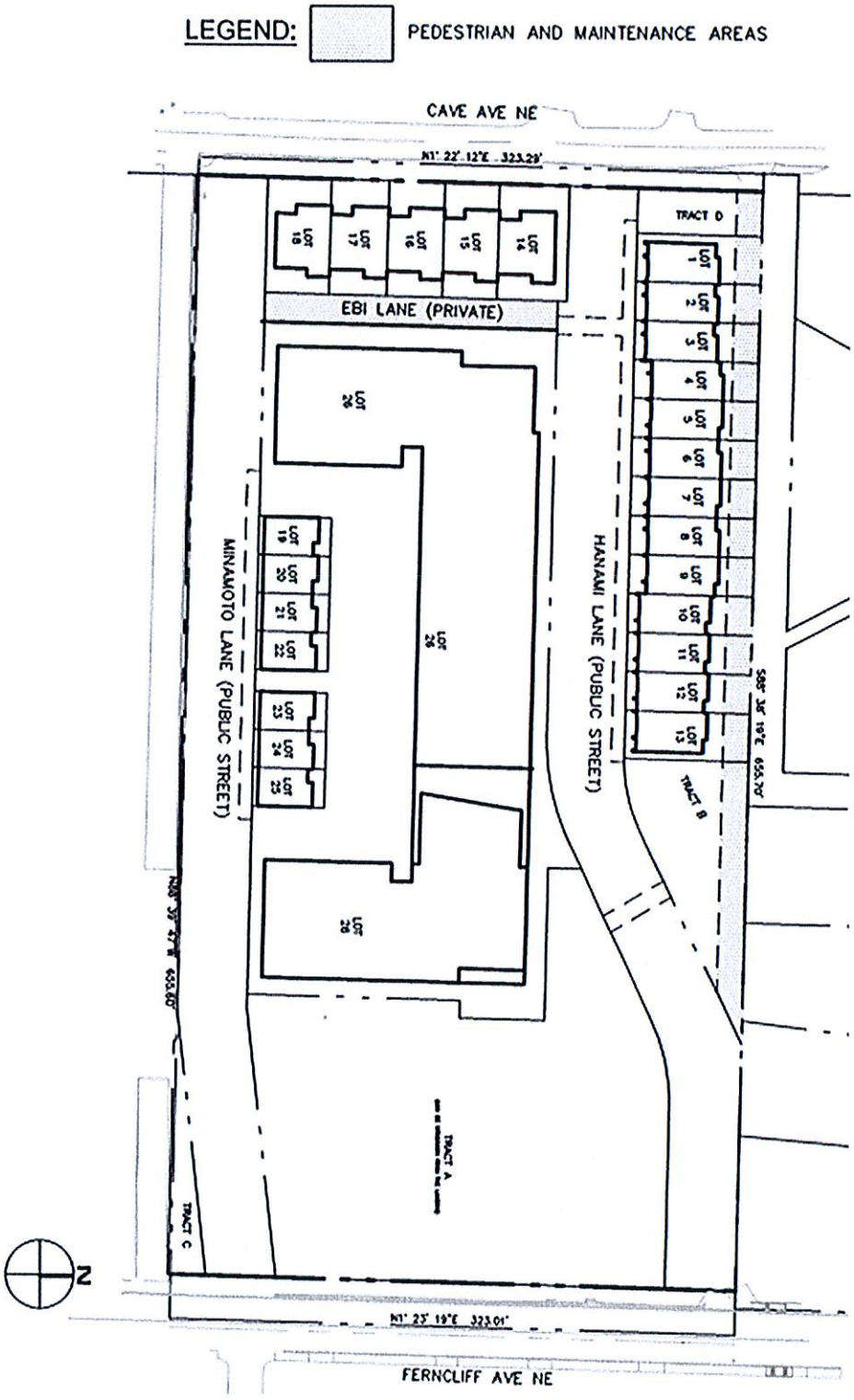
Together with

A twenty (20) foot wide strip of land located within a portion of Lot 26 and depicted as "Ebi Lane (Private)" on the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT D

DRAWING OF PEDESTRIAN EASEMENT AREA AND MAINTENANCE EASEMENT AREA (attached)



PLAT OF THE LANDING

NE ¼, SW ¼ SECTION 26, T. 25 N., R. 2 E., W.M.

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

STORM DRAINAGE EASEMENT AND AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantors:

1. SOUND WEST HOLDINGS, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
2. SW BAINBRIDGE LANDING LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
3. BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
4. BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
5. BAINBRIDGE LANDING LLC, a Washington limited liability company, as ground lessee and developer

Grantee: City of Bainbridge Island, a Washington State municipal corporation

Short Legal Description: Ptn NE/SW, Section 26, Township 25 North, Range 2 East
City of Bainbridge Island, Kitsap County, Washington
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 262502-3-008-2001 (before final plat)

THIS STORM DRAINAGE EASEMENT AND AGREEMENT ("Agreement") is made by and between Sound West Holdings, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, SW Bainbridge Landing LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, Bainbridge Landing Boston LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, and Bainbridge Landing New York LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, each as a tenant in common and all collectively as tenants in common, owners, and ground lessors, and Bainbridge Landing LLC, a Washington limited liability company, as ground lessee and developer (collectively, "Grantor") and the City of Bainbridge Island, a Washington State municipal corporation ("Grantee"). The parties agree as follows:

1. Grantor's Real Property. Grantor (except Bainbridge Landing LLC, a Washington limited liability company) is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference ("Grantor's Real Property").

2. Grant of Perpetual Storm Drainage Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys, and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive storm drainage easement ("Storm Drainage Easement") under, over, through, and across the portion of Grantor's Real Property which is legally described on **Exhibit B** and depicted on **Exhibit D**, attached hereto and incorporated herein ("Storm Drainage Easement Area").

3. Grant of Access and Maintenance Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive access and maintenance easement ("Maintenance Easement") under, over, through, and across the portion of Grantor's Real Property which is legally described on **Exhibit C**, attached hereto and incorporated herein ("Maintenance Easement Area").

4. Purpose. The Storm Drainage Easement and the Maintenance Easement are for the purpose of constructing, installing, operating, maintaining, removing, repairing, replacing, and using storm drainage structures and all appurtenances thereto ("Facilities").

5. Access. Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Storm Drainage Easement Area and the Maintenance Easement Area as necessary for constructing, installing, operating, maintaining, removing, repairing, replacing, and using the Facilities.

6. Restoration. If the Storm Drainage Easement Area or the Maintenance Easement Area is disturbed by the construction, installation, operation, maintenance, removal, repair, replacement, or use of the Facilities, Grantee shall restore the surface of same as nearly as possible to the condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement, or use.

7. Reservation of Rights. All right, title, and interest, which may be used and enjoyed without interfering with the Storm Drainage Easement and the Maintenance Easement, are reserved to Grantor. The construction, installation, maintenance, or repair, after the date of this Agreement, of structures of a permanent nature, which interfere with the operation of the Facilities, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

8. Protection of Facilities. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on Grantor's Real Property, the Storm Drainage Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities.

9. Indemnity. By accepting and recording this Agreement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any injuries or damages suffered by any person or property caused by acts or omissions of Grantor or its agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the parties and their respective successors and assigns.

11. Good Title. Grantor warrants that it has good title to Grantor's Real Property and warrants Grantee title to, and quiet enjoyment of, the Storm Drainage Easement and the Maintenance Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the later of the signature dates below.

GRANTEE: **CITY OF BAINBRIDGE ISLAND**

By: _____
Morgan Smith, City Manager
Acting City Manager
Date: 2/19/19

GRANTOR: **BAINBRIDGE LANDING, LLC**,
a Washington limited liability company,
By OPG FERNCLIFF INVESTORS LLC,
a Washington limited liability company, its manager,
By OPG FERNCLIFF MANAGEMENT LLC,
a Washington limited liability company, its manager

By _____
Jon Rose
Its Manager
Date: 2-20-19

SOUND WEST HOLDINGS, LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

SW BAINBRIDGE LANDING LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING BOSTON LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING NEW YORK LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-22-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me JON ROSE, to me known to be the Manager of OPG FERNCLIFF MANAGEMENT LLC, a Washington limited liability company, the manager of OPG FERNCLIFF INVESTORS LLC, a Washington limited liability company, the manager of BAINBRIDGE LANDING, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability companies for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20TH day of FEBRUARY 2019.

Kelly E Jahraus
Printed Name: KELLY E JAHRAUS
NOTARY PUBLIC in and for the State of Washington, residing at BAINBRIDGE IS
My Commission Expires: 6-9-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SOUND WEST HOLDINGS, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SW BAINBRIDGE LANDING LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that ~~Morgan Smith~~ Barry Loveless is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: February 19, 2019

Rosalind D. Lassoff

NAME: Rosalind D. LASSOFF
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/21

ROSALIND D LASSOFF NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-09-21

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT C

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

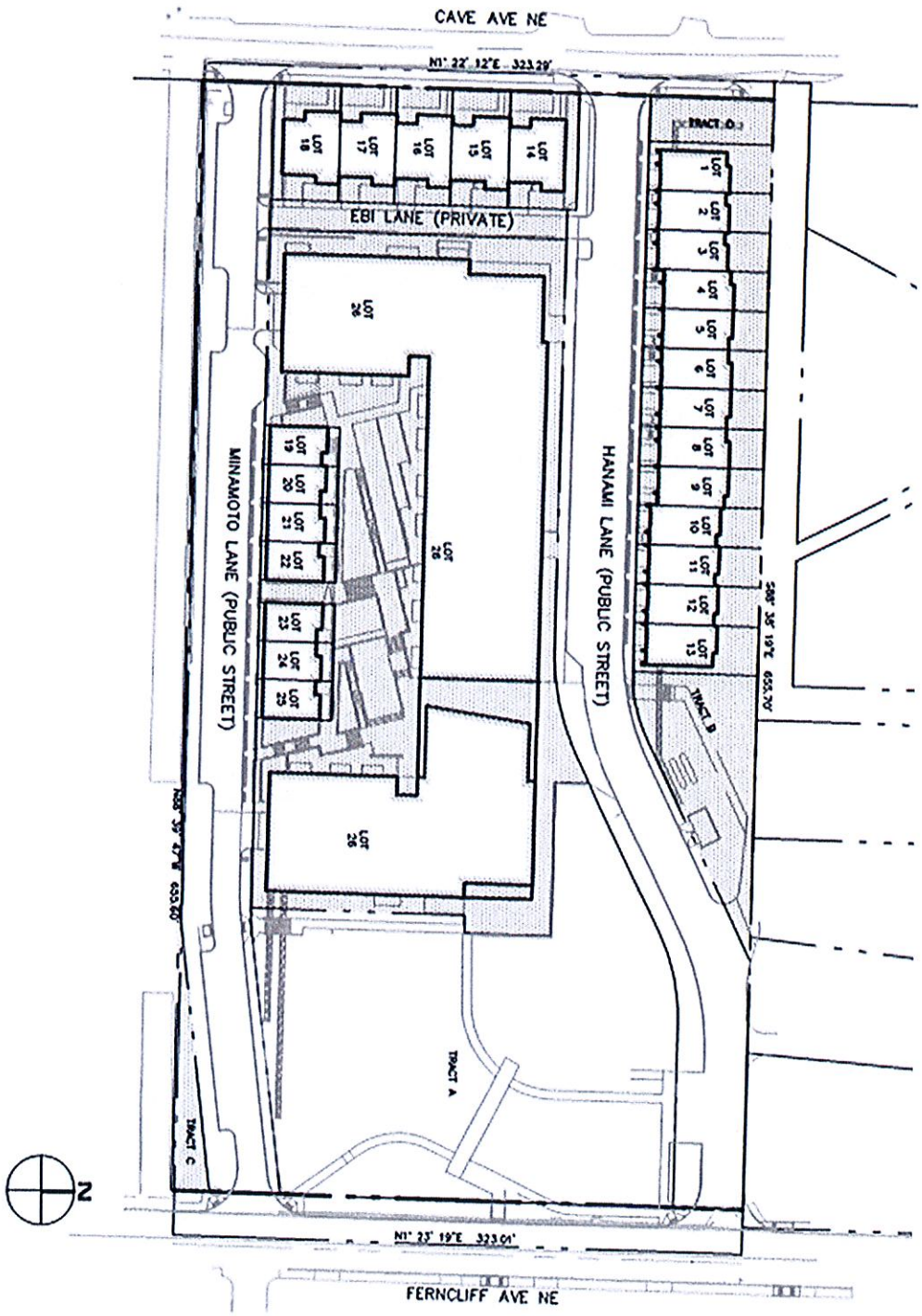
Except above, below, or within enclosed buildings and proposed building footprints;

Subject to matters of record.

EXHIBIT D

SKETCH OF EASEMENT AND MAINTENANCE AREA
(attached)

LEGEND: STORM DRAINAGE EASEMENT AND MAINTENANCE AREA



PLAT OF THE LANDING
NE ¼, SW ¼ SECTION 26, T. 25 N., R. 2 E., W.M.

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

ACCESS AND UTILITIES EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND AGREEMENT

Reference Number(s) of Documents Assigned or Released: N/A

Grantors:

1. SOUND WEST HOLDINGS, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
2. SW BAINBRIDGE LANDING LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
3. BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
4. BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, as tenant in common fee owner and ground lessor, and
5. BAINBRIDGE LANDING LLC, a Washington limited liability company, as ground lessee and developer

Grantee: City of Bainbridge Island, Washington, a Washington municipal corporation

Short Legal Description: Ptn NE/SW, Section 26, Township 25 North, Range 2 East
City of Bainbridge Island, Kitsap County, Washington
(Complete legal description on Exhibit A)

Assessor's Property Tax Parcel/Account Number(s): 262502-3-008-2001 (before final plat)

THIS ACCESS AND UTILITIES EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND AGREEMENT ("Agreement") is made by and between Sound West Holdings, LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, SW Bainbridge Landing LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, Bainbridge Landing Boston LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, and Bainbridge Landing New York LLC, a Washington limited liability company, as to an undivided twenty-five percent (25%) interest, each as a tenant in common and all collectively as tenants in common, owners, and ground lessors, and Bainbridge Landing LLC, a Washington limited liability company, as ground lessee and developer (collectively, "Grantor") and the City of Bainbridge Island, a Washington State municipal corporation ("Grantee"). The parties agree as follows:

1. Grantor's Real Property. Grantor (except Bainbridge Landing LLC, a Washington limited liability company) is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein ("Grantor's Real Property").

2. Grant of Perpetual Access and Utilities Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive access and utilities easement ("Access and Utilities Easement") under, over, through, and across the portion of Grantor's Real Property which is legally described on **Exhibit B** and shown on **Exhibit D**, attached hereto and incorporated herein ("Sketch of Access and Utilities Easement and Construction Easement Area").

3. Grant of Temporary Construction Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a temporary, nonexclusive construction easement ("Construction Easement") under, over, through, and across the portion of Grantor's Real Property which is legally described on **Exhibit C** and shown on **Exhibit D**, attached hereto and incorporated herein ("Sketch of Access and Utilities Easement and Construction Easement Area").

4. Purpose. The Access and Utilities Easement and the Construction Easement, as established by the Agreement, are nonexclusive easements for the benefit of Grantee for the purposes of construction, installation, operation, maintenance, removal, repair, replacement, and grading relating to utilities and all appurtenances thereto ("Facilities").

5. Access. Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Access and Utilities Easement Area and the Construction Easement Area as necessary for constructing, installing, operating, maintaining, removing, repairing, replacing, and using the Facilities.

6. Restoration. If the Access and Utilities Easement Area or the Construction Easement Area is disturbed by the construction, installation, operation, maintenance, removal, repair, replacement, or use of the Facilities, Grantee shall restore the surface of same as nearly as

possible to the condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement, or use.

7. Reservation of Rights. All right, title, and interest, which may be used and enjoyed without interfering with the Access and Utilities Easement and the Construction Easement, are reserved to Grantor. The construction, installation, maintenance, or repair, after the date of this Agreement, of structures of a permanent nature, which interfere with the operation of the Facilities, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

8. Protection of Facilities. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on Grantor's Real Property, the Access and Utilities Easement Area, or the Construction Easement Area that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities.

9. Indemnity. By accepting and recording this Agreement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any injuries or damages suffered by any person or property caused by acts or omissions of Grantor or its agents.

10. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the parties and their respective successors, heirs, and assigns.

11. Good Title. Grantor warrants that it has good title to Grantor's Real Property and warrants Grantee title to, and quiet enjoyment of, the Access and Utilities Easement and the Construction Easement conveyed in this Agreement.

12. Complete Agreement. This Agreement, including Exhibits A, B, C, and D, represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the parties.

13. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

14. Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement.

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

16. 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.

17. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

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

GRANTEE: CITY OF BAINBRIDGE ISLAND

By: _____
Morgan Smith, City Manager
Acting City Manager
Date: 2/19/19

GRANTOR: **BAINBRIDGE LANDING, LLC,**
a Washington limited liability company,
By OPG FERNCLIFF INVESTORS LLC,
a Washington limited liability company, its manager,
By OPG FERNCLIFF MANAGEMENT LLC,
a Washington limited liability company, its manager

By _____
Jon Rose
Its Manager
Date: 2-20-19

SOUND WEST HOLDINGS, LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

SW BAINBRIDGE LANDING LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING BOSTON LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

BAINBRIDGE LANDING NEW YORK LLC,
a Washington limited liability company

By _____
Wes Larson, Manager
Date: 2-20-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me JON ROSE, to me known to be the Manager of OPG FERNCLIFF MANAGEMENT LLC, a Washington limited liability company, the manager of OPG FERNCLIFF INVESTORS LLC, a Washington limited liability company, the manager of BAINBRIDGE LANDING, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability companies for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20TH day of FEBRUARY, 2019

KELLY E JAHRAUS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 144448 6-09-22

Printed Name: KELLY E JAHRAUS
NOTARY PUBLIC in and for the State of Washington, residing at BAINBRIDGE IS
My Commission Expires: 6-9-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SOUND WEST HOLDINGS, LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019.

MARLENE SCHUBERT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-09-21

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of SW BAINBRIDGE LANDING LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

MARLENE SCHUBERT NOTARY PUBLIC COMMISSION EXPIRES 12-09-21 STATE OF WASHINGTON

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING BOSTON LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February 2019

MARLENE SCHUBERT NOTARY PUBLIC COMMISSION EXPIRES 12-09-21 STATE OF WASHINGTON

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appeared before me WES LARSON, to me known to be the Manager of BAINBRIDGE LANDING NEW YORK LLC, a Washington limited liability company, and the person who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath each stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of February, 2019.

MARLENE SCHUBERT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-09-21

Printed Name: Marlene Schubert
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island / Kitsap
My Commission Expires: 12-9-2021

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that ~~Morgan Smith~~ Barry Loveless is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: February 19, 2019

Rosalind D. Lassoff

NAME: Rosalind D. Lassoff
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: 6/9/21

ROSALIND D LASSOFF NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-09-21

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;

Subject to matters of record.

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS AND UTILITIES EASEMENT AREA

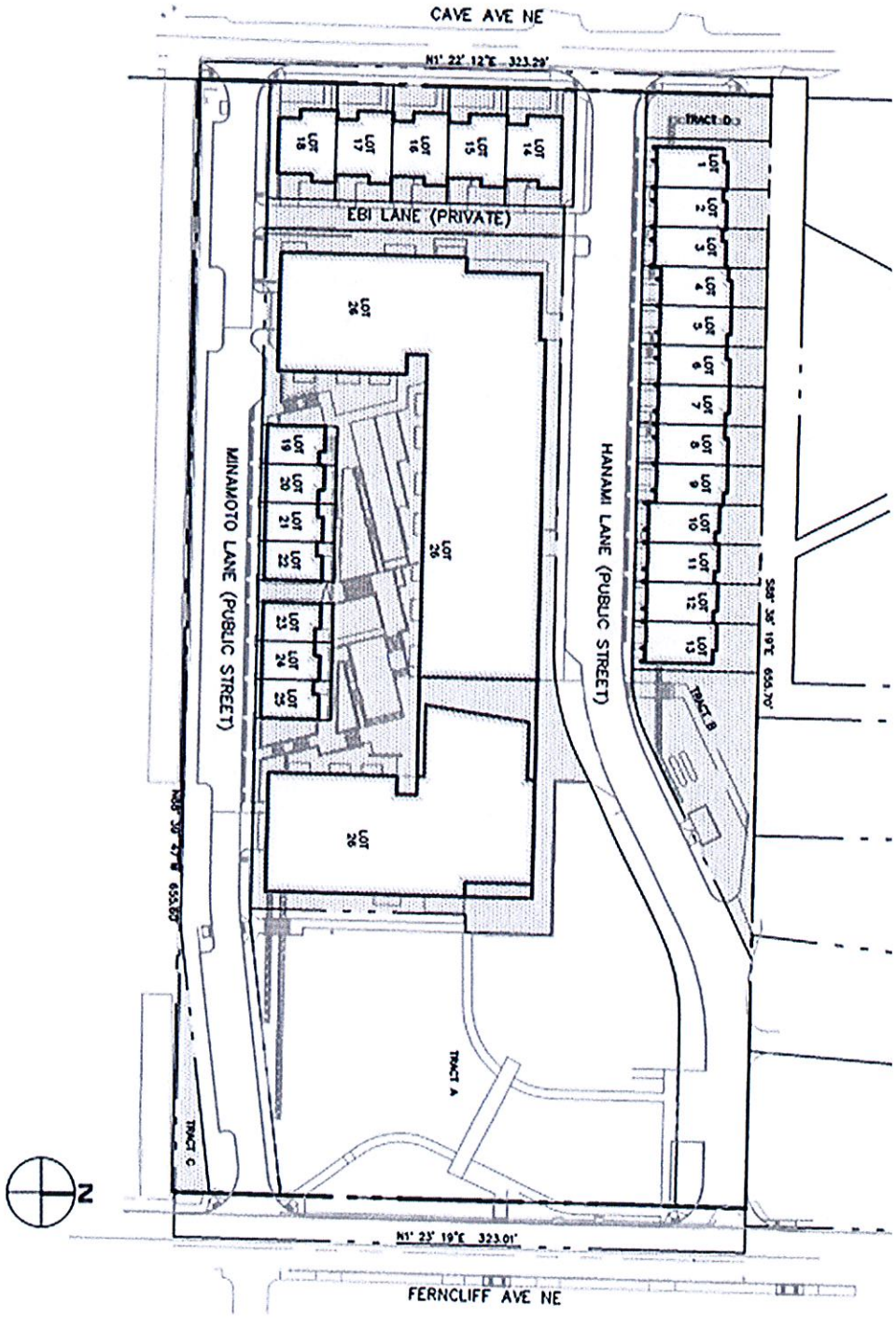
Lots 1 through 26, together with Tracts B, C, and D, according to the Plat of The Landing, City of Bainbridge Island, Kitsap County, Washington, recorded under Kitsap County Auditor's File No. _____;
Except any areas above, below, or within any building footprint or proposed building footprint;

Subject to matters of record.

EXHIBIT D

SKETCH OF ACCESS AND UTILITIES EASEMENT AND CONSTRUCTION EASEMENT AREA
(attached)

LEGEND: ACCESS AND UTILITIES EASEMENT AND CONSTRUCTION EASEMENT AREA



PLAT OF THE LANDING
NE $\frac{1}{4}$, SW $\frac{1}{4}$ SECTION 26, T. 25 N., R. 2 E., W.M.

April 6, 2017

CITY OF BAINBRIDGE ISLAND, WASHINGTON
HEARING EXAMINER

REPORT AND DECISION

Project:	Bainbridge Landing Preliminary Long Subdivision and Site Plan Review
File Number:	PLN50520SPR & SUB
Applicant:	Bainbridge Community Development, LLC, *represented by* Charles Wenzlau, Architect 490 Madison Avenue N, #105 Bainbridge Island, WA 98110
Location:	259 Ferncliff Avenue, north of Harbor Square
Request:	The applicant is requesting to subdivide a 4.86 acre historic single family residential site into 27 lots for development of 140 residential units, including 25 townhomes and a 115 unit apartment building. A one acre park on the east side of the project site abutting Ferncliff Avenue will be publicly dedicated to obtain a Floor Area Ratio (FAR) Bonus. The Housing Design Demonstration Projects (HDDP) program will be utilized to construct a Tier 1, LEED certified project. The project also requires a Site Plan Review approval.
SEPA Review:	A Mitigated Determination of Non-Significance was issued on February 2, 2017.
Zoning and Plan Designations:	Mixed Use Town Center (MUTC) – Ferry Terminal District (FTD) Overlay

---

FINDINGS OF FACT

Site Characteristics

1. Tax Assessor Information:
   - **A.** Tax Lot Numbers: 262502-3-008-2001
   - **B.** Owners of Record: William Lowery, James J. Lowery and Marcia C. Wicktom
   - **C.** Lot Size: 4.87 acres or 211,952 square feet
   - **D.** Land Use: Residential.

2. Terrain: The site is generally level in the northeast portion, sloping to the southwest with site elevations varying from approximately 135' at the northeast corner to 100' at the southwest corner.

3. Soils: Mapping indicates that the predominant soil type on the site is Kapowsin gravelly ashy loam, 0 to 6%, except in the southeast area, which has 6 to 15% slopes (Soil Survey of Kitsap County Area, Washington; U.S. Department of Agriculture, Soil Conservation Service, 1977).

4. Existing Site Development: The historic Cave family single family residence (constructed between 1897 and 1900) exists in the northeast corner of the property.

5. Proposed Access: The proposed development will be accessed from both Ferncliff and Cave Avenue, with shared use of Gilmore Avenue.

6. Public Services and Utilities: City of Bainbridge Island Water and Sewer.

7. Zoning/Comprehensive Plan Designation: The subject property is zoned Mixed Use Town Center (MUTC)-Ferry Terminal District (FTD) Overlay

8. Surrounding Zoning/Comprehensive Plan Designation:
   - **A.** North: R-4.3, Single-family
   - **B.** South: MUTC, FTD
   - **C.** East: R-4.3, Single-family
   - **D.** West: MUTC, FTD

9. Surrounding Uses:
   - **A.** North: Gilmore Avenue and single-family development
   - **B.** South: Harbor Square development (mixed use development)
   - **C.** East: Ferncliff Avenue and single-family development
   - **D.** West: Cave Avenue and residential (single and multi-family).

Procedural History

10. A pre-application conference was held on May 10, 2016. The Design Review Board reviewed the pre-application proposal on May 16, 2016. A public participation meeting was held on June 6, 2016. Applications for Preliminary Subdivision and Site Plan and Design Review Approvals were submitted on July 14, 2016, and deemed complete on August 12, 2016.

11. The project is subject to State Environmental Policy Act (SEPA) review as set forth in Washington Administrative Code Chapter 197-11. Utilizing the optional DNS process provided in WAC 197-11-355, the City issued a combined Notice of Application/SEPA comment period on August 26, 2016. The 14-day comment period ended on September 9, 2016. A modification to the fireflow options for the proposal application resulted in a revised notice of application/SEPA comment period being issued on December 30, 2016, with a second 14-day comment period concluding January 13, 2017. A Mitigated Determination of Nonsignificance (MDNS) was issued on February 2, 2017, with an appeal period ending February 16, 2017. No appeals were filed.

12. The Design Review Board (DRB) discussed the application at three different meetings, the last held on November 21, 2016, reviewing the proposal for consistency with the City's multi-family and commercial/mixed use design guidelines as well as making general site and building design recommendations. On October 17, 2016, the Design Review Board motioned to approve the plan subject to a condition that the architect return to the DRB with alternative concepts for exterior materials and their placement on the buildings. On November 21, 2016, the applicant met again with the DRB and described three different potential material designs. The DRB voted in favor of employing the natural palette color and the applicant has agreed to follow the DRB recommendation.

13. The Planning Commission (PC) held a public meeting on March 9, 2017, to review the project, with the PC members expressing concern that they had not yet received the full staff report with all proposed conditions and concluding that absent such items they would be unable to make a recommendation. The meeting then heard an overview of the project from the applicant, received public comment, and directed questions to the applicant and staff. The Planning Commission on March 14, 2017, received a full staff report and on March 17, 2017, continued its review of the project. The Commission made a unanimous recommendation of approval subject to a recommendation for revisions to specified conditions.

14. Agency technical comments were received from the City's fire marshal, development engineer and Historic Preservation Commission (HPC). On July 22, 2016, the fire marshal submitted detailed comments regarding fire flow, location of fire hydrants, fire sprinkler and alarm systems, and fire apparatus access roads. To meet the fire flow requirements for this project, the applicant proposed two options: 1) to extend an 8 inch waterline from the Vineyard Lane development to connect to the existing water line in Gowen Place, or 2) develop a large water tank on site with a pump and back-up generator. While both concepts were deemed viable, option 1 was preferred by the Fire Marshal's Office because it will improve fire flow in the adjacent community as well. Option 1 will be implemented by the applicant.

15. The Historic Preservation Commission (HPC) also took interest in the historic Cave House on the project site. The applicant contracted with Cultural Resource Consultants (CRC) to provide a report containing a historic property inventory update and an evaluation of significance for the Cave House located at 259 Ferncliff Avenue. The house could feasibly be relocated to an adjacent parcel to accommodate the proposed Bainbridge Landing mixed-use development. Cave House was not recommended as eligible for the National Register of Historic Places but is considered locally significant and eligible for the Bainbridge Island Register of Historic Places. SEPA conditions nos. 12-14 provide that should the home not be relocated or preserved on-site, it shall be offered for sale for relocation.

16. Pursuant to BIMC Chapter 2.16.170, an applicant needing two or more land use applications for a single project may request that the applications be processed under a single consolidated project review to be conducted according to the procedures mandated for the highest rated application. The proposed project needs both Site Plan and Design Review and a Preliminary Subdivision approval, with the plat proposal requiring a public hearing before the Hearing Examiner. The two applications were thus subject to review by the Hearing Examiner under the consolidated project review provisions, with a consolidated public hearing held on March 22, 2017.

Impacts of Concern

17. From the beginning the review process for Bainbridge Landing has offered multiple

opportunities for public input. In fact, most major issues probably had been fully explored and fleshed out before the public hearing in this proceeding was scheduled. As documented above, these included opportunities both to submit written comments and testify at various meetings. Over the course of review a range of concerns were voiced, including issues regarding traffic, design, environment (air emissions, noise, light and glare), abutting trees and the type of units proposed (request for less rental units). But the overwhelming focus was on traffic, particularly the impact of the project on Cave Avenue.

18. The project is proposing two access routes: on its north side a two way public road connecting Gilmore to Cave Avenue and, along the southern site boundary adjacent to Harbor Square, a one-way public road from Ferncliff to Cave. Residents along Cave Avenue objected to directing additional traffic to their dead-end local access street system, preferring that access roads all exit east to Ferncliff Avenue. They were particularly concerned about the project adding to traffic that currently stacks at the Cave Avenue/Winslow intersection during peak ferry times.

19. An independent third party traffic consultant, Transportation Solutions, Inc., in November, 2016, submitted a traffic impact analysis (TIA) for the project. Trip generation rates were calculated for the proposed public park, the detached single family homes and the apartment units. The project was calculated to generate 33 new vehicle trips during the AM peak hour and 39 during the PM peak hour. The applicant proposes that the southern access road be configured so that one-way westbound traffic will exit the site to Cave Avenue north of Winslow Way, and the TIA analyzed the consequences of this assumption.

20. The TIA evaluated the south access road under both eastbound and westbound one-way flow scenarios to identify any safety or operational differences between potential on-site flow alternatives. It concluded that direction of travel on the south access road will have little impact on intersection delays and levels of service (LOS). The Winslow Way/Cave Avenue intersection operates at LOS B now in the PM peak hour with a 10.3 second average delay. Based on the proposed circulation pattern, it is predicted to remain at LOS B, going to 11.0 seconds delay in 2019 with the project and reaching 11.8 seconds in 2035. The Winslow Way/Ferncliff Avenue intersection to the east lies opposite the ferry terminal driveway and thus experiences more traffic; its projections are for 16.9 seconds delay in 2019 (LOS C) and 26.8 seconds delay (LOS D) in 2035.

21. The wild card in the traffic analysis is the congestion that results when the ferry loads and unloads. The traffic study takes this surge into account via applying a peak hour factor to the hourly average, but the fact remains that there will be short periods when ferry traffic generates gridlock in the neighborhood immediately north of the terminal. There is no east/west stop control on Winslow Way at the Cave Avenue intersection, which means that if the traffic queue on Winslow east of SR 305 backs up past Cave Avenue, southbound traffic on Cave will be unable to turn until the queue dissipates. But, also, after Bainbridge Landing is built, Cave traffic will have an additional option to exit east via the northern access route to Ferncliff and thus avoid having to make the turn onto Winslow Way.

22. The ferry is a state facility that is mainly served by a state highway access. It is a circumstance over which the City has little direct control. From a policy standpoint the City could have chosen to make ferry traffic avoidance its top priority, in which case it would have zoned the areas immediately north of the terminal between SR 305 and Ferncliff Avenue for lower density development. But that was not the choice made.

23. Rather, the policy decision was to concentrate urban development in the Winslow area to take advantage of convenient access to the ferry terminal and the established Winslow shopping area, with emphasis placed on improving circulation, transit service and pedestrian access. In addition, a significant percentage of nearby apartment dwellers were projected to walk onto the ferry to commute to jobs in downtown Seattle. The introduction to the Land Use Element to the City's Comprehensive Plan states that the "*public purposes identified in the Plan are:*

1) Shift density from critical areas and farmland to Winslow.

2) Provide affordable housing.

3) Contribute to public infrastructure and public amenities in excess of what is needed to mitigate the impacts of development."

24. The MUTC zoning for the Bainbridge Landing property, as supplemented by the Winslow Master Plan, seeks to create a format for fostering harmonious coexistence between the ferry terminal, nearby higher density residential development and convenient commercial services. The goal is to manage inevitable ferry traffic surges while encouraging nearby new residential development to offer pedestrian friendly amenities and improved street connectivity.

25. Bainbridge Landing is to be evaluated within that relevant policy framework. Ferry traffic is an unavoidable fact of life in this neighborhood. The TIA demonstrates that the applicant's circulation plan embodies reasonable choices that will impose only minor level of service impacts and will not appreciably increase current ferry traffic problems. The isolated and now underserved Cave Avenue neighborhood will obtain a needed east-west secondary access route north of Winslow Way and the park dedication will enhance pedestrian-friendly public amenities adjacent to the heavily used ferry terminal access.

Regulatory Analysis

26. This project is mandated to utilize the Housing Design Development Program (HDDP), which requires the use of innovative site development practices. The development will provide a variety of unit sizes and unit types, including both fee ownership and rental, and will increase the variety of housing choices suitable to a range of household sizes and incomes in a manner compatible with the character of the existing neighborhood. The stated purpose of BIMC 2.16.020(Q) is to foster development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socio-economic spectrum, and to promote compact, low-impact development where appropriate. The purpose is also to encourage high quality and innovation in building design, site development and "green" building practices.

27. The proposal meets the purposes and goals of the HDDP program by providing a variety of housing choices (town homes, lofts, 1, 2 and 3 bedroom apartments), offering smaller single family homes ranging in size from 1,414 to 1,600 square feet and entailing construction pursuant to innovative design and green building practices based on incorporating Leadership in Energy and Environmental Design (LEED) standards into the development. Only properties located within the Winslow Study Area of the Winslow Master Plan and the Winslow Sanitary Sewer System Service Area qualify for approval under the HDDP ordinance.

28. Housing Design Demonstration Project applications are processed in accordance with BIMC

2.16.020(Q), which involves review by the Design Review Board and the Planning Commission before going to the Hearing Examiner for a final decision. Each project is evaluated for innovation and capacity for achievement of HDDP goals pursuant to factors falling within three categories: density; green building and innovative site development; and housing diversity. Proposals qualifying as housing design demonstration projects become eligible to use its flexible development standard incentives.

29. The applicant is seeking approval as a Tier I LEED project. These projects do not receive a density bonus, must achieve at least 16 points in the innovative site development evaluation, at least another 5 points in the housing diversity category, and may not construct homes greater than 1,600 square feet in floor area. The project is not proposing nor is it required to provide any affordable housing units. The site contains no regulated critical areas.

30. The HDDP review process details are described in the planning staff report at pages 18 through 21, which are adopted herein by reference. In summary, the project received qualifying housing diversity points in the unit size and type categories, and sufficient innovative site development points in the water quality, common open space and transportation categories. Water quality points were awarded for underground parking, open space points for the public park, and transportation points for pedestrian connections and electric vehicle charging stations. Staff's conclusion that the HDDP decisional criteria enumerated at BIMC 2.16.020(Q)(5) have been met by the proposal is supported by the record.

31. The staff report also provided a detailed analysis of the project's compliance with BIMC Title 18 Zoning requirements. Of these, the most consequential were the discussions of landscaping and screening, tree retention, parking, and of course the City's delightfully arcane floor area ratio (FAR) bonus system. Since 2010 the BIMC 18.09.030 use-specific standards have required that in the Mixed Use Town Center district new single-family residences shall only be allowed through an approved subdivision that qualifies as a housing design demonstration project.

32. The table at BIMC 18.12.020-3 provides the lot dimensional standards for the MUTC zoning district, including applicable floor area ratio maximums. For the Bainbridge Landing project the maximum residential FAR without any bonus is 0.4, and the maximum with bonus is 1.1. The size of the site is 4.87 acres or 212,137 square feet, resulting in a base FAR of 84,854.88 square feet and a maximum with bonus of 233,350 square feet.

33. The project is proposing 154,229 square feet of floor area. Under BIMC 18.12.030(E) as much as 60 percent of the maximum FAR bonus may be obtained by providing community open space equaling the greater of one acre or 20 percent of the parcel area. Qualifying community open space must exist in the vicinity of locations identified in Figure 4.1 of the Winslow Master Plan, must be located on the development parcel, and must be on land that is buildable. Adequate public access to the community open space must be provided.

34. The applicant is proposing more than an acre of open space, with 20% of 4.87 acres equaling 0.974 acres. The maximum FAR bonus available is 89,097 square feet. Of the 154,229 square feet proposed, 84,854 constitutes the base and 69,375 will be acquired through the density bonus. A flat one acre park is being proposed along the site's Ferncliff Avenue frontage. This area was earlier identified in the Winslow Master Plan as a prime target site for a park, and the adjoining Harbor Square development has a connecting park facility immediately to the south that was also created as part of a FAR density bonus award. The park will be dedicated to the Parks District, which will design and maintain it.

35. The project will meet the separation requirements of BIMC 18.12.030(C) by providing 20 foot setbacks along Cave, Ferncliff and Gilmore Avenues. For Cave Avenue, 10 feet of the partial landscaping screen will lie within the right-of-way to be dedicated to the City, which will also provide a sidewalk. The western portion of the 20 foot partial landscaping screen proposed along the site's northern boundary is currently occupied by a rustic private section of Gilmore Way, which meanders onto the Bainbridge Landing property.

36. The applicant is endeavoring to meet the partial landscaping screening requirements along the northern boundary despite the existing encroachment, but is also exploring options for purchasing the encroaching roadway and removing it. The nearest residential structures lying north of the proposed apartment site are separated from the project by at least a 50 foot width of trees, so actual screening adequacy is not an issue. The reverse circumstance obtains, however, along the site's southern flank, where the adjacent Harbor Square complex lacks onsite boundary screening of any kind. At that location Bainbridge Landing anticipates exceeding minimum screening requirements in an effort to achieve a greater element of visual separation between the two projects.

37. Regarding BIMC 18.15.020 parking requirements, the City's normal standard is to require a minimum of one space per primary small dwelling unit and two spaces for all units exceeding a single bedroom. For Bainbridge Landing a 50% reduction in parking space requirements is allowed for multiple bedroom units due to the site's proximity to the ferry. Staff concluded that the applicant's proposed 187 spaces will meet the parking demands of the development.

38. The 13 townhouse units along the northern boundary will provide two spaces per unit (26 spaces), the Cave Avenue townhouses one space per unit (5 spaces), and the lofts two spaces per unit (14 spaces). The underbuilding parking garage will supply 111 spaces for the apartment building, and 28 upland lot spaces will be provided for guest parking. The proposed apartment development requires 23 bicycle parking spaces, with bike storage space proposed within the garage.

Comprehensive Plan

39. The framework of the Winslow Master Plan has largely been embodied in the BIMC Title 18 zoning regulations discussed above. In addition, the policies governing coordination of higher density residential development with background ferry traffic movements were referenced in the traffic analysis. The Comprehensive Plan and the Winslow Master Plan target the "Winslow Master Plan Study Area" to accommodate 50% of the City's future population growth based on the premise that urban infrastructure and facilities either already exist there or can be provided in an efficient manner.

40. The expectation is that the Winslow Master Plan Study Area will contribute to a vibrant and pedestrian-oriented downtown where people want to live, work and shop, providing a diversity of higher density housing choices and reducing reliance on the automobile. As proposed, the development will be a pedestrian-oriented, energy efficient, multi-generational neighborhood comprised of 140 residential units, including apartments, town homes, lofts and a one-acre park. To reduce reliance on polluting automobiles and encourage pedestrian activity, the project will include electric charging stations, bicycle parking facilities and provide pedestrian trails through the site connecting to the neighboring Harbor Square. These amenities will meet the goals and policies of the Comprehensive Plan Housing Element, including Goals 1 and 3 and Policies H 1.5 and 3.1.

41. The project further meets Goal 1 of the Plan's Non-motorized Transportation Element, which seeks to "*Develop a non-motorized transportation system that effectively serves the needs of pedestrian, bicycle, and equestrian users and encourages non-motorized travel and provides a*

continuous network of attractive sidewalks, footpaths, multi-purpose trails, and bikeways throughout the Island that are also connected to regional systems." The project conditions have also been formulated support retention of the onsite historic house consistent with Historic Preservation Goal 2.

CONCLUSIONS

1. BIMC 2.16.040(E) states the following criteria to be applicable to a site plan and design review approval:

> *1. The site plan and design is in conformance with applicable code provisions and development standards of the applicable zoning district, unless a standard has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;*
>
> *2. The locations of the buildings and structures, open spaces, landscaping, pedestrian, bicycle and vehicular circulation systems are adequate, safe, efficient and in conformance with the nonmotorized transportation plan;*
>
> *3. The Kitsap County health district has determined that the site plan and design meets the following decision criteria:*
>
> > *a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system.*
> >
> > *b. If the health district recommends approval of the application with respect to those items in subsection E.3.a of this section, the health district shall so advise the director.*
> >
> > *c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director.*
>
> *4. The city engineer has determined that the site plan and design meets the following decision criteria:*
>
> > *a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and*
> >
> > *b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use and enjoyment of properties downstream; and*
> >
> > *c. The streets and pedestrian ways as proposed align with and are otherwise coordinated with streets serving adjacent properties; and*
> >
> > *d. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and*
> >
> > *e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the applicable service(s) can be made available at the site; and*
> >
> > *f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that*

the variation meets the purposes of BIMC Title 18.

5. The site plan and design is consistent with all applicable design guidelines in BIMC Title 18, unless strict adherence to a guideline has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q;

6. No harmful or unhealthful conditions are likely to result from the proposed site plan;

7. The site plan and design is in conformance with the comprehensive plan and other applicable adopted community plans;

8. Any property subject to site plan and design review that contains a critical area or buffer, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter;

9. Any property subject to site plan and design review that is within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter;

10. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;

11. The site plan and design has been prepared consistent with the purpose of the site design review process and open space goals;

12. For applications in the B/I zoning district, the site plan and development proposal include means to integrate and re-use on-site storm water as site amenities.

2. As summarized in the findings above and documented in both the staff report and the materials prepared by the applicant, the proposal, as conditioned, is in conformance with the Bainbridge Island Comprehensive Plan and Municipal Code. The proposed development provides for the construction of residential housing in a manner specified by the Municipal Code for the MUTC zoning district and qualifies for approval as an HDDP proposal.

3. No adverse comments have been received from the Health District, which will be afforded a final additional review opportunity based on the final design. The City's Development Engineer reviewed the submitted civil plans and found them to be consistent with applicable requirements. The proposed development was reviewed by the Design Review Board during the Site Plan and Design Review process. The applicant has incorporated relevant Design Review Board recommendations into the final design of the buildings and layout for the site.

4. The proposed site plan provides building layout, parking and circulation systems that are an efficient use of the available land while providing required setbacks and screening from the adjacent properties as well as open space. No critical areas have been identified on the subject property. The proposed site plan was prepared consistent with the overall purpose and goals of the Site Plan and Design Review process. This process provided a means for guiding the development in a logical, safe, attractive and expedient manner. The requirements of BIMC 2.16.040(E) for a site plan and design review approval have been met by the proposal.

5. The applicable standards for Hearing Examiner approval of a preliminary subdivision application are stated at BIMC 2.16.125(H):

H. Decision Criteria for Preliminary Long Subdivisions. The hearing examiner's decision shall

include findings of fact that the application meets all the requirements of the following subsections:

1. The preliminary long subdivision may be approved or approved with modification if:

a. The applicable subdivision development standards of BIMC Titles 17 and 18 are satisfied; and

b. The preliminary long subdivision makes appropriate provisions for the public health, safety and general and public use and interest, including those items listed in RCW 58.17.110; and

c. The preliminary long subdivision has been prepared consistent with the requirements of the flexible lot design process, unless a flexible lot standard has been modified as part of a housing design demonstration project pursuant to BIMC 2.16.020.Q; and

d. Any portion of a long subdivision that contains a critical area, as defined in Chapter 16.20 BIMC, conforms to all requirements of that chapter; and

e. Any portion of a long subdivision within shoreline jurisdiction, as defined in Chapter 16.12 BIMC, conforms to all requirements of that chapter; and

f. The city engineer's recommendation contains determinations that the following decision criteria are met and such determinations are supported by substantial evidence within the record:

i. The long subdivision conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

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

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

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

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

vi. The long subdivision conforms to the "City of Bainbridge Island

Engineering Design and Development Standards Manual," unless the city engineer has approved a variation to the road standards in that document based on his or her determination that the variation meets the purposes of BIMC Title 17; and

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

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

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

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

6. The Hearing Examiner has jurisdiction over this subdivision proceeding and is authorized under City ordinances to make a final decision on the Bainbridge Landing preliminary subdivision application. Subdivision public hearing notice requirements have been met.

7. As documented with the findings stated above, the plat application for Bainbridge Landing meets the decisional criteria stated at BIMC 2.16.125(H) for preliminary plat approval as a HDDP proposal. It complies with the applicable land use and subdivision development standards of BIMC Titles 17 and 18, and, as conditioned, makes appropriate provisions for the public health, safety and general welfare and for the public use and interest, including all items listed in RCW 58.17.110. The proposed development will be consistent with the City's comprehensive plan. No critical areas exist on the site.

8. The City Engineer's recommendation for preliminary approval contains determinations that the City's decisional criteria for drainage, streets and pedestrian ways, road standards and utilities can be met, and such determinations are supported by substantial evidence within the record.

DECISION

The consolidated Bainbridge Landing Preliminary Long Subdivision and Site Plan and Design Review applications (file no. PLN50520SPR & SUB) are APPROVED, subject to the following conditions:

SEPA Conditions

1. The project contributes surface stormwater to a City-owned municipal storm drain conveyance system that outfalls into the Winslow Ravine just south of Winslow Way East. The

City currently has a planned and funded project to upsize the system in 2017 to address a capacity shortfall. Connection to the system by the project is conditioned upon the continued funding and planned or actual construction of the upgrades, unless an alternative option is pursued by the applicant.

2. Water system concurrency and adequate fire flow shall be provided by performing one of the two water system improvements proposed in the Developer Extension Agreement application (off-site water main extension or on-site storage).

3. If the off-site option water system concurrency is pursued, the use may require a special use review permit from the City of Bainbridge Island prior to commencing any work. Replanting of any disturbed areas with approved plants would be required.

4. Prior to construction activities, the applicant shall apply for a Construction Stormwater General Permit (NPDES) through the Washington State Department of Ecology.

5. A Temporary Erosion and Sediment Control Plan shall be approved prior to construction of both plat infrastructure and the individual lot development. The final plat shall contain a note for future property owners of the individual lot development requirement.

6. To ensure the protection of significant trees during construction, specifically the heritage tree on the adjoining Harbor Square property, the applicant shall protect the identified areas of prohibited disturbance of the significant trees to be retained, buffers, areas of existing vegetation to be maintained, and future planting areas larger than 400 square feet. The applicant shall have an arborist on-site or available to monitor the site during grading activities within the critical root zones. In addition, the contractors shall follow the protection methods as outlined in BIMC 18.15.010 during construction and as indicated in the report provided by Fischer Bouma Partnership titled *Site Plan Review Landscape Plan Supplemental Information.*

7. The limits of clearing and grading shall be clearly marked in the field and inspected by the City of Bainbridge Island prior to any clearing or grading on site.

8. To provide local pedestrian connectivity for the more intensive use of Cave Avenue NE presented by the project, a standard 5-foot wide sidewalk shall be constructed or bonded for as part of the plat utility work on the east side of Cave Avenue NE from Winslow Way East to approximately 105 feet to the north. No additional ROW acquisition is required to perform these improvements.

9. To provide local pedestrian connectivity, the applicant shall construct or bond for new sidewalks along Ferncliff and Cave Avenue frontages, as indicated on the site plans.

10. An ADA compliant access path available to the public shall be provided through the project site serving both public accessibility ADA egress through, connecting off the site and for accessible building egress and exit discharge. This is intended from the north access lane through the courtyard to the south access lane.

11. To ensure recreational opportunities are provided on-site and connected to adjoining

sites, the project shall provide an on-site pedestrian connection to the adjoining public park on the Harbor Square property.

12. The site contains a historic home that the Historic Preservation Commission has found to be eligible for the local register. The applicant has indicated they intend to relocate the house to the adjoining property. To ensure historic and cultural resource preservation, should the home not be relocated or preserved on-site, the home shall be offered for sale for relocation. To satisfy this condition, the applicant shall provide copies of any attempts to sale prior to receiving approval of a demolition permit for the home.

13. To ensure historic and cultural resource preservation, a completed Washington State Historic Property Inventory Field Form shall be recorded with the State Department of Archeology and Historic Preservation prior to the moving or demolition of the historic home on the property.

14. To ensure historic and cultural resource preservation, historic signage shall be included in the park design to commemorate the Cave family.

15. The contractor is required to stop work and immediately notify the Department of Planning and Community Development and the Washington State Department of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during excavation or construction.

16. All construction activities shall comply with the construction operating hours limitations contained in BIMC Chapter 16.16. Noise produced by this development must comply with the maximum environmental noise levels established by the Washington Administrative Code 173-60 or its successor.

17. All graded materials removed from the subject property shall be hauled to and deposited at City approved locations (Note: local regulations require that a grade/fill permit is obtained for any grading or filling of 50 cubic yards of material or more if the grading or filling occurs on sites that have not been previously approved for such activities. A SEPA Threshold Determination is required for any fill over 100 cubic yards on sites that have not been previously received a SEPA determination).

18. To mitigate the possible impact on adjacent properties from light and glare, all exterior lighting shall be hooded and shielded so that the bulb is not visible from adjacent properties. All landscape lighting shall be downcast and lighting within surface parking lots shall be no higher than 14 feet above grade. All exterior lighting shall comply with BIMC Chapter 15.34.

19. No use in this development shall produce emissions of smoke, dust and/or odors beyond the property boundary that may unreasonably interfere with any other property owners' use and enjoyment of his/her property. In addition, all sources and emission units are required to meet the emission and the ambient air quality standards specified in Chapter 173-400 WAC, and administered by the Puget Sound Air Pollution Control Authority (PSAPCA), and shall apply to all air contaminants listed in that regulation.

20. On site mobile fueling from temporary tanks are prohibited unless the applicant provides

and is granted approval for a Permit and Best Management Plan that addresses proposed location, duration, containment, training, vandalism and cleanup. (Reference 1. Uniform Fire Code 7904.5.4.2.7 and 2. Department of Ecology, Stormwater Management Manual, August 2001, see Volume IV "Source Control BMPs for Mobile Fueling of Vehicles and Heavy Equipment".) (Chapter 173-304 WAC)

21. To mitigate impacts on air quality during earth moving activities, contractors should conform to Puget Sound Air Pollution Control Agency Regulations which insure that reasonable precautions are taken to avoid dust emissions.

22. To mitigate potential impacts on air quality, cleared vegetation shall be removed from the site, processed by chipper or processed using other methods of disposal that does not require burning.

Project Conditions

23. The project shall meet the requests of the fire marshal including: the applicable provisions of the fire code, fire flow, and provide for fire hydrants, fire sprinkler and alarm systems for proposed buildings and underground parking.

24. Prior to applying for a building permit, the applicant shall submit a written approval from the Kitsap County Health District based on its review of the final project design and binding commitments for the water and sewer demands for the project.

25. As requested by the Design Review Board (DRB), the applicant shall provide the natural palette for the exterior of the buildings; unless another material type is proposed and approved by the DRB and the Director.

26. Internal pathways shall provide signage to indicate they are public at each entry point around the perimeter of the site and shall be surfaced with nonskid hard surfaces, meet accessibility requirements and be designed to provide a minimum of five feet of unobstructed width. The path required to connect the public park on site to Harbor Square shall also include a crosswalk on the south access road to further the connectivity of the parks.

27. The project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit, the application will be reviewed for compliance with the following:

a. The dwelling units shall be at or below 1,600 square feet of floor area;

b. Innovative site design elements including common open space, covered parking, non-motorized connections, public walkways and electric vehicle charging stations;

c. Landscaping and recreational opportunities that substantially conform to the site plans,

d. LEED. Building permit applications, construction and final occupancy shall

comply with the certification provisions of BIMC 2.16.020.3.f;

e. Proof of ongoing certification with the LEED building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

28. Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.

29. Prior to the City issuing the final occupancy building permit for any building that would need the bonus FAR, the applicant shall have submitted a recorded document legally conveying the park to the City, have graded and seeded the park and established walking paths, or bonded for these improvements. Additionally, the applicant shall secure a bond for play structures and benches.

30. The final plat submittal shall include a sheet that provides the modified setback, landscaping and height requirements of BIMC 18.12.030.C.

31. The applicant shall provide landscaping as indicated on the landscaping plans. As indicated and conditioned, the plans shall meet the 20' partial landscaping screen along Gilmore within the area available for planting, and replant the entire 20' buffer along Gilmore in the event that Gilmore is realigned on the easement. The 20' partial landscaping screen buffer on Ferncliff shall be provided within the park. The applicant shall provide the 20' partial landscape screen in the dedicated portion of the Cave Avenue right-of-way, in addition to the 10' on the subject property.

32. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. This note shall be on the face of the final plat.

33. Landscape buffers shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan. This note shall be on the face of the final plat.

34. The designated guest parking spaces shall have adequate 'guest parking' signage.

35. On-street parking spaces shall be provided as required by the building official.

36. Parking space and aisle dimensions shall meet the design standards in BIMC 18.15.020.J. Spaces for compact cars shall not exceed 30% of the amount of spaces.

37. Bicycle storage shall be provided to accommodate at least 23 bicycles.

38. Given the complexity of the proposal, prior to submitting any building permit applications, the applicant shall schedule a pre-submittal meeting outlining the order of development improvements and buildings on the site. The applicant shall include information on the location of parking for construction vehicles, and all construction vehicle parking shall

remain on-site.

39. Depending on the option chosen by the applicant to achieve fire flow, the applicant shall secure all necessary land use and building permits prior to commencing work.

40. Lot coverage shall be recorded on the face of the final plat.

41. Mailbox and pedestrian signage locations shall be indicated on the face of the final plat.

42. The applicant shall provide a sheet that identifies the trees identified for retention. The following regulations shall be included on that sheet and provided as part of the final plat submittal:

A property owner may request removal of trees required to be retained pursuant to this chapter by applying for a clearing permit with a replanting plan. Trees will be approved for removal only if they meet the hazard tree requirements.

Failure to retain, replace or transplant trees will be enforced as follows; provided, that any fine shall be no less than three times the value of the trees, as determined by the current standards of the International Society of Arboriculture. The city may issue the following; stop work orders, injunction or abatement or any other appropriate action in courts and/or a civil infraction, subject to enforcement and fines.

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

44. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to COBI for review and approval to construct all necessary infrastructure serving the divided lots and the offsite improvements proposed in the Developer Extension Agreement (DEA) application.

45. No building permits for the newly created lots will be issued until the completion of the civil improvements or performance bonding is established to cover unfinished work to apply for final plat.

46. Performance bonding for plat civil improvements shall be released and re-bonded only as determined by a pre-approved work completion phasing plan to be developed with the plat utility permit application.

47. As-built civil construction plans stamped by a civil engineer shall be provided by the applicant prior to final plat.

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

49. Ferncliff Avenue NE fronting the property to the east is classified as a secondary arterial urban roadway per the COBI Comprehensive Plan. Secondary arterial urban roadways require a

total of 60 feet of right-of-way (ROW) per the Standards. The current ROW width fronting the property is 40 feet. A ROW dedication to the City of Bainbridge Island of 30 feet from the described centerline along the Ferncliff frontage, shall be indicated on the face of the plat. A note related to the dedication can state that the 30 feet may include areas previously dedicated.

50. Cave Avenue NE fronting the property to the west is classified as a local access roadway per the COBI Comprehensive Plan and is urban in nature due to the zoning density exceeding 4.3 units per acre. Local access urban roadways require a total of 40 feet ROW per the Standards. The current ROW width fronting the property is 30 feet. A ROW dedication to the City of 20 feet from the described centerline shall be indicated on the plat. A note related to the dedication can state that the 20 feet may include areas previously dedicated.

51. The north plat access road shall meet the standards of an urban local access street per standard drawing DWG. 7-050 of the Standards, except as noted. The north plat access road shall provide two (2) 12-foot travel lanes for two-way traffic circulation, on-street parking on the south side adjacent to the apartment building, sidewalks on both sides and a minimum of 40 feet of right-of-way dedication or more as needed to extend from back of sidewalk to back of sidewalk.

52. The south plat access road shall meet the standards of an urban local access street per standard drawing DWG. 7-050 of the Standards, except as noted. The south plat access road shall provide one-way only vehicular traffic circulation with a 16' wide driveable surface comprised of an 11-foot travel lane and a 5-foot bike lane. Sidewalk shall be provided on the north side of the road only. On-street parking shall be provided on the south side of the road. A minimum 40-foot right-of-way dedication to the City for public streets is required.

53. Flush curbs and sidewalk are approved for use on the upslope side of each plat road along the frontages of the townhomes, loft homes, and apartments. Pedestrian safety features shall be incorporated into the edge treatment, including provisions such as bollards.

54. Speed tables shall be incorporated as a traffic calming feature along the north and south plat access roadways.

55. All retaining walls required to construct the plat access roads and on-street parking stalls shall be designed with a minimum of 250 pounds per square foot live loading vehicle surcharge as required by the 2015 International Building Code (IBC). A separate building permit shall be submitted for the walls.

56. The existing Gilmore Way NE access shall have a formal access easement dedicated on the face of the plat that encompasses the entire access way from the northern property line to the southern existing edge of use of Gilmore, or 15 feet, whichever is greater.

57. Consistent with the City of Bainbridge Island's Non-Motorized Transportation Plan (NMTP), as incorporated by reference into the Comprehensive Plan, and the Standards for a secondary arterial urban roadway, shoulder improvements fronting the project along Ferncliff Avenue NE shall be constructed as part of the project, which requires 5- to 7-foot sidewalk with

or without landscaping (see WS-2 NMTP standard).

58. Consistent with the Standards for a residential urban roadway, shoulder improvements fronting the project along Cave Avenue NE shall be constructed as part of the project, which requires 5-foot sidewalk.

59. Non-motorized pedestrian connectivity shall be improved along the eastside of Cave Avenue NE from Winslow Way East to approximately 105 feet north by installing a standard 5-foot wide sidewalk.

60. A public pedestrian access easement shall be dedicated between the Cave Avenue NE townhomes and the apartment building over the private alley to grant pedestrians through access. The easement width shall be a minimum of 12 feet, or cover the driveable road surface excluding individual driveway entrances, whichever is greater, and extend the entire length from the north plat access road to the south plat access road.

61. Remote sidewalks that depart from the public road ROW shall have a 10' minimum public pedestrian easement dedication noted on the plat.

62. Water system improvements shall be performed under the DEA to add additional capacity to the system for the purposes of project fire flow requirements. All necessary permits and easements to provide a second water line feed to the system shall be the responsibility of the developer.

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

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

65. The site has a contributing drainage area that exceeds three (3) acres. A temporary sediment pond (per BMP C241, Volume II, Ch. 4 of the Manual) shall be required for temporary runoff and sediment control. Due to the downstream capacity restriction the sediment pond shall be sized based on a 10-year peak flow from the site.

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

67. The project contributes surface stormwater to a City-owned municipal storm drain conveyance system that outfalls into the Winslow Ravine just south of Winslow Way East. The City currently has a planned and funded project to upsize the system in 2017 to address a capacity shortfall. Connection to the system by the project is conditioned upon the continued funding and planned or actual construction of the upgrades to maintain concurrency between the development and the infrastructure serving it. In the event of non-concurrency, the development

shall be responsible for performing the system upgrades, or, mitigating for stormwater peak flows on-site.

68. Low Impact Development (LID) water quality facilities and best practices shall be employed to the maximum extent feasible to treat stormwater from all pollutant-generating hard surfaces (PGHS) within the future public ROW.

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

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

71. A right-of-way (ROW) construction permit will be required prior to any construction activities within the right-of-way. The ROW permit will be subject to separate conditions and bonding requirements.

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

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

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

75. During construction the applicant shall post the approved site plan along Ferncliff and Cave Avenues. The plan shall inform the public that the design of the park will occur at a later date to be determined by the Park District.

ORDERED April 6, 2017.

/s/ Stafford L. Smith
Stafford L. Smith, Hearing Examiner
City of Bainbridge Island

The Hearing Examiner is authorized to make the City of Bainbridge Island's final decision on consolidated preliminary subdivision and site plan and design review applications. A party with standing may seek judicial review of this decision by filing a timely suit in Kitsap County Superior Court under the Land Use Petition Act.

The exhibit list prepared by the Clerk of the Hearing Examiner's Office is attached.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:45 PM) Shoreline Master Program Periodic Review Process Public Participation Program and Work Plan - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

Approval of Public Participation Program and Work Plan.

Suggested motion:

I move to approve the SMP periodic review public participation program and work plan dated February 12, 2019, and authorize staff to begin work.

SUMMARY:

The purpose of this agenda item is to get final input and approval from the Council on the public participation program and work plan.

FISCAL IMPACT:

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

BACKGROUND:

The Shoreline Management Act (SMA) requires local jurisdictions to review and, if necessary, revise their Shoreline Master Program (SMP) at least once every eight years ("periodic review"). The City of Bainbridge

Island's periodic review deadline is June 30, 2020. In order to meet this deadline, staff is proposing to initiate the periodic review at this time.

Background materials include:

Public Participation Program and Work Plan

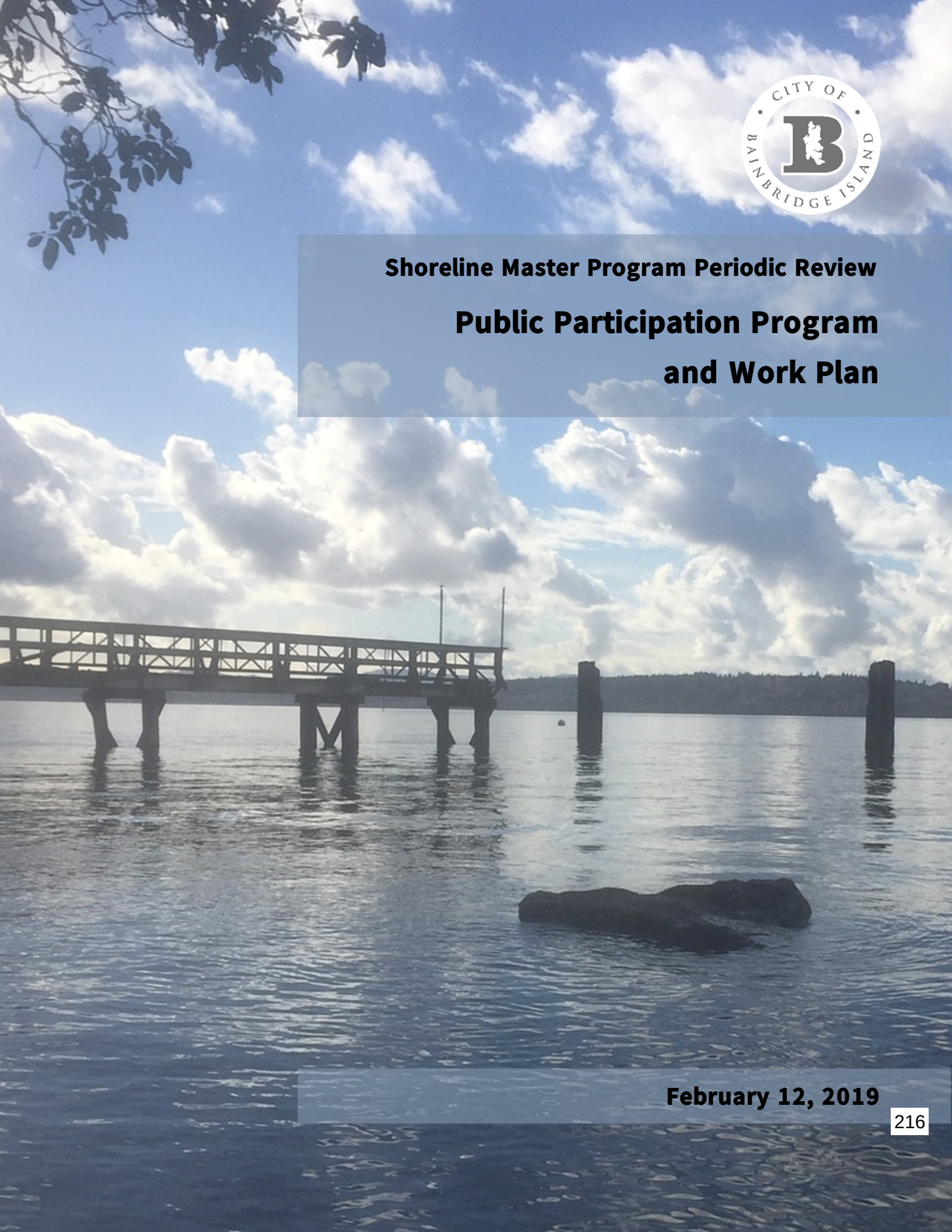
ATTACHMENTS:

20190226_SMP_PPP_and_WP.docx

FISCAL DETAILS:

Fund Name(s):

Coding:



Shoreline Master Program Periodic Review

Public Participation Program and Work Plan

February 12, 2019

Shoreline Master Program Periodic Review

Public Participation Program and Work Plan

Table of Contents

Contact Information	1
Introduction	2
Goals	2
Scope of Periodic Review	2
Phased Approach	3
Anticipated Timeline	4
Opportunities for Public Participation	4
How to Get and Stay Involved	5
Outreach Methods and Tools	5
Potential Groups for Outreach	6
Work Plan	7

Contact Information for SMP Periodic Review

- To submit written comments:

  pcd@bainbridgewa.gov or
  280 Madison Avenue N
  Bainbridge Island, Washington 98110

- To submit questions or comments over the phone:

  Christy Carr, Senior Planner, 206.780.3719

- To sign-up for Notify Me:

  http://www.bainbridgewa.gov/list.aspx

- To sign-up for the City Manager's Report:

  http://www.bainbridgewa.gov/500/City-Managers-Report

- To discuss alternative outreach ideas:

  Kristen Drew, Communications Coordinator
  kdrew@bainbridgewa.gov or 206.780.3741

Introduction

The City of Bainbridge Island (City) is conducting the periodic review of its Shoreline Master Program (SMP). The Shoreline Management Act (SMA) requires each city and county to review, and, if necessary, revise their SMP at least once every eight years. The City's periodic review is due to be complete on or before June 30, 2020.

The City is using the optional joint state/local review process in partnership with the Department of Ecology (see, e.g., WAC 173-26-104). This joint review process means that the state and city public comment period, which includes at least one public hearing, will run concurrently. The review process also includes initial review and final approval by the Department of Ecology. The SMA requires that local governments provide a full opportunity for involvement in both the development and implementation of their SMPs (see, e.g., WAC 173-26-201(3)(b)). In other words, the periodic review requires a public participation program that provides for early and continuous involvement of interested parties throughout the review process. This Public Participation Program outlines the scope and timing of the amendment process and describes opportunities for public participation throughout.

Goals

Overall goals of this Public Participation Program are to:

- Provide objective information to assist the public in understanding issues and solutions related to the SMP itself and the periodic review process.
- Provide opportunities to the public to contribute ideas and provide feedback through all phases of the periodic review process.
- Make the periodic review process accessible and engaging to interested participants by using a variety of media, plain language, and easy-to-understand materials.

Scope of Periodic Review

The required minimum scope of review as established by the SMA is:

(A) To assure that the master program complies with applicable law and guidelines in effect at the time of the review; and
(B) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter 36.70A RCW, if applicable, and other local requirements.

The periodic review process provides the method for bringing shoreline master programs into compliance with the requirements of the SMA that have been added or changed since the last review and for responding to changes in guidelines adopted by the state, together with a review for consistency with amended comprehensive plans and regulations. The periodic review also provides an opportunity to incorporate amendments to reflect changed circumstances, new information, or improved data.

The City's periodic review will meet minimum requirements with a focus on amendments to (a) improve implementation effectiveness and (b) better reflect new information and improved data related to specific topics such as climate change adaptation and aquaculture. The scope of the periodic review is outlined in the proposed work plan included in this document.

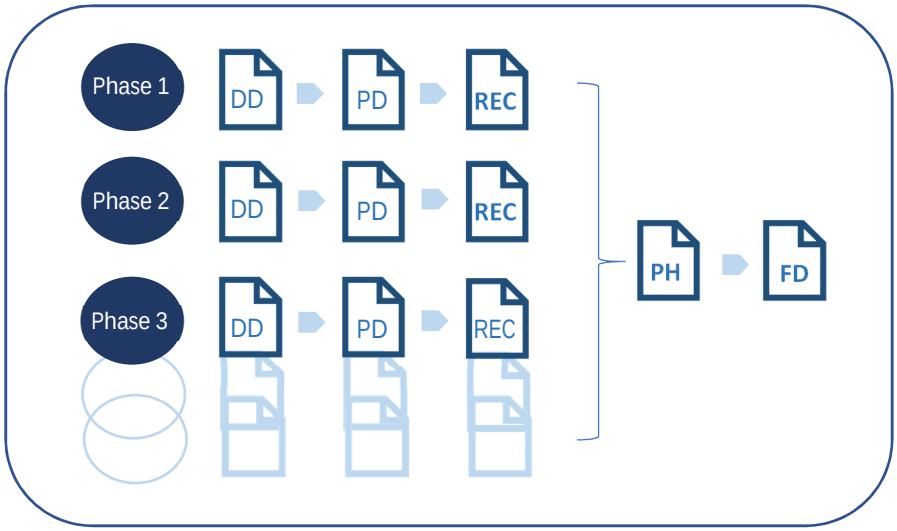
Phased Approach

The City recognizes that some parts of the SMP are important and interesting to some people, while other parts are important and interesting to others. The City also understands that people may be interested in participating in a particular phase (e.g., early discussions vs. final draft), rather than the entire process. In order for the work plan and review process to be more accessible – that is, broken down into identifiable, manageable pieces – the City is proposing the Planning Commission use a phased approach, both in terms of review documents and review topics.

Phased Approach – Review Documents

Each phase will include one topic, or a group of related topics, and will be reviewed in a series of draft documents: discussion draft (DD), proposed draft (PD), and recommended draft (REC). The recommended drafts from each phase will be consolidated into a public hearing draft (PH). The public hearing draft will be updated based on public comment, then forwarded to the Department of Ecology for its initial review as a final draft (FD).

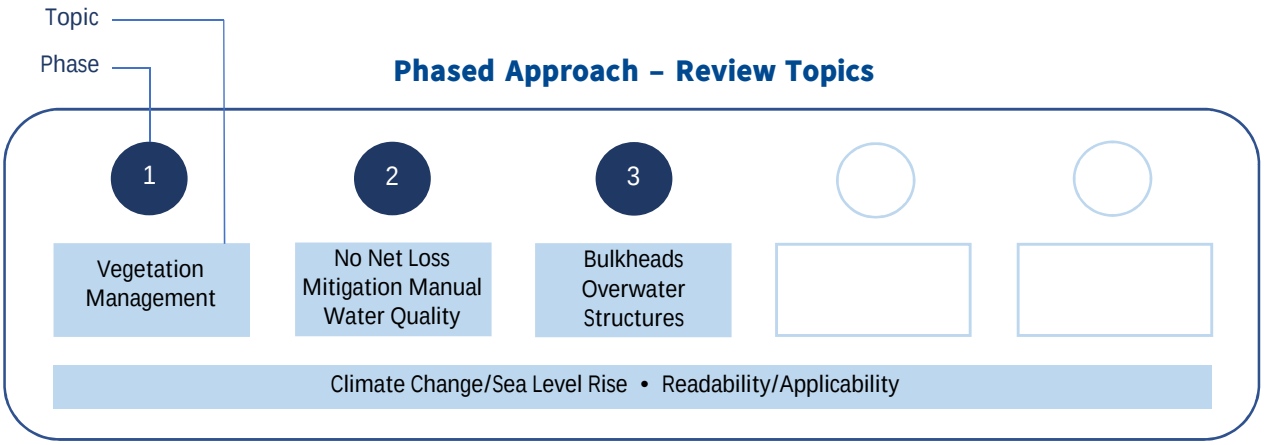
Phased Approach – Review Documents



Phased Approach – Review Topics

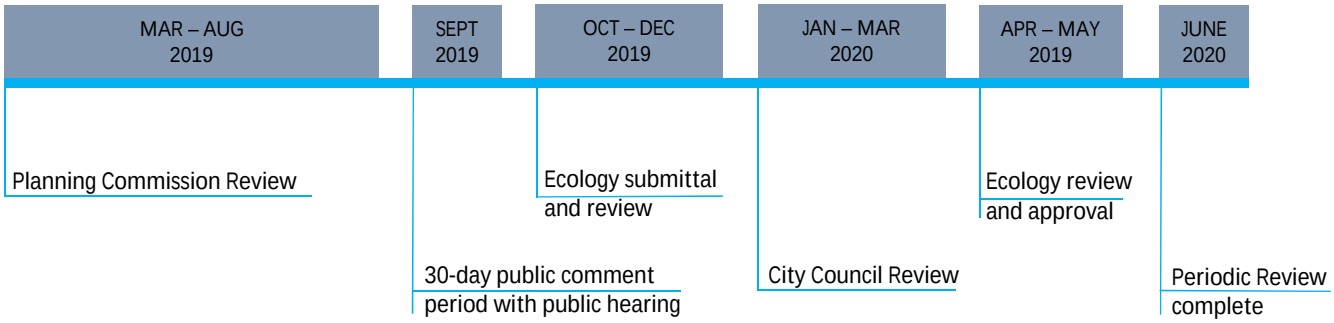
Each phase of the periodic review will include one topic, or a group of related topics. In addition, issues that span all topics will be addressed in every phase. The anticipated sequence of review topics is shown below. Topics for future phases will be decided once the review is underway, based on the work plan.

Phased Approach – Review Topics



Anticipated Timeline

The City anticipates the periodic review will follow the general timeline below. Each phase, as discussed above, will have a distinct review period. Specific meeting and public hearing dates will be made available in accordance with state and local requirements and best practices.



Opportunities for Public Participation

The City is committed to providing multiple opportunities for the public to engage in the SMP periodic review process. Most meetings will be hosted by the Planning Commission or the City Council. In-person public participation opportunities include:

Planning Commission Meetings

The Commission will discuss and consider amendments to the SMP at regularly scheduled meetings and hold at least one public hearing. As described earlier, the Planning Commission will use a phased approach for review. The public hearing will be a joint public hearing with the Department of Ecology during the required 30-day public comment period. The Commissioners will consider public input to craft draft revisions to the SMP. After completing their review, the Planning Commission's recommended draft amendments will be submitted to the Department of Ecology for the state's initial determination of consistency with the SMA.

Planning Commission meetings are held on the second and fourth Thursday of the month from 7:00 to 9:00 pm at City Hall in the Council Chamber. Special meetings may be held at an earlier time or on a different day, as needed. Public comment is accepted at all Planning Commission meetings. Meeting materials are provided in the agenda packet, which is usually published on the City's website on the Friday prior to the meeting: https://www.bainbridgewa.gov/AgendaCenter .

Joint Local/State Public Comment Period and Public Hearing

The periodic review process requires a 30-day public comment period during which at least one public hearing must be held. Pursuant to the joint review process, the City will hold at least one joint public hearing with the Department of Ecology. The public hearing will be held at a Planning Commission meeting and be advertised, including via the City's website and in the local newspaper 10 days prior to the hearing. The public comment period provides opportunity for written comment and in-person testimony at the public hearing.

City Council Meetings

Staff will present the Department of Ecology's initial determination to the Department of Ecology. The City Council will discuss and consider amendments to the SMP at regularly scheduled City Council meetings and may choose to hold a public hearing. [Note: Only one public hearing is required. The required public hearing will be held by the Planning Commission.] At the end of its review process, the City Council must take legislative action declaring the review process complete. It is anticipated that the City Council will adopt an ordinance approving the amendments proposed during the periodic review and authorizing staff to forward the periodic review to the Department of Ecology for state approval.

City Council meetings are held the first through fourth Tuesdays of each month, beginning at 6:00 pm at City Hall in the Council Chamber. Special meetings may be held at an earlier time or on a different day. Public comment is accepted at all City Council Business Meetings, which are held on the second and fourth Tuesdays of each month. Meeting materials are published in the agenda packet, which is published on the City's website on the Friday prior to the meeting: https://www.bainbridgewa.gov/1101/City-Council-Agendas .

How to Get and Stay Involved

The City will use several modes of communication to inform the public and encourage participation, including:

- Sign up on Notify Me: Members of the public can sign up to receive email or text notifications about public meetings and other aspects of the SMP amendment.
- Comment: Members of the public can comment in-person to the Planning Commission, City Council or Staff, or by written comment submitted to the City by letter or email. All comments will be documented, retained, and available for public review.
- Website: The City maintains a project page on its website with updates, important dates, background materials, and draft documents.
- Invite: Members of the public can request City staff to give a presentation and take Q&A on the SMP periodic review to community groups or any public forum.

Outreach Methods and Tools

The overall objective of this Public Participation Program is to describe how the City will engage the public during the course of the periodic review process. Public participation methods and tools may vary by phase of the periodic review process. This Public Participation Program may continue to be reviewed and refined throughout the review process, if needed. The City will utilize a variety of modes of communication to engage the public. Public outreach will consist of in-person outreach efforts, traditional media and advertising, and outreach efforts utilizing technology and social media. Public meetings will be noticed as far in advance as possible.

In-Person Outreach Methods

- In-person presentations at group meetings, e.g., Bainbridge Island Watershed Council, realtor groups

Traditional Media and Advertising

- Press releases to local papers, blogs and newsletters

- Utilize community organization email lists, newsletters, and social media
- U.S. postal mail flyer to shoreline property owners
- Announcements in the *Bainbridge Island Review*
- Emails to current City email listservs, volunteer lists, and citizen advisory groups

Technology and Social media

- City website – Background information, existing SMP, useful weblinks to planning resources, and materials prepared for public meetings will be available to the public on the City's SMP project page and as hard copies at City Hall
- Notify Me – There is a listserv for the public to sign up for Shoreline Master Program updates
- Updates related to the SMP periodic review process will be posted on Facebook
- Posting SMP periodic review meetings to the calendar on the City website
- City Manager's Report – updates and announcements of meeting dates included as needed in the weekly report

Potential Groups for Outreach

City staff will initiate contact and communicate about the SMP periodic review process with the following potential groups for outreach. Staff anticipates developing an email listserv to maintain communication with these groups.

City Citizen Advisory Groups	Other Public Agencies
Climate Change Advisory Committee Environmental Technical Advisory Committee Marine Access Committee Planning Commission Utility Advisory Committee	Bainbridge Island Fire District Bainbridge Island Metro Park and Recreation District Bainbridge Island School District Kitsap Public Utility District Kitsap Public Health District Puget Sound Regional Council Washington State Ferries
Community Groups	**Other Organizations**
Association of Bainbridge Communities Bainbridge Island Japanese American Exclusion Memorial Organization Bainbridge Island Land Trust Bainbridge Island Watershed Council Chamber of Commerce Housing Resources Board Rotary Club of Bainbridge Island Sustainable Bainbridge	Bloedel Reserve Cooke Aquaculture Kitsap Building Association Kitsap County Association of Realtors SEPA review agencies Yacht clubs and marinas Tribal governments

Work Plan

The work plan includes items that have been identified by staff, project applicants, and others as the most in need of review and revision. The work plan is presented in two formats: (a) a list of guiding themes under which most, if not all, of the anticipated revisions can fit, and (b) a detailed list of specific language or sections of the SMP that need to be revised. The detailed work plan assigns each proposed topic to consider to one or more of these guiding themes.

1. Vegetation management – Existing landscaping ("established yard"): Staff, shoreline property owners, and vegetation maintenance providers continue to struggle with what can or cannot be done in terms of existing landscaping. There are endless variations on what shoreline property owners may consider their "yard" and what constitutes "normal or routine maintenance" or "ongoing maintenance." Clarity is needed as to if/when/which vegetation management provisions apply to existing landscaping.

2. Vegetation management – other: A number of vegetation management regulations need to be simplified and clarified, and with that, some policy direction is needed. Examples include: removal of significant trees, "1/3-2/3" provision where a structure is allowed to encroach into up to 1/3 of Zone 2 of the shoreline buffer with the remaining 2/3 of Zone 2 (and all of Zone 1) planted with native vegetation.

3. Consistency with no net loss standard: The current conditions of the shorelines, including existing development, are the starting point or baseline for determining no net loss. Regulations and provisions need to be reviewed for consistency with the no net loss standard. For example, do any vegetation management regulations result in "restoration" vs. "mitigation" for identified impacts? Examples of means to achieve the no net loss standard would also be helpful for project applicants and qualified professionals completing site specific impact analysis reports to clarify the concept of no net loss.

4. Integration of other codes/policies (stormwater, climate change): The City's stormwater regulations have been updated since the SMP update (Chapter 15.20 BIMC). These should be integrated. A direct discharge criteria should be considered and consistency with the Single-Family Mitigation Manual can be improved. The Planning Commission may consider incorporating sea level rise and climate change adaptation.

5. Specific regulations or performance standards: While staff does not recommend any changes to current thresholds or performance standards, the Planning Commission may review and consider revisions to specific regulations. Any revisions would likely trigger the need to review and update background documents (e.g., Cumulative Impacts Analysis). Examples include:

a. Limits/requirements on bulkhead repair/replacement (SMP Section 6.2)
b. Prohibition of docks (SMP Section 6.3)
c. Buffer widths (SMP Section 4.1.3; Table 4-3)
d. Limit on liveaboards (SMP Section 5.3)
e. New construction limit lines for Manzanita and Fletcher Bays (Special Area Maps)

6. Mitigation manual: The mitigation manual needs to be updated to reflect current standards of other agencies (e.g., U.S. Army Corps of Engineers), provide alternatives for impervious surface impacts, and improve consistency/integration with the text of the SMP.

7. Applicability: The applicability of the SMP in general needs to be clarified. The use of terms such as “development, use or activity,” “human activity,” “whether it requires a permit or not,” among others, is confusing. Complexity and redundancy could be reduced by eliminating the applicability subsection in every section of the SMP.

8. Readability: Shorten document, improve clarity, simplify and reduce complexity; correct errors and omissions

SMP Section	Topic	Summary of Topics to Consider	Guiding Theme(s)
4.1.5	Critical Areas	• Consistency audit with SMP amendment	4,8
4.2.1	Existing Development (Nonconforming)	• Consistency audit with SMP amendment	3,7,8
4.0	Table 4-1 Table 4-2 Table 4-3	Table 4-1 (Use and Modification Table) • Clarify footnotes (revisit #22 re: mixed use physical separation) • Correct inconsistencies between table and text (e.g., subdivisions) • Revisit requirement for shoreline conditional use permit for all retaining walls • Clarify primary vs. accessory utilities • Clarify allowance of overwater structures when used as public trails Table 4-2 (Dimensional Standards) • Address missing footnotes (#5 and 7) • Clarify utilities setbacks Table 4-3 (Buffers) • Revise for improved readability and ease of administration • Clarify when "expands to include existing native vegetation applies" • Clarify that all shallow lots (<200 feet deep) are assigned narrower buffer • Clarify how buffer is measured for high bluff properties (i.e., what is between Zone 1 at OHWM and top of bluff) • Clarify criteria for Category A and B lots • Add figure reference and reference to Section 4.1.3 • Clarify what geomorphic classes are or where information about them is located • No change in required buffer widths is anticipated	8
4.1.2	Environmental Impacts	• Clarify that mitigation follows a sequence/"when mitigation is required" language – if an impact cannot be avoided, mitigation is required • Simplify and clarify applicability section, clarify "development, use, activity" • Move vegetation management regulations to Section 4.1.3 (e.g., 4.1.2.5, Revegetation Standards) • Clarify and emphasize that either use of the Single-Family Mitigation Manual or submittal of a site-specific impact analysis is required; clarify when manual can be used • Delete references that don't exist • Revisit "in perpetuity" requirement when mitigation is required (SMP 4.1.2.7) • Clarify mitigation and monitoring requirements (SMP 4.1.2.8), consider threshold (e.g., not required for > $1000) for performance, mitigation/monitoring	3,6,7,8

SMP Section	Topic	Summary of Topics to Consider	Guiding Theme(s)
		• Clarify that new impervious surface area requires mitigation (only mentioned in Single-Family Mitigation Manual); better tie to manual • Consider new language that requires prioritizing where mitigation planting is located – has to go where it will have most ecological benefit	
4.1.3	Vegetation Management	• Relocate and revise, if needed, vegetation management-related regulations from SMP 4.1.2.5 o SMP 4.1.2.5.1 – Revegetation Standards – improve clarity o SMP 4.1.2.5.3 – Clarify what "altered or reduced" means; when applicable? o SMP 4.1.2.5.4 – Revise for clarity; remove requirement for offsite mitigation to be in Zone 1 • Clarify applicability section, non-retroactive nature of regulations • Clarify which requirements apply to new development vs. existing development • SMP 4.1.3.4 – Exceptions – clarify what is allowed without City review or approval, replace this section with tree and vegetation regulations (including exemption for yard and garden activities) from critical areas ordinance, remove requirement to leave downed hazard tree on site (if left, considered sufficient mitigation) • SMP 4.1.3.5 – Create new section that just explains establishment of shoreline buffers (2 options); revisit HMP requirement and review process; remove references to documents that don't exist or consider programmatic approach to vegetation maintenance by City or other land managers (SOP manual, also referenced in SMP 4.1.3.7) • Provide mechanism for some level of significant tree removal (e.g., develop significant tree removal criteria) • Revisit requirements for vegetation removal/replacement outside shoreline buffer (native and non-native, significant trees) • SMP 4.1.3.6 – Clarify "1/3 2/3" provision; applicable to new development only? • SMP 4.1.3.7 – Clarify applicability, provide consistency with other vegetation maintenance provisions, define "modified area," delete minor pruning section, refer to critical areas tree and vegetation regulations, revisit requirement for clearing permit, clarify connection to SMP 4.1.4, Land Modification, as referenced, clarify utilities • SMP 4.1.3.7.2 – Consolidate with new section relating to just shoreline buffers, clarify what "dimensions altered" means, clarify requirement for when Zone 1 must be restored • SMP 4.1.3.7.3 – Clarify what "minimum necessary for public use" means, improve connection to Single-Family Mitigation Manual, clarify whether stairs need to be grated and type of mitigation required if not grated • SMP 4.1.3.8.1 and 3 – Revise entire sections for clarity; no changes to size thresholds anticipated • SMP 4.1.3.8.4 – View maintenance – clarify and simplify; reference critical areas tree and vegetation requirements?, delete requirement for Bluff Management Plan	1,2,3,5, 6,7,8

SMP Section	Topic	Summary of Topics to Consider	Guiding Theme(s)
		• SMP 4.1.3.11 – Shoreline Structure Setback View Requirements – Clarify applicability, relocate option to build in Zone 2 language, correct figure references, simplify language, clarify what constitutes "most waterward point"	
4.1.4	Land Modification	• Eliminate requirement for clearing permit for "all clearing" to allow for nominal landscaping activities (e.g., 25 cubic yards/200 square foot thresholds) • Clarify language, better integrate with other sections	7,8
4.1.6	Water Quality and Stormwater Management	• Integrate new (2016) stormwater regulations (BIMC 15.20) • Add direct discharge criteria (i.e., when is one allowed? Considered necessary?) • Update wood treatment regulations per agency guidelines • Improve consistency with Single-Family Mitigation Manual	4,8
Appendix D	Single-Family Mitigation Manual	• Better integrate into code language – when it can be used and how it relates to vegetation management requirements • Provide alternatives to rain garden for new impervious surface area; clarify where rain garden must be located when required (inside or outside shoreline buffer) • Update per current agency guidance/requirements (e.g. Corps of Engineers, WDFW)	2,3,4, 6,7,8
5.3	Boating Facilities	• Revisit liveaboard threshold (currently 10 percent) • Revisit management and operations (implementation)	6,8
6.3	Overwater Structures	• Improve consistency with Single-Family Mitigation Manual and other agency mitigation requirements • Clarify grammar in prohibitions section • Clarify length thresholds (how to determine) • Clarify buoy density	5,6,7,8
8.0	Definitions	• Add missing definitions (e.g., significant tree, alteration, redevelopment) • Clarify definitions	8
Appendix A	Shoreline Designation Map	• Correct inconsistencies between paper and GIS maps (one identified) • Correct error (one identified) • No changes to shoreline designations anticipated other than corrections	8
Appendix E	Special Area Maps	• Include corrected maps • Consider construction limit lines for Manzanita Bay and Fletcher Bay	5,8
All	Global edits	• Clerical and implementation efficiency edits anticipated in every section	8
--	Climate Change/Sea Level Rise	• Incorporate climate adaptation/sea level rise into goals, policies and regulations.	4
5.2	Aquaculture	• Pending outcome of current limited amendment.	5,8

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (8:55 PM) Project Options for Dave Ullin Open Water Marina - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Three potential motions are suggested for consideration:

(1) I move to direct staff to proceed with the design option shown as Option 1, providing 16 residential spots in the Dave Ullin Open Water Marina (DUOWM) and direct staff to proceed with necessary actions to relocate private buoys that conflict with the navigation fairway south of the DUOWM; or,

(2) I move to direct staff to proceed with the design option shown as Option 1A, providing 16 residential spots in the DUOWM thereby allowing for an increased width to the navigation fairway south of the marina area and direct staff to proceed with necessary actions to relocate private buoys that conflict with the navigation fairway; or,

(3) I move to direct staff to proceed with necessary actions to relocate private buoys that conflict with the navigation fairway south of the DUOWM prior to completing design of the marina.

SUMMARY:

Consider approval of the design for expansion of the DUOWM.

FISCAL IMPACT:

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

BACKGROUND:

In 2010/2011, the City and the Washington State Department of Natural Resources ("DNR") established an open water marina for residential use and the City installed 10 buoys within the open water marina for five residential vessels, which, together with the linear moorage system, provided for up to eleven residential vessels.

On August 8, 2017, the City, through Resolution No. 2017-15, renamed the open water marina as the "Dave Ullin Open Water Marina" ("DUOWM").

In September 2018, the linear moorage system was removed due to its deteriorated condition.

The DUOWM is currently full with 11 tenants. The demand for residential use of the DUOWM has increased and a waitlist has been established. Currently, there are six vessels on the waitlist.

In 2018, the City Council directed the Marine Access Committee ("MAC") to provide a recommendation for the placement of 16 residential buoys within the DUOWM.

On December 10, 2018, the MAC received public comment on Option 1, showing 16 residential boats on a single point swing. For reference, attached is the proposed buoy layout for Option 1. The MAC reviewed the public comments on the proposed layout and evaluated several other options.

The MAC recommends Option 1A, which would allow for 16 vessels on a single-point swing for those currently residing in the DUOWM, along with 5 additional vessel lengths known to be on the wait list (rounded to the nearest 10'). In doing so, this would create a southern navigation fairway by shifting buoy positions to the north and northeastern boundaries of the DUOWM.

City staff are working to complete project plans in time to allow for construction during the Summer 2019 fish window. To meet this timeline, the City must select a final layout no later than March 1, 2019. At that time, the proposed layout will be provided to DNR for formal review and approval.

City Council considered marina design options at their meeting on February 12, 2019, and directed staff to return at the next Business Meeting with information on the inventory of private buoys that potentially conflict with marina expansion plans and safe navigation in the harbor.

ATTACHMENTS:

DUOWM Conditions Existing in 2017

DUOWM Option 1

DUOWM Option 1A

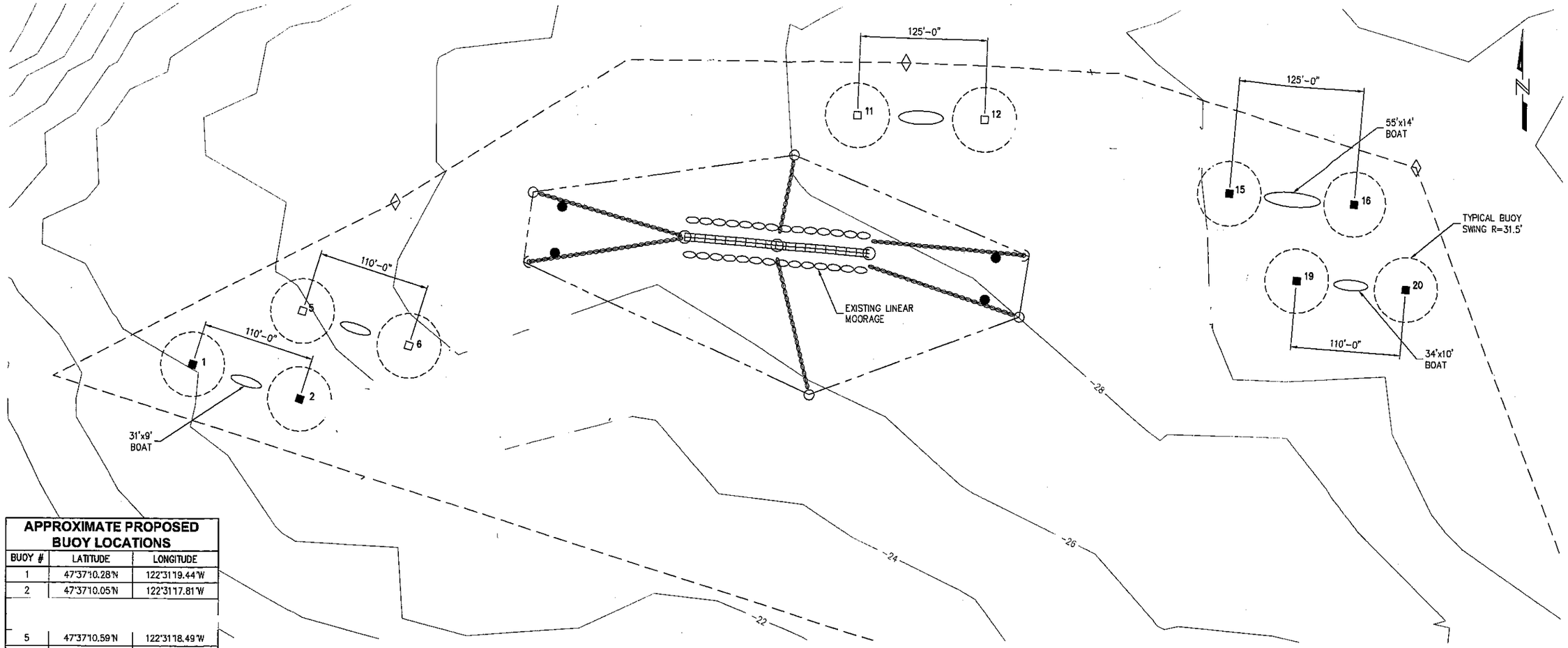
Eagle Harbor Buoys South

DNR Eagle Harbor Buoy Inventory South

FISCAL DETAILS:

Fund Name(s):

Coding:



APPROXIMATE PROPOSED BUOY LOCATIONS

BUOY #	LATITUDE	LONGITUDE
1	47°37'10.28"N	122°31'19.44"W
2	47°37'10.05"N	122°31'17.81"W
5	47°37'10.59"N	122°31'18.49"W
6	47°37'10.50"N	122°31'16.81"W
11	47°37'12.41"N	122°31'10.32"W
12	47°37'12.31"N	122°31'08.51"W
15	47°37'11.68"N	122°31'05.48"W
16	47°37'11.64"N	122°31'03.65"W
19	47°37'10.96"N	122°31'04.75"W
20	47°37'10.96"N	122°31'02.79"W

LEGEND

- ■ 2011 SUMMER INSTALLATION BUOY
- □ FUTURE INSTALLATION BUOY (TO BE DETERMINED)
- ◇ EXISTING MARKER BUOY
- ○ EXISTING MOORING BUOY
- ● EXISTING TOM BUOY

MOORING PLAN

C.O.B.I.
JUN 10 2011
RECEIVED PCD

PND ENGINEERS, INC.
811 First Avenue, Suite 570
Seattle, Washington 98104
Phone: 206-624-1387
Fax: 206-624-1388
mail@pndengineers.com

PND ENGINEERS, INC. IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. WHERE SPECIFICATIONS ARE GENERAL OR NOT CALLED OUT, THE SPECIFICATIONS SHALL CONFORM TO STANDARDS OF INDUSTRY. DRAWINGS ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: **EAGLE HARBOR OPEN WATER MARINA MOORING BUOYS**

TITLE: **MOORING PLAN**

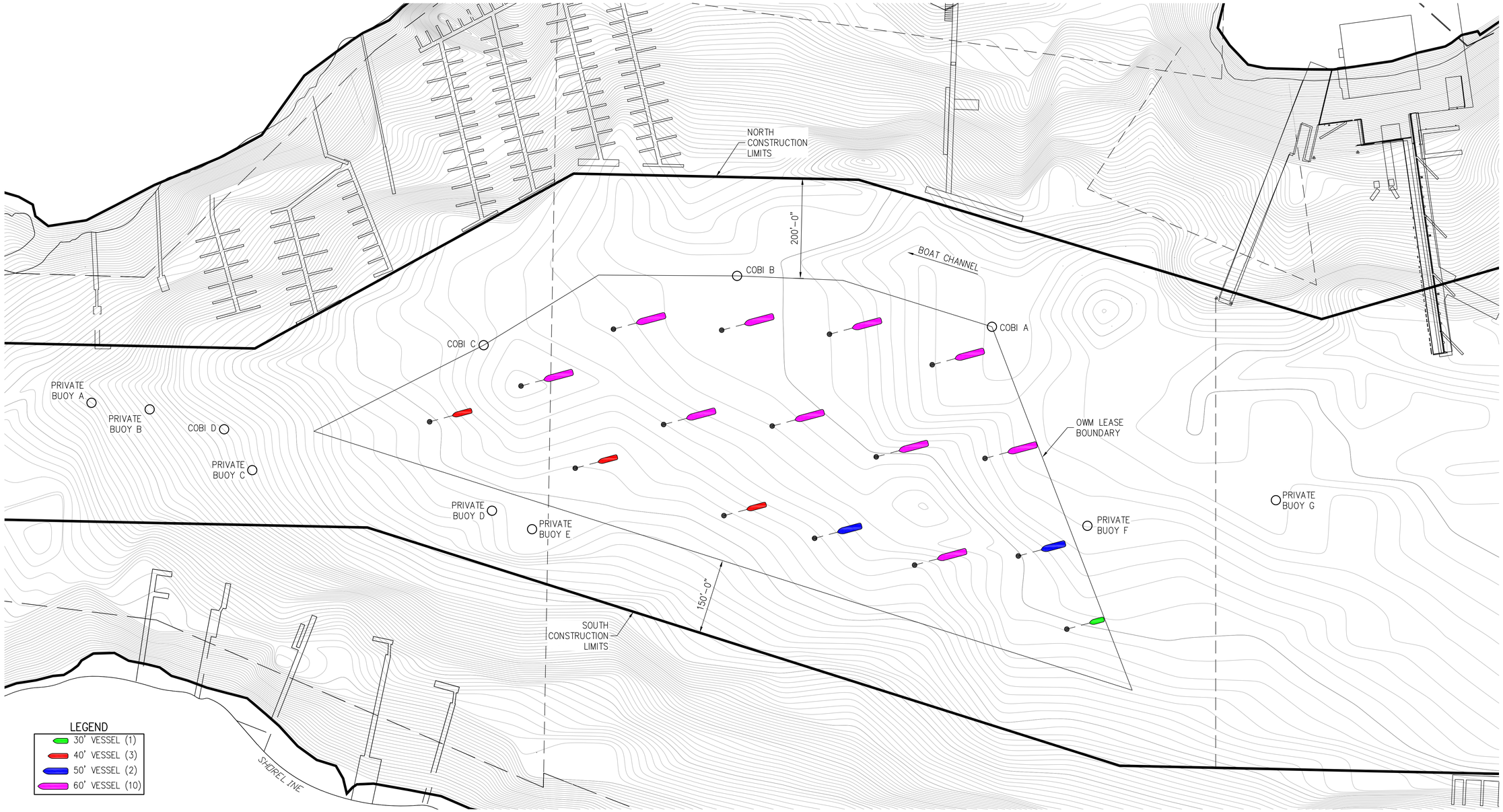
DESIGNED BY:	DP	PROJECT NO:	114047.01
DRAWN BY:	GRD	DATE:	JUNE 2011
CHECKED BY:		SCALE:	NOTED

SHEET NO: 2 OF 3

6/9/11
Drawings\2011\114047.01 - Linear Moorage Evol & Permit Asst\Shoreline Plans\114047-02.dwg

OPTION 1

PROPOSED BUOY LAYOUT - BOAT VIEW



PLAN

0 50 100 200 300 FT.

P N D ENGINEERS, INC.

1736 Fourth Avenue S., Suite A
Seattle, Washington 98134
P: 206.624.1387
www.pndengineers.com

PND ENGINEERS, INC. IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. WHERE SPECIFICATIONS ARE GENERAL OR NOT CALLED OUT, THE SPECIFICATIONS SHALL CONFORM TO STANDARDS OF INDUSTRY. DRAWINGS ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: **BAINBRIDGE ISLAND DAVE ULLIN OPEN WATER MARINA**

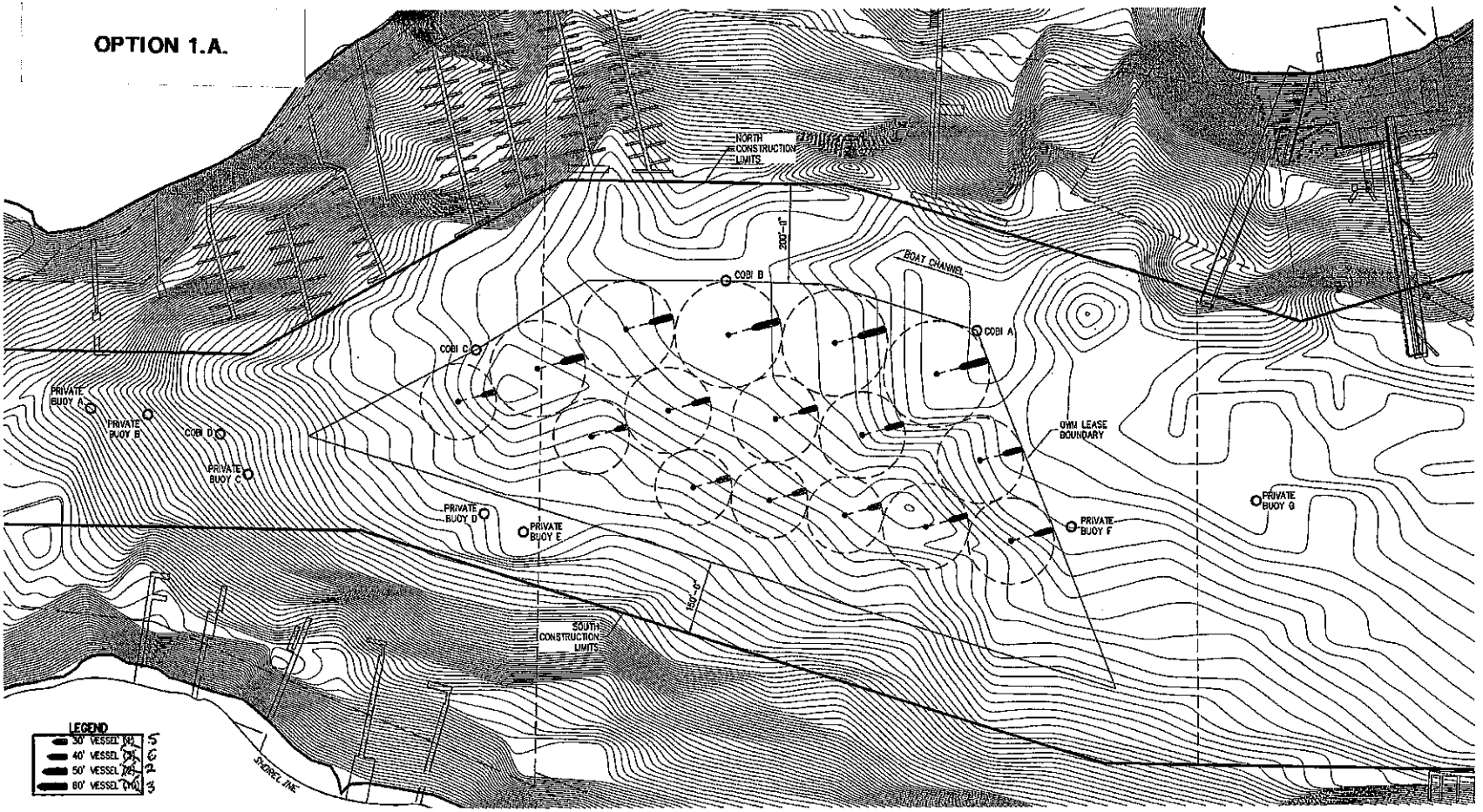
TITLE: **PROPOSED BUOY LAYOUT BOAT VIEW**

DESIGNED BY:	CF	PROJECT NO:	184094
DRAWN BY:	GRD	DATE:	DECEMBER 2018
CHECKED BY:		SCALE:	NOTED

SHEET NO: **2b** OF **2**

12/5/18
Drawings\2018\184094 - Bainbridge Island Dave Ullin Open Water Marina\Working Drawings\184094-02b.dwg

PROPOSED BUOY LAYOUT - SWING CIRCLE



PND ENGINEERS, INC
1736 Fourth Avenue S., Suite A
Seattle, Washington 98134
P: 206-624-1387
www.pndengineers.com

PND ENGINEERS, INC. IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. WHERE SPECIFICATIONS ARE GENERAL OR NOT CALLED OUT, THE SPECIFICATIONS SHALL CONFORM TO STANDARDS OF INDUSTRY. DRAWINGS ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: BAINBRIDGE ISLAND
DAVE ULLIN OPEN WATER MARINA

TITLE: PROPOSED BUOY LAYOUT - OPTION SWING CIRCLE 1.A.

DESIGNED BY:	CF	PROJECT NO:	184094
DRAWN BY:	GRD	DATE:	JANUARY 2018
CHECKED BY:		SCALE:	NOTED

SHEET NO: OF

12/5/18
Drawings \2018\184094 – Bainbridge Island Dave Ullin Open Water Marina\Working Drawings\184094-02a.dwg

~ Construction Limit Line
red dots are unauthorized buoys
Current Seubert location reported 180' N of Construction Limite Line

Eagle Harbor Mooring Buoys - South of OWM *(+ 2 trespass nearby OWM)*

Authorization #	In South Navigation Channel (SNC)	License or Reg	Start Date
23-086948	Dight	L	2011
23-089998	Vella	L	2013
23-087131	True/Brown	R	2011
23-084622	Wright	L	2010
23-085052	Seubert	L	2013
Unauthorized			
Unauth.	Rerecich	-	-
Unauth.	Clark - OWM East boundary	-	-
Unauth.	Spinak - West of OWM	-	-

Summary: 8 total buoys: 6 buoys in SNC + 2 buoys east or west of OWM; 5 authorized (4 L, 1

Authorized #	On Construction Limit Line (CLL)		
23-084199	Julian	R	2009
23-084570	True/Brown	L	2009
23-084685	Lynch & Arthur	L	2011
23-084663	Armitage	L	2010
23-084859	Spencer	L	2010
23-085027	Coonan	L	2012

Summary: 6 buoys on CLL, all authorized (5 L, 1 R)

Authorized #	shoreward and inside CLL limits		
23-084861	Hanson	L	2010
23-076986	Bainbridge Rose LLC	R	2004
23-084198	Bainbridge Rose LLC	R	2009
23-093710	Lhamon	R	2016
23-085053	Macrae	L	2013
23-087450	Gramstad	L	2015
23-097576	Bainbridge Waterfront LLC	L	2018

Summary: 7 buoys well-within the CLL; all authorized (4L, 3 R)

Key: L = License; R = Registration for waterfront homeowner

Note: This information is derived from GPS coordinates accepted in the Use Authorization (
GPS coordinates and locations may vary in the field.

20 Buoys

Notes

on south OWM boundary; expressed willingness to re-locate

south OWM boundary

on the waterward edge of CLL

south OWM boundary or view Straits MB 2nd location on CLL

west of Armitage?

working with to re-locate to authorized location

tagged 1/23, wants to authorize in current location

tagged and sent notification letter 1/23

tagged 1/23, west of Harbour Marina

L R); 3 unauthorized (DNR tagged on 1/23/19).

second buoy = license

near end of priv rec dock

Owners have two parcels?

2nd registration? Right at end of priv rec dock

~ halfway between CLL and rec docks; view Orca MB layer for other location?

halfway between CLL and rec docks

L or R) and presented in our GIS database. Actual

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:25 PM) Olympic Drive Non-Motorized Improvements Project Construction Award - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to authorize the City Manager to award the contract for the Olympic Drive Non-Motorized Improvements Project to Sound Pacific Construction LLC in the amount of $1,981,315.75.

SUMMARY:

City Council consideration of authorizing the City Manager to award the contract for the Olympic Drive Non-Motorized Improvements Project to Sound Pacific Construction LLC in the amount of $1,981,315.75.

FISCAL IMPACT:

Amount:	$1,981,315.75
Ongoing Cost:	
One-Time Cost:	$1,981,315.75
Included in Current Budget?	Yes

BACKGROUND:

Construction bids for this project were solicited in 2017 with one bid received which was over budget and therefore rejected by City Council. Since that time, City staff obtained additional grant funding and had to re-do the right-of-way acquisition process in order to comply with Federal requirements for the new Federal grant funding received.

The extent of planned work on Olympic Drive includes the intersection at Winslow Way East south to Harborview Drive East. A portion of the project extends down Harborview Drive Southeast to replace the watermain to the waterfront trail head. This project includes widening the road to accommodate pedestrians

and cyclists, including improved sidewalks and bike lanes on both sides, as well as an innovative uphill, left-turn bike lane. The work also includes a retaining wall on the west side of the street, installation of a watermain, abandonment of the existing asbestos watermain, traffic signal improvements, and associated drainage improvements. The project also includes coordination with Puget Sound Energy to underground a portion of the existing powerlines.

Bids were solicited through the area newspapers, Daily Journal of Commerce, Builder's Exchange of Washington Plan Center, City's Bids & Awards webpage and listserv. The bid opening was held on February 14, 2019 and Sound Pacific Construction LLC in the amount of $1,981,315.75 was the apparent low responsive bidder. The engineer's estimate is $2.06M to $2.1M.

The actual apparent low bidder was Active Construction Inc. (ACI) in the amount of $1,754,413.65. However, due to errors in ACI's proposal and further review by WSDOT, the apparent low bidder, ACI, was deemed non-responsive. Therefore, the apparent low responsive bidder is Sound Pacific Construction LLC in the amount of $1,981,315.75, which includes the base bid plus three alternatives.

ATTACHMENTS:

Olympic Drive Bid Form

OLYMPIC DRIVE NM CONTRACT

FISCAL DETAILS:

The total project budget is $2,988,000 in the City's current CIP of which approximately $500,000 has been spent or obligated through the end of 2018 leaving a remaining budget of approximately $2,448,000. Of the total project budget, $2,042,000 will be from grant sources (68%), another $771,000 will be from the General Fund (26%), and $175,000 will be from the Water Utility Fund (6%). The City has received both Federal and State grant funds for this project as follows: Federal Transportation Alternative funds in the amount of $878,000; 2013 Pedestrian & Bicycle Safety State funding in the amount of $764,000.00, and WSDOT State Transportation Improvement Board in the amount of $400,000. To view project plans & specs and grant award letters, visit the project webpage link below: http://www.bainbridgewa.gov/505/Olympic-Drive-Non-Motorized-Improvements

Fund Name(s): Capital Construction Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

Olympic Drive Non-Motorized Improvements Project

Bid Opening Date: February 14, 2019, Due 1:30 PM – Open 2:00 PM; Map Room

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement Engineers Estimate is: $2.06M - $2.1M	Sound Pacific Construction Gig Harbor, WA	Active Construction Inc. (ACI) Puyallup, WA	
Proposal	√	√	
Signature Page & Addendum Acknowledge (1, 2, 3, 4, 5)	√	√	
Non-Collusion Declaration	√	√	
5 % Bid Deposit / Bond	√	√	
Statement of Bidder's Qualifications	√	√	
Subcontractor's List	√	√	
DBE Certificate	√	√	
UDBE Written Confirmation Document	√	√	
Contractor Certificate Wage Law Compliance	√	√	
GRAND TOTAL w/ Tax	$1,726,825.75	$1,550,460.65	

	Sound Pacific Construction Gig Harbor, WA	Active Construction Inc. (ACI) Puyallup, WA	
Alternate A1 – Eastside Sidewalk Improvements	$220,315.00	$171,078,00	
Sub-Total	$1,947,470.75	1,721,538.65	
Alternate A2 – Pedestrian Lighting	$28,000.00	$26,700.00	
Sub-Total	$1,975,140.75	$1,748,238.65	
Alternate A3 – Trees	$6,175.00	$6,175.00	
Sub-Total	$1,981,315.75	$1,754,413.65	
GRAND TOTAL with Alternates	$1,981,315.75	~~$1,754,413.65~~	
		*1,825,163.65	* Corrected

The City received two bids for the Olympic Drive Non-Motorized Improvements project. However, due to errors in ACI's proposal and further review by WSDOT, the apparent low bidder was deemed non-responsive and the contract will be awarded to the second low bidder, Sound Pacific Construction LLC in the amount of $1,981,315.75.

Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the _____, day of _____ _____, 2019, by and between the City of Bainbridge Island ("City" and/or "CONTRACTING AGENCY") and **Sound Pacific Construction LLC** ("CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as **Olympic Drive Non-Motorized Improvements (HWY 305) Project**, and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of One Million, Nine Hundred Eighty-One Thousand, Three Hundred Fifteen Dollars and 75/100 ($1,981,315.75) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

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

1. This Contract, including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. The Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications")
3. Amendments to the Standard Specifications
4. Special Indemnity and Insurance Agreement
5. Prevailing Wage Schedules and Regulations
6. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
7. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

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

CONTRACTOR's Initials: _____

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

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

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, AT THE SAME TIME.

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

CONTRACTOR:
SOUND PACIFIC CONSTRUCTION LLC

By:_____

Its:_____

Date:_____

CITY OF BAINBRIDGE ISLAND:

By: _____
Morgan Smith, City Manager

Date:_____

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (9:35 PM) Ordinance No. 2019-05 Revising the BIMC Sewer Code to Allow a Limited Number of Onsite Systems in Sewer Service Areas - Public Works,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward for approval with the March 12, 2019, Consent Agenda, Ordinance No. 2019-05 Relating to onsite systems and the Sewer Code.

SUMMARY:

BIMC 13.12.010.A. states, in part: "The owner of property within the city's sewer service area, as identified in the city's comprehensive plan, requiring sewer service shall not be allowed to install a septic system if the distance from the property to an existing sewer main with capacity to serve the property is 300 feet or less."

The proposed changes to BIMC 13.12.010.D. would allow an owner of property that meets the criteria set forth above to install an on-site sewage system, if the project meets the following requirements (as shown in the attached ordinance in underline and strikethrough):

1. The property owner will install a composting toilet and gray water system approved by the Kitsap County Health District that requires no on-site toilet liquid disposal, or the property owner will install a blackwater onsite treatment system that provides BOD5, TSS, and nitrogen reduction equivalent to NSF 40 and NSF 245 performance standards approved by the Kitsap County Health District; and

2. The property owner will install a stub-out connection with clean-out just inside the property line or grant an easement for a potential future sewer connection; and

3. The property owner will be required to record a notice to property title with the Kitsap County auditor that mandates connection to the city's sewer system in the event the owner, or any future owner, fails to maintain the water treatment system to the performance requirements described above or decides to revert back to a flush toilet system connected to the municipal sewer; and

4. The property owner will be required to pay any required sewer system participation fees and connection fees that apply at the time of required connection.

5. The number of blackwater onsite treatment systems allowed in the City's sewer service area will be limited to ten (10) equivalent residential units.

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

BACKGROUND:

The City has been approached by the International Living Future Institute (ILFI) after thorough engagement with local nonprofits and subject matter experts to develop a recommended change to the current sewer code requiring sewer connection for new development within 300 feet of an existing sewer line. This proposal is intended to allow a sewer connection exemption for natural systems (such as constructed wetlands), which treat water to a higher standard than septic systems.

The attached ordinance is intended to meet the proposed objective, and the ordinance also states in a "WHEREAS" clause that the "City Council desires to allow an option for such blackwater onsite treatment systems until such time that the City can determine the effectiveness of the systems, at which time the City can revisit this activity and determine if further changes are warranted via a future City ordinance."

The City's Utility Advisory Committee (UAC) reviewed and discussed the proposed code change and provided the following input:

- Allow an exception to the existing City Code requiring sewer connection for a limited number of connections that guarantee higher treatment standards for onsite systems. By limiting the number of connections, the UAC sees it as a way to limit significant financial risk to the sewer utility.
- Require a partial sewer connection fee be paid for these situations, since capacity in the system has to be reserved in case the onsite system fails or the owner chooses to connect to sewer at later date.

ATTACHMENTS:

Ordinance No. 2019-05 Relating to Sewer Connection Requirements

FISCAL DETAILS: As noted by the UAC, in the background section above, each future on-site sewer connection will reduce future sewer participation and operating revenue. This ordinance limits the impact to 10 total future connections.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-05

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to sewer connection requirements and amending Section 13.12.010 of the Bainbridge Island Municipal Code.

WHEREAS, City policy states that property owners within the City's sewer service area, as identified in the City's Comprehensive Plan requiring sewer service, shall not be allowed to install a septic system if the distance from the property to an existing sewer main with capacity to serve the property is 300 feet or less; and

WHEREAS, the City Council revised the established policy in 2014 to allow an exception for composting toilets; and

WHEREAS, the City's Comprehensive Plan Water Resources Policy WR 5.3 allows alternative sewage treatment systems such as sand filters, aerobic treatment, composting toilets, and living systems when approved by the Kitsap Public Health District; and

WHEREAS, the City Council desires to continue to support sustainability, and one way to help accomplish this is to revise the established policy to allow an exception for a limited number of onsite sewage treatment systems in the City's sewer service area that meet higher treatment standards; and

WHEREAS, the City Council desires to allow an option for such blackwater onsite treatment systems until such time that the City can determine the effectiveness of the systems, at which time the City can revisit this activity and determine if further changes are warranted via a future City ordinance.

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

Section 1. Section 13.12.010.D. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

D. The owner of property that meets the criteria set forth in subsection A of this section shall be allowed to install an on-site sewage system, if the project meets the following requirements:

1. The ~~P~~property owner will install a composting toilet and graey water system approved by the Kitsap County Health District that requires no on-site toilet ~~fluid~~ liquid disposal, or the property owner will install a blackwater onsite treatment system that provides BOD5, TSS, and nitrogen reduction equivalent to NSF 40

and NSF 245 performance standards approved by the Kitsap County Health District; and

2. The p~~P~~roperty owner will install a stub-out connection with clean-out just inside the property line or grant an easement for a potential future sewer connection; and

~~3. Gray water disposal must be handled through an onsite sewage system approved by the Kitsap County health district~~;

~~4~~3. The property owner will be required to record a notice to property title with the Kitsap County auditor that mandates connection to the city's sewer system in the event the owner, or any future owner, fails to maintain the water treatment system to the performance requirements described above or decides to revert back to a flush toilet system~~; and~~ connected to the municipal sewer; and

~~5~~4. The property owner will be required to pay any required sewer system participation fees and connection fees that apply at the time of required connection.

~~6~~5. The number of blackwater onsite treatment systems allowed in the City's sewer service area will be limited to ten (10) equivalent residential units.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2019.

APPROVED BY THE MAYOR this _____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	February 19, 2019
PASSED BY THE CITY COUNCIL:	_____, 2019
PUBLISHED:	_____, 2019
EFFECTIVE DATE:	_____, 2019
ORDINANCE NUMBER:	2019-05

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:55 PM) Amendment No. 2 to the Interlocal Agreement with the Washington State Department of Licensing to Increase Bainbridge Island's Portion of the State Vehicle License Fee from $20 to $30 - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

I move to authorize the City Manager to execute Amendment No. 2 to the Interlocal Agreement with the Washington State Department of Licensing to increase Bainbridge Island's portion of the State Vehicle License Fee from $20 to $30.

SUMMARY:

On January 22, 2019, Council approved Resolution No. 2019-08, increasing Bainbridge Island's portion of the State Vehicle License Fee from $20 to $30. The attached amendment to the interlocal agreement with the Washington State Department of Licensing will put that change into effect beginning August 1, 2019, with a sunset of December 31, 2022.

FISCAL IMPACT:

Amount:	$200,000 annually
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

In 2013, the City's Transportation Benefit District (TBD) approved a $20 vehicle license fee and entered into an interlocal agreement with the Washington State Department of Licensing for the collection of the fee. On December 31, 2015, the City dissolved the TBD and assumed all TBD operations and activities, as allowed by State law. This amendment to the original interlocal agreement is required to collect the increased annual fee.

ATTACHMENTS:

Amendment No. 2 to the ILA with the WA DOL

FISCAL DETAILS:

The change to vehicle license fees will generate approximately $200,000 in additional revenue annually, starting in 2020. The additional revenue for 2019 will be less due to the mid-year start of the new fee. The Department of Licensing requires a six month lead time for new fee implementation.

Fund Name(s): Other

Coding:

DocuSign Envelope ID: A89042E5-0B37-4723-A7FF-B303871BCC55

WASHINGTON STATE DEPARTMENT OF LICENSING	**AGREEMENT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT (TBD)**	DOL Contract No. K4574 Amendment No. 2

Amendment

Amendment Purpose

The purpose of this Amendment is to:

1. Update Bainbridge Island TBD Contract Manager;
2. Increase the TBD fee DOL collects to $30.00 beginning with vehicle renewals due on or after August 1, 2019 and ending with vehicle renewals due after December 31, 2022.

Contractor

Contract manager	(Area code) Telephone	E-Mail
Finance Director	(206) 780-8668	N/A
2nd Contact	(Area code) Telephone	E-Mail
Ron Logghe	(206) 780-8611	rlogghe@bainbridgewa.gov

Department of Licensing (DOL)

Contract manager	(Area code) Telephone	E-Mail
Debbie Dunn, Data Sharing Manager	(360) 902-0136	DataContracts@dol.wa.gov

Attachments(when applicable)

This Amendment consists of the following attachment(s) and all document(s) incorporated herein or by reference:

City of Bainbridge Island Resolution No. 2019-08

The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The parties have executed this Amendment as of the later of the signature dates included below. The intent of the parties is that **this fee increase will apply to vehicle renewals due on or after August 1, 2019, and will no longer apply to vehicle renewals due after, December 31, 2022**. All other terms and conditions of the original Agreement and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this Amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.

Contractor signature Date	DOL signature Date
PRINT contractor name Morgan Smith	Name Evelyne Lloyd
Print Title City Manager	Print Title Assistant Director Administrative Services Division
E-Mail msmith@bainbridgewa.gov	

DocuSign Envelope ID: A89042E5-0B37-4723-A7FF-B303871BCC55

In accordance with the City of Bainbridge Island Resolution No. 2019-08, the Agreement is hereby amended as follows:

1. ***Contract Management*** **Clause**
   TBD Contract Manager identified on page 7 of the original agreement is hereby updated to the Contract Manager listed on page 1 of this amendment.

2. **The first bullet in the *Fee Collection* Clause*, Consideration/Reimbursement* Section of the original Agreement is hereby amended to replace $20.00 with $30.00:**

   DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the ~~twenty dollar ($20.00)~~ $30.00 fee collected for administration and collection expenses incurred.

3. **The section in amendment number 1 titled *Responsibilities of DOL in Attachment A – Statement of Work*, *Item #3.h.* is hereby amended to replace $20.00 with $30.00:**

   3. h. Administer and collect the appropriate annual vehicle fees of up to ~~$20.00~~ $30.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.

4. DOL shall begin collecting the $30.00 fee with vehicle renewals due on or after August 1, 2019 and stop collecting the $30.00 fee with renewals due after December 31, 2022. Amendment No. 2 shall expire on, and no longer apply to vehicle renewals due after, December 31, 2022, and the TBD fee shall revert back to the original $20.00 for vehicle renewals due on or after January 1, 2023.

   Regardless of the effective dates of this Amendment, DOL will collect the $30 Transportation Benefit District fee on any vehicle with a registration renewal date of August 1, 2019, through December 31, 2022, even if the vehicle registration is performed outside these dates.

****REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (10:05 PM) Agenda Bill for Consent Agenda,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

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

SUMMARY:
Consider approval of the following Consent Agenda items:
A. Accounts Payable and Payroll
B. City Council Study Session Minutes, February 5, 2019
C. Regular City Council Business Meeting Minutes, February 12, 2019
D. Amendment No. 1 to Option and Water Tower Lease Agreement with Verizon Wireless
E. Utility Advisory Committee 2018 Annual Report and 2019 Work Plan

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: February 26, 2019 **ESTIMATED TIME:**

AGENDA ITEM: Accounts Payable and Payroll

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Approve with Consent Agenda

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Report to Council of Cash Disbursements 02-27-19.pdf

Payroll.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: February 11, 2019 - February 25, 2019
CITY COUNCIL: February 12, 2019 - February 26, 2019

Last check from previous run: 349796 dated 2/13/19 issued to Zee Medical Service in the amount of $319.10

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	N/A	N/A	N/A	N/A
ACH	N/A	N/A	N/A	N/A
ACH	N/A	N/A	N/A	N/A
VOID	2/13/19	349801	EX/BI Historical Society/print error	N/A
VOID	2/13/19	349804	Lance R Beiner/print error	N/A
VOID	2/13/19	349805	US Bank/print error	N/A
Manual	2/7/19	349797	EX/Bainbridge Youth Services/Operating support - Q4 2018	10,167.00
Manual	2/7/19	349798	EX/BI Japanese American Community/Cultural funding - Q4 2018	7,966.23
Manual	2/7/19	349799	EX/YWCA-Kitsap County/Program support - Q4 2018	1,624.97
Manual	2/13/19	349800	EX/BI Youth Orchestra/2018 Cultural funding	1,550.00
Manual	2/13/19	349802	EX/BI Theatre Ensemble/Cultural funding	3,500.00
Manual	2/13/19	349803	Puget Sound Energy/City Hall utilities - February 2019	5,515.51
Manual	2/13/19	349806	US Bank/Credit card purchases - January 2019	27,940.98
Manual	2/13/19	349807	EX/BI Historical Society/2018 Cultural funding	7,500.00
Manual	2/13/19	349808	Bloedel Reserve/LTAC Q3-Q4 2018	14,081.91
Manual	2/13/19	349809	Puget Sound Energy/Citywide electricity - January 2019	28,382.62
Manual	2/14/19	349810	CRT/DMCJA/2019 DMCJA dues - SM	500.00
Manual	2/14/19	349811	PCD & FIN/AT&T Onenet/Fax long distance - February 2019	17.82
Manual	2/14/19	349812	CenturyLink/Citywide telemetry services - February 2019	1,112.93
Manual	2/14/19	349813	ENG/COBI/Retainage - Village pump station	1,188.05
Manual	2/14/19	349814	ENG/Liden Land Development/Village pump station	24,711.44
Manual	2/14/19	349815	Verizon Wireless/Citywide cell phone services - January 2018	5,572.58
Manual	2/15/19	349816	Bainbridge Disposal/Senior Center - Commons garbage services	268.37
Manual	2/15/19	349817	PW/COBI/Sands Ave well - January 2019	120.98
Manual	2/15/19	349818	PW/Puget Sound Energy/Casey Street water meter	44.92
Manual	2/15/19	349819	ENG/Sealevel Bulkhead/Emergency work - Manitou Park Blvd	73,111.75
Manual	2/20/19	349820	ENG/Liden Land Development/NB Gravity Sewer	3,314.91
			Manual Checks and Electronic Disbursements	**218,192.97**
Regular Run	2/27/19	349821-349889	**Regular Check Run**	**237,338.66**
				455,531.63
Retainage Release	2/19/19	173	Liden Land/New Brooklyn Gravity Sewer Main	7,103.06
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____ Carrie Christianson, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,

_____ 2-21-2019

Karl R. Shaw, Interim Director of Finance — Date

VOID

RL 2/13/19

KW 2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
349801	02/13/2019	VOID	971 BAINBRIDGE ISLAND HI	228954	882/890	10/17/2018			-7,000.00
Invoice: 882/890						EX/2018 CULTURAL FUNDING			
					-7,000.00 31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
							CHECK 349801 TOTAL:		-7,000.00
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***		-7,000.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	7,000.00

*** GRAND TOTAL *** -7,000.00

Check was voided because actual amount to be paid to the vendor is more.

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2019 2 100				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			7,000.00
02/13/2019 349801 VOID	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH		7,000.00	
02/13/2019 349801 VOID	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		7,000.00	7,000.00
APP 631-130000	DUE TO/FROM CLEARING			7,000.00
02/13/2019 M020819 VOID				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING		7,000.00	
02/13/2019 M020819 VOID				
	SYSTEM GENERATED ENTRIES TOTAL		7,000.00	7,000.00
	JOURNAL 2019/02/100 TOTAL		14,000.00	14,000.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	100	02/13/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING	7,000.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		7,000.00
				FUND TOTAL	7,000.00	7,000.00
631 CLEARING FUND	2019	2	100	02/13/2019		
631-130000				DUE TO/FROM CLEARING		7,000.00
635-111100				CASH	7,000.00	
				FUND TOTAL	7,000.00	7,000.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		7,000.00
631	CLEARING FUND	7,000.00	
	TOTAL	7,000.00	7,000.00

** END OF REPORT - Generated by Khammy Wahaus **

RL 2/13/19

VOID

KW 2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349804	02/13/2019	VOID	7134	LANCE R BEINER TRUST	228853	12/31/18-CL-A	01/25/2019			-300.00
Invoice: 12/31/18-CL-A						ISLAND FITNESS/WELLNESS COMM ACTIVITY - YOGA				
					-300.00	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
								CHECK 349804 TOTAL:		-300.00
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	-300.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	300.00

*** GRAND TOTAL *** -300.00

Check was voided because it was issued to the wrong Vendor, transposed vendor number s/b goes to 7314

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 95				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			300.00
02/13/2019 349804 VOID	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH		300.00	
02/13/2019 349804 VOID	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		300.00	300.00
APP 631-130000	DUE TO/FROM CLEARING			300.00
02/13/2019 USBJAN19 VOID				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING		300.00	
02/13/2019 USBJAN19 VOID				
	SYSTEM GENERATED ENTRIES TOTAL		300.00	300.00
	JOURNAL 2019/02/95 TOTAL		600.00	600.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	95	02/13/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING	300.00	
001-213000					GENERAL - ACCOUNTS PAYABLE		300.00
					FUND TOTAL	300.00	300.00
631 CLEARING FUND	2019	2	95	02/13/2019			
631-130000					DUE TO/FROM CLEARING		300.00
635-111100					CASH	300.00	
					FUND TOTAL	300.00	300.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		300.00
631 CLEARING FUND	300.00	
TOTAL	300.00	300.00

** END OF REPORT - Generated by Khammy Wahaus **

VOID
KW
2/13/19

RL 2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
349805	02/13/2019	VOID	7314 US BANK	228840	12/26/18-JB	01/25/2019			-103.90
	Invoice: 12/26/18-JB			-103.90	54025212 532000	POL/ELLIOTT BAY MARINA/FUEL FOR M11 MARINE - FUEL			
	Invoice: 12/28/18-GC			228841	12/28/18-GC	01/25/2019			-775.00
				-775.00	61011584 443410	PCD/APA/NATIONAL CONF REGISTRATION PCD - C/E ADM TRAINING			
	Invoice: 12/26/18-KD			228842	12/26/18-KD	01/25/2019			-1.00
				-1.00	31011572 549900	EX/CANVA/GRAPHIC EX-GF-OUTREACH-MISC			
	Invoice: 12/29/18-KD			228843	12/29/18-KD	01/25/2019			-22.97
				-22.97	31011572 443410	EX/FACEBOOK/ADVERTISING EX-GF-OUTREACH-TRAINING			
	Invoice: 12/31/18-RL			228844	12/31/18-RL	01/25/2019			-35.00
				-35.00	11011116 443410	CC/CVENT.COM/MRSC TRAINING WEBMINAR: DEETS/GALE COUNCIL - TRAINING			
	Invoice: 12/31/18-AL			228845	12/31/18-AL	01/25/2019			-10.90
				-10.90	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/13/19-AL			228846	01/13/19-AL	01/25/2019			-15.25
				-15.25	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/03/19-AL			228847	01/03/19-AL	01/25/2019			-281.21
				-281.21	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/10/19-AL			228848	01/10/19-AL	01/25/2019			-12.32
				-12.32	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/11/19-AL			228849	01/11/19-AL	01/25/2019			-228.27
				-228.27	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/16/19-AL			228850	01/16/19-AL	01/25/2019			-10.91
				-10.91	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 01/16/19-AL-A			228851	01/16/19-AL-A	01/25/2019			-832.17
				-832.17	31011256 531100	EX/AMAZON/CERT SUPPLIES EX-GF-EMERG PREP-SUPPLIES			
	Invoice: 12/31/18-CL			228852	12/31/18-CL	01/25/2019			-113.13
				-113.13	91029179 531100	WILDERNEST/WELLNESS COMM PRIZE GG-SELF INS-WELLNESS-SUPPLIES			

Check was voided because no actual check was printed -- will recut check

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228854	12/31/18-TG	01/25/2019			-1,852.99
			Invoice: 12/31/18-TG			CRT/COSTCO/COUGH - JURY ROOM			
				-1,852.99	21011125 531100	COURT - SUPPLIES			
				228855	12/31/18-TG-A	01/25/2019			-28.32
			Invoice: 12/31/18-TG-A			AMAZON/WRIST WEIGHTS			
				-28.32	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228856	12/31/18-TG-B	01/25/2019			-141.69
			Invoice: 12/31/18-TG-B			AMAZON/NAIPO BACK/NECK MASSAGER			
				-141.69	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228857	12/31/18-TG-C	01/25/2019			-25.04
			Invoice: 12/31/18-TG-C			AMAZON/UPOWEX RESISTANCE BANDS			
				-25.04	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228858	12/31/18-TG-D	01/25/2019			-167.86
			Invoice: 12/31/18-TG-D			AMAZON/BAYOU DUMBBELLS			
				-167.86	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228859	12/20/18-SM	01/25/2019			-43.52
			Invoice: 12/20/18-SM			IT/AMAZON/CELL PHONE COVERS			
				-43.52	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228860	12/21/18-SM	01/25/2019			-42.51
			Invoice: 12/21/18-SM			IT/AMAZON/NETWORK SWITCH CABLE			
				-42.51	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228861	12/28/18-KG	01/25/2019			-359.37
			Invoice: 12/28/18-KG			ENG/HOCKET & OLSEN/MARINE/CYCLE BATTERY			
				-359.37	72431832 531100	ENG - SSWM PLAN SUPPLIES			
				228862	12/29/18-KG	01/25/2019			-180.05
			Invoice: 12/29/18-KG			ENG/NEW PIG/SUMP SKIMMER			
				-180.05	72431832 531100	ENG - SSWM PLAN SUPPLIES			
				228863	12/29/18-KG-A	01/25/2019			-110.55
			Invoice: 12/29/18-KG-A			ENG/NEW PIG/STORM DRAIN FILTER			
				-110.55	72431831 531100	ENG - SSWM ADM SUPPLIES			
				228864	01/03/19-KB	01/25/2019			-525.00
			Invoice: 01/03/19-KB			EXCC/WMCA/ACADEMY AND CONF REGISTRATION			
				-525.00	36011143 443410	CLERK-GF-TRAINING			
				228865	01/16/19-KB	01/25/2019			-1,400.00
			Invoice: 01/16/19-KB			EX/CC/BIMA/DEPOSIT FOR COUNCIL/MGMT TEAM RETREAT			
				-700.00	31011131 541100	EX-GF-PROF SERVICES			
				-700.00	11011116 541100	COUNCIL - PROF SERVICES			
				228866	01/23/19-CB	01/25/2019			-2,382.35
			Invoice: 01/23/19-CB			EX/CC/BIMA/FINAL PYMT FOR COUNCIL/MGMT TEAM RETREA			
				-1,191.17	31011131 541100	EX-GF-PROF SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				-1,191.18	11011116 541100	COUNCIL - PROF SERVICES			
				228869	01/08/19-BB	01/25/2019			130.80
Invoice: 01/08/19-BB					POL/MSA SYSTEMS/CREDIT ON RETURN-RIBBON FOR VAULT				
				130.80	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				228870	01/17/19-BB	01/25/2019			-223.24
Invoice: 01/17/19-BB					POL/AMAZON/EMERGENCY FLASHLIGHTS				
				-223.24	53011560 531100	POLICE - C/E PATROL EP OFC SUP			
				228871	01/15/19-BB	01/25/2019			-241.66
Invoice: 01/15/19-BB					POL/WESTSIDE PIZZA/PIZZA FOR ALL-HANDS 1/16/19				
				-241.66	53011212 443410	POLICE - C/E PATROL TRAINING			
				228872	01/17/19-BB-A	01/25/2019			-78.80
Invoice: 01/17/19-BB-A					POL/STAPLES,SILVERDALE/POCKET FOLDERS, FOIL CERTIF				
				-78.80	51011211 53110000933	PD AWARDS GALA-SUPPLIES			
				228873	01/23/19-BB	01/25/2019			-96.74
Invoice: 01/23/19-BB					POL/RECOGNITION PLUS/KD MEMORIAL SERVICE AWARD				
				-96.74	51011211 53110000933	PD AWARDS GALA-SUPPLIES			
				228874	01/10/19-GC	01/25/2019			-6.00
Invoice: 01/10/19-GC					PCD/T2 SYSTEMS/NORM DICKS BLDG - LUDTC & KPDF MTG				
				-6.00	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				228875	01/04/19-GC	01/25/2019			-32.25
Invoice: 01/04/19-GC					PCD/YACHT CLUB BROILER/PLANNING DIRECTORS MTG				
				-32.25	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				228876	01/04/19-KD	01/25/2019			-1.00
Invoice: 01/04/19-KD					EX/CANVA/GRAPHIC				
				-1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228877	01/03/19-KD	01/25/2019			-505.60
Invoice: 01/03/19-KD					EX/ALASKA AIR/TRAVEL FOR GSMC				
				-505.60	31011572 443410	EX-GF-OUTREACH-TRAINING			
				228879	01/10/19-KD	01/25/2019			-1.00
Invoice: 01/10/19-KD					EX/CANVA/GRAPHIC				
				-1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228880	01/16/19-KD	01/25/2019			-1.00
Invoice: 01/16/19-KD					EX/CANVA/GRAPHIC				
				-1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228881	01/23/19	01/25/2019			-25.50
Invoice: 01/23/19					EX/WSF/TICKETS - DESIGN GUIDELINES OUTREACH				
				-25.50	31011572 542450	EX-GF-OUTREACH-ADV			
				228882	01/10/19-MH	01/25/2019			-107.18
Invoice: 01/10/19-MH					POL/OAK TABLE CAFE/WORKING LUNCH: STRATEGIC PLAN				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				-107.18	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				228883	01/02/19-RL	01/25/2019			-22.60
Invoice: 01/02/19-RL				-22.60	11011116 531100	CC/NAMETAG COUNTRY/DEPUTY MAYOR NAME TAG: ES COUNCIL - SUPPLIES			
				228884	01/06/19-RL	01/25/2019			-1,036.08
Invoice: 01/06/19-RL				-1,036.08	44011141 545000	FIN/PITNEY BOWES/POSTAGE MACHINE LEASE RENTS & LEASES - OPERATING			
				228885	01/16/19-RL-A	01/25/2019			-63.09
Invoice: 01/16/19-RL-A				-63.09	11011116 543100	CC/BROWN PAPER TICKETS/2019 KEDA ECON FORECAST COUNCIL-TRAVEL/MEALS/LODGING			
				228886	01/23/19-RL	01/25/2019			-107.72
Invoice: 01/23/19-RL				-107.72	11011116 543100	CC/EVENTBRITE/4TH PS GREEN INFRA SUMMIT : DEETS COUNCIL-TRAVEL/MEALS/LODGING			
				228887	01/04/19-JL	01/25/2019			-13.00
Invoice: 01/04/19-JL				-13.00	52011212 543100	POL/UNION SQUARE & GARAGE/PARKING FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			
				228888	01/09/19-JL	01/25/2019			-15.35
Invoice: 01/09/19-JL				-15.35	52011212 543100	POL/WSDOT FERRIES/DELIVER EVIDENCE TO LAB IN SEATT PD-INV-TRAVEL/MEALS/LODGING			
				228889	01/09/19-JL-A	01/25/2019			-15.35
Invoice: 01/09/19-JL-A				-15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY FROM SEATTLE PD-INV-TRAVEL/MEALS/LODGING			
				228890	01/12/19-JL	01/25/2019			-6.00
Invoice: 01/12/19-JL				-6.00	52011212 543100	POL/WSDOT/BRIDGE TOLL, P/UP EVIDENCE IN TACOMA PD-INV-TRAVEL/MEALS/LODGING			
				228891	01/11/19-JL	01/25/2019			-15.35
Invoice: 01/11/19-JL				-15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
				228892	01/18/19-JL	01/25/2019			-19.62
Invoice: 01/18/19-JL				-19.62	52011212 520000	POL/HILDEBRAND CLEANERS/REPLACE PATCHES ON CLASS A POLICE - C/E INVEST BENEFITS			
				228893	01/18/19-JL-A	01/25/2019			-15.35
Invoice: 01/18/19-JL-A				-15.35	52011212 543100	POL/WSDOT FERRIES/FERRY TO SEATTLE FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			
				228894	01/18/19-JL-B	01/25/2019			-15.35
Invoice: 01/18/19-JL-B				-15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
				228898	01/21/19-AL	01/25/2019			-100.00
Invoice: 01/21/19-AL						EX/ZEBRA TECH/VOLUNTEER ID CARD SOFTWARE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				-100.00	31011256 548500	EX-GF-EMERG PREP-SOFTWARE			
				228899	01/25/19-AL	01/25/2019			-350.00
Invoice: 01/25/19-AL						EX/WSU CONF MGMT/PARTNERS IN PREP CONF FEE			
				-350.00	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				228900	01/10/19-CL	01/25/2019			-15.98
Invoice: 01/10/19-CL						PCD/AMAZON/PICTURE HANGERS FOR DEPT			
				-15.98	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228901	01/10/19-CL-A	01/25/2019			-396.40
Invoice: 01/10/19-CL-A						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS X4			
				-396.40	63470586 544000	CUR-DEV-ZONING-ADV			
				228902	01/16/19-CL	01/25/2019			-20.61
Invoice: 01/16/19-CL						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS			
				-20.61	63470586 544000	CUR-DEV-ZONING-ADV			
				228903	01/03/19-EP	01/25/2019			-707.53
Invoice: 01/03/19-EP						AMAZON/DUMBBELLS AND WEIGHT BENCH			
				-707.53	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228904	01/16/19-EP	01/25/2019			-34.86
Invoice: 01/16/19-EP						POL/AMAZON/CAMERA BATTERIES			
				-34.86	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				228905	01/03/19-JR	01/25/2019			-66.21
Invoice: 01/03/19-JR						PCD/AMAZON/USB FLASH DRIVES			
				-66.21	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				228906	01/03/19-JR-A	01/25/2019			-21.09
Invoice: 01/03/19-JR-A						PCD/AMAZON/COAT RACK: TC			
				-21.09	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228907	01/04/19-JR	01/25/2019			-94.83
Invoice: 01/04/19-JR						PCD/ICC/CONCRET STUDY MANUAL			
				-94.83	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228908	01/10/19-JR	01/25/2019			-19.84
Invoice: 01/10/19-JR						PCD/AMAZON/GENERATION PRICED OUT, BOOK REF			
				-19.84	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				228909	01/16/19-JR	01/25/2019			-427.24
Invoice: 01/16/19-JR						PCD/ENGINEERSUPPLY/DRAFTING TABLE : GH			
				-427.24	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228910	01/22/19-JR	01/25/2019			-47.95
Invoice: 01/22/19-JR						PCD/AMAZON/CANON CAMERA BATTERY : AP			
				-47.95	65470597 531100	CODE - DEV OFFICE SUPPLIES			
				228911	01/02/19-JR	01/25/2019			-900.00
Invoice: 01/02/19-JR						PCD/STORAGE98110/ARCHIVE STORAGE UNIT RENTAL			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				-900.00	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
				228912	01/04/19-CS	01/25/2019			4.52
Invoice: 01/04/19-CS						POL/AMAZON/CREDIT ON PURCHASE (PRICE CHANGED)			
				4.52	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				228913	01/23/19-CS	01/25/2019			-168.56
Invoice: 01/23/19-CS						POL/STAPLES/CITIZENS' ACADEMY SUPPLIES			
				-168.56	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				228919	01/22/19-SW	01/25/2019			-50.00
Invoice: 01/22/19-SW						POL/NAT'L INTERNAL AFFAIRS INVEST ASSOC/ANNUAL DUE			
				-50.00	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
				228920	01/29/19-TG	01/25/2019			-94.31
Invoice: 01/29/19-TG						VIA ROSA/LUNCH FOR WELLNESS COMM MTG			
				-94.31	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228921	01/14/19-KB	01/25/2019			-45.00
Invoice: 01/14/19-KB						HR/CRAIGSLIST.ORG/JOB AD: MAINTENANCE TECH			
				-45.00	33011161 544000	HR-C/E-ADVERTISING			
				228922	01/25/19	01/25/2019			-45.00
Invoice: 01/25/19						HR/CRAIGSLIST.ORG/JOB AD: TREATMENT PLANT OP			
				-45.00	33011161 544000	HR-C/E-ADVERTISING			
				228923	01/07/19-SM	01/25/2019			-436.00
Invoice: 01/07/19-SM						IT/TABLEAU SOFTWARE/ANNAUL SOFTWARE MAINT - 2			
				-436.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
				228924	01/09/19-SM	01/25/2019			-81.30
Invoice: 01/09/19-SM						IT/AMAZON/PORTABLE GPS RECEIVER, USB			
				-81.30	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228925	01/11/19-SM	01/25/2019			-1,197.91
Invoice: 01/11/19-SM						IT/AMAZON/SURFACE LAPTOP - 1			
				-1,197.91	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228926	01/11/19-SM-A	01/25/2019			-172.53
Invoice: 01/11/19-SM-A						IT/AMAZON/LAPTOP CASE AND DOCK			
				-172.53	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228927	01/18/19-SM	01/25/2019			-19.00
Invoice: 01/18/19-SM						IT/ACUITY SCHEDULING/WEBSITE CALENDAR SCHED MTHLY			
				-19.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
				228928	01/23/19-SM	01/25/2019			-48.59
Invoice: 01/23/19-SM						IT/TIMEPARK INC/USB CONVERTER CABLE			
				-48.59	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228929	01/14/19-MS	01/25/2019			-80.41
Invoice: 01/14/19-MS						EX/WESTSIDE PIZZA/PIZZA (PD MEETING)			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
					-80.41	31011131	531100	EX-GF-SUPPLIES	
				228930	01/14/19-KJ	01/25/2019			-86.59
Invoice: 01/14/19-KJ						EX/THAT'S A SOME PIZZA/O&M LUNCH W/MORGAN			
					-86.59	31011131	531100	EX-GF-SUPPLIES	
				228931	01/17/19-KJ	01/25/2019			150.00
Invoice: 01/17/19-KJ						CC/BIMPRD/WARD MEETINGS			
					150.00	11011116	542450	COMMUNITY OUTREACH/PARTICIPA	
				228932	01/21/19-KJ	01/25/2019			-110.00
Invoice: 01/21/19-KJ						EXCC/IIMC/CLERK DUES (KELLY)			
					-110.00	36011143	549100	CLERK-DUES/SUBSCR/MEMBRSHPS	
				228933	01/03/19-KS	01/25/2019			-75.00
Invoice: 01/03/19-KS						FIN/CVENT/WFOA/WFOA MEMBERSHIP:KS			
					-75.00	41011141	549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS	
				228934	01/02/19-KG	01/25/2019			-1,000.00
Invoice: 01/02/19-KG						ENG/NWPWI EVENT/APWA DEV LEADERS TRAIN: HAMMER			
					-1,000.00	72111436	443410	ENG - ACCESS TRANS TRAINING	
				228935	01/02/19-KG-A	01/25/2019			-14.99
Invoice: 01/02/19-KG-A						ENG/RESERVATIONS.COM/ONLINE RES FEE: HAMMER			
					-14.99	72111436	443410	ENG - ACCESS TRANS TRAINING	
				228936	01/02/19-KG-B	01/25/2019			-157.97
Invoice: 01/02/19-KG-B						ENG/AMAZON/H20 RES SEDIMENT GUARD -PURPOSE PUMP			
					-157.97	72011322	531100	ENG - C/E PLANS SUPPLIES	
				228937	01/02/19-KG-C	01/25/2019			-350.34
Invoice: 01/02/19-KG-C						ENG/HOTEL RESERVATIONS/ISSAQUAH TRAINING: HAMMER			
					-350.34	72111436	443410	ENG - ACCESS TRANS TRAINING	
				228938	01/02/19-KG-D	01/25/2019			-203.12
Invoice: 01/02/19-KG-D						ENG/CCI HOTEL RES/ISSAQUAH TRAINING: HAMMER			
					-203.12	72111436	443410	ENG - ACCESS TRANS TRAINING	
				228939	12/26/18-KG	01/25/2019			-669.00
Invoice: 12/26/18-KG						ENG/ONSET COMPUTERS/H20 LEVEL LOGGER			
					-669.00	72411341	531100	ENG - WATER ADMIN SUPPLIES	
				228940	01/03/19	01/25/2019			-176.85
Invoice: 01/03/19						ENG/TUALIP/TRAINING: GRANT			
					-176.85	72011324	443410	ENG - C/E - TRAINING	
				228941	01/25/19-KG	01/25/2019			-87.20
Invoice: 01/25/19-KG						ENG/AMAZON/ROLLING FILE - OFFICE			
					-87.20	72011321	531100	ENG - C/E ADMIN SUPPLIES	
				228942	01/07/19-KG	01/25/2019			-20.00
Invoice: 01/07/19-KG						ENG/PAYPAL/ANNUAL CERT - WASTEWATER COLLEC PE ASSO			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
					-20.00	72011321 549100		ENG - C/E ADMIN MISCELLEANEOUS	
				228943	01/09/19-KG	01/25/2019			-17.43
Invoice: 01/09/19-KG						ENG/AMAZON/BLUE MARBLES - EDUCATION OUTREACH			
					-17.43	72011322 531100		ENG - C/E PLANS SUPPLIES	
				228944	01/09/19-KG-A	01/25/2019			-27.20
Invoice: 01/09/19-KG-A						ENG/BED BATH & BEYOND/EDU OUTREACH - FISH BOWLS			
					-27.20	72011322 531100		ENG - C/E PLANS SUPPLIES	
				228945	01/09/19-KG-B	01/25/2019			-91.81
Invoice: 01/09/19-KG-B						ENG/EVENTBRITE/EB 4TH ANNUAL PG: COLLIER			
					-91.81	72431831 443410		ENG - SSWM ADM TRAINING	
				228946	01/10/19-KG	01/25/2019			-357.48
Invoice: 01/10/19-KG						ENG/GREAT WOLF LODGE/DESIGN BUILD TRNG SUMMIT			
					-357.48	72111436 443410		ENG - ACCESS TRANS TRAINING	
				228947	01/12/19-KG	01/25/2019			-87.97
Invoice: 01/12/19-KG						ENG/GEMPLERS/HARD HATS FOR STAFF			
					-87.97	72011325 531100		ENG - C/E FACIL SUPPLIES	
				228948	01/14/19-KG	01/25/2019			-40.47
Invoice: 01/14/19-KG						ENG/FORESTRY SUPPLIERS/HARD HATS FOR STAFF			
					-40.47	72011325 531100		ENG - C/E FACIL SUPPLIES	
				228956	12/27/18-CK	01/25/2019			-1,625.00
Invoice: 12/27/18-CK						PW/GRAVITEC SYSTEM/FALL PROTECTION TRAINING			
					-1,625.00	73637891 443410		O&M-ALLOC ADM-TRAINING EXP	
				228957	12/28/18-CK	01/25/2019			-688.60
Invoice: 12/28/18-CK						PW/REDVECTOR/AC PROJECT MGR TRAINING			
					-688.60	73637891 443410		O&M-ALLOC ADM-TRAINING EXP	
				228958	01/07/19-CK	01/25/2019			-302.93
Invoice: 01/07/19-CK						PW/COSTCO/WATER			
					-302.93	73637891 531100		OFFICE SUPPLIES	
				228959	01/07/19-CK-A	01/25/2019			-42.00
Invoice: 01/07/19-CK-A						PW/GREEN RIVER/2019 WATERWORKS: CLAIBORNE			
					-42.00	73637892 549100		O&M-ALLOC-WTR-DUES/SUBSCR	
				228960	01/10/19-CK	01/25/2019			-400.00
Invoice: 01/10/19-CK						PW/GRCC/SD WASTEWATER TREATMENT CERT EXAP PREP			
					-400.00	73425358 443410		O&M-WWTP-TRAINING	
				228961	01/10/19-CK-A	01/25/2019			-75.75
Invoice: 01/10/19-CK-A						PW/AMAZON/RN- LEAD SUPPLIES			
					-75.75	73431835 531100		OFFICE SUPPLIES	
				228962	01/14/19-CK	01/25/2019			-16.34
Invoice: 01/14/19-CK						PW/ADOBE/PRO SUBSCRIPTIONS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				-16.34	73411345 549100	DUES/SUBSCRIPTIONS			
				228963	01/17/19-CK	01/25/2019			-2,695.00
			Invoice: 01/17/19-CK			PW/GRAVITEC SYSTEMS/DM - COMPETENT FALL TRNG			
				-2,695.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228964	01/24/19-CK	01/25/2019			-500.00
			Invoice: 01/24/19-CK			PW/NWPWI/RN - DEVELOPING LEADERS			
				-500.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
								CHECK 349805 TOTAL:	-27,640.98

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -27,640.98

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	27,640.98

*** GRAND TOTAL *** -27,640.98

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 96									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE				16,034.55
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			16,034.55	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE				817.53
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			817.53	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE				1,924.10
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			1,924.10	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE				1,925.93
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			1,925.93	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE				685.34
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			685.34	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE				5,853.53
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			5,853.53	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE				400.00
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			400.00	
02/13/2019	349805	021319			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			27,640.98	27,640.98
APP 631-130000					DUE TO/FROM CLEARING				21,787.45
02/13/2019	USBJAN19	021319							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			16,034.55	
02/13/2019	USBJAN19	021319							
APP 403-130000					DUE TO/FROM CLEARING			817.53	
02/13/2019	USBJAN19	021319							
APP 407-130000					DUE TO/FROM CLEARING			1,924.10	
02/13/2019	USBJAN19	021319							
APP 101-130000					STREETS - DUE TO/FROM CLEARING			1,925.93	
02/13/2019	USBJAN19	021319							
APP 401-130000					DUE TO/FROM CLEARING			685.34	
02/13/2019	USBJAN19	021319							
APP 402-130000					DUE TO/FROM CLEARING			400.00	
02/13/2019	USBJAN19	021319							

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
					SYSTEM GENERATED ENTRIES TOTAL			21,787.45	21,787.45
					JOURNAL 2019/02/96 TOTAL			49,428.43	49,428.43

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	96	02/13/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING	16,034.55	
001-213000					GENERAL - ACCOUNTS PAYABLE		16,034.55
					FUND TOTAL	16,034.55	16,034.55
101 STREET FUND	2019	2	96	02/13/2019			
101-130000					STREETS - DUE TO/FROM CLEARING	1,925.93	
101-213000					STREETS - ACCOUNTS PAYABLE		1,925.93
					FUND TOTAL	1,925.93	1,925.93
401 WATER OPERATING FUND	2019	2	96	02/13/2019			
401-130000					DUE TO/FROM CLEARING	685.34	
401-213000					ACCOUNTS PAYABLE		685.34
					FUND TOTAL	685.34	685.34
402 SEWER OPERATING FUND	2019	2	96	02/13/2019			
402-130000					DUE TO/FROM CLEARING	400.00	
402-213000					ACCOUNTS PAYABLE		400.00
					FUND TOTAL	400.00	400.00
403 STORM & SURFACE WATER FUND	2019	2	96	02/13/2019			
403-130000					DUE TO/FROM CLEARING	817.53	
403-213000					ACCOUNTS PAYABLE		817.53
					FUND TOTAL	817.53	817.53
407 BUILDING & DEVELOPMENT FUND	2019	2	96	02/13/2019			
407-130000					DUE TO/FROM CLEARING	1,924.10	
407-213000					ACCOUNTS PAYABLE		1,924.10
					FUND TOTAL	1,924.10	1,924.10
631 CLEARING FUND	2019	2	96	02/13/2019			
631-130000					DUE TO/FROM CLEARING		21,787.45
631-213000					ACCOUNTS PAYABLE		5,853.53
635-111100					CASH	27,640.98	
					FUND TOTAL	27,640.98	27,640.98

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,034.55
101	STREET FUND		1,925.93
401	WATER OPERATING FUND		685.34
402	SEWER OPERATING FUND		400.00
403	STORM & SURFACE WATER FUND		817.53
407	BUILDING & DEVELOPMENT FUND		1,924.10
631	CLEARING FUND	21,787.45	
	TOTAL	21,787.45	21,787.45

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/7/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349797	02/07/2019	PRTD	7179	BAINBRIDGE YOUTH SER	228834	Q4 2018	01/24/2019	M020719		10,167.00
Invoice: Q4 2018						EX/Q4 2018 OPERATING SUPPORT				
					10,167.00	31017526 54110000297	EX-BYS-YOUTH COUNS & JOB OPP			
								CHECK	349797 TOTAL:	10,167.00
349798	02/07/2019	PRTD	8890	BAINBRIDGE ISLAND JA	228833	Q4 2018	02/06/2019	M020719		7,996.23
Invoice: Q4 2018						EX/Q4 CULTURAL FUNDING - OPERATING S				
					7,996.23	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK	349798 TOTAL:	7,996.23
349799	02/07/2019	PRTD	650	YWCA-KITSAP COUNTY	228835	2901	12/31/2018	M020719		1,624.97
Invoice: 2901						EX/Q4 2018 PROGRAM SUPPORT				
					1,624.97	31017219 54110000297	EX-YWCA-ALIVE/DOM VIOLENCE			
								CHECK	349799 TOTAL:	1,624.97
						NUMBER OF CHECKS 3		*** CASH ACCOUNT TOTAL ***		19,788.20

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	19,788.20

*** GRAND TOTAL *** 19,788.20

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 70				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		19,788.20	
02/07/2019 M020719 020719	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			19,788.20
02/07/2019 M020719 020719	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		19,788.20	19,788.20
APP 631-130000	DUE TO/FROM CLEARING		19,788.20	
02/07/2019 M020719 020719				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			19,788.20
02/07/2019 M020719 020719				
	SYSTEM GENERATED ENTRIES TOTAL		19,788.20	19,788.20
	JOURNAL 2019/02/70 TOTAL		39,576.40	39,576.40

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	70	02/07/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		19,788.20
001-213000					GENERAL - ACCOUNTS PAYABLE	19,788.20	
					FUND TOTAL	19,788.20	19,788.20
631 CLEARING FUND	2019	2	70	02/07/2019			
631-130000					DUE TO/FROM CLEARING	19,788.20	
635-111100					CASH		19,788.20
					FUND TOTAL	19,788.20	19,788.20

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		19,788.20
631	CLEARING FUND	19,788.20	
	TOTAL	19,788.20	19,788.20

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW 2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
349800	02/13/2019	PRTD	8891 BAINBRIDGE ISLAND YO	228955	01/16/19	01/16/2019		M020819	1,550.00
Invoice: 01/16/19					EX/2018 CULTURAL FUNDING				
				1,550.00	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
						CHECK	349800	TOTAL:	1,550.00
349801	02/13/2019	PRTD	971 BAINBRIDGE ISLAND HI	228954	882/890	10/17/2018		M020819	7,000.00
Invoice: 882/890					EX/2018 CULTURAL FUNDING				
				7,000.00	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
						CHECK	349801	TOTAL:	7,000.00
349802	02/13/2019	PRTD	8894 BAINBRIDGE ISLAND TH	228953	Q1-4, 2018	01/10/2019		M020819	3,500.00
Invoice: Q1-4, 2018					EX/CULTURAL FUNDING				
				3,500.00	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
						CHECK	349802	TOTAL:	3,500.00
349803	02/13/2019	PRTD	1205 PUGET SOUND ENERGY	228868	CITY HALL - FEB 2019	02/01/2019		M020819	5,515.51
Invoice: CITY HALL - FEB 2019					CITY HALL - FEB 2019				
				5,515.51	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
						CHECK	349803	TOTAL:	5,515.51

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 17,565.51

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	17,565.51

*** GRAND TOTAL *** 17,565.51

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 93				
APP 001-213000 02/13/2019 M020819 020819	GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		17,565.51	
APP 635-111100 02/13/2019 M020819 020819	CASH AP CASH DISBURSEMENTS JOURNAL			17,565.51
	GENERAL LEDGER TOTAL		17,565.51	17,565.51
APP 631-130000 02/13/2019 M020819 020819	DUE TO/FROM CLEARING		17,565.51	
APP 001-130000 02/13/2019 M020819 020819	GENERAL - DUE TO/FROM CLEARING			17,565.51
	SYSTEM GENERATED ENTRIES TOTAL		17,565.51	17,565.51
	JOURNAL 2019/02/93 TOTAL		35,131.02	35,131.02

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	93	02/13/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		17,565.51
001-213000					GENERAL - ACCOUNTS PAYABLE	17,565.51	
					FUND TOTAL	17,565.51	17,565.51
631 CLEARING FUND	2019	2	93	02/13/2019			
631-130000					DUE TO/FROM CLEARING	17,565.51	
635-111100					CASH		17,565.51
					FUND TOTAL	17,565.51	17,565.51

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		17,565.51
631	CLEARING FUND	17,565.51	
	TOTAL	17,565.51	17,565.51

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
349804	02/13/2019	PRTD	7134 LANCE R BEINER TRUST	228853	12/31/18-CL-A	01/25/2019		USBJAN19	300.00
	Invoice: 12/31/18-CL-A				ISLAND FITNESS/WELLNESS COMM ACTIVITY - YOGA				
				300.00	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
						CHECK	349804 TOTAL:		300.00
349805	02/13/2019	PRTD	7314 US BANK	228840	12/26/18-JB	01/25/2019		USBJAN19	103.90
	Invoice: 12/26/18-JB				POL/ELLIOTT BAY MARINA/FUEL FOR M11				
				103.90	54025212 532000 MARINE - FUEL				
				228841	12/28/18-GC	01/25/2019		USBJAN19	775.00
	Invoice: 12/28/18-GC				PCD/APA/NATIONAL CONF REGISTRATION				
				775.00	61011584 443410 PCD - C/E ADM TRAINING				
				228842	12/26/18-KD	01/25/2019		USBJAN19	1.00
	Invoice: 12/26/18-KD				EX/CANVA/GRAPHIC				
				1.00	31011572 549900 EX-GF-OUTREACH-MISC				
				228843	12/29/18-KD	01/25/2019		USBJAN19	22.97
	Invoice: 12/29/18-KD				EX/FACEBOOK/ADVERTISING				
				22.97	31011572 443410 EX-GF-OUTREACH-TRAINING				
				228844	12/31/18-RL	01/25/2019		USBJAN19	35.00
	Invoice: 12/31/18-RL				CC/CVENT.COM/MRSC TRAINING WEBMINAR: DEETS/GALE				
				35.00	11011116 443410 COUNCIL - TRAINING				
				228845	12/31/18-AL	01/25/2019		USBJAN19	10.90
	Invoice: 12/31/18-AL				EX/AMAZON/CERT SUPPLIES				
				10.90	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228846	01/13/19-AL	01/25/2019		USBJAN19	15.25
	Invoice: 01/13/19-AL				EX/AMAZON/CERT SUPPLIES				
				15.25	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228847	01/03/19-AL	01/25/2019		USBJAN19	281.21
	Invoice: 01/03/19-AL				EX/AMAZON/CERT SUPPLIES				
				281.21	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228848	01/10/19-AL	01/25/2019		USBJAN19	12.32
	Invoice: 01/10/19-AL				EX/AMAZON/CERT SUPPLIES				
				12.32	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228849	01/11/19-AL	01/25/2019		USBJAN19	228.27
	Invoice: 01/11/19-AL				EX/AMAZON/CERT SUPPLIES				
				228.27	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228850	01/16/19-AL	01/25/2019		USBJAN19	10.91
	Invoice: 01/16/19-AL				EX/AMAZON/CERT SUPPLIES				
				10.91	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228851	01/16/19-AL-A	01/25/2019		USBJAN19	832.17

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 01/16/19-AL-A					EX/AMAZON/CERT SUPPLIES				
				832.17	31011256 531100 EX-GF-EMERG PREP-SUPPLIES				
				228852	12/31/18-CL	01/25/2019	USBJAN19		113.13
Invoice: 12/31/18-CL					WILDERNEST/WELLNESS COMM PRIZE				
				113.13	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				228854	12/31/18-TG	01/25/2019	USBJAN19		1,852.99
Invoice: 12/31/18-TG					CRT/COSTCO/COUGH - JURY ROOM				
				1,852.99	21011125 531100 COURT - SUPPLIES				
				228855	12/31/18-TG-A	01/25/2019	USBJAN19		28.32
Invoice: 12/31/18-TG-A					AMAZON/WRIST WEIGHTS				
				28.32	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				228856	12/31/18-TG-B	01/25/2019	USBJAN19		141.69
Invoice: 12/31/18-TG-B					AMAZON/NAIPO BACK/NECK MASSAGER				
				141.69	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				228857	12/31/18-TG-C	01/25/2019	USBJAN19		25.04
Invoice: 12/31/18-TG-C					AMAZON/UPOWEX RESISTANCE BANDS				
				25.04	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				228858	12/31/18-TG-D	01/25/2019	USBJAN19		167.86
Invoice: 12/31/18-TG-D					AMAZON/BAYOU DUMBBELLS				
				167.86	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				228859	12/20/18-SM	01/25/2019	USBJAN19		43.52
Invoice: 12/20/18-SM					IT/AMAZON/CELL PHONE COVERS				
				43.52	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				228860	12/21/18-SM	01/25/2019	USBJAN19		42.51
Invoice: 12/21/18-SM					IT/AMAZON/NETWORK SWITCH CABLE				
				42.51	81011881 535500 IT - C/E COMPUTER PARTS & EQ				
				228861	12/28/18-KG	01/25/2019	USBJAN19		359.37
Invoice: 12/28/18-KG					ENG/HOCKET & OLSEN/MARINE/CYCLE BATTERY				
				359.37	72431832 531100 ENG - SSWM PLAN SUPPLIES				
				228862	12/29/18-KG	01/25/2019	USBJAN19		180.05
Invoice: 12/29/18-KG					ENG/NEW PIG/SUMP SKIMMER				
				180.05	72431832 531100 ENG - SSWM PLAN SUPPLIES				
				228863	12/29/18-KG-A	01/25/2019	USBJAN19		110.55
Invoice: 12/29/18-KG-A					ENG/NEW PIG/STORM DRAIN FILTER				
				110.55	72431831 531100 ENG - SSWM ADM SUPPLIES				
				228864	01/03/19-KB	01/25/2019	USBJAN19		525.00
Invoice: 01/03/19-KB					EXCC/WMCA/ACADEMY AND CONF REGISTRATION				
				525.00	36011143 443410 CLERK-GF-TRAINING				
				228865	01/16/19-KB	01/25/2019	USBJAN19		1,400.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 01/16/19-KB				228866	01/23/19-CB	01/25/2019	USBJAN19		2,382.35
					EX/CC/BIMA/DEPOSIT FOR COUNCIL/MGMT TEAM RETREAT				
				700.00	31011131 541100 EX-GF-PROF SERVICES				
				700.00	11011116 541100 COUNCIL - PROF SERVICES				
Invoice: 01/23/19-CB									
					EX/CC/BIMA/FINAL PYMT FOR COUNCIL/MGMT TEAM RETREA				
				1,191.17	31011131 541100 EX-GF-PROF SERVICES				
				1,191.18	11011116 541100 COUNCIL - PROF SERVICES				
Invoice: 01/08/19-BB				228869	01/08/19-BB	01/25/2019	USBJAN19		-130.80
					POL/MSA SYSTEMS/CREDIT ON RETURN-RIBBON FOR VAULT				
				-130.80	51011191 531100 PD-C/E-PROP RM-SUPPLIES				
Invoice: 01/17/19-BB				228870	01/17/19-BB	01/25/2019	USBJAN19		223.24
					POL/AMAZON/EMERGENCY FLASHLIGHTS				
				223.24	53011560 531100 POLICE - C/E PATROL EP OFC SUP				
Invoice: 01/15/19-BB				228871	01/15/19-BB	01/25/2019	USBJAN19		241.66
					POL/WESTSIDE PIZZA/PIZZA FOR ALL-HANDS 1/16/19				
				241.66	53011212 443410 POLICE - C/E PATROL TRAINING				
Invoice: 01/17/19-BB-A				228872	01/17/19-BB-A	01/25/2019	USBJAN19		78.80
					POL/STAPLES,SILVERDALE/POCKET FOLDERS, FOIL CERTIF				
				78.80	51011211 53110000933 PD AWARDS GALA-SUPPLIES				
Invoice: 01/23/19-BB				228873	01/23/19-BB	01/25/2019	USBJAN19		96.74
					POL/RECOGNITION PLUS/KD MEMORIAL SERVICE AWARD				
				96.74	51011211 53110000933 PD AWARDS GALA-SUPPLIES				
Invoice: 01/10/19-GC				228874	01/10/19-GC	01/25/2019	USBJAN19		6.00
					PCD/T2 SYSTEMS/NORM DICKS BLDG - LUDTC & KPDF MTG				
				6.00	61011581 543100 PCD - C/E ADMIN TRAVEL EXPENSE				
Invoice: 01/04/19-GC				228875	01/04/19-GC	01/25/2019	USBJAN19		32.25
					PCD/YACHT CLUB BROILER/PLANNING DIRECTORS MTG				
				32.25	61011581 543100 PCD - C/E ADMIN TRAVEL EXPENSE				
Invoice: 01/04/19-KD				228876	01/04/19-KD	01/25/2019	USBJAN19		1.00
					EX/CANVA/GRAPHIC				
				1.00	31011572 549900 EX-GF-OUTREACH-MISC				
Invoice: 01/03/19-KD				228877	01/03/19-KD	01/25/2019	USBJAN19		505.60
					EX/ALASKA AIR/TRAVEL FOR GSMC				
				505.60	31011572 443410 EX-GF-OUTREACH-TRAINING				
Invoice: 01/10/19-KD				228879	01/10/19-KD	01/25/2019	USBJAN19		1.00
					EX/CANVA/GRAPHIC				
				1.00	31011572 549900 EX-GF-OUTREACH-MISC				
Invoice: 01/16/19-KD				228880	01/16/19-KD	01/25/2019	USBJAN19		1.00
					EX/CANVA/GRAPHIC				
				1.00	31011572 549900 EX-GF-OUTREACH-MISC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228881	01/23/19	01/25/2019		USBJAN19	25.50
Invoice: 01/23/19				25.50	31011572 542450	EX/WSF/TICKETS - DESIGN GUIDELINES OUTREACH EX-GF-OUTREACH-ADV			
				228882	01/10/19-MH	01/25/2019		USBJAN19	107.18
Invoice: 01/10/19-MH				107.18	51011211 543100	POL/OAK TABLE CAFE/WORKING LUNCH: STRATEGIC PLAN PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				228883	01/02/19-RL	01/25/2019		USBJAN19	22.60
Invoice: 01/02/19-RL				22.60	11011116 531100	CC/NAMETAG COUNTRY/DEPUTY MAYOR NAME TAG: ES COUNCIL - SUPPLIES			
				228884	01/06/19-RL	01/25/2019		USBJAN19	1,036.08
Invoice: 01/06/19-RL				1,036.08	44011141 545000	FIN/PITNEY BOWES/POSTAGE MACHINE LEASE RENTS & LEASES - OPERATING			
				228885	01/16/19-RL-A	01/25/2019		USBJAN19	63.09
Invoice: 01/16/19-RL-A				63.09	11011116 543100	CC/BROWN PAPER TICKETS/2019 KEDA ECON FORECAST COUNCIL-TRAVEL/MEALS/LODGING			
				228886	01/23/19-RL	01/25/2019		USBJAN19	107.72
Invoice: 01/23/19-RL				107.72	11011116 543100	CC/EVENTBRITE/4TH PS GREEN INFRA SUMMIT : DEETS COUNCIL-TRAVEL/MEALS/LODGING			
				228887	01/04/19-JL	01/25/2019		USBJAN19	13.00
Invoice: 01/04/19-JL				13.00	52011212 543100	POL/UNION SQUARE & GARAGE/PARKING FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			
				228888	01/09/19-JL	01/25/2019		USBJAN19	15.35
Invoice: 01/09/19-JL				15.35	52011212 543100	POL/WSDOT FERRIES/DELIVER EVIDENCE TO LAB IN SEATT PD-INV-TRAVEL/MEALS/LODGING			
				228889	01/09/19-JL-A	01/25/2019		USBJAN19	15.35
Invoice: 01/09/19-JL-A				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY FROM SEATTLE PD-INV-TRAVEL/MEALS/LODGING			
				228890	01/12/19-JL	01/25/2019		USBJAN19	6.00
Invoice: 01/12/19-JL				6.00	52011212 543100	POL/WSDOT/BRIDGE TOLL, P/UP EVIDENCE IN TACOMA PD-INV-TRAVEL/MEALS/LODGING			
				228891	01/11/19-JL	01/25/2019		USBJAN19	15.35
Invoice: 01/11/19-JL				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
				228892	01/18/19-JL	01/25/2019		USBJAN19	19.62
Invoice: 01/18/19-JL				19.62	52011212 520000	POL/HILDEBRAND CLEANERS/REPLACE PATCHES ON CLASS A POLICE - C/E INVEST BENEFITS			
				228893	01/18/19-JL-A	01/25/2019		USBJAN19	15.35
Invoice: 01/18/19-JL-A				15.35	52011212 543100	POL/WSDOT FERRIES/FERRY TO SEATTLE FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 01/18/19-JL-B				228894	01/18/19-JL-B	01/25/2019		USBJAN19	15.35
				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
Invoice: 01/21/19-AL				228898	01/21/19-AL	01/25/2019		USBJAN19	100.00
				100.00	31011256 548500	EX/ZEBRA TECH/VOLUNTEER ID CARD SOFTWARE EX-GF-EMERG PREP-SOFTWARE			
Invoice: 01/25/19-AL				228899	01/25/19-AL	01/25/2019		USBJAN19	350.00
				350.00	31011256 443410	EX/WSU CONF MGMT/PARTNERS IN PREP CONF FEE EX-GF-EMERG PREP-TRAINING			
Invoice: 01/10/19-CL				228900	01/10/19-CL	01/25/2019		USBJAN19	15.98
				15.98	62471591 531100	PCD/AMAZON/PICTURE HANGERS FOR DEPT BLDG - BLDG OFFICE SUPPLIES			
Invoice: 01/10/19-CL-A				228901	01/10/19-CL-A	01/25/2019		USBJAN19	396.40
				396.40	63470586 544000	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS X4 CUR-DEV-ZONING-ADV			
Invoice: 01/16/19-CL				228902	01/16/19-CL	01/25/2019		USBJAN19	20.61
				20.61	63470586 544000	PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS CUR-DEV-ZONING-ADV			
Invoice: 01/03/19-EP				228903	01/03/19-EP	01/25/2019		USBJAN19	707.53
				707.53	91029179 531100	AMAZON/DUMBBELLS AND WEIGHT BENCH GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 01/16/19-EP				228904	01/16/19-EP	01/25/2019		USBJAN19	34.86
				34.86	52011212 531100	POL/AMAZON/CAMERA BATTERIES POLICE - C/E INVEST SUPPLIES			
Invoice: 01/03/19-JR				228905	01/03/19-JR	01/25/2019		USBJAN19	66.21
				66.21	61011581 531100	PCD/AMAZON/USB FLASH DRIVES PCD - C/E ADMIN SUPPLIES			
Invoice: 01/03/19-JR-A				228906	01/03/19-JR-A	01/25/2019		USBJAN19	21.09
				21.09	62471591 531100	PCD/AMAZON/COAT RACK: TC BLDG - BLDG OFFICE SUPPLIES			
Invoice: 01/04/19-JR				228907	01/04/19-JR	01/25/2019		USBJAN19	94.83
				94.83	62471591 531100	PCD/ICC/CONCRET STUDY MANUAL BLDG - BLDG OFFICE SUPPLIES			
Invoice: 01/10/19-JR				228908	01/10/19-JR	01/25/2019		USBJAN19	19.84
				19.84	61011581 531100	PCD/AMAZON/GENERATION PRICED OUT, BOOK REF PCD - C/E ADMIN SUPPLIES			
Invoice: 01/16/19-JR				228909	01/16/19-JR	01/25/2019		USBJAN19	427.24
				427.24	62471591 531100	PCD/ENGINEERSUPPLY/DRAFTING TABLE : GH BLDG - BLDG OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 01/22/19-JR				228910	01/22/19-JR	01/25/2019	USBJAN19		47.95
				47.95	65470597 531100	PCD/AMAZON/CANON CAMERA BATTERY : AP CODE - DEV OFFICE SUPPLIES			
Invoice: 01/02/19-JR				228911	01/02/19-JR	01/25/2019	USBJAN19		900.00
				900.00	61470581 545000	PCD/STORAGE98110/ARCHIVE STORAGE UNIT RENTAL PCD - DEV ADMIN RENTS & LEASES			
Invoice: 01/04/19-CS				228912	01/04/19-CS	01/25/2019	USBJAN19		-4.52
				-4.52	51011211 53110000589	POL/AMAZON/CREDIT ON PURCHASE (PRICE CHANGED) PD-COMM OUTREACH-SUPPLIES			
Invoice: 01/23/19-CS				228913	01/23/19-CS	01/25/2019	USBJAN19		168.56
				168.56	51011211 53110000589	POL/STAPLES/CITIZENS' ACADEMY SUPPLIES PD-COMM OUTREACH-SUPPLIES			
Invoice: 01/22/19-SW				228919	01/22/19-SW	01/25/2019	USBJAN19		50.00
				50.00	52011212 549100	POL/NAT'L INTERNAL AFFAIRS INVEST ASSOC/ANNUAL DUE PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
Invoice: 01/29/19-TG				228920	01/29/19-TG	01/25/2019	USBJAN19		94.31
				94.31	91029179 531100	VIA ROSA/LUNCH FOR WELLNESS COMM MTG GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 01/14/19-KB				228921	01/14/19-KB	01/25/2019	USBJAN19		45.00
				45.00	33011161 544000	HR/CRAIGSLIST.ORG/JOB AD: MAINTENANCE TECH HR-C/E-ADVERTISING			
Invoice: 01/25/19				228922	01/25/19	01/25/2019	USBJAN19		45.00
				45.00	33011161 544000	HR/CRAIGSLIST.ORG/JOB AD: TREATMENT PLANT OP HR-C/E-ADVERTISING			
Invoice: 01/07/19-SM				228923	01/07/19-SM	01/25/2019	USBJAN19		436.00
				436.00	81011881 548500	IT/TABLEAU SOFTWARE/ANNAUL SOFTWARE MAINT - 2 IT - C/E COMPUTER SUPPORT			
Invoice: 01/09/19-SM				228924	01/09/19-SM	01/25/2019	USBJAN19		81.30
				81.30	81011881 535500	IT/AMAZON/PORTABLE GPS RECEIVER, USB IT - C/E COMPUTER PARTS & EQ			
Invoice: 01/11/19-SM				228925	01/11/19-SM	01/25/2019	USBJAN19		1,197.91
				1,197.91	81011881 535500	IT/AMAZON/SURFACE LAPTOP - 1 IT - C/E COMPUTER PARTS & EQ			
Invoice: 01/11/19-SM-A				228926	01/11/19-SM-A	01/25/2019	USBJAN19		172.53
				172.53	81011881 535500	IT/AMAZON/LAPTOP CASE AND DOCK IT - C/E COMPUTER PARTS & EQ			
Invoice: 01/18/19-SM				228927	01/18/19-SM	01/25/2019	USBJAN19		19.00
				19.00	81011881 548500	IT/ACUITY SCHEDULING/WEBSITE CALENDAR SCHED MTHLY IT - C/E COMPUTER SUPPORT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228928	01/23/19-SM	01/25/2019		USBJAN19	48.59
Invoice: 01/23/19-SM					IT/TIMEPARK INC/USB CONVERTER CABLE				
				48.59	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228929	01/14/19-MS	01/25/2019		USBJAN19	80.41
Invoice: 01/14/19-MS					EX/WESTSIDE PIZZA/PIZZA (PD MEETING)				
				80.41	31011131 531100	EX-GF-SUPPLIES			
				228930	01/14/19-KJ	01/25/2019		USBJAN19	86.59
Invoice: 01/14/19-KJ					EX/THAT'S A SOME PIZZA/O&M LUNCH W/MORGAN				
				86.59	31011131 531100	EX-GF-SUPPLIES			
				228931	01/17/19-KJ	01/25/2019		USBJAN19	-150.00
Invoice: 01/17/19-KJ					CC/BIMPRD/WARD MEETINGS				
				-150.00	11011116 542450	COMMUNITY OUTREACH/PARTICIPA			
				228932	01/21/19-KJ	01/25/2019		USBJAN19	110.00
Invoice: 01/21/19-KJ					EXCC/IIMC/CLERK DUES (KELLY)				
				110.00	36011143 549100	CLERK-DUES/SUBSCR/MEMBRSHPS			
				228933	01/03/19-KS	01/25/2019		USBJAN19	75.00
Invoice: 01/03/19-KS					FIN/CVENT/WFOA/WFOA MEMBERSHIP:KS				
				75.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				228934	01/02/19-KG	01/25/2019		USBJAN19	1,000.00
Invoice: 01/02/19-KG					ENG/NWPWI EVENT/APWA DEV LEADERS TRAIN: HAMMER				
				1,000.00	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228935	01/02/19-KG-A	01/25/2019		USBJAN19	14.99
Invoice: 01/02/19-KG-A					ENG/RESERVATIONS.COM/ONLINE RES FEE: HAMMER				
				14.99	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228936	01/02/19-KG-B	01/25/2019		USBJAN19	157.97
Invoice: 01/02/19-KG-B					ENG/AMAZON/H20 RES SEDIMENT GUARD -PURPOSE PUMP				
				157.97	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228937	01/02/19-KG-C	01/25/2019		USBJAN19	350.34
Invoice: 01/02/19-KG-C					ENG/HOTEL RESERVATIONS/ISSAQUAH TRAINING: HAMMER				
				350.34	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228938	01/02/19-KG-D	01/25/2019		USBJAN19	203.12
Invoice: 01/02/19-KG-D					ENG/CCI HOTEL RES/ISSAQUAH TRAINING: HAMMER				
				203.12	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228939	12/26/18-KG	01/25/2019		USBJAN19	669.00
Invoice: 12/26/18-KG					ENG/ONSET COMPUTERS/H20 LEVEL LOGGER				
				669.00	72411341 531100	ENG - WATER ADMIN SUPPLIES			
				228940	01/03/19	01/25/2019		USBJAN19	176.85
Invoice: 01/03/19					ENG/TUALIP/TRAINING: GRANT				
				176.85	72011324 443410	ENG - C/E - TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228941	01/25/19-KG	01/25/2019		USBJAN19	87.20
Invoice: 01/25/19-KG					ENG/AMAZON/ROLLING FILE - OFFICE				
				87.20	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				228942	01/07/19-KG	01/25/2019		USBJAN19	20.00
Invoice: 01/07/19-KG					ENG/PAYPAL/ANNUAL CERT - WASTEWATER COLLEC PE ASSO				
				20.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
				228943	01/09/19-KG	01/25/2019		USBJAN19	17.43
Invoice: 01/09/19-KG					ENG/AMAZON/BLUE MARBLES - EDUCATION OUTREACH				
				17.43	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228944	01/09/19-KG-A	01/25/2019		USBJAN19	27.20
Invoice: 01/09/19-KG-A					ENG/BED BATH & BEYOND/EDU OUTREACH - FISH BOWLS				
				27.20	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228945	01/09/19-KG-B	01/25/2019		USBJAN19	91.81
Invoice: 01/09/19-KG-B					ENG/EVENTBRITE/EB 4TH ANNUAL PG: COLLIER				
				91.81	72431831 443410	ENG - SSWM ADM TRAINING			
				228946	01/10/19-KG	01/25/2019		USBJAN19	357.48
Invoice: 01/10/19-KG					ENG/GREAT WOLF LODGE/DESIGN BUILD TRNG SUMMIT				
				357.48	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228947	01/12/19-KG	01/25/2019		USBJAN19	87.97
Invoice: 01/12/19-KG					ENG/GEMPLERS/HARD HATS FOR STAFF				
				87.97	72011325 531100	ENG - C/E FACIL SUPPLIES			
				228948	01/14/19-KG	01/25/2019		USBJAN19	40.47
Invoice: 01/14/19-KG					ENG/FORESTRY SUPPLIERS/HARD HATS FOR STAFF				
				40.47	72011325 531100	ENG - C/E FACIL SUPPLIES			
				228956	12/27/18-CK	01/25/2019		USBJAN19	1,625.00
Invoice: 12/27/18-CK					PW/GRAVITEC SYSTEM/FALL PROTECTION TRAINING				
				1,625.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228957	12/28/18-CK	01/25/2019		USBJAN19	688.60
Invoice: 12/28/18-CK					PW/REDVECTOR/AC PROJECT MGR TRAINING				
				688.60	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228958	01/07/19-CK	01/25/2019		USBJAN19	302.93
Invoice: 01/07/19-CK					PW/COSTCO/WATER				
				302.93	73637891 531100	OFFICE SUPPLIES			
				228959	01/07/19-CK-A	01/25/2019		USBJAN19	42.00
Invoice: 01/07/19-CK-A					PW/GREEN RIVER/2019 WATERWORKS: CLAIBORNE				
				42.00	73637892 549100	O&M-ALLOC-WTR-DUES/SUBSCR			
				228960	01/10/19-CK	01/25/2019		USBJAN19	400.00
Invoice: 01/10/19-CK					PW/GRCC/SD WASTEWATER TREATMENT CERT EXAP PREP				
				400.00	73425358 443410	O&M-WWTP-TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228961	01/10/19-CK-A	01/25/2019		USBJAN19	75.75
			Invoice: 01/10/19-CK-A			PW/AMAZON/RN- LEAD SUPPLIES			
				75.75	73431835 531100	OFFICE SUPPLIES			
				228962	01/14/19-CK	01/25/2019		USBJAN19	16.34
			Invoice: 01/14/19-CK			PW/ADOBE/PRO SUBSCRIPTIONS			
				16.34	73411345 549100	DUES/SUBSCRIPTIONS			
				228963	01/17/19-CK	01/25/2019		USBJAN19	2,695.00
			Invoice: 01/17/19-CK			PW/GRAVITEC SYSTEMS/DM - COMPETENT FALL TRNG			
				2,695.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228964	01/24/19-CK	01/25/2019		USBJAN19	500.00
			Invoice: 01/24/19-CK			PW/NWPWI/RN - DEVELOPING LEADERS			
				500.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
						CHECK 349805 TOTAL:			27,640.98
				NUMBER OF CHECKS 2		*** CASH ACCOUNT TOTAL ***			27,940.98

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	27,940.98

*** GRAND TOTAL *** 27,940.98

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 94									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			16,334.55	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				27,940.98
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			817.53	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			1,924.10	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			1,925.93	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			685.34	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			5,853.53	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			400.00	
02/13/2019	USBJAN19	021319			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			27,940.98	27,940.98
APP 631-130000					DUE TO/FROM CLEARING			22,087.45	
02/13/2019	USBJAN19	021319			GENERAL - DUE TO/FROM CLEARING				16,334.55
APP 001-130000					DUE TO/FROM CLEARING				817.53
02/13/2019	USBJAN19	021319			DUE TO/FROM CLEARING				1,924.10
APP 403-130000					STREETS - DUE TO/FROM CLEARING				1,925.93
02/13/2019	USBJAN19	021319			DUE TO/FROM CLEARING				685.34
APP 407-130000					DUE TO/FROM CLEARING				400.00
02/13/2019	USBJAN19	021319			SYSTEM GENERATED ENTRIES TOTAL			22,087.45	22,087.45
APP 101-130000									
02/13/2019	USBJAN19	021319							
APP 401-130000									
02/13/2019	USBJAN19	021319							
APP 402-130000									
02/13/2019	USBJAN19	021319							
					JOURNAL 2019/02/94 TOTAL			50,028.43	50,028.43

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	94	02/13/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		16,334.55
001-213000					GENERAL - ACCOUNTS PAYABLE	16,334.55	
					FUND TOTAL	16,334.55	16,334.55
101 STREET FUND	2019	2	94	02/13/2019			
101-130000					STREETS - DUE TO/FROM CLEARING		1,925.93
101-213000					STREETS - ACCOUNTS PAYABLE	1,925.93	
					FUND TOTAL	1,925.93	1,925.93
401 WATER OPERATING FUND	2019	2	94	02/13/2019			
401-130000					DUE TO/FROM CLEARING		685.34
401-213000					ACCOUNTS PAYABLE	685.34	
					FUND TOTAL	685.34	685.34
402 SEWER OPERATING FUND	2019	2	94	02/13/2019			
402-130000					DUE TO/FROM CLEARING		400.00
402-213000					ACCOUNTS PAYABLE	400.00	
					FUND TOTAL	400.00	400.00
403 STORM & SURFACE WATER FUND	2019	2	94	02/13/2019			
403-130000					DUE TO/FROM CLEARING		817.53
403-213000					ACCOUNTS PAYABLE	817.53	
					FUND TOTAL	817.53	817.53
407 BUILDING & DEVELOPMENT FUND	2019	2	94	02/13/2019			
407-130000					DUE TO/FROM CLEARING		1,924.10
407-213000					ACCOUNTS PAYABLE	1,924.10	
					FUND TOTAL	1,924.10	1,924.10
631 CLEARING FUND	2019	2	94	02/13/2019			
631-130000					DUE TO/FROM CLEARING	22,087.45	
631-213000					ACCOUNTS PAYABLE	5,853.53	
635-111100					CASH		27,940.98
					FUND TOTAL	27,940.98	27,940.98

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,334.55
101	STREET FUND		1,925.93
401	WATER OPERATING FUND		685.34
402	SEWER OPERATING FUND		400.00
403	STORM & SURFACE WATER FUND		817.53
407	BUILDING & DEVELOPMENT FUND		1,924.10
631	CLEARING FUND	22,087.45	
	TOTAL	22,087.45	22,087.45

** END OF REPORT - Generated by Khammy Wahaus **

Manual USB JAN19

KW
2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
349806	02/13/2019	PRTD	7314 US BANK	228840	12/26/18-JB	01/25/2019		USBJAN19	103.90
Invoice: 12/26/18-JB					POL/ELLIOTT BAY MARINA/FUEL FOR M11				
				103.90	54025212 532000	MARINE - FUEL			
				228841	12/28/18-GC	01/25/2019		USBJAN19	775.00
Invoice: 12/28/18-GC					PCD/APA/NATIONAL CONF REGISTRATION				
				775.00	61011584 443410	PCD - C/E ADM TRAINING			
				228842	12/26/18-KD	01/25/2019		USBJAN19	1.00
Invoice: 12/26/18-KD					EX/CANVA/GRAPHIC				
				1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228843	12/29/18-KD	01/25/2019		USBJAN19	22.97
Invoice: 12/29/18-KD					EX/FACEBOOK/ADVERTISING				
				22.97	31011572 443410	EX-GF-OUTREACH-TRAINING			
				228844	12/31/18-RL	01/25/2019		USBJAN19	35.00
Invoice: 12/31/18-RL					CC/CVENT.COM/MRSC TRAINING WEBMINAR: DEETS/GALE				
				35.00	11011116 443410	COUNCIL - TRAINING			
				228845	12/31/18-AL	01/25/2019		USBJAN19	10.90
Invoice: 12/31/18-AL					EX/AMAZON/CERT SUPPLIES				
				10.90	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228846	01/13/19-AL	01/25/2019		USBJAN19	15.25
Invoice: 01/13/19-AL					EX/AMAZON/CERT SUPPLIES				
				15.25	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228847	01/03/19-AL	01/25/2019		USBJAN19	281.21
Invoice: 01/03/19-AL					EX/AMAZON/CERT SUPPLIES				
				281.21	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228848	01/10/19-AL	01/25/2019		USBJAN19	12.32
Invoice: 01/10/19-AL					EX/AMAZON/CERT SUPPLIES				
				12.32	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228849	01/11/19-AL	01/25/2019		USBJAN19	228.27
Invoice: 01/11/19-AL					EX/AMAZON/CERT SUPPLIES				
				228.27	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228850	01/16/19-AL	01/25/2019		USBJAN19	10.91
Invoice: 01/16/19-AL					EX/AMAZON/CERT SUPPLIES				
				10.91	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228851	01/16/19-AL-A	01/25/2019		USBJAN19	832.17
Invoice: 01/16/19-AL-A					EX/AMAZON/CERT SUPPLIES				
				832.17	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				228852	12/31/18-CL	01/25/2019		USBJAN19	113.13
Invoice: 12/31/18-CL					WILDERNEST/WELLNESS COMM PRIZE				
				113.13	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				228854	12/31/18-TG	01/25/2019		USBJAN19	1,852.99
Invoice: 12/31/18-TG					CRT/COSTCO/COUGH - JURY ROOM				
				1,852.99	21011125 531100	COURT - SUPPLIES			
				228855	12/31/18-TG-A	01/25/2019		USBJAN19	28.32
Invoice: 12/31/18-TG-A					AMAZON/WRIST WEIGHTS				
				28.32	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228856	12/31/18-TG-B	01/25/2019		USBJAN19	141.69
Invoice: 12/31/18-TG-B					AMAZON/NAIPO BACK/NECK MASSAGER				
				141.69	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228857	12/31/18-TG-C	01/25/2019		USBJAN19	25.04
Invoice: 12/31/18-TG-C					AMAZON/UPOWEX RESISTANCE BANDS				
				25.04	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228858	12/31/18-TG-D	01/25/2019		USBJAN19	167.86
Invoice: 12/31/18-TG-D					AMAZON/BAYOU DUMBBELLS				
				167.86	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228859	12/20/18-SM	01/25/2019		USBJAN19	43.52
Invoice: 12/20/18-SM					IT/AMAZON/CELL PHONE COVERS				
				43.52	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228860	12/21/18-SM	01/25/2019		USBJAN19	42.51
Invoice: 12/21/18-SM					IT/AMAZON/NETWORK SWITCH CABLE				
				42.51	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228861	12/28/18-KG	01/25/2019		USBJAN19	359.37
Invoice: 12/28/18-KG					ENG/HOCKET & OLSEN/MARINE/CYCLE BATTERY				
				359.37	72431832 531100	ENG - SSWM PLAN SUPPLIES			
				228862	12/29/18-KG	01/25/2019		USBJAN19	180.05
Invoice: 12/29/18-KG					ENG/NEW PIG/SUMP SKIMMER				
				180.05	72431832 531100	ENG - SSWM PLAN SUPPLIES			
				228863	12/29/18-KG-A	01/25/2019		USBJAN19	110.55
Invoice: 12/29/18-KG-A					ENG/NEW PIG/STORM DRAIN FILTER				
				110.55	72431831 531100	ENG - SSWM ADM SUPPLIES			
				228864	01/03/19-KB	01/25/2019		USBJAN19	525.00
Invoice: 01/03/19-KB					EXCC/WMCA/ACADEMY AND CONF REGISTRATION				
				525.00	36011143 443410	CLERK-GF-TRAINING			
				228865	01/16/19-KB	01/25/2019		USBJAN19	1,400.00
Invoice: 01/16/19-KB					EX/CC/BIMA/DEPOSIT FOR COUNCIL/MGMT TEAM RETREAT				
				700.00	31011131 541100	EX-GF-PROF SERVICES			
				700.00	11011116 541100	COUNCIL - PROF SERVICES			
				228866	01/23/19-CB	01/25/2019		USBJAN19	2,382.35
Invoice: 01/23/19-CB					EX/CC/BIMA/FINAL PYMT FOR COUNCIL/MGMT TEAM RETREA				
				1,191.17	31011131 541100	EX-GF-PROF SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				1,191.18	11011116 541100	COUNCIL - PROF SERVICES			
				228869	01/08/19-BB	01/25/2019		USBJAN19	-130.80
Invoice: 01/08/19-BB						POL/MSA SYSTEMS/CREDIT ON RETURN-RIBBON FOR VAULT			
				-130.80	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
				228870	01/17/19-BB	01/25/2019		USBJAN19	223.24
Invoice: 01/17/19-BB						POL/AMAZON/EMERGENCY FLASHLIGHTS			
				223.24	53011560 531100	POLICE - C/E PATROL EP OFC SUP			
				228871	01/15/19-BB	01/25/2019		USBJAN19	241.66
Invoice: 01/15/19-BB						POL/WESTSIDE PIZZA/PIZZA FOR ALL-HANDS 1/16/19			
				241.66	53011212 443410	POLICE - C/E PATROL TRAINING			
				228872	01/17/19-BB-A	01/25/2019		USBJAN19	78.80
Invoice: 01/17/19-BB-A						POL/STAPLES,SILVERDALE/POCKET FOLDERS, FOIL CERTIF			
				78.80	51011211 53110000933	PD AWARDS GALA-SUPPLIES			
				228873	01/23/19-BB	01/25/2019		USBJAN19	96.74
Invoice: 01/23/19-BB						POL/RECOGNITION PLUS/KD MEMORIAL SERVICE AWARD			
				96.74	51011211 53110000933	PD AWARDS GALA-SUPPLIES			
				228874	01/10/19-GC	01/25/2019		USBJAN19	6.00
Invoice: 01/10/19-GC						PCD/T2 SYSTEMS/NORM DICKS BLDG - LUDTC & KPDF MTG			
				6.00	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				228875	01/04/19-GC	01/25/2019		USBJAN19	32.25
Invoice: 01/04/19-GC						PCD/YACHT CLUB BROILER/PLANNING DIRECTORS MTG			
				32.25	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				228876	01/04/19-KD	01/25/2019		USBJAN19	1.00
Invoice: 01/04/19-KD						EX/CANVA/GRAPHIC			
				1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228877	01/03/19-KD	01/25/2019		USBJAN19	505.60
Invoice: 01/03/19-KD						EX/ALASKA AIR/TRAVEL FOR GSMC			
				505.60	31011572 443410	EX-GF-OUTREACH-TRAINING			
				228879	01/10/19-KD	01/25/2019		USBJAN19	1.00
Invoice: 01/10/19-KD						EX/CANVA/GRAPHIC			
				1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228880	01/16/19-KD	01/25/2019		USBJAN19	1.00
Invoice: 01/16/19-KD						EX/CANVA/GRAPHIC			
				1.00	31011572 549900	EX-GF-OUTREACH-MISC			
				228881	01/23/19	01/25/2019		USBJAN19	25.50
Invoice: 01/23/19						EX/WSF/TICKETS - DESIGN GUIDELINES OUTREACH			
				25.50	31011572 542450	EX-GF-OUTREACH-ADV			
				228882	01/10/19-MH	01/25/2019		USBJAN19	107.18
Invoice: 01/10/19-MH						POL/OAK TABLE CAFE/WORKING LUNCH: STRATEGIC PLAN			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				107.18	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				228883	01/02/19-RL	01/25/2019		USBJAN19	22.60
Invoice: 01/02/19-RL				22.60	11011116 531100	CC/NAMETAG COUNTRY/DEPUTY MAYOR NAME TAG: ES COUNCIL - SUPPLIES			
				228884	01/06/19-RL	01/25/2019		USBJAN19	1,036.08
Invoice: 01/06/19-RL				1,036.08	44011141 545000	FIN/PITNEY BOWES/POSTAGE MACHINE LEASE RENTS & LEASES - OPERATING			
				228885	01/16/19-RL-A	01/25/2019		USBJAN19	63.09
Invoice: 01/16/19-RL-A				63.09	11011116 543100	CC/BROWN PAPER TICKETS/2019 KEDA ECON FORECAST COUNCIL-TRAVEL/MEALS/LODGING			
				228886	01/23/19-RL	01/25/2019		USBJAN19	107.72
Invoice: 01/23/19-RL				107.72	11011116 543100	CC/EVENTBRITE/4TH PS GREEN INFRA SUMMIT : DEETS COUNCIL-TRAVEL/MEALS/LODGING			
				228887	01/04/19-JL	01/25/2019		USBJAN19	13.00
Invoice: 01/04/19-JL				13.00	52011212 543100	POL/UNION SQUARE & GARAGE/PARKING FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			
				228888	01/09/19-JL	01/25/2019		USBJAN19	15.35
Invoice: 01/09/19-JL				15.35	52011212 543100	POL/WSDOT FERRIES/DELIVER EVIDENCE TO LAB IN SEATT PD-INV-TRAVEL/MEALS/LODGING			
				228889	01/09/19-JL-A	01/25/2019		USBJAN19	15.35
Invoice: 01/09/19-JL-A				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY FROM SEATTLE PD-INV-TRAVEL/MEALS/LODGING			
				228890	01/12/19-JL	01/25/2019		USBJAN19	6.00
Invoice: 01/12/19-JL				6.00	52011212 543100	POL/WSDOT/BRIDGE TOLL, P/UP EVIDENCE IN TACOMA PD-INV-TRAVEL/MEALS/LODGING			
				228891	01/11/19-JL	01/25/2019		USBJAN19	15.35
Invoice: 01/11/19-JL				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
				228892	01/18/19-JL	01/25/2019		USBJAN19	19.62
Invoice: 01/18/19-JL				19.62	52011212 520000	POL/HILDEBRAND CLEANERS/REPLACE PATCHES ON CLASS A POLICE - C/E INVEST BENEFITS			
				228893	01/18/19-JL-A	01/25/2019		USBJAN19	15.35
Invoice: 01/18/19-JL-A				15.35	52011212 543100	POL/WSDOT FERRIES/FERRY TO SEATTLE FOR INTERVIEW PD-INV-TRAVEL/MEALS/LODGING			
				228894	01/18/19-JL-B	01/25/2019		USBJAN19	15.35
Invoice: 01/18/19-JL-B				15.35	52011212 543100	POL/WSDOT FERRIES/RETURN FERRY PD-INV-TRAVEL/MEALS/LODGING			
				228898	01/21/19-AL	01/25/2019		USBJAN19	100.00
Invoice: 01/21/19-AL						EX/ZEBRA TECH/VOLUNTEER ID CARD SOFTWARE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				100.00	31011256 548500	EX-GF-EMERG PREP-SOFTWARE			
				228899	01/25/19-AL	01/25/2019		USBJAN19	350.00
Invoice: 01/25/19-AL						EX/WSU CONF MGMT/PARTNERS IN PREP CONF FEE			
				350.00	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				228900	01/10/19-CL	01/25/2019		USBJAN19	15.98
Invoice: 01/10/19-CL						PCD/AMAZON/PICTURE HANGERS FOR DEPT			
				15.98	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228901	01/10/19-CL-A	01/25/2019		USBJAN19	396.40
Invoice: 01/10/19-CL-A						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS X4			
				396.40	63470586 544000	CUR-DEV-ZONING-ADV			
				228902	01/16/19-CL	01/25/2019		USBJAN19	20.61
Invoice: 01/16/19-CL						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARDS			
				20.61	63470586 544000	CUR-DEV-ZONING-ADV			
				228903	01/03/19-EP	01/25/2019		USBJAN19	707.53
Invoice: 01/03/19-EP						AMAZON/DUMBBELLS AND WEIGHT BENCH			
				707.53	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228904	01/16/19-EP	01/25/2019		USBJAN19	34.86
Invoice: 01/16/19-EP						POL/AMAZON/CAMERA BATTERIES			
				34.86	52011212 531100	POLICE - C/E INVEST SUPPLIES			
				228905	01/03/19-JR	01/25/2019		USBJAN19	66.21
Invoice: 01/03/19-JR						PCD/AMAZON/USB FLASH DRIVES			
				66.21	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				228906	01/03/19-JR-A	01/25/2019		USBJAN19	21.09
Invoice: 01/03/19-JR-A						PCD/AMAZON/COAT RACK: TC			
				21.09	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228907	01/04/19-JR	01/25/2019		USBJAN19	94.83
Invoice: 01/04/19-JR						PCD/ICC/CONCRET STUDY MANUAL			
				94.83	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228908	01/10/19-JR	01/25/2019		USBJAN19	19.84
Invoice: 01/10/19-JR						PCD/AMAZON/GENERATION PRICED OUT, BOOK REF			
				19.84	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				228909	01/16/19-JR	01/25/2019		USBJAN19	427.24
Invoice: 01/16/19-JR						PCD/ENGINEERSUPPLY/DRAFTING TABLE : GH			
				427.24	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
				228910	01/22/19-JR	01/25/2019		USBJAN19	47.95
Invoice: 01/22/19-JR						PCD/AMAZON/CANON CAMERA BATTERY : AP			
				47.95	65470597 531100	CODE - DEV OFFICE SUPPLIES			
				228911	01/02/19-JR	01/25/2019		USBJAN19	900.00
Invoice: 01/02/19-JR						PCD/STORAGE98110/ARCHIVE STORAGE UNIT RENTAL			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				900.00	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
				228912	01/04/19-CS	01/25/2019		USBJAN19	-4.52
Invoice: 01/04/19-CS						POL/AMAZON/CREDIT ON PURCHASE (PRICE CHANGED)			
				-4.52	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				228913	01/23/19-CS	01/25/2019		USBJAN19	168.56
Invoice: 01/23/19-CS						POL/STAPLES/CITIZENS' ACADEMY SUPPLIES			
				168.56	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				228919	01/22/19-SW	01/25/2019		USBJAN19	50.00
Invoice: 01/22/19-SW						POL/NAT'L INTERNAL AFFAIRS INVEST ASSOC/ANNUAL DUE			
				50.00	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
				228920	01/29/19-TG	01/25/2019		USBJAN19	94.31
Invoice: 01/29/19-TG						VIA ROSA/LUNCH FOR WELLNESS COMM MTG			
				94.31	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				228921	01/14/19-KB	01/25/2019		USBJAN19	45.00
Invoice: 01/14/19-KB						HR/CRAIGSLIST.ORG/JOB AD: MAINTENANCE TECH			
				45.00	33011161 544000	HR-C/E-ADVERTISING			
				228922	01/25/19	01/25/2019		USBJAN19	45.00
Invoice: 01/25/19						HR/CRAIGSLIST.ORG/JOB AD: TREATMENT PLANT OP			
				45.00	33011161 544000	HR-C/E-ADVERTISING			
				228923	01/07/19-SM	01/25/2019		USBJAN19	436.00
Invoice: 01/07/19-SM						IT/TABLEAU SOFTWARE/ANNAUL SOFTWARE MAINT - 2			
				436.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
				228924	01/09/19-SM	01/25/2019		USBJAN19	81.30
Invoice: 01/09/19-SM						IT/AMAZON/PORTABLE GPS RECEIVER, USB			
				81.30	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228925	01/11/19-SM	01/25/2019		USBJAN19	1,197.91
Invoice: 01/11/19-SM						IT/AMAZON/SURFACE LAPTOP - 1			
				1,197.91	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228926	01/11/19-SM-A	01/25/2019		USBJAN19	172.53
Invoice: 01/11/19-SM-A						IT/AMAZON/LAPTOP CASE AND DOCK			
				172.53	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228927	01/18/19-SM	01/25/2019		USBJAN19	19.00
Invoice: 01/18/19-SM						IT/ACUITY SCHEDULING/WEBSITE CALENDAR SCHED MTHLY			
				19.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
				228928	01/23/19-SM	01/25/2019		USBJAN19	48.59
Invoice: 01/23/19-SM						IT/TIMEPARK INC/USB CONVERTER CABLE			
				48.59	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				228929	01/14/19-MS	01/25/2019		USBJAN19	80.41
Invoice: 01/14/19-MS						EX/WESTSIDE PIZZA/PIZZA (PD MEETING)			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				80.41	31011131 531100	EX-GF-SUPPLIES			
				228930	01/14/19-KJ	01/25/2019		USBJAN19	86.59
Invoice: 01/14/19-KJ						EX/THAT'S A SOME PIZZA/O&M LUNCH W/MORGAN			
				86.59	31011131 531100	EX-GF-SUPPLIES			
				228931	01/17/19-KJ	01/25/2019		USBJAN19	-150.00
Invoice: 01/17/19-KJ						CC/BIMPRD/WARD MEETINGS			
				-150.00	11011116 542450	COMMUNITY OUTREACH/PARTICIPA			
				228932	01/21/19-KJ	01/25/2019		USBJAN19	110.00
Invoice: 01/21/19-KJ						EXCC/IIMC/CLERK DUES (KELLY)			
				110.00	36011143 549100	CLERK-DUES/SUBSCR/MEMBRSHPS			
				228933	01/03/19-KS	01/25/2019		USBJAN19	75.00
Invoice: 01/03/19-KS						FIN/CVENT/WFOA/WFOA MEMBERSHIP:KS			
				75.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				228934	01/02/19-KG	01/25/2019		USBJAN19	1,000.00
Invoice: 01/02/19-KG						ENG/NWPWI EVENT/APWA DEV LEADERS TRAIN: HAMMER			
				1,000.00	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228935	01/02/19-KG-A	01/25/2019		USBJAN19	14.99
Invoice: 01/02/19-KG-A						ENG/RESERVATIONS.COM/ONLINE RES FEE: HAMMER			
				14.99	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228936	01/02/19-KG-B	01/25/2019		USBJAN19	157.97
Invoice: 01/02/19-KG-B						ENG/AMAZON/H20 RES SEDIMENT GUARD -PURPOSE PUMP			
				157.97	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228937	01/02/19-KG-C	01/25/2019		USBJAN19	350.34
Invoice: 01/02/19-KG-C						ENG/HOTEL RESERVATIONS/ISSAQUAH TRAINING: HAMMER			
				350.34	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228938	01/02/19-KG-D	01/25/2019		USBJAN19	203.12
Invoice: 01/02/19-KG-D						ENG/CCI HOTEL RES/ISSAQUAH TRAINING: HAMMER			
				203.12	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228939	12/26/18-KG	01/25/2019		USBJAN19	669.00
Invoice: 12/26/18-KG						ENG/ONSET COMPUTERS/H20 LEVEL LOGGER			
				669.00	72411341 531100	ENG - WATER ADMIN SUPPLIES			
				228940	01/03/19	01/25/2019		USBJAN19	176.85
Invoice: 01/03/19						ENG/TUALIP/TRAINING: GRANT			
				176.85	72011324 443410	ENG - C/E - TRAINING			
				228941	01/25/19-KG	01/25/2019		USBJAN19	87.20
Invoice: 01/25/19-KG						ENG/AMAZON/ROLLING FILE - OFFICE			
				87.20	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				228942	01/07/19-KG	01/25/2019		USBJAN19	20.00
Invoice: 01/07/19-KG						ENG/PAYPAL/ANNUAL CERT - WASTEWATER COLLEC PE ASSO			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				20.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
				228943	01/09/19-KG	01/25/2019		USBJAN19	17.43
Invoice: 01/09/19-KG						ENG/AMAZON/BLUE MARBLES - EDUCATION OUTREACH			
				17.43	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228944	01/09/19-KG-A	01/25/2019		USBJAN19	27.20
Invoice: 01/09/19-KG-A						ENG/BED BATH & BEYOND/EDU OUTREACH - FISH BOWLS			
				27.20	72011322 531100	ENG - C/E PLANS SUPPLIES			
				228945	01/09/19-KG-B	01/25/2019		USBJAN19	91.81
Invoice: 01/09/19-KG-B						ENG/EVENTBRITE/EB 4TH ANNUAL PG: COLLIER			
				91.81	72431831 443410	ENG - SSWM ADM TRAINING			
				228946	01/10/19-KG	01/25/2019		USBJAN19	357.48
Invoice: 01/10/19-KG						ENG/GREAT WOLF LODGE/DESIGN BUILD TRNG SUMMIT			
				357.48	72111436 443410	ENG - ACCESS TRANS TRAINING			
				228947	01/12/19-KG	01/25/2019		USBJAN19	87.97
Invoice: 01/12/19-KG						ENG/GEMPLERS/HARD HATS FOR STAFF			
				87.97	72011325 531100	ENG - C/E FACIL SUPPLIES			
				228948	01/14/19-KG	01/25/2019		USBJAN19	40.47
Invoice: 01/14/19-KG						ENG/FORESTRY SUPPLIERS/HARD HATS FOR STAFF			
				40.47	72011325 531100	ENG - C/E FACIL SUPPLIES			
				228956	12/27/18-CK	01/25/2019		USBJAN19	1,625.00
Invoice: 12/27/18-CK						PW/GRAVITEC SYSTEM/FALL PROTECTION TRAINING			
				1,625.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228957	12/28/18-CK	01/25/2019		USBJAN19	688.60
Invoice: 12/28/18-CK						PW/REDVECTOR/AC PROJECT MGR TRAINING			
				688.60	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228958	01/07/19-CK	01/25/2019		USBJAN19	302.93
Invoice: 01/07/19-CK						PW/COSTCO/WATER			
				302.93	73637891 531100	OFFICE SUPPLIES			
				228959	01/07/19-CK-A	01/25/2019		USBJAN19	42.00
Invoice: 01/07/19-CK-A						PW/GREEN RIVER/2019 WATERWORKS: CLAIBORNE			
				42.00	73637892 549100	O&M-ALLOC-WTR-DUES/SUBSCR			
				228960	01/10/19-CK	01/25/2019		USBJAN19	400.00
Invoice: 01/10/19-CK						PW/GRCC/SD WASTEWATER TREATMENT CERT EXAP PREP			
				400.00	73425358 443410	O&M-WWTP-TRAINING			
				228961	01/10/19-CK-A	01/25/2019		USBJAN19	75.75
Invoice: 01/10/19-CK-A						PW/AMAZON/RN- LEAD SUPPLIES			
				75.75	73431835 531100	OFFICE SUPPLIES			
				228962	01/14/19-CK	01/25/2019		USBJAN19	16.34
Invoice: 01/14/19-CK						PW/ADOBE/PRO SUBSCRIPTIONS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				16.34	73411345 549100	DUES/SUBSCRIPTIONS			
				228963	01/17/19-CK	01/25/2019		USBJAN19	2,695.00
Invoice: 01/17/19-CK						PW/GRAVITEC SYSTEMS/DM - COMPETENT FALL TRNG			
				2,695.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				228964	01/24/19-CK	01/25/2019		USBJAN19	500.00
Invoice: 01/24/19-CK						PW/NWPWI/RN - DEVELOPING LEADERS			
				500.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				229007	12/31/18-CL-A	01/25/2019		USBJAN19	300.00
Invoice: 12/31/18-CL-A						ISLAND FITNESS/WELLNESS COMM ACTIVITY			
				300.00	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
						CHECK 349806 TOTAL:			27,940.98

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 27,940.98

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	27,940.98

*** GRAND TOTAL *** 27,940.98

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 104				
APP 001-213000 02/13/2019 USBJAN19 USBANK	GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		16,334.55	
APP 635-111100 02/13/2019 USBJAN19 USBANK	CASH AP CASH DISBURSEMENTS JOURNAL			27,940.98
APP 403-213000 02/13/2019 USBJAN19 USBANK	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		817.53	
APP 407-213000 02/13/2019 USBJAN19 USBANK	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,924.10	
APP 101-213000 02/13/2019 USBJAN19 USBANK	STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,925.93	
APP 401-213000 02/13/2019 USBJAN19 USBANK	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		685.34	
APP 631-213000 02/13/2019 USBJAN19 USBANK	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,853.53	
APP 402-213000 02/13/2019 USBJAN19 USBANK	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		400.00	
	GENERAL LEDGER TOTAL		27,940.98	27,940.98
APP 631-130000 02/13/2019 USBJAN19 USBANK	DUE TO/FROM CLEARING		22,087.45	
APP 001-130000 02/13/2019 USBJAN19 USBANK	GENERAL - DUE TO/FROM CLEARING			16,334.55
APP 403-130000 02/13/2019 USBJAN19 USBANK	DUE TO/FROM CLEARING			817.53
APP 407-130000 02/13/2019 USBJAN19 USBANK	DUE TO/FROM CLEARING			1,924.10
APP 101-130000 02/13/2019 USBJAN19 USBANK	STREETS - DUE TO/FROM CLEARING			1,925.93
APP 401-130000 02/13/2019 USBJAN19 USBANK	DUE TO/FROM CLEARING			685.34
APP 402-130000 02/13/2019 USBJAN19 USBANK	DUE TO/FROM CLEARING			400.00
	SYSTEM GENERATED ENTRIES TOTAL		22,087.45	22,087.45
	JOURNAL 2019/02/104 TOTAL		50,028.43	50,028.43

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	104	02/13/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		16,334.55
001-213000				GENERAL - ACCOUNTS PAYABLE	16,334.55	
				FUND TOTAL	16,334.55	16,334.55
101 STREET FUND	2019	2	104	02/13/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		1,925.93
101-213000				STREETS - ACCOUNTS PAYABLE	1,925.93	
				FUND TOTAL	1,925.93	1,925.93
401 WATER OPERATING FUND	2019	2	104	02/13/2019		
401-130000				DUE TO/FROM CLEARING		685.34
401-213000				ACCOUNTS PAYABLE	685.34	
				FUND TOTAL	685.34	685.34
402 SEWER OPERATING FUND	2019	2	104	02/13/2019		
402-130000				DUE TO/FROM CLEARING		400.00
402-213000				ACCOUNTS PAYABLE	400.00	
				FUND TOTAL	400.00	400.00
403 STORM & SURFACE WATER FUND	2019	2	104	02/13/2019		
403-130000				DUE TO/FROM CLEARING		817.53
403-213000				ACCOUNTS PAYABLE	817.53	
				FUND TOTAL	817.53	817.53
407 BUILDING & DEVELOPMENT FUND	2019	2	104	02/13/2019		
407-130000				DUE TO/FROM CLEARING		1,924.10
407-213000				ACCOUNTS PAYABLE	1,924.10	
				FUND TOTAL	1,924.10	1,924.10
631 CLEARING FUND	2019	2	104	02/13/2019		
631-130000				DUE TO/FROM CLEARING	22,087.45	
631-213000				ACCOUNTS PAYABLE	5,853.53	
635-111100				CASH		27,940.98
				FUND TOTAL	27,940.98	27,940.98

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,334.55
101	STREET FUND		1,925.93
401	WATER OPERATING FUND		685.34
402	SEWER OPERATING FUND		400.00
403	STORM & SURFACE WATER FUND		817.53
407	BUILDING & DEVELOPMENT FUND		1,924.10
631	CLEARING FUND	22,087.45	
	TOTAL	22,087.45	22,087.45

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
349807	02/13/2019	PRTD	971 BAINBRIDGE ISLAND HI	229041	882/890-A	10/17/2018		M021319	7,500.00
	Invoice: 882/890-A					EX/2018 CULTURAL FUNDING			
				7,500.00	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
						CHECK 349807 TOTAL:			7,500.00
349808	02/13/2019	PRTD	5923 THE BLOEDEL RESERVE	229043	00134/00141	10/18/2018		M021319	14,081.91
	Invoice: 00134/00141					Q3 - 4 2018 LTAC			
				14,081.91	91140573 541100	GG-TOUR-PROF SERVICES			
						CHECK 349808 TOTAL:			14,081.91
349809	02/13/2019	PRTD	1205 PUGET SOUND ENERGY	228970	828JAN19	02/01/2019		M021319	168.72
	Invoice: 828JAN19					TAYLOR WELLS LID17 PHASE 1			
				168.72	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
				228971	IL3JAN19	02/01/2019		M021319	29.45
	Invoice: IL3JAN19					ROUNDABOUT HS/MADISON IMPR			
				29.45	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228972	647JAN19	02/01/2019		M021319	45.53
	Invoice: 647JAN19					STREET LIGHTS/TRAFFIC CONTR			
				45.53	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228973	ILJAN19	02/01/2019		M021319	107.32
	Invoice: ILJAN19					MADISON AVE SOUTH			
				107.32	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228974	285JAN19	02/01/2019		M021319	224.96
	Invoice: 285JAN19					SPS NORTHTOW/SPORTSMAN			
				224.96	91421355 547100	GG-SWR-ELECTRIC			
				228975	735JAN19	02/01/2019		M021319	71.66
	Invoice: 735JAN19					SHANNON DRIVE/WFP DOCK			
				71.66	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				228976	182JAN19	02/01/2019		M021319	56.91
	Invoice: 182JAN19					MUNICIPAL COURT - METER E6			
				56.91	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				228977	058JAN19	02/01/2019		M021319	44.74
	Invoice: 058JAN19					NE HIDDEN COVE-SHOP			
				44.74	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				228978	973JAN19	02/01/2019		M021319	122.51
	Invoice: 973JAN19					OC RESERVOIR LID17 PHASE 2			
				122.51	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
				228979	558JAN19	02/01/2019		M021319	2,734.78
	Invoice: 558JAN19					7315 NE HIDDEN COVE ROAD			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				2,734.78	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
				228980	336JAN19	02/01/2019	M021319		138.75
Invoice: 336JAN19						SLS-9 ISLAND TERRACE			
				138.75	91421355 547100	GG-SWR-ELECTRIC			
				228981	IL11JAN19	02/01/2019	M021319		20.87
Invoice: IL11JAN19						STREET LIGHTS WW MAD TO 305			
				20.87	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228982	520-330JAN19	02/01/2019	M021319		54.62
Invoice: 520-330JAN19						210 WINSLOW WAY E IRRIGATION			
				54.62	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				228983	823JAN19	02/01/2019	M021319		10.42
Invoice: 823JAN19						BRIAN DRIVE N/BOOTH EL PANEL			
				10.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				228984	682-B-JAN19	02/01/2019	M021319		28.72
Invoice: 682-B-JAN19						MUNIC PARKING LOT-MADISON/MADRONA			
				28.72	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228985	736JAN19	02/01/2019	M021319		81.73
Invoice: 736JAN19						SHANNON DRIVE/WFP RESTRM			
				81.73	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				228986	040-581JAN19	02/01/2019	M021319		159.59
Invoice: 040-581JAN19						3900 HALLS HILL ROAD PUMP			
				159.59	91421355 547100	GG-SWR-ELECTRIC			
				228987	884JAN19	02/01/2019	M021319		129.42
Invoice: 884JAN19						SLS FERRY TERMINAL			
				129.42	91421355 547100	GG-SWR-ELECTRIC			
				228988	111JAN19	02/01/2019	M021319		503.62
Invoice: 111JAN19						POLICE STATION - METER 2			
				503.62	91011215 547100	GG-C/E-PD-ELECTRIC			
				228989	717JAN19	02/01/2019	M021319		273.93
Invoice: 717JAN19						POLICE STATION - METER 1 (ORIGI)			
				273.93	91011215 547100	GG-C/E-PD-ELECTRIC			
				228990	520-374JAN19	02/01/2019	M021319		64.49
Invoice: 520-374JAN19						SIGNAL AT 108 OLUMPIC DR SE			
				64.49	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				228991	520-136JAN19	02/01/2019	M021319		4,297.48
Invoice: 520-136JAN19						HOB BOOSTER PUMP/WELL			
				4,297.48	91411345 547100	GG-WTR-ELECTRIC			
				228992	IL5JAN19	02/01/2019	M021319		99.70
Invoice: IL5JAN19						COMMODORE OFF HS @ OLYMPIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				99.70	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228993	021JAN19	02/01/2019		M021319	98.21
Invoice: 021JAN19						SLS-3 TREATMENT PLANT			
				98.21	91421355 547100	GG-SWR-ELECTRIC			
				228994	291JAN19	02/01/2019		M021319	14.31
Invoice: 291JAN19						HEAD OF TEH BAY WELL FIELD			
				14.31	91411345 547100	GG-WTR-ELECTRIC			
				228995	031JAN19	02/01/2019		M021319	134.62
Invoice: 031JAN19						SLS-6 LOVELL LOWER			
				134.62	91421355 547100	GG-SWR-ELECTRIC			
				228996	IL12JAN19	02/01/2019		M021319	73.11
Invoice: IL12JAN19						STREET LIGHTS WW 305-FRNCLFF			
				73.11	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				228997	573JAN19	02/01/2019		M021319	12.50
Invoice: 573JAN19						COMMODORE/HS RESERVOIR			
				12.50	91411345 547100	GG-WTR-ELECTRIC			
				228998	040-714JAN19	02/01/2019		M021319	10.42
Invoice: 040-714JAN19						7095 NE TWIN PONDS RD			
				10.42	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			
				228999	206JAN19	02/01/2019		M021319	441.31
Invoice: 206JAN19						4586 PIONT WHITE DRIVE NE			
				441.31	91421355 547100	GG-SWR-ELECTRIC			
				229000	256JAN19	02/01/2019		M021319	424.67
Invoice: 256JAN19						SLS-8 HWY 305/HARBORVIEW			
				424.67	91421355 547100	GG-SWR-ELECTRIC			
				229001	636JAN19	02/01/2019		M021319	90.95
Invoice: 636JAN19						SLS-7 WING POINT WAY			
				90.95	91421355 547100	GG-SWR-ELECTRIC			
				229002	888JAN19	02/01/2019		M021319	271.84
Invoice: 888JAN19						NE HIGH SCHOOL ROAD PUMP			
				271.84	91411345 547100	GG-WTR-ELECTRIC			
				229003	658JAN19	02/01/2019		M021319	63.39
Invoice: 658JAN19						SLS-4 IRENE/LOWER HAWLEY			
				63.39	91421355 547100	GG-SWR-ELECTRIC			
				229004	520-298JAN19	02/01/2019		M021319	324.88
Invoice: 520-298JAN19						SLS-5 WW/SUNDAY COVE			
				324.88	91421355 547100	GG-SWR-ELECTRIC			
				229008	640JAN19	02/01/2019		M021319	15.63
Invoice: 640JAN19						BRIAN DRIVE S/BOOTH EL PANEL			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				15.63	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				229009	983JAN19	02/01/2019	M021319		11.50
Invoice: 983JAN19						MILLER ROAD NE BEACON			
				11.50	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				229010	067JAN19	02/01/2019	M021319		10.42
Invoice: 067JAN19						MADISON PARKING LOT			
				10.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229011	IL7JAN19	02/01/2019	M021319		73.57
Invoice: IL7JAN19						MADISON PRJ HS TO WINSLOW II			
				73.57	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229012	466JAN19	02/01/2019	M021319		10.42
Invoice: 466JAN19						MADISON/HS RAINBRINGER			
				10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				229013	093JAN19	02/01/2019	M021319		2,802.86
Invoice: 093JAN19						FLETCHER BAY WELL FIELD			
				2,802.86	91411345 547100	GG-WTR-ELECTRIC			
				229014	444JAN19	02/01/2019	M021319		788.08
Invoice: 444JAN19						BI COMMONS			
				788.08	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
				229015	4616JAN19	02/01/2019	M021319		6,255.48
Invoice: 4616JAN19						WWTP - 1220 DONALD PLACE			
				6,255.48	91425358 547100	GG-WWTP-ELECTRIC			
				229016	WW&305JAN19	02/01/2019	M021319		510.80
Invoice: WW&305JAN19						WINSLOW WAY & 305			
				510.80	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				229017	831JAN19	02/01/2019	M021319		1,849.93
Invoice: 831JAN19						SANDS AVENUE NE WELL FIELD			
				1,849.93	91411345 547100	GG-WTR-ELECTRIC			
				229018	797JAN19	02/01/2019	M021319		224.39
Invoice: 797JAN19						MUNICIPAL COURT - METER E3			
				224.39	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
				229019	247JAN19	02/01/2019	M021319		33.93
Invoice: 247JAN19						SSWM/DECANT FACILITY			
				33.93	91435838 547100	GG-DECANT-ELECTRIC			
				229020	143JAN19	02/01/2019	M021319		10.42
Invoice: 143JAN19						REITAN ROAD/WELCOME TO BI			
				10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
				229021	IL1JAN19	02/01/2019	M021319		215.91
Invoice: IL1JAN19						ERCKSN/MDSN/WNSLW/KNCHTL			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				215.91	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229022	710JAN19	02/01/2019	M021319		296.79
Invoice: 710JAN19					SLS-2 VILLAGE CENTER				
				296.79	91421355 547100	GG-SWR-ELECTRIC			
				229023	893JAN19	02/01/2019	M021319		693.18
Invoice: 893JAN19					MUNICIPAL STREET LIGHTING - #LITES				
				693.18	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229024	040-751JAN19	02/01/2019	M021319		10.53
Invoice: 040-751JAN19					520 ERICKSEN AVENE PRV				
				10.53	91411345 547100	GG-WTR-ELECTRIC			
				229025	SPRINGJAN19	02/01/2019	M021319		50.97
Invoice: SPRINGJAN19					SPRINGRIDGE RD/HANSEN HILL				
				50.97	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229026	LYNCTRJAN19	02/01/2019	M021319		84.03
Invoice: LYNCTRJAN19					4238 LYNWOOD CENTER RD, BLOSSOM HILL				
				84.03	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229027	BKLYN&MADJAN19	02/01/2019	M021319		13.75
Invoice: BKLYN&MADJAN19					NEW BROOKLYN & MAD AVE-STREET LIGHT				
				13.75	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229028	2630-MADJAN19	02/01/2019	M021319		13.75
Invoice: 2630-MADJAN19					2360 MAD AVE N - E. ENTRNCE ST LGHT				
				13.75	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229029	MAD&ORDJAN19	02/01/2019	M021319		13.75
Invoice: MAD&ORDJAN19					MADISON AVE N, ORDWAY CROSS-ST LGHT				
				13.75	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229030	BKLYN&NTOWNJAN19	02/01/2019	M021319		13.75
Invoice: BKLYN&NTOWNJAN19					NEW BROOKLYN & N.TOWN-ST. LIGHT				
				13.75	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229031	WING&AZALEAJAN19	02/01/2019	M021319		11.33
Invoice: WING&AZALEAJAN19					WING POINT & AZALEA AVE NE-ST. LIGHT				
				11.33	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229032	W.OFMAD-PH1JAN19	02/01/2019	M021319		944.07
Invoice: W.OFMAD-PH1JAN19					W. OF MADISON-BAINBRIDGE CO PH1				
				944.07	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229033	E.OFMAD-PH2JAN19	02/01/2019	M021319		1,873.31
Invoice: E.OFMAD-PH2JAN19					E. OF MADISON-BAINBRIDGE CO PH2				
				1,873.31	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229034	MAD&H.S.JAN19	02/01/2019	M021319		43.65
Invoice: MAD&H.S.JAN19					MADISON AVE/H.S. AVE - ST LGHT				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				43.65	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
				229035	2681JAN19	02/01/2019		M021319	10.95
Invoice: 2681JAN19						WTRFRT PK EL PANEL #4			
				10.95	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				229036	2996JAN19	02/01/2019		M021319	21.76
Invoice: 2996JAN19						965 WEAVER RD NW			
				21.76	91411345 547100	GG-WTR-ELECTRIC			
				229037	3010JAN19	02/01/2019		M021319	10.64
Invoice: 3010JAN19						WTRFRT PK EL PANEL #3			
				10.64	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				229038	3028JAN19	02/01/2019		M021319	11.68
Invoice: 3028JAN19						WTRFRT PK EL PANEL #2			
				11.68	91011768 547100	GG-C/E-PARKS-ELECTRIC			
				229039	3044JAN19	02/01/2019		M021319	10.42
Invoice: 3044JAN19						278 WINSLOW WAY E #KIOSK			
				10.42	91011739 547100	COMM EVENTS-ELECTRICITY			
				229040	3051JAN19	02/01/2019		M021319	10.84
Invoice: 3051JAN19						WTRFT PK EL PANEL #1			
				10.84	91011768 547100	GG-C/E-PARKS-ELECTRIC			
						CHECK 349809 TOTAL:			28,382.62
				NUMBER OF CHECKS 3		*** CASH ACCOUNT TOTAL ***			49,964.53

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	49,964.53

*** GRAND TOTAL *** 49,964.53

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 105					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			12,425.46	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				49,964.53
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000	CIVIC IMPR - ACCOUNTS PAYABLE			14,081.91	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			9,572.44	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			5,067.77	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			8,783.02	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			33.93	
02/13/2019 M021319 021319	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			49,964.53	49,964.53
APP 631-130000	DUE TO/FROM CLEARING			49,964.53	
02/13/2019 M021319 021319					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				12,425.46
02/13/2019 M021319 021319					
APP 104-130000	CIVIC IMPR DUE TO/FROM CLEAR'G				14,081.91
02/13/2019 M021319 021319					
APP 401-130000	DUE TO/FROM CLEARING				9,572.44
02/13/2019 M021319 021319					
APP 101-130000	STREETS - DUE TO/FROM CLEARING				5,067.77
02/13/2019 M021319 021319					
APP 402-130000	DUE TO/FROM CLEARING				8,783.02
02/13/2019 M021319 021319					
APP 403-130000	DUE TO/FROM CLEARING				33.93
02/13/2019 M021319 021319					
	SYSTEM GENERATED ENTRIES TOTAL			49,964.53	49,964.53
	JOURNAL 2019/02/105 TOTAL			99,929.06	99,929.06

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	105	02/13/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		12,425.46
001-213000				GENERAL - ACCOUNTS PAYABLE	12,425.46	
				FUND TOTAL	12,425.46	12,425.46
101 STREET FUND	2019	2	105	02/13/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		5,067.77
101-213000				STREETS - ACCOUNTS PAYABLE	5,067.77	
				FUND TOTAL	5,067.77	5,067.77
104 CIVIC IMPROVEMENT FUND	2019	2	105	02/13/2019		
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		14,081.91
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	14,081.91	
				FUND TOTAL	14,081.91	14,081.91
401 WATER OPERATING FUND	2019	2	105	02/13/2019		
401-130000				DUE TO/FROM CLEARING		9,572.44
401-213000				ACCOUNTS PAYABLE	9,572.44	
				FUND TOTAL	9,572.44	9,572.44
402 SEWER OPERATING FUND	2019	2	105	02/13/2019		
402-130000				DUE TO/FROM CLEARING		8,783.02
402-213000				ACCOUNTS PAYABLE	8,783.02	
				FUND TOTAL	8,783.02	8,783.02
403 STORM & SURFACE WATER FUND	2019	2	105	02/13/2019		
403-130000				DUE TO/FROM CLEARING		33.93
403-213000				ACCOUNTS PAYABLE	33.93	
				FUND TOTAL	33.93	33.93
631 CLEARING FUND	2019	2	105	02/13/2019		
631-130000				DUE TO/FROM CLEARING	49,964.53	
635-111100				CASH		49,964.53
				FUND TOTAL	49,964.53	49,964.53

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		12,425.46
101	STREET FUND		5,067.77
104	CIVIC IMPROVEMENT FUND		14,081.91
401	WATER OPERATING FUND		9,572.44
402	SEWER OPERATING FUND		8,783.02
403	STORM & SURFACE WATER FUND		33.93
631	CLEARING FUND	49,964.53	
	TOTAL	49,964.53	49,964.53

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/14/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349810	02/14/2019	PRTD	4186	DMCJA	229088	2019-MCCULLOCH	02/14/2019		M021419	500.00
Invoice: 2019-MCCULLOCH						CRT/2019 DMCJA DUES - SM				
					500.00	21011125 549100	COURT-DUES/SUBSCR/MEMBERSHIPS			
								CHECK 349810 TOTAL:		500.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 500.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	500.00

*** GRAND TOTAL *** 500.00

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 112				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		500.00	
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			500.00
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		500.00	500.00
APP 631-130000	DUE TO/FROM CLEARING		500.00	
02/14/2019 M021419 021419				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			500.00
02/14/2019 M021419 021419				
	SYSTEM GENERATED ENTRIES TOTAL		500.00	500.00
	JOURNAL 2019/02/112 TOTAL		1,000.00	1,000.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	112	02/14/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		500.00
001-213000					GENERAL - ACCOUNTS PAYABLE	500.00	
					FUND TOTAL	500.00	500.00
631 CLEARING FUND	2019	2	112	02/14/2019			
631-130000					DUE TO/FROM CLEARING	500.00	
635-111100					CASH		500.00
					FUND TOTAL	500.00	500.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		500.00
631	CLEARING FUND	500.00	
	TOTAL	500.00	500.00

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/14/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
349811	02/14/2019	PRTD	1235	AT&T ONENET SERVICE	229059	1269546393	02/01/2019	M021419		.64
	Invoice: 1269546393						PCD/FAX LONG DIST FEB19			
					.64	91011189 542100	GG-C/E-CITY HALL-PHONE			
					229060	1269537926	02/01/2019	M021419		17.18
	Invoice: 1269537926						FIN/FAX LONG DIST FEB19			
					17.18	91011189 542100	GG-C/E-CITY HALL-PHONE			
									CHECK 349811 TOTAL:	17.82
349812	02/14/2019	PRTD	551	CENTURYLINK	229047	1745FEB19	02/02/2019	M021419		50.01
	Invoice: 1745FEB19						C.H. ELEVATOR SVC LINE			
					50.01	91011189 542100	GG-C/E-CITY HALL-PHONE			
					229048	5211FEB19	02/02/2019	M021419		188.16
	Invoice: 5211FEB19						POL PHONE SVC			
					188.16	91011215 542100	GG-C/E-PD-PHONE			
					229049	3736FEB19	02/02/2019	M021419		104.10
	Invoice: 3736FEB19						C.H. FIRE ALARM MONITORING			
					104.10	91011189 542100	GG-C/E-CITY HALL-PHONE			
					229050	9136FEB19	02/02/2019	M021419		142.23
	Invoice: 9136FEB19						C.H. SECURITY ALARM MONITORING			
					142.23	91011189 542100	GG-C/E-CITY HALL-PHONE			
					229051	8731FEB19	02/02/2019	M021419		60.98
	Invoice: 8731FEB19						COMMONS FIRE ALARM MONITORING			
					60.98	91011755 542100	GG-C/E-COMMONS-PHONE			
					229052	0456FEB19	02/02/2019	M021419		69.99
	Invoice: 0456FEB19						VILLAGE SEWER PUMP TELEM			
					69.99	91421891 542100	GG-SWR-FAC-PHONE			
					229053	9840FEB19	02/02/2019	M021419		50.35
	Invoice: 9840FEB19						HEAD OF BAY WELL TELE			
					50.35	91411891 542100	GG-WTR-FAC-PHONE			
					229054	9791FEB19	02/02/2019	M021419		137.80
	Invoice: 9791FEB19						POL T.I. MANDUS TELEM			
					137.80	91011215 542100	GG-C/E-PD-PHONE			
					229055	0754FEB19	02/02/2019	M021419		72.94
	Invoice: 0754FEB19						FLETCHER BAY WELL TELEM			
					72.94	91411891 542100	GG-WTR-FAC-PHONE			
					229056	9858FEB19	02/02/2019	M021419		50.35
	Invoice: 9858FEB19						SANDS AVE WELL TELEM			
					50.35	91411891 542100	GG-WTR-FAC-PHONE			
					229057	0225FEB19	02/02/2019	M021419		104.10

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 0225FEB19					O & M FIRE ALARM MONITORING				
					104.10	91011897 542100 GG-C/E-O&M YARD FAC-PHONE				
					229058	5996FEB19	02/02/2019	M021419		81.92
	Invoice: 5996FEB19					E-PHONE @ WFP DOCK				
					81.92	91011757 542100 GG-GF-WFP DOCK-PHONE				
								CHECK 349812 TOTAL:		1,112.93
349813	02/14/2019	PRTD	102	CITY OF BAINBRIDGE I	229087	RETREQ7-782	01/24/2019	21800076 M021419		1,188.05
	Invoice: RETREQ7-782					VILLAGE PUMP STATION REPLACE				
					1,188.05	72423434 66300000782 VILLAGE PUMP STATION-CONSTR				
								CHECK 349813 TOTAL:		1,188.05
349814	02/14/2019	PRTD	5262	LIDEN LAND DEV & EXC	229086	PAYREQ7-782	01/24/2019	21800076 M021419		24,711.44
	Invoice: PAYREQ7-782					VILLAGE PUMP STATION REPLACE				
					24,711.44	72423434 66300000782 VILLAGE PUMP STATION-CONSTR				
								CHECK 349814 TOTAL:		24,711.44
349815	02/14/2019	PRTD	1485	VERIZON WIRELESS	229061	9823373615	02/01/2019	M021419		5,572.58
	Invoice: 9823373615					JAN19 CITY WIDE CELLPHONE SVC				
					5,572.58	91011189 542100 GG-C/E-CITY HALL-PHONE				
								CHECK 349815 TOTAL:		5,572.58
						NUMBER OF CHECKS 5		*** CASH ACCOUNT TOTAL ***		32,602.82

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	32,602.82

*** GRAND TOTAL *** 32,602.82

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 119					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			6,459.70	
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				32,602.82
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			25,969.48	
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000	ACCOUNTS PAYABLE			173.64	
02/14/2019 M021419 021419	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			32,602.82	32,602.82
APP 631-130000	DUE TO/FROM CLEARING			32,602.82	
02/14/2019 M021419 021419					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				6,459.70
02/14/2019 M021419 021419					
APP 402-130000	DUE TO/FROM CLEARING				25,969.48
02/14/2019 M021419 021419					
APP 401-130000	DUE TO/FROM CLEARING				173.64
02/14/2019 M021419 021419					
	SYSTEM GENERATED ENTRIES TOTAL			32,602.82	32,602.82
	JOURNAL 2019/02/119 TOTAL			65,205.64	65,205.64

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	119	02/14/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		6,459.70
001-213000					GENERAL - ACCOUNTS PAYABLE	6,459.70	
					FUND TOTAL	6,459.70	6,459.70
401 WATER OPERATING FUND	2019	2	119	02/14/2019			
401-130000					DUE TO/FROM CLEARING		173.64
401-213000					ACCOUNTS PAYABLE	173.64	
					FUND TOTAL	173.64	173.64
402 SEWER OPERATING FUND	2019	2	119	02/14/2019			
402-130000					DUE TO/FROM CLEARING		25,969.48
402-213000					ACCOUNTS PAYABLE	25,969.48	
					FUND TOTAL	25,969.48	25,969.48
631 CLEARING FUND	2019	2	119	02/14/2019			
631-130000					DUE TO/FROM CLEARING	32,602.82	
635-111100					CASH		32,602.82
					FUND TOTAL	32,602.82	32,602.82

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,459.70
401	WATER OPERATING FUND		173.64
402	SEWER OPERATING FUND		25,969.48
631	CLEARING FUND	32,602.82	
	TOTAL	32,602.82	32,602.82

** END OF REPORT - Generated by Khammy Wahaus **

Manual
KW
2/15/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
349816	02/15/2019	PRTD	47 BAINBRIDGE DISPOSAL	229120	0000832864	01/31/2019		M021419	268.37
	Invoice: 0000832864					SEN CTR - COMMONS GARBAGE SVC			
					268.37 91011755 547900	GG-C/E-COMMONS-GARBAGE			
						CHECK 349816 TOTAL:			268.37
349817	02/15/2019	PRTD	103 CITY OF BAINBRIDGE I	229121	21900030	02/08/2019		M021419	120.98
	Invoice: 21900030					PW/JAN 2019 WELL USE			
					28.16 73111290 547500	O&M-STREET-ADM OH-CITY WTR/SWR			
					34.42 73421355 547500	O&M-SWR-CITY WATER/SEWER BILL			
					58.40 73431835 547500	O&M-SSWM MAINT-CITY WTR/SWR			
						CHECK 349817 TOTAL:			120.98
					NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			389.35

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	389.35

*** GRAND TOTAL *** 389.35

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 125									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			268.37	
02/15/2019 M021419		021419			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				389.35
02/15/2019 M021419		021419			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			28.16	
02/15/2019 M021419		021419			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			34.42	
02/15/2019 M021419		021419			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			58.40	
02/15/2019 M021419		021419			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			389.35	389.35
APP 631-130000					DUE TO/FROM CLEARING			389.35	
02/15/2019 M021419		021419			GENERAL - DUE TO/FROM CLEARING				268.37
APP 001-130000					STREETS - DUE TO/FROM CLEARING				28.16
02/15/2019 M021419		021419			DUE TO/FROM CLEARING				34.42
APP 101-130000					DUE TO/FROM CLEARING				58.40
02/15/2019 M021419		021419							
APP 402-130000									
02/15/2019 M021419		021419							
APP 403-130000									
02/15/2019 M021419		021419							
					SYSTEM GENERATED ENTRIES TOTAL			389.35	389.35
					JOURNAL 2019/02/125 TOTAL			778.70	778.70

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	125	02/15/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		268.37
001-213000				GENERAL - ACCOUNTS PAYABLE	268.37	
				FUND TOTAL	268.37	268.37
101 STREET FUND	2019	2	125	02/15/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		28.16
101-213000				STREETS - ACCOUNTS PAYABLE	28.16	
				FUND TOTAL	28.16	28.16
402 SEWER OPERATING FUND	2019	2	125	02/15/2019		
402-130000				DUE TO/FROM CLEARING		34.42
402-213000				ACCOUNTS PAYABLE	34.42	
				FUND TOTAL	34.42	34.42
403 STORM & SURFACE WATER FUND	2019	2	125	02/15/2019		
403-130000				DUE TO/FROM CLEARING		58.40
403-213000				ACCOUNTS PAYABLE	58.40	
				FUND TOTAL	58.40	58.40
631 CLEARING FUND	2019	2	125	02/15/2019		
631-130000				DUE TO/FROM CLEARING	389.35	
635-111100				CASH		389.35
				FUND TOTAL	389.35	389.35

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		268.37
101	STREET FUND		28.16
402	SEWER OPERATING FUND		34.42
403	STORM & SURFACE WATER FUND		58.40
631	CLEARING FUND	389.35	
	TOTAL	389.35	389.35

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
2/15/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349818	02/15/2019	PRTD	1205	PUGET SOUND ENERGY	229129	3319JAN19	02/06/2019		M021519	34.50
	Invoice: 3319JAN19					PW/CASEY ST WATER METER				
					34.50	73416345 547100	CASEY STREET WTR-ELECTRICITY			
					229130	9932JAN19	02/06/2019		M021519	10.42
	Invoice: 9932JAN19					184 WINSLOW WAY E				
					10.42	91011739 547100	COMM EVENTS-ELECTRICITY			
								CHECK 349818 TOTAL:		44.92

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 44.92

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	44.92

*** GRAND TOTAL *** 44.92

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 127									
APP 401-213000					ACCOUNTS PAYABLE			34.50	
02/15/2019	M021519	021519			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				44.92
02/15/2019	M021519	021519			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			10.42	
02/15/2019	M021519	021519			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			44.92	44.92
APP 631-130000					DUE TO/FROM CLEARING			44.92	
02/15/2019	M021519	021519							
APP 401-130000					DUE TO/FROM CLEARING				34.50
02/15/2019	M021519	021519							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				10.42
02/15/2019	M021519	021519							
					SYSTEM GENERATED ENTRIES TOTAL			44.92	44.92
					JOURNAL 2019/02/127 TOTAL			89.84	89.84

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	127	02/15/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		10.42
001-213000				GENERAL - ACCOUNTS PAYABLE	10.42	
				FUND TOTAL	10.42	10.42
401 WATER OPERATING FUND	2019	2	127	02/15/2019		
401-130000				DUE TO/FROM CLEARING		34.50
401-213000				ACCOUNTS PAYABLE	34.50	
				FUND TOTAL	34.50	34.50
631 CLEARING FUND	2019	2	127	02/15/2019		
631-130000				DUE TO/FROM CLEARING	44.92	
635-111100				CASH		44.92
				FUND TOTAL	44.92	44.92

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		10.42
401	WATER OPERATING FUND		34.50
631	CLEARING FUND	44.92	
	TOTAL	44.92	44.92

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
2/15/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349819	02/15/2019	PRTD	5890	SEALEVEL BULKHEAD BU 229141	PAYREQ1-952		02/14/2019	M021519		73,111.75
	Invoice: PAYREQ1-952					ENG/EMERGENCY WORK - MANITOU PARK BLVD				
					73,111.75	72111421 54810000952 MANITOU PARK RD-REPAIRS				
								CHECK 349819 TOTAL:		73,111.75
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	73,111.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	73,111.75

*** GRAND TOTAL *** 73,111.75

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 133				
APP 101-213000	STREETS - ACCOUNTS PAYABLE		73,111.75	
02/15/2019 M021519 021519	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			73,111.75
02/15/2019 M021519 021519	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		73,111.75	73,111.75
APP 631-130000	DUE TO/FROM CLEARING		73,111.75	
02/15/2019 M021519 021519				
APP 101-130000	STREETS - DUE TO/FROM CLEARING			73,111.75
02/15/2019 M021519 021519				
	SYSTEM GENERATED ENTRIES TOTAL		73,111.75	73,111.75
	JOURNAL 2019/02/133 TOTAL		146,223.50	146,223.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 STREET FUND	2019	2	133	02/15/2019			
101-130000					STREETS - DUE TO/FROM CLEARING		73,111.75
101-213000					STREETS - ACCOUNTS PAYABLE	73,111.75	
					FUND TOTAL	73,111.75	73,111.75
631 CLEARING FUND	2019	2	133	02/15/2019			
631-130000					DUE TO/FROM CLEARING	73,111.75	
635-111100					CASH		73,111.75
					FUND TOTAL	73,111.75	73,111.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
101	STREET FUND		73,111.75
631	CLEARING FUND	73,111.75	
	TOTAL	73,111.75	73,111.75

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
2/20/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349820	02/20/2019	PRTD	5262	LIDEN LAND DEV & EXC	229198	PAYREQFINALREV-783	02/19/2019		M021919	33,149.91
Invoice: PAYREQFINALREV-783						ENG/NEW BROOKLYN GRAVITY SEWER				
					33,149.91	72423434 66300000783 NB/N TOWN WOODS PUMP-CONSTR				
								CHECK 349820 TOTAL:		33,149.91

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 33,149.91

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	33,149.91

*** GRAND TOTAL *** 33,149.91

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 178									
APP 402-213000					ACCOUNTS PAYABLE			33,149.91	
02/20/2019 M021919		021919			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				33,149.91
02/20/2019 M021919		021919			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			33,149.91	33,149.91
APP 631-130000					DUE TO/FROM CLEARING			33,149.91	
02/20/2019 M021919		021919							
APP 402-130000					DUE TO/FROM CLEARING				33,149.91
02/20/2019 M021919		021919							
					SYSTEM GENERATED ENTRIES TOTAL			33,149.91	33,149.91
					JOURNAL 2019/02/178 TOTAL			66,299.82	66,299.82

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
402 SEWER OPERATING FUND	2019	2	178	02/20/2019				
402-130000					DUE TO/FROM CLEARING			33,149.91
402-213000					ACCOUNTS PAYABLE		33,149.91	
						FUND TOTAL	33,149.91	33,149.91
631 CLEARING FUND	2019	2	178	02/20/2019				
631-130000					DUE TO/FROM CLEARING		33,149.91	
635-111100					CASH			33,149.91
						FUND TOTAL	33,149.91	33,149.91

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
402	SEWER OPERATING FUND		33,149.91
631	CLEARING FUND	33,149.91	
	TOTAL	33,149.91	33,149.91

** END OF REPORT - Generated by Khammy Wahaus **

Regular
KW
2/20/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
349821	02/27/2019	PRTD	5	ACE HARDWARE	229090	42873/1	02/06/2019		02/24/19	76.08
Invoice: 42873/1							PW/KEYS			
					76.08	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					229091	42862/1	02/06/2019		02/24/19	16.87
Invoice: 42862/1							PW/HAND TROWELS			
					16.87	73421355 531100	WIN COLL-SUPPLIES			
					229092	42871/1	02/06/2019		02/24/19	56.15
Invoice: 42871/1							PW/LED UPDAGED C/D MAGLITE, HALOGEN BULB			
					56.15	73421355 531100	WIN COLL-SUPPLIES			
					229093	42849/1	02/05/2019		02/24/19	84.98
Invoice: 42849/1							PW/ADAPTER, STOVE ELBOW, VINYL TUBE			
					84.98	73411345 531100	OFFICE SUPPLIES			
					229094	42838/1	02/04/2019		02/24/19	39.21
Invoice: 42838/1							PW/REYNOLDS WRAP, TRASH BAGS			
					39.21	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	349821	TOTAL:	273.29
349822	02/27/2019	PRTD	7994	PENINSULA SERVICES	229136	88359	01/31/2019		02/24/19	32.00
Invoice: 88359							CRT/MOBILE SHREDDING SVCS			
					32.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
					229165	88360	01/31/2019		02/24/19	64.00
Invoice: 88360							POL/MOBILE SHREDDING			
					64.00	51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK	349822	TOTAL:	96.00
349823	02/27/2019	PRTD	8014	ALSTON, COURTNAGE &	229131	117618	01/31/2019		02/24/19	3,022.00
Invoice: 117618							ENG/PROF SVCS: HARRISON BLDG			
					3,022.00	72311942 64110000724	PD/COURT BLDG-PROF SVCS/DESIGN			
							CHECK	349823	TOTAL:	3,022.00
349824	02/27/2019	PRTD	7166	AMERICAN MESSAGING	229095	W4104492TB	02/01/2019		02/24/19	85.24
Invoice: W4104492TB							PW/MESSAGING SVC			
					85.24	73637891 542100	O&M - ALLOC FACIL TELEPHONE			
							CHECK	349824	TOTAL:	85.24
349825	02/27/2019	PRTD	4260	AMERICAN PLANNING AS	229062	052045-1916	01/28/2019		02/24/19	793.00
Invoice: 052045-1916							PCD/APA MEMBERSHIP, SUBX: GC			
					793.00	61470581 549100	PCD - DEV ADMIN DUES/SUBSCR			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
						CHECK 349825 TOTAL:			793.00
349826	02/27/2019	PRTD	4710 ASSOCIATED PETROLEU	229096	1374883-IN	01/24/2019		02/24/19	211.63
	Invoice: 1374883-IN					PW/55 GAL DIESEL FUEL			
					211.63 73638893 532000	O&M-FUEL USE-ALLOCATION			
				229097	374887R-DM	01/24/2019		02/24/19	513.25
	Invoice: 374887R-DM					PW/249 GAL UNLEADED FUEL			
					513.25 73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				229098	1374887-IN	01/24/2019		02/24/19	595.21
	Invoice: 1374887-IN					PW/249 GAL REG FUEL			
					595.21 73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
				229100	374887C-CM	01/24/2019		02/24/19	-595.21
	Invoice: 374887C-CM					PW/249 GAL REG FUEL			
					-595.21 73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
						CHECK 349826 TOTAL:			724.88
349827	02/27/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	229063	BAIN1901983	01/31/2019		02/24/19	306.00
	Invoice: BAIN1901983					FIN/PHONE & WEB PYMT SVCS			
					153.00 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					153.00 43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				229064	106354	01/28/2019		02/24/19	86.30
	Invoice: 106354					FIN/DELIQUENT INVOICES			
					12.15 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					12.15 43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					31.00 91411891 542500	GG-WTR-FAC-POSTAGE			
					31.00 91421891 542500	GG-SWR-FAC-POSTAGE			
				229065	106152	01/17/2019		02/24/19	.71
	Invoice: 106152					FIN/FINAL BILL: PRINT AND MAIL			
					.71 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				229197	105783	01/02/2019		02/24/19	2,280.95
	Invoice: 105783					FIN/B & O TAX 2018			
					1,219.63 41011141 542500	FIN-C/E-ADM-POSTAGE/SHIPPING			
					1,061.32 41011141 541100	FIN - C/E ADMIN PROF SERVICES			
						CHECK 349827 TOTAL:			2,673.96
349828	02/27/2019	PRTD	55 SOUND PUBLISHING, IN	229166	7898064	01/31/2019		02/24/19	140.50
	Invoice: 7898064					CC/AD: RACE EQUITY TASK FORCE - JAN 11			
					140.50 11011113 544000	COUNCIL - LEGAL NOTICES			
				229167	7898064-A	01/31/2019		02/24/19	140.50
	Invoice: 7898064-A					CC/AD: RACE EQUITY TASK FORCE JAN 18TH			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				140.50	11011113 544000	COUNCIL - LEGAL NOTICES			
				229168	7898064-B	01/31/2019		02/24/19	140.00
Invoice: 7898064-B						PCD/AD: DESIGN GUIDLINES UPDATES			
				140.00	61011581 544000	PCD - C/E ADMIN ADVERTISING			
						CHECK	349828 TOTAL:		421.00
349829	02/27/2019	PRTD	55 SOUND PUBLISHING, IN	229066	BIR840510	01/11/2019		02/24/19	47.22
Invoice: BIR840510						CC/ORD 2019-01			
				47.22	11011113 544000	COUNCIL - LEGAL NOTICES			
				229142	BIR844066	02/08/2019		02/24/19	76.74
Invoice: BIR844066						PCD/CITY NOTICES PLN50804B SPR/CUP			
				76.74	63470586 544000	CUR-DEV-ZONING-ADV			
				229143	BIR844062	02/08/2019		02/24/19	103.89
Invoice: BIR844062						PCD/CITY NOTICES PLN50880 SPR/CUP			
				103.89	63470586 544000	CUR-DEV-ZONING-ADV			
				229144	BIR844060	02/08/2019		02/24/19	74.38
Invoice: BIR844060						PCD/CITY NOTICES PLN51336 VAR			
				74.38	63470586 544000	CUR-DEV-ZONING-ADV			
				229145	BIR844059	02/08/2019		02/24/19	73.19
Invoice: BIR844059						PCD/CITY NOTICES PLN51325 VAR			
				73.19	63470586 544000	CUR-DEV-ZONING-ADV			
				229146	BIR44057	02/08/2019		02/24/19	76.74
Invoice: BIR44057						PCD/NOTICE OF APP PLN50061 SSDE			
				76.74	63470586 544000	CUR-DEV-ZONING-ADV			
				229147	BIR843150	02/01/2019		02/24/19	211.32
Invoice: BIR843150						PCD/MITIGATED DETERMINATION CAP23542			
				211.32	63470586 544000	CUR-DEV-ZONING-ADV			
				229148	BIR843336	02/01/2019		02/24/19	153.47
Invoice: BIR843336						PCD/PUBLIC HEARING NOTICE			
				153.47	61011581 544000	PCD - C/E ADMIN ADVERTISING			
						CHECK	349829 TOTAL:		816.95
349830	02/27/2019	PRTD	7769 BERK & ASSOCIATES, I	229149	10284-01-19	02/08/2019		02/24/19	1,452.22
Invoice: 10284-01-19						EX/2018 CODE CONSISTENCY REVIEW			
				1,452.22	31011131 541100	EX-GF-PROF SERVICES			
						CHECK	349830 TOTAL:		1,452.22

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
349831	02/27/2019	PRTD	5105	SUSAN ENTRESS	229067	02/06/19	02/08/2019		02/24/19	150.00
Invoice: 02/06/19							SR CTR DAMAGE DEPOSIT REFUND			
					150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			
							CHECK	349831 TOTAL:		150.00
349832	02/27/2019	PRTD	8595	BRUCE TITUS FORD, IN	229102	67081574	01/28/2019		02/24/19	47.83
Invoice: 67081574							PW/REPAIRS VEH #201			
					47.83	53011212 548100	POLICE - C/E PATROL MAINTENANC			
							CHECK	349832 TOTAL:		47.83
349833	02/27/2019	PRTD	853	KATHRYN M CARRUTHERS	229068	02/07/19	02/07/2019		02/24/19	90.00
Invoice: 02/07/19							CRT/1.5 HRS PRO TEMP			
					90.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
							CHECK	349833 TOTAL:		90.00
349834	02/27/2019	PRTD	8493	CATIE'S CREATIONS, L	229169	9207	02/15/2019		02/24/19	25.93
Invoice: 9207							POL/DOOR PLATE: HORN			
					25.93	51011211 531100	PD-C/E-ADM-SUPPLIES			
							CHECK	349834 TOTAL:		25.93
349835	02/27/2019	PRTD	8491	CHUCKALS, INC.	229069	977383-0	02/01/2019		02/24/19	187.88
Invoice: 977383-0							CRT/PENS AND FOLDERS			
					187.88	21011125 531100	COURT - SUPPLIES			
					229137	976986-1	02/07/2019		02/24/19	10.45
Invoice: 976986-1							CRT/ADDING PAPER ROLLS			
					10.45	21011125 531100	COURT - SUPPLIES			
							CHECK	349835 TOTAL:		198.33
349836	02/27/2019	PRTD	460	CITY OF BI - PETTY C	229150	OCT2018 - FEB2019	02/15/2019		02/24/19	113.11
Invoice: OCT2018 - FEB2019							FIN/PETTY CASH USE OCT 2018 - FEB 2019			
					13.40	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					1.91	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					6.70	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					6.70	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					5.94	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					6.70	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					9.00	72334562 66300000845	WARDWELL INTRA ISL TRAIL-CONST			
					1.18	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					6.70	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					14.15	72011325 531100	ENG - C/E FACIL SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					.21	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					.97	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					6.70	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					25.50	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
					7.35	91011189 542500	GG-C/E-CITY HALL-POSTAGE			
							CHECK 349836 TOTAL:			113.11
349837	02/27/2019	PRTD	104	CITY OF BREMERTON	229199	BKAT000468	02/04/2019		02/24/19	2,840.75
Invoice: BKAT000468							IT/BKAT - FEB'19			
					2,840.75	81011881 542420	IT-C/E-TELEVISTED COUNCIL MEET			
							CHECK 349837 TOTAL:			2,840.75
349838	02/27/2019	PRTD	4513	WASTE MANAGEMENT	228836	0048905-2588-6	01/15/2019		02/24/19	12,123.24
Invoice: 0048905-2588-6							PW/2018 SPOILS DISPOSAL			
					12,123.24	73435838 54790000618	DECANT SPOILS DISPOSAL			
							CHECK 349838 TOTAL:			12,123.24
349839	02/27/2019	PRTD	8111	COMMUNITY SOLAR SOLU	229070	FEB19	02/01/2019		02/24/19	68.71
Invoice: FEB19							FEB 2019 SOLAR NET METERING			
					68.71	91011189 54500000627	CH SOLAR-NET METERING PYMTS			
							CHECK 349839 TOTAL:			68.71
349840	02/27/2019	PRTD	142	COPIERS NORTHWEST IN	229071	INV1892181	01/22/2019		02/24/19	549.87
Invoice: INV1892181							FIN/EX/CONTRACT CN24130 OVERAGE			
					274.94	41011141 545000	FIN - C/E ADMIN RENTS & LEASES			
					274.93	31011131 545000	EX-GF-RENTS & LEASES			
							CHECK 349840 TOTAL:			549.87
349841	02/27/2019	PRTD	8336	ENVIROISSUES, INC.	229151	240-002-000-6	02/11/2019		02/24/19	1,270.00
Invoice: 240-002-000-6							EX/PROF SVCS: SAFE MOBILITY LEVY OUTREACH			
					1,270.00	31011572 54245000957	SAFE MOBILITY LEVY-OUTREACH			
							CHECK 349841 TOTAL:			1,270.00
349842	02/27/2019	PRTD	9130	MARK EPSTEIN	229103	BLD23305	02/14/2019		02/24/19	2,500.00
Invoice: BLD23305							FEE REFUND BLDG23305 R-SFR/EPSTEIN/ELIA RESIDENCE			
					2,500.00	65538 38600000370	GEO TECH 3RD PARTY REVIEWS			
							CHECK 349842 TOTAL:			2,500.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
349843	02/27/2019	PRTD	5363	EQUIPMENT SALES	229104	21004	01/28/2019		02/24/19	751.23
Invoice: 21004							PW/ROTARY 70EAF LEAKING - REPAIRS/SVCS			
					751.23	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
							CHECK	349843 TOTAL:		751.23
349844	02/27/2019	PRTD	1953	FERGUSON ENTERPRISES	229105	0736879	01/30/2019		02/24/19	1,090.00
Invoice: 0736879							PW/PARTS			
					1,090.00	411 141100	WATER - INVENTORY			
					229106	0736920	01/29/2019		02/24/19	230.75
Invoice: 0736920							PW/ALUM PIPE WRENCH, RAPTOR PRO ADJ WRENCH			
					230.75	73411345 531100	OFFICE SUPPLIES			
					229107	0736707	01/29/2019		02/24/19	56.38
Invoice: 0736707							PW/PARTS AND SEALANT			
					56.38	73411345 531100	OFFICE SUPPLIES			
							CHECK	349844 TOTAL:		1,377.13
349845	02/27/2019	PRTD	86	PRYOR LEARNING SOLUT	229170	032696983-19030	01/31/2019		02/24/19	299.00
Invoice: 032696983-19030							POL/TRAINING RENEWAL: LUNDGREN			
					299.00	51011217 443410	PD-C/E-PARKING ENF-TRAINING			
							CHECK	349845 TOTAL:		299.00
349846	02/27/2019	PRTD	231	GALLS, LLC	229171	011484564	12/12/2018		02/24/19	743.67
Invoice: 011484564							POL/UNIFORMS AND GEAR			
					743.67	52011212 520000	POLICE - C/E INVEST BENEFITS			
							CHECK	349846 TOTAL:		743.67
349847	02/27/2019	PRTD	9038	HEDEEN & CADITZ, PLL	229134	8838	02/01/2019		02/24/19	630.00
Invoice: 8838							LEGAL/PROF SVCS: NORDLAND			
					630.00	32011262 54111000668	LGL-STO PRE-DEFENSE NORDLAND			
							CHECK	349847 TOTAL:		630.00
349848	02/27/2019	PRTD	4850	HOME DEPOT CREDIT SE	229108	5581360	01/28/2019		02/24/19	77.76
Invoice: 5581360							PW/SUPPLIES			
					77.76	73431835 531100	OFFICE SUPPLIES			
							CHECK	349848 TOTAL:		77.76

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
349849	02/27/2019	PRTD	9133	D.R. MYERS DISTRIBUT	229139	751499	02/15/2019		02/24/19	29.95
Invoice: 751499						CRT/2019 ID CHECKING GUIDE				
					29.95	21011125 531100 COURT - SUPPLIES				
								CHECK 349849 TOTAL:		29.95
349850	02/27/2019	PRTD	8027	INFORMATION STATION	229072	1121709-Q	01/24/2019		02/24/19	350.00
Invoice: 1121709-Q						EX/AM RADIO RENT JAN - FEB 19				
					350.00	31011256 54500000830 EMERG AM RADIO STATION-RENTS				
								CHECK 349850 TOTAL:		350.00
349851	02/27/2019	PRTD	280	INTEGRA CHEMICAL COM	229109	0130106-IN	02/06/2019		02/24/19	4,273.24
Invoice: 0130106-IN						PW/SODIUM FLUORIDE				
					4,273.24	73637892 531100 O&M-ALLOC-WTR-CONSUMABLES				
								CHECK 349851 TOTAL:		4,273.24
349852	02/27/2019	PRTD	5819	ISLANDWOOD	229172	Q-01973	02/15/2019		02/24/19	1,650.00
Invoice: Q-01973						POL/DEPOSIT FOR 2/1/20 GALA				
					1,650.00	51011211 54110000933 PD AWARDS GALA-PROF SVCS				
								CHECK 349852 TOTAL:		1,650.00
349853	02/27/2019	PRTD	333	KITSAP COUNTY AUDITO	229073	431826	01/25/2019		02/24/19	37.00
Invoice: 431826						EXCC/PARTIAL RELEASE OF LID20 S ISLAND SEWER LIEN				
					37.00	36426143 551000 CLERK-SIS-RECORDING				
								CHECK 349853 TOTAL:		37.00
349854	02/27/2019	PRTD	2306	KITSAP COUNTY PROSEC	229074	JAN19	01/15/2019		02/24/19	9,412.33
Invoice: JAN19						LEGA/JAN19 PROSECUTION SVC				
					9,412.33	32011521 541112 LGL-OUTSIDE PROSECUTOR				
								CHECK 349854 TOTAL:		9,412.33
349855	02/27/2019	PRTD	4740	KITSAP COUNTY PUBLIC	228837	10140	01/09/2019	21500051	02/24/19	5,376.80
Invoice: 10140						ENG/Q4 SSWM TECH ASSIST-ILA				
					5,376.80	72431832 54110000872 H2O/SSWM GROUP-PROF SVCS				
					228839	10140-A	01/09/2019		02/24/19	4,387.04
Invoice: 10140-A						ENG/Q4 2018 SSWM TECH ASSIST - ILA				
					4,387.04	72431832 54110000872 H2O/SSWM GROUP-PROF SVCS				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	349855 TOTAL:		9,763.84
349856	02/27/2019	PRTD	1505	KITSAP COUNTY TREASU	229075	JAN19	01/31/2019		02/24/19	104.72
Invoice: JAN19						JAN19 KC OUT COURT REMIT				
					69.72	41612860 586000 CRIME VICTIMS-OUT				
					35.00	41613860 586000 COUNTY LAW LIB - DISB OUT				
							CHECK	349856 TOTAL:		104.72
349857	02/27/2019	PRTD	1971	KELLEY IMAGING SYSTE	229152	24247167	02/11/2019		02/24/19	239.26
Invoice: 24247167						PCD/E-STUDIO4555C COPIER LEASE				
					239.26	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
					229173	24199624	02/04/2019		02/24/19	279.04
Invoice: 24199624						POL/E-STUDIO4555C COPIER LEASE				
					279.04	51011211 545000 PD-C/E-ADMIN RENTS/LEASE				
							CHECK	349857 TOTAL:		518.30
349858	02/27/2019	PRTD	1802	KITSAP CONSERVATION	229164	2018-Q4	01/08/2019		02/24/19	18,304.42
Invoice: 2018-Q4						ENG/2018-Q4 KCDA - ILA FOR AG SUPPORT				
					9,152.21	72011593 55100000871 FARMLAND SSWM PLANNING-KCDONLY				
					9,152.21	72431835 55100000871 FARMLAND SSWM PLANNING-KCDONLY				
							CHECK	349858 TOTAL:		18,304.42
349859	02/27/2019	PRTD	2421	KITSAP COUNTY NOXIOU	229046	BI_2018 Q4	01/16/2018		02/24/19	5,000.00
Invoice: BI_2018 Q4						ENG/Q4 VEG MGMT				
					5,000.00	72011316 541100 ENG-GF-NOXIOUS WEED CONTROL				
							CHECK	349859 TOTAL:		5,000.00
349860	02/27/2019	PRTD	5011	LEXISNEXIS RISK SOLU	229174	1272084-20190131	01/31/2019		02/24/19	54.50
Invoice: 1272084-20190131						POL/INFORMATION SERVICES				
					54.50	52011212 549100 PD-C/E-INV-DUES/SUBSCR/MEMBRSH				
							CHECK	349860 TOTAL:		54.50
349861	02/27/2019	PRTD	6333	MASCO PETROLEUM	229110	0257546-IN	01/17/2019		02/24/19	2,158.12
Invoice: 0257546-IN						PW/FLEET SHOP OIL SUPPLY				
					2,158.12	73638935 531100 O&M-STD ALLOCATION-SUPPLIES				
					229111	0257547-IN	01/17/2019		02/24/19	830.12
Invoice: 0257547-IN						PW/OIL WWTP				
					830.12	73425358 531100 O&M-WWTP-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	349861 TOTAL:		2,988.24
349862	02/27/2019	PRTD	8866	MILLER, JON	229076	02/02/19	02/02/2019		02/24/19	150.00
Invoice: 02/02/19							SR CTR DAMAGE DEPOSIT REFUND			
					150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			
							CHECK	349862 TOTAL:		150.00
349863	02/27/2019	PRTD	7038	MOON SECURITY SERVIC	229077	964058	01/31/2019		02/24/19	1,578.00
Invoice: 964058							CRT/HOUSE ARREST MONITORING JAN19			
					1,578.00	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT			
							CHECK	349863 TOTAL:		1,578.00
349864	02/27/2019	PRTD	8895	OVATION! PERFORMING	229162	2	01/18/2019		02/24/19	9,375.00
Invoice: 2							EX/Q2-Q4 2018 CULTURAL FUNDING			
					9,375.00	31011732 541100	EX-GF-CULTURAL ARTS & SCIENCES			
							CHECK	349864 TOTAL:		9,375.00
349865	02/27/2019	PRTD	360	PROBUILD COMPANY LLC	229112	1736248	01/28/2019		02/24/19	33.78
Invoice: 1736248							PW/BLACK VISQUEEN			
					33.78	73431835 531100	OFFICE SUPPLIES			
					229113	1735817	01/23/2019		02/24/19	11.78
Invoice: 1735817							PW/BOLTS, BITS AND SCREWS			
					11.78	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					229114	1735809	01/23/2019		02/24/19	5.14
Invoice: 1735809							PW/HEX NUTS			
					5.14	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					229115	1735712	01/22/2019		02/24/19	44.66
Invoice: 1735712							PW/SUPPLIES			
					44.66	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
							CHECK	349865 TOTAL:		95.36
349866	02/27/2019	PRTD	7187	RANDOLPH BAUER	229116	1902074	01/31/2019		02/24/19	90.00
Invoice: 1902074							PW/1 @ NE VINCENT			
					90.00	73435838 545000	O&M-DECANT-RENTS			
					229117	1902073	01/31/2019		02/24/19	90.00
Invoice: 1902073							PW/1 @ CRESOTE			
					90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					229118	1902072	01/31/2019		02/24/19	90.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 1902072					PW/1 @ HIDDEN COVE				
						90.00 73011897 545000 O&M-C/E-PWYD FAC-RENTS				
					229119	1902071	01/31/2019		02/24/19	180.00
	Invoice: 1902071					PW/2 @ EAGLE HARBOR DR				
						180.00 73011768 545000 O&M-C/E-PARKS-OP LEASES				
								CHECK 349866 TOTAL:		450.00
349867	02/27/2019	PRTD	7801	REDSIDE CONSTRUCTION	229123	PAYREQ1-778	02/01/2019		02/24/19	114,319.20
	Invoice: PAYREQ1-778					ENG/WATERFRONT PARK BRIDGE REPAIR				
						114,319.20 72011262 54810000778 WFP BRIDGE REDECKING-REPAIRS				
								CHECK 349867 TOTAL:		114,319.20
349868	02/27/2019	PRTD	618	ALBERTSONS | SAFEWAY	229078	805333-011619-1252	01/16/2019		02/24/19	39.60
	Invoice: 805333-011619-1252					POL/BEVERAGES - ALL HANDS JAN 16				
						39.60 53011212 443410 POLICE - C/E PATROL TRAINING				
								CHECK 349868 TOTAL:		39.60
349869	02/27/2019	PRTD	8035	SHINE QUARRY, LLC	229125	0021876	01/25/2019		02/24/19	323.33
	Invoice: 0021876					PW/23.73 TONS 4"-8" CLEAN GRAVEL				
						323.33 73111427 531100 OFFICE SUPPLIES				
								CHECK 349869 TOTAL:		323.33
349870	02/27/2019	PRTD	4548	SIRCHIE FINGERPRINT	229175	0384687-IN	02/06/2019		02/24/19	298.35
	Invoice: 0384687-IN					POL/EVIDENCE TAPE AND BOXES				
						89.51 52011212 531100 POLICE - C/E INVEST SUPPLIES				
						208.84 53011212 531100 PD-C/E-PATROL SUPPLIES				
								CHECK 349870 TOTAL:		298.35
349871	02/27/2019	PRTD	8129	SMARSH INC	229200	INV00462638	01/31/2019		02/24/19	7,543.61
	Invoice: INV00462638					IT/TEXT & SOCIAL MEDIA ARCHIVE 2019				
						7,543.61 81011881 548500 IT - C/E COMPUTER SUPPORT				
								CHECK 349871 TOTAL:		7,543.61
349872	02/27/2019	PRTD	2467	STAPLES	229153	3404253644	02/02/2019		02/24/19	22.52
	Invoice: 3404253644					EX/FIN/STAPLES, COVERS, LIQUID PAPER				
						11.26 31011131 531100 EX-GF-SUPPLIES				
						11.26 41011141 531100 FIN - C/E ADMIN SUPPLIES				
					229154	3404253643	02/02/2019		02/24/19	13.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					229155	3404253642	02/02/2019		02/24/19	30.95
Invoice: 3404253643						FIN/2019 CALENDAR: BH				
					13.00	41011141 531100 FIN - C/E ADMIN SUPPLIES				
Invoice: 3404253642						CC/EASEL PADS				
					30.95	11011116 531100 COUNCIL - SUPPLIES				
					229156	3404253641	02/02/2019		02/24/19	58.33
Invoice: 3404253641						CC/POST ITS, FLIP CHART MARKERS				
					58.33	11011116 531100 COUNCIL - SUPPLIES				
					229157	3404253640	02/02/2019		02/24/19	305.36
Invoice: 3404253640						EX/FIN/STAPLES, FOLDERS, POUCHES				
					84.32	31011131 531100 EX-GF-SUPPLIES				
					221.04	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					229158	3404253639	02/02/2019		02/24/19	18.85
Invoice: 3404253639						EX/FIN/FLATWARE CADDY				
					9.42	31011131 531100 EX-GF-SUPPLIES				
					9.43	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					229176	3404253822	02/02/2019		02/24/19	16.34
Invoice: 3404253822						POL/WALL CALENDAR				
					16.34	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229177	3404253823	02/02/2019		02/24/19	16.34
Invoice: 3404253823						3404253823				
					16.34	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229178	3404253824	02/02/2019		02/24/19	16.34
Invoice: 3404253824						POL/WALL CALENDAR				
					16.34	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229179	3404253825	02/02/2019		02/24/19	158.53
Invoice: 3404253825						POL/PURELL, CLOROX WIPES, SHEET PROTECTORS				
					158.53	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229180	3404253826	02/02/2019		02/24/19	-81.70
Invoice: 3404253826						POL/CREDIT ON RETURN				
					-81.70	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229181	3404253827	02/02/2019		02/24/19	99.03
Invoice: 3404253827						POL/GLUE STICKS, BATTERIES, BROTHER TZE-2312 TAPE				
					99.03	51011211 531100 PD-C/E-ADM-SUPPLIES				
					229188	3404253771	02/02/2019		02/24/19	58.23
Invoice: 3404253771						PCD/SOFTSOAP, 2019 DESKPAD, TAB DIVIDER				
					58.23	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					229189	3404253772	02/02/2019		02/24/19	16.34
Invoice: 3404253772						PCD/WALL CALENDAR				
					16.34	62471591 531100 BLDG - BLDG OFFICE SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					229190	3404253773	02/02/2019		02/24/19	357.47
	Invoice: 3404253773						PCD/LIFESAVERS, HP 81X BLACK TONER			
					357.47	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
					229191	3404253774	02/02/2019		02/24/19	47.06
	Invoice: 3404253774						PCD/2019 DESKPAD, MULTI-USE PAPER			
					47.06	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					229192	3404253775	02/02/2019		02/24/19	19.00
	Invoice: 3404253775						PCD/DISINFECTING WIPES, PERF LETTER PADS			
					19.00	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					229193	3404253776	02/02/2019		02/24/19	30.08
	Invoice: 3404253776						PCD/CANARY COLORED PAPER			
					30.08	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
					229194	3404253777	02/02/2019		02/24/19	40.23
	Invoice: 3404253777						PCD/MAGNETIC CLIP, FACIAL TISSUE, NAPKINS			
					40.23	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					229195	3404253778	02/02/2019		02/24/19	40.70
	Invoice: 3404253778						PCD/LEAD REFILLS, PAPER TOWELS, RETRACT RED PENS			
					40.70	61011581 531100	PCD - C/E ADMIN SUPPLIES			
							CHECK	349872 TOTAL:		1,283.00
349873	02/27/2019	PRTD	2122	STERICYCLE INC	229182	3004569274	01/31/2019		02/24/19	10.36
	Invoice: 3004569274						POL/BIOHAZARD DISPOSAL			
					10.36	51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK	349873 TOTAL:		10.36
349874	02/27/2019	PRTD	8619	SUNDQUIST NURSERY, I	229183	03137	01/27/2019		02/24/19	301.39
	Invoice: 03137						ENG/CORNUS KELSEY, SWORD FERN			
					301.39	72431832 53110000664	ST DOE SSWM-SUPPLIES			
							CHECK	349874 TOTAL:		301.39
349875	02/27/2019	PRTD	8244	SUPPLYWORKS	229126	474900628	01/24/2019		02/24/19	431.24
	Invoice: 474900628						PW/DISPOSABLE URINAL FLOOR MATS, BAGS			
					431.24	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
							CHECK	349875 TOTAL:		431.24
349876	02/27/2019	PRTD	6746	SYMBOL ARTS	229184	0324231-IN	02/06/2019		02/24/19	282.00
	Invoice: 0324231-IN						POL/WALLET BADGES X2			
					282.00	52011212 531100	POLICE - C/E INVEST SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	349876 TOTAL:	282.00
349877	02/27/2019	PRTD	4819	THOMSON REUTERS - WE	229201	839740724	02/01/2019		02/24/19	531.59
	Invoice: 839740724						LEGAL/INFO SVC JAN 19			
					531.59	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
								CHECK	349877 TOTAL:	531.59
349878	02/27/2019	PRTD	8243	CRANE & CRANE HOLDIN	229196	IPAD_31028	02/02/2019		02/24/19	1,178.08
	Invoice: IPAD_31028						ENG/MULCH, SOIL, SAND & GRAVEL, RIVER ROCK			
					1,178.08	72431832 53110000664	ST DOE SSWM-SUPPLIES			
								CHECK	349878 TOTAL:	1,178.08
349879	02/27/2019	PRTD	6714	TOSHIBA FINANCIAL SE	229159	24247166	02/02/2019		02/24/19	353.16
	Invoice: 24247166						PCD/E-STUDIO6560C COPIER LEASE			
					353.16	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
								CHECK	349879 TOTAL:	353.16
349880	02/27/2019	PRTD	558	TOWN & COUNTRY MARKE	229127	02/07/19	02/07/2019		02/24/19	107.84
	Invoice: 02/07/19						PW/MEALS - FOOD			
					107.84	73111256 53110000999	2019 STORM PREP-STRT-SUPPLIES			
					229135	02/14/19	02/14/2019		02/24/19	75.92
	Invoice: 02/14/19						EX/BOX LUNCHES			
					75.92	31011131 531100	EX-GF-SUPPLIES			
								CHECK	349880 TOTAL:	183.76
349881	02/27/2019	PRTD	6088	ULINE SHIPPING SUPPL	229079	105231470	01/24/2019		02/24/19	70.57
	Invoice: 105231470						PCD/15" CORRUGATED RECYCLING RECEPT			
					70.57	61011581 531100	PCD - C/E ADMIN SUPPLIES			
								CHECK	349881 TOTAL:	70.57
349882	02/27/2019	PRTD	2190	UNITED PARCEL SERVIC	229185	000028Y3Y1069	02/09/2019		02/24/19	12.94
	Invoice: 000028Y3Y1069						POL/SHIPPING JAN 29			
					12.94	91011215 542500	GG-C/E-PD-POSTAGE			
								CHECK	349882 TOTAL:	12.94

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
349883	02/27/2019	PRTD	4104	WA ST FERRIES	229080	RK324102	01/31/2019		02/24/19	290.40
Invoice: RK324102							JAN19 WAVE2GO FERRY CHARGES			
					47.70	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
					54.55	72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			
					138.15	73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
					50.00	41011141 543100	FIN - C/E ADMIN TRAVEL EXPENSE			
								CHECK	349883 TOTAL:	290.40
349884	02/27/2019	PRTD	952	WA ST PATROL	229083	I19005131	02/06/2019		02/24/19	159.00
Invoice: I19005131							FIN/JAN19 BACKGROUND CHECKS			
					159.00	41654861 586100	AGENCY DISBURSEMENTS			
								CHECK	349884 TOTAL:	159.00
349885	02/27/2019	PRTD	2251	WA ST TREASURER	229081	JAN19	01/31/2019		02/24/19	4,595.99
Invoice: JAN19							JAN19 STATE OUT COURT REMIT			
					1,876.55	41611860 586000	PSEA 60% OUT			
					924.88	41610860 586000	PSEA 30% OUT			
					67.11	41619860 586000	PSEA 3 - STATE DISB OUT			
					288.07	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					57.49	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					774.17	41614860 586000	JUDICIAL INFO SYST.-OUT			
					.53	41615860 586000	BREATH TEST-CUSTODIAL			
					2.99	41615860 586000	BREATH TEST-CUSTODIAL			
					144.10	41618860 586000	TRAUMA CARE-OUT			
					169.13	41618860 586000	TRAUMA CARE-OUT			
					38.17	41618860 586000	TRAUMA CARE-OUT			
					216.67	41618860 586000	TRAUMA CARE-OUT			
					36.13	41615860 586961	STATE CRIME LAB			
					229082	JAN19 SBCC	01/31/2019		02/24/19	308.49
Invoice: JAN19 SBCC							JAN 19 STATE OUT COURT REMIT SBCC			
					308.49	41652860 586000	SBCC BLDG.-OUT			
								CHECK	349885 TOTAL:	4,904.48
349886	02/27/2019	PRTD	5709	WEBCHECK INC	229084	6204	02/04/2019		02/24/19	130.80
Invoice: 6204							FIN/WEBCHECK SVC JAN19			
					65.40	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					65.40	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
								CHECK	349886 TOTAL:	130.80
349887	02/27/2019	PRTD	7175	WINERY ALLIANCE OF B	229163	Q4-2018	12/31/2018		02/24/19	5,705.69
Invoice: Q4-2018							EX/Q4 2018 LTAC; WINE ON THE ROCK			
					5,705.69	91140573 541100	GG-TOUR-PROF SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	349887 TOTAL:	5,705.69
349888	02/27/2019	PRTD	9018	WTD EQUIPMENT	229128	4947	01/09/2019		02/24/19	378.75
Invoice: 4947							PW/BELT, CAP FUEL			
					378.75	73111427 531100	OFFICE SUPPLIES			
								CHECK	349888 TOTAL:	378.75
349889	02/27/2019	PRTD	2607	ZEE MEDICAL SERVICE	229085	68371526	02/11/2019		02/24/19	257.36
Invoice: 68371526							FIN/C.H. FIRST AID RESTOCK			
					257.36	41011189 531100	FIN - C/E CNTL SV SUPPLIES			
								CHECK	349889 TOTAL:	257.36
						NUMBER OF CHECKS 69		*** CASH ACCOUNT TOTAL ***		237,338.66

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	69	237,338.66

*** GRAND TOTAL *** 237,338.66

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 187									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			174,059.99	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				237,338.66
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			1,240.90	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			1,724.37	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			3,031.00	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			7,672.72	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			2,405.57	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000					ACCOUNTS PAYABLE			300.00	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			32,720.30	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			7,668.20	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			809.92	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			5,705.69	
02/27/2019	02/24/19	022719			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			237,338.66	237,338.66
APP 631-130000					DUE TO/FROM CLEARING			229,665.94	
02/27/2019	02/24/19	022719							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				174,059.99
02/27/2019	02/24/19	022719							
APP 402-130000					DUE TO/FROM CLEARING				1,240.90
02/27/2019	02/24/19	022719							
APP 401-130000					DUE TO/FROM CLEARING				1,724.37
02/27/2019	02/24/19	022719							
APP 301-130000					DUE TO/FROM CLEARING				3,031.00
02/27/2019	02/24/19	022719							
APP 407-130000					DUE TO/FROM CLEARING				2,405.57
02/27/2019	02/24/19	022719							
APP 622-130000					DUE TO/FROM CLEARING				300.00
02/27/2019	02/24/19	022719							
APP 403-130000					DUE TO/FROM CLEARING				32,720.30
02/27/2019	02/24/19	022719							
APP 650-130000					DUE TO/FROM CLEARING				7,668.20
02/27/2019	02/24/19	022719							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				809.92

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	02/27/2019	02/24/19	022719							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G				5,705.69
	02/27/2019	02/24/19	022719							
						SYSTEM GENERATED ENTRIES TOTAL			229,665.94	229,665.94
						JOURNAL 2019/02/187 TOTAL			467,004.60	467,004.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	187	02/27/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		174,059.99
001-213000					GENERAL - ACCOUNTS PAYABLE	174,059.99	
					FUND TOTAL	174,059.99	174,059.99
101 STREET FUND	2019	2	187	02/27/2019			
101-130000					STREETS - DUE TO/FROM CLEARING		809.92
101-213000					STREETS - ACCOUNTS PAYABLE	809.92	
					FUND TOTAL	809.92	809.92
104 CIVIC IMPROVEMENT FUND	2019	2	187	02/27/2019			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		5,705.69
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	5,705.69	
					FUND TOTAL	5,705.69	5,705.69
301 CAPITAL CONSTRUCTION FUND	2019	2	187	02/27/2019			
301-130000					DUE TO/FROM CLEARING		3,031.00
301-213000					ACCOUNTS PAYABLE	3,031.00	
					FUND TOTAL	3,031.00	3,031.00
401 WATER OPERATING FUND	2019	2	187	02/27/2019			
401-130000					DUE TO/FROM CLEARING		1,724.37
401-213000					ACCOUNTS PAYABLE	1,724.37	
					FUND TOTAL	1,724.37	1,724.37
402 SEWER OPERATING FUND	2019	2	187	02/27/2019			
402-130000					DUE TO/FROM CLEARING		1,240.90
402-213000					ACCOUNTS PAYABLE	1,240.90	
					FUND TOTAL	1,240.90	1,240.90
403 STORM & SURFACE WATER FUND	2019	2	187	02/27/2019			
403-130000					DUE TO/FROM CLEARING		32,720.30
403-213000					ACCOUNTS PAYABLE	32,720.30	
					FUND TOTAL	32,720.30	32,720.30
407 BUILDING & DEVELOPMENT FUND	2019	2	187	02/27/2019			
407-130000					DUE TO/FROM CLEARING		2,405.57
407-213000					ACCOUNTS PAYABLE	2,405.57	
					FUND TOTAL	2,405.57	2,405.57
622 EXPENDABLE TRUST FUND	2019	2	187	02/27/2019			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
622-130000					DUE TO/FROM CLEARING			300.00
622-213000					ACCOUNTS PAYABLE		300.00	
						FUND TOTAL	300.00	300.00
631 CLEARING FUND	2019	2	187	02/27/2019				
631-130000					DUE TO/FROM CLEARING		229,665.94	
631-213000					ACCOUNTS PAYABLE		7,672.72	
635-111100					CASH			237,338.66
						FUND TOTAL	237,338.66	237,338.66
650 AGENCY FUND	2019	2	187	02/27/2019				
650-130000					DUE TO/FROM CLEARING			7,668.20
650-213000					ACCOUNTS PAYABLE		7,668.20	
						FUND TOTAL	7,668.20	7,668.20

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		174,059.99
101	STREET FUND		809.92
104	CIVIC IMPROVEMENT FUND		5,705.69
301	CAPITAL CONSTRUCTION FUND		3,031.00
401	WATER OPERATING FUND		1,724.37
402	SEWER OPERATING FUND		1,240.90
403	STORM & SURFACE WATER FUND		32,720.30
407	BUILDING & DEVELOPMENT FUND		2,405.57
622	EXPENDABLE TRUST FUND		300.00
631	CLEARING FUND	229,665.94	
650	AGENCY FUND		7,668.20
	TOTAL	229,665.94	229,665.94

** END OF REPORT - Generated by Khammy Wahaus **

Retainage Release
KW
2/19/19

CASH ACCOUNT: 628 111100 CASH-RETAINAGE

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
173	02/19/2019	PRTD	5262	LIDEN LAND DEV & EXC	229187	RETREL-783	02/19/2019		RT021919	7,103.06
Invoice: RETREL-783						RETREL - NB GRAVITY SEWER MAIN				
					7,103.06	41628860 586000	RETAINAGE RELEASE			
								CHECK	173 TOTAL:	7,103.06
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		7,103.06

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	7,103.06

*** GRAND TOTAL *** 7,103.06

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 2 169									
APP 622-213000					ACCOUNTS PAYABLE			7,103.06	
02/19/2019	RT021919	021919			AP CASH DISBURSEMENTS JOURNAL				
APP 628-111100					CASH-RETAINAGE				7,103.06
02/19/2019	RT021919	021919			AP CASH DISBURSEMENTS JOURNAL				
					JOURNAL 2019/02/169	TOTAL		7,103.06	7,103.06

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622 EXPENDABLE TRUST FUND	2019	2	169	02/19/2019			
622-213000					ACCOUNTS PAYABLE	7,103.06	
628-111100					CASH-RETAINAGE		7,103.06
					FUND TOTAL	7,103.06	7,103.06

** END OF REPORT - Generated by Khammy Wahaus **

PAYROLL

PAYROLL CHECK RUN: 2 - 20 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	2/20/2019	044004 - 044127	P/R check run - direct deposit	322,965.72
Normal	2/20/2019	108865 - 108867	P/R check run - regular	25,385.84
Vendor	2/20/2019	108868 - 108879	P/R vendor check run	129,762.76
Vendor	2/20/2019	N/A	P/R vendor ACH	308.69
EFTPS	2/20/2019	N/A	Federal Tax Electronic Transfer	135,138.30
			TOTAL:	**613,561.31**

Prepared and Reviewed by: Deborah Lee Date 2/19/19

Deborah Lee

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

Date 2/22/19

Kimberly M. Dunscombe, Budget Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Study Session Minutes, February 5, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

CCMIN 020519 STUDY SESSION

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, FEBRUARY 5, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:03 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Schneider, and Councilmembers Blossom, Deets, Nassar, Peltier, and Tirman 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

2.B Pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the City matters relating to City enforcement actions, or to discuss with legal counsel representing the City litigation or potential litigation to which the City, the City Council, 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 City.
Cover Page

Mayor Medina adjourned the meeting to an Executive Session at 6:03 p.m. pursuant to RCW 42.30.110(l)(i). Council returned from Executive Session at 7:00 p.m.

Mayor Medina re-convened the meeting at 7:02 p.m. with the aforementioned Council members present.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Tirman requested the addition of a discussion on the Police Station.

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as modified. The motion was approved by unanimous consent.

Councilmember Peltier stated he would participate in item 5.A., although he has pending complaints.

4) MAYOR'S REPORT

Mayor Medina thanked Chief Hamner for his service. He mentioned an opening on the Kitsap Transit Citizen Advisory Committee.

5) CITY COUNCIL DISCUSSION

5.A Discussion of Process for Article I Ethics Complaints - Mayor Medina

Cover Page
Resolution No. 2018-10, Adopting the City's Current Ethics Program

Mayor Medina introduced the agenda item. Councilmember Deets provided additional information, and City Attorney Levan responded to Council's questions.

MOTION: I move to modify the Ethics Program to clearly state in Article I of the Program that the Ethics Board has the authority to consider all requests and complaints referred to the Board and submitted by any person related to alleged violations of Article I involving City Councilmembers or members of City Committees and Commissions, and to consider such requests and complaints as requests for advisory opinions for which the Board will issue such an opinion, and that to the extent that any other provision in the Program is unclear regarding such authority, or conflicts with such authority, this statement of authority governs. Furthermore, I move to direct the City Attorney to recommend to as quickly as possible recommend to the Council amendments to the Ethics Program that establish clear standards for when Article I has been violated.
Deets/Tirman: Motion carried 5 – 2.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: Rasham Nassar
ABSENT: None
ABSTAIN: Ron Peltier

Council discussed how to handle the two existing advisory opinions.

MOTION: I move that we have at our next available business meeting a discussion of the two advisory opinions that the Ethics Board has issued.
Deets/Schneider: Motion carried 6 – 0.

AYES: Sarah Blossom, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: None
ABSENT: None
ABSTAIN: Ron Peltier

6) PRESENTATIONS

6.A Design Guidelines Update Briefing by Consultant, Framework - Planning

Cover Page
Design Guidelines Scope of Work.pdf
Public Engagement Plan.pdf
Focus Group Summary.docx
Card_Poster.docx

Senior Planner Carr introduced Leslie Bain and Jeff Arango, consultants from Framework, who provided a presentation on design guidelines.

7) UNFINISHED BUSINESS

7 [Added] Harrison Facility

Councilmember Tirman introduced the new agenda item. He asked to clarify information regarding the Visconsi proposal and the Harrison site. Council discussed the potential release of the appraisals.

MOTION: I move that we release to the public the appraisals prepared for the City related to the potential purchase of the Harrison site from CHI Franciscan.
Peltier: The motion failed for lack of a second.

7.A Update on City's Suzuki Property Development Project - Council

Cover Page
Suzuki - HRB Memo to Council 201901.pdf
RES NO. 2018-03 ESTABLISH GOALS FOR THE CITY-OWNED SUZUKI PROPERTY.pdf

Councilmember Tirman introduced the agenda item.

Phedra Elliott from Housing Resources Board (HRB) joined the discussion and provided an overview of what the financial study would entail.

MOTION: I move for the City Council to authorize the City Manager to work with HRB on conducting a financial feasibility study on the Suzuki project with a density range between 30 units and 90 units.
Tirman/Deets: Motion carried 5 – 2.

AYES: Sarah Blossom, Ron Peltier, Matt Tirman, Joe Deets, Leslie Schneider
NOES: Rasham Nassar, Kol Medina
ABSENT: None
ABSTAIN: None

Councilmember Nassar moved to amend the motion to forward the decision to the Consent Agenda of the next business meeting. The amendment failed for lack of a second.

MOTION: I move to direct the City Manager to request a pause of 60 to 90 days in OPG's general project oversight for the Suzuki project.
Nassar/Tirman: Motion carried 6 – 1.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Matt Tirman, Joe Deets, Leslie Schneider
NOES: Kol Medina
ABSENT: None
ABSTAIN: None

Mayor Medina adjourned the meeting for a break at 9:17 p.m. and re-convened the meeting at 9:25 p.m.

7.B Project Options for Dave Ullin Open Water Marina - Public Works

Cover Page
Staff Memo

Option 1
Rough Draft of Option A Proposed Layout
Marine Access Committee Memo to Council_DUOWM Recommendations
Public Comments Received by the MAC

Council discussed whether to provide direction to staff on this topic at this meeting.

Public Works Director Loveless provided information on the project options, and Council discussed the topic.

Council forwarded the agenda item to the next business meeting.

7.C Olympic Drive Non-Motorized Improvements Project - Public Works
Cover Page
Olympic Drive Non-Motorized Improvements Project Presentation - Feb 2019

Public Works Director Loveless provided information on the project.

MOTION: I move to forward consideration of the Olympic Drive Non-Motorized Improvements Project construction award to the February 26, 2019 Unfinished Business Agenda.
Nassar/Peltier: The motion carried unanimously, 7-0.

7.D Shoreline Master Program (SMP) Limited Amendment on Aquaculture - Planning
Cover Page
20190122_CC_Staff_Memo_Ecology_Informal_Response_Updated.docx
Ecology comments_7.16.2018.pdf
Draft_Submittal Package_Overview Final 021717.docx

Senior Planner Carr provided information on the agenda item.

MOTION: I move to direct staff to delete or work with Ecology to modify the eight items so they are consistent with state laws and rules.
Nassar/Peltier: The motion carried unanimously, 7-0.

7.E Update on Moratorium - Planning
Cover Page
20190125 Moratorium work program status report.docx
Ordinance No. 2018-43 Amending the Moratorium Approved 111318.pdf
Development Moratorium Summary Effective 20181121.pdf

Planning Director Christensen provided information on the moratorium work plan and addressed Council's questions.

7.F Appointments to the Race Equity Task Force - Mayor Medina
Cover Page
Albright - Race Equity Task Force (Redacted).pdf
Anderson - Race Equity Task Force (Redacted).pdf
Ashabi - Race Equity Task Force (Redacted).pdf
Brownalenoir - Race Equity Task Force (Redacted).pdf
Butler - Race Equity Task Force (Redacted).pdf
Cash - Race Equity Task Force (Redacted).pdf

Chan - Race Equity Task Force (Redacted).pdf
De Quintero - Race Equity Task Force (Redacted).pdf
DeRosalia - Race Equity Task Force (Redacted).pdf
Epanchin - Race Equity Task Force (Redacted).pdf
Erickson - Race Equity Task Force (Redacted).pdf
Fantroy-Johnson - Race Equity Task Force (Redacted).pdf
Friday - Race Equity Task Force (Redacted).pdf
Frobe - Race Equity Task Force (Redacted).pdf
Golden - Race Equity Task Force (Redacted).pdf
Hersey - Race Equity Task Force (Redacted).pdf
Lyman - Race Equity Task Force (Redacted).pdf
Malatesta - Race Equity Task Force (Redacted).pdf
Montroy - Race Equity Task Force (Redacted).pdf
Peterson - Race Equity Task Force (Redacted).pdf
Phillips - Race Equity Task Force (Redacted).pdf
Rauktis - Race Equity Task Force (Redacted).pdf
Rovelstad - Race Equity Task Force (Redacted).pdf
Tollefson - Race Equity Task Force (Redacted).pdf
Velez - Race Equity Task Force (Redacted).pdf
Wilmot - Race Equity Task Force (Redacted).pdf

Councilmember Nassar introduced the agenda item.

MOTION: I move to forward for approval with the Consent Agenda at the February 12, 2019, Council meeting appointment of Brenda Fantroy-Johnson, Kian Ashabi, Janna Chan, James Friday, Susan Wilmot, Savanna Rovelstad, and Vyette Brownalenoir to serve on the Race Equity Task Force for a term lasting through June 2019.
Tirman/Nassar: The motion carried unanimously, 7-0.

8) FUTURE COUNCIL AGENDAS

8.A Future Council Agendas

Cover Page
City Council Regular Business Meeting 021219
City Council Study Session 021919
City Council Regular Business Meeting 022619
City Council Study Session 030519

Council discussed future Council agendas.

9) FOR THE GOOD OF THE ORDER

Mayor Medina mentioned the upcoming 6-month review of the City Manager.

Council discussed the potential recording of Ethics Board meetings and the use of microphones.

Mayor Medina asked Council if they would support a bill in front of the legislature related to affordable housing, and Council concurred.

Councilmember Deets mentioned the room arrangement for Study Sessions.

10) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:39 p.m.

_____
Kol Medina, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:**

AGENDA ITEM: Regular City Council Business Meeting Minutes, February 12, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

CCMIN 021219 BUSINESS MEETING

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 12, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina called the meeting to order at 6:05 p.m. in Council Chambers.

Mayor Medina, and Councilmembers Blossom, Deets, Nassar and Peltier were present. Deputy Mayor Schneider participated by phone. Councilmember Tirman was absent and excused.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as presented. The motion was approved by unanimous consent.

3) PUBLIC COMMENT

Nora Nickum spoke in favor of the orca recovery resolution.

Dave Henry spoke about the noticing of meetings and conflicts of interest.

4) MAYOR'S REPORT

Mayor Medina mentioned a vacancy on Kitsap Transit's Citizen Advisory Committee.

5) CITY MANAGER'S REPORT

City Manager Smith recognized the City's Operations and Maintenance Department, the Police Department, and the Bainbridge Island Fire Department for their work during the recent snow storm.

Public Works Director Loveless provided an information on the roads.

6) PRESENTATION(S)

6.A Utility Advisory Committee 2018 Annual Report and 2019 Work Plan

Cover Page
2018 Annual Report and 2019 Work Plan (Utility Advisory Committee).pdf
Recommendations on Fire and Other Municipal Codes Impacting Island Water Systems (Approved by the Utility Advisory Committee - May 9, 2018)
Recommendations for a Utility Review Process (Approved by the Utility Advisory Committee - June 27, 2018)

Public Works Director Loveless provided information on the annual report and workplan.

MOTION: I move to forward to the February 26, 2019, Consent Agenda acceptance of the Utility Advisory Committee's 2018 annual report and 2019 work plan as presented.
Peltier/Nassar: The motion was approved by unanimous consent.

7) UNFINISHED BUSINESS

7.A Project Options for Dave Ullin Open Water Marina - Public Works

Cover Page
DUOWM Existing conditions 2017.pdf
Option 1
DUOWM Option 1A.pdf
DUOWM CC 2_12-2019.pptx

Public Works Director Loveless introduced the agenda item. Council discussed the topic.

Public Comment
Rob Hershberg spoke on behalf of Bainbridge Island Rowing.

Paul Svornich commented on the project.

Charlotte Rovelstad commented on the project.

Sue Entress spoke about the Bainbridge Island Rowing Club.

Jennifer Ames-Karreman expressed the views of the rowing community.

Anthony Oddo, Co-Chair of the Marine Access Committee, spoke in favor of their recommendation.

Andy Rovelstad spoke regarding option 1A.

Elise Wright spoke in favor of amending option 1A.

Marie Palmer spoke in favor of the liveaboard community.

Council discussed the possibility of moving southern buoys to provide access for the rowers.

MOTION: I move to direct staff to proceed with the design option shown as Option 1 providing 16 residential spots in the Dave Ullin Open Water Marina.
Peltier/Nassar: Motion failed 3 – 3.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar
NOES: Joe Deets, Leslie Schneider, Kol Medina
ABSENT: Matt Tirman
ABSTAIN: None

7.B Information Services Agreement for Local Update of Census Addresses (LUCA) Operations - Planning

Cover Page
Information Services Agreement for Local Update of Census Addresses (LUCA) Operations
5-22-18 LUCA Agenda Bill

City Attorney Levan introduced the agenda item.

MOTION: I move to approve the information services agreement for local update of census addresses operations with Kitsap County and to rescind approval of the ILA for the same work that was approved by the City Council on May 22, 2018.
Blossom/Nassar: Motion carried 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

7.C Proposed 2019-2020 Citywide Communications Plan - Executive

Cover Page
Communications Plan - CC 12 Feb 2019.pptx
Survey Results - CC 12 Feb 2019.docx
Proposed Communications Workplan 2019-2020.docx

City Manager Smith introduced the agenda item. Communications Coordinator Drew provided a presentation on the proposed communication plan. Council concurred with the plan.

7.D Sunset Council Ad Hoc Tree Committee - Mayor Medina

Cover Page

Mayor Medina introduced the agenda item.

Jon Quitslund commented on the work of the committee.

MOTION: I move to approve to sunset the Council Ad Hoc Tree Committee, effective immediately.
Blossom/Nassar: The motion carried unanimously, 6-0.

7.E Review 2018 Citywide Workplan Results and 2019 Citywide Workplan Priorities - Executive

Cover Page
Citywide 2018 Workplan Results - Final.pdf
Citywide Priorities 2019-2020.pdf

City Manager Smith provided information on the 2018 workplan and 2019 workplan priorities.

8) NEW BUSINESS

8.A Amendment No. 1 to the Option and Water Tower Lease Agreement with Verizon Wireless - Executive

Cover Page
Amendment No. 1 to the Option and Water Tower Lease Agreement

Coverage Plot of Upgraded Telecommunications Equipment
October 13, 2011 Option and Water Tower Lease Agreement

City Attorney Levan introduced the agenda item.

MOTION: I move to forward Amendment No. 1 to the Option and Water Tower Lease Agreement with Verizon Wireless for approval with the February 26, 2019 Consent Agenda.
Blossom/Nassar: Motion carried 5 – 0, with Councilmember Peltier temporarily absent from the Chambers.

AYES: Sarah Blossom, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina
NOES: None
ABSENT: Ron Peltier, Matt Tirman
ABSTAIN: None

8.B Resolution No. 2019-11, Authorizing Emergency Repairs to a portion of Manitou Park Boulevard - Public Works
Cover Page
Resolution No. 2019-11 Recognizing Emergency at Manitou Park Blvd and Approving Emergency Work
Manitou Park Blvd Emergency Shoreline Exemption
City of Bainbridge Island Rolling Bay Walk Road End Erosion Emergency (17127) Hydraulic Project Approval

Public Works Director Loveless introduced the agenda item.

MOTION: I move to approve Resolution No. 2019-11, authorizing emergency repairs to a portion of Manitou Park Boulevard.
Blossom/Deets: The motion carried unanimously, 6-0.

8.C Resolution No. 2019-12 Relating to Protection of Southern Resident Orcas - Councilmember Peltier
Cover Page
Resolution No. 2019-12 Related to Protection of Southern Resident Orcas

Councilmember Peltier introduced the agenda item and read the resolution.

MOTION: I move to approve Resolution No. 2019-12.
Peltier/Nassar: The motion carried unanimously, 6-0.

9) CITY COUNCIL DISCUSSION

9.A Discuss Annual City Council Retreat and 2019 Council Priority Topics - Mayor Medina
Cover Page
DRAFT - 2019 City Council Priorities.docx
SGR 2019 Good Governance - Bainbridge Island.pdf

City Manager Smith provided information on the topic. Council concurred with the 2019 City Council Priorities.

Council discussed changing the retreat schedule and opted to move the retreat to late May or early June beginning in 2019.

10) CONSENT AGENDA

10.A Agenda Bill for Consent Agenda
Cover Page

10.B Accounts Payable and Payroll
Cover Page
Report to Council of Cash Disbursements 02-13-19
Payroll

Accounts Payable: last check number 349608 from previous run for $2020.00; manual check number sequence 349609 – 349650 for $919,338.06; regular check number sequence 349651 – 349796 for $632,990.87; EFT number 329 for $3,370.19; ACH 330 – 331 for $2,041.93. Total disbursement = $1,562,658.16.

Payroll: normal direct deposit check sequence 043879 – 044003 for $303,575.72; normal payroll check sequence 108848 – 108849 for $4,289.94; vendor check run sequence 108850 – 108864 for $320,446.28; ACH for $308.69; Federal Tax Electronic Funds Transfer for $116,314.11. Total disbursement = $744,934.74.

10.C Special City Council Meeting Minutes, January 15, 2019
Cover Page
CCMIN 011519 SPECIAL

10.D City Council Study Session Minutes, January 15, 2019
Cover Page
CCMIN 011519 STUDY SESSION

10.E Special City Council Meeting Minutes, January 18, 2019
Cover Page
CCMIN 011819 ANNUAL RETREAT

10.F City Council Regular Business Meeting Minutes, January 22, 2018
Cover Page
CCMIN 012219 BUSINESS

10.G Special City Council Meeting Minutes, January 29, 2019
Cover Page
CCMIN 012919 SPECIAL

10.H Resolution No. 2019-04, Updating the City's Procurement Policy - Finance
Cover Page
Exhibit A to Resolution No. 2019-04, Updated City Procurement Policy
Exhibit A to Resolution No. 2019-04 - Redline
Resolution No. 2019-04 Updating the Procurement Policy

10.I Appointments to the Race Equity Task Force - Mayor Medina
Cover Page
Albright - Race Equity Task Force (Redacted).pdf

Anderson - Race Equity Task Force (Redacted).pdf
Ashabi - Race Equity Task Force (Redacted).pdf
Brownalenoir - Race Equity Task Force (Redacted).pdf
Butler - Race Equity Task Force (Redacted).pdf
Cash - Race Equity Task Force (Redacted).pdf
Chan - Race Equity Task Force (Redacted).pdf
De Quintero - Race Equity Task Force (Redacted).pdf
DeRosalia - Race Equity Task Force (Redacted).pdf
Epanchin - Race Equity Task Force (Redacted).pdf
Erickson - Race Equity Task Force (Redacted).pdf
Fantroy-Johnson - Race Equity Task Force (Redacted).pdf
Friday - Race Equity Task Force (Redacted).pdf
Frobe - Race Equity Task Force (Redacted).pdf
Golden - Race Equity Task Force (Redacted).pdf
Hersey - Race Equity Task Force (Redacted).pdf
Lyman - Race Equity Task Force (Redacted).pdf
Malatesta - Race Equity Task Force (Redacted).pdf
Montroy - Race Equity Task Force (Redacted).pdf
Peterson - Race Equity Task Force (Redacted).pdf
Phillips - Race Equity Task Force (Redacted).pdf
Rauktis - Race Equity Task Force (Redacted).pdf
Rovelstad - Race Equity Task Force (Redacted).pdf
Tollefson - Race Equity Task Force (Redacted).pdf
Velez - Race Equity Task Force (Redacted).pdf
Wilmot - Race Equity Task Force (Redacted).pdf

MOTION: I move to approve the Consent Agenda, as presented.
Nassar/Peltier: The motion was approved by unanimous consent.

11) COMMITTEE REPORTS

Councilmember Peltier reported on a Puget Sound Regional Council Growth Management Policy Board meeting.

12) FOR THE GOOD OF THE ORDER

Councilmember Deets mentioned a proposal for bike lanes on Agate Pass Bridge. Mayor Medina will contact Senator Rolfes to discuss how to best present the proposal.

City Manager Smith provided an update on power outages.

13) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:03 p.m.

_____
Kol Medina, Mayor

_____

Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Utility Advisory Committee 2018 Annual Report and 2019 Work Plan,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The committee's 2018 annual report and 2019 work plan.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

2018 Annual Report and 2019 Work Plan (Utility Advisory Committee).pdf

Recommendations on Fire and Other Municipal Codes Impacting Island Water Systems(Approved by the Utility Advisory Committee - May 9, 2018)

Recommendations for a Utility Review Process (Approved by the Utility Advisory Committee - June 27, 2018)

FISCAL DETAILS:

Fund Name(s):

Coding:

MEMORANDUM

TO: **COBI City Council**

FROM: **COBI Utility Advisory Committee**

DATE: **January 9, 2019**

SUBJECT: **Report on UAC's 2018 Activities and Proposal for 2019 Work Plan**

This memorandum summarizes the activities of the Utility Advisory Committee during 2018, and proposes topics for its focus during 2019.

2018 Activities

Below is a report on the activities during 2018, in rough chronological order:

1. Impact of Fire Code. The Comprehensive Plan includes Policy U 11.5 relating to differential standards for fire flow requirements in urban and non-urban areas. The Council asked the UAC to study this issue and develop recommendations, which the UAC did during 2017-2018. The UAC completed and submitted its report and recommendation to the Council on May 9, 2018.

2. Periodic Review of Utility Systems. The Comprehensive Plan includes High Priority Action #1 and Goal U-9 relating to periodic review of island utility services. In 2017, the Council suggested the UAC conduct a "heightened review" of a utility each year, starting with the sewer system. The UAC recognized that a comprehensive review of the sewer system had been done in 2015-16 as part of the development of the long-planned Sewer System Plan, and so a focus on the sewer system was not needed. Rather, the UAC decided to begin to implement U Action #1, which is to "develop a process for periodic review of island utility systems." The UAC did that during 2017-2018, completing its report and recommendation to the Council on June 27, 2018.

3. Internet Service. The Comprehensive Plan includes High Priority Action #4 and Policy U 16.10 relating to island internet service. The Council initially asked the UAC to investigate this issue. The UAC learned that the City Manager had also begun examination of this issue, and therefore invited him to coordinate with UAC on his efforts, which he did. The City Manager ultimately made a recommendation to the Council, and therefore the UAC took no further action.

4. 2019-20 Budget. During 2018, the staff developed its proposed biennial budget and the related Capital Improvement Programs for the City's utilities. The staff consulted with and received input from UAC regarding the draft budget and CIP's.

5. Water/Sewer Rate Study. The City retained a consultant to evaluate the rates, fees, and charges of the water and sewer utilities. The consultant and staff met with the UAC on multiple occasions during 2018, and together developed a recommendation regarding one portion of the evaluation, that being the System Participation Fees (SPFs). On November 14, 2018, the UAC recommended approval of the proposed modification to the SPFs, and the City Council adopted the modifications on December 11, 2018. This was a major activity of the UAC this past year, and the work will continue into 2019 as recommendations are finalized for the water and sewer rates.

2019 Work Plan

During 2019, it is anticipated the UAC will be focused on the following topics:

A. Water/Sewer Rate Study. As discussed in item #5 above, this issue will be a major part of the UAC's work during the first part of 2019.

B. Small Water Systems. The Comprehensive Plan includes High Priority Action #3 and Policy U 11.6 and 11.7 encouraging cooperation or consolidation of smaller water utilities. In 2017, the UAC began to study processes for implementing these policies, but the effort was not completed to focus on the higher priority activities discussed above. The UAC anticipates resuming this study during 2019.

C. "Heightened Review" of a Utility. As explained in item #2 above, on June 27, 2018, the UAC submitted a recommended process for conducting periodic "heightened reviews" of selected utilities. The Council has not yet acted on that recommendation. The UAC recommends the council review and adopt a "heightened review process," and select a utility for review based on size of the utility, timing of franchise renewals, and environmental, financial, service, and other issues of concern. (UAC understands that a franchise agreement is presently being negotiated with Kitsap Public Utility District, and that the franchises of Comcast and Puget Sound Energy are up for renewal in 2021 and 2022, respectively.)

D. Stormwater Study. The 2019-20 budget includes an allocation of $100,000 for a study of a stormwater quality improvement project. The UAC anticipates discussing the planned study with the Public Works Department staff.

E. Sewer Tertiary Treatment Study. The 2019-20 budget includes an allocation of $100,000 for investigation of sewer tertiary treatment at the Winslow Treatment Plant. The UAC anticipates discussing the planned method for doing so with the Public Works Department staff.

F. CIP Projects. The City Council approved a six-year Capital Improvement Plan for the City's utilities. The UAC anticipates discussing the planned projects with the Public Works Department staff.

Unanimously approved by UAC on January 9, 2019.

Jeff Kanter, Co-Chair	Ted Jones
Andy Maron, Co-Chair	Nancy Nolan
Charlie Averill	Emily Sato
Steve Johnson	

CITY OF BAINBRIDGE ISLAND

MEMORANDUM

TO: City Council

FROM: Utility Advisory Committee

DATE: May 9, 2018

SUBJECT: Recommendations on Fire and Other Municipal Codes Impacting Island Water Systems

Background

The COBI municipal code sections applicable to water systems understandably focuses on the City owned systems. Today's code is likely a holdover from when Winslow was the City. Today, there are 28 Class A[1] water systems on the island (two are owned by COBI and four owned by Kitsap Public Utility District) and approximately 155 Class B[2] water systems.

In 2016 the Utility Advisory Committee responded to concerns that small rural water systems were forestalled from upgrading due to interpretation of the BIMC and construction requirements by recommending the inclusion of a policy in the Utility Element of the Comprehensive Plan to encourage cost effective upgrades of water systems to improve both water quality and possibly fire flow.

The City Council thereafter adopted the following Policy as part of the Utilities Element of the Comprehensive Plan:

> *Policy U11.5: Adopt standards that differentiate between urban and non-urban density fire flow requirements. A differential policy is needed to promote cost effective water system upgrades by the many small water systems on the island.*

In 2017, the City Council added implementation of this policy to the UAC's work plan. Accordingly, a subcommittee of the UAC began research on governmental regulations of upgrades of water systems serving single family residences in an effort to develop the standards and /or policy that would accomplish the goals of Policy U11.5.

The subcommittee's research included review of the current COBI Fire Code and other relevant City codes, review of fire codes from other jurisdictions, meetings with Bainbridge Island Fire Marshal Luke Carpenter, the Fire Marshal of Kitsap County, KPUD, City staff, and managers of various small water systems, and discussions with the Public Works Department regarding the City's Design and Construction Standards.

The subcommittee's research uncovered the following findings:

1) Water systems upgrades and improvements are subject to COBI's Fire Code, The City's Right of

[1] Having 15 or more connections or serving public schools.
[2] Having 3 to 14 connections.

Way Design and Construction Standards, and regulations contained in the Washington Administrative Code and promulgated by the Department of Ecology and the Department of Health's Office of Drinking Water.

2) There appears to be a differential review process by the City of Bainbridge Island with regard to water system projects. What governs the review process seems to be determined by :
   a) Whether the system is owned by the City or one of the independent water purveyors such as KPUD,
   b) Whether the water system construction/extension is in response to a building permit for new or remodeled structures, and
   c) Whether the work will be performed in the City's right-of-way or private property.

3) BIMC sections that address water systems are:
   a) BIMC Title 13, chapters 13.08, 13.10, 13.18, and 13.20 Public Services –Water – Codifies the policies and procedures of presumably the City owned water systems.
   b) BIMC Title 20 Fire Code – Codifies requirements for buildings not water systems
   c) BIMC Design and Construction Standards, sections 10-15 – Codifies construction practices and specifies materials for water system infrastructure in the city right-of-way.

4) BIMC Title 13 appears to apply to only City-owned water systems while Title 20 of the Fire Code applies to the entire Island. However, there are 11 references in Title 20 to Title 13. It is therefore unclear whether specific chapters of 13 that are referenced in Title 20 of the code apply to non-city systems.

5) Amendment B 105.1 of the COBI Fire Code,[3] section 20.04.110, provides the foundation for fire flow requirements for one and two family dwellings of 3600 square feet or smaller at a rate of 1,000 gallons per minute. The section then provides various exceptions which are intended for construction where the mandated flow is not available. While the section does not provide for a required time period, the IFC code as adopted specifies one hour. Thus, this Code, by reference, implies a requirement that water systems have a fire flow storage capacity of 60,000 gallons.

   In Addition to fire flow storage, the Department Health's Office of Drinking Water requires a water system to have sufficient water storage to provide for peak day service during an event.

6) The Design and Construction standards outlined in section 10-15 for the installation of water systems in the City Right-of-Way are extensive and appear to have been originally written for extensions to the Winslow system. However, as currently written, these standards can be construed to apply to independent water systems creating an undue burden on smaller systems outside of the City's Winslow core.

[3] Based on the International Fire Code

7) Achieving the requirements of the fire code and the right-of-way code, as written, along with other jurisdictional codes may result in water system upgrade designs that are cost prohibitive for many of the water systems on the island. As a result, aging water systems may find the financial and physical requirements beyond their capacity. The unintended consequence of the current regulations may actually be impeding implementation of water quality and fire flow improvements and disaster preparedness.

8) Kitsap County's Fire Code amends the International Fire Code, the basis for all fire codes including COBI's Fire Code, to reduce the required fire flow requirements to 500 gallons per minute for 30 minutes. Apparently, many other communities do the same, and this standard is also contained in the Washington Survey and Ratings Bureau standards. This standard reduces the required fire flow storage to 15,000 gallons.

9) Based on discussions with the Fire Marshal and Public Works director, there is not currently an expectation that independent water systems comply with the standards as strictly interpreted.

10) While the current COBI Fire Code does not on its face provide for water systems to depart from the 1000 GPM fire flow standard based on size or capacity, former Fire Marshal Luke Carpenter used his discretion, as authorized under section B 103.1 of the IFC, to provide a more pragmatic and reasonable approach for single family residences under 5000 square feet. He permits construction of such a structure if the serving water system can provide 500 gallons per minute and further requires sprinklers for houses over 5000 square feet.

11) The Fire Department estimates that 40% of homes on Bainbridge island do not have access to a fire hydrant.

12) Pragmatically, the current governmental review process for water systems is different depending on whether the system is new, is connected to City, KPUD, or smaller preexisting water systems, or is served by an individual well. The level of City review is also affected by whether the water system work is to be performed in a City right of way.

13) When a water systems seeks to upgrade its facilities, there needs to be greater clarity and certainty about the review by the Planning Department, Public Works Department, and the Fire Marshal.

After drafting an initial proposal, the subcommittee had several meetings with the Utility Advisory Committee at large and with the Fire Marshals Carpenter and Moravec.

At these meetings the UAC and the Fire Marshals agreed that it would be useful to create a working group of various interested parties including representatives of Group A and B water systems and the Fire Marshal to focus on these issues so as to encourage better fire safety on the island. Also, there was a recommendation that a member of the City Public Works Department attend these meetings to assist with any questions regarding the City's Design and Construction Standards.

Fire Marshal Carpenter also noted that the International Fire Code is due to be revised in 2018 and by the City in 2019, and the working group could provide input about any and all issues that smaller water systems were encountering in following the fire and other municipal codes when upgrading their systems.

The objective of these meetings would be to work with the Fire Marshal and the Public Works

systems to improve water quality and fire flow where possible.

UAC Recommendations:

1. Assemble a working group of Group A and B representatives to discuss their concerns with the Fire Marshal and the city's Public Works department.
2. Clarify Code section BIMC 20.04.110 to reflect the Fire Marshal's actual current approach for residential construction. See Background #13 above.
3. Review and update the fire code standards ~~that~~ to provide clarity for both new developments and water systems seeking to upgrade their facilities.
4. Review and clarify Utilities and Right of Way uses section 10-15 water line requirements.
5. Review and provide clarity regarding BIMC 13 sections on water as to its impact, if any, on non-city owned systems.
6. Revise and map current and projected infrastructure to determine areas that can be upgraded.
7. Work with City staff, major water systems and the fire marshal to develop uniform water system standards for design, construction, and fire flow for island water systems. These standards need to be sensitive to the limitations of small water systems

Approved unanimously at the Utility Advisory Meeting of May 9, 2018

Co-Chair Andrew Maron

Co-Chair Jeff Kanter

Jim Thrash

Nancy Nolan

Emily Sato

Steve Johnson

Ted Jones

Attachments: Excepts from Bainbridge Island Comprehensive Plan and Code sections of other jurisdictions

Additional Comprehensive Plan Policies -

Policy U 11.6 - "Encourage and support water utilities to enter into cooperative activities, such as jointly managed operations, shared storage, and construction of interties, to manage water resources and systems more efficiently, economically, and safely."

And,

Policy U 11.7 - "Encourage and facilitate consolidation of water systems, with particular emphasis on mergers of contiguous and small systems, to manage water resources and systems more efficiently, economically, and safely."

Kitsap County

Municipal Code B105.1 One – and two- family dwellings. The minimum fire-flow requirements for one- and two – family dwellings in subdivisions shall be 500 gallons per minute for thirty (30) minutes.

Developments of 6 homes or less, not exceeding 3,600 sq. ft. are not required to provide fire flow.– (based on discussion with Morgan Johnson, general manager of Silverdale Water District)

Mason County Interim Fire Flow Standards for Group A Public Water Systems, Existing Residential Development -

- Fire suppression storage shall based on a minimum of 500 gallons per minute (gpm) flow for 30 minutes duration, which equates to 15,000 gallons for fire protection, and is also consistent with stipulations in the State Water System Coordination Act. The minimum dedicated fire suppression storage volume at any time shall not be less than 15,000 gallons. This minimum would be in addition to other storage volumes required for public water systems under the state drinking water rules and design requirements.

- If water is provided from other sources for fire control purposes, the gallon requirements for fire storage requirement may be reduced by 25%.

King County recognizes a differential requirement based on the following:

17.08.030 Exemptions.

A. The following permits and approvals are exempt from the water flow and fire hydrant requirements of this chapter. These exemptions do not exempt any development from compliance with the requirements of state law.

1. Subdivisions and short subdivisions located outside an Urban Growth Area designated by the King County comprehensive Plan and that do not contain a lot less than thirty-five thousand square feet in size.

4. Building permits for structures that:

a. do not exceed two-thousand-five hundred square feet in floor area (excluding garage);

b. are served by a Group B water system; and

c. are located outside an Urban Growth Area.

5. Building permits for structures that exceed the two-thousand-five hundred square feet limit provided for in subsection A.4.a. of this section, but comply with subsection A.4.b. and c. of this section, shall be exempt from this chapter if the fire marshal determines that the project will not create a substantial fire hazard.

B. The fire marshal shall have the authority to impose conditions including, but not limited to, increased setbacks, use of fire retardant materials or sprinkler system requirements on permits exempt under subsection A. of this section where necessary to mitigate identified fire hazards.

Thurston County exempts private water systems from meeting the code as flows:

Thurston County 14.32.110 - Section 507 amended—Fire protection water supplies.

International Fire Code sections 507.1, 507.2, 507.3 and 507.5.1 are amended, and section 507.6 is added to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed, or are converted from a single/two family dwelling or townhome to a non-residential use, or are substantially improved or moved into or within the jurisdiction.
Exceptions:
1. Group U Occupancies.
2. Private residences, townhouses and their accessory structures not served by a municipal water supply. However, if a municipal water system supplies hydrants for group R-3 and U occupancies, the hydrants shall comply with Appendix C as amended by Thurston County.
(Group A and B water systems are not considered municipal water supplies)

MEMORANDUM

TO: CITY COUNCIL

FROM: UTILITIES ADVISORY COMMITTEE

DATE JUNE 27, 2018

SUBJECT: UAC RECOMMENDATIONS FOR A UTILITY REVIEW PROCESS

The City Council, through the 2018 UAC Work Plan, asked the UAC to establish a process to review Island utility services on a three year cycle. Specifically from the 2018 UAC Work Plan;

d) Sewer System Review. The UAC will consider conducting a "heightened review" of the sewer system, which has been described as a review of "performance, reliability and cost of service."

g) Review of Utilities. Develop a process for periodic review of island utility services. (This is a High Priority Action in the Utilities Element of the 2017 Comprehensive Plan.)

We hereby present our recommendation and ask to present it to the Council in a public meeting.

Approved by UAC on June 27, 2018

Co-chairs: J. Kanter, A. Maron

Members: S. Johnson, T. Jones, N. Nolan, E. Sato and J. Thrash

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	5	COBI Utility Records	COBI Staff	minimal	2	How far back are records?
	P2	Flooding roads	5	COBI Utility Records	COBI Staff	minimal	3	How accurate is data?
	P3	Flooding homes/businesses	4	Records				
	P4	Maintenance down time	1					
	P5	Customer satisfaction		Customer rating/comments	Survey	moderate		
	P6	High and low flow						
	P7	Regulator Compliance						
	P8	Comp Plan adherence		environmental, land use and utility goals				
	P9							
Cost (Efficiency)	C1	Rate payer bills	5	City & other local systems				
	C2	Operating costs		City & other local systems				
	C3	Admin costs		City & other local systems				
	C4	Capital Cost prediction		City & other local systems				
	C5	Debt service costs		City & other local systems				
	C6							
Vulnerability (Risk)	V1	Failing Infrastructure?						
	V2	Damage to private property						
	V3	Required upgrades						
	V4	Damage to enviro (incl fines)						
	V5	Public injury or death						
	V6							
Opportunity	O1	Tech advances						
	O2	Cooperation with others						
	O3	New grants						
	O4	Disaster survival / recovery						
	O5							
Scope	S1	Serving desired area						
	S2	Serving desired customers						
	S3	Level of service to customer						
	S4	Fish passage						
	S5	Aquifer recharge						
	S6							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1							
	P2							
	P3							
	P4							
	P5							
Cost (Efficiency)	C1							
	C2							
	C3							
	C4							
	C5							
Vulnerability (Risk)	V1							
	V2							
	V3							
	V4							
	V5							
Opportunity	O1							
	O2							
	O3							
	O4							
	O5							
Scope	S1							
	S2							
	S3							
	S4							
	S5							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations	UAC Discussed
Performance (Effectiveness)	P1	Unexpected Interruptions	3	COBI Utility Records	COBI Staff	low	2	How far back are records? Pretty rare	
	P2	Large Spills to enviro (equip failure)	5	COBI Utility Records	COBI Staff	low	3	very accurate also Kitsap Health District	
	P3	Impact on homes and business (equip failure)	5	Records				Most failures are reported	
	P4	(denial of service)Maintenance down time	1	don't know				Very rare	
	P5	Customer satisfaction	2	Customer rating/comments	Survey or complaints	med		see-click-fix reports. Survey is overkill	
	P6	Effluent quality (required)	5	COBI Utility Records	daily city sampling reports			Discharge monitoring report to DOE	
	P7	Solids management	5	COBI Utility Records					
	P8	Comp Plan - progress towards vision	3	environmental, land use and utility goals	Comp Plan review				
	P9	Inflow and Infiltration (I&I)	5	PW records	COBI Staff				
Cost (Efficiency)	C1	Rate payer bills	5	benchmark local systems	Consultant	med		possibly UAC	
	C2	Operating costs	4	Rate Study	Consultant	med			
	C3	Admin costs	4	Rate Study	Consultant	med			
	C4	Capital Cost prediction	4	Rate Study	Consultant	med			
	C5	Debt service costs	4	Rate Study	Consultant	med			
	C6	Sufficiency of connection fee schedule	5	Rate Study	Consultant	med		and participation fees.	
Vulnerability (Risk)	V1	Failing Infrastructure?	4						
	V2	Damage to private property	4						
	V3	Required upgrades	4						
	V4	Technology obsolescence	4						
	V5	Cyber security	3						
	V6	Damage to enviro (incl fines)	5						
	V7	Public injury or death	5						
	V8								
Opportunity	O1	Tech advances	4						
	O2	Cooperation with others	5					Irrigation, GW recharge, pre-treatment	
	O3	New grants	4						
	O4	Disaster survival / recovery	5						
	O5								
Scope	S1	Serving desired area	4						
	S2	Serving desired customers	4						
	S3	Level of service to customer	5					Gravity, pumped, grinder	
	S4	Output quality	5					Tertiary treatment, GW recharge, irrigation, outfall	
	S5	Industrial waste pretreatment	4						

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	5	COBI Utility Records	COBI Staff	minimal	2	How far back are records?
	P2	Large pipe breaks	5	COBI Utility Records	COBI Staff	minimal	3	How accurate is data?
	P3	Local spills (to homes)	4	Records				
	P4	Maintenance down time	1					
	P5	Customer satisfaction		Customer rating/comments	Survey	moderate		
	P6	Quality (bacteria, taste, smell, color						
	P7	Regulator Compliance						
	P8	Comp Plan adherence		environmental, land use and utility goals				
	P9	Flouridation						
Cost (Efficiency)	C1	Rate payer bills	5	benchmark local systems				
	C2	Operating costs		Rate Study	Consultant	high		
	C3	Admin costs		Rate Study	Consultant	high		
	C4	Capital Cost prediction		Rate Study	Consultant	high		
	C5	Debt service costs		Rate Study	Consultant	high		
	C6	Sufficiency of connection fee schedule		Rate Study	Consultant	high		and participation fees.
Vulnerability (Risk)	V1	Failing Infrastructure?						
	V2	Damage to private property						
	V3	Required updates						
	V4	Technology obsolescence						
	V5	Cyber security						
	V6	Public injury or death						
	V7	Catastrophic fire flow						
	V8							
Opportunity	O1	Tech advances						
	O2	Cooperation with others						conservation efforts
	O3	New grants						
	O4	Disaster survival / recovery						
	O5							
Scope	S1	Serving desired area						
	S2	Serving desired customers						
	S3	Level of service to customer						Drinking, irrigating, firefighting, industrial
	S4	Water quality						
	S5							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	5	COBI Utility Records	COBI Staff	minimal	2	How far back are records?
	P2	Customer satisfaction		Customer rating/comments	Survey	moderate		
	P3	Regulator Compliance						
	P4	Comp Plan adherence		environmental, land use and utility goals				
	P5							
Cost (Efficiency)	C1	Rate payer bills	5	provider & other local systems				
	C2	Operating costs		provider & other local systems				
	C3	Admin costs		provider & other local systems				
	C4	Capital Cost prediction		provider & other local systems				
	C5	Debt service costs		provider & other local systems				
	C6							
Vulnerability (Risk)	V1	Failing Infrastructure?						
	V2	Damage to private property						
	V3	Required upgrades						
	V4	Damage to enviro (incl fines)						
	V5	Public injury or death						
	V6							
Opportunity	O1	Tech advances						
	O2	Cooperation with others						
	O3	New grants						
	O4	Disaster survival / recovery						
	O5							
Scope	S1	Serving desired area						
	S2	Serving desired customers						
	S3	Level of service to customer						
	S4							
	S5							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	5	Provider, regulator records		minimal		How far back are records?
	P2	Maintenance down time	1	Provider, regulator records				
	P3	Customer satisfaction		Customer rating/comments	Survey	moderate		
	P4	Regulator Compliance		regulator records and actions				
	P5	Comp Plan adherence		environmental, land use and utility goals				
	P6							
Cost (Efficiency)	C1	Rate payer bills	5	provider & other local systems				
	C2	Operating costs		provider & other local systems				
	C3	Admin costs		provider & other local systems				
	C4	Capital Cost prediction		provider & other local systems				
	C5	Debt service costs		provider & other local systems				
Vulnerability (Risk)	V1	Failing Infrastructure?						
	V2	Required upgrades						
	V3	Technology obsolescence						
	V4	Cyber security						
	V5							
Opportunity	O1	Tech advances						
	O2	Cooperation with others						Public and emergency broadcasting
	O3	New grants						
	O4	Disaster survival / recovery						
	O5							
Scope	S1	Serving desired area						all island or zones
	S2	Serving desired customers						residential, school, business, govt
	S3	Level of service to customer						speed, quality, access
	S4							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	5	Provider, regulator records		minimal		How far back are records?
	P2	Maintenance down time	1	Provider, regulator records				
	P3	Customer satisfaction		Customer rating/comments	Survey	moderate		
	P4	Regulator Compliance		regulator records and actions				
	P5	Comp Plan adherence		environmental, land use and utility goals				
	P6							
Cost (Efficiency)	C1	Rate payer bills	5	provider & other local systems				
	C2	Operating costs		provider & other local systems				
	C3	Admin costs		provider & other local systems				
	C4	Capital Cost prediction		provider & other local systems				
	C5	Debt service costs		provider & other local systems				
Vulnerability (Risk)	V1	Failing Infrastructure?						
	V2	Required upgrades						
	V3	Technology obsolescence						
	V4	Cyber security						
	V5							
Opportunity	O1	Tech advances						
	O2	Cooperation with others						Public and emergency broadcasting
	O3	New grants						
	O4	Disaster survival / recovery						
	O5							
Scope	S1	Serving desired area						all island or zones
	S2	Serving desired customers						residential, school, business, govt
	S3	Level of service to customer						speed, quality, access
	S4							

Utility Review Scope Elements

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Consideratons
Performance (Effectiveness)	P1	SAIDI						
	P2	SAIFI						
	P3	Impact on homes and business (equip failure)						
	P4	Customer satisfaction						
	P5	Comp Plan - progress towards vision						
	P6							
Cost (Efficiency)	C1							
	C2							
	C3							
	C4							
	C5							
Vulnerability (Risk)	V1							
	V2							
	V3							
	V4							
	V5							
Opportunity	O1							
	O2							
	O3							
	O4							
	O5							
Scope	S1							
	S2							
	S3							
	S4							
	S5							

UAC Recommendation to COBI Council for a Periodic Utility Review Process

City of Bainbridge Island | Utility Advisory Committee

July 2018

Periodic Utility Review Process Goals

- Council requested UAC to: Establish a process to review island utility services on a three-year cycle. Specifically from the 2018 UAC Work Plan

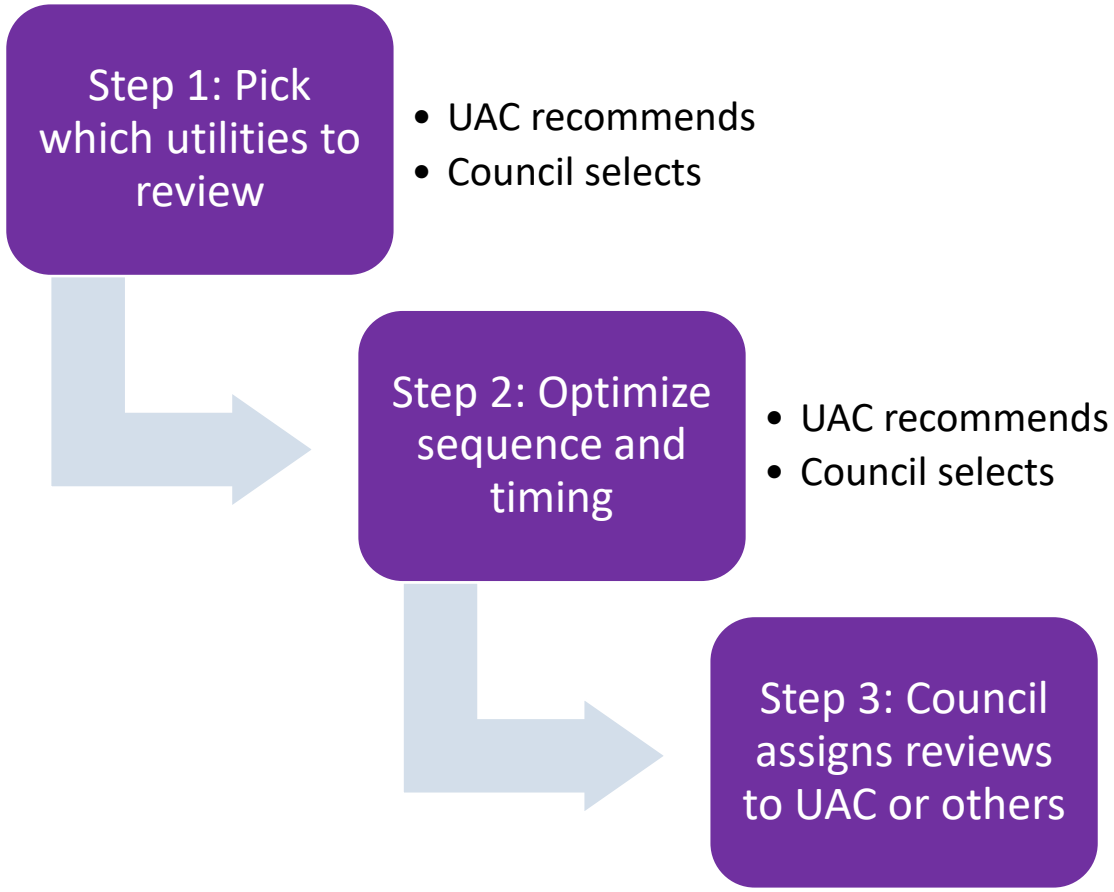
  d) Sewer System Review. The UAC will consider conducting a "heightened review" of the sewer system, which has been described as a review of "performance, reliability and cost of service."

  g) Review of Utilities. Develop a process for periodic review of island utility services. (This is a High Priority Action in the Utilities Element of the 2017 Comprehensive Plan.)

- Each review would:

1. Review current operation; performance and cost
2. Assess risks and opportunities
3. Take citizens' perspective (both as taxpayers and ratepayers)
4. Provide facts and insight to Council
5. Potentially recommend actions

Steps in Getting Organized



Details of Step 2: Optimize Sequence and Schedule

City Owned Utilities

- Sewer
- Water
- Storm water

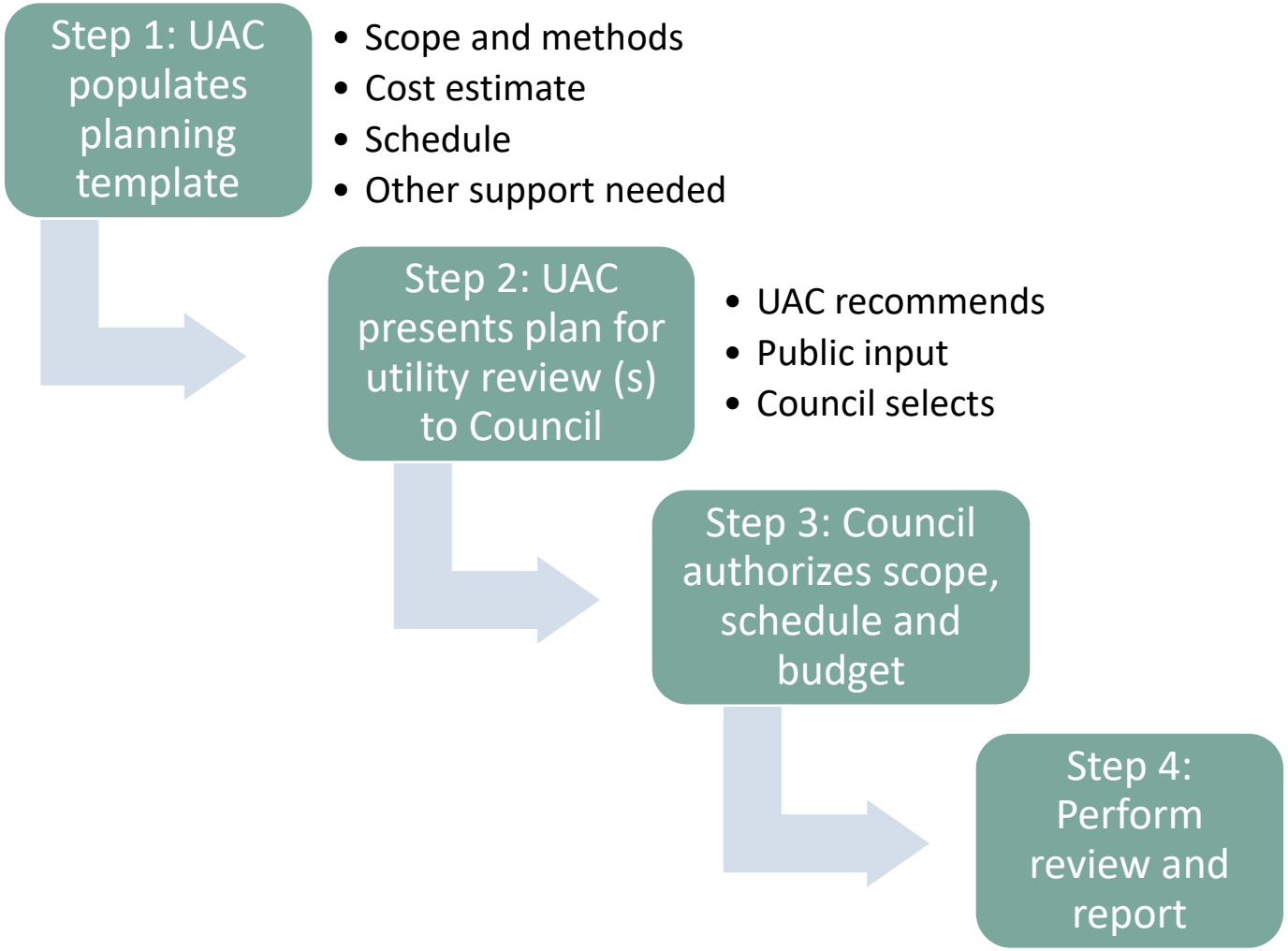
Non-Owned Utilities

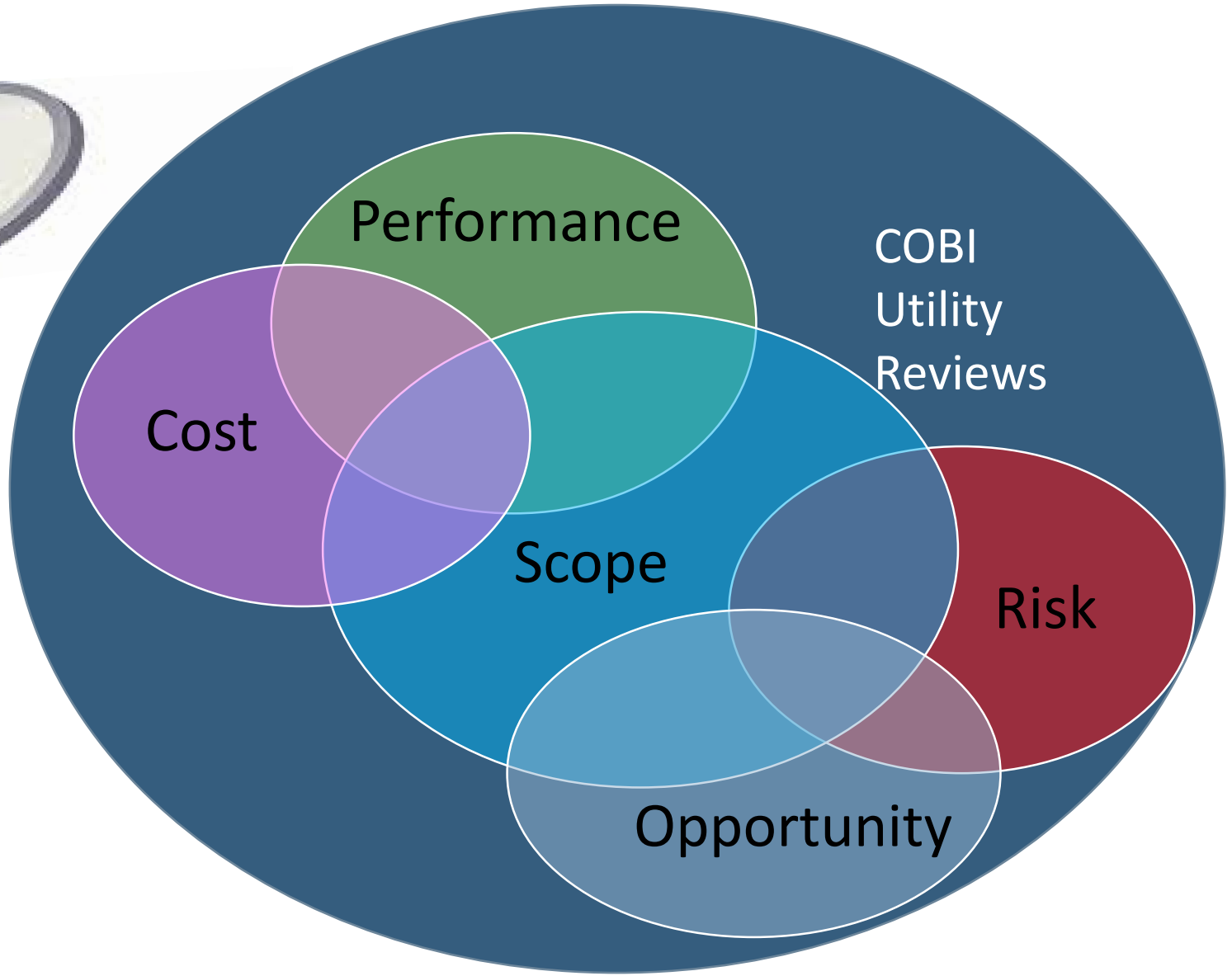
- Electricity
- Telecom
  - Phone
  - Cellular
  - Cable
  - Internet
- Solid waste

Considerations

- Time since prior review (s)
- Regulators' Requirements
- Franchise Renewal Deadlines
- Urgency of Risk or opportunity
- Capacity of UAC and COBI staff

Steps in Planning Each Utility Review




Performance
COBI
Utility
Reviews
Cost
Scope
Risk
Opportunity

Scalable and Tailorable Template

- Establish general template that can be used for each utility review
- At highest level major element of every review is the same. Template ensures scope is comprehensive.
- Many measures are common to all of our utilities, but
  - Some may be omitted if not germane
  - Some may need significant expansion for a particular utility
- Excel worksheets to help UAC define, structure and execute the reviews

Step 1: Populate Scoping Spreadsheet Template for Each Utility

Rows = Topics (multiple elements in 5 categories)

- Performance (effectiveness)
- Cost (efficiency)
- Vulnerability (risk)
- Opportunity
- Scope

Columns = data elements

- Data to review
- How to obtain / analyze the data
- Approximate cost
- Schedule
- Importance / priority

Example: Portion of Sewer Template *(working draft)*

Element	Measure Number	Measure	Importance (5 High - 1 Low)	What to review	How to obtain / analyze	Cost	Duration (weeks)	Other Considerations
Performance (Effectiveness)	P1	Unexpected Interruptions	3	COBI Utility Records	COBI Staff	low	2	How far back are records? Pretty rare
	P2	Large Spills to enviro (equip failure)	5	COBI Utility Records	COBI Staff	low	3	very accurate also Kitsap Health District
	P3	Impact on homes and business (equip failure)	5	Records				Most failures are reported
	P4	(denial of service)Maintenance down time	1	don't know				Very rare
	P5	Customer satisfaction	2	Customer rating/comments	Survey or complaints	med		see-click-fix reports. Survey is overkill
	P6	Effluent quality (required)	5	COBI Utility Records	daily city sampling reports			Discharge monitoring report to DOE
	P7	Solids management	5	COBI Utility Records				
	P8	Comp Plan - progress towards vision	3	environmental, land use and utility goals	Comp Plan review			
	P9	Inflow and Infiltration (I&I)	5	PW records	COBI Staff			
Cost (Efficiency)	C1	Rate payer bills	5	benchmark local systems	Consultant	med		possibly UAC
	C2	Operating costs	4	Rate Study	Consultant	med		
	C3	Admin costs	4	Rate Study	Consultant	med		

Potential Elements for Any Utility Review

A. **Utility Performance (*Effectiveness*)**
   - Is it doing what it is established to do?
   - Reliability and quality
   - Is COBI community satisfied?
   - Are regulators satisfied?

B. **Utility Cost (*Efficiency*)**
   - Are rates competitive against benchmarks?
   - Are rates fair to all rate classes?
   - Are rate payers satisfied?

Potential Elements for Any Utility Review

c. **Vulnerabilities (*Risks*)**

- Financial Risk: Is there a surprise bill looming?
  - Decaying Infrastructure [Example: collapsing culverts]
  - Mandatory additional expenses [Example: fish passages]
- Performance Risk: What could compromise service?
  - Ordinary redundancy and disaster survivability/recovery
- Safety Risk: Explosion, flood…
- Health Risk: Toxic cloud, EM radiation, pathogens, chemicals…
- Environmental Risk: water, air, soil pollution, habitat
- Technological Risks: Obsolescence, cyber security…

Potential Elements for Any Utility Review

D. **Opportunities**

- Technology advances
- Funding / financing opportunities
- Collaboration and partnership opportunities
- Disaster preparedness: survival, restoration and recovery

E. **Scope**

- Consistency with Comprehensive Plan
- Compliant with applicable laws, polices, and best practices
- Service area
- Service levels

Finite UAC Capability to Conduct Reviews

- For each utility review, UAC (with Council validation) must decide which elements are most important and which ones may be responsibly omitted

- For each review, UAC will need to chose how to assess each element
  - Some may be a natural fit for COBI staff
  - Some study can be performed by UAC members themselves
  - Some may need to be contracted (requires Council action)
  - Some may involve public participation including workshops or polls

UAC Engagement with Council

1. Advise on selection of utilities to review
2. Advise on selecting elements to be in or out of scope
3. Request any significant staff support beyond routine PW support
4. Request and justify use of consultants if needed
5. Obtain community outreach as needed (workshops, polls, etc.)
6. Inform Council of status
7. Make interim and final recommendations; reports and presentations

Next Steps

1. **Council approves this process**
2. **Council asks us to initiate first reviews(s)**

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Amendment No. 1 to the Option and Water Tower Lease Agreement with Verizon Wireless - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Consider approval of an amendment to an existing lease agreement with Verizon Wireless, allowing Verizon Wireless to update, subject to obtaining all required permits and approvals, telecommunications equipment mounted on the City's Water Tower located at 9445 NE New Brooklyn Road in exchange for an increase in the annual fees paid to the City.

FISCAL IMPACT:

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

BACKGROUND: On October 13, 2011, the City and the School District executed an Option and Water Tower Lease Agreement ("Lease Agreement") with Verizon Wireless ("Verizon"), allowing Verizon to mount telecommunications equipment on the City's water tower located on School District property at 9445 NE New Brooklyn Road.

By its terms, the duration of the Lease Agreement can last for up to four five-year terms, unless terminated earlier.

Currently, Verizon annually pays $10,350 to the City and $10,350 to the School District for a total of $20,700 each year, which increases by 15% at the start of each new five-year term under the agreement.

Under the proposed amendment, Verizon would annually pay $12,250 each to the City and to the School District for a combined total of $25,000 per year. This sum would then increase by 2.5% annually for the duration of the Lease Agreement.

Under the terms of the Lease Agreement, Verizon must obtain all required permits and permissions before installing or modifying telecommunications equipment located on the City's water tower.

According to Verizon, the planned upgrades to the telecommunications equipment mounted on the City's water tower would improve coverage in the immediate area. See the attached coverage plot, provided by Verizon, for more detail. According to Verizon, green on the coverage plot indicates a strong cellular signal, yellow indicates a moderate cellular signal, and gray indicates a poor cellular signal. Note, the coverage plot was developed to show only the effect of the proposed upgrades to the equipment located on the City's water tower.

ATTACHMENTS:

Amendment No. 1 to the Option and Water Tower Lease Agreement

Coverage Plot of Upgraded Telecommunications Equipment

October 13, 2011 Option and Water Tower Lease Agreement

FISCAL DETAILS:

Fund Name(s):

Coding:

AMENDMENT NO. 1 TO
OPTION AND WATER TOWER LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE OPTION AND WATER TOWER LEASE AGREEMENT ("Amendment") amends the Option and Water Tower Lease Agreement ("Agreement") entered into on October 13, 2011, by the City of Bainbridge Island, a Washington State municipal corporation, ("LESSOR"), Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware limited partnership, ("LESSEE"), and the Bainbridge Island School District #303, a Washington State municipal corporation, ("OWNER").

WHEREAS, on September 22, 1988, the LESSOR and the OWNER executed a Supplemental Water Reservoir Lease under which the LESSOR operates a Water Tower on real property owned by the OWNER; and

WHEREAS, on October 13, 2011, the LESSOR, OWNER, and LESSEE executed a the Agreement under which the LESSEE leases space on the LESSOR's water tower, 480 square feet of the OWNER's real property, and right-of-way over, under, and along which the LESSEE may install and maintain utility wires, poles, cables, conduits, and pipes; and

WHEREAS, the LESSEE now desires to increase the size of the antennas mounted on the LESSOR's water tower; and

WHEREAS, the LESSOR and OWNER are willing to allow an increase in the size of the antennas in exchange for an increase in a rent paid by the LESSEE.

NOW, THEREFORE, the LESSOR, LESSEE, and OWNER agree to amend the Agreement as follows:

1. Notwithstanding anything contained in the Agreement to the contrary, commencing on January 1, 2019, the annual rent shall be $25,000.00 to be paid in equal monthly installments on the first day of the month in advance to LESSOR and OWNER in equal 50% shares. Beginning on January 1, 2020, the annual rent shall increase by 2.5% over the annual rent then in effect and by 2.5% over the then current annual rent on each one year anniversary of January 1, 2020 thereafter.

2. Section 6 of the Agreement is hereby amended to read as follows:

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each year of such additional five (5) year term shall be equal to one hundred and two and one-half percent (102.5%) of the annual rent paid under this Agreement in the immediately preceding year. The initial term and all extensions shall be collectively referred to herein as the "Term".

3. The LESSOR, LESSEE, and OWNER agree that the copies of Exhibit B and Exhibit C included with this Amendment constitute the Exhibit B and Exhibit C referred to in the Agreement. In the event of a conflict or inconsistency between Exhibit A to the Agreement and Exhibit B and Exhibit C attached hereto, Exhibit B and Exhibit C shall govern and control.

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

[Signature Page to Follow]

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

LESSOR: City of Bainbridge Island

Date:_____

By:_____

Morgan Smith, City Manager

OWNER: Bainbridge Island School District No. 303

Date:_____

By:_____

Dr. Peter Bang-Knudsen, Superintendent

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

Date:_____

By:_____

Name/Title:_____

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Morgan Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Bainbridge Island, Washington to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Dr. Peter Bang-Knudsen is the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE was authorized to execute the instrument, and acknowledged it as the Superintendent of Bainbridge Island School District #303 to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of the Seattle SMSA Limited Partnership d/b/a Verizon Wireless to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

Exhibit B
Premises

EXHIBIT B
PAGE 1 OF 2

BRE FERNCLIFF
9455 NE NEW BROOKLYN RD
BAINBRIDGE ISLAND, WA 98110
PARCEL # 222502-4-003-2008

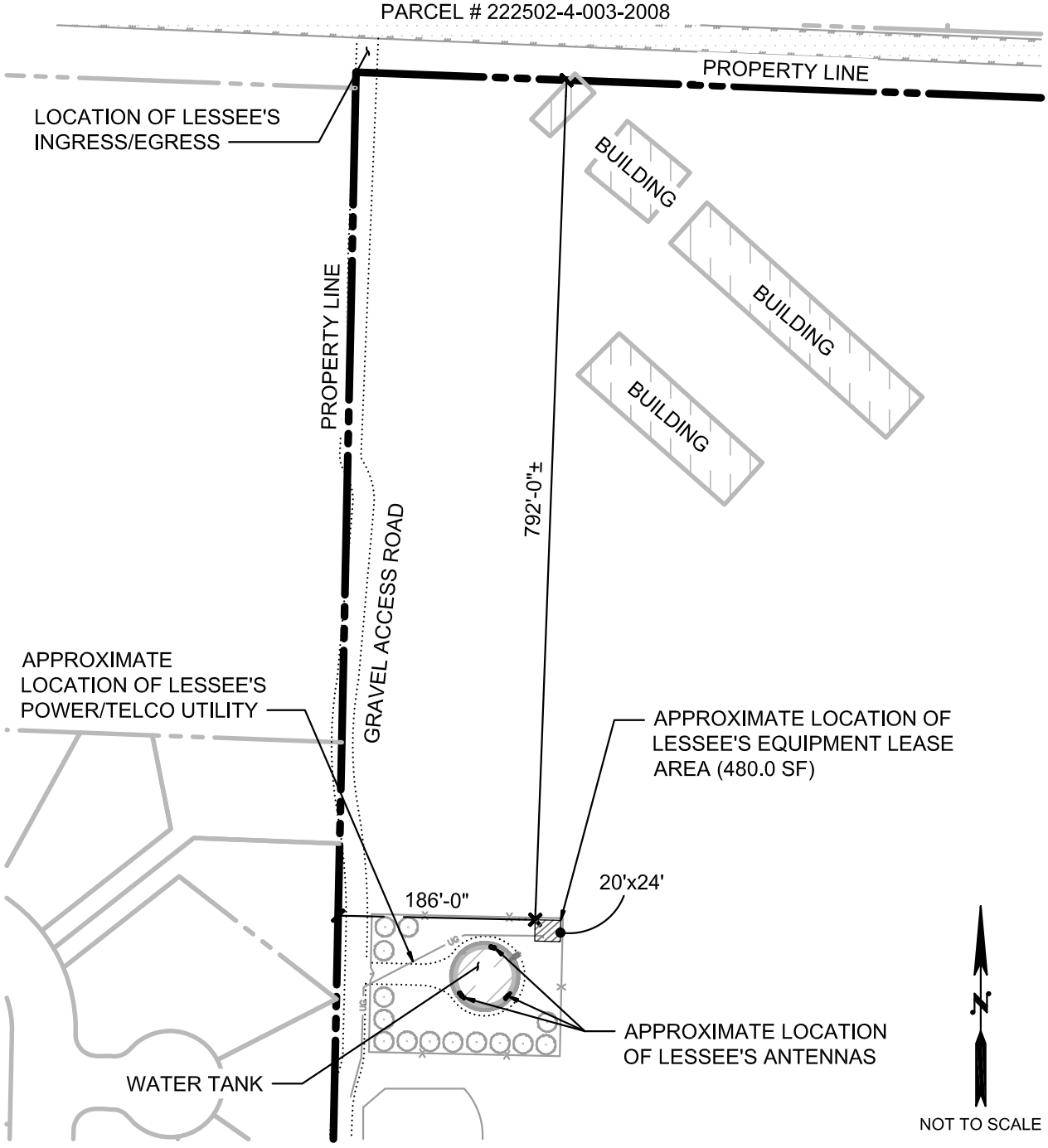
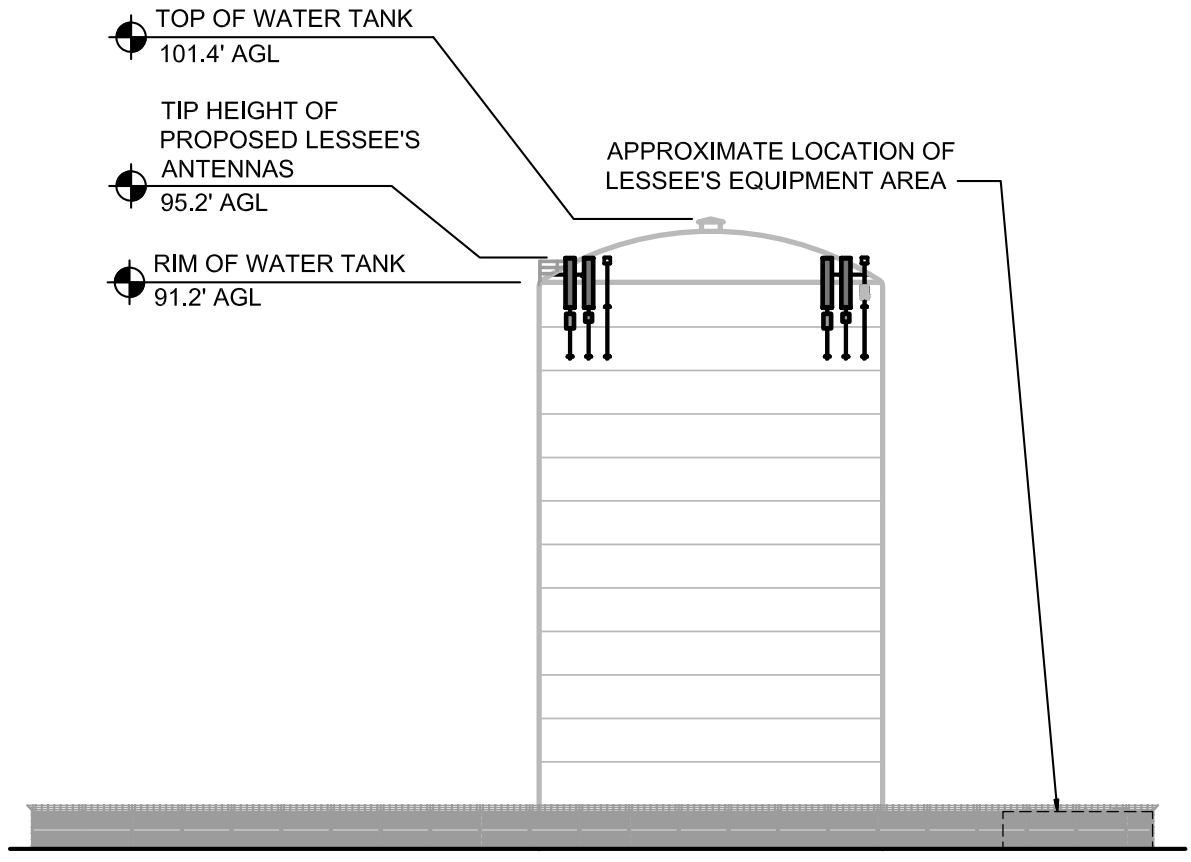


EXHIBIT B
PAGE 2 OF 2

BRE FERNCLIFF
9455 NE NEW BROOKLYN RD
BAINBRIDGE ISLAND, WA 98110
PARCEL # 222502-4-003-2008



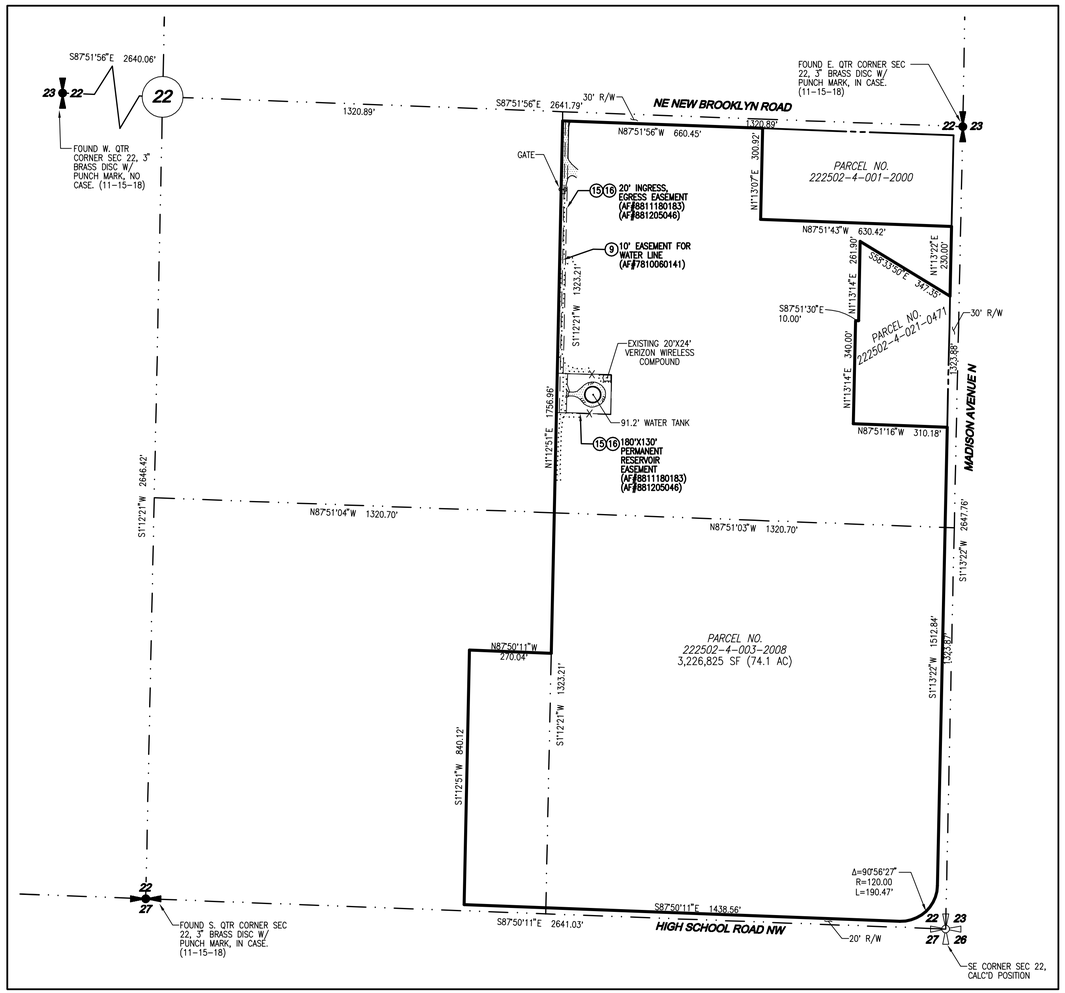
NOT TO SCALE

VERIZON EQUIPMENT:
(8) PANEL ANTENNAS
(6) RRUS UNITS
(3) DISTRIBUTION OVP BOXES
(3) HYBRID CABLES
(4) 1 5/8" COAX CABLES

Exhibit C
Survey

BRE FERNCLIFF

SE 1/4 OF SEC. 22, T. 25 N., R. 2 E, W.M.
KITSAP COUNTY, WASHINGTON

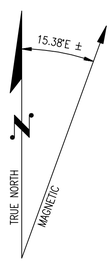


BOUNDARY DETAIL

SCALE: 1"=250'

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- GAS PAINT MARK
- POWER PAINT MARK
- EXISTING CONCRETE
- EXISTING PAVEMENT
- EXISTING BUILDING
- ITEMS FROM TITLE EXCEPTIONS
- TREE CONIFEROUS
- TREE DECIDUOUS
- HEDGEROW
- SEWER MANHOLE
- SEWER CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- SEWER MANHOLE
- WATER VALVE
- POWER VAULT
- JUNCTION BOX
- GAS METER
- GAS VALVE
- LIGHT POLE



TITLE EXCEPTIONS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER/GUARANTEE NO. 611198751
DATE OF GUARANTEE: NOVEMBER 12, 2018

1. ASSESSMENTS, IF ANY, LEVIED BY THE CITY OF BAINBRIDGE ISLAND.

2. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION,LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO
COUNTY/CITY/STATE: KITSAP COUNTY
NAME OF STREET OR HIGHWAY: WINSLOW-PORT MADISON ROAD
RECORDING DATE: SEPTEMBER 30, 1938
RECORDING NO.: 285564
(PLOTTED HEREON)

3. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED OR RESERVED IN DEED
IN FAVOR OF: KITSAP COUNTY
RECORDING DATE: DECEMBER 7, 1939
RECORDING NO.: 303989
(PLOTTED HEREON)

4. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION,LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO
COUNTY/CITY/STATE: KITSAP COUNTY
NAME OF STREET OR HIGHWAY: COUNTY ROAD NO.105
RECORDING DATE: MARCH 9, 1962
RECORDING NO.: 765821
(PLOTTED HEREON)

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS
PURPOSE: UNDERGROUND COMMUNICATION LINES
RECORDING DATE: AUGUST 7, 1969
RECORDING NO.: 958529
AFFECTS: A PORTION OF SAID PREMISES
(DOES NOT IMPACT SITE)

6. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: JULY 9, 1970
RECORDING NO: 977946
AFFECTS: A PORTION OF SAID PREMISES
(DOES NOT IMPACT SITE)

7. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
PURPOSE: POND AND WATER RIGHTS
RECORDING DATE: MARCH 31, 1977
RECORDING NO.: 1164135
AFFECTS: 10 FOOT EASEMENT AROUND THE SOUTHERLY PERIMETER OF AN EXISTING POND IN THE NORTHERLY PORTION OF SAID PREMISES
(CANNOT BE PLOTTED)

8. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,
RECORDING DATE: JUNE 27, 1977
RECORDING NO.: 7706270143
MATTERS SHOWN: 10' EASEMENT AROUND POND
(CANNOT BE PLOTTED)

9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF WINSLOW
PURPOSE: WATER MAINS
RECORDING DATE: OCTOBER 6, 1978
RECORDING NO.: 7810060141
AFFECTS: A PORTION OF SAID PREMISES
(PLOTTED HEREON)

10. NOTICE OF POSSIBLE (PRESENT OR FUTURE) TAP OR CONNECTION CHARGES LEVIED, OR TO BE LEVIED, AS SET FORTH BELOW:
LEVIED BY: CITY OF WINSLOW
RECORDING DATE: JULY 10, 1979
RECORDING NO.: 7907100114
(CANNOT BE PLOTTED)

11. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: AUGUST 10, 1981
RECORDING NO: 8108100034
AFFECTS: A PORTION OF SAID PREMISES
(CANNOT BE PLOTTED)

12. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION,LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO
COUNTY/CITY/STATE: KITSAP COUNTY
NAME OF STREET OR HIGHWAY: HIGH SCHOOL ROAD
RECORDING DATE: DECEMBER 24, 1986
RECORDING NO.: 8612240126
(DOES NOT IMPACT SITE)

13. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED OR RESERVED IN DEED
IN FAVOR OF: KITSAP COUNTY
RECORDING DATE: DECEMBER 24, 1986
RECORDING NO.: 8612240126
(DOES NOT IMPACT SITE)

14. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,
RECORDING DATE: JULY 28, 1987
RECORDING NO.: 8707280132
MATTERS SHOWN: EASEMENT AND RESERVOIR SITE
(DOES NOT IMPACT SITE)

15. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF WINSLOW
PURPOSE: RESERVOIR AND ACCESS EASEMENT
RECORDING DATE: NOVEMBER 18, 1988
RECORDING NO.: 8811180183
AFFECTS: A PORTION OF SAID PREMISES
(PLOTTED HEREON)

16. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,
RECORDING DATE: DECEMBER 5, 1988
RECORDING NO.: 8812050046
MATTERS SHOWN: ACCESS EASEMENT FROM NEW BROOKLYN ROAD
(PLOTTED HEREON)

17. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: NOVEMBER 2, 1989
RECORDING NO: 8911020187
AFFECTS: A PORTION OF SAID PREMISES
(CANNOT BE PLOTTED)

TITLE EXCEPTIONS (CONT.)

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER/GUARANTEE NO. 611198751
DATE OF GUARANTEE: NOVEMBER 12, 2018

18. DECLARATION OF COVENANTS ASSOCIATED WITH MULTI-FAMILY/COMMERCIAL STORM DRAINAGE FACILITIES
RECORDING DATE: JUNE 21, 1990
RECORDING NO.: 9006210077
(CANNOT BE PLOTTED)

19. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: SEPTEMBER 8, 1992
RECORDING NO: 9209080067
AFFECTS: A PORTION OF SAID PREMISES
(DOES NOT IMPACT SITE)

20. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES
RECORDING DATE: AUGUST 12, 1994
RECORDING NO: 9408120116
AFFECTS: A PORTION OF SAID PREMISES
(CANNOT BE PLOTTED)

21. LATECOMER REIMBURSEMENT AGREEMENT
RECORDING DATE: MAY 31, 1995
RECORDING NO.: 9505310192
(CANNOT BE PLOTTED)

22. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS,RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON BOUNDARY ADJUSTMENT:
RECORDING NO: 3179470
(PLOTTED HEREON)

23. RECIPROCAL EASEMENTS, FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS CREATED BY THE FOLLOWING DOCUMENT:
DOCUMENT: RECIPROCAL PARKING AND ACCESS EASEMENT
EXECUTED BY: CORP. OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AND BAINBRIDGE ISLAND SCHOOL DISTRICT #303
PURPOSE: PARKING AND ACCESS
RECORDING DATE: MAY 17, 1999
RECORDING NO.: 3179473
AFFECTS: A PORTION OF SAID PREMISES
(DOES NOT IMPACT SITE)

24. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,
RECORDING DATE: MAY 20, 1999
RECORDING NO.: 3180418
MATTERS SHOWN: BOUNDARY ADJUSTMENT AND EASEMENT
(PLOTTED HEREON)

25. DECLARATION THAT THE DESCRIBED PROPERTY IS BOUND BY A CONDITIONAL USE PERMIT
RECORDING DATE: AUGUST 24, 2000
RECORDING NO.: 200008240052
(CANNOT BE PLOTTED)

26. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION,LANDSCAPING OR MAINTENANCE OF THE STREET OR HIGHWAY ADJOINING SAID LAND, AS CONTAINED IN THE DEED TO
COUNTY/CITY/STATE: CITY OF BAINBRIDGE ISLAND
NAME OF STREET OR HIGHWAY: HIGH SCHOOL ROAD ROUNDABOUT
RECORDING DATE: JUNE 5, 2001
RECORDING NO.: 200106050001
(DOES NOT IMPACT SITE)

27. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED OR RESERVED IN DEED
IN FAVOR OF: CITY OF BAINBRIDGE ISLAND
RECORDING DATE: JUNE 5, 2001
RECORDING NO.: 200106050001
(DOES NOT IMPACT SITE)

28. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION
PURPOSE: ONE OR MORE UTILITY SYSTEMS
RECORDING DATE: AUGUST 29, 2001
RECORDING NO.: 200108290268, A RE-RECORD OF RECORDING NO. 200106290298
AFFECTS: A PORTION OF SAID PREMISES
(DOES NOT IMPACT SITE)

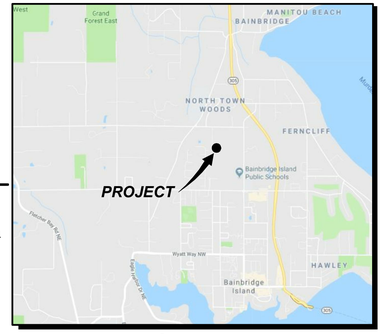
29. LICENSE AGREEMENT
RECORDING DATE: FEBRUARY 7, 2002
RECORDING NO.: 200202070041
ASSIGNMENT OF LICENSE RECORDED UNDER RECORDING NO. 200712210037.
(CANNOT BE PLOTTED)

30. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE:
TAX ACCOUNT NO.: 222502-4-003-2008
LEVY CODE: 0215
ASSESSED VALUE-LAND: $0.00
ASSESSED VALUE-IMPROVEMENTS: $0.00
(CANNOT BE PLOTTED)

31. A LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN.
DATED: JUNE 1, 1972
LESSOR: BAINBRIDGE ISLAND SCHOOL DISTRICT NO.303
LESSEE: CITY OF WINSLOW
RECORDING DATE: JULY 11, 1972
RECORDING NO.: 1025848
(DOES NOT IMPACT SITE)

32. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: MEMORANDUM OF AGREEMENT
LESSOR: BAINBRIDGE ISLAND PARKS DISTRICT
LESSEE: BOYS AND GIRLS CLUB OF KING COUNTY
RECORDING DATE: DECEMBER 16, 2003
RECORDING NO.: 200312160226
(CANNOT BE PLOTTED)

33. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT
ENTITLED: MEMORANDUM OF OPTION AND WATER TOWER LEASE AGREEMENT
LESSOR: CITY OF BAINBRIDGE ISLAND
LESSEE: SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS
RECORDING DATE: JANUARY 12, 2012
RECORDING NO.: 201201120220
(CANNOT BE PLOTTED)



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

SITE NAME:	BRE FERNCLIFF
SITE ADDRESS:	9455 NE NEW BROOKLYN RD BAINBRIDGE ISLAND, WA 98057
OWNERS NAME:	BAINBRIDGE ISLAND SCHOOL DISTRICT #303
OWNERS ADDRESS:	N/A N/A
PARCEL NUMBER(S):	222502-4-003-2008
PARCEL AREA:	3,226,825 SQ. FT. (74.1 AC)
PROJECT LEASE AREA:	N/A
VERTICAL DATUM:	NAVD 88 BASED ON GPS OBSERVATION
BASIS OF BEARINGS:	WASHINGTON STATE PLANE, NORTH ZONE, NAD 83
GROUND ELEVATION:	247.2'
TOWER COORDINATES:	47°38'25.93" N (47.640535° N) 122°31'33.12" W (122.525866° W)

PARCEL LEGAL DESCRIPTION

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER/GUARANTEE NO. 611198751
DATE OF GUARANTEE: NOVEMBER 12, 2018

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 3179470, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER, AND THE SOUTH 880 FEET OF THE EAST 270 FEET OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; EXCEPT FOR THE SOUTH 20 FEET FOR ROAD; AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; EXCEPT THE NORTH 30 FEET FOR ROAD;
AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
AND THE WEST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
AND THE WEST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;

TOGETHER WITH THE FOLLOWING DESCRIBED:
COMMENCING AT THE NORTHWEST COMER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
THENCE EAST 330 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING EAST 300 FEET TO THE WEST MARGIN OF COUNTY ROAD;
THENCE SOUTH ALONG SAID MARGIN 230 FEET;
THENCE NORTHWESTERYLY TO A POINT WHICH IS 60 FEET SOUTH OF THE POINT OF BEGINNING;
THENCE NORTH 60 FEET TO THE POINT OF BEGINNING;
EXCEPT FROM THE ABOVE, THE FOLLOWING DESCRIBED:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
THENCE WEST 10 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION;
THENCE NORTH 340.00 FEET PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION;
THENCE EAST 10 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST

verizon

15th ANNIVERSARY
LDC | Surveying Engineering Planning
20210 142nd Avenue NE. 425.806.1869
Woodinville, WA 98072 Fx. 425.482.2893
www.LDCcorp.com

DATE:	11-26-18
DRAWN BY:	NSY
CHECKED BY:	MRM

SUBMITTALS

REV	DATE	DESCRIPTION	BY

MICHAEL ROBERT MARTIN — STATE OF WASHINGTON — 48761 — REGISTERED PROFESSIONAL LAND SURVEYOR — 11-26-18

SITE
VERIZON
BRE FERNCLIFF
9455 NE NEW BROOKLYN RD
BAINBRIDGE ISLAND, WA 98110

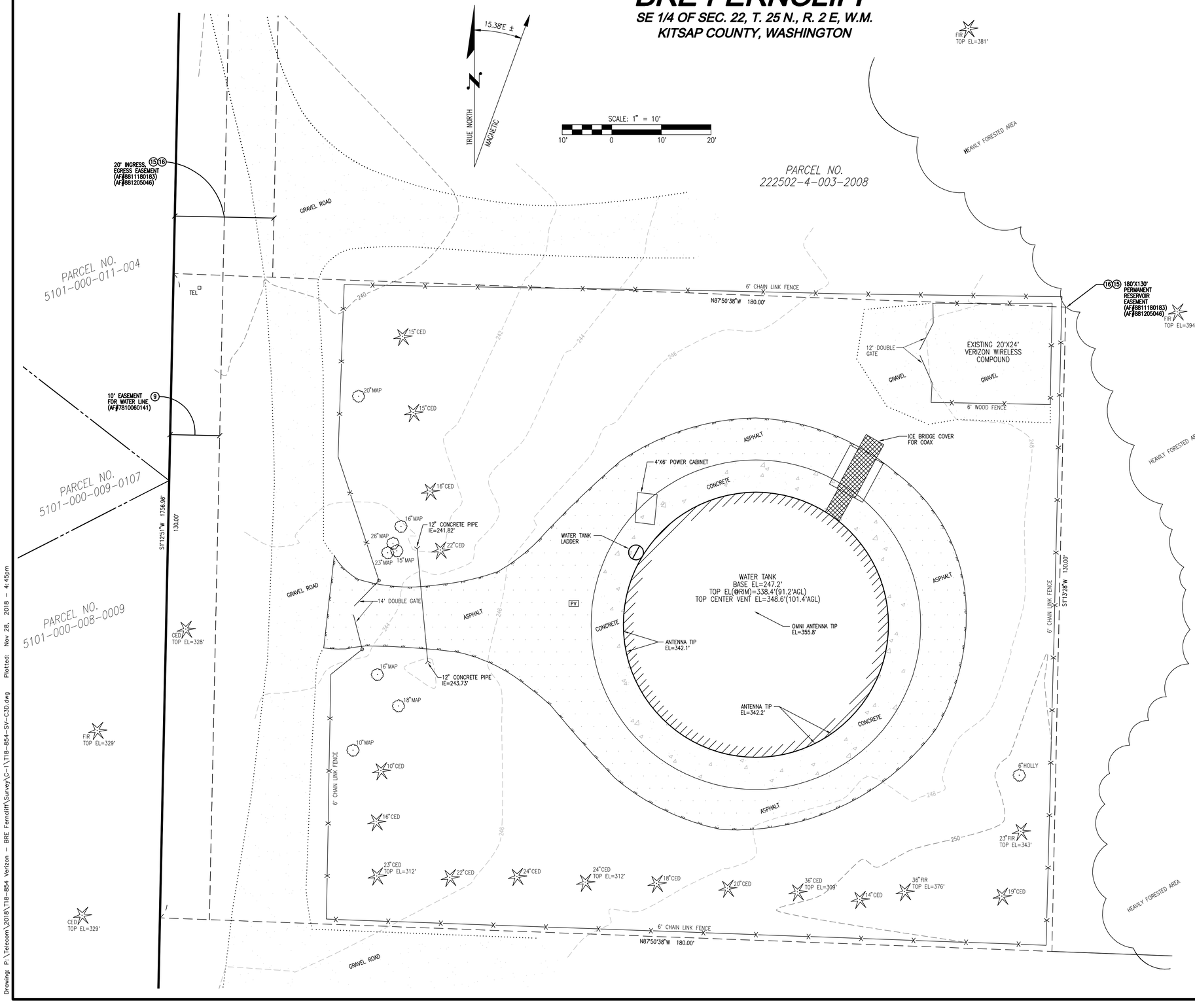
SHEET TITLE
CIVIL SURVEY

SHEET NUMBER
SV-1.0

Drawing: P:\Telecom\2018\T18-854 Verizon - BRE Ferncliff\Survey\C-1\T18-854-SV-C3D.dwg Plotted: Nov 28, 2018 - 4:43pm

BRE FERNCLIFF

SE 1/4 OF SEC. 22, T. 25 N., R. 2 E, W.M.
KITSAP COUNTY, WASHINGTON



LEGEND

- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTERLINE
- GAS PAINT MARK
- POWER PAINT MARK
- EXISTING CONCRETE
- EXISTING PAVEMENT
- EXISTING BUILDING
- ITEMS FROM TITLE EXCEPTIONS
- TREE CONIFEROUS
- TREE DECIDUOUS
- HEDGEROW
- SEWER MANHOLE
- SEWER CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- SEWER MANHOLE
- WATER VALVE
- POWER VAULT
- JUNCTION BOX
- GAS METER
- GAS VALVE
- LIGHT POLE
- LIGHT STANDARD

SURVEY REFERENCES

1. R.O.S. AFN NO. 3103397, FILED IN KITSAP COUNTY.
2. R.O.S. AFN NO. 8812050046, FILED IN KITSAP COUNTY.
3. R.O.S. AFN NO. 3180418, FILED IN KITSAP COUNTY.
4. R.O.S. AFN NO. 8707280132, FILED IN KITSAP COUNTY.

SURVEYOR'S NOTES

1. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT.
2. LATITUDE AND LONGITUDE TAKEN AT PROPOSED TOWER LOCATION.
3. MAGNETIC NORTH DECLINATION OF APPROXIMATELY 15.38°E FOR THE DATE OF 11-15-18, COMPUTED BY USING THE MAGNETIC FIELD CALCULATOR ON THE NOAA NATIONAL GEOPHYSICAL DATA CENTER WEBSITE AND DOES NOT ACCOUNT FOR ANY LOCAL VARIATION OR ANOMALY.

BOUNDARY DISCLAIMER

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF PARTIES WHOSE NAMES APPEAR HEREON ONLY, AND DOES NOT EXTEND TO ANY UNNAMED THIRD PARTIES WITHOUT EXPRESS RECERTIFICATION BY THE LAND SURVEYOR.

THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY. DEED LINES SHOWN HAVE NOT BEEN FIELD VERIFIED.

UTILITY NOTE

THE LOCATION OF EXISTING UTILITY FACILITIES HAS NOT BEEN RESEARCHED. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OF THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT THE "ONE-CALL SERVICE" AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THE MAP.

BASIS OF ELEVATION

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12B SEPARATIONS USING WSRN RTK NETWORK SOLUTION. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91.003.

BASIS OF BEARING

GEODETIC BEARING PER GPS OBSERVATION.

SURVEY DATE

NOVEMBER 15, 2018

verizon

15th ANNIVERSARY
LDC | Surveying Engineering Planning
20210 142nd Avenue NE. 425.806.1869
Woodinville, WA 98072Fx. 425.482.2893
www.LDCcorp.com

DATE:	11-26-18
DRAWN BY:	NSY
CHECKED BY:	MRM

SUBMITTALS

REV	DATE	DESCRIPTION	BY

MICHAEL ROBERT MARTIN — STATE OF WASHINGTON — 48761 — REGISTERED PROFESSIONAL LAND SURVEYOR

SITE

VERIZON

BRE FERNCLIFF

9455 NE NEW BROOKLYN RD
BAINBRIDGE ISLAND, WA 98110

SHEET TITLE

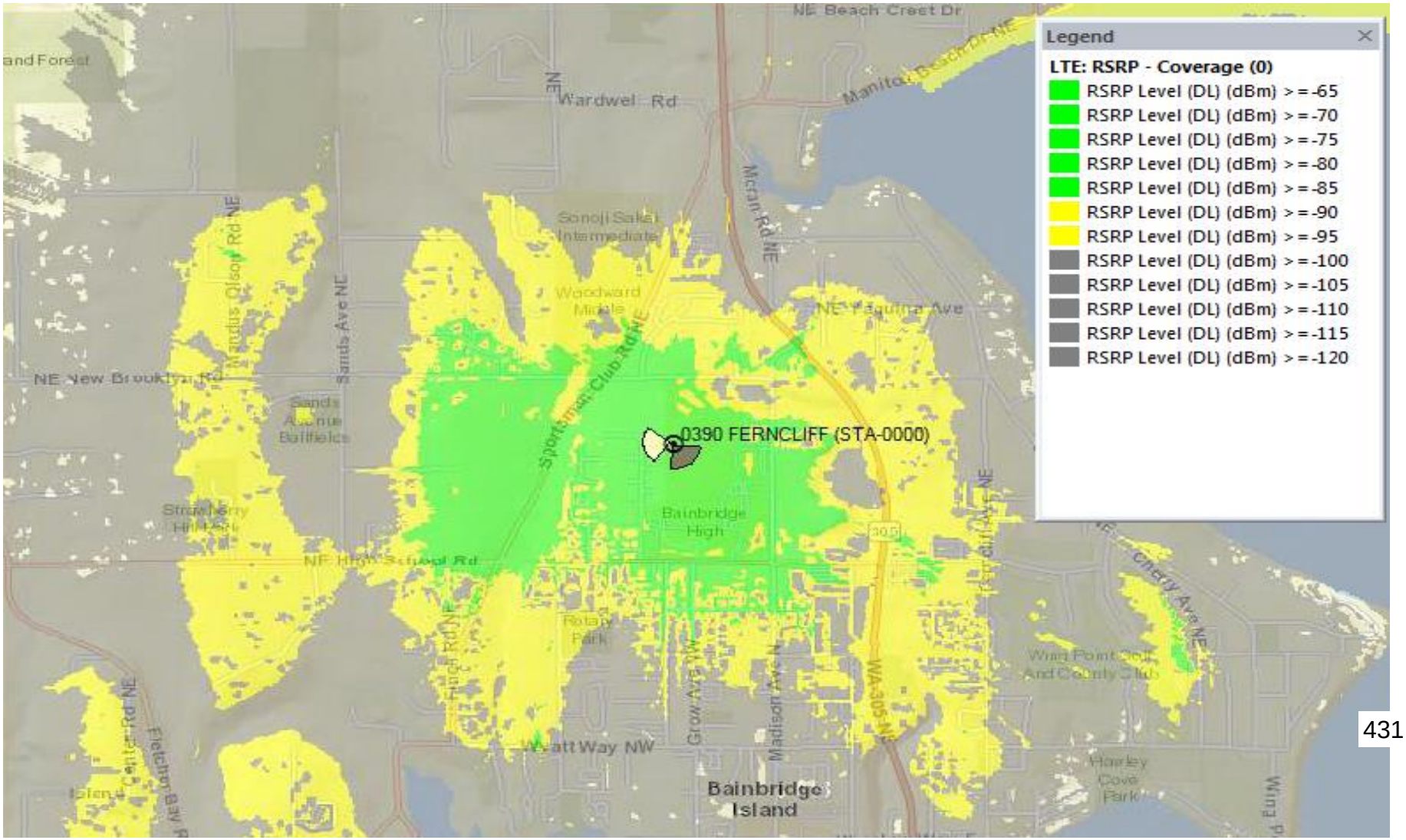
CIVIL SURVEY

SHEET NUMBER

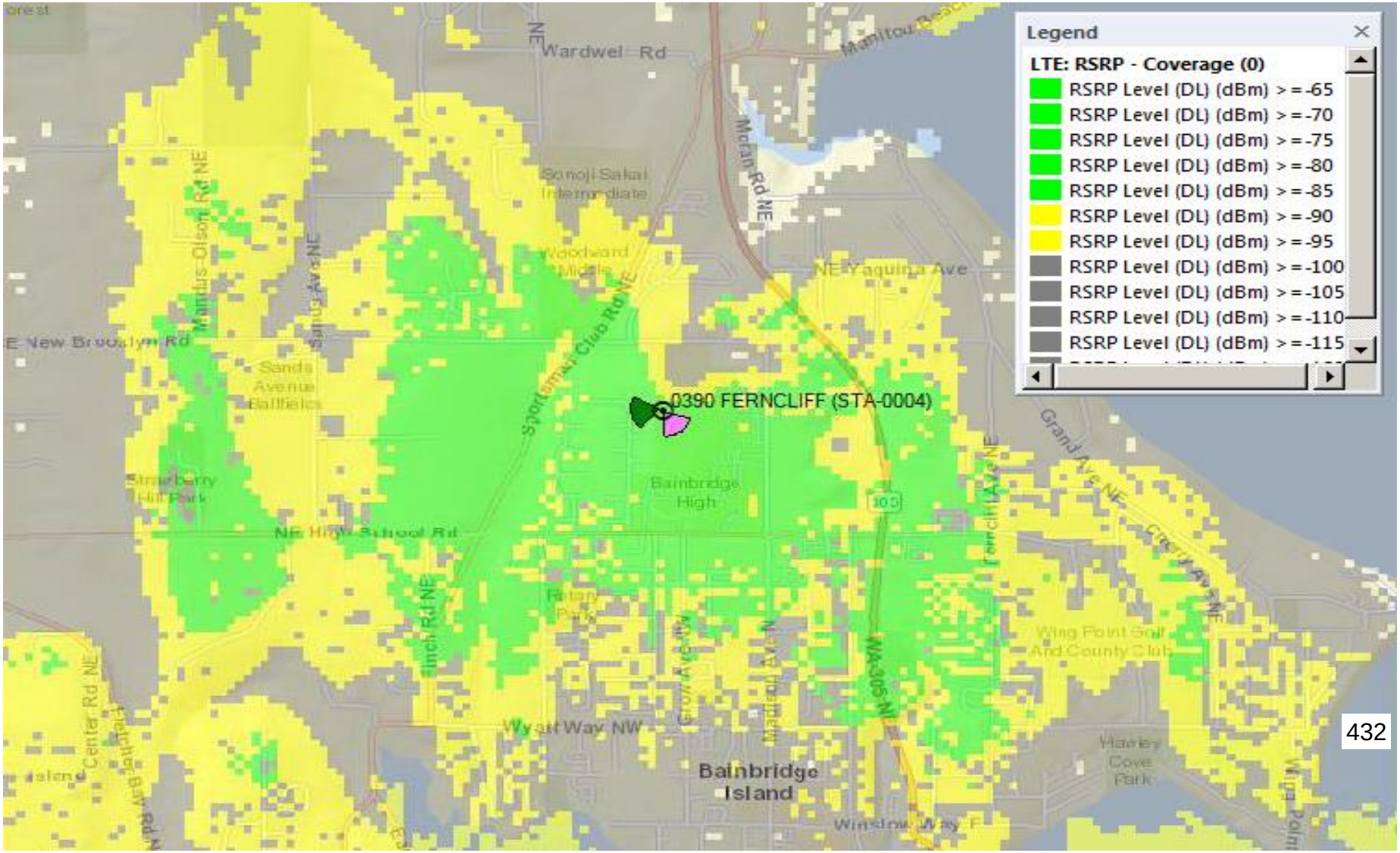
SV-1.1

Drawing: P:\Telecom\2018\T18-854 Verizon - BRE Ferncliff\Survey\C-1\T18-854-SV-C3D.dwg Plotted: Nov 28, 2018 - 4:45pm

FERNCLIFF Coverage plot current



FERNCLIFF Coverage plot After



OPTION AND WATER TOWER LEASE AGREEMENT

This Option and Water Tower Lease Agreement, made this 13th day of October, 2011, between City of Bainbridge Island, with its principal offices at 280 Madison Avenue North, Bainbridge Island, WA 98110, hereinafter designated LESSOR and Seattle SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE, and Bainbridge Island School District #303, with its principal offices at 8489 Madison Avenue NE, Bainbridge Island, Washington 98110, hereinafter designated OWNER. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR leases property located in Kitsap County, Washington, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's leased property is referred to hereinafter as the "Property") pursuant to a Supplemental Water Reservoir Lease dated September 22, 1988 (the "Prime Lease"), executed between LESSOR and OWNER. LESSEE desires to obtain an option to lease a portion of said Property, being described as space on Lessor's water tower ("Tower Space") and a parcel containing 480 square feet (the "Land Space"), together with the non-exclusive right of ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, NE New Brooklyn Road, to the Land Space (the "Right of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, and along said Right of Way from the Land Space. The Tower Space, Land Space and Right of Way (hereinafter collectively referred to as the "Premises") are described in Exhibit "B" attached hereto and made a part hereof.

I. Option to Lease.

NOW THEREFORE, in consideration of the sum of One Thousand and No/100 Dollars ($1,000.00), to be paid by LESSEE to the LESSOR and OWNER in equal fifty percent (50%) shares, the LESSOR hereby grants to LESSEE the right and option to lease the Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty-five (45) days of execution of this Agreement or upon receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. LESSOR's provision of the Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been given to LESSEE.

The option to lease the Premises may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option

period. If the option is extended, LESSEE shall make an additional payment of One Thousand and No/100 Dollars ($1,000.00) to LESSOR and OWNER proportionately in equal fifty percent (50%) shares within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to change the status of the Property, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR and OWNER, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR and OWNER shall retain all money paid for the option, and no additional money shall be payable by LESSEE to LESSOR or OWNER.

LESSOR and OWNER shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR or OWNER shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. Provided, however, this Section shall not be construed as a waiver of LESSOR's duty to review and if necessary deny LESSEE's permit application if it fails to meet the necessary decision criteria.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the effective date of said notice, the Parties agree to be bound by the terms and conditions set forth below in Section II. Lease Terms and Conditions.

II. Lease Terms and Conditions.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES.

a. LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located in Kitsap County, Washington, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land containing 480 square feet (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, NE New Brooklyn Road, to the Land Space; over and through the Property between the Land Space and the Tower Space (the "Right of Way") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space and Right of Way, are substantially described in Exhibit "B", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

b. In the event any public utility is unable to use the Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

c. LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto; provided, however, that LESSEE shall first obtain all necessary local and state approvals and permits. This Paragraph shall not be construed as a waiver of LESSOR's duty to review and if necessary deny LESSEE's permit application if the necessary decision criteria are not met.

d. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. LESSEE shall obtain approval from LESSOR prior to such replacement, which approval shall not be unreasonably withheld.

e. OWNER is executing this Agreement for the purpose of agreeing, acknowledging, and consenting to the LESSEE's use of the Property and Premises as contemplated herein. LESSOR and OWNER both agree and acknowledge that LESSEE's use of the Property and Premises is permitted under the terms of the Prime Lease.

2. SURVEY. LESSOR grants to LESSEE the right to survey the Property and Premises, and the survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Lease Agreement shall be effective as of the Commencement Date, as defined below. The Agreement's initial term of the lease shall be for five (5) years and shall commence on the Commencement Date at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and No/100 Dollars ($18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR and OWNER (in equal fifty percent (50%) shares) or to such other person, firm or place as LESSOR or OWNER may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE and OWNER acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

b. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR and OWNER agree to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

c. LESSOR agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term (as hereinafter defined) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

d. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph.

From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

e. LESSOR shall, at all times during the Term, provide electrical service and telephone service access to the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at First Energy, PO Box 182727, Columbus, Ohio 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR and OWNER. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term unless otherwise terminated as provided herein. LESSOR may terminate the Agreement at any time during the Term upon providing LESSEE with at least twenty four (24) months' prior written notice.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Thousand Seven Hundred and No/100 Dollars ($20,700.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Three Thousand Eight Hundred and No/100 Dollars ($23,800.00); and the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty-Seven Thousand Three Hundred Seventy-Six and No/100 Dollars ($27,376.00).

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term,

this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES.

a. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE in LESSEE's filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document at LESSEE's sole cost and expense. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's

expense and their installation shall be at the discretion and option of LESSEE, provided, however, that all such actions comply with any applicable permit requirements. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR and OWNER shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR and OWNER. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR or OWNER.

9. INDEMNIFICATION.

a. Subject to Paragraph 10 below, each Party shall indemnify and hold the other and the OWNER harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its officials, employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its officials, employees, contractors or agents.

b. A Party's obligation to provide a defense for another Party to this Agreement shall arise immediately upon the occurrence of a loss or claim within the scope of this Paragraph, irrespective of the merits of the matter, and shall continue until a final determination of fault is made; provided, however, that a Party shall be relieved of its duty to indemnify the other Parties if and when such loss or claim is finally determined, by a tribunal having jurisdiction, to be due to the negligence or willful misconduct of another Party to this Agreement.

c. The Parties specifically and expressly waive their immunity under the Washington Industrial Insurance Act, Title 51 RCW, for any claims of any type brought by any Party's agent or employee against another Party to this Agreement. The Parties acknowledge that this waiver has been specifically negotiated by the Parties and a portion of the LESSEE's payment to LESSOR and OWNER is expressly made the consideration for this waiver.

10. INSURANCE.

a. The Parties waive and release any and all rights against each other for damages to the Premises or to the Property, caused by fire, or other causes of loss to the extent covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by a Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other parties to this Agreement.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to the Property or Premises in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party and the OWNER as an additional insured.

c. LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

d. LESSEE shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to its communication facilities located on the Premises as the same shall exist from time to time without a coinsurance feature. LESSEE's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the communication facilities required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that twenty-four (24) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the necessary communications equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

14. TOWER COMPLIANCE.

a. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to comply with such rules, LESSEE may make the necessary repairs at its sole cost and expense or to terminate this lease as provided herein.

b. LESSEE agrees that no materials shall be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

c. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

d. Not later than fifteen (15) days following the effective date of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

e. Upon request of the LESSOR or OWNER, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar

work at the Property or on the Tower. The Parties agree to the following conditions should relocation be required:

i. The Temporary Relocation provided by LESSOR shall be similar to the existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

ii. LESSEE shall pay all costs incurred for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

iii. LESSOR shall give LESSEE at least ninety (90) days' written notice prior to requiring LESSEE to relocate;

iv. The Parties shall endeavor that LESSEE's use of the Premises shall not be interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE shall be permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR, OWNER, or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR or OWNER has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR or OWNER be entitled to terminate this Agreement under this Paragraph, or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove at its sole cost and expense its building(s), antenna(s), equipment, conduits, fixtures and all personal property and

restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. [INTENTIONALLY DELETED].

19. [INTENTIONALLY DELETED].

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. RIGHT TO LEASE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and OWNER and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE or OWNER in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and

such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR and OWNER, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Telephone: (206) 842-2545
Attn: City Manager

OWNER: Bainbridge Island School District No. 303
8489 Madison Avenue NE
Bainbridge Island, WA 98110
Telephone: (206) 780-1595

LESSEE: Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following LESSEE's request, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record at its expense with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE

shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

30. REMEDIES.

a. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

b. The Parties shall use reasonable efforts to mitigate their damages in connection with a default by the other Party. If a Party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the defaulting Party, and the defaulting Party shall pay to the performing Party upon written demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the LESSOR is

the defaulting Party and fails to pay the LESSEE for the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, then the LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. Each Party will be responsible for the compliance of its activities on the Property with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect.

b. Each Party shall hold the other and Owner harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that Party's activities conducted on the Property; provided, that each Party's obligations hereunder shall be limited to the extent such noncompliance or environmental or industrial hygiene conditions are caused by the other; provided further and notwithstanding anything to the contrary contained herein, that LESSOR shall be responsible for, and shall indemnify and hold LESSEE harmless from any and all duties, responsibility and liability for any environmental or industrial hygiene conditions on the Property, or activity formerly conducted on the Property, except and only to the extent the same were caused by LESSEE. The indemnity provided in this Paragraph 31 shall be the exclusive remedy relating to environmental matters.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing,

the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's

specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Bainbridge Island

By: Brenda Bauer
Name: Brenda Bauer
Title: ~~Interim~~ City Manager
Date: 10.13.11

LESSEE: Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By:
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 9/20/11

OWNER: Bainbridge Island School District No. 303

By: Faith A. Chapel
Name: Faith A. Chapel
Title: Superintendent
Date: 10/10/2011

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 13th day of October, 2011, before me, a Notary Public in and for the State of Washington, personally appeared Brenda Bauer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that She was authorized to execute the instrument, and acknowledged it as the ~~Interim~~ City Manager of City of Bainbridge Island, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of WA,
residing at Bainbridge Island
My appointment expires 6/9/15
Print Name Kate L. Brown

KATE L. BROWN NOTARY PUBLIC COMMISSION EXPIRES 6-09-15 STATE OF WASHINGTON

OWNER ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 10 day of October, 2011, before me, a Notary Public in and for the State of Washington, personally appeared Faith A. Chapel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Superintendent of Bainbridge Island School District No. 303, a municipal corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

KATHLEEN A. ROBERTS
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
10-01-13

NOTARY PUBLIC in and for the State of WA,
residing at Kitsap County
My appointment expires 10-01-2013
Print Name Kathleen A. Roberts

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On September 20, 2011 before me, Tricsha K. Villalta, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tricsha K. Villalta
Signature of Notary Public

TRICSHA K. VILLALTA
Commission # 1814222
Notary Public - California
Orange County
My Comm. Expires Sep 20, 2012

Place Notary Seal Above

Exhibit "A"
Page 1 of 3
LEGAL DESCRIPTION

PARCEL XI:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 22, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL XII:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 22, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;

PARCEL XIII:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 22, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON;
EXCEPT THE NORTH 30 FEET FOR NE NEW BROOKLYN ROAD (COUNTY ROAD NO. 105) AS CONVEYED TO KITSAP COUNTY UNDER AUDITOR'S FILE NO. 765821.

Exhibit "A"
Page 2 of 3
DESCRIPTION OF PREMISES

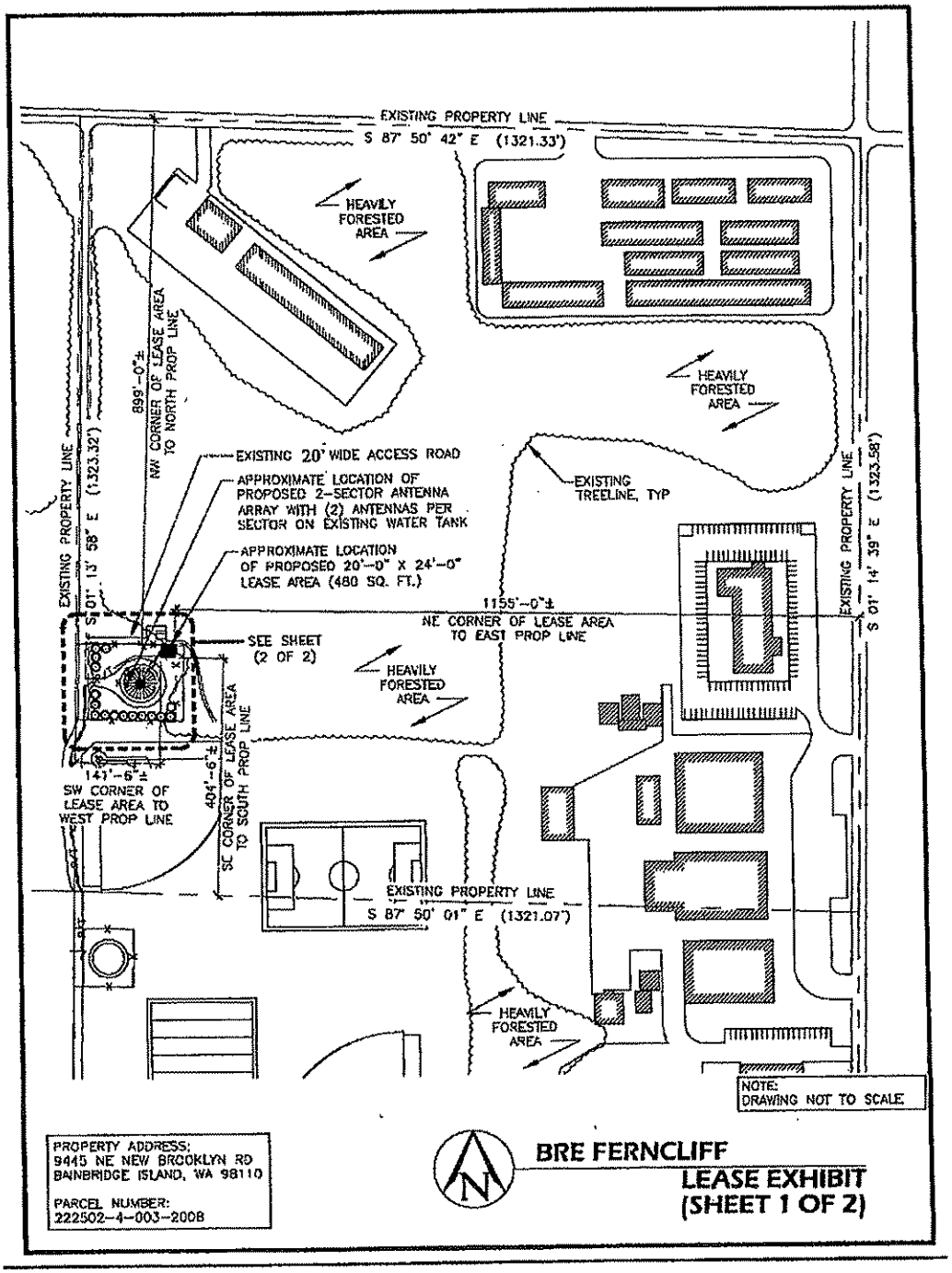
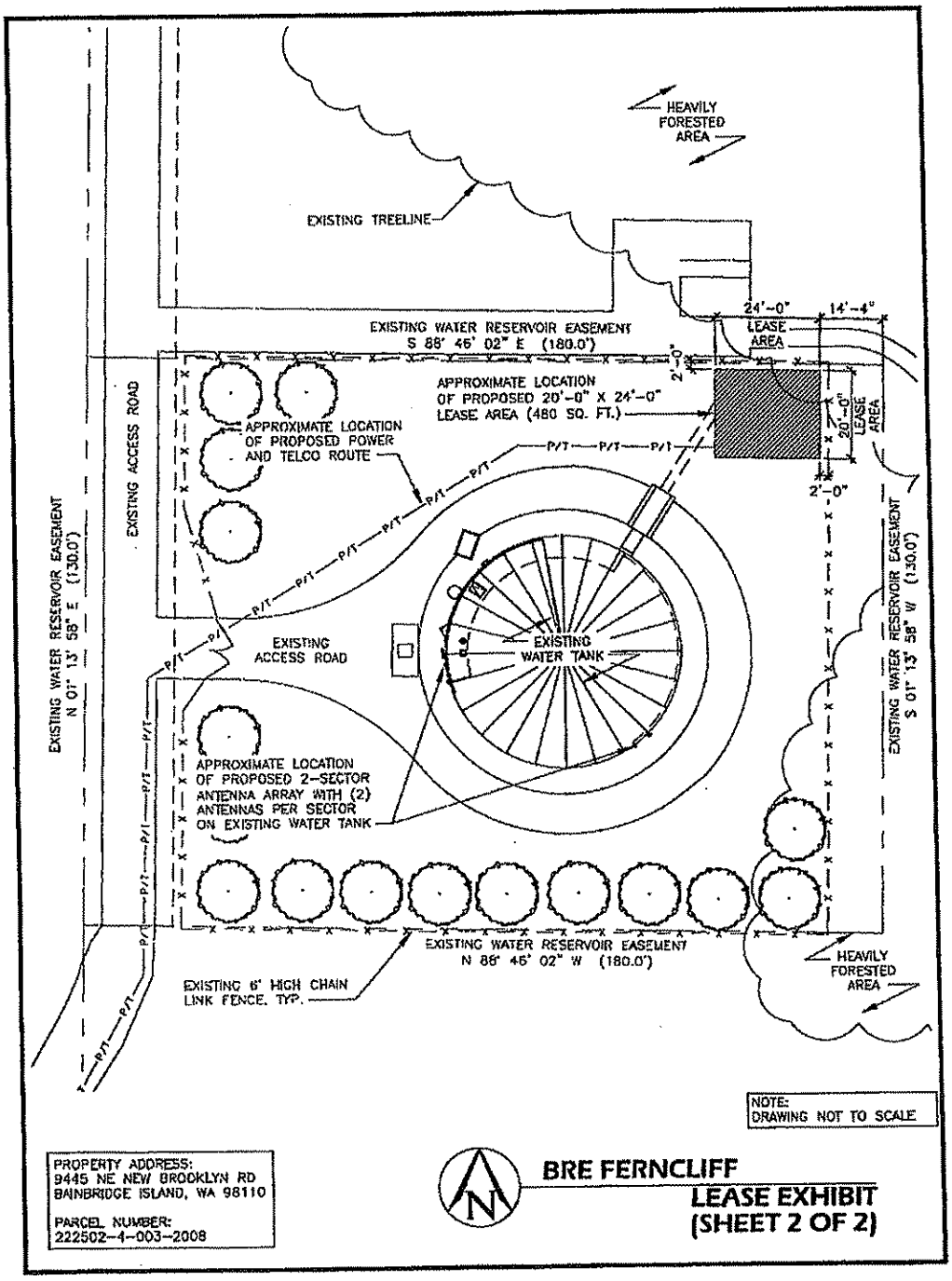


Exhibit "A"
Page 3 of 3
DESCRIPTION OF PREMISES



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: February 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (10:10 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:
Information only.

SUMMARY:
Recent committee reports are provided for information only.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Environmental Technnical Advisory Committee Minutes - December 13, 2018

Utility Advisory Committee Minutes - January 9, 2019.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

ENVIRONMENTAL TECHNICAL
ADVISORY COMMITTEE
REGULAR MEETING
THURSDAY, DECEMBER 13, 2018
3:00 PM – 5:30 PM
COUNCIL CONFERENCE ROOM
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

MINUTES

Call to Order at 3:10 PM

Member Attendees:

Karl Shearer, Casey Schmidt, Charlie Kratzer, Melanie Keenan, Juan Rovalo (by phone)

COBI Staff: None

Council Liaison: Rasham Nassar

- The minutes from the 11/15/18 regular meeting and the 11/19/18 special meeting were approved.

- **Council Liaison Report**: There was an update on Council actions on the Groundwater Management Plan (GWMP) and the Water Resources Program. The Council provided the OK for ETAC to develop a GW Fact Sheet, with input from KPUD. In addition to the $300K approved for the GWMP, the Council also approved $100K for a study of methods to improve stormwater quality, and $100K for a study of upgrading the COBI wastewater treatment plant to tertiary treatment to address emerging contaminants of concern.

- **Ethics Training**: Scott Wilder, chair of the Ethics Board, provided the standard ethics training to the ETAC members present.

- **Chair Report:** The chair discussed his activities since the last meeting. The chair sent a letter from ETAC in support of the GWMP and re-instatement of the COBI Water Resources Specialist position as approved at the 11/18/18 special ETAC meeting. In addition, the chair sent an email to KPUD, thanking Debbie Lester for her comments to Council in which she offered KPUD assistance with the GWMP.

    - Melanie Keenan went over a PowerPoint that was presented to the Island Center Subarea Planning Group by Mike Michael, COBI staff.

    - **GWMP update**: The process of developing the GWMP with the $300K provided for FY2019-20 was discussed. The $300K approved by Council was for a two-year, full-time hydrogeologist position. Some funds should be made available for contracting out with Aspect or USGS for modeling runs. A community kickoff event and quarterly updates to the Council were also considered to be good ideas. It was agreed that it would be a good idea to coordinate with the UAC on the GWMP process as well as on the two other studies – stormwater quality and wastewater treatment plant upgrade.

- **ETAC Workplan for 2019**: The chair will present a workplan to the Council in January or February. It was decided that the following items should be on ETAC's schedule for 2019:

  - **GW Fact Sheet** – drafting a plan with help from KPUD and USGS, getting approved by Council, putting on COBI website.
  - **COBI staff liaison** – ETAC needs a replacement for Christy Carr, preferably a staff with expertise in environmental issues.
  - **GWMP process** – help COBI in some way with the two-year hydrogeologist position and contracting out for modeling expertise; coordinate a community kickoff event with Kristen Drew (COBI communications specialist); provide quarterly updates on progress.
  - **Reviewing HMPs** – coordinate with new COBI natural resources specialist to provide outside review through the ETAC sub-committee on HMP reviews (Casey, Juan, Karl, and Steve).
  - **Reviewing Suzuki plans** – provide reviews of Suzuki development plans as requested by Council.

Available to ... if requested by Council

- Meeting adjourned at 4:35 PM.

Charlie Kratzer, Chair 01/16/19

CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JANUARY 9, 2019
CITY HALL
BAINBRIDGE ISLAND, WA 98110

Minutes

Present: Co-Chairs: Andy Maron, Jeff Kanter
Members: Emily Sato, Ted Jones, Nancy Nolan, Steve Johnson, Charles Averill
Council Liaison: Rasham Nassar
Staff: Barry Loveless

1. The meeting was called to order at 5:04 p.m.

2. The December 12, 2018 **minutes were unanimously approved**.

3. There was no **Public Comment**.

4. **Public Works Update**: Barry Loveless reviewed the latest projects undertaken by the Public Works Department including a change order made to the improvements made at the Village Pump Station. A force main will be shortened at the Village Pump Station to ensure that the station will be fully operative and can service a "full build out" of the area in the future.

The Old Treatment Plant is the next planned project.

Public Works repaired a sewer line on South Madison after Comcast mistakenly drilled through the line.

5. **Annual Report and Work Plan**: The committee reviewed and unanimously approved the UAC's Annual Work Plan and Report to the Council after discussing several amendments to be made to the current report.

There was considerable discussion about which utility should be first "periodically" reviewed by the City as noted in section C of the Work Plan. It was agreed that language should be added which informs the City Council about utility franchise renewal dates as researched.

The committee discussed recommending that the Electrical Utility be reviewed first due to its size and environmental concerns about increased wildfire danger here on the island, among other things, but the committee agreed to refer the matter to the City council on the timing of utility review. Language will be added to Section "C" that outlines additional suggested issues that could be considered by the council when determining the timing of utility reviews. A separate letter to the council will be initially drafted by a UAC subcommittee concerning issues to be considered when selecting utilities to be reviewed.

The word "Study" was added to both Sections "D" and "E".

6. **Rate Study**: Since the committee's last review, during the budget process the Council has added some costs to the utilities including additional studies and the hiring of additional personnel to ensure succession planning. The Council has also approved the Committee's recommendation concerning new system participation fees and these additional costs and future fees have been incorporated into the forecasting.

There was discussion about raising sewer rates based upon the adoption of a capitalization fund as currently recommended in the draft rate study. Some committee members noted that current rate payers are paying off a bond obtained to pay for past upgrades to the treatment plant. Should the Rate Study just anticipate another bond to pay for future upgrades instead of raising rates to pay for a capitalization fund as currently anticipated in the study?

The committee thus asked Barry to obtain debt service numbers through 2030 from FCS Group to see how capitalization numbers are affected after sewer debt service is retired.

The water system is not currently paying off a bond. The Study anticipates a water system bond in 2021 (for the reservoirs project.)

The committee asked Barry to also obtain actual scenarios for representative non-residential sewer customers from FCS Group and to add projected water rates to these scenarios to get a better sense of the impact on non-residential customers of rate increases projected by the rate study. (i.e. Add water rates to Page 10 of study "Sewer Rate Alternatives.") The committee would like some research on how many commercial properties are just paying the base rate for sewer and no volume rate.

7. There were **no Comments for The Good of the Order.**

8. The **Meeting was adjourned** at 6:52 p.m.

Andrew Maron and Jeff Kanter, Co-chairs 1/23/19