



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 12, 2019**

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

AGENDA

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
- 2. EXECUTIVE SESSION**
 - 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 and pursuant to RCW 42.30.110(1)(f) to receive and evaluate complaints or charges brought against a public officer, 45 Minutes
- 3. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:45 PM**
- 4. PUBLIC COMMENT - 6:50 PM**
- 5. MAYOR'S REPORT - 6:55 PM**
- 6. CITY MANAGER'S REPORT - 7:00 PM**
- 7. PRESENTATION(S)**
 - 7.A (7:05 PM) Environmental Technical Advisory Committee 2018 Annual Report and 2019 Work Plan, 10 Minutes
[Environmental Technical Advisory Committee 2018 Report & 2019 Work Plan](#)
- 8. UNFINISHED BUSINESS**
 - 8.A (7:15 PM) Ordinance No. 2019-04, Updating the City's Sign Code - Planning, 45 Minutes
[PCD Staff Memo](#)
[Reed v. Gilbert Article](#)
[Sign Code Update PowerPoint](#)

[Draft - Ordinance No. 2019-04, Updating the City's Sign Code](#)
[Exhibit A - Updated Chapter 15.08 Bainbridge Island Municipal Code - Redline](#)

- 8.B (8:00 PM) Kitsap Humane Society's Recommended Updates to the City's Animal Control Code, 20 Minutes
[Kitsap Humane Society's Animal Control Code Recommendations](#)
- 8.C (8:20 PM) Shoreline Master Program Periodic Review Process Public Participation Program and Work Plan - Planning, 15 Minutes
[20190226_SMP_PPP_and_WP.docx](#)

9. NEW BUSINESS

- 9.A (8:35 PM) Interlocal Agreement with Kitsap County for Reimbursable Work - Public Works, 10 Minutes
[KC-118-19 - ILA with City of Bainbridge Island for Reimbursable Services](#)
- 9.B (8:45 PM) Slope Mower Purchase - Public Works, 10 Minutes
[Harper 72LC Slope Mower - Overview](#)
- 9.C (8:55 PM) Decommission Topiary Art Piece at City Hall - Executive, 10 Minutes
[PAC Minutes 1.9.19](#)
[Bard Letter to PAC](#)
[Photo of Bard Topiary at City Hall](#)
[Photo of Damage to Bard Topiary at City Hall](#)
[1998 Artwork Commission Agreement](#)
- 9.D (9:05 PM) Olympic Drive Non-Motorized Improvements Professional Services Agreement for Support Services - Public Works, 10 Minutes
[Olympic Drive Construction Administration/Inspector Support Services RFQ](#)
- 9.E (9:15 PM) 2019 Shore Friendly Program Request for Grant Proposals - Planning, 10 Minutes
[2019 Shore Friendly Program RFP](#)
- 9.F (9:25 PM) Schedule a Public Hearing on Ordinance No. 2019-10, Related to the Extending the Moratorium on Certain Development Activities - Planning, 5 Minutes

10. CONSENT AGENDA

- 10.A (9:30 PM) Agenda Bill for Consent Agenda, 5 Minutes
- 10.B Accounts Payable and Payroll
[Report to Council of Cash Disbursements 03-13-19.pdf](#)
[Payroll.pdf](#)
- 10.C City Council Study Study Session Minutes, February 19, 2019

CCMIN 021919 STUDY SESSION

- 10.D City Council Regular Business Meeting Minutes, February 26, 2019
[CCMIN 022619 BUSINESS](#)
- 10.E Design Review Board 2018 Annual Report and 2019 Work Plan, 5 Minutes
[Design Review Board 2018 Annual Report & 2019 Work Plan](#)
- 10.F Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan, 5 Minutes
[Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan](#)
- 10.G Historic Preservation Commission 2018 Annual Report and 2019 Work Plan, 5 Minutes
[Historic Preservation Commission 2018 Annual Report and 2019 Work Plan](#)
- 10.H 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, 5 Minutes
[Amendment No. 2 to the ILA with the WA DOL](#)
- 10.I Sustainable Transportation Request for Qualifications - Public Works, 5 Minutes
[Sustainable Transportation RFQ](#)
- 10.J Ordinance No. 2019-05 Revising the BIMC Sewer Code to Allow a Limited Number of Onsite Systems in Sewer Service Areas - Public Works, 5 Minutes
[Ordinance No. 2019-05 Relating to Sewer Connection Requirements](#)

11. COMMITTEE REPORTS

- 11.A (9:35 PM) Committee Reports, 5 Minutes
[Public Safety Committee Minutes, December 13, 2018](#)
[Ethics Board Minutes, January 14, 2019](#)
[Marine Access Committee Minutes, January 14, 2019](#)
[Utility Advisory Committee Minutes, January 23, 2019](#)
[Utility Advisory Committee Minutes, February 13, 2019](#)

12. FOR THE GOOD OF THE ORDER - 9:40 PM

13. ADJOURNMENT - 9:50 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: March 12, 2019

ESTIMATED TIME: 45 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 and pursuant to RCW 42.30.110(1)(f) to receive and evaluate complaints or charges brought against a public officer,

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: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:05 PM) Environmental Technical 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 Environmental Technical Advisory Committee's 2018 report and 2019 work plan, as presented, for acceptance with the March 26, 2019 Consent Agenda.

SUMMARY:

A representative from the Environmental Technical Advisory Committee will present the committee's 2018 annual report and 2019 work plan.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Environmental Technical Advisory Committee 2018 Report & 2019 Work Plan](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

MEMORANDUM

TO: COBI City Council

FROM: Environmental Technical Advisory Committee (ETAC)

DATE: February 25, 2019

SUBJECT: Report on ETAC's 2018 Report and 2019 Work Plan

2018 Report

1. Proposal for development of a Groundwater Management Plan (GWMP) for Bainbridge Island
 - Development of a GWMP was in the 2016 Comp Plan – High Priority Water Resources Action #2 states: “Adopt an island-wide Groundwater Management Plan. Take actions necessary – capital improvements, code changes, etc. – to capture, clean and re-infiltrate as much stormwater as reasonably possible.”
 - ETAC began working on a background document in support of a GWMP in late 2017
 - After many iterations, ETAC submitted a 32-page document to the Council on 11/1/18
 - ETAC members presented the proposal to the Council at 11/6/18 meeting and answered questions
 - ETAC submitted a letter to the Council on 11/19/18 in support of a GWMP and retention of the COBI Water Resources Specialist position, along with a proposed budget for the GWMP
 - The Council approved of an ETAC proposal to develop a Groundwater Fact Sheet for Bainbridge Island at their 12/11/18 meeting

2. Review of Habitat Management Plans (HMPs)
 - ETAC has been asked to review HMPs occasionally in the past by COBI planners. The role of the ETAC reviews was never very clear in the past and ETAC requested more clarification on the review role in an email to COBI on 11/9/18. In response, COBI agreed to provide more lead time for ETAC to make a review and promised more follow-up after the review process. To facilitate their review process, ETAC set up a sub-group of 4 members to work on these reviews and include the COBI planner in their discussions.
 - Robbins HMP – ETAC was initially asked to review in October 2017. The project was changed and a new HMP was referred to ETAC in September 2018; ETAC

had some questions and requested follow-up but there has been no response since.

- Satoris HMP – ETAC was initially asked to review in August 2018, but there was no follow-up and a coordinated review did not happen.
- Marks and Maione HMP – ETAC subgroup worked with the COBI planner and a coordinated review was submitted by ETAC on 11/15/18.

2019 Work Plan

1. Groundwater Fact Sheet

- Draft a 1-page (front and back) fact sheet
- Get the draft reviewed by KPUD and USGS
- Revise and submit to the Council for approval
- Post on COBI website and print copies

2. COBI staff liaison

- ETAC needs a replacement for Christy Carr, preferably a staff person with expertise in environmental issues

3. 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 COBI communications staff
- Provide quarterly updates to the Council on the progress of the GWMP

4. Review HMPs

- Coordinate with the new COBI natural resources specialist to provide outside reviews through the ETAC subgroup on HMP reviews

5. Review Suzuki plans (if requested by the Council)

- Provide reviews of Suzuki development plans as requested by the Council, especially as follow-up to past ETAC work on Suzuki environmental issues

6. Provide information on stormwater treatment (if requested by the Council)

- Provide technical information pursuant to the \$100K approved in the budget for a study of methods to remove contaminants from stormwater before it discharges to Puget Sound
7. Provide information on tertiary wastewater treatment (if requested by the Council)
- Provide technical information pursuant to the \$100K approved in the budget for a study of methods to remove contaminants of emerging concern before they are discharged to Puget Sound



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 45 Minutes

AGENDA ITEM: (7:15 PM) Ordinance No. 2019-04, Updating the City's Sign Code - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to refer Ordinance No. 2019-04 to the Planning Commission for review and recommendation in accordance with BIMC 2.16.180 with specific direction to develop a recommendation regarding sandwich boards, and to request that staff develop and bring to the Council at a future meeting an interim official control specifying that Chapter 15.08 BIMC is enforced, and penalties assessed, through the code enforcement process outlined in Chapter 1.26 BIMC.

SUMMARY:

If approved, proposed Ordinance No. 2019-04 updates the City's Sign Code in response to the U.S. Supreme Court's decision in Reed v. Town of Gilbert. This is also an opportunity for the City Council to provide direction on a process to address the issue of how the City's Sign Code regulates commercial sandwich boards. Council direction is also requested regarding enforcement of the City's current sign code as the public process unfolds related to sandwich board signs.

FISCAL IMPACT:

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

BACKGROUND: Staff briefed the City Council on issues related to the City's Sign Code on September 18, 2018, and again on November 27, 2018. In response, Council provided the following direction to staff:

1. Review the City's existing Sign Code for consistency with U.S. Supreme Court ruling in Reed v. Town of Gilbert;
2. Draft changes to the City's existing Sign Code for consistency with the ruling in Reed v. Town of Gilbert, but keep existing policy to the extent possible; and
3. Present Reed-compliant sign code for Council review and sandwich board discussion.

As drafted, Ordinance No. 2019-04 would update the City's Sign Code in response to the U.S. Supreme Court's decision in Reed v. Town of Gilbert. This is also an opportunity for the City Council to provide direction on a process to address the issue of how the City's Sign Code regulates sandwich board signs. Please see the attached staff memo for additional background and a proposed process related to sandwich boards.

Additional direction from the Council is requested regarding enforcement of the City's current sign code as the public process unfolds related to sandwich board signs. Specifically, the City's current sign code allows for the display of sandwich boards in three instances: (1) temporary off-site noncommercial sandwich board signs are allowed without a sign permit; (2) Temporary off-site commercial sandwich board signs require a sign permit and may be displayed for a maximum of 36 days in a 12-month period; and (3) upon the issuance of a sign permit, each business is allowed one on-site commercial sandwich board sign. If the Council desires that, as Ordinance No. 2019-04 is reviewed and recommendations related to sandwich boards are developed, the City's current sign code be enforced to the extent allowed by the Reed decision, then staff recommends that the Council adopt an interim official control clarifying that the City's Sign Code, Chapter 15.08 BIMC, is enforced through the City's general code enforcement process outlined in Chapter 1.26 BIMC.

ATTACHMENTS:

[PCD Staff Memo](#)

[Reed v. Gilbert Article](#)

[Sign Code Update PowerPoint](#)

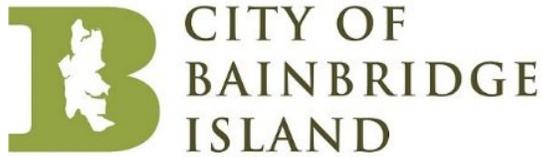
[Draft - Ordinance No. 2019-04, Updating the City's Sign Code](#)

[Exhibit A - Updated Chapter 15.08 Bainbridge Island Municipal Code - Redline](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: March 5, 2019
To: City Council
From: Aaron Pool, Code Compliance Officer
Subject: Sign Code Update

City staff has reviewed the City's sign code as a 2019 first quarter priority. The first review of the code was directed toward consistency with recent United States and Washington State Supreme Court rulings. The following is a brief overview of required sign code changes and the process for adoption of an updated code, including public outreach on the topic of sandwich boards.

Direction Provided to Staff:

1. Review existing sign code for consistency with U.S. Supreme Court ruling in *Reed v. Town of Gilbert*.
2. Draft changes to existing sign code for consistency with ruling in *Reed v. Town of Gilbert*, but keep existing policy to the extent possible.
3. Present *Reed* compliant sign code for Council review and sandwich board discussion.

Brief Overview *Reed v. Town of Gilbert*:

Please refer to the attached article for background on the U.S. Supreme Court's ruling in *Reed v. Town of Gilbert*. This ruling affects the City of Bainbridge's sign code in several ways.

The overall take away from the *Reed* case is that a sign code cannot regulate noncommercial signs based on the message conveyed on the sign (e.g., political signs, ideological signs, event signs, etc).

Examples of Changes Required to Existing Sign Code:

The City of Bainbridge's sign code reflects the unique character of the Island. While updating the sign code, staff has been directed to create a legally defensible ordinance while maintaining this unique character. The Association of Washington Cities Risk Management Services Agency (AWC RMSA) has produced a model sign code designed to follow the *Reed* case and other Washington specific law. Required changes to the current sign code have been drafted to include portions of the model code while keeping the character of City's current sign code intact where possible.

1. Banners and Bannerets
 - The current sign code allows for certain civic organizations to be exempt from permitting for certain banners and bannerets. The unequal application process between certain civic organizations and other private entities, including individuals, sets up an unequal process. The current code will need changes to create an equal permitting process.
2. Political signs
 - Under *Reed*, sign codes generally must regulate political speech the same as other forms of noncommercial speech. Changes to the current sign code are required to regulate political signs the same as other noncommercial temporary signage.
3. Equal Enforcement
 - Private noncommercial signage must now be enforced in the same manner. This includes political and other signs placed on private property and the City's right of ways. Enforcement includes owner notification, citation procedures, removal, and recovery of signage.

Proposed Process Moving Forward:

1. Public Outreach regarding sandwich board signs.
 - a. Design Review Board
 - b. Bainbridge Island Downton Association
 - c. Chamber of Commerce
 - d. Public Hearing before the Planning Commission
2. Planning Commission Study Session.
3. Public hearing before the Planning Commission.
4. Preparation by the Planning Commission of a recommendation to the City Council regarding sandwich board signs.
5. City Council Consideration of proposed sign code and the Planning Commission's recommendation.

Enforcement of Current Sign Code:

Additional direction from the Council is requested regarding enforcement of the City's current sign code as the public process unfolds related to sandwich board signs. Specifically, the City's existing Sign Code allows:

1. Temporary off-site noncommercial sandwich board signs without a sign permit;
2. Temporary off-site commercial sandwich board signs, with a sign permit, displayed for a maximum of 36 days in a 12-month period; and
3. One on-site commercial sandwich board sign per business with a sign permit.

If the Council desires that, as Ordinance No. 2019-04 is reviewed and recommendations related to sandwich boards are developed, the City's current sign code be enforced to the extent allowed by the Reed decision, then staff recommends that the Council adopt an interim official control clarifying that the City's Sign Code, Chapter 15.08 BIMC, is enforced through the City's general code enforcement process outlined in Chapter 1.26 BIMC.



March/April 2016

Supreme Court Case Requires Rewrite of Municipal Sign Laws

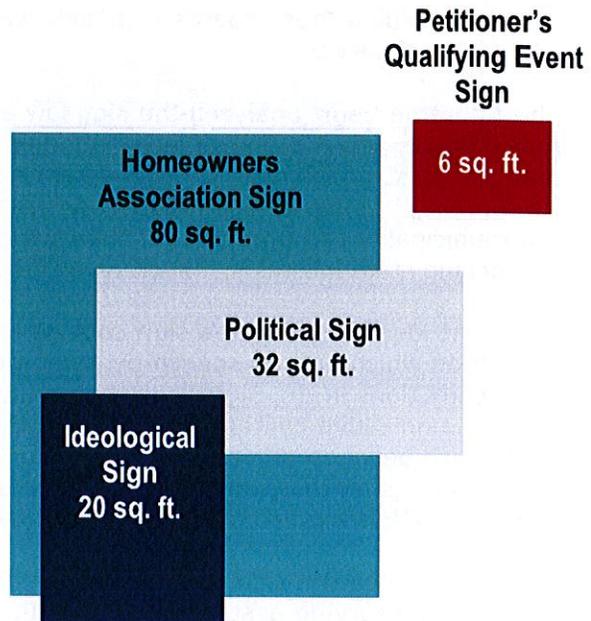
Guest Author: Victoria L. Polidoro, Esq., Partner, Rodenhausen Chale LLP

On June 18, 2015, the Supreme Court decided the case of Reed v. Town of Gilbert, Arizona¹, which invalidated the Town of Gilbert’s (Gilbert) sign law as an unconstitutional restriction on speech. As a result, municipal sign laws throughout the country should be reevaluated to determine whether they pass constitutional muster. The following provides an explanation of the Reed case and guidance on the regulation of signs post-Reed.

Town of Gilbert’s Sign Code

Like many municipalities, Gilbert, Arizona adopted a sign code which identified various categories of signs based on the type of information they conveyed. Each category of signs was subjected to different regulations. Categories included “temporary directional signs relating to a qualifying event”, “ideological signs”, “construction signs”, “directional signs”, “garage sale signs”, “political signs” and “bazaar signs”, among others.

Gilbert’s sign code generally required a permit for outdoor signs with 23 different categories of signs exempted from the permit requirement. The Supreme Court considered three of the exemptions in some detail before ultimately deciding that the sign law constituted a content-based restriction on speech: ideological signs, political signs and temporary directional signs. Under Gilbert’s sign code, these three sign types were treated differently with regard to size, location, and timeframe, as follows:



Graphic depiction showing some of the different allowances for non-commercial signs in the Town of Gilbert’s sign regulations. (Photo credit: The Becket Fund for Religious Liberty)

Sign Type:	Ideological	Political		Temporary Directional
Allowed Square Footage:	20 square feet	16 square feet	32 square feet	6 square feet
Allowed Location:	All zoning districts	Residential property	Non-residential or undeveloped municipal property	No more than 4 signs per property
Allowed Timeframe:	No time limit	60 days prior to primary election to 15 days following general election		12 hours prior to 1 hour after the qualifying event

Reed v. Town of Gilbert

The petitioner in the case is Clyde Reed, the Pastor of Good News Community Church. The Church is described by the Court as a "small cash-strapped entity that owns no building," causing it to hold services at available locations throughout the Town. The Church began placing 15-20 temporary signs around the Town advising the public of the time and place of its services. Signs would be posted on Saturday and removed on Sunday. The Town cited the Church for exceeding the durational limit on temporary directional signs and for failing to include the date of the event on the signs.



The temporary signs placed around Gilbert by the Good News Community Church. (Photo credit: www.legalbroadcastnetwork.com)

The Church filed a complaint in Federal Court, claiming that its first amendment right to freedom of speech was being violated by Gilbert's sign code. The District Court and the Court of Appeals ruled in favor of Gilbert. The Supreme Court overturned the decision, holding that Gilbert's sign code was an unconstitutional content-based regulation of speech.

The Supreme Court analyzed the sign law and whether it violated the First Amendment, which prohibits laws "abridging the freedom of speech." A municipality may not "restrict expression because of its message, its ideas, its subject matter, or its content."² Content-based restrictions are "presumptively unconstitutional" unless the municipality can provide that the restrictions are "narrowly tailored to serve compelling state interests,"³ such as traffic safety or aesthetics.

The court identified Gilbert's sign code as a subtle form of content-based speech regulation which defines speech by its purpose or function. The Court reasoned that the "restrictions in the Sign Code that apply to any given sign . . . depend entirely on the communicative content of the sign."⁴ Even though Gilbert's sign code did not distinguish between different viewpoints on the sign or express disagreement with any messages on the signs, **the act of regulating a sign by its function rendered the regulation a content-based regulation.**

Gilbert defended the sign code by arguing that the code served two compelling interests: preserving aesthetics and traffic safety. The Court found that the regulations were "underinclusive" and therefore ineffective. For example, "The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town when other types of signs create the same problem."⁵ With respect to aesthetics, the Court did not find the regulation to be narrowly tailored because it allowed an unlimited number of ideological signs while placing significant limits on directional signs.

With respect to traffic safety, the Court was not persuaded that limiting threats to safety from directional signs, but not from ideological or political signs, was a narrowly tailored approach, given the Court's opinion that "a sharply worded ideological sign seems more likely to distract a driver than a sign directing the public to a nearby church meeting."⁶



An example similar to one provided in the Reed brief showing temporary political signs in comparison to the temporary church event sign. (Photo credit: www.westerncity.com)

The Outcome

The outcome of the Reed case is that any municipal sign law which regulates signs based on their function – ie, political, garage sale, non-profit – will be subject to the “strict scrutiny” test and will be presumed unconstitutional unless the municipality can prove that the regulations further a compelling government interest and are narrowly tailored to serve that interest. The Supreme Court’s decision involved only non-commercial signs. It is unclear whether a future case will apply the same test to commercial signage.

Unfortunately, the Court’s opinion means that common exemptions in sign codes for historical markers, home occupations, hidden driveways and no trespassing signs would probably fail under a strict reading of the decision. Communities may act to “repeal the exemptions that allow for helpful signs on streets, or else lift their sign restrictions altogether and resign themselves to the resulting clutter”⁷. Neither option is desirable.

After dealing a huge blow to sign codes throughout the Country, the Court did offer guidance on regulations that are not content-based. The following is a non-exclusive list of sign regulations that are not content-based and therefore presumed constitutional, along with examples of such regulations adopted by Dutchess County communities.

1. **Size of Signs:** The Town of Pleasant Valley regulates the size of permanent signs based on the location and make of the sign. The permitted size of a wall sign is based on the size of the establishment’s principal façade, while a monument sign can be no larger than 16 square feet on each side and no taller than six feet.⁸
2. **Lighting of Signs:** The Village of Fishkill has adopted different sign regulations for different zoning districts within the Village. Internally illuminated signs are permitted along Route 9 and I-84 but prohibited within the historic main street area.⁹
3. **Electronic Message Display Signs:** The Town of Poughkeepsie prohibits electronic message display signs (EMDs) in all residential districts, hamlet districts and in certain commercial districts. Where such signs are permitted, the Town regulates the distance

between EMDs, the location of EMDs, and requires a message to be displayed for no less than 12 hours without change.¹⁰

4. **Placement of Signs:** The Town of Red Hook prohibits signs in the public right of way.¹¹
5. **On-Premises and Off-Premises Signs:** The Town of LaGrange prohibits billboards in all district. A Billboard is defined as “an off-premises sign that is leased or rented for profit.”¹²
6. **Total Number of Signs Permitted:** The Town of Hyde Park regulates signs on establishments within a shopping center. Each establishment may have a sign no more than one square foot for each lineal foot that the establishment occupies, up to 100 square feet.¹³
7. **Building Materials and Moving Parts:** The Town of Dover Zoning Law prohibits signs from containing or consisting “of any moving, rotating, or revolving device.”¹⁴
8. **Permanent versus Temporary Signage:** The Town of Poughkeepsie permits one a-frame or sidewalk sign per business, provided it does not obstruct the sidewalk or an egress door and further provided it is made of durable, weather resistant materials.¹⁵
9. **Time Restrictions:** Rules imposing time restrictions on signs advertising a one-time event or allowing signs leading up to an election or other event, so long as signs of any topic whatsoever are permitted.

Next Steps to Consider

This ruling by the Supreme Court has the potential to fundamentally change the way municipalities regulate non-commercial signs, which in turn could have a dramatic effect on our community aesthetics. Local municipalities should be prepared to adjust their sign codes accordingly. To that end, if your community has not already begun reviewing its sign law, proactive steps should be taken to convene a sign committee and review the local sign law prior to an expensive and costly legal challenge. Community officials should also review enforcement priorities with their municipal attorney and discuss whether provisions which would not satisfy the strict scrutiny test should continue to be enforced by the municipality.

¹ 138 S. Ct. 2218 (2015).

² Id. at 2226, citing *Police Department of Chicago v. Mosley*, 408 US 92 (1972).

³ Id., citing *R.A.V. v. St. Paul*, 505 US 377 (1992).

⁴ Id. at 2227.

⁵ Id. at 2221 (syllabus).

⁶ Id. at 2232.

⁷ Id. at 2237.

⁸ Town of Pleasant Valley Zoning Law § 98-46I(1)(a).

⁹ Village of Fishkill Zoning Law § 171-49C.

¹⁰ Town of Poughkeepsie Zoning Law § 210-123.1.

¹¹ Town of Red Hook Zoning Law § 143-27B(3).

¹² Town of LaGrange Zoning Law § 240-43B &D(1)(b).

¹³ Town of Hyde Park Zoning Law § 108-24.2C(2)(b).

¹⁴ Town of Dover Zoning Law § 145-39E(4).

¹⁵ Town of Poughkeepsie Zoning Law § 210-123.2.

More Information

[Reed v. Gilbert Supreme Court Opinion](#)

[Municipal Control of Signs](#) (updated), NYS DOS

[Opinion Analysis: The message determines the right](#), SCOTUSblog

[Court's Free-Speech Expansion Has Far-Reaching Consequences](#), NYTimes

[Supreme Court reaffirms broad prohibition on content-based speech restrictions, in today's Reed v. Town of Gilbert decision](#), The Washington Post

[Click here to view past issues of Plan On It.](#)

This newsletter was developed by the Dutchess County Department of Planning and Development, in conjunction with the Dutchess County Planning Federation.

To be removed from our mailing list, [send an "UNSUBSCRIBE" email to DCPlanningFederation@dutchessny.gov](#). Please **include your name and email** address in the message.

SIGN CODE UPDATE

COUNCIL DIRECTION

- Review existing sign code for consistency with U.S. Supreme Court ruling in Reed v. Town of Gilbert.
- Draft changes to existing sign code for consistency with ruling in Reed v. Town of Gilbert, but keep existing policy to extent possible.
- Present Reed-compliant sign code for Council review and sandwich board discussion.

TAKE AWAY FROM REED V. TOWN OF GILBERT

The overall take away from the Reed case is that a sign code cannot regulate noncommercial signs based on the message conveyed on the sign (e.g., political signs, ideological signs, event signs, etc).

EXAMPLE OF SIGN CODE CHANGES

- POLITICAL SIGNS: Political speech is considered private speech on par with other forms of noncommercial speech. Changes to the current sign code are required to regulate political signs the same as other noncommercial temporary signage.
- Example:

Before Reed v. Gilbert	After Reed v. Gilbert
Unlawful for any person to affix a <u>political sign</u> to any utility pole or other public infrastructure.	Unlawful for any person to affix a <u>sign</u> to any utility pole or other public infrastructure.

SIGN CODE ADOPTION PROCESS

- Public Outreach on Sandwich Board Signs:
 - Design Review Board
 - Bainbridge Island Downtown Association
 - Chamber of Commerce
 - Public Hearing Before the Planning Commission

SIGN CODE ADOPTION PROCESS

- Planning Commission Study Session
- Public hearing before the Planning Commission.
- Preparation by the Planning Commission of a recommendation to the City Council regarding sandwich board signs
- City Council consideration of proposed sign code and the Planning Commission's recommendation.

ENFORCEMENT OF CURRENT SIGN CODE

- Current sandwich board regulations comply with Reed and may be enforced.
- Current Sign Code allows:
 1. Temporary off-site noncommercial sandwich board signs without a sign permit;
 2. Temporary off-site commercial sandwich board signs, with a sign permit, displayed for a maximum of 36 days in a 12-month period; and
 3. One on-site commercial sandwich board sign per business with a sign permit.
- Recommendation: Adopt an interim official control clarifying that the City's Sign Code is enforced via Chapter 1.26 BIMC.

THE END

ORDINANCE NO. 2019-04

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the regulation of signs erected within the City and repealing and replacing Chapter 15.08 of the Bainbridge Island Municipal Code.

WHEREAS, _____; and

WHEREAS, _____.

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

Section 1. Chapter 15.08 of the Bainbridge Island Municipal Code is hereby repealed in its entirety.

Section 2. A new Chapter 15.08 of the Bainbridge Island Municipal Code is hereby adopted, to read as shown on Exhibit A.

Section 3. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2019.

APPROVED BY THE MAYOR this _____ day of _____, 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK: March 8, 2019
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-04

EXHIBIT A
Chapter 15.08
SIGN CODE

Sections:

- 15.08.010 Purpose.
- 15.08.020 Definitions.
- 15.08.030 Permits Required
- 15.08.040 Permit Fees
- 15.08.050 Signs not requiring a permit.
- 15.08.060 Prohibited signs.
- 15.08.070 Nonconforming signs.
- 15.08.080 Measurement of sign area.
- 15.08.090 Height of sign.
- 15.08.100 General regulations.
- 15.08.110 Commercial use signs.
- 15.08.120 Institutional or public use signs.
- 15.08.130 Residential use signs.
- 15.08.140 Temporary Signs
- 15.08.150 Sign variance.
- 15.08.160 Enforcement and penalties.

15.08.010 Purpose.

The purpose of this chapter is as follows:

- A. To promote and protect the public welfare, health, and safety.
- B. To encourage the installation of signs which harmonize with building design, natural settings and other geographical characteristics of the locations in which they are erected.
- C. To create a more attractive economic and business climate.
- D. To reduce distractions and obstructions from signs which would adversely affect traffic safety and reduce hazards that may be caused by signs overhanging or projecting over or within public rights-of-way.

15.08.020 Definitions.

- A. "Awning or marquee sign" means a sign attached to a face or shelter, which face or shelter extends (12 inches or more) in a direction perpendicular to the wall of the building and may be supported by posts or the exterior wall of the building or any combination thereof.
- B. "Banneret" means a small banner that is hung vertically from a freestanding support, i.e., curbside bannerets on light standards and bannerets in public squares.
- C. "Banner" means a sign of flexible material designed to be displayed between two supports or against another surface.
- D. "Changeable copy" means changes to the face or copy of changeable copy signs, digital signs, electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.
- E. "Culturally, historically, or architecturally significant sign" means a sign with unique local characteristics that may not fit other defined categories.
- F. "Director" means the City's Director of Planning and Community Development.
- G. "Erect" means to build, construct, raise, assemble, create, alter, display, relocate, attach, hang, place, suspend, affix, paint, draw, engrave, carve, cast, or in any other way bring into being or establish, other than to replace changeable copy and other than in the course of normal sign maintenance as described in this chapter.

H. "Facade sign" means any sign which is erected (including painted) on the wall of a building or other structure, whose face is generally parallel to that wall or other structure and whose face does not extend outward more than 12 inches in a direction perpendicular to that wall or other structure.

I. "Facade" means the wall of a building or other structure whose face is generally parallel to that wall or other structure.

J. "Freestanding sign" means a sign supported by one or more permanently affixed uprights, poles, or braces in or on the ground, and not supported by a building.

K. "Grade" (adjacent ground elevation) means the computed average of the lowest and the highest points of elevation of the original surface of the ground, or existing paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building. In the case of structures to be built over water or on the shoreline, "grade" shall have the same meaning as "average grade level" as that term is defined in WAC 173-27-030(3).

L. "Neon sign" means a sign illuminated in whole or part by gaseous tubes electrified by a current.

M. "NC" means neighborhood centers.

N. "Portable sign" means a sign that is readily moveable, freestanding, and not permanently affixed to the ground. "Portable signs" include sandwich board signs, signs mounted on weighted bases, and other similar signs.

O. "Primary entrance" means the principal or main entrance of a building or structure which is used by the majority of patrons to access the building or structure.

P. "Projecting/hanging sign" means a sign, which is attached to or supported by a wall or suspended from the overhang of a building or other structure.

Q. "Repair" means the reconstruction or renewal of any part of an existing sign for the purpose of its maintenance.

R. "Sandwich board sign" means a sign which consists of two panels hinged or attached at the top or side, designed to be movable and stand on the ground.

S. "Sign" means any letter, figure, design, symbol, trademark or other device which is intended to attract attention to any activity, service, place, political office, subject, firm, corporation or merchandise, except traffic signs or signals, public or court notices, signs not visible from the public right-of-way or adjacent properties, signs on moving vehicles, newspapers, leaflets or other printed materials intended for individual use or individual distribution to members of the public, government flags, flags and bunting exhibited to commemorate national patriotic holidays.

T. "Street frontage" means that portion of any lot or building facing a street or sidewalk and with direct access to that street or sidewalk.

U. "Temporary sign" means any sign that is used temporarily and is not permanently mounted, painted, or otherwise affixed, including any poster, banner, placard, stake sign, or sign not placed in the ground with concrete or other means to provide permanent support, stability, and rot prevention. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without plasticizers, and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to permanent sign regulations.

V. "Two-sided" means a sign where only one face is visible from any viewing position.

W. "Window sign" means a sign placed inside a building within 15 feet of the window or on a window and visible from the outside. This term does not include merchandise.

15.08.030 Permits required.

A. No signs, except those described in BIMC 15.08.050, shall be erected without a valid sign permit.

B. Permit application requirements shall be determined by the director and shall include a site plan showing the location of the signs, the position of buildings and landscaped areas, the elevations of the signs, and the configuration and size of the signs.

C. A valid sign permit is required before altering an existing sign or repairing a sign where the repair exceeds 50 percent of the replacement cost.

D. Legally established signs that include changeable copy are exempt from permit requirements for altering the changeable copy.

15.08.040 Permit fees.

Permit fees shall be as established by the city council by resolution.

15.08.050 Signs not requiring a permit.

The following signs shall not require a permit:

A. Signs installed by the City, County, State, or federal governmental agency for the protection of the public health, safety, and general welfare.

B. Temporary signs as allowed under BIMC 15.08.140.

C. Noncommercial signs located on private property with a display area not exceeding three square feet.

D. Culturally, historically, or architecturally significant signs, existing at the time of passage of the ordinance codified in this chapter and officially recognized by the city. Designation of culturally, historically, or architecturally significant signs will be adopted by separate resolution.

E. Any window sign four square feet or less in size; provided, that no single sign or combination of signs shall exceed 25 percent of an individual window area.

F. A single noncommercial sign, not exceeding 24 square feet in area, mounted at a height not exceeding 20 feet above grade, located on "agricultural land" as that term is defined in Chapter 16.26 BIMC.

15.08.060 Prohibited signs.

The following signs are prohibited:

A. Billboards, streamers, pennants, ribbons, spinners, or other similar devices.

B. Flashing signs, roof signs, signs containing moving parts or appearing to move, and signs which sparkle or twinkle in the sunlight.

C. Signs advertising or identifying a business which is defunct.

D. Signs, except for traffic, regulatory, or informational signs, using the words "stop," "caution," or "danger," or incorporating red, amber, or green lights resembling traffic signals, or resembling "stop" or "yield" signs in shape or color.

E. Signs advertising a business not located on the parcel or development containing the business except signs erected by, or with funding from, the City or the State of Washington.

F. Signs mounted on stationary, unlicensed vehicles.

G. Illuminated features, on the exterior of a building, that call attention to the building or product sold within the building.

H. Any window sign(s) exceeding four square feet in area or exceeding 25 percent of an individual window area.

I. Neon signs, except as permitted in BIMC 15.08.100.B.

J. On-premises signs in the natural, conservancy, aquatic conservancy, and aquatic shoreline environments, except for navigation aids and public information.

K. Signs attached or placed on trees, vegetation, or other natural features, except for memorial or species identification labels.

L. Signs on or attached to any utility pole, traffic control device, lamp post, or any other public infrastructure, building, or structure, except bannerets.

M. Any sign placed without the necessary permit or not in accordance with the size, place and manner limitations provided in this chapter.

N. Any sign that:

1. Is structurally, electrically, or otherwise unsafe; or
2. Constitutes a hazard, by design or placement, to public safety and health; or
3. Obstructs free entrance or exit from a door or window that is required to be in place by this code or the City; or

O. Portable signs, except sandwich board signs allowed under BIMC 15.08.110.E.

P. Signs placed on sidewalks, driveways, or other improved areas designed for vehicular, bicycle, wheelchair, or pedestrian use, except as conditioned in a right-of-way use permit issued by the City.

15.08.070 Nonconforming signs.

A. A nonconforming sign lawfully existing prior to July 26, 1993, may remain and be used subject to the provisions of subsections B and C of this section.

B. A nonconforming sign cannot be enlarged, reworted, redesigned, or altered in any way except to conform to this chapter. If the cost to repair a nonconforming sign exceeds 50 percent of its replacement cost, the sign shall not be repaired except to conform to this chapter.

C. A sign replacing a nonconforming sign shall conform to this chapter.

15.08.080 Measurement of sign area.

Sign measurement shall be based upon the entire area of the sign, with a single continuous perimeter enclosing the extreme limits of the sign surface. For freestanding signs, support structures (providing that they are not signs) extending up to one foot above the signs shall not be included in the calculation of the sign area. For signs which are a molded, cast, carved, or otherwise integral part of a solid concrete, masonry, wood, or composite wall, foundation, fence, or entry structure, the sign area shall be measured within a continuous perimeter enclosing the extreme limits of the lettering and/or image.

15.08.090 Height of sign.

A. The height of any sign shall be measured from the grade adjacent to the sign.

B. The height of signs located within a marina shall not exceed 15 feet above the ordinary high water mark.

C. Awning structures on which sign images are attached shall be subject to regulation under the Uniform Building Code as adopted in Chapter 15.04 BIMC.

15.08.100 General regulations.

A. Signs within the Shoreline Master Program Jurisdiction.

1. Sign permits shall be submitted for review and approval at the time of shoreline permit submittal.

2. All signs shall be located and designed to minimize interference with vistas, viewpoints, and visual access to the shoreline.
3. Overwater signs or signs on floats or pilings shall be prohibited, except when related to navigation or as approved as part of a water-dependent use.
4. Signs which impair visual access in view corridors are prohibited.
5. Governmental signs indicating the public's right of access to shoreline areas shall be installed and maintained in conspicuous locations at all points of access. Signs shall also indicate all limitations on use of such areas including use of fire, alcohol, jet skis, and other recreational equipment, as well as requirements regarding pets.

B. Illumination Standards.

1. Signs, except for facade or awning signs, shall only be illuminated externally by light sources shielded so that the lamp is not visible from adjacent properties, the public right-of-way or watercourses. Sign lighting shall conform to BIMC 18.15.040.
2. Lights illuminating a sign shall project illumination toward the face of the sign.
3. Signs shall not flash, rotate, or have motorized parts or exposed electrical wires.
4. Signs shall not be illuminated between the hours of 10:00 p.m. and 6:00 a.m. unless the premises on which they are located is open for business.
5. Up to three neon signs are allowed in commercial zones for each business; provided, that they do not exceed four square feet for any individual sign. Total signage of all types shall not exceed 25 percent of an individual window area. For each retail business that has window area in excess of 100 square feet, an additional four square feet of neon sign area is allowed. Neon signs are allowed only on properties zoned for commercial uses, shall not be visible from the shoreline, and shall not flash.
6. One commercial use sign for theaters, including film or performing arts buildings that were constructed prior to November 10, 1999, may be internally illuminated and may include external unshielded neon lights.
7. Facade signs may be internally illuminated if:
 - a. The background does not emit light;
 - b. The background constitutes a minimum of 80 percent of the sign area; and
 - c. The illumination source is shielded.

C. Placement Standards.

1. Signs, including banners and temporary signs, shall not be mounted on roofs, extend above the roof line, or be located more than 20 feet above the grade except for retail businesses with a second-floor exterior entrance.
2. Signs projecting from a building shall not be less than eight feet above grade, unless permitted by the city through an administrative variance procedure.
3. Freestanding signs shall not exceed five feet in height except in the Business/Industrial and NC zones and except as regulated by BIMC 15.08.120.B. Supporting structures (providing that they are not signs) for freestanding signs may extend one foot higher than the height limit for freestanding signs. In the Business/Industrial and NC zones, freestanding signs shall not exceed eight feet in height.

D. Freestanding signs shall be located within a landscaped area that is twice the area of the sign area, and the plantings or the landscaped area shall be located so as to shield illumination sources.

E. All signs visible from Highway 305 must be in conformance with the standards of the Scenic Vistas Act (Chapter 47.42 RCW and Chapter 468-66 WAC) that is incorporated herein by this reference as well as the related Washington State Department of Transportation (“WSDOT”) rules, regulations, and noncompliance penalties; provided, that all signs within the city shall also be subject to any additional restrictions as provided in this chapter. In the case of conflict between the requirements of the Scenic Vistas Act and this chapter, the more restrictive requirement shall apply.

15.08.110 Commercial use signs.

In addition to the general regulations of this chapter, the following regulations shall apply to all commercial use signs.

A. Facade Signs.

1. The total aggregate area of all facade signs on each wall shall not exceed 128 square feet.
2. Buildings may have one facade sign with a maximum area of 36 square feet for each tenant. If the building has street frontage on two or more streets, has access from an alley or parking area to the side or behind the building, or has retail uses on a second floor, a facade sign for each tenant is allowed; provided, that no additional sign shall exceed 20 square feet in area, face the same street, alley or parking area or be on the same floor as another facade sign.
3. Facade signs shall be located less than 20 feet above grade except for retail businesses with a second-floor exterior entrance.
4. A single directory, combining the name of the commercial complex and the individual names of businesses located within, is allowed provided no other facade sign on the building shall exceed 20 square feet in area except for retail businesses with a second-floor exterior entrance may have a facade sign up to 36 square feet. The maximum sign area for this directory is 48 square feet.
5. A single facade sign for a commercial complex is allowed at the primary entrance instead of a directory, provided no other facade sign for building tenants shall exceed 20 square feet in area except for retail businesses with a second floor exterior entrance may have a facade sign up to 36 square feet. The maximum area for this commercial complex sign is 36 square feet.
6. There may be up to three facade sign(s) per tenant in the High School Road commercial zone located more than 200 feet from the edge of any public right-of-way. No additional sign shall exceed 20 square feet in area, face the same street, alley or parking area or be on the same floor as another facade sign.

B. Freestanding Signs.

1. No more than one freestanding sign shall be allowed per tenant. The sign shall not exceed 20 square feet on any single face or 40 square feet on two faces. No more than two freestanding signs, regardless of the number of tenants, shall be allowed on any property.
2. A freestanding identification sign, for a commercial complex, with or without the individual names of businesses located therein, with a maximum sign area of 40 square feet on any single face and a total surface area of 60 square feet if two sided may be erected facing each street frontage. No individual tenant freestanding signs may be erected on such a property that contains this freestanding identification sign.
3. In the Business/Industrial zone, freestanding identification signs may be located on adjacent Business/Industrial zoned properties if the signs contain directional information to assist in locating the businesses listed and permission is obtained from the owner of the property where the sign is located. The maximum sign area shall be 36 square feet. The sign shall not be counted toward the maximum number of freestanding signs allowed.

C. An awning or marquee sign, not exceeding 20 square feet in area per commercial tenant, is allowed instead of a facade sign. The lowest point of the awning or marquee is at least eight feet above the sidewalk, and the awning shall have a dark background if illuminated from behind.

D. Projecting/Hanging Signs.

1. A business may have one projecting sign, located at least eight feet above grade, with a maximum area of five square feet for each side. The fixture used to suspend the hanging sign must be included in the permit design and approved by the designated officials, but shall not be included in the total size of the sign.
2. Signs for theaters, including film or performing arts buildings, shall not exceed 80 square feet on a single face and 140 square feet on multiple faces and shall be located at least 100 feet from any property zoned single-family.

E. Sandwich Board Signs.

[Reserved]

15.08.120 Institutional or public use signs.

In addition to the general regulations of this chapter, public institutions or public entities:

- A. May have a single sign, either facade-mounted or a freestanding identification sign, visible from each street frontage;
- B. May have one additional freestanding identification sign at the principal entrance not to exceed a maximum height of six feet. The maximum sign area of any face shall be no greater than 40 square feet;

15.08.130 Residential use signs.

In addition to the general regulations of this chapter, the following regulations shall apply to all residential use signs.

- A. Residential developments may have a single freestanding sign with a maximum sign area of 10 square feet.
- B. Home occupations, legally established, may have an identification sign as allowed in BIMC 18.09.030.I.13.
- C. Multifamily residential developments may have a directory sign, with a maximum sign area of 20 square feet, at one vehicular entrance on each street frontage.

15.08.140 Temporary Signs.

- A. No permit required. No sign permit is required for temporary signs.
- B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance.
- C. Materials. See the definition of “temporary sign” in BIMC 15.08.020.
- D. City Property (excluding City right-of-way). Temporary signs on City-owned property are allowed only in conjunction with an approved special event permit issued under Chapter 12.06 BIMC and must be removed upon the conclusion of the parade, procession, or other assembly occurring on City-owned property.
- E. City Right-of-Way. Temporary signs located within City right-of-way must comply with the following requirements:
 1. Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway.

2. Type. Only temporary signs on stakes that can be manually pushed or hammered into the ground are allowed, except that the City may allow other signs in the City right-of-way through the issuance of a right-of-way use permit.
3. Size and height. Temporary signs located within the City right-of-way shall not exceed four (4) square feet, and three (3) feet in height.
4. Dilapidated or Nuisance signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.
5. Banners. Banners on or over City right-of way require permitting through a right-of-way use permit and are limited to a two (2) week period.

F. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this section and the following:

1. Window signs. Limited to no more than one temporary window sign per residential unit, not to exceed four (4) square feet. Shall not exceed twenty-five (25) percent of an individual window area.
2. Size and height. Temporary signs located within residential zones shall not exceed four (4) square feet in size and three (3) feet in height.
3. Construction signs. One sign per construction site not to exceed twelve (12) square feet in area located on the parcel being improved. Sign must be in conjunction with an approved building permit. The sign shall be removed within thirty (30) days of the occupancy of the structure.

G. Non-residential zones: Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this section and the following:

1. Window signs. Limited to twenty-five (25) percent of the window area. No single sign shall exceed four (4) square feet in area.
2. Size and height. Temporary signs located within non-residential zones shall not exceed four (4) square feet in size and three (3) feet in height.
3. Construction signs. One sign per construction site not to exceed twelve (12) square feet in area located on the parcel being improved. Sign must be in conjunction with an approved building permit. The sign shall be removed within thirty (30) days of the occupancy of the structure.

15.08.150 Sign variance.

A. A variance is the mechanism by which the city may grant relief from the provisions of this chapter where practical difficulty renders compliance with the provisions of this chapter an unnecessary hardship and where the hardship is a result of the physical characteristics of the subject property.

B. The variance procedure shall be administrative and determined by the director.

15.08.160 Enforcement and penalties.

A. Enforcement of this chapter and the imposition of penalties for violations of this chapter shall be as provided for in Chapter 1.26 BIMC.

B. The city may remove and dispose of signs that it determines are a threat to public safety and recover costs from the owner of the property on which the sign is located or the sign owner. Within 10 days of removal of a sign, and upon payment of the costs of removal, the owner may recover a sign.

EXHIBIT A
Chapter 15.08
SIGN CODE

Sections:

15.08.010	Purpose.
15.08.020	Definitions.
15.08.030	Permits Required
15.08.040	Permit Fees
15.08.050	Signs not requiring a permit.
15.08.060	Prohibited signs.
15.08.070	Nonconforming signs.
15.08.080	Measurement of sign area.
15.08.090	Height of sign.
15.08.100	General regulations.
15.08.110	Commercial use signs.
15.08.120	Institutional or public use signs.
15.08.130	Residential use signs.
15.08.140	Temporary Signs
15.08.150	Sign variance.
15.08.160	Enforcement and penalties.

15.08.010 Purpose.

The purpose of this chapter is as follows:

- A. To promote and protect the public welfare, health, and safety.
- B. To encourage the installation of signs which harmonize with building design, natural settings and other geographical characteristics of the locations in which they are erected.
- C. To create a more attractive economic and business climate.
- D. To reduce distractions and obstructions from signs which would adversely affect traffic safety and reduce hazards that may be caused by signs overhanging or projecting over or within public rights-of-way.

15.08.020 Definitions.

- A. "Awning or marquee sign" means a sign attached to a face or shelter, which face or shelter extends (12 inches or more) in a direction perpendicular to the wall of the building and may be supported by posts or the exterior wall of the building or any combination thereof.
- B. "Banneret" means a small banner that is hung vertically from a freestanding support, i.e., curbside bannerets on light standards and bannerets in public squares.
- C. "Banner" means a sign of flexible material designed to be displayed between two supports or against another surface.
- D. "Changeable copy" means changes to the face or copy of changeable copy signs, digital signs, electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.
- E. "Culturally, historically, or architecturally significant sign" means a sign with unique local characteristics that may not fit other defined categories.
- F. "Director" means the City's Director of Planning and Community Development.
- G. "Erect" means to build, construct, raise, assemble, create, alter, display, relocate, attach, hang, place, suspend, affix, paint, draw, engrave, carve, cast, or in any other way bring into being or establish, other than to replace changeable copy and other than in the course of normal sign maintenance as described in this chapter.

H. "Facade sign" means any sign which is erected (including painted) on the wall of a building or other structure, whose face is generally parallel to that wall or other structure and whose face does not extend outward more than 12 inches in a direction perpendicular to that wall or other structure.

I. "Facade" means the wall of a building or other structure whose face is generally parallel to that wall or other structure.

J. "Freestanding sign" means a sign supported by one or more permanently affixed uprights, poles, or braces in or on the ground, and not supported by a building.

K. "Grade" (adjacent ground elevation) means the computed average of the lowest and the highest points of elevation of the original surface of the ground, or existing paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building. In the case of structures to be built over water or on the shoreline, "grade" shall have the same meaning as "average grade level" as that term is defined in WAC 173-27-030(3).

L. "Neon sign" means a sign illuminated in whole or part by gaseous tubes electrified by a current.

M. "NC" means neighborhood centers.

N. "Portable sign" means a sign that is readily moveable, freestanding, and not permanently affixed to the ground. "Portable signs" include sandwich board signs, signs mounted on weighted bases, and other similar signs.

O. "Primary entrance" means the principal or main entrance of a building or structure which is used by the majority of patrons to access the building or structure.

P. "Projecting/hanging sign" means a sign, which is attached to or supported by a wall or suspended from the overhang of a building or other structure.

Q. "Repair" means the reconstruction or renewal of any part of an existing sign for the purpose of its maintenance.

R. "Sandwich board sign" means a sign which consists of two panels hinged or attached at the top or side, designed to be movable and stand on the ground.

S. "Sign" means any letter, figure, design, symbol, trademark or other device which is intended to attract attention to any activity, service, place, political office, subject, firm, corporation or merchandise, except traffic signs or signals, public or court notices, signs not visible from the public right-of-way or adjacent properties, signs on moving vehicles, newspapers, leaflets or other printed materials intended for individual use or individual distribution to members of the public, government flags, flags and bunting exhibited to commemorate national patriotic holidays.

T. "Street frontage" means that portion of any lot or building facing a street or sidewalk and with direct access to that street or sidewalk.

U. "Temporary sign" means any sign that is used temporarily and is not permanently mounted, painted, or otherwise affixed, including any poster, banner, placard, stake sign, or sign not placed in the ground with concrete or other means to provide permanent support, stability, and rot prevention. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without plasticizers, and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to permanent sign regulations.

V. "Two-sided" means a sign where only one face is visible from any viewing position.

W. "Window sign" means a sign placed inside a building within 15 feet of the window or on a window and visible from the outside. This term does not include merchandise.

15.08.030 Permits required.

A. No signs, except those described in BIMC 15.08.050, shall be erected without a valid sign permit.

B. Permit application requirements shall be determined by the director and shall include a site plan showing the location of the signs, the position of buildings and landscaped areas, the elevations of the signs, and the configuration and size of the signs.

C. A valid sign permit is required before altering an existing sign or repairing a sign where the repair exceeds 50 percent of the replacement cost.

D. Legally established signs that include changeable copy are exempt from permit requirements for altering the changeable copy.

15.08.040 Permit fees.

Permit fees shall be as established by the city council by resolution.

15.08.050 Signs not requiring a permit.

The following signs shall not require a permit:

A. Signs installed by the City, County, State, or federal governmental agency for the protection of the public health, safety, and general welfare.

B. Temporary signs as allowed under BIMC 15.08.140.

C. Noncommercial signs located on private property with a display area not exceeding three square feet.

D. Culturally, historically, or architecturally significant signs, existing at the time of passage of the ordinance codified in this chapter and officially recognized by the city. Designation of culturally, historically, or architecturally significant signs will be adopted by separate resolution.

E. Any window sign four square feet or less in size; provided, that no single sign or combination of signs shall exceed 25 percent of an individual window area.

F. A single noncommercial sign, not exceeding 24 square feet in area, mounted at a height not exceeding 20 feet above grade, located on "agricultural land" as that term is defined in Chapter 16.26 BIMC.

15.08.060 Prohibited signs.

The following signs are prohibited:

A. Billboards, streamers, pennants, ribbons, spinners, or other similar devices.

B. Flashing signs, roof signs, signs containing moving parts or appearing to move, and signs which sparkle or twinkle in the sunlight.

C. Signs advertising or identifying a business which is defunct.

D. Signs, except for traffic, regulatory, or informational signs, using the words "stop," "caution," or "danger," or incorporating red, amber, or green lights resembling traffic signals, or resembling "stop" or "yield" signs in shape or color.

E. Signs advertising a business not located on the parcel or development containing the business except signs erected by, or with funding from, the City or the State of Washington.

F. Signs mounted on stationary, unlicensed vehicles.

G. Illuminated features, on the exterior of a building, that call attention to the building or product sold within the building.

H. Any window sign(s) exceeding four square feet in area or exceeding 25 percent of an individual window area.

I. Neon signs, except as permitted in BIMC 15.08.100.B.

J. On-premises signs in the natural, conservancy, aquatic conservancy, and aquatic shoreline environments, except for navigation aids and public information.

K. Signs attached or placed on trees, vegetation, or other natural features, except for memorial or species identification labels.

L. Signs on or attached to any utility pole, traffic control device, lamp post, or any other public infrastructure, building, or structure, except bannerets.

M. Any sign placed without the necessary permit or not in accordance with the size, place and manner limitations provided in this chapter.

N. Any sign that:

1. Is structurally, electrically, or otherwise unsafe; or
2. Constitutes a hazard, by design or placement, to public safety and health; or
3. Obstructs free entrance or exit from a door or window that is required to be in place by this code or the City; or

O. Portable signs, except sandwich board signs allowed under BIMC 15.08.110.E.

P. Signs placed on sidewalks, driveways, or other improved areas designed for vehicular, bicycle, wheelchair, or pedestrian use, except as conditioned in a right-of-way use permit issued by the City.

15.08.070 Nonconforming signs.

A. A nonconforming sign lawfully existing prior to July 26, 1993, may remain and be used subject to the provisions of subsections B and C of this section.

B. A nonconforming sign cannot be enlarged, reworted, redesigned, or altered in any way except to conform to this chapter. If the cost to repair a nonconforming sign exceeds 50 percent of its replacement cost, the sign shall not be repaired except to conform to this chapter.

C. A sign replacing a nonconforming sign shall conform to this chapter.

15.08.080 Measurement of sign area.

Sign measurement shall be based upon the entire area of the sign, with a single continuous perimeter enclosing the extreme limits of the sign surface. For freestanding signs, support structures (providing that they are not signs) extending up to one foot above the signs shall not be included in the calculation of the sign area. For signs which are a molded, cast, carved, or otherwise integral part of a solid concrete, masonry, wood, or composite wall, foundation, fence, or entry structure, the sign area shall be measured within a continuous perimeter enclosing the extreme limits of the lettering and/or image.

15.08.090 Height of sign.

A. The height of any sign shall be measured from the grade adjacent to the sign.

B. The height of signs located within a marina shall not exceed 15 feet above the ordinary high water mark.

C. Awning structures on which sign images are attached shall be subject to regulation under the Uniform Building Code as adopted in Chapter 15.04 BIMC.

15.08.100 General regulations.

A. Signs within the Shoreline Master Program Jurisdiction.

1. Sign permits shall be submitted for review and approval at the time of shoreline permit submittal.

2. All signs shall be located and designed to minimize interference with vistas, viewpoints, and visual access to the shoreline.
3. Overwater signs or signs on floats or pilings shall be prohibited, except when related to navigation or as approved as part of a water-dependent use.
4. Signs which impair visual access in view corridors are prohibited.
5. Governmental signs indicating the public's right of access to shoreline areas shall be installed and maintained in conspicuous locations at all points of access. Signs shall also indicate all limitations on use of such areas including use of fire, alcohol, jet skis, and other recreational equipment, as well as requirements regarding pets.

B. Illumination Standards.

1. Signs, except for facade or awning signs, shall only be illuminated externally by light sources shielded so that the lamp is not visible from adjacent properties, the public right-of-way or watercourses. Sign lighting shall conform to BIMC 18.15.040.
2. Lights illuminating a sign shall project illumination toward the face of the sign.
3. Signs shall not flash, rotate, or have motorized parts or exposed electrical wires.
4. Signs shall not be illuminated between the hours of 10:00 p.m. and 6:00 a.m. unless the premises on which they are located is open for business.
5. Up to three neon signs are allowed in commercial zones for each business; provided, that they do not exceed four square feet for any individual sign. Total signage of all types shall not exceed 25 percent of an individual window area. For each retail business that has window area in excess of 100 square feet, an additional four square feet of neon sign area is allowed. Neon signs are allowed only on properties zoned for commercial uses, shall not be visible from the shoreline, and shall not flash.
6. One commercial use sign for theaters, including film or performing arts buildings that were constructed prior to November 10, 1999, may be internally illuminated and may include external unshielded neon lights.
7. Facade signs may be internally illuminated if:
 - a. The background does not emit light;
 - b. The background constitutes a minimum of 80 percent of the sign area; and
 - c. The illumination source is shielded.

C. Placement Standards.

1. Signs, including banners and temporary signs, shall not be mounted on roofs, extend above the roof line, or be located more than 20 feet above the grade except for retail businesses with a second-floor exterior entrance.
2. Signs projecting from a building shall not be less than eight feet above grade, unless permitted by the city through an administrative variance procedure.
3. Freestanding signs shall not exceed five feet in height except in the Business/Industrial and NC zones and except as regulated by BIMC 15.08.120.B. Supporting structures (providing that they are not signs) for freestanding signs may extend one foot higher than the height limit for freestanding signs. In the Business/Industrial and NC zones, freestanding signs shall not exceed eight feet in height.

D. Freestanding signs shall be located within a landscaped area that is twice the area of the sign area, and the plantings or the landscaped area shall be located so as to shield illumination sources.

E. All signs visible from Highway 305 must be in conformance with the standards of the Scenic Vistas Act (Chapter 47.42 RCW and Chapter 468-66 WAC) that is incorporated herein by this reference as well as the related Washington State Department of Transportation (“WSDOT”) rules, regulations, and noncompliance penalties; provided, that all signs within the city shall also be subject to any additional restrictions as provided in this chapter. In the case of conflict between the requirements of the Scenic Vistas Act and this chapter, the more restrictive requirement shall apply.

15.08.110 Commercial use signs.

In addition to the general regulations of this chapter, the following regulations shall apply to all commercial use signs.

A. Facade Signs.

1. The total aggregate area of all facade signs on each wall shall not exceed 128 square feet.
2. Buildings may have one facade sign with a maximum area of 36 square feet for each tenant. If the building has street frontage on two or more streets, has access from an alley or parking area to the side or behind the building, or has retail uses on a second floor, a facade sign for each tenant is allowed; provided, that no additional sign shall exceed 20 square feet in area, face the same street, alley or parking area or be on the same floor as another facade sign.
3. Facade signs shall be located less than 20 feet above grade except for retail businesses with a second-floor exterior entrance.
4. A single directory, combining the name of the commercial complex and the individual names of businesses located within, is allowed provided no other facade sign on the building shall exceed 20 square feet in area except for retail businesses with a second-floor exterior entrance may have a facade sign up to 36 square feet. The maximum sign area for this directory is 48 square feet.
5. A single facade sign for a commercial complex is allowed at the primary entrance instead of a directory, provided no other facade sign for building tenants shall exceed 20 square feet in area except for retail businesses with a second floor exterior entrance may have a facade sign up to 36 square feet. The maximum area for this commercial complex sign is 36 square feet.
6. There may be up to three facade sign(s) per tenant in the High School Road commercial zone located more than 200 feet from the edge of any public right-of-way. No additional sign shall exceed 20 square feet in area, face the same street, alley or parking area or be on the same floor as another facade sign.

B. Freestanding Signs.

1. No more than one freestanding sign shall be allowed per tenant. The sign shall not exceed 20 square feet on any single face or 40 square feet on two faces. No more than two freestanding signs, regardless of the number of tenants, shall be allowed on any property.
2. A freestanding identification sign, for a commercial complex, with or without the individual names of businesses located therein, with a maximum sign area of 40 square feet on any single face and a total surface area of 60 square feet if two sided may be erected facing each street frontage. No individual tenant freestanding signs may be erected on such a property that contains this freestanding identification sign.
3. In the Business/Industrial zone, freestanding identification signs may be located on adjacent Business/Industrial zoned properties if the signs contain directional information to assist in locating the businesses listed and permission is obtained from the owner of the property where the sign is located. The maximum sign area shall be 36 square feet. The sign shall not be counted toward the maximum number of freestanding signs allowed.

C. An awning or marquee sign, not exceeding 20 square feet in area per commercial tenant, is allowed instead of a facade sign. The lowest point of the awning or marquee is at least eight feet above the sidewalk, and the awning shall have a dark background if illuminated from behind.

D. Projecting/Hanging Signs.

1. A business may have one projecting sign, located at least eight feet above grade, with a maximum area of five square feet for each side. The fixture used to suspend the hanging sign must be included in the permit design and approved by the designated officials, but shall not be included in the total size of the sign.

2. Signs for theaters, including film or performing arts buildings, shall not exceed 80 square feet on a single face and 140 square feet on multiple faces and shall be located at least 100 feet from any property zoned single-family.

E. Sandwich Board Signs.

[Reserved]

15.08.120 Institutional or public use signs.

In addition to the general regulations of this chapter, public institutions or public entities:

A. May have a single sign, either facade-mounted or a freestanding identification sign, visible from each street frontage;

B. May have one additional freestanding identification sign at the principal entrance not to exceed a maximum height of six feet. The maximum sign area of any face shall be no greater than 40 square feet;

15.08.130 Residential use signs.

In addition to the general regulations of this chapter, the following regulations shall apply to all residential use signs.

A. Residential developments may have a single freestanding sign with a maximum sign area of 10 square feet.

B. Home occupations, legally established, may have an identification sign as allowed in BIMC 18.09.030.I.13.

C. Multifamily residential developments may have a directory sign, with a maximum sign area of 20 square feet, at one vehicular entrance on each street frontage.

15.08.140 Temporary Signs.

A. No permit required. No sign permit is required for temporary signs.

B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance.

C. Materials. See the definition of “temporary sign” in BIMC 15.08.020.

D. City Property (excluding City right-of-way). Temporary signs on City-owned property are allowed only in conjunction with an approved special event permit issued under Chapter 12.06 BIMC and must be removed upon the conclusion of the parade, procession, or other assembly occurring on City-owned property.

E. City Right-of-Way. Temporary signs located within City right-of-way must comply with the following requirements:

1. Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway.
2. Type. Only temporary signs on stakes that can be manually pushed or hammered into the ground are allowed, except that the City may allow other signs in the City right-of-way through the issuance of a right-of-way use permit.
3. Size and height. Temporary signs located within the City right-of-way shall not exceed four (4) square feet, and three (3) feet in height.
4. Dilapidated or Nuisance signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.
5. Banners. Banners on or over City right-of way require permitting through a right-of-way use permit and are limited to a two (2) week period.

F. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this section and the following:

1. Window signs. Limited to no more than one temporary window sign per residential unit, not to exceed four (4) square feet. Shall not exceed twenty-five (25) percent of an individual window area.
2. Size and height. Temporary signs located within residential zones shall not exceed four (4) square feet in size and three (3) feet in height.
3. Construction signs. One sign per construction site not to exceed twelve (12) square feet in area located on the parcel being improved. Sign must be in conjunction with an approved building permit. The sign shall be removed within thirty (30) days of the occupancy of the structure.

G. Non-residential zones: Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this section and the following:

1. Window signs. Limited to twenty-five (25) percent of the window area. No single sign shall exceed four (4) square feet in area.
2. Size and height. Temporary signs located within non-residential zones shall not exceed four (4) square feet in size and three (3) feet in height.
3. Construction signs. One sign per construction site not to exceed twelve (12) square feet in area located on the parcel being improved. Sign must be in conjunction with an approved building permit. The sign shall be removed within thirty (30) days of the occupancy of the structure.

15.08.150 Sign variance.

A. A variance is the mechanism by which the city may grant relief from the provisions of this chapter where practical difficulty renders compliance with the provisions of this chapter an unnecessary hardship and where the hardship is a result of the physical characteristics of the subject property.

B. The variance procedure shall be administrative and determined by the director.

15.08.160 Enforcement and penalties.

A. Enforcement of this chapter and the imposition of penalties for violations of this chapter shall be as provided for in Chapter 1.26 BIMC.

B. The city may remove and dispose of signs that it determines are a threat to public safety and recover costs from the owner of the property on which the sign is located or the sign owner. Within 10 days of removal of a sign, and upon payment of the costs of removal, the owner may recover a sign.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:00 PM) Kitsap Humane Society's Recommended Updates to the City's Animal Control Code,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to direct staff to prepare an ordinance to adopt Kitsap Humane Society's recommended updates to the City's Animal Control Code.

SUMMARY:

The City contracts with the Kitsap Humane Society (KHS) to enforce the City's Animal Control Code. Based on its experience, KHS has proposed several recommended changes to the City's Animal Control Code for the City Council to consider.

FISCAL IMPACT:

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

BACKGROUND:

The City contracts with the Kitsap Humane Society (KHS) to enforce the City's Animal Control Code, Title 6 BIMC. On June 4, 2018, KHS provided the City with a number of recommended changes to the City's Animal Control Code. These recommended changes stem from KHS' experience working with and enforcing animal control codes for other jurisdictions located within Kitsap County. The KHS recommendations are attached.

The KHS recommendations were first brought to the City Council on September 18, 2018, and the Council directed staff to schedule time at an upcoming meeting for KHS to provide a brief presentation to the Council on the proposed changes as well as to answer any questions that the Council may have.

ATTACHMENTS:

[Kitsap Humane Society's Animal Control Code Recommendations](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

**COBI ANIMAL CODE
RECOMMENDED CHANGES**
Submitted by Kitsap Humane Society
June 4, 2018

City of Bainbridge Island officials asked Kitsap Humane Society’s Animal Control Division to submit recommendations for amending the City’s animal ordinances to be more consistent with surrounding jurisdictions (e.g. Kitsap County Code). Our recommendations are consistent with best practices in animal welfare and animal control. This page provides an executive summary of the proposed changes. Additional pages provide specific code language illustrations.

Category/Section	Rationale for Change	Summary of Specific Proposed Changes
1. Potentially Dangerous Animals	Restrictions on Potentially Dangerous Animals are intended to protect public safety. COBI’s enforcement options against owners of Potentially Dangerous Animals (PDA) who do not comply with restrictions previously placed on the animal(s) are more limited than elsewhere. Proposed changes are consistent with Kitsap County’s code and would provide a stronger deterrent for failure to comply with restrictions.	Proposes amending BIMC 6.04.053, Failure to control an animal declared potentially dangerous. Consistent with Kitsap County Code, give Animal Control the authority to impound an animal(s) where the owner has failed to comply with PDA restrictions.
2. Adding various infractions and enforcement options	COBI’s current code does not include infractions for various offenses that are illegal in other jurisdictions, specifically: <ul style="list-style-type: none"> • Owning an excess number of dogs or cats • Operating or maintaining a “hobbyist” facility without a valid license, or operating such facility in a fashion contrary to code requirements • Failure to license a cat or dog • Animal bites (separate from a PDA) • Failure to notify the Animal Control Authority of change of ownership, custody or residence of an animal that has been declared Potentially Dangerous or Dangerous • Sale, barter or transfer of pets in public places, unless sanctioned • Failure to provide adequate care for pets or livestock • Confinement of an animal in a wheeled vehicle (where the pet’s life is at risk) • Pets chasing livestock 	Proposes additional infractions under Chapter 6.04 BIMC, for the items listed to the left, consistent with the Kitsap County Code.
3. Disposition of impounded animals not redeemed	Only 25% of stray animals brought to the Kitsap Humane Society shelter get redeemed (reclaimed) by their owner. Of those animals who are redeemed, most redemptions occur in the first two days after impoundment, reflecting the attachment most owners have with their pet. But for pets not reclaimed within a day or two, KHS takes on the humane and costly responsibility of trying to adopt out each pet. Several years ago, Kitsap County reduced the time that an adult animal could be redeemed from 96 hours to 72 hours, to allow those animals to find a new home sooner. At the same time, animals with a license are held for 7 days to allow KHS more time to locate the owner.	Reduces the redemption period from 96 hours to 72 hours, but increases the redemption period for animals that are licensed.
4. Pet licensing	Standardization (i.e. per Kitsap County and other local jurisdictions) would make pet licenses required for cats as well as dogs. Currently, a pet license for a cat is “optional” per the code. Very few lost cats are returned to their owners – licenses and microchips would help increase the success rate.	Remove “optional” from licensing of cats.

SECTION 1: POTENTIALLY DANGEROUS ANIMALS – RECOMMENDED CHANGE

THESE WOULD TAKE THE PLACE OF COBI CODE CHAPTER 6.04.053 – FAILURE TO CONTROL AN ANIMAL DECLARED POTENTIALLY DANGEROUS

THIS LANGUAGE IS FROM KITSAP COUNTY’S CODE – CHAPTER 7.12.020

NOTE: BI’s approach to Potentially Dangerous Animals is somewhat different from Kitsap County, in that that the BI Code defines different levels of PDA, with different specified restrictions, e.g. physical restraints, liability insurance, secure enclosures (i.e. fencing, muzzling, etc. COBI may wish to review the entire Kitsap County code section on PDA’s and consider whether it wants to revamp the entire section to be consistent. If so, here is the link to the Kitsap County section on PDA: <http://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap07/Kitsap0712.html#7.12>

KHS immediate focus/recommendations: KHS Animal Control’s more immediate concern is effective enforcement of PDA restrictions. Restrictions that accompany a PDA are intended to ensure public safety. We have seen many situations where public safety has been placed at risk because owners have failed to fully comply with restrictions. Our recommendations are intended to provide Animal Control with the additional option of a more direct and immediate consequence for failure to comply with PDA restrictions. We believe this will also serve as a deterrent to owners who avoid or skirt restrictions.

Recommendation #1: Add a section that allows for the Animal Control Authority to impound the animal(s). Kitsap County Code Chapter 7.12.010(n) states the following:

(n) Failure to Abide by Restraints. Failure on the part of the owner(s) of a potentially dangerous animal to abide by the restraints placed upon the owner(s) or their animal by the animal control authority, hearing examiner, or district court may result in impoundment of the potentially dangerous animal by the animal control authority, pursuant to Section [7.12.020\(c\)](#).

Recommendation #2: We recommend the code language contain a more clear statement that a misdemeanor may be charged directly through the BI Code for failure to comply with PDA restrictions. Kitsap County Code Chapter 7.12.020 states the following:

7.12.020 Failure to control an animal declared potentially dangerous – Declaration of animal as dangerous. 

(a) Misdemeanor. When an animal has been declared potentially dangerous pursuant to Section [7.12.010](#), the owner of the potentially dangerous animal shall be guilty of a misdemeanor if such animal is thereafter found:

- (1) At large;
- (2) To have, when unprovoked, inflicted a bite(s) upon a human, pet, or livestock either on public or private property;

(3) To have chased or approached a person upon the streets, side-walks, or any other public grounds in such a manner as to significantly threaten the safety of humans, pets, or livestock; or

(4) To have caused injury to or otherwise threatened the safety of humans, pets, or livestock. This section shall not preclude immediate criminal prosecution under RCW [16.08.100](#) in a first bite situation causing severe injury or death of any human.

Recommendation #3: We recommend under Section 2 below that COBI adds an infraction for Animal Bites. The relevance to the PDA issue is that the BI Code defines an animal as a Level 3 PDA if it has bitten a human or domestic animal. A more typical practice in Animal Control enforcement is that if an animal has no prior history of biting, and it is a first offense, and the bite is mild versus a severe attack, officers will have discretion to enforce the violation at a level that is below the severity of a Potentially Dangerous Animal declaration. Kitsap County Code has the following ordinance under Section 7.14.030(12):

7.14.030 Infractions.

The following are declared to be Class 1 civil infractions

(12) Animal Bites. To own a pet or livestock that bites a person while such person is on public property or lawfully on private property;

Recommendation #4: We believe there are situations where it is warranted to remove a PDA label from an animal. Oftentimes, the PDA is as much, if not more, the result of poor owner management. We found language in a code in Clallam County that speaks to this. We intend to propose such amendments to the County, the City of Bremerton and other local jurisdictions:

17.03.130 Inactive potentially dangerous dog.

If, after 24 months, no violations of this title or the Clallam County Code have occurred, the owner of a potentially dangerous dog may request review of the designation. The request shall be made in writing and submitted to the County Animal Control Authority.

Review and notification to the owner of the outcome will be made within 30 days of the written request.

Reclassification of a potentially dangerous dog means that it will no longer have to be restrained as required in CCC [17.03.060](#) nor will it have to be licensed per CCC [17.03.040](#). The requirements of CCC [17.03.080](#) still apply.

Any dog on the inactive potentially dangerous list that violates the reasons to declare a dog potentially dangerous will be immediately reclassified to potentially dangerous and may be reclassified to dangerous per CCC [17.03.020](#)(3).

SECTION 2: Adding various infractions and enforcement options

THESE WOULD ADD INFRACTIONS UNDER COBI CHAPTER 6,04.

THIS LANGUAGE IS FROM KITSAP COUNTY'S CODE – CHAPTER 7.14.030

We would be glad to provide more discussion on WHY it is beneficial for the community to have these infractions be listed as unlawful activity.

7.14.030 Infractions.

The following are declared to be Class 1 civil infractions:

- (8) Excess Number of Cats and/or Dogs. To own five or more adult cats and/or dogs at the same place or residence without a valid commercial pet facility, animal welfare facility, hobbyist or enthusiast license;
- (9) No Valid License. To operate or maintain a hobbyist (i.e. hobby kennel under COBI) facility without a valid license;
- (10) Failure to License. To fail to license a cat or dog as required by Section [7.08.010](#);
- (11) Regulatory Violations. To operate a hobbyist (i.e. hobby kennel under COBI) facility in a fashion contrary to that required by Sections [7.08.050](#) and [7.08.065](#);
- (12) Animal Bites. To own a pet or livestock that bites a person while such person is on public property or lawfully on private property;
- (14) Failing to Notify Animal Control Authority of Change of Ownership, Custody, and/or Residence. For any owner of an animal that has been declared dangerous or potentially dangerous to sell, barter, or otherwise transfer the ownership, custody, or residence of such an animal without notifying the animal control authority within fourteen calendar days of the change as required by Section [7.12.010](#)(n) or to otherwise fail to comply with the requirements of that section;
- (15) Sale, Barter, or Other Transfer of Pets in Public Places Prohibited. It is unlawful to sell, barter, or otherwise transfer for the purpose of changing ownership any pet in an area open to the public, unless such activity is pursuant to Section [7.08.040](#), or occurs at a sanctioned dog or cat show;
- (16) Failure to Provide Adequate Care. For any owner of a pet or livestock to fail to:
 - (A) Provide adequate food and water for any pet or livestock, as defined in Section [7.04.020](#)(1);
 - (B) Provide adequate shelter for any pet or livestock, as defined in Section [7.04.020](#)(2), except as may be appropriate for short term medical requirements or generally accepted livestock husbandry practices such as swine farrowing;
 - (C) Provide appropriate habitat and medical care; or
 - (D) Maintain facilities housing pets in a healthful, sanitary, and safe manner;

(17) Confinement of an animal in a wheeled vehicle. No person shall confine any pet or livestock in a wheeled vehicle in such a manner that places the animal in a life- or health-threatening situation by exposure to a prolonged period of heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of such animal, an animal control authority employee or law enforcement officer who has probable cause to believe that this section is being violated shall have the authority to enter such vehicle to remove such animal by any reasonable means under the circumstances after making a reasonable effort to locate the owner. No law enforcement officer or animal control authority employee shall be held liable for any damage to property resulting from actions taken under this section or pursuant to Chapter [16.52](#) RCW;

(19) Pets Chasing Livestock. For the owner of a pet to permit that animal to harass or chase another owner's livestock, when not engaged in the specific work of herding approved by the owner of the livestock;

SECTION 3: DISPOSITION OF IMPOUNDED ANIMALS NOT REDEEMED – RECOMMENDED CHANGE
THESE WOULD TAKE THE PLACE OF COBI CODE CHAPTERS 6.12.050, 060, 070)
THIS LANGUAGE IS FROM KITSAP COUNTY'S CODE – CHAPTER 7.10.010(f)

RATIONALE: The best practice in animal welfare is to find a permanent, loving home for all lost pets, with the exception of pets too sick or injured to be saved, or animals too dangerous to adopt out. Our initial goal is to find the existing owner of a lost pet. Unfortunately, less than 25% of stray animals that come to KHS get reclaimed by their owners. And among the animals that do get reclaimed (redeemed) by their owners, most come to find their pet within a day or two after that pet has arrived at KHS. If an owner does not show up in 2-3 days, and we do not have contact information regarding the owner, it is a more humane practice to attempt to adopt that animal out as soon as possible, rather than have the pet languish in the shelter waiting for an owner that is not showing up. Several years ago, we worked with Kitsap County and other jurisdictions to agree to reduce the time that an adult animal could be redeemed from 96 hours to 72 hours, to allow those animals to find a new home sooner. At the same time, we allow for animals with a current pet license to be held up to 7 days – so that we can attempt to find the owner via the identifying information from the license. As a result, this law provides a greater incentive for pet owners to license their pet – it is an added “insurance policy.” The following is the current language from the Kitsap County Code

(f) Disposition of Impounded Animals Not Redeemed.

(1) When a pet is not redeemed within the following time periods, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or euthanize the animal.

(A) Seventy-two hours for unlicensed adult cats and dogs.

(B) Seven days for licensed adult cats and dogs.

(C) Forty-eight hours for juvenile cats or dogs.

(D) Twenty-four hours for litters of juvenile cats or dogs under seven weeks of age.

(2) Impounded horses, mules, donkeys, or cattle shall be addressed as set forth by Chapter [16.24](#) RCW. When all other livestock is not redeemed, no sooner than seventy-two hours following impoundment, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or may commence to auction the animal to the highest bidder that can provide the animal with a suitable environment, or euthanize the animal. Notice of the auction and a description of the livestock to be auctioned shall be published at least seven calendar days prior to the sale in the official county newspaper. Such notice shall also be mailed to the owner of the livestock, if known.

(3) When a feral cat is not redeemed, no sooner than twenty-four hours following impoundment, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or euthanize the animal.

By adding the new stray hold for “feral cat”, BI would need to add a definition of feral cat to your definitions section. This is what Unincorporated KC has under their definitions:

(13) “Feral cat” means any cat that has no apparent owner or identification and is apparently wild, untamed, unsocialized, unmanageable, and unable to be approached or handled. A feral cat is not considered a pet per this title.

SECTION 4 : DISPOSITION OF IMPOUNDED ANIMALS NOT REDEEMED – RECOMMENDED CHANGE
THESE WOULD AMEND COBI CHAPTER 6.08 – LICENSING OF DOGS AND CATS – TO BE CONSISTENT WITH ALL OTHER JURISDICTIONS IN KITSAP COUNTY

COBI makes it optional (Chapter 6.08.010) for owners of cats to have a pet license for their cat. BI is the only local jurisdiction to make that distinction.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:20 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:

I move to approve the SMP periodic review public participation program and work plan.

SUMMARY:

The purpose of this agenda item is to get final input 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:

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.

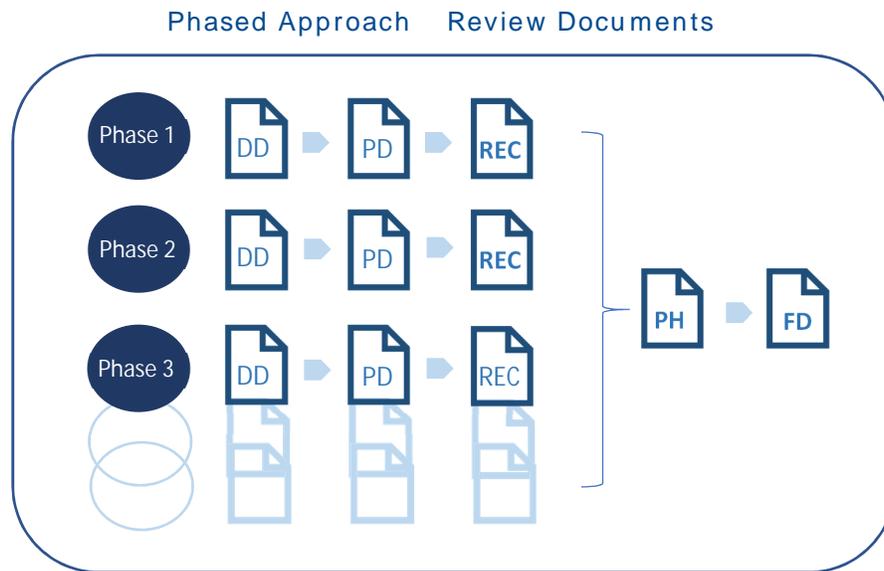
The City's periodic review will meet minimum requirements with a focus on amendments to (a) improve implementation effectiveness and (b) better reflect new information and improved data related to specific topics such as climate change adaptation and aquaculture. The scope of the periodic review is outlined 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.

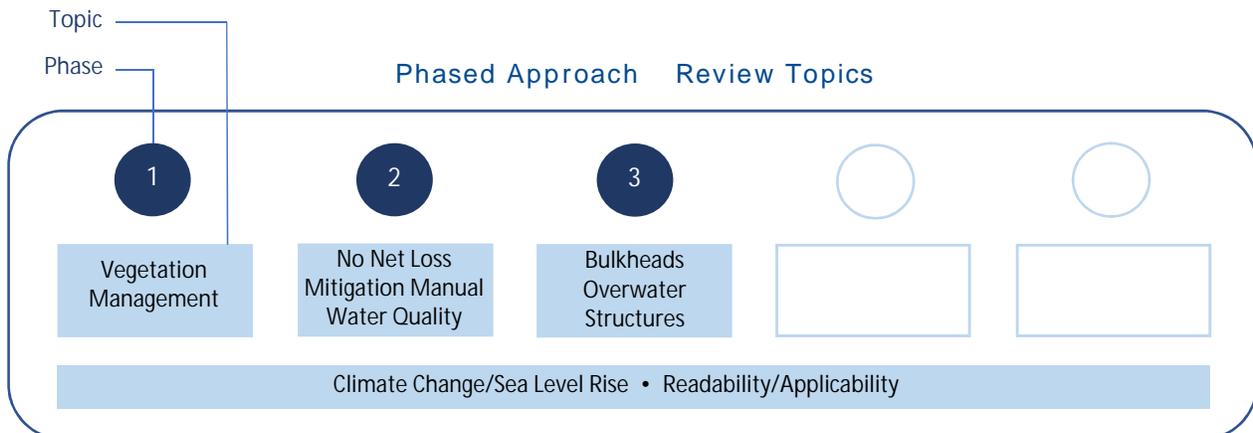
Phased Approach Review Documents

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).



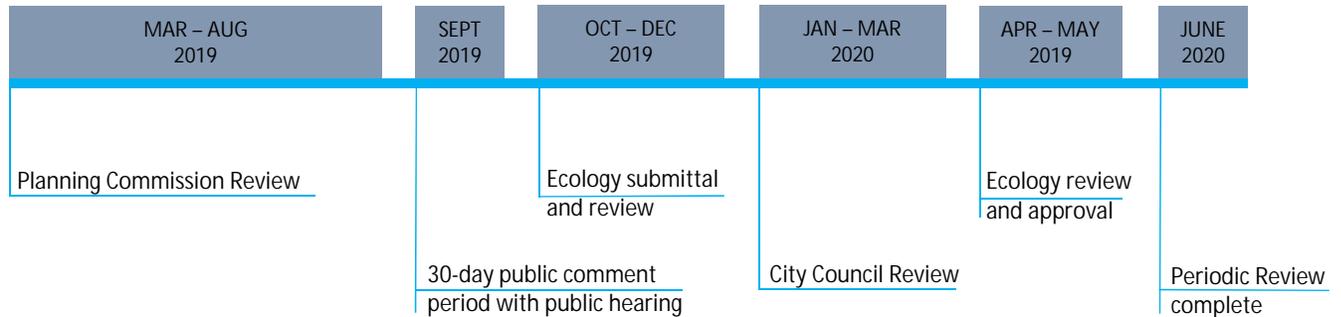
Phased Approach Review Topics

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.



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.

<p>City Citizen Advisory Groups Climate Change Advisory Committee Environmental Technical Advisory Committee Marine Access Committee Planning Commission Utility Advisory Committee</p>	<p>Other Public Agencies Bainbridge Island Fire District Bainbridge Island Metro Park and Recreation District Bainbridge Island School District Kitsap Public Utility District Kitsap Public Health District Puget Sound Regional Council Washington State Ferries</p>
<p>Community Groups 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</p>	<p>Other Organizations Bloedel Reserve Cooke Aquaculture Kitsap Building Association Kitsap County Association of Realtors SEPA review agencies Yacht clubs and marinas Tribal governments</p>

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 liveboards (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	<ul style="list-style-type: none"> Consistency audit with SMP amendment 	4,8
4.2.1	Existing Development (Nonconforming)	<ul style="list-style-type: none"> Consistency audit with SMP amendment 	3,7,8
4.0	Table 4-1 Table 4-2 Table 4-3	<p>Table 4-1 (Use and Modification Table)</p> <ul style="list-style-type: none"> 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 <p>Table 4-2 (Dimensional Standards)</p> <ul style="list-style-type: none"> Address missing footnotes (#5 and 7) Clarify utilities setbacks <p>Table 4-3 (Buffers)</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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)
		<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Relocate and revise, if needed, vegetation management-related regulations from SMP 4.1.2.5 <ul style="list-style-type: none"> ○ SMP 4.1.2.5.1 – Revegetation Standards – improve clarity ○ SMP 4.1.2.5.3 – Clarify what “altered or reduced” means; when applicable? ○ SMP 4.1.2.5.4 – Revise for clarity; remove requirement for offsite mitigation to be in Zone 1 • Clarify applicability section, non-retroactive nature of regulations • Clarify which requirements apply to new development vs. existing development • SMP 4.1.3.4 – Exceptions – clarify what is allowed without City review or approval, replace this section with tree and vegetation regulations (including exemption for yard and garden activities) from critical areas ordinance, remove requirement to leave downed hazard tree on site (if left, considered sufficient mitigation) • SMP 4.1.3.5 – Create new section that just explains establishment of shoreline buffers (2 options); revisit HMP requirement and review process; remove references to documents that don’t exist or consider programmatic approach to vegetation maintenance by City or other land managers (SOP manual, also referenced in SMP 4.1.3.7) • Provide mechanism for some level of significant tree removal (e.g., develop significant tree removal criteria) • Revisit requirements for vegetation removal/replacement outside shoreline buffer (native and non-native, significant trees) • SMP 4.1.3.6 – Clarify “1/3 2/3” provision; applicable to new development only? • SMP 4.1.3.7 – Clarify applicability, provide consistency with other vegetation maintenance provisions, define “modified area,” delete minor pruning section, refer to critical areas tree and vegetation regulations, revisit requirement for clearing permit, clarify connection to SMP 4.1.4, Land Modification, as referenced, clarify utilities • SMP 4.1.3.7.2 – Consolidate with new section relating to just shoreline buffers, clarify what “dimensions altered” means, clarify requirement for when Zone 1 must be restored • SMP 4.1.3.7.3 – Clarify what “minimum necessary for public use” means, improve connection to Single-Family Mitigation Manual, clarify whether stairs need to be grated and type of mitigation required if not grated • SMP 4.1.3.8.1 and 3 – Revise entire sections for clarity; no changes to size thresholds anticipated • SMP 4.1.3.8.4 – View maintenance – clarify and simplify; reference critical areas tree and vegetation requirements?, delete requirement for Bluff Management Plan 	1,2,3,5,6,7,8

SMP Section	Topic	Summary of Topics to Consider	Guiding Theme(s)
		<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Revisit liveaboard threshold (currently 10 percent) Revisit management and operations (implementation) 	6,8
6.3	Overwater Structures	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Add missing definitions (e.g., significant tree, alteration, redevelopment) Clarify definitions 	8
Appendix A	Shoreline Designation Map	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Include corrected maps Consider construction limit lines for Manzanita Bay and Fletcher Bay 	5,8
All	Global edits	<ul style="list-style-type: none"> Clerical and implementation efficiency edits anticipated in every section 	8
--	Climate Change/Sea Level Rise	<ul style="list-style-type: none"> Incorporate climate adaptation/sea level rise into goals, policies and regulations. 	4
5.2	Aquaculture	<ul style="list-style-type: none"> Pending outcome of current limited amendment. 	5,8



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:35 PM) Interlocal Agreement with Kitsap County for Reimbursable Work - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward the Interlocal Agreement with Kitsap County for Reimbursable Work for approval with the March 26, 2019 Consent Agenda.

SUMMARY:

City Council to consider forwarding the Interlocal Agreement with Kitsap County for Reimbursable Work to the March 26, 2019 Consent Agenda.

FISCAL IMPACT:

Amount:	As Needed Basis
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

Pursuant to Chapter 39.34 RCW, the City Public Works Operations & Maintenance Division desires to have a cooperative agreement in place with Kitsap County to perform certain types of public work projects, allow use of specialized equipment owned by Kitsap County, and/or for the procurement of certain supplies or materials unrelated to a public works project.

Typical type of requests include:

- Purchase salt brine for winter roadway deicing.
- Use of specialized equipment for road maintenance operations.
- Assistance with pump trucks, educator trucks to manage sewer flows in an emergency situation.

The proposed ILA is for a period of 5-years and replaces a previously expired ILA with Kitsap County. When services, equipment, or materials are needed, City staff will provide the County a request for services, equipment, or materials. In turn, the County will provide said services, equipment, or materials and invoice the City after completion.

ATTACHMENTS:

[KC-118-19 - ILA with City of Bainbridge Island for Reimbursable Services](#)

FISCAL DETAILS: Work varies by year and has included multiple funds such as streets, water, and sewer. In recent years expenditures have ranged from approximately \$5,000 to \$10,000 annually.

Fund Name(s): Streets Fund

Coding:

**INTERLOCAL AGREEMENT KC-118-19 BETWEEN
KITSAP COUNTY AND THE CITY OF BAINBRIDGE ISLAND
REIMBURSABLE WORK PERFORMED BY
KITSAP COUNTY PUBLIC WORKS**

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between the County of Kitsap (hereinafter “the County”) and the City of Bainbridge Island (hereinafter “COBI”), collectively the Parties.

I. INCORPORATION OF RECITALS

The foregoing Recitals are incorporated in full and made part of this Agreement by this reference.

1. **WHEREAS**, the County has a Department of Public Works (“the Department”) which employs persons who specialize in certain types of public works projects, and which also owns certain types of specialized equipment;
2. **WHEREAS**, COBI may from time to time find it advantageous or desirable to ask Kitsap County Department of Public Works to perform certain public works projects, allow COBI to use certain types of specialized equipment, or to provide certain supplies or materials unrelated to a public works project;
3. **WHEREAS**, the County and COBI will benefit from cooperation in public works projects, use of certain specialized equipment, and procurement of certain supplies or materials unrelated to a public works project in this manner; and
4. **WHEREAS**, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

Now, therefore, the County and COBI, through their respective legislative bodies, do hereby agree as follows:

1. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to provide for cooperation between County and COBI by allowing COBI to request the Department to perform certain public works projects, allow COBI to use certain types of specialized equipment, or to provide certain supplies or materials unrelated to a public works project.
2. **ADMINISTRATION OF AGREEMENT**
This Agreement does not establish or create a separate or joint board. Except as provided in this Agreement, the County shall be the Administrator, within the meaning of RCW 39.34.030(4). No joint property shall be acquired, held, or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.

3. **DURATION OF AGREEMENT**
This Agreement shall take effect upon execution by the Parties and shall remain in effect for five (5) years from date of execution by the County.
4. **COMPLETE AGREEMENT**
This Agreement represents the entire agreement between the Parties and supersedes all prior oral and written agreements. This Agreement may not be amended or extended except by an instrument of writing executed by the Parties, with the same formalities that apply to this Agreement.
5. **REQUEST BY THE CITY OF BAINBRIDGE ISLAND**
Whenever COBI desires to obtain work from the Department pursuant to this Agreement, COBI shall make a request for said work or equipment in writing upon a form supplied by the County, a copy of which is attached and incorporated to this Agreement as Attachment "A".
6. **REVIEW OF REQUEST**
The requested scope of work will be reviewed by the Kitsap County Director of Public Works (the "Director"), or his designee, to ensure that the requested work can be completed in a timely and efficient manner by the County. The Director, or his designee, shall have sole final decision-making authority as to the manpower and equipment required to fulfill the request.
7. **FULLFILLMENT OF REQUEST**
If the Director approves the request, the County will perform the work in the time and manner convenient to the Department. It is understood that the requested work will not negatively impact the County's business.
8. **COUNTY EMPLOYEES**
County employees assigned to public works projects pursuant to this Agreement, remain employees of the County at all times and shall perform the work requested under sole supervision of the County. County employees shall use only approved equipment and materials in performance of public works projects pursuant to this Agreement.
9. **FINANCIAL RESPONSIBILITY**
Except as may be otherwise set forth in this Agreement, COBI shall be solely responsible for all costs pertaining to the requested public works project and shall be responsible for administration of all grant funds, if any, related to the COBI project. In addition, COBI shall be solely responsible for all costs pertaining to the use of certain specialized equipment or the provision of certain supplies or materials unrelated to a public works project under this Agreement. The cooperative undertakings of the Parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
10. **REIMBURSEMENT**
COBI shall reimburse the County for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies procured pursuant to this Agreement. The County shall submit a statement to COBI after performance or delivery and COBI

shall refund the County within thirty (30) days of receipt.

11. TERMINATION OF AGREEMENT

Either Party to this Agreement may elect to terminate this Agreement for any reason by delivering written notice to the other Party at least ninety (90) days from the date of termination. Notice shall be achieved under the terms stated in Section 16 of this Agreement. In the event of termination, the County shall be compensated for the actual costs incurred by the County up to and including the date of termination.

12. REMEDIES

In the event either Party exercises its option to terminate prior to the completion of the work, and the non-terminating Party alleges breach, the sole and exclusive remedy available to the non-terminating Party shall be specific performance.

13. PROCEDURE FOR REMEDIES

Before exercising any available remedies, including the Dispute Resolution provisions in Section 14, the Party alleging breach shall follow the procedure below:

- A. Notice of Violation: In the event that the Party believes that the other party has not complied with the terms of this Agreement and is a defaulting Party, the Party shall notify the Defaulting Party in writing, by certified mail, of the nature of the alleged non-compliance.
- B. The Defaulting Party's Right to Cure or Respond: The Defaulting Party shall have ten (10) days from receipt of notice of violation to (i) respond to the non-defaulting Party, or (ii) to cure such default or in the event that the default cannot be cured within the ten (10) day period, initiate acts or action to remedy such default in a reasonable time. The duty to cure includes the duty to cure all harm caused by the acts of omissions of the Defaulting Party. At the end of the ten (10) day period, the Defaulting Party shall provide the non-defaulting Party timely notice, (i) of the action taken to cure the default, (ii) if the default has not been cured, an explanation for why the default has not been cured and the projected date for cure; (iii) and if the default is disputed, a detailed explanation of the basis of the dispute.
- C. If the non-defaulting Party determines in good faith that the Defaulting Party did not cure or initiate steps to cure to the non-defaulting Party's satisfaction, after the notice required herein was provided, then the Party may exercise its available remedies after complying with the Dispute Resolution provisions of Section 14.

14. DISPUTE RESOLUTION

In the event that a dispute is not resolved after following the Procedure for Remedies outlined under Section 13 of this Agreement, the Parties shall attempt to resolve it in the following manner before pursuing any other remedies available to either party: The Parties will each appoint one member to a Dispute Board and those members will jointly appoint a third member. The Dispute Board will evaluate the dispute and attempt in good

faith to resolve the dispute. The Dispute Board's determination shall be non-binding.

15. **CHOICE of LAW and VENUE**

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted in a court of competent jurisdiction in Kitsap County, Washington.

16. **NOTICES**

All notices and other written communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed delivered by personal delivery, or at a time of mailing, if mailed by first class, postage pre-paid and addressed to the Party at the address provided below, or at such address as a Party may designate at any time in writing:

To Kitsap Public Works:
Jacques Dean
M & O Program Manager
Kitsap County PW Dept.
614 Division St, MS-26
Port Orchard, WA 98366
(360) 337-4671

To CITY OF BAINBRIDGE ISLAND:
Dave Marquis
Public Works Supervisor
City of Bainbridge Island
7305 NE Hidden Cove Road
Bainbridge Island, WA 98110-1812
(206) 780-3587

17. **NON-DISCRIMINATION**

No Party in the performance of this Agreement shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law. The Parties shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

18. **SEVERABILITY**

If any section, subsection, paragraph or provision of this Agreement is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph or provision of this Agreement, all of which will remain in full force and effect for the term of this Agreement.

19. **MODIFICATION**

This Agreement represents the entire agreement of the Parties. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding on any of the Parties unless executed in writing by authorized representatives of each of the Parties. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealings between the Parties.

20. **INSURANCE**

The County, at its own expense, shall provide and keep in force Commercial General Liability Insurance against claims for bodily injury, death or property damage occurring as a result of the County's performance under this Agreement, with a combined single limit coverage of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall name COBI as an additional insured.

The insurance requirements set forth in this Section 20 shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the other party's duty to carry adequate insurance or on each party's liability for losses or damages under this Agreement.

21. **HOLD HARMLESS**

COBI shall defend, indemnify and hold harmless at COBI's sole expense, Kitsap County, its elected and appointed officials, officers, employees and agents, from and against any and all claims, actions, demands, losses, damages, liabilities and costs, including, but not limited to, attorney's fees and litigation costs, arising out of the performance of COBI under this agreement, whether the demand, loss or claim is due to the negligence of the COBI, its elected and appointed officials, officers, employees, or agents, except that in no event COBI be liable for injury or damages to the extent caused by the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

Kitsap County shall defend, indemnify and hold harmless at the County's sole expense, COBI, its elected and appointed officials, officers employees and agents, from and against any and all claims, actions, demands, losses, damages, liabilities and costs, including, but not limited to, attorney's fees and litigation costs, arising out of the County's performance under this Agreement, whether the demand, loss or claim is due to the negligence of the County, its elected and appointed officials, officers, employees, or agents, except that in no event shall the County be liable for injury or damages to the extent caused by the negligence or willful misconduct of COBI, its elected or appointed officials, officers, employees or agents.

This Section 21 shall survive termination of this Agreement.

22. **WAIVER**

Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

23. **FORCE MAJEURE**
Nonperformance by a Party, other than payment of any amounts due hereunder by the Parties, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.
24. **ASSIGNMENT and SUCCESSORS in INTEREST**
Except as otherwise provided herein, no Party may assign, subcontract, or delegate any right or obligation under this Agreement, in whole or in part, without the express prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.
25. **COUNTERPARTS**
This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the Parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
26. **SECTIONS and HEADINGS**
The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to an article, section, subsection or schedule are to the specified article, section or subsection of or schedule to this Agreement.
27. **FILING**
The County will, pursuant to RCW 39.34.040, cause this Agreement to be filed with the Kitsap County Auditor upon full execution by the Parties.
28. **WARRANTY OF AUTHORITY**
Each person or Party subscribing to this Agreement expressly warrants this it has full authority to do so.

DATED this _____ day of _____, 2019.

CITY OF BAINBRIDGE ISLAND

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

MORGAN SMITH, City Manager

EDWARD E.

Date

CHARLOTTE GARRIDO, Commissioner

Approved as to Form:

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ATTACHMENT "A"

**REQUEST AND AGREEMENT
FOR WORK, EQUIPMENT, AND/OR MATERIALS AND SUPPLIES PROVIDED
BY THE KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS**

The undersigned hereby requests that the Kitsap County Department of Public Works perform the following described public works project, allow the use of the following described specialized equipment, and/or provide the following described supplies and materials to the agency shown below. It is understood that this request will be completed at the convenience of the Kitsap County Department of Public Works and that the undersigned agency will reimburse all costs.

**DESCRIPTION OF WORK, EQUIPMENT, AND/OR MATERIALS AND SUPPLIES
REQUESTED:**

Estimate Attached: Yes No

Projected Completion Date: _____

Total Cost Not to Exceed \$ _____

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work, equipment, and/or supplies and materials, and that payment to the Kitsap County Department of Public Works will be made promptly unless otherwise modified in this agreement.

REQUESTING AGENCY: _____

Address: _____

Phone: _____ FAX: _____

Requested by: _____
Name (Please Print) Title (Please Print)

Signature: _____ Date: _____

ACTION OF KITSAP COUNTY PUBLIC WORKS

APPROVED BY: _____ **DATE:** _____
Kitsap County Public Works Director or Designee



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:45 PM) Slope Mower Purchase - 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 forward the purchase of a Harper 72LC Slope Mower, canopy, and winch in the amount of \$57,275.59 for approval with the March 26, 2019 Consent Agenda.

SUMMARY:

City Council to consider the purchase of the Harper 72LC Slope Mower, canopy, and winch in the amount of \$57,275.59.

FISCAL IMPACT:

Amount:	\$57,275.59
Ongoing Cost:	
One-Time Cost:	\$57,275.59
Included in Current Budget?	Yes

BACKGROUND:

The Equipment Capital Improvement Program budget for 2019 is \$60,000.00. City staff propose the purchase of a Harper 72LC Slope Mower, canopy, and winch from Turfstar Western via the Washington State Department of Enterprise Services in the amount of \$57,275.59. The slope mower will be used to maintain approximately forty storm water ponds.

City staff participated in a demonstration of Kitsap County's Harper 72LC Slope Mower and has determined that it is the best fit for the City's needs.

Pursuant to RCW 43.19.648, most vehicles purchased by the City after June 1, 2018, shall, to the extent practicable, operate on electricity or biofuel. The City is not aware of any battery-only or hybrid electric vehicle equivalents to the Harper 72LC available through state procurement or on the open market. Propane and natural gas vehicles or conversion packages were not considered because the City does not currently have the infrastructure to fuel such vehicles. Instead, the Harper 72LC is standard with a diesel engine that is approved for use of up to 20% biodiesel. The purchase of the Harper 72LC Slope Mower would therefore comply with the requirements of RCW 43.19.648.

ATTACHMENTS:

[Harper 72LC Slope Mower - Overview](#)

FISCAL DETAILS:

The 2019 Equipment CIP includes this mower at \$60,000.00.

Fund Name(s): SSWM Fund

Coding:



Quotation for City Of Bainbridge Island

Date: February 19, 2019

Quote No:8051136-00

Prepared For: Aaron Claiborne	Quote No: 8051136-00
City Of Bainbridge Island	iQuote No: 09950
280 Madison Ave N	Sales Person: Shawn Frisbee
Bainbridge Island, WA 98110	shawn.frisbee@turfstar.com
	206-501-7248

Washington State Contract Pricing #10212

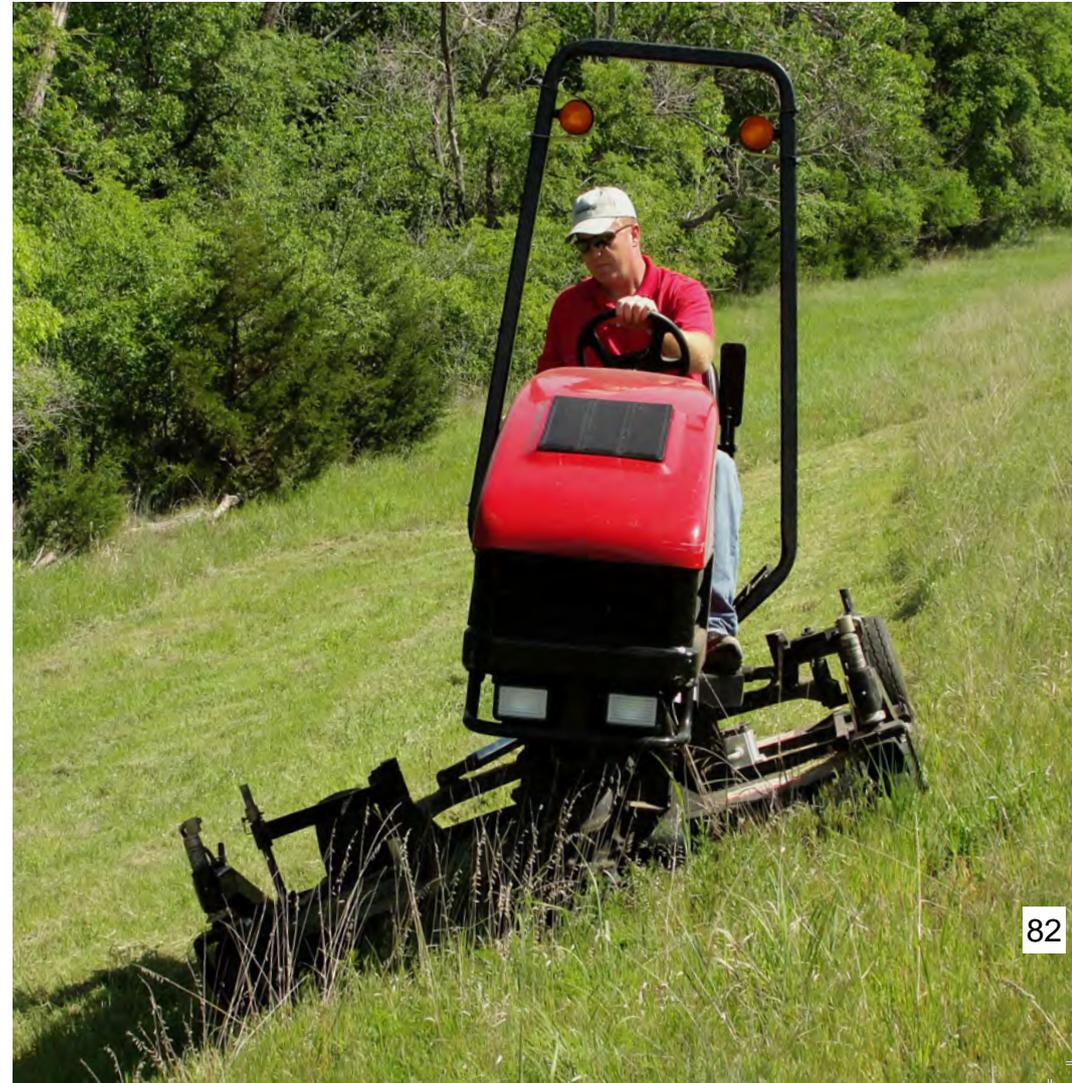
Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-ATM-72LC AT Mower Diesel 30.2HP	1	\$48,833.10	\$48,833.10	\$4,394.98	\$53,228.08
Canopy	1	\$874.80	\$874.80	\$78.73	\$953.53
Freight/Shipping	1	\$205.00	\$205.00	\$18.46	\$223.46
Winch	1	\$2,633.50	\$2,633.50	\$237.02	\$2,870.52
Totals:			\$52,546.40	\$4,729.19	\$57,275.59

HARPER[®]

TURF EQUIPMENT

ALL TERRAIN MOWER SERIES



TWO to SIX INCH DECK HEIGHT ADJUSTMENT

The adjustable deck height varies from 2-6", offering greater flexibility in cut heights.

34° SLOPE CAPABILITY

The ATM 72LC, self-levels up to 34°, allowing the operator to remain in a safe setting.

72" DECK WIDTH

With a cut width of 6 feet, the ATM 72LC allows for fewer passes and greater efficiency.

GREATER SAFETY AND COMFORT THAN CONVENTIONAL TRACTORS

The combined features of the ATM 72LC increase safety, stability and productivity.

The automatic self-leveling system of the ATM 72LC keeps the operator, engine and controls vertical for mowing on slopes up to 34°, depending on turf conditions. The two halves of the 72" deck float independently for a quality cut in ditches, over crowns, and on uneven terrain. Hydrostatic drive and power steering combined with excellent visibility make this machine nimble and efficient.



HILLSIDE MOWER

ATM 72LC

SPECIFICATIONS ATM 72LC

Engine	30.2 HP @ 3000 RPM gross rating; Yanmar Liquid Cooled Diesel Engine - 61.9 ft. lb. Torque, Industrial Use Rating, 3 Cylinder	Parking brake	Hand operated
Electrical system	12 Volt, 45 Amp Electrical System	Seat	Adjustable suspension seat with arm rests and seat belt
Blade drive	Direct hydraulic - no belts or gear boxes	Fuel capacity	13 Gallon (U.S.)
Ground drive	Oilgear® Hydrostatic Transmission, Parker® Wheel Motors	Hydraulic oil capacity	Reservoir 8 Gallon (U.S.) with Hydraulic oil cooler
Speed control	Foot-operated speed control - self centering to neutral	System filter	Hydraulic filter, 10 micron with indicator
Ground speed	0-11 MPH ground speed	Cutting width	72"
Weight	2,400 lbs.	Inside turning radius	24" diameter
Deck caster tire	11" X 4.00 X 5" - foam filled	Cutting height	Adjustable from 2" to 6"
Drive tire	25" X 12.5 X 12" - all terrain tread	Safety	Certified ROPS with hazard lights, meets ANSI/OPEI B7 1.4 Standards
Stabilizer tire	16.5" X 6.5 X 8" - foam filled	Overall dimensions	107" length, 74" width, 91" height
Gauges	Engine oil pressure and temp., hydraulic oil shut-down protection, volt and hour meters, water temperature, and fuel level	Rear discharge	Two 36" decks, independently free flotation
Leveling	Automatic hydraulic self-leveling to 34 degrees with Manual Override mounted on arm rest	Deck construction	Rugged, reinforced 10 gauge steel
Deck lift	Hydraulic lift with switch on dash	Frame	Formed and welded steel

SPECIFICATIONS ATM 162HD

Engine	99 HP, Turbocharged Cummins liquid cooled diesel engine, displacement: 3.3 liters, 200 cu. in., 220ft. lb. torque, fully pressurized lubrication system & 5.5 gal. cooling system	Brakes	Mechanically applied, hydraulics released parking brake
Electrical system	12 Volt, 95 Amp automotive type	Steering	Steering wheel with power steering
Blade drive	Direct hydraulic motor, with load sense pump	Fuel capacity	30 Gallon (U.S.)
Ground drive	Sauer Danfoss hydrostatic transmission with joystick control, three Poclain Twin-Lock wheel motors for drive wheels (6631 ft-lbs torque)	Weight	9,500 lbs. (wet)
Speed control	Joystick-operated speed control	Mower blades	3 pairs of swinging blades
Ground speed	0-19 MPH ground speed, High/Low range	Mower deck	7 gauge reinforced steel; three floating decks with rear discharge, hydraulic deck lift
Cutting height	Adjustable from 4.5-7.5"	Overall dimensions	178" length, 150" wide, 137" high with cab
Cutting width	144 inches	Standard equipment	Cab w/ROPS, A/C, heater, AM/FM radio, CD player
Gauge wheels	16.5" X 6.5 X 8", foam filled	Warranty	1 year, unlimited hours
Drive tires	Three drive tires with all-terrain tread (320/80 R18)	Transport	102" width with hydraulic deck lift and fold with safety lockouts
Leveling	Automatic self-leveling plus manual control	Frame	Welded steel
Seat	Adjustable air ride seat, with arm rests and seat belt	Gauges/lights	Tachometer, Engine Oil Pressure, Water Temp, Fuel Gauge, Volt and Hour Meters, Hydraulic Reservoir Temp, Hydraulic Reservoir Temp, Hydraulic Filter Plugging Indicator, Deck Motor Load Indicator

The manufacturer reserves the right to make changes in engineering, design, and specifications or add improvements at any time without notice or obligation

HARPER INDUSTRIES, INC

151 E. Hwy. 160 • Harper, Kansas 67058
 Phone: 620.896.7381 • Toll-Free: 1.800.835.1042
 sales@harperindustries.com • www.harperurfequipment.com



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:55 PM) Decommission Topiary Art Piece at City Hall - Executive,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to affirm the recommendation from the Public Art Committee and the artist to remove and destroy the topiary artwork located adjacent to City Hall.

SUMMARY:

The City of Bainbridge Island acquired artwork from the artist Gayle Bard in 1998. The artwork is comprised of five geometric forms, one of which has become damaged.

In 2018, in accordance with the Artwork Commission Agreement (Agreement) between the City of Bainbridge Island and Ms. Bard, the City requested that Arts and Humanities Bainbridge (AHB) and the artist recommend either repair or removal of the damaged artwork. Both parties recommended removal and destruction of the piece of art. The next step in the process is for the City Council to review and affirm or deny this decision.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

The artwork at issue is installed in front of the Bainbridge Island City Hall. It is a geometric form fabricated from colored concrete, steel rebar, aluminum mesh, and assorted textural materials. This artwork is located outside and a photo of the artwork is attached.

After being installed for nearly 20 years, the artwork is damaged. A photo of the damage is attached. The artist, Arts and Humanities Bainbridge (AHB), and City staff have evaluated the artwork and researched approaches to repair, but have not identified a feasible repair approach. The artist has recommended removal and destruction. The Public Art Committee (PAC) has also recommended removal and destruction.

With Council's affirmation of this decision, staff will notify the artist and AHB, after which time the artwork will be removed. Replacement artwork may also be recommended by the PAC.

If Council does not affirm the decision, the artwork will remain in place.

ATTACHMENTS:

[PAC Minutes 1.9.19](#)

[Bard Letter to PAC](#)

[Photo of Bard Topiary at City Hall](#)

[Photo of Damage to Bard Topiary at City Hall](#)

[1998 Artwork Commission Agreement](#)

FISCAL DETAILS:

Operations and Maintenance staff will remove the artwork, so no external expenses are anticipated.

Fund Name(s):

Coding:



MINUTES

PUBLIC ART COMMITTEE MEETING

January 9, 2018

Marge Williams Center Conference Room, 12:30- 2:00 p.m.

PRESENT: Susan Arens, Bill Baran-Mickle, Andrew Gurthet, Grace Harris, Steve Rabago, Mike Seidl, Carl Sussman, committee members; Leslie Schneider, COBI Council Member; Anne Smart, LT Yoson, AHB staff.

MEETING CONVENES: 12:30 pm

Gayle Bard Update – COBI is requesting the committee take formal action to decommission the sculpture and make recommendations for next steps. Three options were discussed. 1) The city takes possession and has it destroyed. 2) Remove it from its current location and donate it to non-profit. 3) Take possession and sell/auction it and put money into the public art fund (Morgan has the missing piece).

Susan spoke from an artist's point of view to recommend destruction. She referenced the fact that Gayle did not like the restoration to the finish done by ARTech; which PAC has thoroughly discussed, researched and recorded since October 2016. They concluded that the only way to re-finish the piece to Gayle's satisfaction would have likely damaged it further. It was decided that the piece was past its prime and so PAC recommended destruction for integrity of the artist's intent.

VOTE Susan moved to recommend having the sculpture destroyed. Mike seconded the motion. Voting was unanimous to recommend the broken Gayle Bard sculpture be destroyed.

Request from Fire Chief for Public Art – Hank Teran has requested input from PAC about implementing art at the new Fire Station #21. Bill and Andrew will coordinate a meeting and update PAC to encourage anyone else interested in attending.

Something New Update:

Carl updated the committee about locating a sculpture alongside the turnout between Blackbird and Dana's Showhouse. Mark Epstein did not recommend it as that location is used as a loading zone. Therefore, the following will be included into the proposal to city council:

1. City hall replacing the Gayle Bard sculpture
2. The area to the west of the playground
3. Waterfront Park around the corner from *Hand in Hand* (assuming purchase is approved)

Proposal to include purchase of *Hand in Hand* with a call for 5 additional pieces to be installed (two to replace Phase I sculptures) Bill has listed 2.5 pedestals in the proposal to include 2 new pedestals with 0.5 for the Gayle Bard location as it will need some attachment for a new piece. The price for *Hand in Hand* is not definitive as it is listed at \$22K in the contract between the artist and COBI but listed at \$13K in the response from Will Robinson's Call for Art application. Final price specifics from Will are needed.

Next Steps: Carl will call Will Robinson to get final price for *Hand in Hand* including any gallery and/or commission fees. The three new locations will be added to the proposal.

Leslie recommended making a request for time on the city council agenda as soon as possible and to keep in mind the typical “3 touch rule”. She also recommended the *Hand in Hand* purchase and proposal for Phase II can simultaneously be made with an explanation of how ‘things played out’ in Phase I versus how they are expected to go in Phase II.

Timeline

VOTE Sandy moved to approve the following proposals. Steve seconded the motion and PAC approved it unanimously.

- Deadline for submission is March 29th.
- The proposal will include up to 6 sculptures (in case *Hand in Hand* is not purchased).
- First Friday Artwalk of July 5th is the unveiling date.
- The People’s Choice Award announcement remains in May.

Budget

All actual costs from city and in-kind contributions will be included. Final cost of *Hand in Hand* will be listed and as much ‘real’ information needs to be provided.

Marketing

A coordinated framework is needed going forward. Several suggestions were discussed including quarterly community walks in partnership with the Parks Dept., promotional videos, and an ongoing social media presence. The videography budget is still under review as there is no cost benefit analysis to support its use. Sandy proposed that the video line item be removed from the proposal and implemented after the marketing plan. Steve supports this and discussion towards formation of a marketing subcommittee commences. Grace, Bill, Steve, and Sandy will meet to create a Something New Promotional Plan. The budget costs associated with promotion and publicity will have a singular budget amount associated with it and will cover items the Marketing Committee determines. Showing the baseline and speaking to the changes will be needed when PAC proposes it to the city council.

Ellen Schroer joined the meeting and expressed support for PAC. She has previously served as the Finance Director and is now the Deputy City Manager. She updated the committee on the Public Art Sub fund balance of January 1, 2019 at \$114K (attached). This balance may change as funding for the Public Art Sub fund has not been finalized and transition to city council funding mechanisms negotiated in 2018 will effect appropriated funding as revenue. New funding generated by 2% allocation of 2018 eligible capital expenses will be added as part of the year-end closeout process, likely in April or May of 2019. Estimated balances for 2019 and 2020 were also listed with the \$50K yearly allotment approved by the city council in 2018. The \$10K Conservation Expenses are for routine maintenance, which changes depending on the need for it. If the expenses are less than \$10K the amount is readjusted back into the account. She also provided the Routine Maintenance log for 2018 (attached) and discussed how these costs were allocated. Operations and Maintenance staff do the regular maintenance schedule item at no cost to the Public Art Sub fund. Only more specifically dedicated tasks are deducted from the sub fund.

Steve requested clarification from Ellen about the council’s decision in September of 2018 that the Conservation Expenses were not to come out of the yearly COBI Public Art \$50K allotment. Ellen agreed to review the council’s decision.

The timeline for financing maintenance projects was detailed as the *Ripple Effect* maintenance will likely cross over into 2019. This lead discussion to financing timetables related to Something New. Consent item approval from the designated sub fund for Something New would go in during June or July of one year and must be completed by the next year. For example changes in June of 2017 must be completed by the end of 2018. In order to comply with the structured financing timetable Ellen shared, the People’s Choice Award distribution of funds must be made at the end of the year the sculpture is installed. This affects the deadline

for voting that must be instituted going forward. The committee concluded that the deadline on the 1st of December would allow for payment to occur within the year as needed.

Next Steps: Anne informed Ellen of the PAC vote from earlier in the meeting regarding the Gayle Bard sculpture. Anne will work with Ellen to get on the city council agenda to present Something New Phase II. The changes to the presentation will be made with updated information.

Presentation materials submitted to the city council are needed two weeks prior to be properly distributed. Leslie asked for Ellen to further explain the '3 touch rule' and how it related to Something New. It was decided that Something New Phase II is a continuing annualized program including expansion with 3 new locations proposed. Closing out of Phase I is part of the contract and proposal for Phase II and request of purchasing one of the pieces could happen simultaneously. Therefore, only 2 more 'touches' are expected: 1.) Phase II presentation discussion and 2.) a vote will occur. Leslie reminded PAC that the city council meeting will not be run similarly to a study session, and so the first 2 or 3 slides are important to include a general overview. In the interest of efficiency, the time allotted is sometimes spontaneously reduced. And that supportive material should occur at the end to answer predictable questions that the council may or may not want to be presented during the meeting.

Jury

Sandy asked for input and finalized the following as potential jury members:

1. Mary Terry
2. Amy Roberts
3. Mike Seidl

Alternates:

1. David Sessions
2. Tracy Lang
3. Mark Levine
4. Kristin Tollefson
5. Teresa Collier

MEETING ADJOURNS: 2:10pm

NEXT MEETING: February 6, 2019 Marge Williams Conference Room, 12:30-2pm

UPDATE ON PUBLIC ART SUBFUND BALANCE

As of January 8, 2019

Estimated balance as of January 1, 2019:	\$ 114,000
Estimated funding from 2018 Capital Projects	\$*TBD
Project funding from 2019 Adopted Budget	\$50,000
2019 Conservation Expenses	(\$10,000)
Estimated Balance as of December 31, 2019:	\$ 154,000

2018
→ Ellen
check
on
this

*New funding generated by 2% allocation of 2018 eligible capital expenses will be added as part of the year-end close process, likely in April or May of 2019.

Estimated balance as of January 1, 2020:	\$ 154,000
Project funding from 2020 Adopted Budget	\$50,000
2020 Conservation Expenses	(\$10,000)
Estimated Balance as of December 31, 2020:	\$ 194,000

Bainbridge Island Public Art Collection

ARTIST	TITLE	DESCRIPTION	LOCATION	ROUTINE MAINTENANCE
Baldwin, Phillip	Handrail	Patinated bronze	City Hall interior	Clean and dust with mild detergent (Lysol)
Baldwin, Phillip	Waterscape	Frosted glass, stainless steel	City Hall interior metal gate	Clean and dust with mild detergent (Lysol) Annual hand scrub with gentle solvent. Re-seal if necessary. Keep surrounding vegetation low, to expose artwork and prevent mold buildup.
Bard, Gayle	Topiaries (5)	Cast and painted concrete, organic shapes	City Hall exterior, around perimeter	Annual hand scrub with gentle solvent.
Bard, Gayle	Blackberry Vines	Painted steel	City Hall exterior, Madison entrance	Annual dusting. Examine for damage, particularly around glass clouds.
Bard, Gayle & Steven Maslach	Clouds	Ceiling mural of clouds with glass clouds in one location	Bainbridge Library, 1270 Madison Ave.	Artwork is meant to rust naturally. Trim landscape periodically. Check annually for soft area. Wash/scrub with stain cleaner if needed. Re-coat finish (annually?)
Clarke, Christine	Tribute Baskets (2)	Two large basket-shaped wire figures. Steel wire with copper coating. Concrete footings.	Waypoint Park	Annual pressure wash.
Jacobson, Craig	Rainbringer, renovated 2011	Native American wood carving, painted	High School RD & Madison	Annual dusting.
Johnson, Devin & Olympus Beach Community Assoc.	Creative Grounds Bus Shelter	Concrete, stainless steel, wood	Beach St. and Battlepoint Drive	Annual pressure wash.
Keyser, Virginia	Topographical Reflections	Plywood ceiling relief	City Hall interior, conference room	Annual pressure wash.
Law, Carolyn	Sidewalk Panels (5 originally/4 remain)	Concrete, dyed, grouted, patterned	High School RD, west of Madison	Annual pressure wash.
Lucas, Robert	The Seed Ball	Concrete with aggregate	Winslow Way, in front of Town & Country	Annual pressure wash.
Lucas, Robert & Patrick Croghan	The Arrow Bench	Concrete bench with heavy aggregate	Waterfront Park, near playground	Clean with Windex and rags
McJunkin, Lin and Milo White	Iris Flare	Powder-coated steel, clusterfused glass	Winslow Way/Town and Country	Hand scrub with Simple Green to remove dirt.
Mesolini Glass	Beach Glass Quilt	Beach glass, found objects	Winslow Way & Madison, SE corner	Annual pressure wash.
Meyers, Bruce	Ripple Effect 2019	Sidewalk metal inserts	Winslow Way streetscape, south side	Annual pressure wash.
Newcomb, Gerry	Color Spires	Cast glass and steel	Madison Ave. (southern terminus)	Annual pressure wash and wax.
Palmer, Erin Shie	Compass (2)	Bronze relief inlays	City Hall exterior, both entrances	Annual cleaning with gentle cleaner.
Palmer, Erin Shie	Bronze inlays (2)	Bronze relief floor inlays	City Hall interior	

ARTIST	TITLE	DESCRIPTION	LOCATION	ROUTINE MAINTENANCE
Palmer, Erin Shie	Commemorative plaque (1)	Large entry hall inlay	City Hall interior	Annual cleaning with gentle cleaner.
Robinson, William	Hand in Hand	Basalt	Waterfront Park, 301 Shannon Drive SE	Clean with soap and water
Ross, Cecil	Wood Countertop	Laquered wood countertop	City Hall interior	Clean & dust with mild cleaner
Smith, Maggie	Water Quilt	Tiled wall	Aquatic Center, 8521 Madison Ave N	Annual clean and hand scrub with gentle cleaner. Check grout lines for mold.
Tollefson, Kristin	Pod	Large form with woven bronze strips on exterior, interior contains lighted glass display	Installed at entrance to BPA.	Annual clean with mild detergent, extension brushes. Hose to rinse.
VanSlyke, Michele G.	Manhole Covers (5)	Cast bronze manhole covers	Town Square (BTW City Hall and BPA)	Clean & dust with mild detergent
VanSlyke, Michele G.	Sliding Botanical Panels	Large brushed aluminum, patinated bronze panels	City Hall interior, Council Chambers	Clean & dust with mild detergent
White, Elizabeth	Historic Photo Table Top Tiles (27)	White tiles with historic imaged photos transferred to the tiles	City Hall interior	Clean & dust with mild detergent

Gayle Bard
257 Wood Ave. SW
Bainbridge Island WA 98110
(206) 422-1873
bulletb36@gmail.com

November 12, 2018

Carl Sussman, Chairman
Public Art Committee
City of Bainbridge Island
Bainbridge Island, WA 98110

Dear Carl,

I hereby relinquish all rights and claims regarding the concrete sculpture located at the side entrance to City Hall. I do not want this sculpture which has failed due to the misapplication by Artech of a wax meant for home crafts (probably for interiors only) which prevents regular periodic repainting and repairs. I wish for this sculpture to be decommissioned and destroyed.

Sincerely,

Gayle Bard, Artist

cc: Bill Baran-Mickle
Mike Seidl





Contract Number:
BIAHC/PAC Project Name: CITY HALL
BIAHC/PAC Project Number:
Fund Source:
Expiration Date:

ARTWORK COMMISSION AGREEMENT

SITED WORKS

THIS AGREEMENT is made and entered into by and between THE CITY OF Bainbridge ISLAND (hereinafter "CITY"), acting by and through the Bainbridge Island Arts and Humanities Council (hereinafter "BIAHC") and the Executive Director thereof and GAYLE BARD, (hereinafter "ARTIST").

In consideration of the promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

1. **CONTENTS OF AGREEMENT** This Agreement, together with the Work and Payment Schedule (Attachment 1), the Budget (Attachment 2), the Artist's Public Report (Attachment 3), the Artwork Catalog Sheet (Attachment 4) and the Artwork Maintenance Sheet (Attachment 5), submitted by the ARTIST and approved by the BIAHC as part of the Scope of Work constitute the entire agreement between the parties.
2. **TERM OF AGREEMENT** This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to the provisions hereof, shall expire on acceptance of the ARTWORK by the BIAHC acting on behalf of the CITY, which shall occur after the ARTIST'S creation, delivery and installation of the ARTWORK, after safety review by BIAHC and CITY building inspector, and after final payment to the ARTIST of any amounts due hereunder. Certain provisions of this Agreement shall survive expiration or termination of this Agreement as provided herein.
3. **SCOPE OF WORK** The ARTIST shall complete the design, fabricate, install an ARTWORK, and perform all tasks as described below, in accordance with the Work and Payment Schedule submitted by the ARTIST as part of the Construction Documents, and in accordance with the CITY's opening of the City Hall, currently anticipated to be in December 1999. The ARTIST acknowledges that such opening date is subject to change, and the ARTIST shall complete the Work Schedule based upon changes to such date, notice of which shall be supplied by the CITY within a reasonable time prior to the anticipated change. The parties agree that the Work and Payment Schedule may change if the opening date of the City Hall is changed, and such Schedule changes shall be agreed upon by the parties in writing.
 3. A. **Description of ARTWORK:**
 3. A. 1. **Vertical Markers:** five (5) geometric forms, each 2' - 6' tall, fabricated from integrally and applied colored concrete, steel rebar, aluminum mesh and assorted textural materials, placed and illuminated into the site's landscape according to the CITY's Architect's Construction Drawings.
 3. A. 2. **Horizontal Marker:** the ARTIST will paint with color to be determined on

site, the curb along the north side of the access street, with the possible addition of the curbing at the entrance to the South Parking Area and/or the curbing on the western side of the island containing two vertical markers and a Farmer's Market water trough.

3. A. 3. **Metal Sculpture:** a metal sculpture referred to as the "blackberries" placed over and against the west side of the Madison Avenue courtyard concrete wall. The sculpture will be fabricated from steel rod of various diameters, painted with an epoxy finish, and fastened into the concrete wall with a stainless steel/epoxy system. There will be no less than five (5) "canes". More canes may be added if budget permits.

3. B. **Construction Documents:** The ARTIST will work with the CITY's architect, Miller/Hull Partnership, the BIAHC's Project Manager, and the CITY's Building Department during the Construction Document phase.

3. B. 1. **Design and Planning Services:**

The ARTIST shall participate in finalizing the design of, producing construction documents for and integrating ARTWORK in the Architectural/Engineering construction documents for the Bainbridge Island City Hall throughout the Construction Document Phase of the project.

3. B. 2. **Consultation:**

The ARTIST will consult as necessary with the BIAHC Project Manager and the CITY's architect in order to complete the Scope of Work specified in this Agreement. The ARTIST will obtain, at no cost to the ARTIST, a review by the CITY's Building Department of the ARTIST's work to assure that it conforms to safety, material and code standards. Should the CITY's Building Department find that the ARTIST's work does not conform to safety, material and code standards, the ARTIST shall be required to make the necessary changes at the ARTIST's own expense.

3. B. 3. **Submittal Requirements:** The ARTIST's Construction Documents Submission will include, but is not limited to the following:

3. B. 3. a. Complete drawings including specifications for the fabrication and installation of the ARTWORK, showing all materials, dimensions, quantities, locations.

3. B. 3. b. Documentation that the CITY's Building Department staff and other design consultants as required have seen the construction documents.

3. B. 3. c. Complete budget.

3. B. 3. d. Work and Payment Schedule.

3. C. **Consultation with Conservator:** If requested by the BIAHC, the ARTIST shall,

prior to fabrication of the ARTWORK, meet with a professional art conservator, recommended by and paid for by the BIAHC, to review the proposed ARTWORK and ensure that it can be maintained over the period of its lifetime without extraordinary expense.

3. D. **Community Meetings:**

3. D.1. The ARTIST will meet with representatives of the Public Art Committee, CITY Departments of Planning, Building and/or Engineering, Miller/Hull Architects, the CITY's Contractor as necessary to complete the Scope of Work.

3. D. 2. The ARTIST shall attend the building's dedication ceremony unless out of town. The BIAHC may request the ARTIST's participation in one or more additional educational/community events and if so will offer to pay the ARTIST an additional fee for her time and expenses.

3. E. **ARTWORK Documentation and Maintenance Instructions:** The ARTWORK shall be accompanied by the following documentation, to be delivered to the BIAHC Project Manager at the BIAHC offices no later than 30 days after the completion of the ARTWORK:

3. E. 1. An "ARTIST's Public Report," as described in Attachment 3, that the CITY may use for public information purposes; plus

3. E. 2. ARTWORK Catalog information, and instructions regarding maintenance required for the ARTWORK, on the forms attached as Attachments 4 and 5; plus

3. E. 3. Two professional quality 35mm color photographic slides of the entire ARTWORK and each component of the ARTWORK.

4. **PUBLIC INFORMATION** The BIAHC shall be solely responsible for coordinating public information materials and activities related to the dedication of the ARTWORK.

5. **COMPENSATION REIMBURSEMENT**

The total compensation due hereunder includes the following:

5. A. **Total Compensation Amount:**

As compensation for the ARTWORK and the ARTIST's performance of the services specified in Sec. 3, including all applicable taxes, including Washington State sales and excise taxes, local and federal taxes hereof the CITY shall make payments to the ARTIST in an amount of **TWENTY-TWO THOUSAND-FIVE HUNDRED DOLLARS AND NO CENTS (\$22,500.00).**

5. B. **ARTIST'S Responsibility for Costs:**

The Artist shall be responsible for payment of all mailing or shipping charges, the cost of transporting the ARTWORK to the site, construction, installation, excepting costs provided for in the Building Contractor's construction budget, and the cost of all travel by the ARTIST and the ARTIST's agents or employees necessary for the proper

performance of the services required under this Agreement.

5. C. **Schedule for Partial Payments of Compensation:** The ARTIST shall be paid in accordance with the Work and Payment Schedule in Attachment 1 (and in Section 3. B. 3. d.) and according to the following schedule.

5. C. 1. **First Payment:** 10% of compensation of compensation due under Section 5. A., in the amount of **TWO THOUSAND-TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$2250.00)** upon delivery to and written acceptance by the BIAHC Executive Director of the Construction Documents Submission described in Section 3.B. 3.

5. C. 2. **Second Payment:** 45% of the compensation due under Section 5. A., in the amount of **TEN THOUSAND-ONE HUNDRED AND TWENTY-FIVE DOLLARS AND NO CENTS (\$10125.00)** upon delivery to and written acceptance by the BIAHC Executive Director of evidence (either as a studio visit or photograph) that the ARTIST has accomplished the tasks described in the Work and Payment Schedule as the Second Payment.

5. C. 3. **Third Payment:** 30% of the compensation due under Section 5. A., in the amount of **SIX THOUSAND-SEVEN HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$6750.00)** upon delivery to and written acceptance by the BIAHC Executive Director of evidence (either as a studio visit or photograph) that the ARTIST has accomplished the tasks described in the Work and Payment Schedule as the Third Payment.

5. C. 4. **Final Payment:** 15% of the compensation due under Section 5. A., in the amount of **THREE THOUSAND-THREE HUNDRED AND SEVENTY-FIVE DOLLARS AND NO CENTS (\$3375.00)** upon completion of one hundred percent (100%) of the work and the BIAHC's written acceptance of the ARTWORK and a bill of sale or other appropriate evidence of transfer to the CITY and all deliverables as specified herein.

6. **PROCESS FOR PAYMENT OF COMPENSATION** To be eligible for any payment of compensation under this Agreement, the ARTIST must submit to the BIAHC an invoice for payment in the manner and on the form specified by the BIAHC, together with evidence, to the reasonable satisfaction of the BIAHC Executive Director, that the ARTIST has completed the performance/payment stage that would warrant the payment requested. Upon receipt and approval of such invoice, the BIAHC shall arrange for the immediate processing of such documentation, and the appropriate payment to the ARTIST.

All payments shall be approved by the CITY pursuant to Chapter 3.80 and 3.82 of the Bainbridge Island Municipal Code prior to payment of funds to the Artist.

7. **TIMING FOR PAYMENT PROCESS** The ARTIST understands that the CITY may make payments 45 days after receipt of the ARTIST's invoice by the CITY, but the CITY agrees that payment shall be made no more than 60 days after receipt by the BIAHC of the invoice.

8. **TITLE TRANSFER** Upon final payment to the ARTIST and final acceptance of the ARTWORK by the BIAHC, title to the ARTWORK shall pass to the CITY.

99

9. **ARTIST IS INDEPENDENT CONTRACTOR** The ARTIST is an independent contractor and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specifically provided herein.
10. **NO CLAIM BY ARTIST'S EMPLOYEES, CONTRACTORS OR OTHER PARTIES ALLOWED** No employee of the ARTIST or other person engaged to perform any work or service required of or by the ARTIST under this Agreement shall be considered to be an employee of the CITY. No claim of any such employee or other person, whether for industrial insurance, unemployment compensation or any other benefit or entitlement whatsoever, shall be an obligation of the CITY.
11. **NO ASSIGNMENT OF WORK WITHOUT AUTHORIZATION** The work and services required of the ARTIST by this Agreement are personal and shall not be assigned, delegated, or transferred without the express, written approval of the BIAHC. (This provision shall not prohibit the ARTIST from employing qualified personnel for work under the ARTIST's direct supervision regarding the ARTWORK.)
12. **CITY AUTHORIZED TO REVIEW WORK IN PROGRESS** Upon reasonable prior notice to the ARTIST, the CITY and its officers, employees, and agents shall have the right to make reasonable inspections and reviews of the ARTIST's progress with respect to the ARTWORK.
13. **COPYRIGHT: CITY'S RIGHT TO REPRODUCE IMAGES** The ARTIST shall retain the copyright and all other rights in and to the ARTWORK, provided that the CITY is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the ARTWORK, including but not limited to, the ARTWORK proposal and all preliminary studies, models and maquettes thereof that have been delivered to and accepted by the BIAHC, and to authorize third parties to graphically reproduce (through photography or otherwise, if created by the ARTIST) any and all of the same, as are desired by the CITY, for municipal (e.g., education, public information, etc.) purposes, provided that reproductions of any preliminary studies, models and maquettes shall not be identified as or represented to be the finished ARTWORK.
 13. A. **Renditions:** The CITY shall not use renditions of the ARTWORK not created by the ARTIST without the prior approval of the ARTIST.
 13. B. **Retail Sales:** The CITY and the BIAHC agree that they shall not reproduce images of the ARTWORK for retail sale, without the approval of the ARTIST.
 13. C. **Copyright Notice:** On each such municipal reproduction, the ARTIST shall be acknowledged, using designations provided by the ARTIST, to be the creator of the original ARTWORK thereof, and given appropriate copyright notice .
 13. D. **Prohibitions:** The CITY and the BIAHC are expressly prohibited from reproducing images of ARTWORK through any medium including illustration to be used as an emblem or logo on documents or stationery without written agreement with and compensation to the ARTIST, to be separately negotiated.
 13. E. **Term of Provision:** The rights granted by this provision shall survive the expiration

or earlier termination of this Agreement.

14. **CITY RECORDS REGARDING ARTWORK** The CITY shall maintain on file for a length of time consistent with statutory requirements a record of this Agreement and of the location and disposition of the ARTWORK.
15. **ARTIST'S IDENTIFICATION LABEL** The CITY shall prepare and install, at its own expense, an identification label indicating the ARTIST's name, the ARTWORK's title, funding source, year of completion, and informational text about the ARTWORK. This label shall be placed near or adjacent to the ARTWORK at all times when the ARTWORK is publicly displayed by the CITY.
16. **ARTWORK CHANGES**
 16. A. **Material Changes Requested by the Artist Prior to Acceptance:** Material changes may be made to the ARTWORK by the ARTIST prior to the CITY's acceptance of the ARTWORK (such as changes in the ARTWORK's material, color, size, relative scale as compared to the preliminary design therefore that was most recently accepted or approved by the CITY, etc.) but only after the ARTIST has given written notice of such desired changes to the BIAHC Executive Director and has received the written approval of the BIAHC for each such change. If the change(s) alters the Description of ARTWORK in this Agreement, the parties shall execute a written amendment to this Agreement.
 16. B. **Material Changes Requested by the City Prior to Acceptance:** If the CITY's Architect, for purposes of coordination with the construction of the building, requests that the ARTIST alter, revise or change the ARTWORK at any time after written acceptance by the BIAHC of the ARTIST's Construction Document submittal, the ARTIST shall comply with such requests, and the CITY shall pay to the ARTIST the costs of any such alterations, revisions or changes, including labor. The ARTIST shall provide reasonable proof of such additional costs at the CITY's request. The CITY may not request changes to the ARTWORK after written acceptance of the completed ARTWORK by the BIAHC, other than to have the ARTIST and ARTWORK comply with the warranties and representations in this Agreement, or as otherwise contemplated herein.
 16. C. **Maintenance After Acceptance:** The CITY shall reasonably ensure that the ARTWORK is properly maintained and protected, taking into account the recommendations of the ARTIST as stated in the maintenance criteria in the ARTWORK Maintenance Sheet (Attachment 5) provided by the ARTIST at delivery of the ARTWORK.
 16. D. **Alterations, Modifications and Removal:** Except as provided herein, the CITY will not alter, modify, relocate, or remove the ARTWORK without written authorization from the ARTIST regarding the proposed alteration, modification or change. Such authorization should not be unreasonably withheld. For purposes of this Agreement, no modification of the ARTWORK that results from the passage of time or the inherent nature of the materials used in the ARTWORK shall constitute a modification for which the ARTIST may claim relief or any remedy from the CITY. In addition, no modification of the ARTWORK that is the result of conservation shall constitute a modification that is prejudicial to the ARTIST's honor or reputation for which the ARTIST may claim relief

or any remedy from the CITY unless such modification is the direct result of gross negligence. The CITY shall provide 60 days written notification to the BIAHC and the ARTIST of any proposed alteration, modification, relocation or removal of the ARTWORK or the site, and shall consult with the ARTIST in planning and executing any such alteration. In the event that the ARTIST and the CITY are unable to reach agreement regarding alteration, modification, relocation, or removal of the ARTWORK and/or site the following terms and conditions shall apply:

16. D.1. The request for alteration, modification, relocation or removal shall first be submitted to and considered by the BIAHC for a written opinion regarding the proposed removal or alteration.
16. D.2. In the event the ARTIST or the CITY disagrees with the decision of the BIAHC, either may appeal to the City Council in writing within 30 days of the date of the BIAHC's decision.
16. D.3. The City Council shall have the non-delegable duty to review and affirm or deny the decision made by the BIAHC required by Paragraph 16. D. 1. above. The decision of the City Council shall be final.
16. D.4. In the event that the City Council decides to remove a work of art, the ARTIST shall have the first right of refusal to purchase his/her ARTWORK, providing it stands alone and is not integrated into a larger piece.
16. D.5. If an alteration, modification or relocation should occur, the ARTWORK will no longer be represented as the work of the ARTIST, without the ARTIST's written permission.
16. D.6. The ARTIST's right to approve in this section shall not apply in the event the ARTWORK has or in the reasonable opinion of the CITY could or will create a public hazard or harm or damage or injure any person or property.
16. E. **Repairs and Restorations:** The CITY will reach agreement with the ARTIST on all repairs and restorations other than ordinary maintenance which are made during the lifetime of the ARTIST. To the extent practical, the ARTIST shall be given the opportunity to accomplish such repairs and restorations at a reasonable fee. If the CITY and the ARTIST cannot agree regarding repairs, the CITY may accomplish such repairs as it deems necessary, performed by or in consultation with a professional conservator. In that event, the CITY agrees to no longer represent the work as that of the ARTIST, upon receipt of a written request to that effect from the ARTIST.
 16. E.1. The CITY shall make reasonable efforts to locate the ARTIST if the ARTIST'S address has changed.
 16. E.2. The BIAHC and the CITY shall maintain a permanent record of this Agreement and of the location and disposition of the artwork.
- 16.F. **Consent to the ARTWORK's Incorporation into the Building and Acknowledgment of Possibility of ARTWORK's Modification upon Its**

Removal: By executing this Agreement, the ARTIST consents to the incorporation of the ARTWORK into the building specified in this Agreement. The ARTIST acknowledges that such incorporation may subject the ARTWORK to destruction, distortion, mutilation or other modification by reason of removal from that location. The CITY acknowledges that it has a responsibility to exercise through its contractors, reasonable care of the ARTWORK, during and after incorporation or removal.

- 16.G. **Notification to ARTIST Regarding Relocation or Removal of ARTWORK:** The CITY reserves the right to manage its buildings, facilities and public sites for public purposes, and in doing so, may determine that it is necessary to relocate or remove the ARTWORK and/or modify the site in/on which it is located. The CITY will not relocate or remove the ARTWORK and/or substantially modify the site in/on which it is located without notifying the ARTIST of the proposed change and attempting to reach agreement with the ARTIST regarding the future appearance or location of the ARTWORK.

The ARTIST shall not unreasonably withhold approval of the relocation or removal of an ARTWORK from the site in which it is located or the modification of such location, as proposed by the CITY in its notice to the ARTIST pursuant to this subsection.

17. **RISK OF LOSS** The ARTIST shall take such measures as are reasonably necessary to protect the ARTWORK from loss or damage until the ARTIST has completed installation of the ARTWORK at the project site. During the Term of this Agreement, the ARTIST shall obtain and maintain property insurance to cover any loss of the ARTWORK materials paid for by the CITY, or agrees to be responsible and to pay for the cost of any loss of such materials with the exception of acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

18. **INDEMNIFICATION**

18. A. **By the ARTIST:** The ARTIST hereby releases and shall save, defend and hold the CITY and its officers, employees, and agents harmless from any and all causes of action, suits at law or equity, claims, demands and liability of any nature (including but not limited to attorney's fees and damages) arising out of any act or omission, breach of warranty, covenant or promise of the ARTIST, or of any agent or employee of or contractor for the ARTIST under this Agreement. The ARTIST waives any immunity the ARTIST may have under any industrial insurance legislation (Title 51 RCW or other applicable legislation) to claims brought against the ARTIST by the CITY in connection with this Agreement, which waiver has been mutually negotiated by the parties hereto.

18. B. **By the CITY:** The CITY shall not be liable for any loss or harm to the ARTIST, the ARTIST's agents, contractors, suppliers, employees, representatives and/or agents, or such persons' property, premises or assets, as a result of the ARTIST's fulfillment of its duties under this Agreement. No liability shall attach to the CITY by virtue of entering into this Agreement, except that the CITY shall release, defend and hold the ARTIST and its agents and employees harmless from any and all causes of actions, suits at law or equity, claims, demands and liability of any nature (including but not limited to attorneys' fees and damages) arising out of any negligent act or omission or breach of promise by the CITY, or of any agent or employee of the CITY. For these purposes, the CITY waives any immunity the CITY may have under any industrial insurance legislation (Title 51 RCW or other applicable legislation) to claims brought against the

CITY by the ARTIST in connection with such negligent acts or omissions, which waiver has been mutually negotiated by the parties hereto.

19. **INSURANCE** Insurance coverage for liability is not required during the design phase of this Agreement or while the ARTIST is completing work on the project. Prior to any installation work the ARTIST shall purchase and maintain for the duration of any such installation work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work under this Agreement by the ARTIST or ARTIST's agents, representatives, employees, suppliers and/or subcontractors. The ARTIST shall pay for all costs of such insurance. The ARTIST shall provide the CITY and BIAHC acceptable evidence of a policy or policies of insurance as enumerated below, including copies of Declaration pages, the policy, and/or all forms and endorsements to the policy:

19. A. **Commercial General Liability:** A policy of commercial general liability insurance, written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability

Said policy must provide the following minimum coverage:

- Bodily Injury and Property Damage -
- \$1,000,000 per occurrence,
- \$1,000,000 annual aggregate.

Any deductible or self-insured retention must be disclosed and is subject to approval by the CITY.

19. B. **Policy Standards:** The above policy or policies, endorsements thereto, and subsequent renewals:

19. B.1. Shall be subject to approval by the CITY as to company (must be rated A-:VII or higher in the A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington broker or agent), form and coverage and primary to all other insurance the CITY may secure; and

19. B.2. Must protect the CITY within the policy limits from any and all claims and risks in connection with any activity performed by the ARTIST by virtue of this Agreement; and

19. B.3. Must be maintained in full force and effect throughout the entire term of the installation period; and

19. B.4. Must name The City of Bainbridge Island as an additional insured (excluding professional liability) in any of the following manners:

19. B. 4.a. An additional insured endorsement issued on an Insurance Services Office (ISO) form naming "The City of Bainbridge Island, its officers, elected officials, employees, agents, and volunteers" as an additional insured, under which the endorsement is signed by an

authorized representative of the insurance company and include the policy number and name of the insured on the face of the endorsement.

or

19. B. 4.b. A blanket policy or endorsement clause adding as additional insureds anyone for whom the ARTIST is required to provide insurance under a contract or permit.

or

19. B. 4.c. An additional insured endorsement containing the following provision:

"The City of Bainbridge Island, its officers, elected officials, employees, agents and volunteers are an additional insured for all coverages provided by this policy and shall be fully and completely protected to the extent provided in said policy for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation in connection with any activity performed by [insert name of ARTIST] by virtue of the provisions of that Agreement between The City of Bainbridge Island and [Insert name of ARTIST] entitled ARTWORK COMMISSION AGREEMENT (Agreement No. DM [] PA [], dated _____.

The coverages provided by this policy to the CITY or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to The City of Bainbridge Island."

19. B.5. Must also include a "separation of insureds" or "severability of interests" clause indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured and separately to each insured against whom claim is made or suit is brought.

19. C. **Failure to Comply:** Failure of the ARTIST to comply with any of the terms of the above insurance provisions shall be considered a material breach of this Agreement and cause for its immediate termination.

20. **ARTIST'S WARRANTIES**

20. A. **Warranty Against Defects:** The ARTIST warrants the ARTWORK against any faulty material or workmanship of the ARTIST or the ARTIST's subcontractors and, at the CITY's option, shall remedy and/or pay for any loss or damage resulting therefrom that occurs or appears within a period of one (1) year after the date the CITY accepts the ARTWORK. The CITY shall give written notice with reasonable promptness to the ARTIST regarding observed defects in the ARTWORK. Nothing contained herein nor any action whatsoever by the CITY shall constitute an acceptance of work not done in accordance with the provisions of this Agreement or relieve the ARTIST of liability or

the Bainbridge Island Arts and Humanities Council and any administrative entity that succeeds to the functions of such Council; the term "Executive Director" means the BIAHC's Executive Director and her or his designee(s).

25. **COMPLIANCE WITH LAWS AND REGULATIONS**

25. A. **General Requirement:** The ARTIST, at her/his sole cost and expense, shall perform and comply with all applicable laws of, including but not limited to, the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Bainbridge Island; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

25. B. **Licenses and Similar Authorizations:** the ARTIST, at no expense to the CITY, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorization, and comply with all requirements thereof.

25. C. **Taxes:** The ARTIST shall pay all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the ARTIST's interest in this Agreement.

25. D. **Americans with Disabilities Act:** The ARTIST shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing the ARTIST's obligations under this Agreement. If the ARTIST is providing services, programs, or activities to CITY employees or members of the public as part of this Agreement, the ARTIST shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of and grounds for the immediate termination of this Agreement.

26. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** During the performance of this Agreement, the ARTIST will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The ARTIST will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

27. **CONTRACTUAL RELATIONSHIP** This Agreement does not constitute the ARTIST as the agent or legal representative of the CITY for any purpose whatsoever, and the ARTIST is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the CITY or to bind the CITY in any manner or thing whatsoever.

28. **NO CONFLICT OF INTEREST** The ARTIST confirms that the ARTIST does not have a business interest or close family relationship with any CITY officer or employee who was, is, 107 or will be involved in the ARTIST's selection, negotiation, drafting signing, administration , or

performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a CITY officer or employee described above.

29. **EXECUTORY AGREEMENT** this Agreement will not be considered valid until signed by all parties.
30. **BINDING EFFECT** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
31. **APPLICABLE LAW; VENUE** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Kitsap County.
32. **REMEDIES CUMULATIVE** Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.
33. **CAPTIONS** The titles of sections are for convenience only and do not define or limit the contents.
34. **INVALIDITY OF PARTICULAR PROVISIONS** A judicial determination that any term, provision, condition, or other portion of this Agreement or its application is inoperative, invalid or unenforceable shall not affect the remaining terms, provisions, conditions or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid or unenforceable and as to such other persons or in such other circumstances it shall continue in full force and effect.
35. **NO WAIVER** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the ARTIST shall not be deemed a waiver of any right or the acceptance of defective performance.
36. **EXTRA WORK** The CITY may desire to have the ARTIST perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" Section of this Agreement. This will be considered extra work, supplemental to this Agreement and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.
37. **DISPUTES** Any disputes concerning the ARTIST's performance of this Agreement that are not disposed of by agreement between the ARTIST and the BIAHC's Project Manager, shall be referred to the BIAHC Executive Director and the ARTIST or ARTIST's designated representative. If such persons do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes.
38. **TERMINATION**

38. A. **For Cause**: Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided in writing to such other party.
38. B. **For Reasons Beyond Control of Parties**: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control, or for lack of continuing appropriations.
38. C. **Notice** Notice of termination pursuant to Subsections 38. A or 38. B above, hereof shall be given by the party in writing terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
38. D. **Payments Default** In the event this Agreement is terminated by reason of the ARTIST's default, the ARTIST shall immediately refund to the CITY the amount of the last installment payment made to the ARTIST. In the event this Agreement is terminated by reason of the CITY's default, the ARTIST shall be paid in accordance with the Schedule of Payment attached to this Agreement, including a proportionate amount of the next installment based upon the percentage of work for such installment that the ARTIST has completed.
38. E. **Effect of Termination**. In the event of termination hereunder, the ARTIST shall deliver the ARTWORK in its current stage of completion to the CITY, whereupon the ARTWORK shall be owned by the CITY.
39. **MODIFICATION OR AMENDMENT** No modification or amendment of any of the terms hereof shall be effective unless the same is in writing and is signed by an authorized representative of each of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement from time to time by mutual agreement.
40. **ENTIRE AGREEMENT** This Agreement, including the exhibits and addenda attached hereto and forming a part hereof (if any), is all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any officer, agent, associate or employee of the CITY or any officer, agency, employee or associate of the ARTIST prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their signatures affixed below:

THE CITY OF BAINBRIDGE ISLAND

ARTIST

Dit Salk
Mayor

Lyle Baud
Artist

10-5-98
Date

9/20/98
Date

**BAINBRIDGE ISLAND ARTS
& HUMANITIES COUNCIL**

ARTIST'S ADDRESS

Nancy Jacey 10/2/98
Executive Director

6159 Old Mill Rd.
Bainbridge Is, WA 98110

Phone (306) 842-8543

SS# or Federal tax ID# 512-32-850



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:05 PM) Olympic Drive Non-Motorized Improvements Professional Services Agreement for Support Services - 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 forward consideration of the Olympic Drive Non-Motorized Improvements Professional Services Agreement for Support Services to the March 26, 2019 Unfinished Business Agenda.

SUMMARY:

The Local Agency Agreement (LAA) with WSDOT for the Olympic Drive Non-Motorized Improvements Project requires the City to obtain construction administration/inspector support services for the project. Requests for qualifications for construction administration/inspector construction support services (with federal funding experience) were advertised in January 2019. Following review of the statement of qualifications, City staff will present a proposed professional services agreement with the best qualified consultant to perform the work to the City Council as part of the March 26, 2019 Unfinished Business Agenda.

FISCAL IMPACT:

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

BACKGROUND:

The Local Agency Agreement (LAA) with WSDOT for the Olympic Drive Non-Motorized Improvements Project requires the City to obtain construction administration/inspector support services for the project, including:

- Knowledge and use of regulations and processes for Federal and State funding and Local Agency Guidelines (LAG) requirements during construction.
- Working knowledge of WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction and materials manual 2018 Edition.
- Knowledge to perform submittal review, approvals, auditing and quality assurance.
- Ability to assemble progress estimates and payment documentation and prevailing wage requirements.
- Knowledge of equal opportunity requirements (DBE).
- Knowledge of material and workmanship acceptance.
- Knowledge of environmental regulations.
- Knowledge and application of traffic control requirements.

Requests for qualifications for construction administration/inspector construction support services (with federal funding experience) were advertised in January 2019. Statements of qualifications were received on February 22, 2019, and staff are currently reviewing the submittals received. Following review of the statement of qualifications, City staff will present a proposed professional services agreement with the best qualified consultant to perform the work to the City Council as part of the March 26, 2019 Unfinished Business Agenda.

ATTACHMENTS:

[Olympic Drive Construction Administration/Inspector Support Services RFQ](#)

FISCAL DETAILS: Local Funds for MUNIS Project #00596. Costs are variable and not able to be predicted at this time.

Fund Name(s): Capital Construction Fund

Coding:

CITY OF BAINBRIDGE ISLAND NOTICE TO CONSULTANTS FOR OLYMPIC DRIVE NON-MOTORIZED IMPROVEMENTS

The CITY OF BAINBRIDGE ISLAND solicits interest from consulting firms with expertise in Construction Management. This agreement will be for approximately 6 MONTHS in duration with the option for the CITY OF BAINBRIDGE ISLAND to extend it for additional time and money if necessary.

The CITY OF BAINBRIDGE ISLAND reserves the right to amend terms of this “Request for Qualifications” (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

Project Description

The work to be performed by the CONSULTANT consists of Construction administration for the Olympic Drive Non-Motorized Improvement Project. The proposed project includes pavement restoration of existing vehicular travel lanes, the addition of shoulder improvements to accommodate pedestrian and cyclists, signage, pavement markings, a wall on one side of the street, installation of a water main and abandonment of the existing asbestos main, traffic signal improvements, and associated drainage improvements. The extent of the work on Olympic Drive includes the intersection at Winslow south to just south of Harborview. A portion of the project extends down Harborview to replace the watermain to the waterfront trail head. The project also includes coordination with Puget Sound Energy to move several poles.

The consultant services for this project require the following qualifications/expertise and the criteria for evaluation will be based on the following:

- Qualifications of Proposed Project Manager-Inspector, their experience, and references
- Qualifications/ Expertise of the Firm in the following areas:
 - Knowledge and use of regulations and processes for Federal and State funded and LAG requirements during construction
 - Working knowledge of WSDOT’s Standard Specifications for Road, Bridge, and Municipal Construction and materials manual 2018 Edition
 - Knowledge to perform Submittal Review, Approvals, Auditing and quality assurance
 - Ability to assemble Progress estimates and payment documentation and Prevailing wage Requirements
 - Knowledge of Equal Opportunity requirements (DBE)
 - Knowledge of Material and workmanship acceptance
 - NHS testing
 - Knowledge of Environmental Regulations
 - Knowledge and application of Traffic Control requirements

The CITY OF BAINBRIDGE ISLAND reserves the right to retain the services of the successful firm(s) for any subsequent phases CONSTRUCTION MANAGEMENT associated with this project.

Submittal

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

Please submit FOUR copies of your Statement of Qualifications to: PATRICIA JENKINS, CITY OF BAINBRIDGE ISLAND, 280 MADISON AVE N., BAINBRIDGE ISLAND, WA, 98110 no later than 10:00 a.m. on February 22, 2019. Submittals will not be accepted after that time and date. Any questions regarding this project should be directed to PATRICIA JENKINS at 206-780-3746.

Americans with Disabilities Act (ADA) Information

The CITY OF BAINBRIDGE ISLAND in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing PATRICIA JENKINS at PJENKINS@BAINBRIDGEWA.GOV or by calling collect 206-780-3746.

Title VI Statement

The CITY OF BAINBRIDGE ISLAND in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

Dates of publication in the Bainbridge Island Review: February 1st and 8th, 2019



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:15 PM) 2019 Shore Friendly Program Request for Grant Proposals - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to forward authorization for staff to submit a proposal in response to the 2019 Shore Friendly Program Request for Grant Proposals for approval with the March 26, 2019 Consent Agenda.

SUMMARY:

Staff is requesting authorization to apply for grant funding through the 2019 Shore Friendly Program. It is likely the City will partner with Kitsap County on a single grant application.

FISCAL IMPACT:

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

BACKGROUND:

The Shore Friendly Program is a brand developed to encourage forgoing or removing shoreline armor and is grounded in social marketing research conducted in the Puget Sound. The program is a partnership among Washington Department of Fish and Wildlife, Washington Department of Natural Resources, and National Estuary Program funding. The Shore Friendly Program is part of Puget Sound's Estuary and Salmon Restoration Program (ESRP), a process-based ecosystem restoration and protection program.

The Shore Friendly Program seeks to:

- Reduce shoreline armor and restore habitat.
- Engage and inspire behavior change by private landowners and communities through grant incentives.
- Fund project sites with the greatest ecological gain while also supporting community engagement.

Grants are available for local “Shore Friendly” eligible organizations in order to initiate new programs or continue existing programs that provide incentives and support to Puget Sound marine shoreline residential landowners. These programs will incentivize landowners to voluntarily remove armoring, forgo armoring, build new homes back further than required, and/or use soft shore alternatives. Programs must target on-the-ground projects with landowners to remove or forgo hard armoring, and strive to produce measurable results in terms of a reduction in armoring.

The Department of Planning and Community Development budget and work plan include enhanced efforts around shoreline stewardship. This outside funding would significantly expand the City’s capacity and further our efforts on shoreline stewardship efforts and the Shoreline Master Program Restoration Plan.

The deadline for applications is April 15, 2019.

ATTACHMENTS:

[2019 Shore Friendly Program RFP](#)

FISCAL DETAILS: Matching grant dollars are not required. However, applicants are expected to demonstrate the intent and capacity to continue program activities beyond the grant funding period.

Fund Name(s):

Coding:

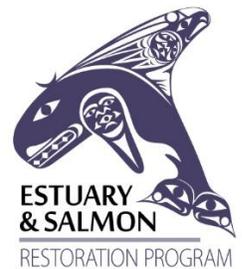
**Shore Friendly
Program**



**REQUEST FOR
GRANT
PROPOSALS:**

*Local Shore Friendly
Programs*

January 31, 2019



Local Shore Friendly Programs

REQUEST FOR GRANT PROPOSALS

Contents

Important Dates	2
Overview	3
Program scope.....	5
Funding Information.....	6
Proposal submittal	8
Proposal Review Process	11
Questions	14

IMPORTANT DATES

January 31, 2019	Request for grant proposals released
February 28, 2019	Questions due for Q&A document
Mid – March 2019	Q&A document posted
April 15, 2019	Proposals due at 12:00 p.m. (PST)
May 1 – 10, 2019	Applicant presentations to review team
May 2019	Announce selected programs
June 1 – August 31, 2019 <i>Approximately</i>	Grant agreements negotiated and awarded
July 1, 2019 – June 30, 2021	Initial contract implementation
July 1, 2019 – June 30, 2025 <i>Approximately</i>	Program implementation

This grant opportunity is provided by the Estuary and Salmon Restoration Program’s (ESRP) Shore Friendly program led by the Washington Department of Fish and Wildlife (WDFW) and the Recreation and Conservation Office (RCO). ESRP is funded by the Washington State Legislature to restore Puget Sound nearshore ecosystem function and is recognized as an ongoing program in the Puget Sound Action Agenda.

WDFW reserves the right to amend this solicitation for administrative or technical purposes, or to make no awards. Application materials and amendments are posted on the ESRP website at http://www.pugetsoundnearshore.org/esrp/application_materials.html. **Please check this site periodically for updates.**

Purpose

The purpose of this Request for Proposals is to initiate new or expand existing programs that provide incentives to Puget Sound shoreline residential landowners to voluntarily remove shoreline armor, forgo armoring, build new homes further back from the shoreline than required, and/or use soft shore armor replacement alternatives when stabilization is required to protect landward structures. Programs must target on-the-ground projects with landowners to remove or forgo hard armoring, and strive to produce measurable results in terms of a reduction in armoring. Programs must also be consistent with the results and recommendations of an existing social marketing strategy and demonstrate how it will be utilized. Please see the ESRP [website](#) for social marketing strategy resources developed specifically for the Shore Friendly program. This grant opportunity is focused only on **residential marine shoreline landowners in the Puget Sound**.

Background

Beach Systems

Shoreline armoring, including bulkheads (seawalls) and rock revetments, interferes with ecological processes that create and maintain shoreline habitat. Substantial benefits are derived by restoring or protecting sources of sand and gravel that supply Puget Sound beaches, or removing barriers to sediment transport in large beach systems. Throughout the Puget Sound region, residential clearing and shoreline stabilization, coupled with the impacts of sea level rise, affect the sustainability of nearshore processes and threaten high value habitat, including areas where forage fish spawn. Reducing the amount of armored shoreline is critical to Puget Sound recovery. It is one of the ecosystem recovery targets described in the [Puget Sound Action Agenda](#). In many cases, alternatives to hard shoreline armoring are available that reduce impacts on beach habitat and offer protection of shoreline property, where needed.

Social Marketing

Social marketing is a process that uses marketing principles and techniques to influence behavior change in target audiences that will benefit society as well as individuals. It focuses on changing behaviors by overcoming the barriers to the behavior, achieving desired benefits, then measuring the impacts of the social marketing efforts. Social marketing strategies that encourage voluntary stewardship among shoreline landowners can be used to complement regulatory, education, restoration, and other efforts that seek to protect Puget Sound beaches.

The *Social Marketing Strategy to Reduce Puget Sound Shoreline Armoring (SMS)* project, completed in 2014, was developed to identify how to support landowners in reducing hard shoreline armoring on their residential properties along Puget Sound's marine shorelines. It describes how to overcome barriers and motivate landowners to voluntarily choose alternatives to hard armoring. It included extensive audience research and identified approaches, messages, and incentives that can motivate residential shoreline landowners. In the project, residential shoreline landowners were divided into nine segments based on the characteristics of their property including presence of armor, home presence, and erosion potential. Appropriate strategies were identified for each segment.

Shore Friendly

A key recommendation of the SMS was to develop a Puget Sound region-wide Shore Friendly campaign using consistent messages and approaches that can be tailored and implemented by independent organizations at a local level. This consistency will support changing social norms around shoreline armoring across Puget Sound. Although all grant recipients must demonstrate how they will use Shore Friendly in their proposed programs, the approach is flexible and can be integrated into existing programs and adapted to local needs.

Eligibility

Program applicants may be local, state or tribal governments, Puget Sound conservation districts, and non-governmental organizations. Shore Friendly programs must focus on residential marine shoreline properties along Puget Sound, including Hood Canal and the Strait of Juan de Fuca. Freshwater shoreline properties are not eligible.

Program Period

Successful programs will be awarded a six-year agreement that identifies the local shore friendly program as eligible to receive funding through this opportunity, as well as a two-year funding contract to complete activities between July 2019 and June 2021, depending on funding availability. Additional grant funds will be awarded during the six-year agreement as funding allows. Initial contract work must be completed by June 30, 2021. See Funding Information for details.

Definitions

The following are definitions of terms for the purposes of this grant opportunity.

- **Shoreline armoring:** Structures that are typically rigid and permanent, and are placed on the upper beach and at the toe of bluffs typically to stabilize the shoreline and reduce erosion. Hard armoring is referred to using a variety of terms in the Puget Sound region, including bulkhead, seawall, revetment, and rockery.
- **Soft shore alternatives:** Shoreline protection designs that use indigenous materials such as gravel, sand, or logs in designs that have some degree of flexibility, mimicking natural processes. They typically entail applying beach nourishment, large logs, or both, to beach/storm berms to buffer erosion, re-sloping/re-grading bluffs that are actively eroding, and various combinations of the these techniques to reduce shore erosion with minimal impacts to nearshore ecosystem processes.
- **Incentive:** A monetary or non-monetary benefit or service provided to overcome specific barriers and/or motivate desired behaviors.

Program Design

Grants will be provided to initiate new or expand existing programs that provide incentives to residential marine shoreline landowners to voluntarily remove armoring, forgo armoring, build new homes further back from the shoreline than required, and/or use soft shore alternatives. Although programs can be tailored to the unique communities across Puget Sound, successful proposals will be designed to implement the results and recommendations of the SMS project or other existing local social marketing strategies or research that focuses on reducing shoreline armoring. If resources other than the SMS project are used to inform a proposal, applicants should clearly describe those resources. Applicants are encouraged to review all project materials available on the [ESRP's website](#).

Proposals must integrate the Shore Friendly brand and messaging focused on helping landowners reduce hard shoreline armor while addressing concerns about erosion risk. Co-branding with current programs and local adaptation is allowed. Successful applicants will be provided brand guidelines and sample materials for their use. Please visit [ShoreFriendly.org](#) for more information about Shore Friendly.

For a given geographic area, Shore Friendly Program applicants are encouraged to strategically collaborate with other partner organizations to develop a joint proposal that demonstrates programmatic efficiencies while prioritizing the delivery of services to landowners. Competing applications for similar geographic areas are discouraged.

Key Proposal Elements

Proposals will be evaluated on a program and budget narrative, a budget worksheet, a landowner decision-support conceptual map/flowchart, and any additional supporting documents that cover five specific criteria categories; incentive program design, ecological importance to Puget Sound recovery, program readiness and probability of success, cost justification, and local and regional priority alignment. Details are provided in the Proposal Submittal and Proposal Review Process sections.

Eligible activities

Two categories of eligible activities are described below: eligible activities for state capital funds and eligible activities under non-capital funding sources (which is a current funding gap). Both types of activities should be addressed in the proposal as is necessary to achieve the proposed program's vision for the protection, restoration, and improvement of beach processes through shoreline armor prevention or removal.

Example eligible activities (capital)

- Program administration, including coordination, data tracking and reporting;
- Direct monetary incentives for landowners, which may include:
 - Permit application costs;
 - Cost-share incentive grants for design services and construction
 - for bulkhead removal and restoration
 - for shoreline habitat improvements
- Non-monetary incentives for landowner
 - Technical assistance (site visits and reports from program staff, geotechnical experts, cultural resource consultants, and other relevant disciplines)
 - Permit coordination
 - Program implementation oversight

Example eligible activities (non-capital)

- Landowner/community workshops and engagement activities
- Influencer (contractors, real estate agents, others) workshops
- Development and distribution of outreach materials (mailers, flyers, social media, and other relevant communication tools)
- Social marketing and behavior change research

FUNDING INFORMATION

Funding approach

ESRP is seeking proposals that describe base funding needed to efficiently implement local Shore Friendly program activities, and demonstrate how both minimum and ideal funding levels would complete prioritized activities and produce measurable results. Although the agreements will span a six-year period, funding may vary depending on Washington State legislative appropriations.

Funding history

The Puget Sound Marine and Nearshore Grant Program (PSMNGP) funded five marine landowner incentive programs with National Estuary Program (NEP) Geographic Funds beginning in 2014. These programs piloted the application of social marketing strategies and the Shore Friendly brand to local areas across Puget Sound. A subsequent PSMNGP award, as well as additional NEP funds from the Habitat Strategic Initiative, then provided opportunities for the five programs to refine and adapt their approaches. NEP funds are not intended for long-term programmatic funding. Because of the effectiveness of the Shore Friendly approach and the strong alignment with ESRP's nearshore restoration and protection goals, ESRP

decided to adopt the Shore Friendly program in order to continue this program into the future. ESRP included this support in the 2019-21 ESRP Investment Plan.

Anticipated Funding Level

WDFW's intention is to fully fund the Shore Friendly Program as is feasible; seeking to coordinate across local, state, and federal funding sources. A maximum of \$1.72 million¹ was included as part of ESRP's 2019-2021 capital funding request to support two years of local Shore Friendly program implementation. The Washington State Governor's 2019-2021 capital budget includes a recommendation to partially fund Shore Friendly programs for one year in Puget Sound through the Recreation and Conservation Office. \$810,000 (excluding funds set aside for WDFW program administration) is recommended in the WA State Governor's Capital Budget for multiple awards as of the time of this RFP. Awards will be distributed to multiple Shore Friendly programs as funding allows. The award amount will depend on its potential impact and geographic extent. WDFW will work with successful applicants to negotiate funding levels for individual Shore Friendly contracts.

Funding partnerships

The ESRP Investment Plan process can be used to identify opportunities with other state and federal partnership funding mechanisms (e.g., NOAA, SRFB, and EPA for example) as part of a coordinated investment strategy. Funding has been distributed in previous years to ESRP projects where other funding programs, core criteria, and project outcomes are in alignment.

Providing matching resources is not required, however providing matching resources could improve the overall cost-effectiveness of a proposal. In addition, the intent of this grant opportunity is to benefit Puget Sound beyond the period of grant funding. Program sponsors are expected to demonstrate the organization's intent and capacity to continue program activities beyond the funding agreement period.

Method for Reimbursement

ESRP's Shore Friendly program requires *deliverables-based* contracts, which means grantees are reimbursed the fixed price for completing specific deliverables identified in the contract. *Once the grantee has completed and provided a deliverable — and ESRP has accepted it — ESRP will reimburse the grantee for the pre-stated cost of that deliverable.*

Not all tasks, however, can be easily turned into a deliverable before payment is made, and ESRP will work with awardees to find the method that works best for the tasks in the contract.

The Recreation and Conservation Office will administer grant agreements with successful applicants. Applicants should note that after awards are announced, the grant recipient will be responsible for providing program information in RCO's [PRISM](#). ESRP will provide awardees with detailed instructions.

¹ Additionally, the full ESRP funding request would support \$500,000 in small grants, which could include support for parcel-scale shoreline projects identified through Shore Friendly efforts.

PROPOSAL SUBMITTAL

A complete proposal will include:

1. The [narrative](#) (program and budget) as provided on ESRP's website as a fillable PDF.
2. The [budget worksheet](#).
3. Landowner decision-support conceptual map/flowchart.
4. A single PDF of any additional attachments.

Please see guidance below for instructions on how to complete the application and budget documents, as well as information about providing any optional attachments. If you are including attachments, please *combine them all into a single PDF* to be provided with the application. **Be sure to provide all materials required for a complete proposal.**

1. Narrative (*fillable PDF*)

The proposal narrative will be completed in the fillable PDF template provided on [ESRP's website](#). The narrative includes each of the Shore Friendly program's screening criteria, with space to respond and create a program and budget narrative. See Proposal Review Process to review the screening criteria, and below for details regarding budget. Required items to include in the program narrative:

- Describe discrete tasks and deliverables (*specific things developed or produced*) of the proposed program so that there is a clear understanding of what would be accomplished via the grant agreement. Each task should have one or more deliverables. Include the cost per deliverable and completion date in the budget worksheet.
- Identify priority segments of the population in the local area to be served, as well as target behaviors and proposed incentive strategies. For example, a Shore Friendly program might target properties with existing hard armor in low erosion areas, and might promote armor removal with technical assistance and cost share opportunities.
- Identify mechanisms (such as conservation easements or deed restrictions) that will provide long-term protection of incentive investments in ecological benefits to Puget Sound. For example, if a program includes providing financial assistance to landowners to remove hard armor, the proposal should describe the legal mechanisms that will ensure that the benefits to Puget Sound are not lost by new hard armor being installed.
- Describe your program team
 - Summarize who would be involved with implementation of the proposed program and their respective roles. Identify the name and organization of the grant recipient, as well as anyone the grant recipient would partner with to implement the program. Clearly indicate if any partners would be sub-contractors.
- Statement of qualifications
 - Provide organizational experience relating to the proposed activities and objectives.
 - Describe how the expertise, qualifications, and knowledge of key staff (including any contracted resources) will enable them to successfully implement the program.

- Demonstrate and provide examples of successful implementation of past incentive programs by your organization in similar size, scope, and relevance to the proposed program. Describe whether and how you were able to successfully complete and manage the agreements within the original budget and schedule.

2. Budget Worksheet (MS Excel spreadsheet)

The budget worksheet and narrative document together provide a complete overview of the proposed budget. Use the information provided below to:

Provide the **total cost** for each deliverable and the cost breakdown for the objects, such as personnel, travel, etc., using the template provided. Costs of work performed by any sub-contractors/partners to the applicant must be indicated in “contractual.” Both capital and non-capital activities, separated by cost and deliverable, should be included in this worksheet in order for ESRP to accurately seek other funding sources. This budget worksheet must describe the two year funding request.

- ‘Personnel’ refers to wages and salaries for staff engaged in program implementation. Narrative should break down costs by staff type, by rates, and hours. Identify roles for program managers and key staff.
- ‘Fringe Benefits’ are those costs employers incur for providing a package of benefits beyond salary or wages, and can be described as a percentage of wage costs.
- ‘Travel’ should include the method used to calculate travel costs (mileage rate; estimated miles traveled). Costs must not exceed the Washington State per diem rates.
- ‘Equipment’ includes items with a value greater than \$5000 per unit and a useful life more than 1 year. Items with a unit cost of less than \$5000 are deemed to be supplies, pursuant to 40 CFR 31.3 and 30.2. If applicable, provide an itemized list of equipment and indicate why it is more economical to purchase rather than lease.
- ‘Supplies’ are material costs that are not equipment. Please describe quantities and unit costs of supplies.
- ‘Contractual’ costs may not be finalized at the time of application. Individual contracts should be itemized with a brief description of scope, recipient’s qualifications, the basis for the estimate (engineers estimate, firm fixed bid, etc.) and the status of the contract (bid documents prepared, RFP released, etc.).
- ‘Other’ costs should be described by the nature of the expense and the method of estimation.

The following costs are **not** eligible for funding.

- Proposal submittal costs
- Management Fees or similar charges in excess of the direct costs and indirect costs. Expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for similar costs not allowable under this agreement.
- Mitigation Requirements or obligatory compensation incurred by the sponsor or a third-party. Funding, however, may be provided for actions associated with compensation or mitigation, if those elements are above and beyond the

mitigation requirements and can be easily isolated from the required mitigation activities.

- Lobbying or litigation against Federal, State or local Governments
- Ordinary operating expenses of local government, such as the salaries and expenses of a mayor, city council member, city attorney, etc., overtime differential paid to employees of local government, and permits and fees required by federal, state, or local regulations.
- Bad debts, uncollected accounts or claims
- Alcoholic beverages
- Interest and other financial costs
- Raffle, door, or other prizes unless authorized by ESRP

Although not required, if applicable, proposals should describe in the budget (bottom of worksheet) matching dollars or resources that would be used to leverage the grant dollars, thereby improving the cost effectiveness of the program for ESRP and increasing the benefit to Puget Sound.

3. Landowner decision-support conceptual map/flowchart

Applicants must create a conceptual model or flow chart that clearly articulates the strategy that the proposed Shore Friendly Program will implement to engage landowners and achieve the goals of the program. Create a visual demonstration of the vision for the program. This **decision-support conceptual map/flowchart** of work will likely not exceed 1-2 pages in length.

4. Additional attachments (optional)

Supporting documents may be provided in order to improve reviewers' ability to evaluate proposals.

Please combine any additional attachments into a single PDF.

- A resume or curriculum vitae for program managers and key technical staff.
- Photographs or other graphics that illustrate past experience working with landowners to reduce shoreline armoring.
- Letters from partners or other stakeholders committing to contribute resources that support program success.

Submittal Format

Complete proposals should be received by **12:00 PM (Noon), Monday April 15, 2019**. *Proposals received after this time may be rejected.* Please send complete applications to: esrp@dfw.wa.gov.

All files should be decipherable when printed on standard letter size paper. These files can be delivered via one or more e-mails. Each e-mail should be less than 10 megabytes. All submittals received via e-mail will be provided with confirmation of receipt within 2 business days. WDFW is not responsible for e-mail system malfunctions or other factors which prevent successful delivery of proposals prior to the published due date. Applicants are encouraged to submit materials sufficiently in advance of deadlines, and request return receipt notification of successful e-mail message delivery.

WDFW may choose to not review or inform applicants of the completeness of applications prior to the grant opportunity close date. Proposals deemed incomplete or otherwise ineligible will not be reviewed

and evaluated, and the applicants will be notified within two business days of the ineligibility determination.

Communications regarding the submitted proposal's eligibility or evaluation will be completed by e-mail.

WDFW is not responsible for lack of response following successful e-mail transmission to the two e-mail addresses provided by the applicant.

All discussion of award funding level, scope, and program implementation schedules are preliminary until grant agreements are finalized. The applicant assumes full risks for any costs incurred prior to selection of programs and subsequent execution of grant agreements. The program description, award, and award scope may differ from the proposal.

PROPOSAL REVIEW PROCESS

Proposals will first be reviewed by ESRP staff to determine if they are responsive to this Request for Proposals. Proposals may be rejected as non-responsive if they do not include all required information and documents, and/or if the proposed program does not:

- Reflect the intent of the RFP.
- Address how efforts will result in the restoration and protection of ecosystem processes as identified by ESRP and PSNERP technical reports.
- Identify long-term protection mechanisms, if direct financial incentives to landowners are proposed.
- Meet any other stated requirements.
- Incorporate the use of the Shore Friendly campaign for relevant elements.

An advisory review panel made up of individuals with subject-matter expertise will review, evaluate, and rank responsive proposals. Eligible applicants will have the opportunity to present their proposals to the review panel in early May 2019. ESRP will then select proposals for funding.

Evaluation Criteria

Eligible proposals will be evaluated against the criteria listed below. Points will be awarded based on how well each evaluation criterion or sub-criterion is addressed.

1) Incentive Program Design (35 points)

Ideal proposals will describe a programmatic approach that has a high likelihood of leading to a reduction (through prevention or restoration) of hard armor.

Criterion	Points
Clearly identify priority segments of the population in the local area to be served, and propose incentive strategies to effectively achieve target behaviors and address the relevant barriers and motivators.	10

Describe how your program will effectively implement results and recommendations of the Social Marketing Strategy project and/or lessons learned from past program implementation, and incorporate the Shore Friendly brand.	10
Clearly identify how your program effectiveness will be measured using appropriate measures/monitoring, and will build performance measurement and adaptive management into the scope of work.	10
Describe a clear vision for continuing and adapting the program over the six-year contract period and demonstrated commitment by entities with authority to use outcomes of the program beyond life of the grant.	5
TOTAL POINTS	35

2) Ecological Importance To Puget Sound Recovery (30 points)

Ideal programs will incorporate the best available science into the delivery of incentives to landowners.

Criterion	Points
Demonstrate how available information on ecosystem processes at the regional or local scale is incorporated into the selection of landowners to receive incentives.	10
Demonstrate an understanding of threats to Puget Sound habitat and species from shoreline armoring, and make a clear and compelling case that proposed activities and guidance to landowners would improve protection or restoration of shoreline processes identified by ESRP and PSNERP technical reports .	15
Demonstrate the integration of climate change resilience best practices into the program design, such as how this information will inform selection of landowners to receive incentives.	5
TOTAL POINTS	30

3) Program Readiness & Probability of Success (20 Points)

Ideal programs will be poised to implemented quickly and have a strong track record of successfully delivering marine landowner incentives.

Criterion	Points
Describe how key program staff have the expertise and qualifications to successfully accomplish tasks and activities, as well as demonstrated relevant experience.	5
Demonstrate successes in developing and implementing site-specific landowner incentive programs.	5
Explain how proposed partnerships are effective and will contribute to achieving program goals.	5
Provide a program activities schedule that is realistic and can be achieved by June 30, 2021. Demonstrate a readiness to proceed and to implement priority program activities.	5
TOTAL POINTS	20

4) Cost Justification (10 points)

Ideal programs will have clear budgets that are appropriate for the type of actions proposed in the given location.

Criterion	Points
Describe a complete budget that provides a fair estimate of all elements required for successful implementation of proposed activities.	5
Explain how non-state funding sources are leveraged to maximize landowner engagement and participation in site-scale incentive activities.	5
TOTAL POINTS	10

5) Local and Regional Priority Alignment (5 Points)

Ideal programs will address priorities identified in local and regional planning documents.

Criterion	Points
Describe how the proposal is consistent with Local Integrating Organization (LIO) Plans or other local priorities.	5
TOTAL POINTS	5

QUESTIONS

Questions about this grant opportunity should be sent to esrp@dfw.wa.gov. Questions received by February 28, 2019 will be answered and responses posted on the ESRP Grant Application and Material page: http://www.pugetsoundnearshore.org/esrp/application_materials.html. Any other communication will be considered unofficial and non-binding. Applicants are to rely on written statements issued by the ESRP.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:25 PM) Schedule a Public Hearing on Ordinance No. 2019-10, Related to the Extending the Moratorium on Certain Development Activities - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to schedule a public hearing on March 26, 2019, related to Ordinance No. 2019-10, which would extend the moratorium on certain development activities for 180 days.

SUMMARY:

This item is to schedule a public hearing on a proposed ordinance, Ordinance No. 2019-10, to extend the existing moratorium on certain development activities for 180 days. The current moratorium is set to expire on April 8, 2019. The proposed ordinance will be available with the official notice that will be published regarding the public hearing.

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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:30 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 19, 2019
- C. City Council Regular Business Meeting Minutes, February 26, 2019
- D. Design Review Board 2018 Annual Report and 2019 Work Plan
- E. Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan
- F. Historic Preservation Commission 2018 Annual Report and 2019 Work Plan
- G. 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
- H. Sustainable Transportation Request for Qualifications
- I. Ordinance No. 2019-05 Revising the BIMC Sewer Code to Allow a Limited Number of Onsite Systems in Sewer Service Areas

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: March 12, 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 03-13-19.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: February 25, 2019 - March 11, 2019
CITY COUNCIL: February 26, 2019 - March 12, 2019

Last check from previous run: 349889 dated 2/27/19 issued to Zee Medical Service in the amount of \$257.36

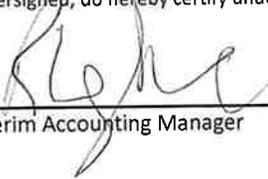
Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	2/25/19	332	WA State DOR/Excise taxes - January 2019	5,810.16
ACH	2/26/19	333	COBI/Utility billing - February 2019	3,890.67
ACH	2/26/19	334	WA State DOL/Concealed weapon permits - February 2019	270.00
VOID	9/26/18	348567	Dennis Martin/Payee deceased - check to be reissued	N/A
VOID	10/10/19	348746	Chance Wales/Lost check	N/A
VOID	12/12/18	349288	Chance Wales/lost check	N/A
Manual	2/25/19	349890	BI Lodging Association/Q4 2018 LTAC	13,057.29
Manual	2/25/19	349891	BI Museum of Art/EX/2018 Cultural funding and Q3-4 2018 LTAC	17,659.75
Manual	2/25/19	349892	Pitney Bowes/Postage meter refill	5,000.00
Manual	2/26/19	349893	Chance Wales/BLD20892 Surety deposit refund	1,550.72
Manual	2/26/19	349894	EX/Bainbridge Arts & Crafts/Q4 2018 cultural funding	3,750.00
Manual	2/26/19	349895	CenturyLink/Weaver PRV water telemetry	58.32
Manual	2/26/19	349896	Puget Sound Energy/Green power contract - February 2019	903.43
Manual	2/27/19	349897	ENG/Contract Land Staff/Wyatt & Madison Roundabout, Olympic Dr	22,439.86
Manual	2/28/19	349898	EX/Housing Resources/Q3 2018 community funding	945.02
Manual	3/1/19	349899	LEGAL/Thomas Alpaugh/February 2019 public defender services	4,484.38
Manual	3/5/19	349900	PW/Island Hands/February janitorial services	11,394.04

Manual Checks and Electronic Disbursements	91,213.64
---	------------------

Regular Run	3/13/19	349901-350029		Regular Check Run	601,058.92
					692,272.56

Retainage Release	2/26/19	174	Anderson Construction/City Hall roof repair		1,380.68
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,


Ron Logghe, Interim Accounting Manager

Date 3/7/19

EFT - Excise Jan 2/19
Jan '19

KW
|P 1
|apcshdsb
2/2/19

02/21/2019 13:32 |CITY OF BAINBRIDGE ISLAND
fintemp |A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

332	02/25/2019	MANL	124 WA ST DEPT OF REVENU	229292	2019-01	02/21/2019	EFTJAN19	5,810.16
Invoice: 2019-01						JAN 2019 EXCISE TAXES		
				5,225.96	91421351 553000	FINANCE - SEWER - EXTRNL TAXES		
				28.76	91421351 553000	FINANCE - SEWER - EXTRNL TAXES		
				7.46	91411341 553000	FINANCE - WATER EXTRNL TAXES		
				3.15	91411341 553000	FINANCE - WATER EXTRNL TAXES		
				278.21	91431383 553000	FINANCE - SSWM - EXTRNL TAXES		
				3,967.02	91411341 553000	FINANCE - WATER EXTRNL TAXES		
				625.01	91421351 553000	FINANCE - SEWER - EXTRNL TAXES		
				-4,592.03	91411341 553000	FINANCE - WATER EXTRNL TAXES		
				8.06	52011212 531100	POLICE - C/E INVEST SUPPLIES		
				18.80	53011212 531100	PD-C/E-PATROL SUPPLIES		
				25.38	52011212 531100	POLICE - C/E INVEST SUPPLIES		
				3.33	52011212 520000	POLICE - C/E INVEST BENEFITS		
				37.15	53011212 531100	PD-C/E-PATROL SUPPLIES		
				38.45	62471591 531100	BLDG - BLDG OFFICE SUPPLIES		
				35.68	63470586 544000	CUR-DEV-ZONING-ADV		
				1.85	63470586 544000	CUR-DEV-ZONING-ADV		
				16.20	72431832 531100	ENG - SSWM PLAN SUPPLIES		
				9.95	72431831 531100	ENG - SSWM ADM SUPPLIES		
				60.21	72411341 531100	ENG - WATER ADMIN SUPPLIES		
				7.92	72011325 531100	ENG - C/E FACIL SUPPLIES		
				3.64	72011325 531100	ENG - C/E FACIL SUPPLIES		

CHECK 332 TOTAL: 5,810.16

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 5,810.16

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 5,810.16

*** GRAND TOTAL *** 5,810.16

02/21/2019 13:32
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2019 2	261	APP 402-213000					ACCOUNTS PAYABLE		5,879.73	
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH				6,364.35
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000						ACCOUNTS PAYABLE		304.36		
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		104.28		
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000						ACCOUNTS PAYABLE		75.98		
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000						ACCOUNTS PAYABLE				554.19
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH		554.19		
02/21/2019	EFTJAN19	EFTDOR				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									6,918.54	6,918.54
APP 631-130000						DUE TO/FROM CLEARING		5,810.16		
02/21/2019	EFTJAN19	EFTDOR								
APP 402-130000						DUE TO/FROM CLEARING				5,879.73
02/21/2019	EFTJAN19	EFTDOR								
APP 403-130000						DUE TO/FROM CLEARING				304.36
02/21/2019	EFTJAN19	EFTDOR								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING				104.28
02/21/2019	EFTJAN19	EFTDOR								
APP 407-130000						DUE TO/FROM CLEARING				75.98
02/21/2019	EFTJAN19	EFTDOR								
APP 401-130000						DUE TO/FROM CLEARING		554.19		
02/21/2019	EFTJAN19	EFTDOR								
SYSTEM GENERATED ENTRIES TOTAL									6,364.35	6,364.35
JOURNAL 2019/02/261 TOTAL									13,282.89	13,282.89

02/21/2019 13:32
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	261	02/21/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		104.28
001-213000					GENERAL - ACCOUNTS PAYABLE	104.28	
FUND TOTAL						104.28	104.28
401 WATER OPERATING FUND	2019	2	261	02/21/2019			
401-130000					DUE TO/FROM CLEARING	554.19	
401-213000					ACCOUNTS PAYABLE		554.19
FUND TOTAL						554.19	554.19
402 SEWER OPERATING FUND	2019	2	261	02/21/2019			
402-130000					DUE TO/FROM CLEARING		5,879.73
402-213000					ACCOUNTS PAYABLE	5,879.73	
FUND TOTAL						5,879.73	5,879.73
403 STORM & SURFACE WATER FUND	2019	2	261	02/21/2019			
403-130000					DUE TO/FROM CLEARING		304.36
403-213000					ACCOUNTS PAYABLE	304.36	
FUND TOTAL						304.36	304.36
407 BUILDING & DEVELOPMENT FUND	2019	2	261	02/21/2019			
407-130000					DUE TO/FROM CLEARING		75.98
407-213000					ACCOUNTS PAYABLE	75.98	
FUND TOTAL						75.98	75.98
631 CLEARING FUND	2019	2	261	02/21/2019			
631-130000					DUE TO/FROM CLEARING	5,810.16	
635-111100					CASH	554.19	
635-111100					CASH		6,364.35
FUND TOTAL						6,364.35	6,364.35

02/21/2019 13:32
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			104.28
401 WATER OPERATING FUND			554.19
402 SEWER OPERATING FUND			5,879.73
403 STORM & SURFACE WATER FUND			304.36
407 BUILDING & DEVELOPMENT FUND			75.98
631 CLEARING FUND		5,810.16	
	TOTAL	5,810.16	5,810.16

** END OF REPORT - Generated by Khammy Wahaus **

ACH - UB Feb' 19

KW
2/21/19
P 1
apcshdsb

02/21/2019 13:42 | CITY OF BAINBRIDGE ISLAND
fintemp | A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
333	02/26/2019	MANL	103 CITY OF BAINBRIDGE I	229203	10717FEB19	02/01/2019		ACHFEB19	60.03
						1270 MADISON			
				60.03	91011722 547500	GG-C/E-LIBRARY-COBI		WTR/SWR	
				229204	10727FEB19	02/01/2019		ACHFEB19	527.39
						1270 MADISON			
				527.39	91011722 547500	GG-C/E-LIBRARY-COBI		WTR/SWR	
				229205	11015FEB19	02/01/2019		ACHFEB19	2,416.37
						1220 DONALD PLACE			
				2,416.37	91425358 547500	GG-WWTP-WATER/SEWER			
				229206	11122FEB19	02/01/2019		ACHFEB19	349.96
						625 WINSLOW WAY			
				349.96	91011215 547500	GG-C/E-PD-COBI		WTR/SWR	
				229207	11762FEB19	02/01/2019		ACHFEB19	21.54
						WINSLOW WAY-DRINKING FNTN			
				21.54	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				229208	11805FEB19	02/01/2019		ACHFEB19	12.44
						HIGH SCHOOL & MADISON			
				12.44	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				229209	11806FEB19	02/01/2019		ACHFEB19	9.46
						MADISON & HIGH SCHOOL			
				9.46	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				229210	11982FEB19	02/01/2019		ACHFEB19	466.62
						280 MADISON AVENUE N			
				466.62	91011189 547500	GG-C/E-CITY HALL-COBI		WTR/SWR	
				229211	11983FEB19	02/01/2019		ACHFEB19	17.40
						280 MADISON AVENUE N			
				17.40	91011189 547500	GG-C/E-CITY HALL-COBI		WTR/SWR	
				229212	12754FEB19	02/01/2019		ACHFEB19	9.46
						WINSLOW WAY E			
				9.46	91011768 547500	GG-C/E-PARKS-WTR/SWR			
								CHECK	
								333 TOTAL:	3,890.67

02/21/2019 13:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 3,890.67

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	3,890.67

*** GRAND TOTAL *** 3,890.67

02/21/2019 13:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2019 2	262	APP 001-213000					GENERAL - ACCOUNTS PAYABLE		1,474.30	
02/26/2019	ACHFEB19	ACHFEB				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH				3,890.67
02/26/2019	ACHFEB19	ACHFEB				AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000						ACCOUNTS PAYABLE		2,416.37		
02/26/2019	ACHFEB19	ACHFEB				AP CASH DISBURSEMENTS JOURNAL				
							GENERAL LEDGER TOTAL		3,890.67	3,890.67
APP 631-130000						DUE TO/FROM CLEARING		3,890.67		
02/26/2019	ACHFEB19	ACHFEB								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING				1,474.30
02/26/2019	ACHFEB19	ACHFEB								
APP 402-130000						DUE TO/FROM CLEARING				2,416.37
02/26/2019	ACHFEB19	ACHFEB								
							SYSTEM GENERATED ENTRIES TOTAL		3,890.67	3,890.67
							JOURNAL 2019/02/262 TOTAL		7,781.34	7,781.34

02/21/2019 13:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsh

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	262	02/26/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		1,474.30
001-213000					GENERAL - ACCOUNTS PAYABLE	1,474.30	
					FUND TOTAL	1,474.30	1,474.30
402 SEWER OPERATING FUND	2019	2	262	02/26/2019			
402-130000					DUE TO/FROM CLEARING		2,416.37
402-213000					ACCOUNTS PAYABLE	2,416.37	
					FUND TOTAL	2,416.37	2,416.37
631 CLEARING FUND	2019	2	262	02/26/2019			
631-130000					DUE TO/FROM CLEARING	3,890.67	
635-111100					CASH		3,890.67
					FUND TOTAL	3,890.67	3,890.67

02/21/2019 13:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcsbdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			1,474.30
402 SEWER OPERATING FUND			2,416.37
631 CLEARING FUND		3,890.67	
	TOTAL	3,890.67	3,890.67

** END OF REPORT - Generated by Khammy Wahaus **

02/21/2019 13:49 |CITY OF BAINBRIDGE ISLAND
 fintemp |A/P CASH DISBURSEMENTS JOURNAL

|P 1
 |apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

334 02/26/2019 MANL 969 WA ST DEPT OF LICENS 229291 FEB19CPL 02/21/2019 ACHFA02 270.00
 Invoice: FEB19CPL FEB19 CPL TRANSMITTAL

270.00 41654860 586000 GUN PERMIT OUT

CHECK 334 TOTAL: 270.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 270.00

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 270.00

*** GRAND TOTAL *** 270.00

02/21/2019 13:49
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

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	263									
APP	650-213000		02/26/2019	ACHFA02	ACHFA			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		270.00	
APP	635-111100		02/26/2019	ACHFA02	ACHFA			CASH AP CASH DISBURSEMENTS JOURNAL			270.00
										-----	-----
GENERAL LEDGER TOTAL										270.00	270.00
APP	631-130000		02/26/2019	ACHFA02	ACHFA			DUE TO/FROM CLEARING		270.00	
APP	650-130000		02/26/2019	ACHFA02	ACHFA			DUE TO/FROM CLEARING			270.00
										-----	-----
SYSTEM GENERATED ENTRIES TOTAL										270.00	270.00
										-----	-----
JOURNAL 2019/02/263 TOTAL										540.00	540.00

02/21/2019 13:49
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631	CLEARING FUND	2019	2	263	02/26/2019			
	631-130000					DUE TO/FROM CLEARING	270.00	
	635-111100					CASH		270.00
						FUND TOTAL	270.00	270.00
650	AGENCY FUND	2019	2	263	02/26/2019			
	650-130000					DUE TO/FROM CLEARING		270.00
	650-213000					ACCOUNTS PAYABLE	270.00	
						FUND TOTAL	270.00	270.00

02/21/2019 13:49
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM

631 CLEARING FUND		270.00	
650 AGENCY FUND			270.00
	TOTAL	270.00	270.00

** END OF REPORT - Generated by Khammy Wahaus **

VOID

cc 2/22/19

K135

2-22-19

02/22/2019 14:10
cchristianson

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

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

INVOICE DTL DESC

348567	09/26/2018	VOID	163 DENNIS MARTIN	225481	07/08-2018	08/30/2018			-268.00
	Invoice: 07/08-2018					LEOFF1 FOR JUL & AUG 2018			
				-268.00	91029211 521500	POLICE - INS ADD MEDICAL COSTS			
						CHECK	348567	TOTAL:	-268.00
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			-268.00
						COUNT		AMOUNT	
				TOTAL VOIDED CHECKS		1		268.00	
								*** GRAND TOTAL ***	-268.00

Payee is deceased. Check returned by payee's widow. Payment will be ~~re~~ reissued once appropriate paperwork is returned to H.R. Invoice also voided as of 2/22/19. See attached.

02/22/2019 14:10
 cchristianson

|CITY OF BAINBRIDGE ISLAND
 |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019	2	305									
APP	001-213000		02/22/2019	348567	VOID			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			268.00
APP	635-111100		02/22/2019	348567	VOID			CASH AP CASH DISBURSEMENTS JOURNAL		268.00	
										-----	-----
GENERAL LEDGER TOTAL										268.00	268.00
APP	631-130000		02/22/2019	09/23/18	VOID			DUE TO/FROM CLEARING			268.00
APP	001-130000		02/22/2019	09/23/18	VOID			GENERAL - DUE TO/FROM CLEARING		268.00	
										-----	-----
SYSTEM GENERATED ENTRIES TOTAL										268.00	268.00
										-----	-----
JOURNAL 2019/02/305 TOTAL										536.00	536.00

02/22/2019 14:10
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 2	305	02/22/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	268.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		268.00
				FUND TOTAL	268.00	268.00
631 CLEARING FUND	2019 2	305	02/22/2019			
631-130000				DUE TO/FROM CLEARING		268.00
635-111100				CASH	268.00	
				FUND TOTAL	268.00	268.00

02/22/2019 14:10
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			268.00
631 CLEARING FUND		268.00	
	TOTAL	268.00	268.00

** END OF REPORT - Generated by Carrie L. Christianson **

02/22/2019 14:12 |CITY OF BAINBRIDGE ISLAND
cchristianson |MODIFY INVOICES

|P 1
|apinvmnt

CLERK: cchristianson

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	ERROR
					STAT	DUE DATE	INVOICE NET	
000163 72149		225481	410012018	09 635	111100 INV	08/30/2018	.00	
MARTIN, DENNIS	RMT: 3	LEOFF1	FOR JUL & AUG 2018			09/26/2018	268.00	
INVOICE: 07/08-2018								
91029211	521500	POL MEDBEN		N 1		268.00		

** END OF REPORT - Generated by Carrie L. Christianson **

02/22/2019 14:12 |CITY OF BAINBRIDGE ISLAND
 cchristianson |MODIFY INVOICES

|P 2
 |apinvmt

CLERK: cchristianson

YEAR PER	JNL	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC
2019 2 306					
APM 91029211-521500					POLICE - INS ADD MEDICAL COSTS
02/22/2019 VOID INV	000163		72149		LEOFF1 FOR JUL & AUG 2018
					1 GENERAL LEDGER TOTAL
				.00	268.00
APM 001-213000					GENERAL - ACCOUNTS PAYABLE
02/22/2019 VOID INV	000163				
					1 TOTAL
				268.00	.00
					SYSTEM GENERATED ENTRIES TOTAL
				268.00	.00
					JOURNAL 2019/02/306 TOTAL
				268.00	268.00
2019 2 306					
APM 001-292200					EXPENDITURE CONTROL
02/22/2019 VOID INV	000163				
					268.00

02/22/2019 14:12
cchristianson

|CITY OF BAINBRIDGE ISLAND
|MODIFY INVOICES

|P 3
|apinvmt

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	2019	2	306	02/22/2019	GENERAL - ACCOUNTS PAYABLE	268.00	
001-213000					EXPENDITURE CONTROL		268.00
001-292200							
FUND TOTAL						268.00	268.00

** END OF REPORT - Generated by Carrie L. Christianson **

02/26/2019 11:14 | CITY OF BAINBRIDGE ISLAND
cchristianson | A/P CASH DISBURSEMENTS JOURNAL

VOID
© 2/26/19

RL
2/25/19

| P 1
| apcshdsb

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

INVOICE DTL DESC

348746 10/10/2018 VOID 9048 CHANCE WALES & TEMRE 225790 BLD20892 09/21/2018 -1,254.00
Invoice: BLD20892 BLD20892 SURETY DEPOSIT REFUND
-1,254.00 62338 386000 SURETY DEPOSITS CUS
CHECK 348746 TOTAL: -1,254.00

349288 12/12/2018 VOID 9048 CHANCE WALES & TEMRE 227399 BLD20892-A 11/28/2018 -296.72
Invoice: BLD20892-A BLD20892 SURETY DEP REFUND
-296.72 62338 386000 SURETY DEPOSITS CUS
CHECK 349288 TOTAL: -296.72

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** -1,550.72

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	2	1,550.72

*** GRAND TOTAL *** -1,550.72

Checks were mailed to incorrect address
& never received by payee.
Affidavit forms completed & received 2/26/19.
Replacement check issued.

02/26/2019 11:14
 cchristianson

|CITY OF BAINBRIDGE ISLAND
 |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2019 2	335	APP 622-213000					ACCOUNTS PAYABLE			1,550.72
02/26/2019	348746	VOIDS				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH		1,254.00		
02/26/2019	348746	VOIDS				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH		296.72		
02/26/2019	349288	VOIDS				AP CASH DISBURSEMENTS JOURNAL				
							GENERAL LEDGER TOTAL		1,550.72	1,550.72
APP 631-130000						DUE TO/FROM CLEARING				1,550.72
02/26/2019	10/07/18	VOIDS				DUE TO/FROM CLEARING		1,550.72		
APP 622-130000						DUE TO/FROM CLEARING				
02/26/2019	10/07/18	VOIDS								
							SYSTEM GENERATED ENTRIES TOTAL		1,550.72	1,550.72
							JOURNAL 2019/02/335 TOTAL		3,101.44	3,101.44

02/26/2019 11:14
 cchristianson

|CITY OF BAINBRIDGE ISLAND
 |A/P CASH DISBURSEMENTS JOURNAL

|P 3
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	2019	2	335	02/26/2019	EXPENDABLE TRUST FUND		
					622-130000 DUE TO/FROM CLEARING	1,550.72	
					622-213000 ACCOUNTS PAYABLE		1,550.72
FUND TOTAL						1,550.72	1,550.72
631	2019	2	335	02/26/2019	CLEARING FUND		
					631-130000 DUE TO/FROM CLEARING		1,550.72
					635-111100 CASH	1,550.72	
FUND TOTAL						1,550.72	1,550.72

02/26/2019 11:14
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
622 EXPENDABLE TRUST FUND			1,550.72
631 CLEARING FUND		1,550.72	
	TOTAL	1,550.72	1,550.72

** END OF REPORT - Generated by Carrie L. Christianson **



CITY OF BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

Affidavit
Lost, Missing, or Destroyed Check

We, Chance Wales & Temre Jenkins, being first duly sworn upon oath, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 348746 dated 10/10/2018 made out to Chance Wales & Temre Jenkins in the amount of \$1,254.00 and that same has been lost, never received, or destroyed and has not been paid.

Signature

Temre Jenkins

Printed Name

Temre Jenkins

Subscribed and sworn before me this 26 day of February, 2018.

Notary Public in and for the State of: WASHINGTON

RSTH

Residing in the City of: Bainbridge Island





CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

Affidavit
Lost, Missing, or Destroyed Check

We, Chance Wales & Temre Jenkins, being first duly sworn upon oath, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 349288 dated 12/12/2018 made out to Chance Wales & Temre Jenkins in the amount of \$296.72 and that same has been lost, never received, or destroyed and has not been paid.

Signature *Temre Jenkins*
Printed Name Temre Jenkins

Subscribed and sworn before me this 26 day of February, 2018.

Notary Public in and for the State of: WASHINGTON

Residing in the City of: Bainbridge Island

B. H. H.





**City of
Bainbridge Island**
280 Madison Avenue North
Bainbridge Island, WA 98110-1812
(206) 780-8617

Vendor
Number
9048

File
Date
12/12/2018

File
Number
00349288

VOID

Two Hundred Ninety Six Dollars and 72 cents *****

CHANCE WALES & TEMRE JENKINS
6705 NE DAPPLE CT
BAINBRIDGE ISLAND WA 98110

FILE COPY

NON-NEGOTIABLE

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812 Page 1 of 1 File Number: 00349288

Invoice Date	Invoice Number	Description	Voucher	Amount
11/28/2018	BLD20892-A	BLD20892 SURETY DEP REFUND	227399	296.72
<p>IT Mail to recipient address <input type="checkbox"/> Hold for pick-up <input type="checkbox"/> Return to requestor <input type="checkbox"/></p> <p>Vendor # 9048</p> <p>Refund fees to</p> <p>Refund Invoice Amount</p> <p>Total Fees Deposited</p> <p>Original Receipt Number</p> <p>Reason for Refund</p> <p>Permit/Project Name</p> <p>18-00151</p> <p>Landscaping requirements met</p> <p>BLD20892 REV 2-Wales TR Rev-2</p> <p>Temre Jenkins and Chance Wales 2844 NE Larkette Ave Bainbridge Island, WA 98110</p> <p>Attachments: Copy of Receipt Supporting Document</p> <p>Inv#: BLD20892-A</p> <p>Doc#: address supplied return</p> <p>Brand logo & license WT Dave U Mail (US Contact Only)</p>				
Vendor No:	Vendor Name:	File No:	File Date:	File Amount:
9048	CHANCE WALES & TEMRE JENKINS	00349288	12/12/2018	296.72

KW
2/25/19

| P 1
| apcshdsb

02/25/2019 09:16 | CITY OF BAINBRIDGE ISLAND
fintemp | A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

349890	02/25/2019	PRTD	2265 BAINBRIDGE ISLAND LO	229306	COBI-0022	02/20/2019	M022519	13,057.29
Invoice: COBI-0022						Q4, 2018 LTAC		
						GG-TOUR-PROF SERVICES		

13,057.29 91140573 541100

CHECK 349890 TOTAL: 13,057.29

349891	02/25/2019	PRTD	7696 BAINBRIDGE ISLAND MU	229304	3758	12/31/2018	M022519	15,000.00
Invoice: 3758						EX/2018 CULTURAL FUNDING REIMBURSEMENT		
						EX-GF-CULTURAL ARTS & SCIENCES		

15,000.00 31011732 54110000297

229305 3769

12/31/2018 M022519 2,659.75

Invoice: 3769

Q3-4, 2018 LTAC
GG-TOUR-PROF SERVICES

2,659.75 91140573 541100

CHECK 349891 TOTAL: 17,659.75

349892	02/25/2019	PRTD	1565 PITNEY BOWES INC	229307	301448167-022019	02/20/2019	M022519	5,000.00
Invoice: 301448167-022019						POSTAGE METER REFILL		
						GG-C/E-CITY HALL-POSTAGE		

5,000.00 91011189 542500

CHECK 349892 TOTAL: 5,000.00

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 35,717.04

COUNT AMOUNT

TOTAL PRINTED CHECKS	3	35,717.04
----------------------	---	-----------

*** GRAND TOTAL *** 35,717.04

02/25/2019 09:16
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT		JNL DESC	REF 1	REF 2	LINE DESC			
EFF DATE								
2019 2	315							
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE		15,717.04	
02/25/2019		M022519	022519		AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			35,717.04
02/25/2019		M022519	022519		AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		20,000.00	
02/25/2019		M022519	022519		AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							35,717.04	35,717.04
APP 631-130000					DUE TO/FROM CLEARING		35,717.04	
02/25/2019		M022519	022519					
APP 104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G			15,717.04
02/25/2019		M022519	022519					
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			20,000.00
02/25/2019		M022519	022519					
SYSTEM GENERATED ENTRIES TOTAL							35,717.04	35,717.04
JOURNAL 2019/02/315 TOTAL							71,434.08	71,434.08

02/25/2019 09:16
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	315	02/25/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		20,000.00
001-213000					GENERAL - ACCOUNTS PAYABLE	20,000.00	
					FUND TOTAL	20,000.00	20,000.00
104 CIVIC IMPROVEMENT FUND	2019	2	315	02/25/2019			
104-130000					CIVIC IMPR DUE TO/FROM CLEAR'G		15,717.04
104-213000					CIVIC IMPR - ACCOUNTS PAYABLE	15,717.04	
					FUND TOTAL	15,717.04	15,717.04
631 CLEARING FUND	2019	2	315	02/25/2019			
631-130000					DUE TO/FROM CLEARING	35,717.04	
635-111100					CASH		35,717.04
					FUND TOTAL	35,717.04	35,717.04

02/25/2019 09:16
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			20,000.00
104 CIVIC IMPROVEMENT FUND			15,717.04
631 CLEARING FUND		35,717.04	
	TOTAL	35,717.04	35,717.04

** END OF REPORT - Generated by Khammy Wahaus **

Manual

cc 2/26/19

02/26/2019 11:33 | CITY OF BAINBRIDGE ISLAND
cchristianson | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

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

INVOICE DTL DESC

349893 02/26/2019 PRD 9048 CHANCE WALES & TEMRE 225790 BLD20892 09/21/2018 REPRINT 1,254.00
Invoice: BLD20892

1,254.00 62338 386000 BLD20892 SURETY DEPOSIT REFUND SURETY DEPOSITS CUS

227399 BLD20892-A 11/28/2018 REPRINT 296.72
Invoice: BLD20892-A

296.72 62338 386000 BLD20892 SURETY DEP REFUND SURETY DEPOSITS CUS

CHECK 349893 TOTAL: 1,550.72

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,550.72

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 1,550.72

*** GRAND TOTAL *** 1,550.72

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC			
2019 2	336	APP 622-213000					ACCOUNTS PAYABLE		1,550.72	
02/26/2019	REPRINT		REPRNT				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100							CASH			1,550.72
02/26/2019	REPRINT		REPRNT				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									1,550.72	1,550.72
APP 631-130000							DUE TO/FROM CLEARING		1,550.72	
02/26/2019	REPRINT		REPRNT							
APP 622-130000							DUE TO/FROM CLEARING			1,550.72
02/26/2019	REPRINT		REPRNT							
SYSTEM GENERATED ENTRIES TOTAL									1,550.72	1,550.72
JOURNAL 2019/02/336 TOTAL									3,101.44	3,101.44

02/26/2019 11:33
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	2019	2	336	02/26/2019			
EXPENDABLE TRUST FUND							
622-130000					DUE TO/FROM CLEARING		1,550.72
622-213000					ACCOUNTS PAYABLE	1,550.72	
					FUND TOTAL	1,550.72	1,550.72
631	2019	2	336	02/26/2019			
CLEARING FUND							
631-130000					DUE TO/FROM CLEARING	1,550.72	
635-111100					CASH		1,550.72
					FUND TOTAL	1,550.72	1,550.72

02/26/2019 11:33
cchristianson

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
622 EXPENDABLE TRUST FUND			1,550.72
631 CLEARING FUND		1,550.72	
	TOTAL	1,550.72	1,550.72

** END OF REPORT - Generated by Carrie L. Christianson **

Manual
 kw
 2/26/19
 |P 1
 |apcshdsb

02/26/2019 13:14 |CITY OF BAINBRIDGE ISLAND
 fintemp |A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
INVOICE DTL DESC								
349894	02/26/2019	PRTD	5202 BAINBRIDGE ARTS & CR	229331 Q4 2018	02/25/2019		M022619	3,750.00
	Invoice: Q4 2018				EX/Q4 2018 CULTURAL FUNDING			
				3,750.00	31011732	54110000297	EX-GF-CULTURAL ARTS & SCIENCES	
						CHECK	349894 TOTAL:	3,750.00
349895	02/26/2019	PRTD	551 CENTURLINK	229328 6124FEB19	02/16/2019		M022619	58.32
	Invoice: 6124FEB19				WEAVER PRV WATER TELEMTRY			
				58.32	91411891	542100	GG-WTR-FAC-PHONE	
						CHECK	349895 TOTAL:	58.32
349896	02/26/2019	PRTD	1205 PUGET SOUND ENERGY	229329 4376FEB19	02/19/2019		M022619	903.43
	Invoice: 4376FEB19				FEB19 - GREEN POWER CONTRACT			
				903.43	91011189	547101	ELECTRIC-GREEN POWER	
						CHECK	349896 TOTAL:	903.43
						NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***
								4,711.75
						COUNT		AMOUNT
						-----	-----	-----
						TOTAL PRINTED CHECKS	3	4,711.75
								*** GRAND TOTAL ***
								4,711.75

02/26/2019 13:14
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC					
2019 2	338	APP 001-213000					GENERAL - ACCOUNTS PAYABLE		4,653.43	
02/26/2019	M022619		022619		AP CASH DISBURSEMENTS JOURNAL					
APP 635-111100					CASH					4,711.75
02/26/2019	M022619		022619		AP CASH DISBURSEMENTS JOURNAL					
APP 401-213000					ACCOUNTS PAYABLE			58.32		
02/26/2019	M022619		022619		AP CASH DISBURSEMENTS JOURNAL					
							GENERAL LEDGER TOTAL		4,711.75	4,711.75
APP 631-130000					DUE TO/FROM CLEARING			4,711.75		
02/26/2019	M022619		022619							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING					4,653.43
02/26/2019	M022619		022619							
APP 401-130000					DUE TO/FROM CLEARING					58.32
02/26/2019	M022619		022619							
							SYSTEM GENERATED ENTRIES TOTAL		4,711.75	4,711.75
							JOURNAL 2019/02/338 TOTAL		9,423.50	9,423.50

02/26/2019 13:14
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcsbdb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	2	338	02/26/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		4,653.43
001-213000					GENERAL - ACCOUNTS PAYABLE	4,653.43	
					FUND TOTAL	4,653.43	4,653.43
401 WATER OPERATING FUND	2019	2	338	02/26/2019			
401-130000					DUE TO/FROM CLEARING		58.32
401-213000					ACCOUNTS PAYABLE	58.32	
					FUND TOTAL	58.32	58.32
631 CLEARING FUND	2019	2	338	02/26/2019			
631-130000					DUE TO/FROM CLEARING	4,711.75	
635-111100					CASH		4,711.75
					FUND TOTAL	4,711.75	4,711.75

02/26/2019 13:14
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcsdshsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		4,653.43
401 WATER OPERATING FUND		58.32
631 CLEARING FUND	4,711.75	
	<hr/>	<hr/>
	TOTAL	4,711.75

** END OF REPORT - Generated by Khammy Wahaus **

02/27/2019 15:36
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT		JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 2 385									
APP 301-213000						ACCOUNTS PAYABLE		22,439.86	
02/27/2019	M022719		022719			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			22,439.86
02/27/2019	M022719		022719			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								22,439.86	22,439.86
APP 631-130000						DUE TO/FROM CLEARING		22,439.86	
02/27/2019	M022719		022719						
APP 301-130000						DUE TO/FROM CLEARING			22,439.86
02/27/2019	M022719		022719						
SYSTEM GENERATED ENTRIES TOTAL								22,439.86	22,439.86
JOURNAL 2019/02/385 TOTAL								44,879.72	44,879.72

02/27/2019 15:36
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcsbdb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2019 2	385	02/27/2019			
301-130000				DUE TO/FROM CLEARING		22,439.86
301-213000				ACCOUNTS PAYABLE	22,439.86	
				FUND TOTAL	22,439.86	22,439.86
631 CLEARING FUND	2019 2	385	02/27/2019			
631-130000				DUE TO/FROM CLEARING	22,439.86	
635-111100				CASH		22,439.86
				FUND TOTAL	22,439.86	22,439.86

02/27/2019 15:36
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			22,439.86
631 CLEARING FUND		22,439.86	
	TOTAL	22,439.86	22,439.86

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
2/28/19

02/28/2019 10:08 | CITY OF BAINBRIDGE ISLAND
fintemp | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

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

INVOICE DTL DESC

349898 02/28/2019 PRD 268 HOUSING RESOURCES BA 229402 4260 09/30/2018 M022819 945.02
Invoice: 4260 EX/Q3 2018 COMMUNITY FUNDING

945.02 31017592 54130600297 HOMESHARE

CHECK 349898 TOTAL: 945.02

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 945.02

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 945.02

*** GRAND TOTAL *** 945.02

02/28/2019 10:08
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2019 2 388								
APP 001-213000	02/28/2019	M022819	022819			GENERAL - ACCOUNTS PAYABLE	945.02	
						AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100	02/28/2019	M022819	022819			CASH		945.02
						AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							945.02	945.02
APP 631-130000	02/28/2019	M022819	022819			DUE TO/FROM CLEARING	945.02	
APP 001-130000	02/28/2019	M022819	022819			GENERAL - DUE TO/FROM CLEARING		945.02
SYSTEM GENERATED ENTRIES TOTAL							945.02	945.02
JOURNAL 2019/02/388 TOTAL							1,890.04	1,890.04

02/28/2019 10:08
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2019 2	388	02/28/2019			
	001-130000				GENERAL - DUE TO/FROM CLEARING		945.02
	001-213000				GENERAL - ACCOUNTS PAYABLE	945.02	
					FUND TOTAL	945.02	945.02
631	CLEARING FUND	2019 2	388	02/28/2019			
	631-130000				DUE TO/FROM CLEARING	945.02	
	635-111100				CASH		945.02
					FUND TOTAL	945.02	945.02

02/28/2019 10:08
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			945.02
631 CLEARING FUND		945.02	
	TOTAL	945.02	945.02

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
3/1/19
|P 1
|apcshdsb

03/01/2019 07:42 |CITY OF BAINBRIDGE ISLAND
fintemp |A/P CASH DISBURSEMENTS JOURNAL

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

INVOICE DTL DESC

349899 03/01/2019 PRD 7849 LAW OFFICE OF THOMAS 229330 FEB19 02/14/2019 M022619 4,484.38
Invoice: FEB19 LEGAL/PUB DEF SVCS FOR FEB19
4,484.38 32011281 541113 LGL-PUBLIC DEFENDER

CHECK 349899 TOTAL: 4,484.38

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 4,484.38

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 4,484.38

*** GRAND TOTAL *** 4,484.38

03/01/2019 07:42
 fintemp

{CITY OF BAINBRIDGE ISLAND
 |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 3	3								
APP 001-213000	03/01/2019	M022619	022619			GENERAL - ACCOUNTS PAYABLE		4,484.38	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	03/01/2019	M022619	022619			CASH			4,484.38
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								4,484.38	4,484.38
APP 631-130000	03/01/2019	M022619	022619			DUE TO/FROM CLEARING		4,484.38	
APP 001-130000	03/01/2019	M022619	022619			GENERAL - DUE TO/FROM CLEARING			4,484.38
SYSTEM GENERATED ENTRIES TOTAL								4,484.38	4,484.38
JOURNAL 2019/03/3							TOTAL	8,968.76	8,968.76

03/01/2019 07:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdab

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 3	3	03/01/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		4,484.38
001-213000				GENERAL - ACCOUNTS PAYABLE	4,484.38	
				FUND TOTAL	4,484.38	4,484.38
631 CLEARING FUND	2019 3	3	03/01/2019			
631-130000				DUE TO/FROM CLEARING	4,484.38	
635-111100				CASH		4,484.38
				FUND TOTAL	4,484.38	4,484.38

03/01/2019 07:42
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			4,484.38
631 CLEARING FUND		4,484.38	
	TOTAL	4,484.38	4,484.38

** END OF REPORT - Generated by Khammy Wahaus **

Manual

KW
3/5/19

03/05/2019 10:11 |CITY OF BAINBRIDGE ISLAND
fintemp |A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdab

CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

349900 03/05/2019 PRD 8646 ISLAND HANDS 229502 17449 02/28/2019 M030519 1,665.25
Invoice: 17449 PW/2017-2020 JANITORIAL CONTRACT

1,615.29 73011183 54110000269 JANITORIAL CONTRACT-PRO SVCS
49.96 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

Invoice: 17450 229503 17450 02/28/2019 M030519 9,728.79
PW/2017-2020 JANITORIAL CONTRACT

9,436.93 73011183 54110000269 JANITORIAL CONTRACT-PRO SVCS
291.86 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

CHECK 349900 TOTAL: 11,394.04

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 11,394.04

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 11,394.04

*** GRAND TOTAL *** 11,394.04

03/05/2019 10:11
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
EFF DATE								
2019 3	35							
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		11,052.22	
03/05/2019	M030519	030519			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			11,394.04
03/05/2019	M030519	030519			AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000					ACCOUNTS PAYABLE		341.82	
03/05/2019	M030519	030519			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							11,394.04	11,394.04
APP 631-130000					DUE TO/FROM CLEARING		11,394.04	
03/05/2019	M030519	030519						
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			11,052.22
03/05/2019	M030519	030519						
APP 402-130000					DUE TO/FROM CLEARING			341.82
03/05/2019	M030519	030519						
SYSTEM GENERATED ENTRIES TOTAL							11,394.04	11,394.04
JOURNAL 2019/03/35 TOTAL							22,788.08	22,788.08

03/05/2019 10:11
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 3	35	03/05/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		11,052.22
001-213000				GENERAL - ACCOUNTS PAYABLE	11,052.22	
				FUND TOTAL	11,052.22	11,052.22
402 SEWER OPERATING FUND	2019 3	35	03/05/2019			
402-130000				DUE TO/FROM CLEARING		341.82
402-213000				ACCOUNTS PAYABLE	341.82	
				FUND TOTAL	341.82	341.82
631 CLEARING FUND	2019 3	35	03/05/2019			
631-130000				DUE TO/FROM CLEARING	11,394.04	
635-111100				CASH		11,394.04
				FUND TOTAL	11,394.04	11,394.04

03/05/2019 10:11
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		11,052.22
402	SEWER OPERATING FUND		341.82
631	CLEARING FUND	11,394.04	
	TOTAL	11,394.04	11,394.04

** END OF REPORT *- Generated by Khammy Wahaus **

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

								CHECK 349902 TOTAL:	422.76
349903	03/13/2019	PRTD	8991 ALLIANCE 2020, INC	229335	567249	01/31/2019		03/10/19	132.40
			Invoice: 567249						
				132.40	33011161 541100				
								CHECK 349903 TOTAL:	132.40
349904	03/13/2019	PRTD	8672 ALLSTREAM	229436	15949948	03/01/2019		03/10/19	941.07
			Invoice: 15949948						
				941.07	41637891 542100				
								CHECK 349904 TOTAL:	941.07
349905	03/13/2019	PRTD	4739 AMERICAN LEGION - CO	229396	190301	02/21/2019		03/10/19	90.00
			Invoice: 190301						
				90.00	31011256 545500				
								CHECK 349905 TOTAL:	90.00
349906	03/13/2019	PRTD	29 AMERICAN WATER WORKS	229437	7001653681	03/01/2019		03/10/19	1,471.00
			Invoice: 7001653681						
				1,471.00	73637892 549100				
								CHECK 349906 TOTAL:	1,471.00
349907	03/13/2019	PRTD	4710 ASSOCIATED PETROLEU	229336	1383440-IN	02/14/2019		03/10/19	2,713.69
			Invoice: 1383440-IN						
				2,713.69	73638893 532000				
				229337	1381893-IN	02/13/2019		03/10/19	1,682.25
			Invoice: 1381893-IN						
				1,682.25	73638893 532000				
				229338	1381892-IN	02/13/2019		03/10/19	1,205.48
			Invoice: 1381892-IN						
				1,205.48	73638932 532000				
				229339	1382999-IN	02/07/2019		03/10/19	834.76
			Invoice: 1382999-IN						
				834.76	91011897 547200				
				229340	1381328-IN	02/07/2019		03/10/19	935.89
			Invoice: 1381328-IN						
				935.89	73638893 532000				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

				229341	1381329-IN	02/07/2019		03/10/19	406.18
Invoice: 1381329-IN				406.18	73638932 532000	PW/150 GAL REGULAR FUEL			
						O&M-FUEL ALLOC TO OTH DEPTS			
				229342	1381095-IN	02/05/2019		03/10/19	813.11
Invoice: 1381095-IN				813.11	73638893 532000	PW/300 GAL DIESEL FUEL			
						O&M-FUEL USE-ALLOCATION			
				229343	1381096-IN	02/05/2019		03/10/19	548.65
Invoice: 1381096-IN				548.65	73638932 532000	PW/252 GAL REGULAR FUEL			
						O&M-FUEL ALLOC TO OTH DEPTS			
				229344	1378764-IN	01/31/2019		03/10/19	621.62
Invoice: 1378764-IN				621.62	73638932 532000	PW/260 GAL REGULAR FUEL			
						O&M-FUEL ALLOC TO OTH DEPTS			
				229345	1377048-IN	01/29/2019		03/10/19	658.39
Invoice: 1377048-IN				658.39	73638932 532000	PW/321 GAL REGULAR FUEL			
						O&M-FUEL ALLOC TO OTH DEPTS			
				229346	1377047-IN	01/29/2019		03/10/19	434.66
Invoice: 1377047-IN				434.66	73638893 532000	PW/150 GAL DIESEL FUEL			
						O&M-FUEL USE-ALLOCATION			
							CHECK	349907 TOTAL:	10,854.68
349908	03/13/2019	PRTD	7821 AUS WEST LOCKBOX	229224	1991093796	01/31/2019		03/10/19	53.99
Invoice: 1991093796				53.99	73638893 589310	PW/LAUNDRY SERVICES			
						LAUNDRY SERVICES			
				229398	1991124149	02/21/2019		03/10/19	53.99
Invoice: 1991124149				53.99	73638893 589310	PW/LAUNDRY SVCS			
						LAUNDRY SERVICES			
				229400	19911114061	02/14/2019		03/10/19	53.99
Invoice: 19911114061				53.99	73638893 589310	PW/LAUNDRY SVCS			
						LAUNDRY SERVICES			
							CHECK	349908 TOTAL:	161.97
349909	03/13/2019	PRTD	2138 ASPECT CONSULTING LL	229481	13354	02/15/2019		03/10/19	24,756.71
Invoice: 13354				24,756.71	01131 316100	FIN/B&O TAX REFUND			
						B&O TAX			
							CHECK	349909 TOTAL:	24,756.71
349910	03/13/2019	PRTD	6492 ASSOCIATED EARTH SCI	229438	047704	02/28/2019		03/10/19	1,622.95
Invoice: 047704				1,622.95	72655860 58600000370	ENG/3RD PARTY GEOTECHNICAL REVIEW			
						GEO TECCH-3RD PARTY REVIEWS			

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK 349910 TOTAL:									1,622.95
349911	03/13/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	229309	106473	02/01/2019		03/10/19	716.86
Invoice: 106473						FIN/STATEMENT PREP AND MAIL			
				152.05	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				152.06	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				206.37	91411891 542500	GG-WTR-FAC-POSTAGE			
				206.38	91421891 542500	GG-SWR-FAC-POSTAGE			
CHECK 349911 TOTAL:									1,017.69
				229439	106807	02/19/2019		03/10/19	5.83
Invoice: 106807						FIN/FINAL BILL: PRINT AND MAIL			
				1.16	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				1.17	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				1.75	91411891 542500	GG-WTR-FAC-POSTAGE			
				1.75	91421891 542500	GG-SWR-FAC-POSTAGE			
				229508	BAIN1902983	02/28/2019		03/10/19	295.00
Invoice: BAIN1902983						FIN/PHONE & WEB PYMT SVCS			
				147.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				147.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
CHECK 349912 TOTAL:									1,992.53
349912	03/13/2019	PRTD	47 BAINBRIDGE DISPOSAL	229482	0000841674	02/28/2019		03/10/19	1,589.07
Invoice: 0000841674						CITYWIDE DISPOSAL SVCS FEB19			
				143.25	91011215 547900	GG-C/E-PD-GARBAGE			
				446.20	91011768 547900	GG-C/E-PARKS-GARBAGE			
				332.83	91425358 547900	GG-WWTP-GARBAGE (NOT BIOSOLIDS)			
				666.79	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
				229483	0000841874	02/28/2019		03/10/19	347.39
Invoice: 0000841874						C.H. DISPOSAL SVC FEB19			
				347.39	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
				229484	0000841934	02/28/2019		03/10/19	56.07
Invoice: 0000841934						BIG BELLY DISP SVC FEB19			
				56.07	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
CHECK 349913 TOTAL:									196.15
349913	03/13/2019	PRTD	54 BAINBRIDGE RENTAL IN	229225	CON# 44700	02/15/2019		03/10/19	196.15
Invoice: CON# 44700						PW/STRAIGHT HEDGE TRIMMER			
				196.15	73111427 531100	OFFICE SUPPLIES			
				229226	CON# 44699	02/15/2019		03/10/19	98.03
Invoice: CON# 44699						PW/STORM RESPONSE SUPPLIES			
				98.03	73111252 53110001000	2019 STORM RESP-STRT-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 NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 349918 TOTAL:	38.73
349919	03/13/2019	PRTD	5412 BENEFIT ADMINISTRATI	229485	1902513	02/28/2019		03/10/19	250.80
			Invoice: 1902513					FSA/HSA SERVICES FEB19	
				27.59	21011125 520000			COURT - BENEFITS	
				45.14	31011131 520000			EX-GF-BEN	
				35.11	41011141 520000			FIN - C/E ADMIN BENEFITS	
				22.57	51011211 520000			PD-C/E ADMIN-BENEFITS	
				35.11	61011581 520000			PCD - C/E ADMIN BENEFITS	
				80.26	71011321 520000			PW - C/E BENEFITS	
				5.02	81011881 520000			IT - C/E ADMIN BENEFITS	
								CHECK 349919 TOTAL:	250.80
349920	03/13/2019	PRTD	50 BAINBRIDGE ISLAND EL	229440	PAYREQ1-791	02/21/2019	21800107	03/10/19	7,593.41
			Invoice: PAYREQ1-791					PW/HVAC SOFTWARE CONTROLS UPGRADE	
				7,593.41	73011183 54810000791			CH HVAC SOFTWARE UPGRD-R&M	
								CHECK 349920 TOTAL:	7,593.41
349921	03/13/2019	PRTD	314 BAINBRIDGE ISLAND FI	229498	FSS 2019	02/25/2019		03/10/19	180,000.00
			Invoice: FSS 2019					POL/2019 FIRE SAFETY SERVICES	
				180,000.00	51011223 551000			PD-C/E-FIRE PREVENTION-IG SVCS	
								CHECK 349921 TOTAL:	180,000.00
349922	03/13/2019	PRTD	314 BAINBRIDGE ISLAND FI	229296	WABO2019	02/20/2019		03/10/19	225.00
			Invoice: WABO2019					REFUND: WABO FEES PD TO COBI	
				225.00	47148 369920			OTHER MISC REV (INCL NSF)	
								CHECK 349922 TOTAL:	225.00
349923	03/13/2019	PRTD	64 BAINBRIDGE ISLAND AR	229529	1874	03/01/2019		03/10/19	1,000.00
			Invoice: 1874					EX/SOMETHING NEW PH1 AWARD WINNER	
				1,000.00	31024759 54110000877			SOMETHING NEW PH1-PROF SVCS	
								CHECK 349923 TOTAL:	1,000.00
349924	03/13/2019	PRTD	5923 THE BLOEDEL RESERVE	229530	01/31/19	01/31/2019		03/10/19	7,500.00
			Invoice: 01/31/19					EX/COBI CULTURAL FUNDING Q1-4 2018	
				7,500.00	31011732 54110000297			EX-GF-CULTURAL ARTS & SCIENCES	
								CHECK 349924 TOTAL:	7,500.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 349931 TOTAL:	4,041.61
349932	03/13/2019	PRTD	102 CITY OF BAINBRIDGE I	229446	RETREQ1-791	02/21/2019	21800108	03/10/19	843.71
			Invoice: RETREQ1-791					PW/HVAC SOFTWARE UPGRADE-RET	
				843.71	73011183 54810000791			CH HVAC SOFTWARE UPGRD-R&M	
								CHECK 349932 TOTAL:	843.71
349933	03/13/2019	PRTD	103 CITY OF BAINBRIDGE I	229509	21900047	03/05/2019		03/10/19	70.92
			Invoice: 21900047					PW/FEB 2019 WELL WATER USE	
				28.16	73111290 547500			O&M-STREET-ADM OH-CITY WTR/SWR	
				42.76	73431835 547500			O&M-SSWM MAINT-CITY WTR/SWR	
								CHECK 349933 TOTAL:	70.92
349934	03/13/2019	PRTD	9144 CKCB MADISON AVENUE	229511	PLN50958	03/05/2019		03/10/19	877.05
			Invoice: PLN50958					PCD/REFUND OF 3RD PARTY GEOTECH REVIEW PLN50958	
				877.05	65538 38600000370			GEO TECH 3RD PARTY REVIEWS	
								CHECK 349934 TOTAL:	877.05
349935	03/13/2019	PRTD	51 BAINBRIDGE ISLAND	229297	69964	02/21/2019		03/10/19	50.00
			Invoice: 69964					OUT COURT TICKET - ABRAHAMSON	
				50.00	01136 369915			COURT FINES PD AT CITY HALL	
								CHECK 349935 TOTAL:	50.00
349936	03/13/2019	PRTD	112 CODE PUBLISHING COMP	229447	62684	02/20/2019		03/10/19	2,156.25
			Invoice: 62684					EXCC/MUNI CODE WEB UPDATE	
				2,156.25	36011143 541100			CLERK-C/E-PROF SVCS	
								CHECK 349936 TOTAL:	2,156.25
349937	03/13/2019	PRTD	4513 WASTE MANAGEMENT	229374	0049011-2588-2	02/01/2019		03/10/19	54.41
			Invoice: 0049011-2588-2					PW/LATE PYMT FEE FOR INV 48683	
				54.41	73435838 54790000618			DECANT SPOILS DISPOSAL	
				229512	0049122-2588-7	02/15/2019		03/10/19	181.85
			Invoice: 0049122-2588-7					PW/LATE PYMT FEE FOR INV 48905	
				181.85	73435838 54790000618			DECANT SPOILS DISPOSAL	
								CHECK 349937 TOTAL:	236.26

03/06/2019 09:45 |CITY OF BAINBRIDGE ISLAND
 fintemp |A/P CASH DISBURSEMENTS JOURNAL

|P 10
 |apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

349938	03/13/2019	PRTD	8564 WILLIAM E COOPER	229351	2-2019	02/26/2019		03/10/19	134.00
	Invoice: 2-2019					LEOFF 1 REIMBURSEMENT JAN19			
				134.00	91029211 521500	POLICE - INS ADD MEDICAL COSTS			
						CHECK	349938	TOTAL:	134.00
349939	03/13/2019	PRTD	142 COPIERS NORTHWEST IN	229352	INV1909029	02/22/2019		03/10/19	1,019.86
	Invoice: INV1909029					EX,FIN/CONTRACT CN24130 LEASE AND OVERAGE			
				509.93	31011131 545000	EX-GF-RENTS & LEASES			
				509.93	41011141 545000	FIN - C/E ADMIN RENTS & LEASES			
						CHECK	349939	TOTAL:	1,019.86
349940	03/13/2019	PRTD	6363 LN CURTIS & SONS	229407	INV256779	02/13/2019		03/10/19	7,700.85
	Invoice: INV256779					POL/RIFLES X5			
				7,700.85	53011212 531100	PD-C/E-PATROL SUPPLIES			
						CHECK	349940	TOTAL:	7,700.85
349941	03/13/2019	PRTD	7016 CUSTOM PRINTING	229420	8336	02/05/2019		03/10/19	179.03
	Invoice: 8336					PCD,ENG/BUSINESS CARDS: JH, EC			
				67.85	72011322 531100	ENG - C/E PLANS SUPPLIES			
				111.18	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
						CHECK	349941	TOTAL:	179.03
349942	03/13/2019	PRTD	152 DAILY JOURNAL OF COM	229448	3344742	02/13/2019		03/10/19	235.20
	Invoice: 3344742					PCD/NTC: OLYMPIC DR			
				235.20	72334951 64400000596	SR305-OLYMPIC NM-ADV			
						CHECK	349942	TOTAL:	235.20
349943	03/13/2019	PRTD	9137 DRIVER, WAYNE & MICH	229300	75751	02/22/2019		03/10/19	40.71
	Invoice: 75751					UB 12589 5778 SOLANA LANE NE			
				40.71	411 122100	WATER ACCOUNTS RECEIVABLE			
						CHECK	349943	TOTAL:	40.71
349944	03/13/2019	PRTD	672 DSC INC	229228	98809	02/06/2019		03/10/19	265.05
	Invoice: 98809					PW/HEX SOCKET, COUPLER HOSE/FITTING			
				60.41	73431835 531100	OFFICE SUPPLIES			
				204.64	73411345 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 349944 TOTAL:	265.05
349945	03/13/2019	PRTD	8816 ECOANALYSTS, INC.	229449	1874	02/20/2019		03/10/19	1,200.00
			Invoice: 1874					PW/WWTP 1Q FATHEAD MINNOW TESTING	
				1,200.00	73425358 54110000391			LAB & TESTING SVCS-WWTP	
								CHECK 349945 TOTAL:	1,200.00
349946	03/13/2019	PRTD	8996 EDINGER ASSOCIATES P	229353	5661	02/23/2019		03/10/19	225.00
			Invoice: 5661					LEGAL/PROF SVCS: FCC MATTERS	
				225.00	32011152 54111100955			LIT-CHALLENGE TO RADIO STATION	
								CHECK 349946 TOTAL:	225.00
349947	03/13/2019	PRTD	1625 EMP INDUSTRIES, INC	229319	14797	01/08/2019		03/10/19	91.77
			Invoice: 14797					PW/24" X34" ROUNDED TOP COVER	
				91.77	73011768 531100			O&M-C/E-PARKS-SUPPLIES	
								CHECK 349947 TOTAL:	91.77
349948	03/13/2019	PRTD	212 FABRICARE 02 - PLANT	229488	03/04/19	03/04/2019		03/10/19	195.84
			Invoice: 03/04/19					POL/LAUNDRY SERVICE	
				102.07	51011211 520000			PD-C/E ADMIN-BENEFITS	
				75.41	52011212 520000			POLICE - C/E INVEST BENEFITS	
				18.36	53011212 520000			POLICE - C/E PATROL BENEFITS	
								CHECK 349948 TOTAL:	195.84
349949	03/13/2019	PRTD	705 FCS GROUP	229310	2854-21090210	02/15/2019	21800065	03/10/19	8,132.74
			Invoice: 2854-21090210					ENG/WATER SEWER RATE STUDY	
				4,066.37	72411342 54110000923			WATER RATE STUDY-PROF SVCS	
				4,066.37	72421352 54110000923			SEWER RATE STUDY-PROF SVCS	
								CHECK 349949 TOTAL:	8,132.74
349950	03/13/2019	PRTD	1953 FERGUSON ENTERPRISES	229229	0733395	02/01/2019		03/10/19	353.94
			Invoice: 0733395					PW/1" BRONZE SOLENOID VALVE	
				353.94	73425358 531100			O&M-WWTP-SUPPLIES	
								CHECK 349950 TOTAL:	353.94
349951	03/13/2019	PRTD	9138 FINK, BARBARA	229301	75752	02/22/2019		03/10/19	60.70
			Invoice: 75752					UB 12019 8923 NORTH TOWN DRIVE NE	
				60.70	411 122100			WATER ACCOUNTS RECEIVABLE	

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
									CHECK 349951 TOTAL: 60.70
349952	03/13/2019	PRTD	9143 FLETCHER BAY WINERY	229500	BLD23078	03/01/2019		03/10/19	4,368.07
			Invoice: BLD23078			ENG/REFUND OF TRAFFIC IMPACT FEE - BLD23078			
				4,368.07	17334	345840	TIF FUND-TRANSP IMPACT FEE		
									CHECK 349952 TOTAL: 4,368.07
349953	03/13/2019	PRTD	5681 SANDY L FRANCIS	229463	02/22/19	02/22/2019		03/10/19	145.00
			Invoice: 02/22/19			CRT/INVESTIGATIVE SVCS			
				145.00	21011125	541100	COURT - PROFESSIONAL SERVICES		
									CHECK 349953 TOTAL: 145.00
349954	03/13/2019	PRTD	8580 FREESTONE FOX LLC	229299	75750	02/22/2019		03/10/19	123.66
			Invoice: 75750			UB 13086 620 LANDMARK COURT NE			
				123.66	411	122100	WATER ACCOUNTS RECEIVABLE		
									CHECK 349954 TOTAL: 123.66
349955	03/13/2019	PRTD	8388 GARY R. CHRISTENSEN	229499	03/04/19	03/04/2019		03/10/19	25.64
			Invoice: 03/04/19			PCD/SILVERDALE CITY/CO PLNG DIR TRAVEL REIMB			
				25.64	61011581	543100	PCD - C/E ADMIN TRAVEL EXPENSE		
									CHECK 349955 TOTAL: 25.64
349956	03/13/2019	PRTD	233 GATEWAY TOWING	229489	40947	03/01/2019		03/10/19	206.01
			Invoice: 40947			POL/IMPOUND I19-000217			
				206.01	53011212	549900	PD-C/E-PATROL-MISC		
									CHECK 349956 TOTAL: 206.01
349957	03/13/2019	PRTD	2096 GRAY & OSBORNE INC	229409	16	02/05/2019	21700158	03/10/19	3,508.57
			Invoice: 16			ENG/WATER SYSTEM DESIGN IMPRVMENTS			
				3,508.57	72413434	64110000819	WATER IMPR PROJECTS 2017-ENG		
									CHECK 349957 TOTAL: 3,508.57
349958	03/13/2019	PRTD	6765 GREY CHEVROLET	229231	5100782	01/23/2019		03/10/19	94.18
			Invoice: 5100782			PW/VEH #248 N-GUARD PKG			
				94.18	73411345	531100	OFFICE SUPPLIES		
									CHECK 349958 TOTAL: 94.18

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
								CHECK 349964 TOTAL:	281.25
349965	03/13/2019	PRTD	318 KC ALCOHOLISM SPECIA	229293	0418	02/21/2019		03/10/19	1,722.90
			Invoice: 0418			Q4 2018 ALCOHOLISM SERVICES			
				1,722.90	91011660 553000	EXEC - C/E DETOX			
								CHECK 349965 TOTAL:	1,722.90
349966	03/13/2019	PRTD	5355 KITSAP COUNTY	229456	KC-302-18	02/22/2019		03/10/19	10,257.50
			Invoice: KC-302-18			PCD/LUCA PROJECT DEC17 - JUL18			
				10,257.50	61011586 541105	PCD-COMM PLANNG-I/G PROF SVCS			
								CHECK 349966 TOTAL:	10,257.50
349967	03/13/2019	PRTD	2306 KITSAP COUNTY PROSEC	229325	FEB19	02/04/2019		03/10/19	9,412.33
			Invoice: FEB19			LEGAL/FEB19 PROSECUTION SVCS			
				9,412.33	32011521 541112	LGL-OUTSIDE PROSECUTOR			
								CHECK 349967 TOTAL:	9,412.33
349968	03/13/2019	PRTD	4740 KITSAP COUNTY PUBLIC	229234	2765	02/08/2019		03/10/19	3,015.00
			Invoice: 2765			PW/6700 GAL SALT BRINE			
				3,015.00	73111256 53110000999	2019 STORM PREP-STRT-SUPPLIES			
				229311	2766	02/08/2019		03/10/19	1,732.50
			Invoice: 2766			PW/3,850 GAL SALT BRINE			
				1,732.50	73111256 53110000999	2019 STORM PREP-STRT-SUPPLIES			
								CHECK 349968 TOTAL:	4,747.50
349969	03/13/2019	PRTD	1496 KITSAP COUNTY SEWER	229401	KCSD7-COBI-2019-MAR	02/20/2019		03/10/19	18,217.71
			Invoice: KCSD7-COBI-2019-MAR			PW/MAR 2019 SEWER SERVICES			
				18,217.71	73426356 551000	SIS-SD#7 PROCESSING CHGS			
								CHECK 349969 TOTAL:	18,217.71
349970	03/13/2019	PRTD	338 KITSAP COUNTY SHERIF	229411	20190001	02/15/2019		03/10/19	9,755.55
			Invoice: 20190001			POL/PRISONER BOARD JAN19			
				9,755.55	51011236 551000	POLICE - C/E PRISONER DETENT'N			
								CHECK 349970 TOTAL:	9,755.55
349971	03/13/2019	PRTD	1505 KITSAP COUNTY TREASU	229475	FEB19	02/28/2019		03/10/19	44.03
			Invoice: FEB19			FEB19 KC OUT COURT REMIT			
				44.03	41612860 586000	CRIME VICTIMS-OUT			

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK 349971 TOTAL:									44.03
349972	03/13/2019	PRTD	4354 KITSAP COUNTY TREASU	229246	042502-1-108-2000-19	01/25/2019		03/10/19	11,217.02
Invoice: 042502-1-108-2000-19									
				11,217.02	91011897 547400				
				229247	042502-1-109-2009-19	01/25/2019		03/10/19	382.24
Invoice: 042502-1-109-2009-19									
				382.24	91011897 547400				
				229248	092502-4-002-2006-19	01/25/2019		03/10/19	193.24
Invoice: 092502-4-002-2006-19									
				193.24	91021182 547400				
				229249	102502-1-052-2008-19	01/25/2019		03/10/19	1,903.80
Invoice: 102502-1-052-2008-19									
				1,903.80	91021182 547400				
				229250	102502-1-062-2009-19	01/25/2019		03/10/19	762.54
Invoice: 102502-1-062-2009-19									
				762.54	91021182 547400				
				229251	202502-1-049-2002-19	01/25/2019		03/10/19	192.32
Invoice: 202502-1-049-2002-19									
				192.32	91021182 547400				
				229252	202502-3-010-2003-19	01/25/2019		03/10/19	192.12
Invoice: 202502-3-010-2003-19									
				192.12	91411345 547400				
				229253	262502-2-007-2004-19	01/25/2019		03/10/19	192.08
Invoice: 262502-2-007-2004-19									
				192.08	91421355 547400				
				229254	262502-2-016-2003-19	01/25/2019		03/10/19	192.08
Invoice: 262502-2-016-2003-19									
				192.08	91011768 547400				
				229255	262502-3-046-2005-19	01/25/2019		03/10/19	1,142.42
Invoice: 262502-3-046-2005-19									
				1,142.42	91011753 547400				
				229256	262502-3-057-2001-19	01/25/2019		03/10/19	382.14
Invoice: 262502-3-057-2001-19									
				382.14	91011189 547400				
				229257	262502-3-064-2002-19	01/25/2019		03/10/19	1,712.62
Invoice: 262502-3-064-2002-19									
				1,712.62	91011189 547400				

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

						INVOICE DTL DESC			
				229258	262502-3-095-2005-19	01/25/2019		03/10/19	192.08
Invoice:			262502-3-095-2005-19						
				192.08	91431835 547400				
						MADISON AVE SSWM OUTFALL			
						GG-SSWM-COBI SSWM FEE			
				229259	262502-3-100-2008-19	01/25/2019		03/10/19	2,092.76
Invoice:			262502-3-100-2008-19						
				2,092.76	91011215 547400				
						POL FAC-625 WINSLOW			
						GG-C/E-PD-COBI SSWM FEE			
				229260	262502-3-129-2005-19	01/25/2019		03/10/19	192.08
Invoice:			262502-3-129-2005-19						
				192.08	91421355 547400				
						SLS-FOLS BAT NE GOVT G3			
						GG-SWR-COBI SSWM FEE			
				229261	262502-3-133-2009-19	01/25/2019		03/10/19	572.20
Invoice:			262502-3-133-2009-19						
				572.20	91011189 547400				
						CITY GRAVEL PARKING LOT			
						GG-C/E-CITY HALL-SSWM FEE			
				229262	262502-3-140-2000-19	01/25/2019		03/10/19	192.08
Invoice:			262502-3-140-2000-19						
				192.08	91011189 547400				
						CITY HALL EASEMENT			
						GG-C/E-CITY HALL-SSWM FEE			
				229263	262502-3-143-2007-19	01/25/2019		03/10/19	3,803.50
Invoice:			262502-3-143-2007-19						
				3,803.50	91011189 547400				
						BAIN. PERFORMING ARTS-200 MADISON			
						GG-C/E-CITY HALL-SSWM FEE			
				229264	272502-2-036-2008-19	01/25/2019		03/10/19	192.18
Invoice:			272502-2-036-2008-19						
				192.18	91411345 547400				
						NE EAGLE HARBOR DR			
						GG-WTR-COBI SSWM FEE			
				229265	272502-3-028-2006-19	01/25/2019		03/10/19	192.08
Invoice:			272502-3-028-2006-19						
				192.08	91011515 547400				
						WEAVER AVE HOUSING-473 WEAVER			
						EXEC-C/E-HELPLINE HSE-SSWM FEE			
				229266	272502-4-006-2000-19	01/25/2019		03/10/19	762.50
Invoice:			272502-4-006-2000-19						
				762.50	91021182 547400				
						STRAWBERRY PLANT			
						GG-OS-PROP MNGT-SSWM FEES			
				229267	272502-4-035-2005-19	01/25/2019		03/10/19	192.08
Invoice:			272502-4-035-2005-19						
				192.08	91021182 547400				
						PARTS OF STRAWBERRY PLANT PK			
						GG-OS-PROP MNGT-SSWM FEES			
				229268	282502-2-064-2002-19	01/25/2019		03/10/19	573.28
Invoice:			282502-2-064-2002-19						
				573.28	91021182 547400				
						JOHNSON FARM			
						GG-OS-PROP MNGT-SSWM FEES			
				229269	332502-2-019-2001-19	01/25/2019		03/10/19	2,855.68
Invoice:			332502-2-019-2001-19						
				2,855.68	91435838 547400				
						DECANT-6400 DON PALMER			
						GG-DECANT-SSWM FEES			
				229270	352502-1-034-2002-19	01/25/2019		03/10/19	4,375.38
Invoice:			352502-1-034-2002-19						
				4,375.38	91011768 547400				
						PRITCHARD PARK-5350 CREOSOTE			
						GG-C/E-PARKS-COBI SSWM FEE			

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

				229271	352502-1-035-2001-19	01/25/2019		03/10/19	192.34
			Invoice: 352502-1-035-2001-19						
				192.34	91011768 547400				
				229272	4114-002-001-0000-19	01/25/2019		03/10/19	2,473.26
			Invoice: 4114-002-001-0000-19						
				2,473.26	91011768 547400				
				229273	4114-002-007-0004-19	01/25/2019		03/10/19	382.14
			Invoice: 4114-002-007-0004-19						
				382.14	91011755 547400				
				229274	4114-002-008-0003-19	01/25/2019		03/10/19	382.14
			Invoice: 4114-002-008-0003-19						
				382.14	91011755 547400				
				229275	4115-004-007-0009-19	01/25/2019		03/10/19	3,233.26
			Invoice: 4115-004-007-0009-19						
				3,233.26	91425358 547400				
								CHECK 349972 TOTAL:	41,315.64
349973	03/13/2019	PRTD	1971 KELLEY IMAGING SYSTE	229421	24302098	02/19/2019		03/10/19	283.78
			Invoice: 24302098						
				283.78	72011321 545000				
								CHECK 349973 TOTAL:	283.78
349974	03/13/2019	PRTD	8546 KITSAP 911 PUBLIC AU	229410	BIPD2019-03	02/15/2019		03/10/19	10,970.17
			Invoice: BIPD2019-03						
				3,291.05	52011286 551000				
				7,679.12	53011286 551000				
								CHECK 349974 TOTAL:	10,970.17
349975	03/13/2019	PRTD	1802 K.C.D. TREE SALE	229321	5184201911331	01/24/2019		03/10/19	1,057.30
			Invoice: 5184201911331						
				1,057.30	73011768 531100				
								CHECK 349975 TOTAL:	1,057.30
349976	03/13/2019	PRTD	315 KITSAP HUMANE SOCIET	229313	1692	02/01/2019		03/10/19	5,764.17
			Invoice: 1692						
				5,764.17	91011393 541100				
								CHECK 349976 TOTAL:	5,764.17

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

				229459	16057	02/21/2019		03/10/19	2,368.92
Invoice: 16057				2,368.92	53011212 548100	POL/VEH#235 FENDER, FRONT BUMPER, MISC REPAIR POLICE - C/E PATROL MAINTENANC			
							CHECK	349981 TOTAL:	3,188.17
349982	03/13/2019	PRTD	2574 NATIONAL BARRICADE C	229514	280403	01/31/2019		03/10/19	85.00
Invoice: 280403				85.00	73111264 531100	PW/DRIVE RIVET O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 280402				229515	280402	01/31/2019		03/10/19	520.82
				520.82	990 141100	PW/SIGNS MERCHANDISE			
Invoice: 280401				229516	280401	01/31/2019		03/10/19	250.55
				250.55	73111264 531100	PW/SIGN O&M-STREET-TRAF CONTROL-SUPPLY			
Invoice: 280110				229517	280110	01/21/2019		03/10/19	3,134.03
				3,134.03	990 141100	PW/SIGNS MERCHANDISE			
							CHECK	349982 TOTAL:	3,990.40
349983	03/13/2019	PRTD	4118 NORTHWEST BIOSOLIDS	229358	1146	01/30/2019		03/10/19	250.00
Invoice: 1146				250.00	73425358 549100	PW/ANNUAL MEMBERSHIP: CK O&M-WWTP-DUES, SUBSCR			
							CHECK	349983 TOTAL:	250.00
349984	03/13/2019	PRTD	6987 NORTON CORROSION LIM	229359	254753	02/08/2019		03/10/19	1,525.00
Invoice: 254753				1,525.00	73421355 541100	PW/2019 INSPECTION WIN COLL-PROF SVCS			
							CHECK	349984 TOTAL:	1,525.00
349985	03/13/2019	PRTD	2430 OGDEN MURPHY WALLACE	229326	821256	02/19/2019		03/10/19	3,778.50
Invoice: 821256				1,510.50	32470152 54111100844	LEGAL/PROV SVCS JAN19 LIT-CLARK ADMIN APPEAL			
				94.50	32011152 54111101010	LIT-ENVIRONMENTAL COALITION			
				1,417.50	32011152 54111100955	LIT-CHALLENGE TO RADIO STATION			
				630.00	32470152 54111100896	LIT-BAINBRIDGE ALLIANCE			
				126.00	32470152 54111100897	LIT-PRESERVE RESP SHORELINE			
							CHECK	349985 TOTAL:	3,778.50

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

					INVOICE DTL DESC				
349986	03/13/2019	PRTD 9139 OLEARY III, JOHN J.	229302	75753	02/22/2019		03/10/19	81.21	
Invoice: 75753					UB 10971 972 HAWLEY WAY NE				
			81.21	411	122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	349986 TOTAL:	81.21
349987	03/13/2019	PRTD 4111 OLYMPIC SPRINGS INC	229490	316296	02/28/2019		03/10/19	140.84	
Invoice: 316296					POL/PURIFIED WATER				
			140.84	51011215	531100	POLICE - C/E FACIL SUPPLIES			
							CHECK	349987 TOTAL:	140.84
349988	03/13/2019	PRTD 7925 OMNIPARK, INC	229491	112597	03/01/2019		03/10/19	379.32	
Invoice: 112597					POL/PARKING SYSTEM SUPPORT				
			379.32	51011215	548500	POLICE - C/E FACIL COMP MAINT			
							CHECK	349988 TOTAL:	379.32
349989	03/13/2019	PRTD 9021 OLYMPIC PROPERTY GRO	229361	128659	02/18/2019		03/10/19	3,728.00	
Invoice: 128659					EX/SUZUKI PROPERTY				
			3,728.00	31011593	54110000961	SUZUKI PROP DEV-PROF SVCS			
							CHECK	349989 TOTAL:	3,728.00
349990	03/13/2019	PRTD 8286 SUPERINTENDENT OF P	229413	14839	02/15/2019		03/10/19	88.50	
Invoice: 14839					POL/FINGERPRINTING				
			88.50	65438	386110	AGENCY-FINGERPRINT REV TO SPI			
			229414	14829		02/15/2019	03/10/19	88.50	
Invoice: 14829					POL/FINGERPRINTING				
			88.50	65438	386110	AGENCY-FINGERPRINT REV TO SPI			
			229415	14828		02/15/2019	03/10/19	44.25	
Invoice: 14828					POL/FINGERPRINTING				
			44.25	65438	386110	AGENCY-FINGERPRINT REV TO SPI			
			229492	14861		02/26/2019	03/10/19	44.25	
Invoice: 14861					POL/FINGERPRINTING				
			44.25	65438	386110	AGENCY-FINGERPRINT REV TO SPI			
			229493	14856		02/26/2019	03/10/19	88.50	
Invoice: 14856					POL/FINGERPRINTING				
			88.50	65438	386110	AGENCY-FINGERPRINT REV TO SPI			
			229494	14848		02/26/2019	03/10/19	44.25	
Invoice: 14848					POL/FINGERPRINTING				
			44.25	65438	386110	AGENCY-FINGERPRINT REV TO SPI			

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 349990 TOTAL:	398.25
349991	03/13/2019	PRTD	1808 PACIFIC COAST CONGRE	229416	02/20/19	02/20/2019		03/10/19	325.00
	Invoice: 02/20/19							POL/CONFERENCE REG: TA	
				325.00	55011757 443410			PD-HARBORMASTER-TRAINING	
								CHECK 349991 TOTAL:	325.00
349992	03/13/2019	PRTD	8403 PRAETORIAN DIGITAL	229495	010134-8906	03/04/2019		03/10/19	2,040.00
	Invoice: 010134-8906							POL/ANNUAL SUBSCRIPTION	
				1,428.00	53011212 443410			POLICE - C/E PATROL TRAINING	
				612.00	52011212 443410			POLICE - C/E INVEST TRAINING	
								CHECK 349992 TOTAL:	2,040.00
349993	03/13/2019	PRTD	360 PROBUILD COMPANY LLC	229238	1737468	02/08/2019		03/10/19	373.56
	Invoice: 1737468							PW/FLR BLUE MARKING, STRIP WHITE SPRAY	
				373.56	73637891 531100			OFFICE SUPPLIES	
				229314	1737467	02/08/2019		03/10/19	182.86
	Invoice: 1737467							PW/SAFETY GREEN MARKING	
				182.86	73637891 531100			OFFICE SUPPLIES	
				229461	1738426	02/21/2019		03/10/19	26.94
	Invoice: 1738426							PW/RIGID 1HOLE STRAP, 1/4" FLAT WASHERS	
				26.94	73011189 531100			O&M - C/E FACIL OFC SUPPLIES	
								CHECK 349993 TOTAL:	583.36
349994	03/13/2019	PRTD	7801 REDSIDE CONSTRUCTION	229417	PAYREQ2-778	02/25/2019		03/10/19	34,753.56
	Invoice: PAYREQ2-778							ENG/WATERFRONT PARK BRIDGE REPAIR	
				34,753.56	72011262 54810000778			WFP BRIDGE REDECKING-REPAIRS	
								CHECK 349994 TOTAL:	34,753.56
349995	03/13/2019	PRTD	8745 RELIABLE STORAGE BAI	229496	31119	03/04/2019		03/10/19	299.00
	Invoice: 31119							POL/STORAGE UNIT J28	
				299.00	53011212 545000			POLICE - C/E PATROL RENTS	
								CHECK 349995 TOTAL:	299.00
349996	03/13/2019	PRTD	408 ROLLING BAY COMMERCI	229462	886258	02/25/2019		03/10/19	3,955.00
	Invoice: 886258							CRT/MAR'19 RENT	
				3,955.00	91011255 545000			GG-C/E-COURT BLDG-RENT	

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
									CHECK 349996 TOTAL: 3,955.00
349997	03/13/2019	PRTD	617 S & B INC	229518	25102A	02/22/2019		03/10/19	1,119.99
			Invoice: 25102A			PW/KPSI PROBE			
				1,119.99	73415345 531100	OFFICE SUPPLIES			
									CHECK 349997 TOTAL: 1,119.99
349998	03/13/2019	PRTD	1488 SETON CONSTRUCTION I	229362	PAYREQ1-FINAL-932	02/14/2019	21800113	03/10/19	76,790.69
			Invoice: PAYREQ1-FINAL-932			ENG/2018 CULVERT REPLCMNT PROJECT			
				76,790.69	72431835 54810000932	2018 CULVERT REPLACEMENT			
									CHECK 349998 TOTAL: 76,790.69
349999	03/13/2019	PRTD	2035 SIX ROBBLEES INC	229239	2-701911	02/08/2019		03/10/19	1,292.76
			Invoice: 2-701911			PW/TRUCK CHAIN RUBBER, SUPPLIES			
				1,292.76	73111252 53110001000	2019 STORM RESP-STRT-SUPPLIES			
				229363	2-702247	02/13/2019		03/10/19	6,133.50
			Invoice: 2-702247			PW/SUPPLIES - CHAINS			
				6,133.50	73111252 53110001000	2019 STORM RESP-STRT-SUPPLIES			
				229364	2-702012	02/12/2019		03/10/19	2,527.97
			Invoice: 2-702012			PW/SUPPLIES - DIAMOND BACK ALLOY CHAINS			
				2,527.97	73111252 53110001000	2019 STORM RESP-STRT-SUPPLIES			
				229519	2-702960	02/25/2019		03/10/19	147.08
			Invoice: 2-702960			PW/HUB & DRUM ASSEMBLY, PARTS KIT			
				147.08	73637945 531100	O&M ALLOC-SWEEPER-SUPPLIES			
				229520	2-701936	02/25/2019		03/10/19	465.99
			Invoice: 2-701936			PW/SUPPLIES			
				465.99	73111252 53110001000	2019 STORM RESP-STRT-SUPPLIES			
				229521	2-702832	02/21/2019		03/10/19	343.35
			Invoice: 2-702832			PW/SUPPLIES			
				343.35	73111252 53110001000	2019 STORM RESP-STRT-SUPPLIES			
									CHECK 349999 TOTAL: 10,910.65
350000	03/13/2019	PRTD	7173 SKILLINGS CONNOLLY I	229526	11667	02/07/2019		03/10/19	11,931.06
			Invoice: 11667			ENG/SPORTSMAN CLUB & NEW BROOKLYN			
				11,931.06	72321953 64110000715	SP CLUB/NB INTERSECTN-DESIGN			
									CHECK 350000 TOTAL: 11,931.06

CASH ACCOUNT: 635 111100 CASH

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

350001 03/13/2019 PRD 8855 SOUND LAW CENTER 229531 2222 03/04/2019 03/10/19 4,987.50
 Invoice: 2222 HEX/PROF SVC
 4,987.50 34470586 54111001012 HEX-CKCB MADISON AVE DEVEL
 CHECK 350001 TOTAL: 4,987.50

350002 03/13/2019 PRD 601 SOUND REPROGRAPHICS 229365 67781 01/07/2019 03/10/19 22.29
 Invoice: 67781 ENG/BRIDGE REDECKING 10X24 WHITE COROPLAST SIGN
 22.29 72011262 54950000778 WFP BRIDGE REDECKING-COPIES
 CHECK 350002 TOTAL: 22.29

350003 03/13/2019 PRD 8738 SPEAKWRITE, LLC 229465 E24F0228 03/01/2019 03/10/19 96.00
 Invoice: E24F0228 POL/TRANSCRIPTION
 96.00 52011212 541100 POLICE - C/E INVEST PROF SVCS
 CHECK 350003 TOTAL: 96.00

350004 03/13/2019 PRD 8132 SPECTRA LABORATORIES 229241 19-00891 02/14/2019 03/10/19 62.10
 Invoice: 19-00891 PW/FLUORIDE TESTING - COBI
 62.10 73411345 54110000391 LAB SVCS-WATER

Invoice: 19-00890 229242 19-00890 02/14/2019 03/10/19 63.02
 PW/TESTING - ROCKAWAY BEACH
 63.02 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

Invoice: 19-00847 229243 19-00847 02/07/2019 03/10/19 21.16
 PW/TESTING - ROCKAWAY BEACH
 21.16 73415345 54110000391 LAB SVCS-WATER ROCKAWAY

Invoice: 19-00846 229244 19-00846 02/07/2019 03/10/19 21.16
 PW/TESTING - PUBLIC WORKS
 21.16 73011897 54110000391 LAB SVCS-PWY FAC

Invoice: 19-00845 229277 19-00845 02/07/2019 03/10/19 63.48
 PW/ECOLI TESTING
 63.48 73411345 54110000391 LAB SVCS-WATER

Invoice: 19-01044 229466 19-01044 02/21/2019 03/10/19 197.80
 PW/TESTING - NPDES
 197.80 73425358 54110000391 LAB & TESTING SVCS-WWTP

Invoice: 19-01072 229467 19-01072 02/21/2019 03/10/19 148.12
 PW/TESTING - COLI/ECOLI
 148.12 73411345 54110000391 LAB SVCS-WATER

Invoice: 19-01023 229468 19-01023 02/20/2019 03/10/19 1,512.48
 PW/TESTING

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

				1,512.48	73435838 54110000391	LAB SVCS-DECANT			
				229469	19-00471	01/23/2019		03/10/19	146.50
Invoice:	19-00471					PW/TESTING - NPDES			
				146.50	73425358 54110000391	LAB & TESTING SVCS-WWTP			
						CHECK	350004	TOTAL:	2,235.82
350005	03/13/2019	PRTD	2467 STAPLES	229279	3404253733	02/02/2019		03/10/19	228.74
Invoice:	3404253733					PW/TONER, HP INK, MAGIC TAPE			
				228.74	73637891 531100	OFFICE SUPPLIES			
Invoice:	3404253732					02/02/2019		03/10/19	12.23
				12.23	73637891 531100	OFFICE SUPPLIES			
Invoice:	3404253731					02/02/2019		03/10/19	85.18
				85.18	73637891 531100	PW/BINDER, WALL CALENDAR, BALLPOINT PENS			
						OFFICE SUPPLIES			
Invoice:	3404253710					02/02/2019		03/10/19	46.86
				46.86	72011321 531100	ENG/FILD FOLDER, CATALOG ENV, KLEENEX			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253709					02/02/2019		03/10/19	14.70
				14.70	72011321 531100	ENG/ADHESIVE SPRAY			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253707					02/02/2019		03/10/19	23.87
				23.87	72011321 531100	ENG/KLEENEX, CASIO SCIENTIFIC FX300			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253706					02/02/2019		03/10/19	25.18
				25.18	72011321 531100	ENG/24X18 BOARD			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253705					02/02/2019		03/10/19	116.00
				116.00	72011321 531100	ENG/STAPLES, FASTENERS			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253704					02/02/2019		03/10/19	93.72
				93.72	72011321 531100	ENG/CREAM COVER, KLEENEX, PENS, BATTERIES			
						ENG - C/E ADMIN SUPPLIES			
Invoice:	3404253699					02/02/2019		03/10/19	64.08
				64.08	72411341 531100	ENG/6FT BIFOLD FOLDING TABLE			
						ENG - WATER ADMIN SUPPLIES			
Invoice:	3404253698					02/02/2019		03/10/19	55.54
				55.54	72011321 531100	ENG/FOLDER, COLORED PENCILS			
						ENG - C/E ADMIN SUPPLIES			

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

								INVOICE DTL DESC	
				229430	3404253696	02/02/2019		03/10/19	-76.08
			Invoice: 3404253696					ENG/8FT BIOFOLD FOLDING TABLE	
				-76.08	72411341 531100			ENG - WATER ADMIN SUPPLIES	
				229431	3404253694	02/02/2019		03/10/19	1.78
			Invoice: 3404253694					PW/5X8 PREPRINTED DIVIDER	
				1.78	71411341 531100			PW - SUPPLIES	
								CHECK 350005 TOTAL:	691.80
350006	03/13/2019	PRTD	5882 STAR RENTALS	229283	372742-36	01/30/2019		03/10/19	383.00
			Invoice: 372742-36					PW/EXCAVATOR RENTAL	
				383.00	73431835 545000			RENTS & LEASES - OPERATING	
								CHECK 350006 TOTAL:	383.00
350007	03/13/2019	PRTD	8833 STRATEGIC GOVERNMENT	229397	2019-100235	02/18/2019		03/10/19	7,666.67
			Invoice: 2019-100235					HR/AD: FIN & ADMIN SVC DIRECTOR	
				7,666.67	33011161 544000			HR-C/E-ADVERTISING	
								CHECK 350007 TOTAL:	7,666.67
350008	03/13/2019	PRTD	5730 SUMMIT LAW GROUP	229366	101163	02/20/2019		03/10/19	724.50
			Invoice: 101163					LEGAL/PROF SVCS JAN19	
				724.50	32011152 54111000274			LGL-LABOR NEGOTIATIONS	
				229367	101162	02/20/2019		03/10/19	1,543.50
			Invoice: 101162					LEGAL/PROF SVCS JAN19	
				1,354.50	32011152 54111000870			LGL-HR (NON-BARGAINING)	
				189.00	32011152 54111000274			LGL-LABOR NEGOTIATIONS	
								CHECK 350008 TOTAL:	2,268.00
350009	03/13/2019	PRTD	7095 SUPERIOR SAW & SUPPL	229470	126476	02/26/2019		03/10/19	173.53
			Invoice: 126476					PW/SHARPEN WEEDEATER BLADES, SHARPEN SAW CHAINS	
				173.53	73111427 548100			O&M-ACCESS RDSIDE R&M	
								CHECK 350009 TOTAL:	173.53
350010	03/13/2019	PRTD	8244 SUPPLYWORKS	229323	476675269	02/05/2019		03/10/19	626.21
			Invoice: 476675269					ICE MELT X50	
				626.21	990 141100			MERCHANDISE	
								CHECK 350010 TOTAL:	626.21

CASH ACCOUNT: 635 111100 CASH										
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
						INVOICE DTL DESC				
350011	03/13/2019	PRTD	8385 TAWRESEY, ALICE & JO	229327	75777	02/25/2019		03/10/19	24.90	
			Invoice: 75777			UB 12928 601 TWITCHITAW COURT NE				
				24.90	411	122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	350011 TOTAL:	24.90
350012	03/13/2019	PRTD	7357 THE DOCTORS CLINIC	229368	OMF6 JAN19	02/15/2019		03/10/19	150.00	
			Invoice: OMF6 JAN19			POL,PW/OCCUPATIONAL HEALTH SVCS				
				75.00	73637891	541100	PROFESSIONAL SERVICES			
				75.00	53011212	541100	POLICE - C/E PATROL PROF SVCS			
								CHECK	350012 TOTAL:	150.00
350013	03/13/2019	PRTD	6714 TOSHIBA FINANCIAL SE	229284	24199623	02/04/2019		03/10/19	273.60	
			Invoice: 24199623			PW/E-STUDIO4555C COPIER LEASE				
				273.60	73637891	545000	RENTS & LEASES - OPERATING			
				229294	24302097		02/19/2019	03/10/19	188.58	
			Invoice: 24302097			CRT/E-STUDIO3005AC COPIER LEASE				
				188.58	21011125	545000	COURT - RENTS & LEASES - OPER			
								CHECK	350013 TOTAL:	462.18
350014	03/13/2019	PRTD	558 TOWN & COUNTRY MARKE	229369	02/20/19	02/20/2019		03/10/19	26.07	
			Invoice: 02/20/19			PW/DISTILLED WATER				
				26.07	73425358	531100	O&M-WWTP-SUPPLIES			
								CHECK	350014 TOTAL:	26.07
350015	03/13/2019	PRTD	4245 TRAFFIC SAFETY SUPPL	229471	INV010905	02/08/2019		03/10/19	678.23	
			Invoice: INV010905			PW/ROADSIDE MOWER AHEAD ROAD SIGN				
				678.23	73111427	531100	OFFICE SUPPLIES			
								CHECK	350015 TOTAL:	678.23
350016	03/13/2019	PRTD	9141 TURLOFF FINANICAL CO	229315	601943184	02/22/2019		03/10/19	73.11	
			Invoice: 601943184			UBI 601943184 REFUND OF BUSINESS LICENSE RENEWAL				
				65.00	01131	316100	B&O TAX			
				8.11	01136	369910	OTHER MISC REVENUE (INC NSF)			
								CHECK	350016 TOTAL:	73.11
350017	03/13/2019	PRTD	2190 UNITED PARCEL SERVIC	229418	000028Y3Y1079	02/16/2019		03/10/19	186.53	
			Invoice: 000028Y3Y1079			POL/SHIPPINB FEB 13				
				186.53	91011215	542500	GG-C/E-PD-POSTAGE			

CASH ACCOUNT: 635 111100 CASH
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

						INVOICE DTL DESC			
				229387	427100	02/01/2019		03/10/19	43.62
Invoice: 427100						PW/HYDRAULIC FILTER, OIL FILTER			
				43.62	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
				229388	425134	01/24/2019		03/10/19	266.96
Invoice: 425134						PW/VARIOUS FILTERS			
				266.96	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
				229477	432170	02/25/2019		03/10/19	116.59
Invoice: 432170						PW/2.5 GAL BLUE DEF			
				116.59	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				229478	431049	02/20/2019		03/10/19	302.45
Invoice: 431049						PW/SPRAY MATE			
				302.45	73111423 531100	OFFICE SUPPLIES			
				229479	422392	01/14/2019		03/10/19	192.45
Invoice: 422392						PW/ALTERNATOR			
				192.45	73411345 531100	OFFICE SUPPLIES			
				229527	428819	02/08/2019		03/10/19	84.37
Invoice: 428819						PW/16" EXACT FIT BLADE			
				84.37	990 141100	MERCHANDISE			
				229528	425172	01/24/2019		03/10/19	29.74
Invoice: 425172						PW/FILTER			
				29.74	990 141100	MERCHANDISE			
						CHECK	350027	TOTAL:	1,970.65
350028	03/13/2019	PRTD	6920 COMCAST	229419	MAR19	02/20/2019		03/10/19	11.36
Invoice: MAR19						POL/HD CONVERTER BOX			
				11.36	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
						CHECK	350028	TOTAL:	11.36
350029	03/13/2019	PRTD	2607 ZEE MEDICAL SERVICE	229497	68371610	03/04/2019		03/10/19	117.07
Invoice: 68371610						FIN/C.H. FIRST AID RESTOCK			
				117.07	41011189 531100	FIN - C/E CNTL SV SUPPLIES			
						CHECK	350029	TOTAL:	117.07

03/06/2019 09:45
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 31
|apcshdsb

NUMBER OF CHECKS 129 *** CASH ACCOUNT TOTAL *** 601,058.92

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	129	601,058.92

*** GRAND TOTAL *** 601,058.92

03/06/2019 09:45
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 32
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL	ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
2019	3	73								
APP 101-213000	03/13/2019	03/10/19	031319				STREETS - ACCOUNTS PAYABLE		22,386.03	
							AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	03/13/2019	03/10/19	031319				CASH			601,058.92
							AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		34,912.48	
							AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		12,461.36	
							AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	03/13/2019	03/10/19	031319				GENERAL - ACCOUNTS PAYABLE		391,835.73	
							AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		16,891.94	
							AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		6,368.75	
							AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		12,688.07	
							AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		8,004.74	
							AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		200.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		86,546.58	
							AP CASH DISBURSEMENTS JOURNAL			
APP 173-213000	03/13/2019	03/10/19	031319				TIF FUND-ACCOUNTS PAYABLE		4,368.07	
							AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000	03/13/2019	03/10/19	031319				ACCOUNTS PAYABLE		4,395.17	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									601,058.92	601,058.92
APP 631-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING		584,166.98	
APP 101-130000	03/13/2019	03/10/19	031319				STREETS - DUE TO/FROM CLEARING			22,386.03
APP 402-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			34,912.48
APP 401-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			12,461.36
APP 001-130000	03/13/2019	03/10/19	031319				GENERAL - DUE TO/FROM CLEARING			391,835.73
APP 650-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			6,368.75
APP 301-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			12,688.07
APP 407-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			8,004.74
APP 622-130000	03/13/2019	03/10/19	031319				DUE TO/FROM CLEARING			200.00

03/06/2019 09:45
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 33
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	LINE DESC			
EFF DATE	REF 1	REF 2	REF 3		
03/13/2019	03/10/19	031319			
APP 403-130000		DUE TO/FROM CLEARING			86,546.58
03/13/2019	03/10/19	031319			
APP 173-130000		TIF FUND-DUE TO/FROM CLEARING			4,368.07
03/13/2019	03/10/19	031319			
APP 901-130000		DUE TO/FROM CLEARING			4,395.17
03/13/2019	03/10/19	031319			
SYSTEM GENERATED ENTRIES TOTAL				584,166.98	584,166.98
JOURNAL 2019/03/73			TOTAL	1,185,225.90	1,185,225.90

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 3	73	03/13/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		391,835.73
001-213000				GENERAL - ACCOUNTS PAYABLE	391,835.73	
				FUND TOTAL	391,835.73	391,835.73
101 STREET FUND	2019 3	73	03/13/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		22,386.03
101-213000				STREETS - ACCOUNTS PAYABLE	22,386.03	
				FUND TOTAL	22,386.03	22,386.03
173 TRANSPORTATION IMPACT FEE FUND	2019 3	73	03/13/2019			
173-130000				TIF FUND-DUE TO/FROM CLEARING		4,368.07
173-213000				TIF FUND-ACCOUNTS PAYABLE	4,368.07	
				FUND TOTAL	4,368.07	4,368.07
301 CAPITAL CONSTRUCTION FUND	2019 3	73	03/13/2019			
301-130000				DUE TO/FROM CLEARING		12,688.07
301-213000				ACCOUNTS PAYABLE	12,688.07	
				FUND TOTAL	12,688.07	12,688.07
401 WATER OPERATING FUND	2019 3	73	03/13/2019			
401-130000				DUE TO/FROM CLEARING		12,461.36
401-213000				ACCOUNTS PAYABLE	12,461.36	
				FUND TOTAL	12,461.36	12,461.36
402 SEWER OPERATING FUND	2019 3	73	03/13/2019			
402-130000				DUE TO/FROM CLEARING		34,912.48
402-213000				ACCOUNTS PAYABLE	34,912.48	
				FUND TOTAL	34,912.48	34,912.48
403 STORM & SURFACE WATER FUND	2019 3	73	03/13/2019			
403-130000				DUE TO/FROM CLEARING		86,546.58
403-213000				ACCOUNTS PAYABLE	86,546.58	
				FUND TOTAL	86,546.58	86,546.58
407 BUILDING & DEVELOPMENT FUND	2019 3	73	03/13/2019			
407-130000				DUE TO/FROM CLEARING		8,004.74
407-213000				ACCOUNTS PAYABLE	8,004.74	
				FUND TOTAL	8,004.74	8,004.74
622 EXPENDABLE TRUST FUND	2019 3	73	03/13/2019			

03/06/2019 09:45
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 35
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000				DUE TO/FROM CLEARING		200.00
622-213000				ACCOUNTS PAYABLE	200.00	
FUND TOTAL					200.00	200.00
631 CLEARING FUND	2019 3	73	03/13/2019			
631-130000				DUE TO/FROM CLEARING	584,166.98	
631-213000				ACCOUNTS PAYABLE	16,891.94	
635-111100				CASH		601,058.92
FUND TOTAL					601,058.92	601,058.92
650 AGENCY FUND	2019 3	73	03/13/2019			
650-130000				DUE TO/FROM CLEARING		6,368.75
650-213000				ACCOUNTS PAYABLE	6,368.75	
FUND TOTAL					6,368.75	6,368.75
901 CITY-WIDE REPORTING FUND	2019 3	73	03/13/2019			
901-130000				DUE TO/FROM CLEARING		4,395.17
901-213000				ACCOUNTS PAYABLE	4,395.17	
FUND TOTAL					4,395.17	4,395.17

03/06/2019 09:45
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 36
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			391,835.73
101 STREET FUND			22,386.03
173 TRANSPORTATION IMPACT FEE FUND			4,368.07
301 CAPITAL CONSTRUCTION FUND			12,688.07
401 WATER OPERATING FUND			12,461.36
402 SEWER OPERATING FUND			34,912.48
403 STORM & SURFACE WATER FUND			86,546.58
407 BUILDING & DEVELOPMENT FUND			8,004.74
622 EXPENDABLE TRUST FUND			200.00
631 CLEARING FUND		584,166.98	
650 AGENCY FUND			6,368.75
901 CITY-WIDE REPORTING FUND			4,395.17
	TOTAL	584,166.98	584,166.98

** END OF REPORT - Generated by Khammy Wahaus **

Retainage Release
KW

2/26/19

02/26/2019 15:51 | CITY OF BAINBRIDGE ISLAND
fintemp | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 628 111100 CASH-RETAINAGE

CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

174 02/26/2019 PRD 8604 ANDERSON CONSTRUCTIO 229379 RETREL-914 02/25/2019 RT022619 1,380.68

Invoice: RETREL-914

RET REL C.H. ROOF REPAIR

1,380.68 41628860 586000

RETAINAGE RELEASE

CHECK 174 TOTAL: 1,380.68

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,380.68

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 1,380.68

*** GRAND TOTAL *** 1,380.68

02/26/2019 15:51
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: fintemp

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	DESC	T OB	DEBIT	CREDIT
2019	2	354								
APP 622-213000							ACCOUNTS PAYABLE		1,380.68	
	02/26/2019	RT022619	022619				AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100							CASH-RETAINAGE			1,380.68
	02/26/2019	RT022619	022619				AP CASH DISBURSEMENTS JOURNAL			
							JOURNAL 2019/02/354	TOTAL	1,380.68	1,380.68

02/26/2019 15:51
fintemp

|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcsbdb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622	2019	2	354	02/26/2019	EXPENDABLE TRUST FUND		
					622-213000 ACCOUNTS PAYABLE	1,380.68	
					628-111100 CASH-RETAINAGE		1,380.68
FUND TOTAL						1,380.68	1,380.68

** END OF REPORT - Generated by Khammy Wahaus **

PAYROLL

PAYROLL CHECK RUN: 3 - 5 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	3/4/2019	108897	P/R check run - misc	2,125.95
Void	3/6/2019	108898	Void - ran misc twice	-
Misc	3/6/2019	108899	P/R check run - misc	376.13
Normal	3/5/2019	044128 - 044251	P/R check run - direct deposit	292,278.48
Normal	3/5/2019	108880 - 108881	P/R check run - regular	3,888.00
Vendor	3/5/2019	108882 - 108896	P/R vendor check run	313,011.30
Vendor	3/6/2019	108900	P/R vendor check run	68.61
Vendor	3/5/2019	N/A	P/R vendor ACH	308.69
EFTPS	3/5/2019	N/A	Federal Tax Electronic Transfer	111,727.08
			TOTAL:	723,784.24

Prepared and Reviewed by:

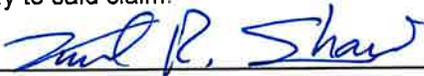


Kim Dunscombe, Budget Manager

Date

3/8/19

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.



Karl Shaw, Finance Director

Date

3-8-2019



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Study Session Minutes, February 19, 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 021919 STUDY SESSION](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, FEBRUARY 19, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

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

Mayor Medina, Deputy Mayor Schneider, and Councilmembers Blossom, Deets, Peltier, and Tirman were present. Councilmember Nassar participated via conference call.

2) EXECUTIVE SESSION

2.A Pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee.
Cover Page

Mayor Medina adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(g) at 6:02 p.m. Council returned from executive session at 6:31 pm.

3) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Mayor Medina re-convened the meeting at 6:34 p.m. Councilmember Peltier moved and Councilmember Tirman seconded to approve the agenda as presented. The motion was approved by unanimous consent.

Councilmembers Peltier and Nassar noted that they each live on a property with a development right. Councilmember Blossom noted that she has a financial interest in Lynwood Center. City Attorney Levan stated that these facts did not constitute a conflict of interest with items on the agenda.

4) MAYOR'S REPORT

Mayor Medina asked for authorization to sign a letter designating the Bainbridge ferry route as a national highway, and Council concurred. He mentioned the Black History Month celebration.

5) PRESENTATIONS

5.A Final Report on Inclusionary Zoning/Transfer of Development Rights Analysis from ECONorthwest and Forterra - Planning
Cover Page
TDR IZ Presentation
Bainbridge Island Incentive Zoning Report

Senior Planner Sutton introduced the agenda topic.

Morgan Shook with ECONorthwest provided a presentation on their economic analysis informing improvements to the transfer of development rights (TDR) and inclusionary zoning programs.

Nick Bratton from Forterra presented information on TDR program policy questions for Council.

Council discussed the policy questions. Next steps will include further Council discussion on the recommendations from the report.

6) UNFINISHED BUSINESS

6.A Update on Moratorium - Planning

[Cover Page](#)

[20190208 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.

Mayor Medina adjourned the meeting for a break at 8:14 p.m. and re-convened the meeting at 8:20 p.m.

7) CITY COUNCIL DISCUSSION

7.A Affordable Housing Task Force Recommendations - Planning

[Cover Page](#)

[Affordable Housing Task Force Final Report and Appendices](#)

[Recommendation Action Table from AHTF Report](#)

Council discussed the recommendations of the Affordable Housing Task Force. Members of the Affordable Housing Task Force added their perspective on the recommendations.

Council expressed support for moving forward on the recommendations.

7.B Affordable Housing Council Ad Hoc Committee - Mayor Medina

[Cover Page](#)

[Affordable Housing Ad Hoc Committee Formation Request](#)

Council discussed the Affordable Housing Council Ad Hoc Committee and determined the ad hoc committee will continue to meet as needed.

8) FUTURE COUNCIL AGENDAS

8.A Future Council Agendas

[Cover Page](#)

[City Council Regular Business Meeting 022619](#)

[City Council Study Session 030519](#)

[City Council Regular Business Meeting 031219](#)

[City Council Study Session 031919](#)

Council discussed future Council agendas.

9) FOR THE GOOD OF THE ORDER

Councilmember Tirman relayed that he has been working with the University of Washington on the prospect of raising the minimum wage on Bainbridge Island.

Deputy Mayor Schneider mentioned an upcoming homeless photography exhibit by Steve Wilson.

10) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:46 pm.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, February 26, 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 022619 BUSINESS](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, FEBRUARY 26, 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, Peltier, Nassar 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](#)

Mayor Medina adjourned the meeting to an executive session at 6:04 p.m. pursuant to RCW 42.30.110(1)(i). Council returned from executive session at 6:32 p.m.

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

Mayor Medina re-convened the meeting at 6:34 p.m. with the aforementioned Council members present.

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as presented. The motion was approved by unanimous consent.

Councilmember Tirman moved and Councilmember Deets seconded to amend the agenda to consider Item 10.B sooner on the agenda. The motion was approved by unanimous consent.

Councilmember Peltier noted that he will recuse himself from voting on Item 8.B.

Councilmember Nassar noted that she is the subject of ethics complaints but plans to participate in the Ethics Program discussions.

4) [PUBLIC COMMENT](#)

Bill Booth spoke on affordable housing.

Kelsey Hulse from Puget Sound Energy reported on the storm event.

5) [MAYOR'S REPORT](#)

Mayor Medina discussed Council's policy on public comment and noted that the Washington State Department of Transportation will hold an open house on April 10, 2019 in Council Chambers to discuss improvements to State Route 305.

6) [CITY MANAGER'S REPORT](#)

There was no City Manager's report.

7) [PRESENTATION\(S\)](#)

7.A [Proclamation Declaring the Month of March 2019 as "Bainbridge Island Girl Up Month" - Mayor Medina](#)

[Cover Page](#)

[Bainbridge Island Girl Up Month Proclamation](#)

Deputy Mayor Schneider read the proclamation.

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

Nassar/Blossom: The motion was approved by unanimous consent.

Merrill Keating, Bainbridge Island Girl Up Club, accepted the proclamation from Mayor Medina and thanked Council for their support.

7.B [Proclamation Declaring February 2019 as "Black History Month" - Mayor Medina](#)

[Cover Page](#)

[Black History Month Proclamation 2019](#)

Mayor Medina read the proclamation and presented it to Karen Vargus. Ms. Vargus thanked Council for their support.

10) [UNFINISHED BUSINESS \[MOVED\]](#)

10.B [Project Options for Dave Ullin Open Water Marina - Public Works](#)

[Cover Page](#)

[DUOWM Conditions Existing in 2017](#)

[DUOWM Option I](#)

[DUOWM Option IA](#)

[Eagle Harbor Buoys South](#)

[DNR Eagle Harbor Buoy Inventory South](#)

Mayor Medina introduced the agenda item. Public Works Director Loveless provided information on the project and the southern buoys.

Public Comment

Jason Deitchler spoke about the need for larger boats for liveboards.

Nikolai Sublett, Varsity Team Captain and coxswain for Bainbridge Island Rowing (BIR), explained the difficulty of steering the boats.

Joshua Phillip, BIR, spoke about the year-round nature of rowing and the community.

Tom Condon spoke about marking the anchorage so it is visible at night and ensuring it is included in navigational charts.

Sue Entress spoke about BIR's concerns.

John Foy spoke in support of the ideas proposed tonight.

Bruce Beal spoke about BIR's program.

Jennifer Ames-Karreman provided information on BIR.

Robert Bloom spoke about the rowing program.

Roger Townsend spoke about the inclusive rowing community and finding a durable solution.

Judy Friesem spoke about the risks of buoys in the harbor to rowers.

Janine Hanson spoke about the buoy placement.

Lee Muir spoke against the project.

Tim Dore spoke about the rowing center lease.

Jenny Sheldon spoke about Dave Ullin's vision.

Sarah Prout spoke about providing opportunities to young people.

Sharon Gilpin spoke in favor of the liveboard community.

Peyton Vincent spoke about the importance of rowing.

Andy Rovelstad spoke about boat size and cost.

John Nordgren spoke about affordable housing and the issues with the open water marina.

Paul Svornich spoke the liveboard experience.

Stefan Goldby spoke in favor of the rowing community.

Erin Phillips commented on the public comment portion of the meeting.

Council discussed the project.

MOTION: I move to direct staff to proceed with the design option as shown in Option IA, modified to provide for 4 60-foot boats, 4 50-foot boats, 4 40-foot boats, and 4 30-foot boats with the goal of allowing as wide a navigation fairway to the south end of the marina and direct staff to proceed with necessary actions to relocate private buoys that conflict with the navigation fairway, and new buoys and new boats will not be installed in the open water marina until there is an open fairway for the rowing club.

Blossom/Tirman: The motion carried unanimously, 7-0.

Mayor Medina adjourned the meeting for a break at 8:36 p.m. and re-convened the meeting at 8:44 p.m.

7) PRESENTATION(S) (CONTINUED)

7.C Design Review Board 2018 Annual Report and 2019 Work Plan

[Cover Page](#)

[Design Review Board 2018 Annual Report & 2019 Work Plan](#)

Joe Dunstan, Chair of the Design Review Board, presented their 2018 report and 2019 workplan.

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.

Peltier/Blossom: The motion was approved by unanimous consent.

7.D Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan

[Cover Page](#)

[Climate Change Advisory Committee 2018 Annual Report and 2019 Work Plan](#)

James Rufo-Hill, member of the Climate Change Advisory Committee, presented their 2018 report and 2019 workplan.

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.

Deets/Nassar: The motion was approved by unanimous consent.

7.E Historic Preservation Commission 2018 Annual Report and 2019 Work Plan

[Cover Page](#)

[Historic Preservation Commission 2018 Annual Report and 2019 Work Plan](#)

Adrienne Wolf, member of the Historic Preservation Commission, presented their 2018 report and 2019 workplan.

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.

Nassar/Blossom: The motion was approved by unanimous consent.

8) CITY COUNCIL DISCUSSION [MOVED]

8.A Resolution No. 2019-13 Related to Amendments to Article I of the Ethics Program - Executive

[Cover Page](#)

[Resolution No. 2019-13 Revising Ethics Program Related to Article I](#)

HCR 440I Regarding Code of Conduct
Resolution No. 2018-10 Updating Ethics Program (Approved 3-27-18)

City Attorney Levan introduced the agenda item.

Public Comment

Chris Van Dyke spoke against the resolution.

David Schutz spoke against the resolution.

Ross Hathaway spoke against the resolution.

Olemara Peters spoke against the resolution.

Doug Hotchkiss spoke against the resolution.

Sylvia Carlton spoke against the resolution.

Lisa Neal spoke against the resolution.

Angela Sandri spoke against the complaints.

Charlotte Rovelstad spoke against the resolution.

Larry Koss spoke against the resolution.

David Johnson spoke about his objective.

Scott Strickland spoke against the complaints.

MOTION: I move to table Resolution No. 2019-13 for a future date.

Tirman/Nassar: Motion carried 6 – 1.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Kol Medina

NOES: Leslie Schneider

ABSENT: None

ABSTAIN: None

8.B Article I Advisory Opinions Related to Allegations Filed Against Councilmember Peltier - Mayor Medina

Cover Page

[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](#)

Mayor Medina introduced the agenda item. Councilmember Peltier spoke about the advisory opinions.

Public Comment

Bob Conoley spoke against sanctions.

Dennis Sutter expressed support for Councilmember Peltier.

Lisa Neal expressed concerns with the Ethics Board's opinions.

Chris Van Dyke suggested Council acknowledge receipt of the opinions.

Mary Clare Kersten spoke in favor of Councilmember Peltier.

Sylvia Carlton spoke against the complaints.

Ross Hathaway expressed support for Councilmember Peltier.

Sharon Gilpin spoke in favor of free speech.

Charlotte Rovelstad expressed concerns with the process.

Kenneth Nelson expressed support for Councilmember Peltier.

David Schutz expressed concerns with the proposed motions.

Mary Hall spoke in favor of Councilmember Peltier.

Olaf Ribeiro expressed support for Councilmember Peltier.

Bonnie McBryan expressed concerns with the process.

Doug Rauh expressed support for Councilmember Peltier.

Doug Hotchkiss expressed support for Councilmember Peltier.

John Wright commented on the importance of candor in Council discussions.

Maris Favel expressed support for Councilmember Peltier.

Erin Phillips spoke in favor of moving forward.

Dick Haugan expressed support for Councilmember Peltier.

Brian Wilkinson expressed frustration with Council.

Councilmember Nassar moved to acknowledge receipt of the Ethics Opinions. The motion failed for lack of a second.

MOTION: I move to accept Advisory Opinion 2018-03.

Blossom/Deets: Motion carried 5 – 1.

AYES: Sarah Blossom, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina

NOES: Rasham Nassar
ABSENT: None
ABSTAIN: Ron Peltier

MOTION: I move to concur with Advisory Opinion 2018-05.

Blossom/Tirman: Motion carried 5 – 1.

AYES: Sarah Blossom, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina
NOES: Rasham Nassar
ABSENT: None
ABSTAIN: Ron Peltier

9) CLOSED RECORD PROCEEDING

9.A The Landing Final Long Subdivision, Resolution No. 2019-10 - Planning

[Cover Page](#)
[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](#)

Mayor Medina recused himself from the vote. Senior Planner Greetham introduced the agenda item.

City Attorney Levan provided information on the Appearance of Fairness doctrine. There were no disclosures or Appearance of Fairness challenges.

MOTION: I move to approve Resolution No. 2019-10 relating to The Landing Final Long Subdivision.

Nassar/Tirman: Motion carried 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider
NOES: None
ABSENT: None
ABSTAIN: Kol Medina

10) UNFINISHED BUSINESS

10.A Shoreline Master Program Periodic Review Process Public Participation Program and Work Plan - Planning

[Cover Page](#)
[20190226_SMP_PPP_and_WP.docx](#)

This item was deferred to a future meeting.

10.C Olympic Drive Non-Motorized Improvements Project Construction Award - Public Works

[Cover Page](#)
[Olympic Drive Bid Form](#)
[OLYMPIC DRIVE NM CONTRACT](#)

Public Works Director Loveless introduced the agenda item.

Public Comment

David Peterson, Active Construction, spoke about their bid.

Council discussed the award.

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.

Blossom/Deets: The motion was withdrawn following discussion.

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 provided that the first low bidder is not successful in their protest. In the event they are, I authorize the City Manager to award the contract to the first low bidder.

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

11) NEW BUSINESS

11.A Ordinance No. 2019-05 Revising the BIMC Sewer Code to Allow a Limited Number of Onsite Systems in Sewer Service Areas - Public Works

[Cover Page](#)

[Ordinance No. 2019-05 Relating to Sewer Connection Requirements](#)

This item was deferred to a future meeting.

11.B 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

[Cover Page](#)

[Amendment No. 2 to the ILA with the WA DOL](#)

This item was deferred to a future meeting.

12) CONSENT AGENDA

12.A Agenda Bill for Consent Agenda

[Cover Page](#)

12.B Accounts Payable and Payroll

[Cover Page](#)

[Report to Council of Cash Disbursements 02-27-19.pdf](#)

[Payroll.pdf](#)

Accounts Payable: last check number 349064 from previous run = \$319.10; manual check number sequence 349797 – 349820 = \$218,192.97; regular check number sequence 349821 – 349889 = \$237,338.66. Retainage release = \$7,103.06. Total disbursement = \$455,531.63.

Payroll: normal direct deposit check sequence 044004 – 044127 = \$322,965.72; normal payroll check sequence 108865 – 108867 = \$25,385.84; vendor check run sequence 108868 – 108879 = \$129,762.76; ACH = \$308.69; Federal Tax Electronic Funds Transfer = \$135,138.30. Total disbursement = \$613,561.31.

12.C City Council Study Session Minutes, February 5, 2019

[Cover Page](#)

[CCMIN 020519 STUDY SESSION](#)

12.D Regular City Council Business Meeting Minutes, February 12, 2019

[Cover Page](#)

[CCMIN 021219 BUSINESS MEETING](#)

12.E 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 \(Approved by the Utility Advisory Committee - June 27, 2018\)](#)

12.F 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](#)

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

Nassar/Tirman: The motion was approved by unanimous consent.

13) COMMITTEE REPORTS

13.A Committee Reports

[Cover Page](#)

[Environmental Technical Advisory Committee Minutes - December 13, 2018](#)

[Utility Advisory Committee Minutes - January 9, 2019.pdf](#)

14) FOR THE GOOD OF THE ORDER

Councilmember Schneider thanked staff for their work in installing Steve Wilson's photo exhibit on homelessness.

15) ADJOURNMENT

Mayor Medina adjourned the meeting at 11:49 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: 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:

Approve with Consent Agenda.

SUMMARY:

Approval of 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:

- COBI project review process: 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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: 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:

Approve with 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., BIRD, 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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: 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:

Approve with Consent Agenda.

SUMMARY:

Approval of 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

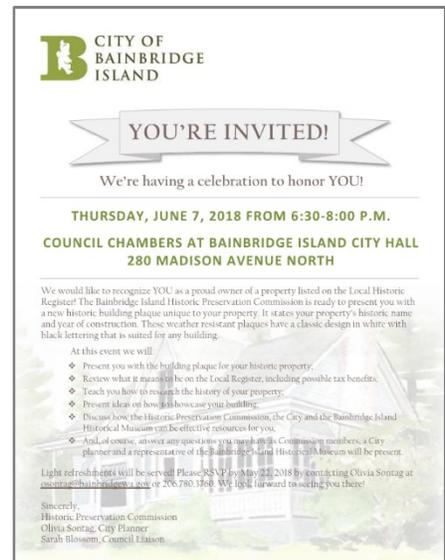
I. Local Historic Register Property Plaques:

- 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.
- 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 Rittergrupp 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.

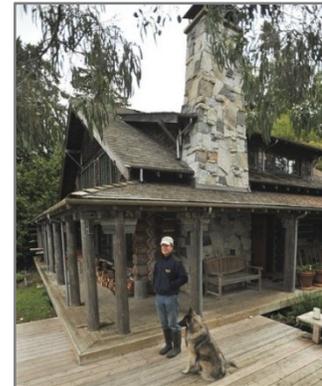


- i. Staff Resources:
 - a. 2 Facebook Posts
 $x 0.5 \text{ Hours per Post}$

 1 Hour Total
- ii. Other Resources:
 - a. 50 Cardstock Signs
 $x \$0.24 \text{ per Sign}$

 \$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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: 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:

Approve with Consent Agenda.

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:

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:

	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: <ol style="list-style-type: none"> 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 Finance Director	(Area code) Telephone (206) 780-8668	E-Mail N/A	
2 nd Contact Ron Logghe	(Area code) Telephone (206) 780-8611	E-Mail rlogghe@bainbridgewa.gov	
Department of Licensing (DOL)			
Contract manager Debbie Dunn, Data Sharing Manager	(Area code) Telephone (360) 902-0136	E-Mail 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			

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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Sustainable Transportation Request for Qualifications - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda

SUMMARY:

City Council to consider the proposed Request for Qualifications for Sustainable Transportation, as modified on March 5, 2019.

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	
One-Time Cost:	\$150,000
Included in Current Budget?	Yes

BACKGROUND:

On January 15, 2019, the City Council discussed the sustainable transportation proposal. On January 22, 2019, the Council directed staff to prepare a request for qualifications.

On March 5, 2019, the Council considered an initial draft of the request for qualifications and forwarded it for approval with the March 12, 2019 Consent Agenda with several modifications.

If approved by Council with the March 12, 2019 Consent Agenda, advertising would occur March 22 and 29, 2019. Qualification packages would be due to the City on April 12, 2019. A five-member selection committee will 267

be formed to evaluate and rank the qualification submittals. Interviews may then be scheduled with short-listed firms. The selected firm would be chosen by late May or early June.

ATTACHMENTS:

[Sustainable Transportation RFQ](#)

FISCAL DETAILS:

The 2019-2020 biennial budget includes \$150,000 for this item under non-motorized transportation planning.

Fund Name(s): General Fund

Coding:



CITY OF BAINBRIDGE ISLAND

REQUEST FOR QUALIFICATIONS (RFQ)

Sustainable Transportation Planning

I. Project Description

The City of Bainbridge Island (City) is soliciting proposals from qualified firms, or partnership of firms, with rich experience in active transportation, transit and last-mile solutions, greenway development, and community consensus-building to work with stakeholders and the public to establish measurable community goals, evaluate the entirety of the section of the City’s Island-Wide Transportation Plan against these goals, and create a strategy for building a sustainable transportation infrastructure for the future of transportation.

II. Background

Reports on climate change indicate that we need to make behavioral changes to reduce our carbon footprint, and our reliance on single occupant vehicle use for primary means of transportation is a sizable contributor. Sustainable transportation initiatives that aim to reduce single-driver trips, promote ridesharing and public transportation, and offer car-free options to Islanders should be at the core of our efforts.

Recent Bainbridge Island surveys show that up to 60% of respondents want and would use new infrastructure for “active transportation” if it felt safe, compared to roughly 5% who currently use active transportation regularly. Bike and car sharing could make housing more affordable by reducing the need for parking requirements. And Bainbridge Island has a built-in incentive to save the cost of driving a car onto the ferry; we can use ferry metrics to help measure success.

The City has identified the following outcomes of this proposal:

- Build consensus and support from stakeholder groups to achieve the greatest sustainable transportation benefit for the most people.
- Define inspiring and measurable goals against which all individual projects can be measured. Measurable goals, for instance, could be to reduce the growth of vehicle use.
- Provide neutral expertise (i.e. not from stakeholders) that can challenge our perceived constraints, suggest best practices, share success stories from other comparable small town/rural communities, apply creative problem solving, and achieve consensus on appropriate standards and guidelines for meeting our goals.
- Include formal partnerships from other jurisdictions (Bainbridge taxing districts, Kitsap Transit, WSDOT, and WSF) to maximize opportunities for new solutions and support for those solutions.

- Communicate a compelling vision and a high-level plan based on these goals and partnerships, with appropriate visualizations, technology enhancements, illustrations, and narrative to tell a story that is accessible to all islanders.

III. Preliminary Scope of Work

This project is envisioned in two phases. The following Scope of Work tasks indicate the broad areas of consideration:

Phase 1

The first phase will consist of developing a community engagement plan and implementing the approved plan. Consultant will provide proposed goals, guidelines, and standards informed by the community engagement.

1.1) Community Engagement Plan/Public Outreach – The consultant team will meet with City representatives to review project goals and strategies, refine working objectives, collect existing data, and establish communication channels. Consultant will develop a community engagement plan, identifying stakeholders, process, and format for the outreach. The consultant will submit a Community Engagement and Outreach Plan for City approval, then implement the approved plan.

1.2) Develop Goals, Objectives, and Performance Measures – The consultant team will supply sample goals, objectives, and performance measures from other regions to help define measurable goals, objectives, and policies for the city. Consultant will develop performance measures to accurately track and assess the implementation of the Final Plan. Consultant will propose an outreach strategy and communication materials for the subsequent phases of work.

1.3) Education and Promotion – The consultant team will develop a multimedia presentation of the Goals, Objectives, and Performance Measures that provides the narrative, clarity, and specificity needed to communicate with and inspire residents. Consultant will make recommendations for community education and outreach for Phase 2 tasks.

Phase 2

The second phase will consist generally of a gap analysis of existing non-motorized infrastructure and public transportation options, proposed projects and initiatives to further community goals, and recommendations on updates to current transportation plans.

2.1) Review of Existing Conditions and Related Studies – The consultant team will review existing conditions and current related studies to classify the adequacy of existing facilities, and identify and characterize gaps in the bicycle, pedestrian, and paved trail system. Consultant will collect historical data and prepare maps showing: 1) existing bicycle, pedestrian, and paved trail facilities; 2) programmed and planned bicycle, pedestrian, and paved trail facilities; 3) existing transit routes, bus stops, transit centers, and park-and-ride lots; and 4) key intersection and roadway vehicle counts.

2.2) Develop Alternatives and Other Recommendations – The consultant team will develop bicycle and pedestrian facility decision tools to help the City prioritize appropriate types of

facilities to apply to existing streets and neighborhoods. The tools will include a bicycle facility decision matrix and a roadway crossing decision matrix. Consultant will prepare a set of Design Guidelines for transit, bicycle, pedestrian, and paved trail facility design. Consultant will conduct a thorough review and assessment of the current public transportation system in the City and provide options for increasing ridership with last-mile solutions that could include new forms of active transportation.

2.3) Proposed Priorities – The consultant team will recommend a list for a high-priority network of transit, bicycle, pedestrian, and trail facilities for the City in tables and GIS formats, incorporating the existing pedestrian and bicycle network and recommending new routes to address gaps, deficiencies, and needs. Consultant will develop a prioritized project slate and a candidate for a high-profile, “marquee” project. Consultant will provide best practices and examples of funding mechanisms for proposed priority projects.

2.4) Education and Promotion – The consultant team will develop a multimedia presentation of the Final Plan that provides the narrative, clarity, and specificity needed to communicate with and inspire residents. Consultant will make recommendations for education, encouragement, and outreach to increase the use of existing and proposed infrastructure.

A more detailed final scope of work, project timeline, and budget will be developed with the selected consultant firm. All phases will include project management and project coordination tasks.

The City of Bainbridge Island reserves the right to retain the services of the successful firm(s) for any subsequent phases (i.e., further study, plan development, design and alternatives development, preliminary engineering, public outreach and engagement) associated with this project.

IV. Submittal Content

The submittal shall be twenty (20) pages maximum, 8½ x 11 inches, double-sided sheets, 12-point font minimum. All pages count towards the page total *except* the covers, introductory letter (two-page maximum), and organizational chart (if included). The proposal shall be structured per the headings as outlined below.

1. **Description of Firm(s)** – Briefly describe the firm’s areas of expertise and other information that helps to characterize the firm(s). Provide the name, title, address, and telephone number of the primary contact for the lead firm.
2. **Project Manager’s Experience** – Identify the project manager who will be responsible for this project. List the project manager’s relevant experience and similar work, with emphasis on experience with developing active transportation plans with communities similar to Bainbridge Island.
3. **Personnel** – Describe the project team including name and office location of key personnel, including subs. Describe key personnel’s proposed roles and responsibilities on this project, and relevant related experience, with emphasis on experience with the scope of work detailed above.

4. **Project Understanding/Approach** – Describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe resources the firm could provide to enable collection or verification of data in a timely fashion. Describe how the firm will engage the community, and provide examples of graphic products the team could produce. Describe particular challenges which you foresee this project presenting and your approach for addressing these challenges. Show example graphics from past projects that relate to this project.

V. Evaluation Criteria

Proposals will be ranked on qualifications and the City of Bainbridge Island may choose to interview the top ranked firms. However, at its discretion, the City of Bainbridge Island may dispense with interviews and select a firm to perform the work. Firms will be evaluated on the basis of the following factors:

1. Proposal format and organization (5%)
2. Consultant firm's experience (10%)
3. Project manager and team experience preparing innovative sustainable transportation plans (35%)
4. Project understanding and approach (45%)
5. Past Performance/References (5%)

A selection committee appointed by the City of Bainbridge Island will assist with firm evaluations. The City of Bainbridge Island will seek to negotiate a contract, a detailed scope of work, fee, and schedule with the preferred firm. If unable to reach an agreement, the City of Bainbridge Island will terminate negotiations and commence negotiations with the second-ranked firm, and so forth.

The City of Bainbridge Island reserves the right to waive minor irregularities in a response, request additional information on any response beyond that required by this RFQ, and reject any and all responses and not award a contract as a result of this request for qualifications.

VI. Submittal Deadline

Five (5) copies of the proposal must be received no later than 3:30 p.m. local time on April 12, 2019 to the following address:

City of Bainbridge Island
Public Works Department
280 Madison Avenue North
Bainbridge Island, WA 98110

Attn: Mark Epstein – Engineering Project Manager

Submittals received after the deadline will not be accepted.

Also provide a PDF digital copy of the submittal to mepstein@bainbridgewa.gov by the deadline.

Questions regarding the project may be directed to Mark Epstein - Engineering Project Manager, City of Bainbridge Island, (206) 780-3721, mepstein@bainbridgewa.gov.

VII. Additional Information

In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City of Bainbridge Island laws, regulations, and procedures in the conduct of the work specified herein. The consultant selected will be required to meet City and State Professional Service Agreement and insurance requirements. The consultant selected to work on this project will be required to obtain a City of Bainbridge Island business license.

Americans with Disabilities Act (ADA) Information

The City of Bainbridge Island in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Mark Epstein at mepstein@bainbridgewa.gov or by calling collect (206) 842-2016.

Title VI Statement

The City of Bainbridge Island in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

Dates of publication in The Bainbridge Review: March 22, 2019 and March 29, 2019



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: 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:

Approve with Consent Agenda.

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 one hundred (100) 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.

At its meeting on March 5, 2019, the Council considered the proposed ordinance, including related to the number of blackwater onsite treatment systems that would be allowed in the City's sewer service area. The proposed ordinance included a limit of 10 equivalent residential units (ERUs) and, after consideration and discussion, the Council amended the proposed ordinance such that the number of blackwater onsite treatment systems that will be allowed in the City's sewer service area related to his activity will be limited to one hundred (100) ERUs.

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 100 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 Pproperty owner will install a composting toilet and ~~gray~~ 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 pProperty 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 one hundred (100) 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: March 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:35 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

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:

[Public Safety Committee Minutes, December 13, 2018](#)

[Ethics Board Minutes, January 14, 2019](#)

[Marine Access Committee Minutes, January 14, 2019](#)

[Utility Advisory Committee Minutes, January 23, 2019](#)

[Utility Advisory Committee Minutes, February 13, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

MINUTES

1. Meeting was called to order at 6:00 p.m. The agenda was approved as presented. No conflicts of interest were disclosed. The following were in attendance:
 - a. Committee Members: Joe Deets, Ron Peltier, Sarah Blossom
 - b. Staff: City Manager Morgan Smith, Chief Matthew Hamner
 - c. Public: Cindy Anderson, Sal DeRosalia, Charlotte Rovelstad, Brenda Fantroy-Johnson, Erin Phillips, Andy Rovelstad
2. The September 13, 2018 minutes were approved as presented.
3. Public Comment
 - a. Cindy – there is nobody who represents the people to accept complaints, filed a damage complaint with the City seeking the truth from the City. Cindy passed around copies of her claim for damages form. Elected officials have not paid attention to her and that is why she is seeking redress 11 years later. Elected officials who covered up police abuse should be indicted.
 - b. Charlotte – wants to speak to agenda item 5
 - c. Erin – Bainbridge Dance Center has had swastikas painted on their fence. Was reported to police. Happened 3 weeks ago. Is there a mechanism for the community to know about these types of incidents?
 - d. Brenda – what’s the process? (following up on Erin’s comment and question)
 - i. Chief Hamner (in response to Erin and Brenda) – depending on the victim. Sometimes victims don’t want to be identified. Victims can request that police not publicly say what happened. Police reports are public records, but PD does not put out press releases. If there is a danger to the public, it’s a judgment call by the Chief.
 - e. Brenda – if it’s something that may endanger the public then they should know.
 - f. Sal – has heard what can be done, not what was done. Has been made aware of some things and will use anything in his power to bring attention to them. Mentioned 94-year-old woman living next to Highway 305.
 - g. Morgan (in response to previous comments) – explained monthly NIBRS reporting.
 - h. Charlotte – an explanation of reporting requirements would be helpful to the community
 - i. Chief Hamner (in response) – no mandatory by citizens. Lots of incidents are not reported to PD
 - j. Andy – at Marine Access Committee there has been a police officer at the meeting, which is new and strange
 - i. Morgan – he came as the Marine Officer to be a resource to answer questions. Supervises the whole marine program for the City.

4. Chief's Report – Chief Hamner went summarized the Complaints and Performance Measures outlined in his report. Joe asked about the shooting earlier this year, Chief says that the Prosecutor has put out a report. Ron asked about the 2 use of force incidents. Chief didn't have details, but they did not involve injuries. Ron asked about the incident involving two joggers. Chief said blood results are back and are with Prosecutor. This incident is being investigated Kitsap County Sheriff's Office because BIPD doesn't have an officer with the expertise and certifications to conduct a traffic fatality investigation. There has been a delay but BIPD has no control over that, WSP runs the lab.
5. Joe talked about his memo regarding recommended changes to the PSC. Erin asked if the Chief thought it would be helpful to have citizens on the Committee. He believes so but members should be graduates of Citizen Police Academy so that they have an understanding of what BIPD does. Mentioned his Police Chief's Advisory Group. Charlotte asked what formed Joe's opinion that there were no significant police related issue that were not being addressed. Joe stated nothing has been brought to his attention. Charlotte suggests that information needs to be sought out before we determine what the issues. She further stated that elected officials and police are not safe people for those who have had bad experiences with the police to approach so adding citizens to the group is a good suggestion. Cindy discussed the lack of internal affair investigations and specifically mentioned the shooting that occurred earlier this year and the officer involved. Chief Hamner reminded everyone that the police department now is very different from the police department a few years ago. Also reminded the group of the BIPDs certification and the outside investigations that occur. KCIRT investigates these incidents and turns the investigation over the Kitsap County Prosecutor's office for review. Brenda asked if Committee would review the outside investigations as was suggested in the 2/28/15 memo regarding the PSC. **Motion** to forward Joe's recommendation, with the amendment that there be 3 citizens rather than 2, to City Council for consideration. Passes – 3-0.
6. For the Good of The Order – none
7. Adjourned at 7:05
Notes prepared by Sarah Blossom

COBI ETHICS BOARD

Regular Meeting

Monday January 14, 2019

Minutes

1. Call to order. Meeting was called to order at 6:35 PM Present were Scott Wilder, Maradel Gale, Brian Strully, Suzanne Keel-Eckmann, Ingrid Billies, and Joe Deets, Council representative.
2. Changes or Additions to Agenda. None.
3. Disclosure of conflicts of interest. None.
4. Minutes of the November 2018 meeting were accepted as submitted.
5. Communications. Scott had conversation with Councilman Peltier regarding who wrote/writes advisory opinions and noted conversation with Suzanne Keel-Eckmann regarding Ethics Board processes.
6. Public Comment. Brian Wilkinson spoke to citizens having fractured trust with Council due to apparent conflict of interest related to land use. Scott explained the process for submitting ethics complaints and explained the process for review and consideration by the Ethics Board. Joan Geraghty spoke to lack of consistent enforcement of land use regulations for former city officials, particularly related to shoreline variances. Scott explained the purview of the Ethics Board is to hear complaints against current elected and appointed officials. He directed her to discuss the issue with the city manager and/or with City Council.
7. Election of New Chair. Suzanne was nominated and will be the new Chair of the Ethics Board.
8. Nassar Advisory Opinion Request. There are 3 complaints/advisory opinion requests. The Board will ask for clarification from Mr. Dunn regarding his request, is it a complaint or an advisory opinion he is asking for. Maradel and Brian will take this on. Maradel and Brian will also work on the McBryan request for advisory opinion.
9. Peltier Advisory Opinion Requests. A subcommittee will draft the advisory opinion for both Peltier requests. Maradel and Brian will comprise the subcommittee.
10. Proposed Changes to Code. Maradel led a discussion on this. Present to City Council the ways the Board would like to improve the Code at the presentation of the Boards' Work Plan and Annual Report to the Council. Maradel or Brian will put together a bullet list of the changes to the Code that the Board is considering proposing.
11. Training Update. There are other committees that still need the Ethics Education Module. There will be an Ethics and City Government training at City Hall Wednesday January 16th.
12. Annual Report/Workplan. The Board would like to host another booth at the Farmer's Market this summer. There will be an open seat on the Board to fill.
13. Items for Next Meeting. Drafts of advisory opinions, review draft Annual Report / Work Plan ideas.
14. Next meeting date. February 11, 2019, 6:30 PM.
15. Adjournment. 7:56 PM.


Suzanne Keel-Eckmann, Chair

2-22-19
Date



MARINE ACCESS COMMITTEE
REGULAR MEETING MINUTES
JANUARY 14, 2019

Present: Anthony Oddo (Chair), Greg Spils, Elise Wright, Terry Kerby, Ron Peltier (Council liaison)

Harbor Steward, Mark Leese

Members of staff were:

Deputy City Manager Ellen Schroer

Buoy Placement Project Manager Aaron Claiborne

Harbormaster Tami Allen

Marine Officer Sgt. Ben Sias

There were a number (12?) of citizens representing the Liveaboard and Rowing communities in attendance.

Call to Order: 5:32 PM

Roll Call

Accept or Modify Agenda accepted.

Conflict of Interest Disclosure. None

Approval of Minutes from November 7 and December 10 Meetings Moved by Greg Spils, Seconded by Elise Wright. Approved

Welcome to new MAC Member: Terry Kerby (Position I)

Reports

- City (**Councilmember Peltier**) Reported that rowing club members are reaching out to individual members of council about the open water marina.
- Harbor Steward (**Mark Leese**) reported on a successful lighted boat parade with 6 boats in attendance. Expect more this year. Need better coordination with the city on lighting times at waterfront park.
- Harbormaster (**Tami Allen**) No report.

Action/Discussion Items

- 2018 Marine Access Committee Accomplishments and Report to Council (**All**) **Not discussed**
- 2019 Project Plan/Review of MAC 2018-19 Work Plan (**All**) **Not discussed**

- Discussion of next steps for MAC re: DUOWM Layout/Design Project (**Anthony Oddo**)
- Public Comment (summary)
- Members of the public were invited to comment on the buoy placement options developed by city staff. In particular option 1.
- BI Rowing proposed an alternative buoy layout that allowed for 2 lanes through the DUWOM allowing for rowing directly from the east to the west of the harbor, this would require 2-point vessel tethering.
- Live aboards reject the BIR proposal based on the lack of safety in having fast moving rowing teams passing between their boats, the additional wear and tear on their boats and the increased difficulty in safely boarding their vessel during choppy sea conditions.
- The committee will continue to look for solutions and have asked City staff to develop two options that would allow for the inclusion of 16 vessels with a single tie and create space for a channel on the south side of the DUOWM.

1. Map 16 vessels on a single-point swing for those currently residing in the OWM along with 5 additional vessel lengths known to be on the wait list (rounded to the nearest 10'). In doing so, create a southern navigation fairway by shifting buoy positions to the North and Northeastern boundaries of the OWM.

2. Map 16 vessels on a single-point swing for those currently residing in the OWM along with 5 60' vessel spaces. In doing so, create a southern navigation fairway by shifting buoy positions to the North and Northeastern boundaries of the OWM.

The meeting was adjourned at 7:34 PM.


Co-Chair


Date



Minutes

1. Call to Order at 5:00 p.m. / Roll Call / Accept or Modify Agenda / Conflict of Interest Disclosure

Present:

Co-Chairs: Andy Maron, Jeff Kanter
Members: Ted Jones, Nancy Nolan, Steve Johnson, Charles Averill
Council Rep: Rasham Nassar
Staff Rep: Barry Loveless

2. Acceptance of Minutes from 9 January. Accepted with no corrections.

3. Public Comment: None.

4. Public Works Update: Skipped to make more time for FGS Rate Study Discussion.

5. Memo to Council re: Periodic Review of Utilities. Discussed briefly at end. Steve and Ted will revise draft memo that Steve presented. Barry will provide by email franchise agreements of PSE and Comcast. Andy pointed out that often a franchise agreement is narrowly focused on roles and responsibilities in city Rights of Way. But much more can be negotiated. UAC review of a non-city utility and associated discussion with the Council may identify goals for the city to seek in subsequent negotiations.

6. Water and Sewer Rate Study Discussion (FGS Group). Chris presented slides with scenarios we asked to see and with updates driven by changes in the council's adopted CIP and budget.

- Water Rates. With an overall 4 percent revenue increase City can build capital projects fund and will need to borrow \$1M down the road. With 2 percent revenue growth, the city likely will not build a capital project reserve fund and will need to borrow \$1.6M down the road. The 2 or 4 percent revenue increase comes from raising aggregate rates of all customers, but because we are also adjusting rates due to the cost of service analysis, some classes of customers and rate payers will pay much more, and some will pay less or stay the same. The committee felt that most, but not all service classes should be billed in accordance with their cost share over a three-year transition. The committee is leaning toward the 2 percent increase. Chris will bring updated graphs and tables for that scenario at the next meeting for further review and discussion.
- Sewer Rates. Costs were revised upwards since Chris' September draft. Chris pointed out that the city would need to raise aggregate rates 4% if it is going to build a capital projects reserve fund. The committee reviewed the existing COBI Utility debt schedule. There is a sizable retirement of debt starting in 2026. UAC is leaning more towards 2% aggregate rate growth here, too. Retiring old debt by itself increases the city's borrowing capacity and helps it get the best rates. The committee felt that it didn't make a lot of sense to also be building a reserve fund at the same time. Chris will revise charts and tables based on 2% increase for further review.



The committee also discussed if the rate structure should be biased more towards usage fees than base rate to incentivize conservation. Consensus was that with the complicated adjustment to rate classes to correct cost of service discrepancies, this would just make the result more confusing. As modelled 55 % of system revenues are generated from the Base Rate with residential customers paying 61% in base rate and nonresidential paying 38%. Chris will present an option of applying the increases only to the usage fraction of the bill.

- Presentation strategy. Barry confirmed that under the contract FGS can prepare for the council a slide show (of about 30 slides) and a narrative report with all the tables and models explained. The committee discussed how all this information will be presented to the council; Barry will discuss that further with the administration, council, and consultant. It was decided that the UAC should prepare a memorandum describing the committee's review of the consultant's work and recommending approval of the final product. Andy and Jeff will begin work on the memo.

7. For the Good of the Order. Nothing to report.

8. Adjournment 7:05 p.m.


Co-chair

2/22/19

Date



Minutes

1. Call to order: Meeting called to order at 5:01 p.m.
 - Present: co-chairs Andy Maron, Jeff Kanter; members Charlie Averill, Nancy Nolan, Emily Sato. PW director Barry Loveless. Ted Jones arrived at 5:50 p.m.
 - Chris Gonzales (of FCS Group) participated via phone.
 - Absent: Steve Johnson; council liaison Rasham Nassar.

2. Meeting minutes: Minutes of the prior meeting weren't yet ready, so will be reviewed for the next meeting.

3. Public comment: None

4. Water & Sewer Rate Study
 - Chris Gonzales explained the contents of the February 13 draft of the Water & Sewer Rate Study, with Committee members asking questions and suggesting clarifications.
 - This report, after edits, will be provided to the council for consideration. It will be accompanied by an Executive Summary highlighting the key points and recommended changes.
 - On page 29, an additional change was suggested: eliminate the winter/summer differential for commercial rates.
 - On page 31, it was suggested to omit the bottom red box, i.e. to not implement a uniform volume charge for single- and multi-family residential.
 - Chris will have an update for our next meeting. It's anticipated that the recommendation will be presented to council at its March 19 meeting.

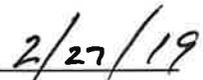
5. Memo to Council re water and sewer rate study.
 - The committee considered the latest draft of the memo, which Jeff, Andy and Nancy have been involved in drafting.
 - All UAC members are invited to send suggested changes to Andy, who will coordinate the process.

6. Memo to Council re periodic review of utilities.
 - Council will discuss in a future work session.
 - Ted and Steve will work on draft memo for consideration by UAC.

7. Public Works update: Brief update to the committee by Barry.

Meeting adjourned at 7:00 p.m.


Co-chair


Date