



**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JULY 09, 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

Deputy Mayor Tirman will leave at 9:00 PM and participate by phone for the remainder of the meeting.

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,
15 Minutes

3. APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:15 PM

4. PUBLIC COMMENT - 6:20 PM

5. MAYOR'S REPORT - 6:35 PM

6. CITY MANAGER'S REPORT - 6:40 PM

7. UNFINISHED BUSINESS

- 7.A (6:45 PM) Discussion of Process for Moving Forward with Amending the Ethics Program - Mayor Medina, 15 Minutes

- 7.B (7:00 PM) Request for Proposals for 2020 Lodging Tax Projects - Executive, 15 Minutes
[2020_LTAC_RFP_-_for_CC 07092019](#)
[LTAC Presentation for CC 9 July 2019](#)
[MRSC - Lodging Tax \(Hotel-Motel Tax\)](#)

- 7.C (7:15 PM) Potential City Proposal for Lodging Tax Advisory Committee (LTAC) Funds - Executive, 15 Minutes
[Wayfinding for CC 7_9_19.doc](#)
- 7.D (7:30 PM) Police and Municipal Court Funding Approach Decisions - Executive, 15 Minutes
[Police-Municipal Court for CC July 09 2019 Update for Packet](#)
[MRSC - Types of Municipal Debt](#)
[Draft Schedule 2019 LTGO and Refunding](#)
- 7.E (7:45 PM) Ordinance No. 2019-18 Correcting an Error in Ordinance No. 2019-14 Regarding Sewer Utility Fees - Public Works, 5 Minutes
[Ordinance No. 2019-18 correcting Ord 2019-14](#)
[FCS Rate Study Page 21.pdf](#)
- 7.F (7:50 PM) Sustainable Transportation Project Professional Services Agreement - Public Works, 15 Minutes
[Sustainable Transportation Plan_PSA Scope of Work_20190626.pdf](#)
[Sustainable Transportation Plan_PSA Budget_20190626.pdf](#)
[CC_Sustainable_Transportation_Proposal_.pdf](#)

8. NEW BUSINESS

- 8.A (8:05 PM) Interlocal Agreement for Navigator Behavioral Health Support - Police, 10 Minutes
[Navigator Services ILA](#)
[Poulsbo Navigator Policy - Updated 03.01.2019](#)
- 8.B (8:15 PM) Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance, 15 Minutes
[Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program](#)
[TBD Vehicle License Fee Rebate Program Summary](#)
[Vehicle License Fee Rebate Application Form](#)
- 8.C (8:30 PM) 2019 Chip Seal Project Contract Award - Public Works, 10 Minutes
[2019 Chip Seal Map](#)
- 8.D (8:40 PM) Olympic Drive Design Professional Services Agreement Amendment No. 1 - Public Works, 10 Minutes
[Amendment No. 1 to PSA with MIG SvR Design](#)
[Exhibit A to Amendment No. 1](#)
[Original PSA With MIG SvR Design - Executed April 15, 2019](#)
- 8.E (8:50 PM) Municipal Court Lease Extension - Public Works, 10 Minutes
[Amendment No. 2 to the Commercial Lease Agreement for the Municipal Court Building](#)
- 8.F (9:00 PM) Biosolids Contract - Public Works, 10 Minutes
[Staff Memo](#)
[Proposed Contract for Biosolids Hauling Services](#)
[Biosolids RFP](#)

- 8.G (9:10 PM) Police Vehicle Procurement - Public Works, 10 Minutes
[POLICE Vehicle DES WA Specifications](#)
- 8.H (9:20 PM) Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island - Councilmember Nassar, 10 Minutes
[Resolution No. 2019-22 Supporting Ban on Aerial Spraying of Glyphosate](#)
- 8.I (9:30 PM) Authorization to Engage Outside Legal Counsel to Pursue Prescription Opiate Litigation - Executive, 5 Minutes
[Keller Rohrback Engagement Agreement - FORM](#)

9. CONSENT AGENDA

- 9.A (9:35 PM) Agenda Bill for Consent Agenda, 5 Minutes
- 9.B Accounts Payable and Payroll
[Report to Council of Cash Disbursements 07-10-19.pdf](#)
[Payroll.pdf](#)
- 9.C City Council Regular Business Meeting Minutes, June 11, 2019
[CCMIN 061119 BUSINESS.pdf](#)
- 9.D City Council Study Session Minutes, June 18, 2019
[CCMIN 061819 STUDY SESSION.pdf](#)
- 9.E City Council Regular Business Meeting Minutes, June 25, 2019
[CCMIN 062519 BUSINESS.pdf](#)
- 9.F Water and Sewer Telemetry Upgrade Professional Services Agreement - Public Works, 5 Minutes
[Water and Sewer Telemetry Upgrade PSA](#)

10. COMMITTEE REPORTS

- 10.A (9:40 PM) Committee Reports, 5 Minutes
[Marine Access Committee April 8, 2019 Minutes](#)
[Marine Access Committee May 13, 2019 Minutes](#)
[Utility Advisory Committee May 8, 2019 Minutes](#)
[Utility Advisory Committee May 22, 2019 Minutes](#)
[Utility Advisory Committee June 12, 2019 Minutes](#)
- 10.B (9:45 PM) Regional Committee Reports by Council Member Liaisons - Mayor Medina, 10 Minutes

11. FOR THE GOOD OF THE ORDER - 9:55 PM

12. ADJOURNMENT - 10:05 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: July 9, 2019

ESTIMATED TIME: 15 Minutes

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

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Executive session discussion.

SUMMARY:

Executive session.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:45 PM) Discussion of Process for Moving Forward with Amending the Ethics Program - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Discussion.

SUMMARY:

The City Council will discuss the process for moving forward with amending the Ethics Program. The Council has been discussing the Ethics Program over the course of several meetings, including, most recently, at the Council meeting on July 2, 2019.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:00 PM) Request for Proposals for 2020 Lodging Tax Projects - Executive,

STRATEGIC PRIORITY: Vibrant Economy

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward approval of this Request for Proposals for 2020 Lodging Tax Projects to the July 23, 2019 Consent Agenda.

SUMMARY:

The City of Bainbridge Island annually solicits proposals for eligible projects to receive funding from the City's Civic Improvement Fund. Attached for Council review and consideration is a draft Request for Proposals for 2020 funding. The City Council appoints members to the Lodging Tax Advisory Committee (LTAC), which reviews project proposals and provides the City Council with recommendations on project funding.

The May 28 Council meeting included a discussion of the criteria to be used by the committee in evaluating project proposals. Staff have drafted updated criteria and eligibility for Council review at tonight's meeting.

FISCAL IMPACT:

Amount:	\$275,000
Ongoing Cost:	
One-Time Cost:	\$275,000
Included in Current Budget?	No

BACKGROUND:

The City of Bainbridge Island annually solicits proposals for eligible projects to receive funding from the City's Civic Improvement Fund. The City Council appoints members to the Lodging Tax Advisory Committee (LTAC), which reviews project proposals and provides the City Council with recommendations on project funding.

For 2020, the City proposes to award a total of \$275,000 in funding for eligible projects related to tourism marketing, marketing and operations of special events or festivals, the operation of tourism related facilities, and capital expenses for tourism related facilities. This is an increase over the amount awarded in 2019 of \$262,000 and is feasible due to the higher than forecast revenues in 2018 and year-to-date in 2019.

With the Council's approval, the City will issue the Request for Proposals (RFP) in July 2019 for project activities in 2020. The Lodging Tax Advisory Committee will meet in September and October to review proposals and provide a funding recommendation for Council consideration. The proposed 2020 RFP, updated after the discussion on May 28, is provided for Council review and discussion. The highlighted text in the RFP and the PowerPoint presentation shows added and new eligibility criteria as suggested by the Council at its May 28 meeting.

ATTACHMENTS:

[2020 LTAC RFP -for CC 07092019](#)

[LTAC Presentation for CC 9 July 2019](#)

[MRSC - Lodging Tax \(Hotel-Motel Tax\)](#)

FISCAL DETAILS:

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges. The State of Washington provides guidance for eligible uses of these funds, as well as for how the funds are awarded. Additional information is provided in the attached explanatory material from MRSC.

Each year since 2011, the amount of revenue received by the City of Bainbridge Island from this revenue source has increased. Over the past three years, the average amount of revenue received was \$240,000.

The recommended award for 2020 is \$275,000 which is higher than the amount of funding provided in 2019 (\$262,000). The increase is supported by higher than budgeted revenue that was received in 2018 and year-to-date forecasts for 2019. It is the City's practice to award an amount of total funding that is fully supported by the prior year's fund balance. This allows a lead time to adjust in the event of any significant downturns in this revenue stream.

Fund Name(s): Other

Coding:



CITY OF BAINBRIDGE ISLAND

REQUEST FOR PROPOSALS 2020 LODGING TAX / TOURISM FUND (CIVIC IMPROVEMENT FUND)

The City of Bainbridge Island is seeking proposals for projects to receive funding under the Civic Improvement Fund, which is established through Chapter 67.28 of the Revised Code of Washington (“RCW”) and Section 3.65.040 of the Bainbridge Island Municipal Code. Proposals must be for tourism marketing projects, marketing and operations of special events or festivals, the operation of eligible tourism-related facilities,¹ or capital expenses for an eligible tourism-related facility.²

For 2020, there are approximately \$275,000 in Civic Improvement funds (also known as Lodging Tax funds) available for distribution to support selected projects. The City Council has approved funding within a wide range, to encourage innovative projects of all sizes that recognize and promote the exciting – and expanding – tourism trends and opportunities happening on Bainbridge Island. Applicants may seek a minimum award of \$2,000 and a maximum award of \$137,500 (to reflect 50% of total available funds).

Funds must be used for: tourism marketing; marketing and operations of special events and festivals designed to attract tourists; operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or operations of tourism-related facilities owned or operated by nonprofit organizations. The City does not make multi-year commitments with Lodging Tax funds; however, service providers are not limited to nor are applicants prohibited from making repeat annual requests of a similar nature.

Successful applicants will be required to enter into a professional services agreement with the City to provide the services or products outlined in their proposals. Payment by the City will be made only when documentation of delivery of contracted services or products is provided to the City. The City will not provide payment in advance of delivery of goods or services.

All project activities must be identified in promotional and other business materials as having been funded by the City of Bainbridge Island Civic Improvement Fund.

¹ To be eligible for *operating* expenses, the tourism-related facility must be owned or operated by a municipality, or a public facilities district, or a nonprofit recognized by the Internal Revenue Service under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6). See, RCW 67.28.1816.

² To be eligible for *capital* expenses, the tourism-related facility must be owned or operated by a municipality or a public facilities district. See, RCW 67.28.1816.

Project and Applicant Eligibility

- Applicants seeking funding for capital expenditures for a tourism-related facility must be a municipality or a public facilities district created under Chapters [35.57](#) and [36.100](#) RCW.
- Applicants seeking funding for operating expenditures for a tourism-related facility must be a municipality or a public facilities district, or be recognized by the Internal Revenue Service as a nonprofit under 26 U.S.C. Sec. 501(c)(3) or 26 U.S.C. Sec. 501(c)(6).
- Applicants, other than municipalities or a public facilities district, must be registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible for funding.
- For-profit, private businesses are not eligible for funding.
- Proposals must comply with federal, state, and City of Bainbridge Island laws and requirements.
- Funding may be used for expenses incurred during January 1 – December 31, 2020. Funding requests for goods or services to be provided in 2019 or beyond calendar year 2020 will not be considered.
- Proposals from non-City organizations with a board member, officer, or staff member serving on the Lodging Tax Advisory Committee are not eligible for funding and will not be considered.
- Proposals involving special events, signs, building or construction, impacts to public property, or other activities that require permits under City code or state or federal law must demonstrate that the applicant has researched the appropriate permit regulations, confirmed the viability of the proposed activities, and incorporated permit fees in the project budget.
- Applicants seeking funding should be aware that, starting with the 2021 award cycle, applicants may not receive funding for the same activity more than three (3) years in a row.

Policy Background

Bainbridge Island Municipal Code – [Section 3.65.040 Civic Improvement Fund](#)

[Revised Code of Washington \(RCW\) Chapter 67.28 RCW](#) – PUBLIC STADIUM, CONVENTION, ARTS, AND TOURISM FACILITIES

Definition of Terms (Per RCW 67.28.080)

“Operation” includes, but is not limited to, operation, management, and marketing.

“Tourism” means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

“Tourism promotion” means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

“Tourism-related facility” means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Application Requirements

- Each proposal must **ADDRESS AND REFERENCE** the questions listed on the attached LTAC 2020 Proposal Form **IN THE ORDER IN WHICH THEY APPEAR**.
- Proposal must be presented in minimum 11-point font and may not exceed ten pages in total length (including the Cover Sheet).
- The City will only accept proposals in electronic format. **Proposals must be submitted as a single document that includes a Cover Sheet and any attachments, preferably using a pdf format.** Submit the proposal via email to:

cityadmin@bainbridgewa.gov

- Proposals are due **no later than 4:00 pm, Monday, September 16, 2019**. Late proposals will not be accepted. Applicants are solely responsible for ensuring that proposals are submitted and received on time.
- Each selected Service Provider (i.e., Lodging Tax funding recipient) will be required to submit to the City a final report on project results by January 29, 2021. **Per RCW 67.28.1816, and the reporting guidelines provided by the Washington State Joint Legislative Audit and Review Committee (JLARC), final reports must include the following information related to the activity:**

The projected and actual data for each of the following categories:

- a) Overall attendance for the activity;*
- b) The number of people who traveled more than 50 miles to attend the activity;*
- c) The number of people from outside the state or outside the country who attended the activity;*
- d) The number of people who attended the activity and paid for overnight lodging;*
- e) The number of people who attended the activity without paying for overnight lodging, and*
- (f) Total number of paid lodging nights (one lodging night = one or more persons occupying one room for one night).*

Additional information is available via JLARC's "[Instructions For Reporting Lodging Tax Expenditures](#)" document. See also the City's [Lodging Tax Advisory Committee](#) webpage to view JLARC data from prior years.

Review Process

Lodging Tax Advisory Committee (LTAC) Appointed by the Council on June 25, 2019

Rasham Nassar , Chair	City Councilmember
Matt Tirman , Vice-chair, non-voting	City Councilmember
Nancy Fortner	Eligible lodging business representative
Susie Burdick	Eligible recipient organization representative
Dominique Cantwell	Eligible recipient organization representative
John Dinsmore	Eligible lodging business representative

Proposals will be provided to the City's Lodging Tax Advisory Committee (LTAC) for review and comment. Applicants will have an opportunity to meet with the LTAC to provide additional information about their proposals, at a time and date to be identified by the committee. Applicant participation in this LTAC briefing is not mandatory but is strongly encouraged. The format for this briefing will be determined by the committee and applicants will be notified in advance of any particulars related to presentation materials, format, and time allowed.

All meetings of the LTAC will be open to the public, and advance notification of LTAC meetings will be provided by the City Clerk.

The LTAC will provide its recommendation for 2020 awards to the City Council for a final funding decision. The committee recommendation will include a list of candidate projects and recommended amounts of funding, which the City Council will consider for final approval.

Selection Criteria

The LTAC will use the following criteria in evaluating project proposals. Other relevant factors, such as availability of funds, may also guide the decision process.

Lodging Fund Project Evaluation – Basic Criteria

- A. Encourages tourism from visitors traveling more than 50 miles and from visitors traveling from outside Washington State or outside the country.
- B. Expected impact on increase in overnight stays in paid accommodations on the island.
- C. Expected increase in tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- D. Potential to draw visitors to the Island and increase overnight stays during the off-season, October 1 until Memorial Day.
- E. Applicant's demonstrated history of organizational and project success, including but not limited to previous LTAC-funded projects.
- F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.
- G. Project reflects innovative use of LTAC funds.
- H. Proposals for events that will generate an expected increase in tourism are encouraged.
- I. Proposals for capital projects are encouraged.
- J. Project goals and/or results can be objectively assessed.
- K. Project will leverage award funds with additional matching funds or donated in-kind goods or services.

**CITY OF BAINBRIDGE ISLAND
2020 LODGING/TOURISM FUND PROPOSAL
COVER SHEET**

Project Name:

Name of Applicant Organization:

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) Status and Tax ID Number:

Date of Incorporation as a Washington State Corporation and UBI Number:

Primary Contact:

Mailing Address:

Email(s): _____

Day phone: _____ Cell phone: _____

Please indicate the type of project described in your proposal:

✓	Project Type
☐	Tourism marketing
☐	Marketing and operations of special events and festivals designed to attract tourists
☐	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
☐	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

LODGING/TOURISM FUND APPLICATION

Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

1. Describe the applicant organization's mission, history, and areas of expertise. Describe the applicant's experience in tourism promotion on Bainbridge Island and its demonstrated ability to complete the proposed project.

Alternate question for event or facility funding:

Describe the event or facility proposed including its purpose, history, and budget. Include past attendance history, if applicable, and estimate the number of tourists drawn to the event or facility/year. Please estimate total attendance and the number of tourists estimated to attend for 2020. How has the activity been promoted in the past (if applicable) and what promotion is planned for 2020?

2. If appropriate, please identify any project partners and briefly describe the involvement of each. Please note that the maximum award of \$137,500 will apply to any single project, even if proposed by a team of partners.
3. If appropriate, please list each project and amount of funding awarded and utilized from the Lodging Tax (Civic Improvement) Fund within the last five years (2015-2019).
4. If any previous projects by the applicant were funded through the Lodging Tax (Civic Improvement) Fund and were not completed and/or if reports were not submitted to the City as requested, please explain:

LODGING/TOURISM FUND APPLICATION

Project Information

1. Describe the proposed project.

- a. **Scope:** Identify the Project's main objectives and how each will be achieved. Be as specific as possible about the proposed services, measurable impacts, distribution method, and costs.
- b. **Budget:** Include a detailed budget for the proposed project with itemized expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind contributions necessary to complete the project.
- c. **Schedule:** Provide a project timeline that identifies major milestones.

If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics.

2. Provide a brief narrative statement to address each of the selection criteria:

- a. Expected impact on increased tourism in 2020. Please provide specific estimates of how the project will impact the number of people traveling fifty miles or more to Bainbridge Island for the activity, or who will travel from another country or state outside of Washington State to attend the activity. If appropriate, compare/contrast this impact to the actual or estimated number of tourists at your event/facility in 2018 and estimates for 2019.
- b. Expected impact on, or increase in, overnight stays on the island. Please include actual or estimated numbers of tourists who will stay overnight in paid accommodations in Bainbridge Island lodging establishments in 2020 as a result of the proposed activities. Please include the basis for any estimates.
- c. Projected economic impact on Bainbridge Island businesses, facilities, events, and amenities, including sales of overnight lodging, meals, tours, gifts, and souvenirs (helpful data may be found on the Washington State Department of Commerce website).
- d. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e., October 1 until Memorial Day.
- e. The applicant's demonstrated history of organizational and project success.
- f. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.
- g. Describe how this project is new to our community or reflects an innovative use of LTAC funds.
- h. Expected draw for the proposed event, in particular how it will both generate an expected increase in tourism and appeal to the community.
- i. If for a capital project, detail the project's expected impact on increased tourism.

- j. Describe the degree to which the project goals and/or results can be objectively assessed.
- k. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services.

LODGING/TOURISM FUND APPLICATION

Supporting Documentation

1. Provide your organization's 2018 income/expense summary.
2. Provide your organization's 2019 budget and an estimate of actual 2019 revenue and expenses.
3. Letters of Partnership – Include letters from any partnering organizations committing to joint sponsorship of the application and specifying their intended activities.



RFP for 2020 Lodging Tax Projects

July 9, 2019

Planned Funding Level

- Plan for total 2020 awards of \$275,000
- Expect to award an amount fully supported by 2020 starting fund balance in the Civic Improvement Fund

2020 LTAC Awards

Tonight's Topics

- Confirm the requested updates to the selection criteria and eligibility
- Approve Request for Proposals (RFP) for issue in July

Requested Updates for 2020 Award Cycle

- Updates discussed at May 28 meeting
 - Clarify that, starting with awards for 2020, organizations may not receive funding more than three (3) years in a row
 - Promote innovative ideas
 - Incentivize events
 - Seek qualifying capital investments

2020 LTAC Criteria

- A. Encourages tourism from visitors traveling more than 50 miles and from visitors traveling from outside Washington State.
- B. Expected impact on increase in overnight stays in paid accommodations on the island.
- C. Expected increase in tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- D. Potential to draw visitors to the Island and increase overnight stays during the off-season, October 1 until Memorial Day.
- E. Applicant's demonstrated history of organizational and project success, including but not limited to previous LTAC-funded projects.

2020 LTAC Criteria (continued)

F. Project reflects partnerships with other organizations and businesses, to encourage cooperative tourism marketing and minimize duplication of services.

G. Project reflects innovative use of LTAC funds.

H. Proposals for events that will generate an expected increase in tourism are encouraged.

I. Proposals for capital projects are encouraged.

J. Project goals and/or results can be objectively assessed.

K. Project will leverage award funds with additional matching funds or donated in-kind goods or services.

2020 Award Cycle Eligibility

- Applicants must be a municipality, public facilities district, or registered with the Washington Secretary of State as a Washington State Corporation.
- Individual persons are not eligible.
- For-profit, private businesses are not eligible.
- Proposals from organizations with a board member, officer, or staff member serving on the LTAC are not eligible.
- Applicants seeking funding should be aware that, starting with the 2021 award cycle, applicants may not receive funding for the same activity more than three (3) years in a row.

General Timeline

- June 25 – Appoint LTAC members
- July 30 – Issue RFP
- August – Informational Meeting for Applicants
- Sept 16 – Proposals due to City
- Sep/Oct/Nov –
LTAC reviews proposals and develops funding recommendation for City Council consideration

Questions?

Discussion?

Requested Decision:

Consider authorization of
issuance of Request for
Proposals.



Lodging Tax (Hotel-Motel Tax)

This page provides an overview of the lodging tax, also known as the hotel-motel tax, that cities and counties in Washington State may charge to benefit tourism.

What is the Lodging Tax?

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities.

How Can the Lodging Tax Revenues Be Used?

The guiding principle for the use of lodging taxes is that they must be used for activities, operations and expenditures designed to increase tourism. Specifically, lodging taxes can be used for:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations ([RCW 67.28.1816](#)).

Note that, as of July 1, 2013, capital expenditures for tourism-related facilities owned by nonprofit organizations are no longer permitted expenditures of lodging tax funds.

If you are considering using lodging tax revenues to fund staff support of the Lodging Tax Advisory Committee, see MRSC's blog post on [Using Lodging Taxes for Staff Support of LTAC](#).

In addition, 2015 legislation ([SB 1223](#)) also allows cities and counties to (optionally) use lodging tax revenues to repay general obligation bonds ([RCW 67.28.150](#)) or revenue bonds ([RCW 67.28.160](#)) for affordable workforce housing within a half-mile of a transit station. The legislation does not grant additional bonding capacity or lodging tax resources but provides another option for the use of these limited resources. (King County has separate mandatory provisions requiring at least 75% of the revenues to be used for affordable housing and the arts beginning in 2021. However, these provisions do not apply to other local governments.)

What is Included in Tourism Marketing and Operations?

It includes activities defined as "tourism promotion" in state law ([RCW 67.28.080](#)).

- Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists;

- Developing strategies to expand tourism;
- Operating tourism promotion agencies; and
- Funding the marketing or operation of special events and festivals designed to attract tourists.

What is a "Tourism-Related Facility"?

A tourism-related facility is a real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is (a) owned by a public entity, nonprofit organization (including a non-profit business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce) and (b) used to support tourism, performing arts, or to accommodate tourist activities ([RCW 67.28.080](#)).

What Kinds of Facilities Does this Include?

It depends. The guiding principle here is that the facilities should be used by tourists. So, for example, a municipal golf course would likely be a permitted expenditure in Chelan, where it probably would not be if it were in a residential neighborhood in Spokane. Each situation is unique.

Applications for Lodging Tax Funds

In counties or cities of at least 5,000 population, applications must be submitted directly to the lodging tax advisory committee (LTAC). In counties or cities of less than 5,000, applications are submitted to the county or city. The law is silent on how often the awards should be made. Some jurisdictions choose to make awards as part of their annual budget cycle. Others also make mid-year awards to account for unexpected increases or decreases in projected revenue.

Who Must Apply?

- Convention and visitors bureaus;
- Destination marketing organizations;
- Nonprofits, including main street organizations, lodging associations, or chambers of commerce;
- Municipalities - The State Auditor's Office is interpreting the law to mean that all users of funds, including municipalities, are considered applicants and must follow relevant application procedures. So, cities and counties should submit applications for their own projects to the LTAC.

What is Included in the Application?

All applications must include estimates of how funding the activity will result in increases to people staying overnight, travelling 50 miles or more, or coming from another state or country. To ensure this data is collected, jurisdictions should require this information on their lodging tax application forms.

There is no requirement that priority for funding be given to applicants expected to generate the most travelers, and lodging tax revenue may still be awarded to recipients who generate few of these types of travelers.

Examples of Funding and Application Guidelines

- [Mount Vernon 2017 Lodging Tax/Tourism Promotion Funding Application Guidelines and Information](#)

- [San Juan County 2017 Lodging Tax Facilities Grant Program](#)
- [Ocean Shores 2015 Lodging Tax Plan for Use and Application Information](#)

Examples of Applications for Lodging Tax Funds

- [Ellensburg Request for Proposals Lodging Tax Fund](#) (2017)
 - [Lacey Application for City of Lacey Lodging Tax Funds](#) (2019)
 - [Pacific County Lodging Tax Grant Application Packet](#) (2019)
 - [Wenatchee Application for Wenatchee Lodging Tax Funds](#) (2016)
-

Review and Selection of Applications

In a municipality of at least 5,000 population, the LTAC receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to the municipality's legislative body for final determination. If a municipality under 5,000 chooses to establish a LTAC, they may, but do not have to, follow these requirements.

What Does the Municipality Do with the LTAC's Recommendations?

The legislative body "may choose only *recipients* from the list of candidates and recommended amounts provided by the local lodging tax advisory committee" ([RCW 67.28.1816\(2\)\(b\)\(ii\)](#), emphasis added). However, an [informal opinion from the Attorney General's Office](#) in 2016 states that the legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirements of [RCW 67.28.1817\(2\)](#). This requires the municipality to submit its proposed change(s) to the LTAC for review and comment at least forty-five days before final action is taken.

For more details, see our blog post on [Informal AG Opinion Clarifies Lodging Tax Awards](#).

Contracts with Recipients of Lodging Tax Funds

Because of the state constitutional gift of public funds prohibition, a city or county should enter into a contract with any private organization providing marketing services, operating special events or festivals, or any other tourist promotion activity. The contract should spell out the tourism-related services to be provided in exchange for city or county funding and what reports will be required. Also, any organization doing promotion on behalf of the city or county may only spend lodging tax funds on items that the city or county itself could fund. This prohibits, for example, any expenditures on promotional hosting.

Examples of Contracts for Services with Recipients of Lodging Tax Funds

- [Olympia Professional Services Agreement for Tourism Promotion \(Lodging Tax\) Services](#)
 - [Union Gap Old Town Days Agreement](#) (2011)
 - [Wenatchee Municipal Services Agreement Re: Lodging Tax Funded Activities](#) (2014)
-

Reporting Requirements

- All entities receiving lodging tax funds must provide information to their respective local government on their use of these funds as required by [RCW 67.28.1816](#). This includes local governments that directly use lodging tax funds for municipal purposes, such as municipal facilities or community events. Local governments will then, in turn, report this information annually to JLARC using their [on-line reporting system](#).
- Local governments should, as part of their contract with recipients, require that the report be provided immediately after the event or activity.
- The deadline for local governments to submit the annual data to JLARC is May 30 for the year ending the previous December 31.
- JLARC does *not* provide advice on how to estimate tourism impacts. Good faith estimates of actuals can be reported provided applicants and users of funds indicate how those estimates will be developed. All information (including descriptions of how actual impacts were estimated) will be available for public review.
- JLARC can be contacted for technical issues associated with the reporting portal by emailing jlarc@leg.wa.gov

Reference Sources

- [Instructions for Reporting Lodging Tax Expenditures](#) (February 2018)
- [2017 JLARC Lodging Tax Report: 2017 Lodging Tax Expenditures Update](#) (August 2018)
- [FAQs for Reporting Lodging Tax Expenditures](#) (February 2018)

Lodging Tax Advisory Committee (LTAC)

- This committee must have at least five members, appointed by the governing body.
- The committee membership must include at least two representatives of businesses that are required to collect the lodging tax, at least two people who are involved in activities that are authorized to be funded by this tax, and one elected city official who serves as chairperson of the committee. The statute also provides that a person who is eligible under the first category is not eligible for appointment under the second category, and vice versa.
- Organizations representing hotels and motels and organizations involved in activities that can be funded by this tax may recommend people for membership.
- The number of committee members from organizations representing the hotels and motels and the number from organizations involved in activities that can be funded must be equal.
- A city's committee may include a non-voting elected county official and vice-versa.
- The governing body must review the membership of the committee annually.

In addition to reviewing applications for the use of the lodging tax, what does the committee do?

Any proposal to impose a new lodging tax, raise the rate of an existing tax, repeal an exemption from the lodging tax, or change the use of the tax proceeds, must be submitted to the lodging tax advisory committee for review and comment.

- This submission must occur at least 45 days before final action will be taken on the governing body's proposal. Even if the committee finishes its work before the 45 days are up, the governing body still must wait 45 days.

- The committee's comments must include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and of the extent to which it will affect the long-run stability of the fund to which the hotel-motel taxes are credited.
- If the advisory committee does not submit comments before the time that final action is to be taken on the proposal, the governing may go ahead and take final action.

Examples of LTACs and Code Provisions

- [Kirkland Municipal Code Ch. 5.19](#) - Lodging Excise Tax
 - [Olympia Lodging Tax Advisory Committee](#)
 - [Port Townsend Municipal Code Ch. 2.74](#) - Lodging Tax Advisory Committee
 - [Kitsap County Lodging Tax Advisory Committee](#)
 - [San Juan County Lodging Tax Advisory Committee](#) - see also [San Juan County Code Sec. 3.16.030-.050](#)
-

What Are the Tax Rates?

Any county and most cities may impose a "basic" two percent tax under [RCW 67.28.180](#) on all charges for furnishing lodging at hotels, motels, and similar establishments (including bed and breakfasts and RV parks) for a continuous period of less than one month. This tax is taken as a credit against the 6.5 percent state sales tax, so that the total tax that a patron pays in retail sales tax and the hotel-motel tax combined is equal to the retail sales tax in the jurisdiction. In most cases, when a city and county both impose this tax, there is a credit for the amount of the city tax against the county tax so that two taxes are not levied on the same taxable event.

In addition, most counties and cities may levy an additional tax of up to two percent, for a total rate of four percent, under [RCW 67.28.181\(1\)](#). This "special" tax is not credited against the state sales tax. Therefore, if a county or city levies this additional tax, the total tax on the lodging bill will increase by two percent.

There are some exceptions established in [RCW 67.28.181\(2\)](#).

[RCW 67.28.181\(1\)](#) stipulates that this additional two percent tax may be levied as long as the total tax rate under [Ch. 36.100 RCW](#) (the public facilities district tax), [Ch. 82.08 RCW](#) (the state sales tax), [Ch. 82.14 RCW](#) (the city, county, and transit district sales taxes), [Ch. 67.28 RCW](#) (the hotel-motel tax chapter), and [Ch. 67.40 RCW](#) (the convention and trade center tax) does not exceed twelve percent. (Note that the sales tax rate for the Regional Transit Authority (Sound Transit) in portions of King, Pierce, and Snohomish counties is not included in making these calculations.) The limit for the total rate in Seattle is 15.2 percent, because the convention center tax is higher than in the rest of the county. This means that most cities in King County may only levy a one percent tax and Seattle cannot levy any tax.

Counties (including the cities within the county) and cities that had authority to levy a "special" tax before July 27, 1997 that allowed a total rate higher than four percent, had that rate grandfathered in by the 1997 legislation. Grays Harbor and Pierce counties are in this category, plus Chelan, Leavenworth, Long Beach, Bellevue, Yakima, and Winthrop.

Cities located in counties that had the authority to levy a total four percent tax county-wide before January 1, 1997, 34 are limited to the "basic" two percent rate. This affects cities in Snohomish and Cowlitz counties.

Due to some unique circumstances, there was a period of time at the end of 1997 and beginning of 1998 when the outstanding taxing authority was six percent, rather than the four percent the legislature intended. During this time, Wenatchee and East Wenatchee raised their total tax to six percent. These rates were grandfathered in by the 1998 legislature.

Last Modified: April 23, 2019

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:15 PM) Potential City Proposal for Lodging Tax Advisory Committee (LTAC) Funds - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to direct City staff to develop a proposal that staff will bring back to the City Council for review and approval before submitting in Fall 2019 for 2020 LTAC funding.

SUMMARY:

As part of the planning for the upcoming Lodging Tax funding cycle and the discussion, the City Council will consider whether City staff should prepare a proposal for a City of Bainbridge Island project to submit for LTAC funding consideration. If so, this proposal would be submitted to the LTAC through the same process as proposals from other eligible organizations and would be evaluated for funding alongside other submitted proposals.

This project estimate assumes that administration of the signs (selecting which businesses go on which sign and updating the signage as businesses change) is to be a task that will be managed by an entity other than the City.

FISCAL IMPACT:

Amount:	Estimated application for \$27,000
Ongoing Cost:	
One-Time Cost:	\$27,000
Included in Current Budget?	No

BACKGROUND:

The Downtown Business Association and Chamber of Commerce have identified wayfinding signage as a need for visitors to find businesses in the downtown area of Winslow. The lack of a consistent wayfinding signage system has caused individual businesses to place temporary signage in various locations, and the proliferation of these signs has become a concern for citizens and the Council.

In 2018 and 2019, previous proposals relating to wayfinding were considered by the City's Lodging Tax Advisory Committee (LTAC). In both cases, the Committee declined to provide funding. This current City proposal is structured to take into consideration the feedback received on the two previous wayfinding proposals.

ATTACHMENTS:

[Wayfinding for CC 7 9 19.doc](#)

FISCAL DETAILS:

Fund Name(s): Other

Coding:



City of Bainbridge Island

PUBLIC WORKS ENGINEERING
MEMORANDUM

DATE: June 26, 2019

FROM: Chris Hammer

SUBJECT: Wayfinding Signage Proposal for LTAC

1. Existing Wayfinding Signage

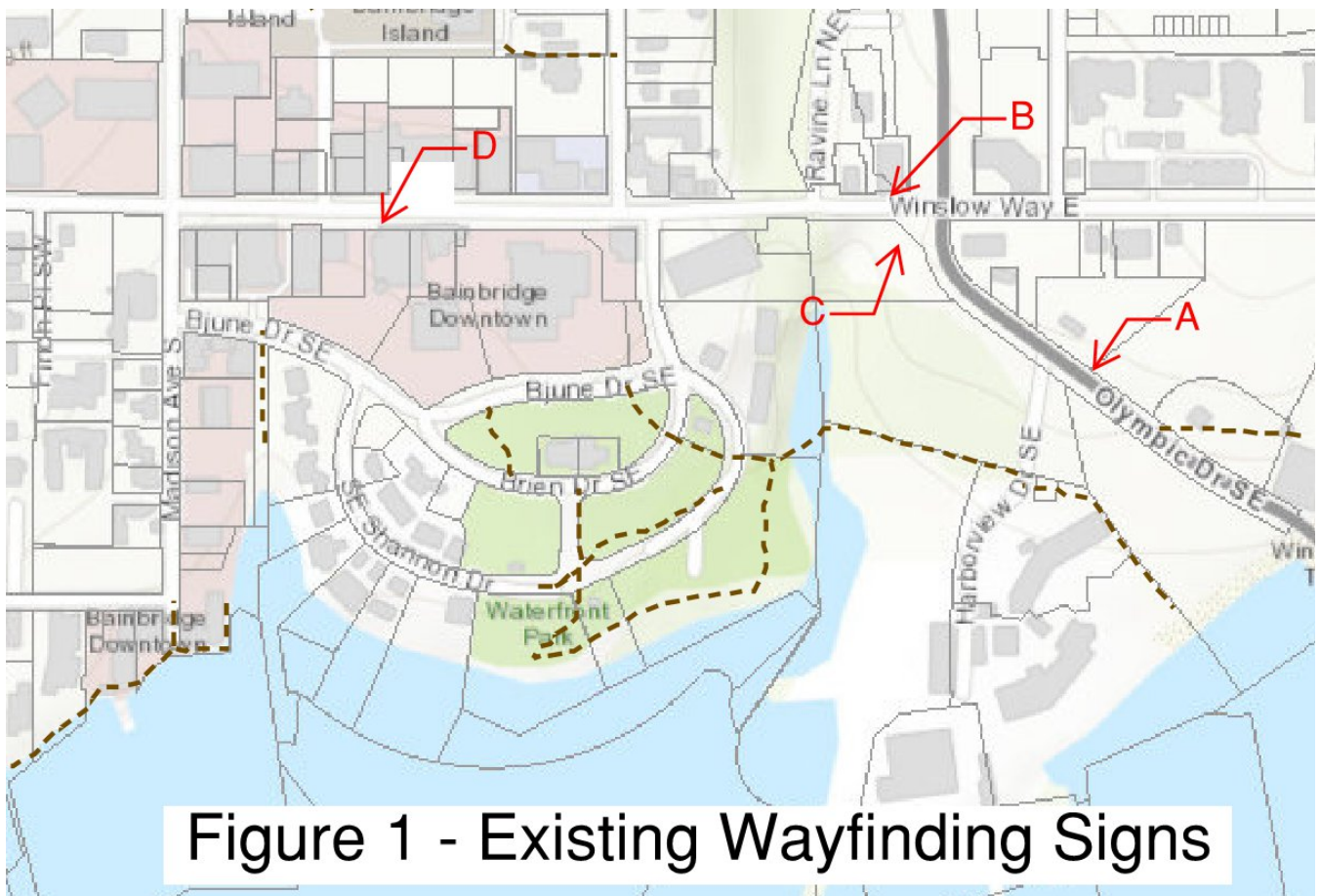


Figure 1 - Existing Wayfinding Signs



Existing Wayfinding Sign A



Existing Wayfinding Sign B



Existing Wayfinding Sign C



Existing Wayfinding Sign D

2. Proposed Signage

The images shown are examples of signs that are commercially available and relatively low cost. The images are from the recent Wayfinding Presentation by the Bainbridge Island Downtown Association and the Bainbridge Island Chamber of Commerce.

Example 1



Example 2



The City received quotes for signs similar to those shown above from Fast Signs. Fast Signs is a vendor that the City has worked with for providing custom signs. For these types of signs, the graphic art is provided by Fast Signs and included in the price. The cost for Example 1 is \$1,200 each. The cost for Example 2 is \$1,700 each. The cost for installation is estimated to be \$1,000 for each location.

Fast signs can also provide more elaborate signage using graphics provided by the customer. Graphics for items such as the City logo or maps would need to be provided to the vendor. Refer to Example 3. For use of maps there is an additional cost for hiring a graphic designer. The costs for the sign shown in Example 3 would be about the same costs as Example 2 or \$1,700 each.



Example 3

3. Potential locations for both replacing existing signs and for signs at new locations are illustrated in Figure 2.

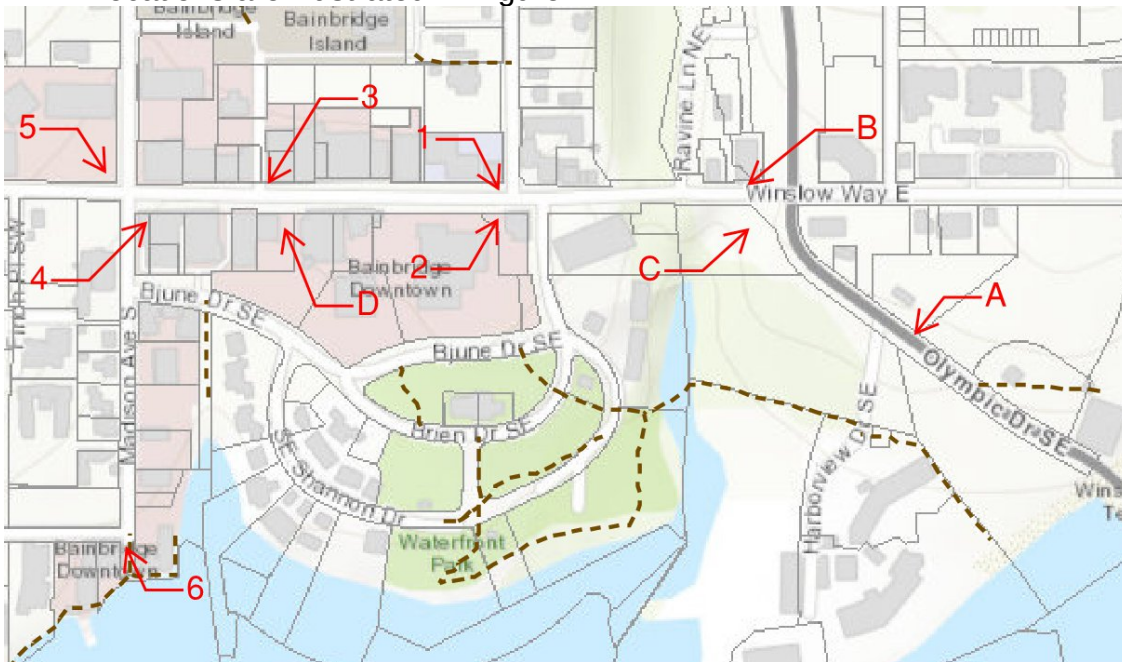


Figure 2 - Potential Wayfinding Sign Locations

Existing sign locations are shown with letters. New sign locations are shown with numbers. Providing six additional signs, at all the numbered locations identified, is estimated to cost up to \$16,200 depending on the type of commercially available signs selected. The existing signage could also be replaced to achieve a consistent look, and this would add approximately \$10,800 to the cost for a total of \$27,000. This project estimate assumes that administration of the signs (selecting which businesses go on which sign and updating the signage as businesses change) is assumed to be a task that will be managed by an entity outside of the City.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:30 PM) Police and Municipal Court Funding Approach Decisions - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Motion 1: I move to direct City staff to proceed with a planning assumption of \$8.0 million in long term debt and \$12.0 million in existing City funds for the Police/Court Building project.

and

Motion 2: I move to direct City staff to prepare for issuance of \$8 million in Councilmanic debt for the Police/Court project.

SUMMARY:

The City is proceeding with project planning for the Police and Municipal Court Building. Following the decision to execute the purchase and sale agreement in March, the City has begun its due diligence and is proceeding with final design. The 2019-2020 Adopted Budget and CIP include funding for a \$20.0 million project, with the funding assumption including \$10.0 million from existing City funds and \$10.0 million from long-term debt.

At the Council Study Session on June 4, 2019, the Council considered a staff recommendation to adjust the project financing to use \$12 million in existing funds and \$8 million in financing. The Council expressed consensus to move forward with that division of funding, and to assume that the financing for the project would be accomplished using Councilmanic debt.

The next decision points are to formally confirm the split in project financing between existing funds and long-term debt, and to confirm the type of long-term financing the City will use.

FISCAL IMPACT:

Amount:	\$20.0 million estimated project cost
Ongoing Cost:	TBD

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

BACKGROUND:

The Police and Municipal Court Building project is one of the most significant capital facility projects that the City will complete in the near future. The funding decisions for this project will shape future financial capacity for both capital and operating choices and thus deserve careful consideration. At the June 4, 2019 Council meeting, staff provided information on two aspects of the project's funding. The first topic was the balance between existing funds and long-term debt to provide the total of \$20.0 million, and the second topic was the type of long-term debt that the Council would like to use.

Balance of funding sources: The Adopted Budget assumes a total project budget for the Police and Municipal Court Building project of \$20 million, split evenly between City cash and Councilmanic bonds. The 2019 budget provides a total of \$10 million of City governmental fund support (through a combination of General Fund and Real Estate Excise Tax (REET)), with the balance of \$10 million from an anticipated bond issue. The recommendation is to adjust this planning assumption to provide \$12 million of City governmental funds and \$8 million in long-term debt. The reasons for the \$12 million funding from current resources include:

- The 2018 financial performance of the City resulted in a higher than anticipated ending fund balance in the General Fund due to a combination of higher than budgeted revenues and lower than forecast expenditures. The City has existing fund balance adequate to support \$12.0 million of spending for this project.
- Some of the City's ongoing revenue sources are sensitive to economic variability, particularly sales tax and REET, and may moderate or decrease over time. In addition, the City has a Transportation Benefit fund which receives revenue from a \$30 annual license fee. This revenue source, estimated at \$600,000 annually in the future, is subject to a state-wide vote this fall and may be eliminated.
- It is good financial policy to use a combination of current resources and long-term debt for a facility that is expected to last many years. This means that residents receiving the benefit of the facility will pay for it.

Type of long-term financing: The City can borrow money in several ways. Staff recommends Councilmanic, or Limited Tax General Obligation (LTGO), bonds. This recommendation is supported by the City's financial planning, which includes the cost of debt service as an ongoing expenditure without new tax revenue. Issuing our own bonds allows the City to benefit from its strong credit rating and to control the timing of the bond issue.

If the Council directs staff to proceed with issuing LTGO bonds to support this project, staff and the City's financial advisor will provide additional information later in the summer and will bring an ordinance to authorize bond issuance for Council consideration in the early fall. This timing will allow the City to issue bonds before the end of 2019 and support the timely delivery of this project.

The agenda packet also includes information from MRSC about various types of municipal debt, a draft calendar of steps to issue bonds, and a draft update to the project page from the City's Capital Improvement Plan.

ATTACHMENTS:

[Police-Municipal Court for CC July 09 2019 Update for Packet](#)

[MRSC - Types of Municipal Debt](#)

[Draft Schedule 2019 LTGO and Refunding](#)

FISCAL DETAILS:

The recommended approach to funding is \$12.0 million from existing City funds, and \$8.0 million in Councilmanic debt.

Current estimates show that the debt service for \$8.0 million in LTGO bonds will be roughly \$550,000 per year for 20 years. This amount is less than the \$720,000 estimated for \$10.0 million of LTGO bonds assumed in the 2019 Adopted Budget.

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Police and Municipal Court Facility Funding Decisions

July 9, 2019

Tonight's decision points

- 1) Confirm funding balance between long-term borrowing and City funds
 - ❖ \$8.0 million long-term borrowing
 - ❖ \$12.0 million City funds

- 2) Confirm long-term borrowing as Councilmanic (LTGO) bonds

Funding

\$20 million total project

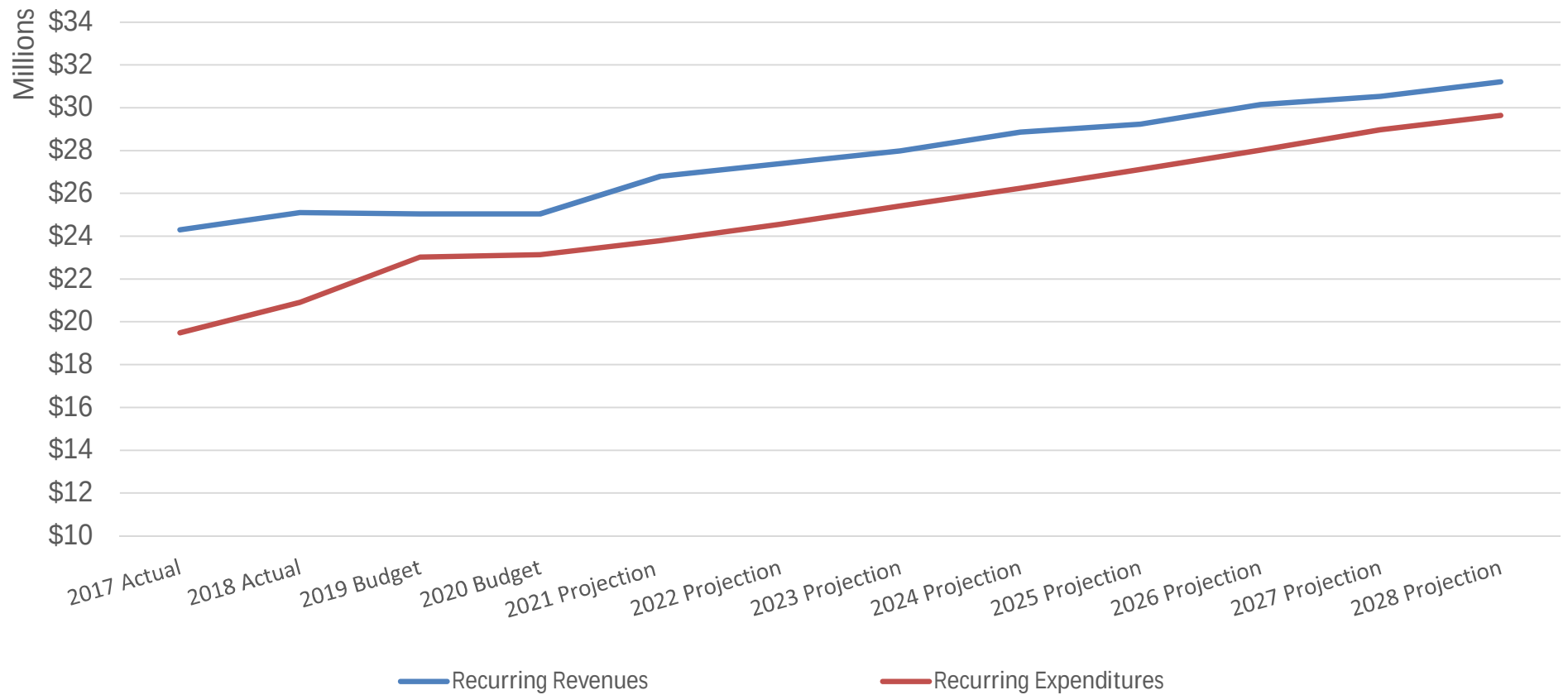
❖ 8.0 million in long-term debt

❖ \$12.0 million City funds

Project Funding Highlights

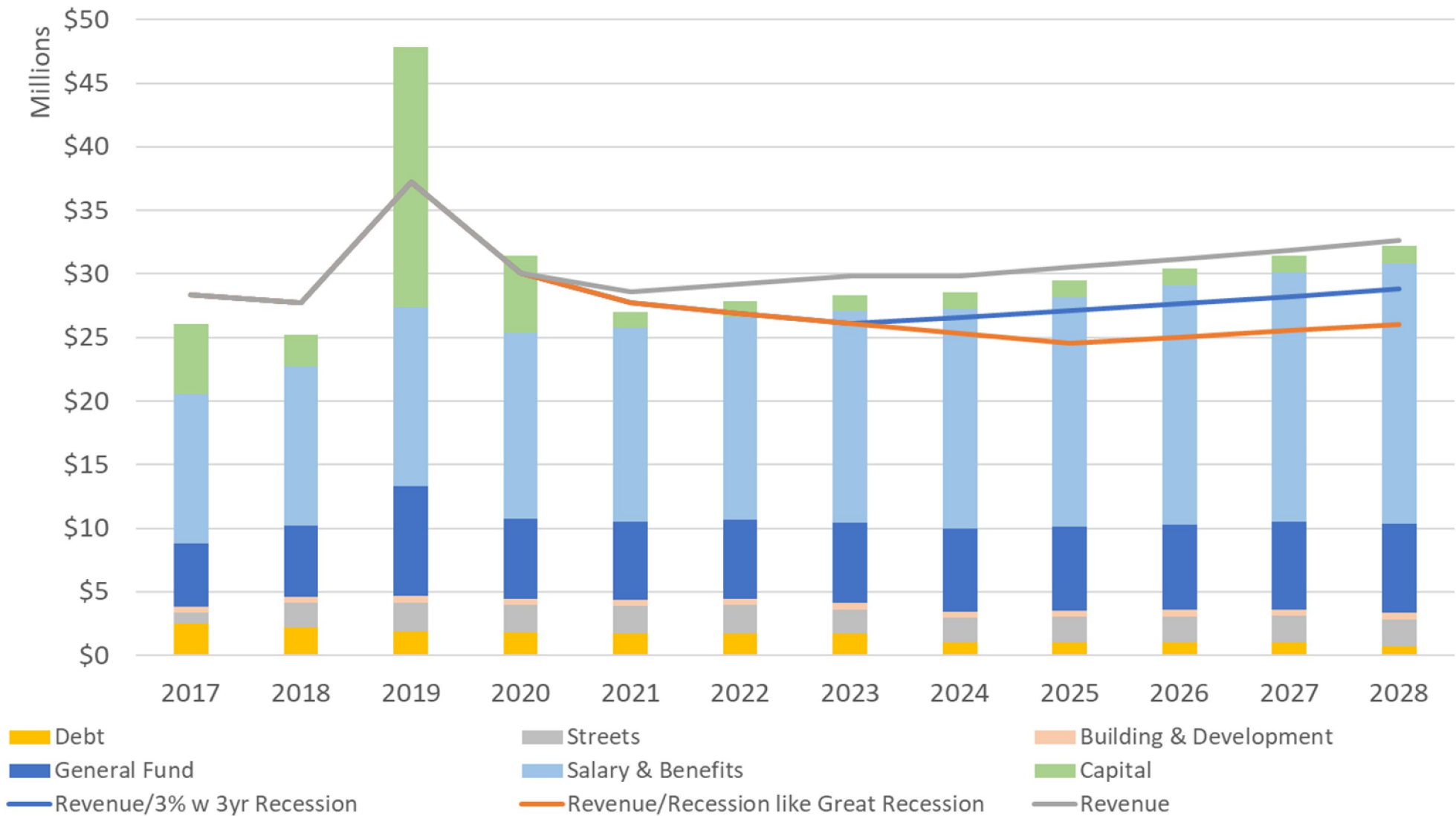
- ❖ Estimated project cost is the same at \$20 million
- ❖ Recurring debt service for \$8.0 million bond issue is roughly \$500,000 or \$150,000 - \$200,000 per year less than the budgeted amount for \$10.0 million bond issue
- ❖ Recurring revenues exceed recurring expenditures through the 10-year planning horizon
- ❖ Ending fund balance exceeds policy reserve amounts through the 10-year planning horizon

RECURRING REVENUES & RECURRING EXPENDITURES FOR MAJOR TAX - SUPPORTED FUNDS
Includes estimated debt service for \$8 million of new debt starting in 2019



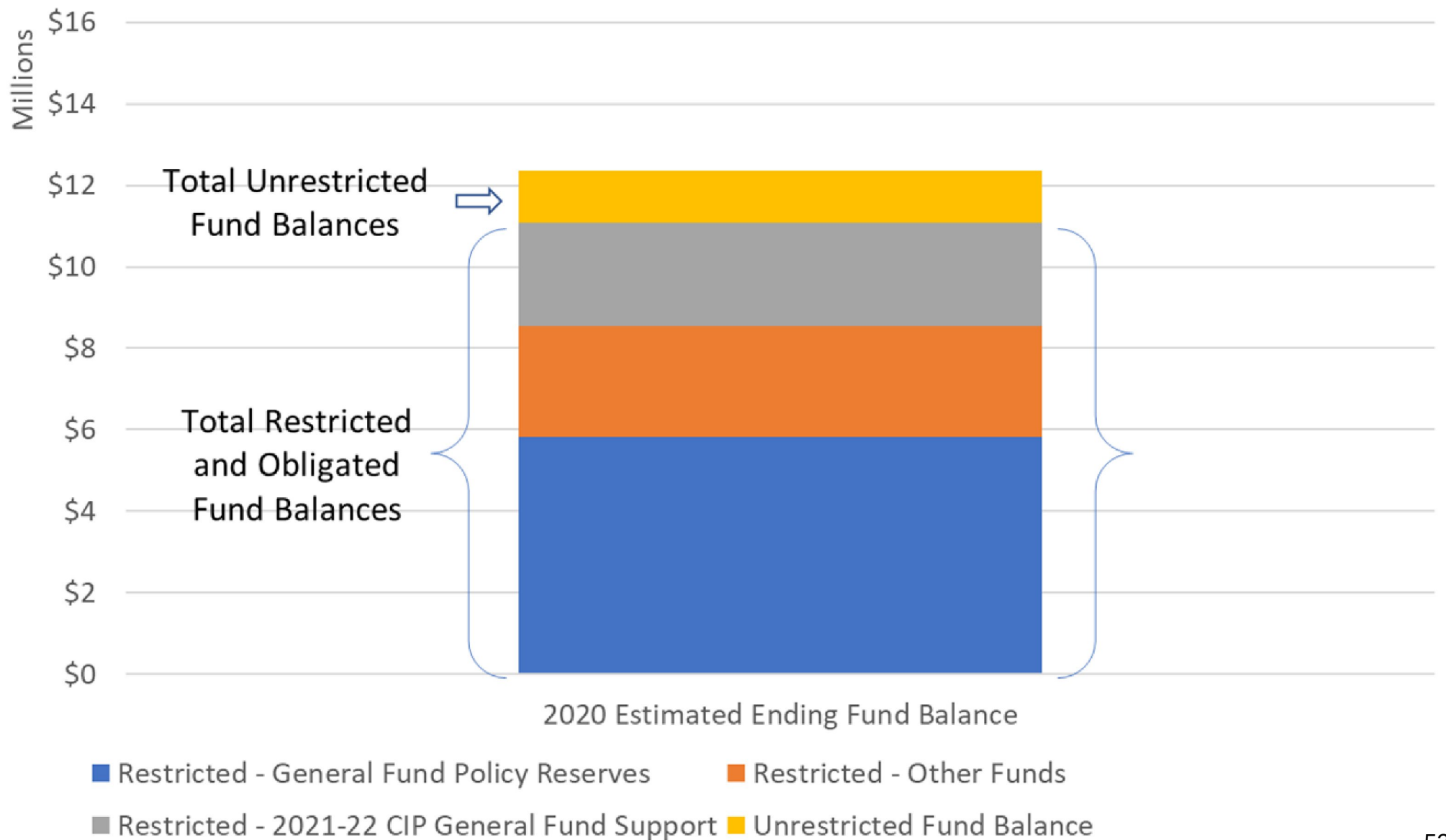
Tax-Supported Funds Revenue and Expense

Assumes New Debt for Police/Court Facility (\$8m debt;\$12m cash)



2020 Estimated Ending Fund Balance

Assumes New Debt for Police/Court Facility (\$8m debt;\$12m cash)



First decision point

- ❖ Recommended approach
 - \$8 million in Councilmanic bonds
 - \$12 million in General Fund support

Long-term borrowing

- ❖ Recommendation: Councilmanic bonds
 - Matches budgeted plans
 - New debt service can be supported by current revenue estimates without new revenue with current operating and capital plans and economic performance
 - Timing of bond issue will be decided by the City

Second decision point

Confirm preferred long-term borrowing approach

Bond issuance calendar

July 9: Council direction to staff regarding type of bonds to issue

September 3: Briefing from financial advisor

September/October: Consideration of ordinance authorizing bond issuance

October/November: Staff prepare to issue bonds

December: Bond closing/delivery of bond proceeds



QUESTIONS?



DISCUSSION

Types of Municipal Debt

This page provides an overview of the distinct types of debt and borrowing available to local governments in Washington State.

Overview

Local government can borrow money in a number of different ways. These various mechanisms for borrowing are either long-term or short-term, and they can be repaid through tax revenues, user fees, or special assessments.

Long-term debt is a commonly used means of financing large capital assets such as infrastructure, buildings, and large pieces of equipment. Issuing debt increases the total cost of the asset through the payment of interest, but it also allows local governments to acquire or build capital assets sooner by borrowing up front for assets that they could not otherwise fund from existing cash resources. By spreading out the debt payments over many years, local governments can also smooth out their expenses and create a more predictable cash flow.

Short-term debt can be used to cover a temporary cash flow deficit or provide for an interim method of financing until long-term borrowing has been secured.

The amount of debt a government may incur is limited by the Washington State Constitution, individual state statutes, and whether the debt is being repaid with tax or nontax revenue sources. Federal law establishes rules about the tax status of government securities and the process for issuing and disclosing debt obligations.

Debt Types

There are three distinct types of debt that can be issued by local government:

- **General obligation (GO) debt** is secured by the full faith and credit of the local government issuing the debt. The municipality pledges its tax revenues unconditionally to pay the interest and principal on the debt as it matures. If the debt is in the form of a bond, the bond owners have a legal claim on all the general income of the jurisdiction if a default occurs. The limitations on general obligation indebtedness are provided for in [chapter 39.36 RCW](#). See also our page on [General Obligation Debt Limits](#).
- **Revenue debt** is different from GO debt in its method of repayment. Unlike GO debt, which relies on taxation, revenue debt is guaranteed by the specific revenues generated by the issuer. For example, water districts can issue revenue debt with the revenues from customer water bills guaranteeing the repayment of the debt.
- **Special assessment debt** is debt repaid from assessments against those who directly benefit from the project the funds have been used to finance. For example, if a special assessment bond is issued to pay for road improvements that benefit a specific subset of the population, the local government will develop an assessment

roll (see our [Local Improvement District webpage](#)) for those properties benefitting from the improvement to repay the bond.

Long-Term Debt

Long-term debt is a legal obligation that typically does not mature for more than a decade and often has a maturity date of 30 - 40 years depending upon the debt type. The funding mechanism used by local government to finance long-term debt can vary widely depending upon the capital project.

General Obligation Bonds

General obligation bonds issued by local governments are secured by a pledge of the taxing district's property tax authority. General obligation bonds have been the traditional form of financing for capital projects such as land acquisition, park development, and transportation projects that are owned and operated by government. There are two basic kinds of general obligation bonds:

- **Limited tax general obligation (LTGO) bonds** (also called "councilmanic" bonds or non-voted debt), may be issued by a vote of the legislative body. Because the voters have not been asked to approve a tax increase to pay for the principal and interest, general fund revenues must be pledged to pay the debt service on LTGO. It is important to note that LTGO debt does *not* provide any additional revenue to fund debt service payments but must be paid from existing revenue sources.
- **Unlimited tax general obligation (UTGO) bonds** (also called voted debt) must be approved by 60% of the voters, with a voter turnout equal to at least 40% of those who voted in the most recent general election. When the voters are being asked to approve the issuance of these bonds, they are simultaneously asked to approve an excess levy which raises their property taxes to cover the debt service payments. UTGO bonds can be used only for capital purposes. Replacement of equipment is not a permitted use ([RCW 84.52.056](#)). For more information, see [Overview of Voter Approval Requirements for UTGO Bonds](#) by Foster Pepper PLCC.

Revenue Bonds

Revenue bonds may be issued to finance projects for any enterprise that is self-supporting. [RCW 39.46.150](#) and [39.46.160](#) provide general authority to local governments to issue revenue bonds. Additionally, [RCW 35.41.030](#) provides separate authority for cities, and [RCW 57.20.018](#) for water-sewer districts.

Revenue bonds are generally used to finance water and wastewater projects, airports, and stormwater systems. Payment for debt service on revenue bonds comes from user fees generated by the capital facility that is being built. The local entity is then responsible for establishing and collecting sufficient revenue (through rates) to retire the debt.

Revenue bonds are not backed by the full faith and credit of the city, and therefore investors consider them somewhat less secure than general obligation bonds. As a result, the interest rate that bond buyers demand may be higher than those on general obligation bonds.

Revenue bonds are not subject to either statutory or constitutional debt limits. However, the bond market does provide an effective limit to the amount of bonds and/or debt issued. If investors do not believe that the project will generate enough revenue to make the bond payments, they will not purchase the bonds or they may require bond ⁵⁹ covenants to meet lending requirements. A covenant is a local government's promise to do or refrain from doing something that would jeopardize the entities ability to repay the loan.

Improvement District Bonds

When a capital project is going to primarily or wholly benefit only a subset of the citizenry, a **local improvement district (LID)** or **road improvement district (RID)** can be formed for part or all of the project. LIDs are commonly used for projects such as street improvements, street lights, sidewalks, water and sewer systems, and undergrounding power lines.

Property owners may petition local government to form an LID or RID, or the city or county may adopt a resolution of intent to form an LID or RID. An LID initiated by legislative resolution may be blocked if the property owners who would be paying at least 60% of the cost protest.

An assessment roll is established with each property's assessment being equal to the estimated special benefit to that property. Property owners have an opportunity to pay all of their assessments up front, but normally LID bonds need to be issued to cover at least part of the project cost. Courts have ruled that LID bonds are *not* general obligations and are not backed by the full faith and credit of the city. For more information, see our page on [Local Improvement Districts](#).

Another form of special assessment debt is the **utility local improvement district (ULID)**. It may be formed in a manner similar to LIDs for the purposes of providing water systems, sewer and storm water systems, and parking garages. The primary difference between the two kinds of districts is that revenue bonds must be issued for ULIDs, assessments must be deposited in a fund to pay off the revenue bonds, and the bonds are backed both by assessments and by utility revenue.

Lease-Purchase Agreements, Conditional Sales Contracts, and Certificates of Participation

Lease-purchase agreements, conditional sales contracts, and certificates of participation (COPs) are other ways in which some local government entities can acquire real or personal property with tax-exempt financing.

Using a **lease-purchase agreement**, local government makes installment payments to a vendor or a third party investor over time, acquiring the property (if it wishes to do so) at the end of the lease period for a nominal payment.

In a **conditional sales contract**, the vendor provides the financing, usually reserving the right to repossess the property if local government defaults. Often the vendor will assign its rights to payment and repossession to a bank at some point during the term of the contract.

Certificates of participation (COPs) are occasionally used in connection with leases and conditional sales contracts. They transform a lease or conditional sales contract into a marketable security. The lessor/seller assigns the lease to a trustee. Underwriters sell shares in the lease (COPs) to investors who purchase them for the same reason they purchase bonds. A good example of COPs is the [LOCAL program of the Office of the State Treasurer](#). This program aggregates small purchases by several jurisdictions into a single bond to create volume savings on issuance costs. COPs typically finance purchases of equipment that are too small to individually warrant the cost of issuing a bond, but for which conventional bank financing is too expensive.

Federal and State Government Loans

Government loans are another important source of funds for financing capital projects. Although the number of government agencies that provide loans is diminishing, the Department of Ecology (DOE) and U.S. Department of Agriculture (USDA) are still large providers.

USDA, through its [Rural Development Program](#), primarily provides loans for rural cities and towns to restore deteriorating water supplies and to improve, enlarge, or modify a water facility or an inadequate wastewater facility. In addition, there are a limited number of loans available each year for what the USDA refers to as “community facilities.” These loans are for public safety facilities and/or equipment and public service buildings such as city halls or public maintenance facilities in rural areas.

DOE provides loans for water pollution control facilities and activities through its Centennial Clean Water and State Revolving loan fund programs.

Refunding and Advance Refunding Bonds

Refunding and advance refunding bonds are bonds that are issued to replace and refinance outstanding general obligation or revenue bonds ([chapter 39.53 RCW](#)). The use of refunding and advance refunding is often driven by the desire to lower interest rates and reduce payment amounts on older, more expensive debt. Department of Commerce provides updates on refunding activity through the [Bond Users Clearinghouse](#).

Refunding bonds is a procedure whereby an issuer refinances an outstanding bond issue by issuing new bonds. These bonds may be issued if interest rates have fallen since the bonds were originally issued, or if the bonds have restrictive covenants that a local government wishes to remove or modify. The proceeds of the new bonds are either deposited in escrow to pay the debt service on the outstanding obligations, when due, or they are used to immediately retire the outstanding obligations. The new obligations are referred to as the “refunding bonds” and the outstanding obligations being refinanced are referred to as the “refunded bonds” or the “prior issue.”

Advance refunding is the refinancing of outstanding bonds by the issuance of a new issue of bonds prior to the date on which the outstanding bonds become due or are callable. Accordingly, for a period of time, both the issue being refunded and the refunding issue are outstanding. Bonds are “escrowed to maturity” when the proceeds of the refunding bonds are deposited in escrow for investment in federal securities in an amount sufficient to pay, when due, the principal of and interest on the issue being refunded.

Advance refunds are advantageous because they pay off callable portions of older debt at a lower rate. Removing older debt from the balance sheet allows for lowering of current debt service payments.

Private Activity Bonds

Private activity bonds (also known as the [Bond Cap Allocation Program](#), see [chapter 39.86 RCW](#)) are tax-exempt revenue bonds often issued by public development corporations formed according to [RCW 39.84.030](#) to finance non-governmental activities. The purpose of these bonds is to finance activities or projects that satisfy a substantial public purpose. They are often used to facilitate economic and industrial development, increase employment, and finance housing.

In Washington State, bonds may only be issued by authorized governmental entities, so a private business developing a project typically works with either a state or local bond issuer. The bond issuer then applies to the Department of Commerce for authorization to issue the bond. Commerce is responsible for taking applications, evaluating projects, authorizing bond issuances under the cap, and ensuring the state does not exceed its cap authority permitted under federal law.

Short-Term Debt

Short-term obligations are used to cover a temporary cash flow deficit or provide for an interim method of financing until long term borrowing has been secured. Short-term borrowing is typically for time periods of 12 months or less. Short-term borrowing includes, but is not limited to, the methods below.

Interest-Bearing Warrants

A **warrant** is an order that directs the treasurer to pay a specified amount to the named person or the bearer of the warrant. If the city lacks the money to pay the warrant, the treasurer registers the warrant for future payment and is authorized to set an interest rate. Until the warrant is redeemed, the individual or institution holding the warrant is lending funds to the city in an amount equal to the value of the warrant. Because they are backed by the full faith and credit of the city, warrants are general obligations. If they are not paid within the fiscal year in which they are issued, they are considered debt for debt limit purposes.

TANs, BANs, RANs, and GANs

TANs (tax anticipation notes), BANs (bond anticipation notes), RANs (revenue anticipation notes), and GANs (grant anticipation notes) are four short-term borrowing alternatives that are available to Washington local governments. These short-term obligations are repaid out of money derived from the source or sources in anticipation of which they were issued or from any money otherwise legally available for this purpose.

TANs must be paid off no later than June 30 following the year in which they are issued. RANs are similar to TANs except that they are backed by non-tax revenue. TANs, BANs, and GANs are general obligation debt and are subject to the debt limit provisions. Notes issued in anticipation of non-tax revenue bond receipts are not subject to any debt limit.

Lines of Credit

Lines of credit provide an alternative to anticipation notes. A bank and a city agree on the maximum amount that will be available under the line of credit. The local government provides a note to the bank that is backed by the full faith and credit of the jurisdiction. The amount of outstanding principal drawn against a line of credit counts against the debt limits.

Recommended Resources

- **Governing Institute: Bond Issuance Guide for Small & Mid-Sized Municipalities** (2017) – Useful handbook discusses how bond procurement works, best practices for bond issuance, municipal bond insurance, and regulatory outlook
- **GFOA Public Policy Statements – Tax Exempt Financing and the Municipal Bond Market**
- **GFOA Understanding Bank Loans** (2013)
- **GFOA Analyzing and Issuing Refunding Bonds** (2011)
- **Department of Commerce: Bond Users Clearinghouse**

Last Modified: December 19, 2018

**City of Bainbridge Island, Washington
Limited Tax General Obligation Bonds, 2019
Limited Tax General Obligation Refunding Bonds, 2020
Schedule of Events (As of June 28, 2019)**

Financing Team			
Staff:	City Staff	BC:	Bond /Disclosure Counsel (Foster Pepper)
Council:	City Council	FA:	D.A. Davidson & Co.
UW:	TBD (Underwriter)		

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Due Date	Event	Participants
Mid August	Select Underwriter and method of sale	Staff, FA
August 19	Distribute preliminary financing Schedule of Events and Distribution List	FA
August 22	Distribute information request to City for Preliminary Official Statement (POS)	BC
August 26	First draft of Bond Delegation Ordinance	BC
September 3	Council study session update	FA, Staff, Council
September 5	Bond delegation Ordinance to City for posting and Council Packets	BC, Staff
September 9	City provides data requested for POS	Staff
September 23	Distribute 1 st draft of POS for review	BC
September 24	Council 1st reading of Delegation Bond Ordinance	Council, Staff
October 7	Provide comments on 1 st draft POS	All
October 8	Council authorizes Delegation Bond Ordinance @ Regular Meeting	All
October 18	Distribute second draft of POS for review; send materials to rating agency	BC, FA
October 21	Provide comments on second draft POS	All
Week Nov 4	Rating Agency Conference Call; Due Diligence Conference Call	Staff, FA, UW, BC
November 13	Distribute final draft of POS and draft legal opinion	BC
November 19	Provide any final comments on all documents	All
November 20	Receive rating	FA, Staff
November 21	Distribute POS to investors	UW
December 3	Review market conditions; pre-pricing call	Staff, FA, UW
December 4	Price Bonds and sign purchase offer	Staff, UW, BC, FA
December 10	Distribute Official Statement and circulate closing memorandum	UW, FA
Dec 19 & Jan 7	Closing/delivery of Bond proceeds	Staff, UW, FA, BC



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (7:45 PM) Ordinance No. 2019-18 Correcting an Error in Ordinance No. 2019-14 Regarding Sewer Utility Fees - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve Ordinance No. 2019-18 correcting an inadvertent error in Ordinance No. 2019-14 regarding sewer utility fees.

SUMMARY:

FCS Group has conducted a study of the City's water and sewer utilities and developed a recommendation for rate adjustments. Ordinance No. 2019-14 was adopted on May 28, 2019 implementing the recommended rates; however, the ordinance inadvertently eliminated winter averaging for multi-family sewer customers and the rates need to be corrected to allow for such averaging. This ordinance, which is being adopted on an emergency basis to take effect immediately, will correct that inadvertent error before the error impacts customers.

FISCAL IMPACT:

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

BACKGROUND:

The FCS Study did not recommend eliminating multi-family winter averaging for sewer. Ordinance No. 2019-18, which is being adopted on an emergency basis to take effect immediately, will correct this inadvertent error in the prior ordinance, Ordinance No. 2019-14, prior to the effective date of Ordinance No. 2019-14.

ATTACHMENTS:

[Ordinance No. 2019-18 correcting Ord 2019-14](#)

[FCS Rate Study Page 21.pdf](#)

FISCAL DETAILS:

The changes to water and sewer rates and fees adopted pursuant to Ordinance No. 2019-14 do not take effect until July 15, 2019, so the error can be corrected via this ordinance without affecting any customers.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-18

AN ORDINANCE of the City of Bainbridge Island, Washington, correcting an inadvertent error in Ordinance No. 2019-14 related to Section 11.B. of the City's Fee Schedule regarding sewer utility fees, as relates to multi-family winter averaging for sewer rates.

WHEREAS, in March 2018, the City contracted with Financial Consulting Solutions Group (FCS Group) to evaluate and provide a recommendation to the City concerning water and sewer monthly rates; and

WHEREAS, the FCS Group prepared a Water and Sewer Rate Study dated March 7, 2019, which was used by the City Council to make revisions to the City's monthly water and sewer rates; and

WHEREAS, at the May 28, 2019 City Council Business Meeting, the Council adopted Ordinance 2019-14 implementing the proposed revisions to water and sewer utility fees; and

WHEREAS, since adoption of Ordinance 2019-14, it has been discovered that the ordinance inadvertently eliminated the existing rate policy that allowed multi-family residential accounts to use winter averaging to reduce sewer billings in the summer months; and

WHEREAS, the FCS Group Water and Sewer Rate Study dated March 7, 2019, did not recommend eliminating this rate policy and the intent was to maintain that policy, and this ordinance will correct that inadvertent error, which has not yet taken effect; and

WHEREAS, this ordinance is being enacted on an emergency basis so that it will take effect immediately to correct the error described above that currently exists in Ordinance No. 2019-14 prior to the effective date of Ordinance No. 2019-14, which is July 15, 2019, and this ordinance, therefore, is deemed by the City Council as a public emergency ordinance necessary for the protection of public health, public safety, public property, or the public peace, and is made effective upon adoption.

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

Section 1. The rates in Section 11.B. of the City's Fee Schedule as amended by Ordinance No. 2019-14 are hereby amended as follows:

SEWER RATES

SEWER RATES FOR USERS OF BOTH WATER AND SEWER (Ordinance Nos. 2009-39, 2011-25 and 2012-22)				
	Current	2019	2020	2021
CATEGORY 1 *(SINGLE FAMILY)	\$42.69 per month/unit + \$7.28 per 100 cf of wtr,	\$42.69 per month + \$7.28 per 100 cf of wtr,	\$42.69 per month + \$7.28 per 100 cf of wtr	\$42.69 per month + \$7.28 per 100 cf of wtr

CATEGORY 2 *(MULTI-FAMILY)	\$37.39 per month/unit + \$7.28 per 100 cf of wtr.	\$37.39 per month/unit + \$7.28 per 100 cf of wtr.	\$37.39 per month/unit + \$7.28 per 100 cf of wtr.	\$37.39 per month/unit + \$7.28 per 100 cf of wtr.
CATEGORY 3 (COMMERCIAL)	\$123.69 per month/unit + \$7.28 per 100 cf of wtr.	\$126.16 per month + \$7.28 per 100 cf of wtr,	\$128.69 per month + \$8.99 per 100 cf of wtr,	\$131.26 per month + \$9.90 per 100 cf of wtr
CATEGORY 4 (INDUSTRIAL)	Set by individual contract	Set by individual contract	Set by individual contract	Set by individual contract
*Sewer billings for the three summer months of mid-June through mid-September for all customers in Categories 1 and 2 shall be set at the average of each property's billing for the prior months of mid-December through mid-May.				

Section 2. This ordinance shall govern over any provisions of any previously enacted ordinances or resolutions of the City of Bainbridge Island which relate to sewer or water system rates and charges to the extent that any such ordinances or resolutions are inconsistent with or conflict with this ordinance including, but not exclusive to, Ordinance Nos. 1982-20, 2011-26, and 2012-21, Resolution No. 2018-12, Ordinance Nos. 2003-42, 2009-39, 2011-25, and 2012-22, Resolution No. 2017-01, and Ordinance 2019-14.

Section 3. Emergency Clause. Pursuant to RCW 35A.13.190, this ordinance is being adopted as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or the public peace to ensure that the inadvertent error as above described that was adopted as part of Ordinance No. 2019-14 is corrected by this ordinance prior to the effective date of Ordinance No. 2019-14, which is July 15, 2019. As a public emergency ordinance, this ordinance shall take effect and be in full force immediately upon its adoption. Non-exhaustive underlying facts necessary to support this emergency clause are included in the "Whereas" clauses of this ordinance. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	July 3, 2019
PASSED BY THE CITY COUNCIL:	July 9, 2019
PUBLISHED:	July 12, 2019
EFFECTIVE DATE:	July 9, 2019
ORDINANCE NO.:	2019-18

Exhibit 5.9 (Continued): Recommended 2019 – 2021 Water Rates

Monthly Water Rates: Irrigation	Existing	2019	2020	2021
Base Rate				
Up to 3/4" Meter	\$4.73	\$4.09	\$4.09	\$4.09
1" Meter	\$6.22	\$5.38	\$5.38	\$5.38
1-1/2" Meter	\$8.70	\$7.53	\$7.53	\$7.53
2" Meter	\$11.70	\$10.12	\$10.12	\$10.13
3" Meter	\$19.64	\$16.99	\$16.99	\$17.00
4" Meter	\$28.59	\$24.74	\$24.74	\$24.75
6" Meter	\$53.47	\$46.26	\$46.26	\$46.28
Consumption Charge per ccf	\$3.89	\$3.37	\$3.37	\$3.37

Exhibit 5.10 summarizes the recommended sewer rates by customer class:

Exhibit 5.10: Recommended 2019 – 2021 Sewer Rates

Monthly Sewer Rates – Winslow ¹	Existing	2019	2020	2021
Single-Family				
Monthly Base Charge per Unit	\$42.69	\$42.69	\$42.69	\$42.69
Volume Charge per ccf	\$7.28	\$7.28	\$7.28	\$7.28
Sewer-Only Base Charge per ERU	\$119.80	\$119.80	\$119.80	\$119.80
Multi-Family				
Monthly Base Charge per Unit	\$37.39	\$37.39	\$37.39	\$37.39
Volume Charge per ccf	\$7.28	\$7.28	\$7.28	\$7.28
Commercial				
Monthly Base Charge per Unit	\$123.69	\$126.16	\$128.69	\$131.26
Volume Charge per ccf	\$7.28	\$8.12	\$8.99	\$9.90
Sewer-Only Base Charge per ERU	\$129.43	\$139.53	\$149.99	\$160.89

Monthly Sewer Rates – SIS ²	Existing	2019	2020	2021
With Grinder Pump	\$23.59	\$25.00	\$26.58	\$28.22
No Grinder Pump	\$19.42	\$20.58	\$21.88	\$23.23

¹ From mid-Jun – mid-Sep, single-family and multi-family users are billed for their average water usage from mid-Dec – mid-May.

² South Island Sewer customers also pay \$58.71 per ERU per month for KCSD #7 treatment service.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:50 PM) Sustainable Transportation Project Professional Services Agreement - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to authorize the City Manager to prepare and execute a Professional Services Agreement with Nelson Nygaard for preparing the proposed scope of work for the sustainable transportation project for the budget described with this agenda item.

SUMMARY:

City staff to present a scope of work to prepare a work plan and budget for a sustainable transportation planning project.

FISCAL IMPACT:

Amount:	\$15,400
Ongoing Cost:	
One-Time Cost:	\$15,400
Included in Current Budget?	Yes

BACKGROUND:

On January 22, 2019, the Council reviewed the final form of a document developed by Councilmembers to describe a Sustainable Transportation Project (see attached Sustainable Transportation Proposal). At that time, the Council directed staff to prepare a Request for Qualifications (RFQ) based on the activities identified in the Sustainable Transportation Proposal. During several Council discussions in March 2019, the RFQ and selection process were discussed and modified. The City Council approved an RFQ on March 26, 2019. The RFQ was advertised in early April 2019. Three firms – Alta, Toole, and Nelson/Nygaard - submitted their

qualifications. All three firms were interviewed on May 15, 2019, and Nelson Nygaard was selected unanimously.

Staff and Nelson/Nygaard prepared a preliminary scope and budget, based on the tasks identified in the RFQ, for discussion with the Council. At their June 18, 2019 Study Session, the Council heard a presentation from staff summarizing the consultant selection process and presenting a proposed scope of work to meet the project objectives. At that meeting, Council agreed to pause the project pending further discussion about the project scope of work.

To address Council questions about how best to affirm the project's scope, staff have suggested to use Nelson/Nygaard to conduct an initial review/scoping exercise. At the July 9 Business Meeting, the Council will review the proposed Professional Services work tasks for this new "phase 1." The purpose of this Phase/Scoping Exercise is to investigate best practices and industry expertise, and to develop a revised scope of work for the sustainable transportation project. The estimated budget for Phase 1 is roughly \$15,000.

ATTACHMENTS:

[Sustainable Transportation Plan PSA Scope of Work 20190626.pdf](#)

[Sustainable Transportation Plan PSA Budget 20190626.pdf](#)

[CC Sustainable Transportation Proposal .pdf](#)

FISCAL DETAILS:

The 2019-2020 biennial budget includes \$150,000 for this item under non-motorized transportation planning.

Fund Name(s): General Fund

Coding:

SCOPE OF WORK

BAINBRIDGE ISLAND SUSTAINABLE TRANSPORTATION PLANNING: PROFESSIONAL SERVICES AGREEMENT (PSA) 1

This scope of work outlines the Nelson\Nygaard tasks and deliverables proposed to support the City of Bainbridge Island in developing a revised scope and budget for a Sustainable Transportation Plan. The recommendations will be based on best practices research and industry expertise, as well as coordination with City staff and City Council. This work will be completed by August 31, 2019.

TASK 1 PROJECT MANAGEMENT

Check-In Calls and Ongoing Project Management

Nelson\Nygaard will maintain regular contact with the City's project manager throughout the duration of this agreement and will hold up to two (2) one-hour meetings with an expanded team of City of Bainbridge Island staff. The purpose of the larger team meetings is to gather feedback on work underway, including the following potential topics:

- Review of feedback from Council study session and proposed interviewees
- Review of feedback from best practices interviews and initial scope outline

Deliverables:

- Ongoing project management
- Two (2) one-hour meetings with City staff, including agendas, materials, and notes

TASK 2 MEETING WITH COUNCIL

Meeting to Confirm Sustainable Transportation Plan Goals and Outcomes

Nelson\Nygaard will meet with Council at a regularly-scheduled Council meeting or study session to confirm the high-level project goals and desired outcomes of the Sustainable Transportation Plan. The goals and desired outcomes that emerge from this discussion will frame the key questions for Task 3 research. Nelson\Nygaard will prepare presentation materials to guide the conversation and will facilitate the goals and outcomes discussion.

Deliverables:

- Presentation framing discussion of Sustainable Transportation Plan goals and outcomes

TASK 3 BEST PRACTICES RESEARCH

Best Practices to Guide Scope Development

Bainbridge Island's Sustainable Transportation Plan will be informed and guided by industry best practices. Based on the Council discussion to identify goals and desired outcomes for the

Sustainable Transportation Plan, Nelson\Nygaard will conduct a literature review and interviews to identify best practices in sustainable transportation planning. This review will include a search for textbooks, articles, and innovative, relevant, and award-winning municipal sustainable transportation plans that can serve as models for Bainbridge Island. Nelson\Nygaard will review up to five (5) documents with an eye toward must-include items for Bainbridge Island.

Nelson\Nygaard will also identify up to four (4) industry experts, including academics, practitioners, and industry leaders, who will be interviewed regarding sustainable transportation planning best practices. Nelson\Nygaard will propose a list of experts—which may include suggestions from City Council and others—for review and approval by the City’s project manager. Potential interviewees could include the following individuals:

- David Blum, Affiliate Instructor, Urban Design and Planning, University of Washington
- Daniel Rodriguez, Chancellor’s Professor of City and Regional Planning, UC Berkeley
- Madeline Brozen, Associate Director, UCLA Institute of Transportation Studies
- Preston Schiller or Jeffrey Kenworthy, Authors of “An Introduction to Sustainable Transportation: Policy, Planning, and Implementation”, Department of Civil and Environmental Engineering, University of Washington
- Jeffrey Tumlin, Author of “Sustainable Transportation Planning: Tools for Creating Vibrant, Healthy, and Resilient Communities,” Principal and Director of Strategy, Nelson\Nygaard

The key findings of the literature review and interviews will be summarized by theme and used to inform the revised scope of work (Task 4).

Deliverables:

- Recommended list of industry experts for interviews
- Brief summary (no more than 5 pages, with a focus on informing scope development) documenting applicable best practices and findings from the literature and interviews

TASK 4 SUSTAINABLE TRANSPORTATION PLAN SCOPE AND FEE

Development of Updated Sustainable Transportation Plan Scope and Fee

Nelson\Nygaard will begin development of an updated Sustainable Transportation Plan scope with review of the *10-Year Strategy to Update and Implement the Bainbridge Island Sustainable Transportation Plan*. Using the Sustainable Transportation Plan goals and outcomes confirmed by Council (Task 2) and the findings from the best practices research (Task 3), Nelson\Nygaard will develop an updated Draft Sustainable Transportation Plan Scope of Work and Fee.

The City project manager will distribute and consolidate feedback, providing a single set of non-conflicting comments. Nelson\Nygaard will integrate comments and requested changes and deliver a Final Sustainable Transportation Plan Scope of Work and Fee for Council approval.

[NOTE: If requested by the City project manager, the Nelson\Nygaard project manager would be pleased to present the final scope and fee to City Council. This is not included as part of the budget; rather, any cost would be absorbed by Nelson\Nygaard.]

Consultant Deliverables:

- Draft and Final Scope of Work and Fee for the Sustainable Transportation Plan

		Nelson\Nygaard Labor Costs					Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
		Jennifer Wieland	Lauren Squires	Michael Riebe	Associate 1	Senior Associate 2				
		Principal 5	Associate 2	Senior Associate	Associate 1	Senior Associate 2				
Total Billing Rate		\$250.00	\$130.00	\$180.00	\$100.00	\$165.00				
Task	Description									
1	Project Management									
1	Check-In Calls (2) and Ongoing Project Management	4	6				10	\$1,780		\$1,780
	Task Total	4	6	0	0	0	10	\$1,780	\$0	\$1,780
2	Meeting with Council									
2	Meeting to Confirm Sustainable Transportation Plan Goals and Outcomes with Council	4	6		8		18	\$2,580	\$20	\$2,600
	Task Total	4	6	0	8	0	18	\$2,580	\$20	\$2,600
3	Best Practices Research									
3	Best Practices to Guide Scope Development	4	8		32	8	52	\$6,560		\$6,560
	Task Total	4	8	0	32	8	52	\$6,560	\$0	\$6,560
4	Sustainable Transportation Plan Scope and Fee									
4	Development of Updated Sustainable Transportation Plan Scope and Fee	6	12	4		4	26	\$4,440		\$4,440
	Task Total	6	12	4	0	4	26	\$4,440	\$0	\$4,440
TOTAL HOURS		18	32	4	40	12	106			
TOTAL LABOR COST		\$4,500	\$4,160	\$720	\$4,000	\$1,980		\$15,360	\$20	\$15,380
TOTAL COSTS										\$15,380

A 10-year Strategy to Update and Implement the Bainbridge Island Sustainable Transportation Plan

COBI 2016 Comprehensive Plan Update, Transportation Element, Transportation Vision 2036:

“Bainbridge Island has a safe, dependable, properly maintained, and fiscally responsible, multimodal transportation system. The system provides good facilities for non-motorized users and pedestrians and good access to transit, consistent with and supporting the other Elements of the Comprehensive Plan. The transportation system improves mobility and safety for all users while respecting the character of neighborhoods and maintaining a climate resilient environment. The system is regionally coordinated, adequately financed, and community supported.”

PROPOSAL: Hire an expert in community consensus-building and active transportation who will work with stakeholders and the public to create measurable goals and a strategy for building out sustainable transportation infrastructure that is aligned with *Transportation Vision 2036*.

Recent reports on climate change indicate that we need to make massive behavioral changes to reduce our carbon footprint, and our reliance on automobiles for primary means of transportation is a sizable contributor. Sustainable transportation initiatives that aim to reduce single-driver trips and offer car-free options to Islanders should be at the core of our efforts

Decades of dedicated committee volunteers and City staff efforts have produced detailed plans for a long list of non-motorized transportation projects. Each project has been thoughtfully scored and documented. But this planning by itself has not compelled public and stakeholder support, and the recent failure of a ballot measure for funding is the latest proof.

Transportation is changing. Car-sharing, ride-share companies such as Uber and Lyft, e-bikes, and bike/scooter sharing are transforming communities. Imagine how weekend and late-night ferry commutes might change if the last-mile problem could be solved with community supported last-mile home, designed to fit the needs and transportation requirements of the user? Further, we must look to our Comprehensive Plan and utilize our Neighborhood Centers as hubs for these above activities, ensuring geographic equity in our approach and as broad access to these initiatives as possible.

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. 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 a car on the ferry; we can use ferry metrics to help measure success.

A successful outcome of this proposal will:

- 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 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 get consensus on appropriate standards and guidelines for meeting our goals.
- Include **formal partnership from other jurisdictions (Bainbridge taxing districts, Kitsap Transit, WSDOT)** to maximize opportunities for new solutions and support for those solutions.
- Communicate a compelling vision and 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.

To address these needs for updated infrastructure strategy and planning, the City will:

1. Request the formal involvement of the BI Parks District, the BI School District, and any other interested government entities such as Kitsap Transit and WSDOT in the development of a new strategy.
2. Issue a Request for Proposal for an expert individual or firm with rich experience in active transportation and community consensus-building to work with stakeholders and the public to establish measurable community goals, evaluate the entirety of the City's [Island-Wide Transportation Plan](#) against these goals, and create a strategy for building out the sustainable transportation infrastructure over the next 10 years.

THE PROCESS

The Facilitator will lead a process that includes the steps listed below.

- A. Determine the stakeholders who will be involved and how they will be involved, including: City staff; the City Multi-Modal Transportation Advisory Committee; Climate Change Advisory Committee; the Race Equity Task Force; the City Council or a subset thereof; other jurisdictions such as the Parks District and the School District; and members of the public. The exact method of involving all of these stakeholders will be decided by the Council with the input of the Facilitator.
- B. Identify the measurable community goals that will be used to guide the Plan and project selection (the "Community Goals"). Goals could be related to safety, integration with public transportation, or reducing the number of vehicle trips.
- C. A thorough and holistic review of the Island's transportation infrastructure, which will include the following:
 - Review existing conditions/infrastructure to identify gaps between current state and the community goals
 - Review list of currently identified projects to assess/rank projects for their ability to achieve/support the community goals
 - Identify/propose new projects that have the ability to achieve/support the community goals
- D. Review and assessment of the current non-motorized systems plan.
- E. A thorough review and assessment of the current public transportation system on the Island and options for increasing ridership with last-mile solutions that could include new forms of active transportation.

- F. Develop a set guidelines and standards that shall apply to all projects to be built, such as width and paving options for separated paths; width and separation of bike shoulders; requirements for native restoration of disturbed landscapes; etc.
- G. Develop a multimedia presentation of the Plan that provides the narrative, clarity, and specificity needed to communicate with and inspire residents.
- H. Make recommendations for education, promotion, and incentives to increase use of infrastructure.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:05 PM) Interlocal Agreement for Navigator Behavioral Health Support - Police,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement **PROPOSED BY:** Police

RECOMMENDED MOTION:

I move to forward the Navigator Services ILA with the City of Poulsbo for approval with the July 23, 2019 Consent Agenda.

SUMMARY:

The Navigator program complements the Bainbridge Island Police Department's ongoing efforts to educate officers and help those with mental health issues navigate available resources outside the criminal justice system. In support of the program, the City pledged financial support in the amount of \$30,000 per year in the 2019/2020 adopted budget. The attached ILA with the City of Poulsbo identifies the parameters of the City's role in support of the program, both financially and otherwise, and outlines the Navigator services that Bainbridge Island will receive.

FISCAL IMPACT:

Amount:	\$60,000
Ongoing Cost:	\$30,000
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The Behavioral Health Outreach 'Navigator' Program is a multi-city, multi-agency criminal justice initiative facilitated and coordinated by the City of Poulsbo and supported by 1/10th of 1% Mental Health, Chemical Dependency, and Therapeutic Courts Grant funding.

The goal of the Program is to divert individuals with behavioral health disorders (mental illness or co-occurring substance abuse disorders) who have been charged with minor crimes, or are at risk of arrest, from the

criminal justice system. Under general supervision and at the direction of the Chiefs of Police, the mental health Navigator works with law enforcement to help contacted individuals navigate the services available to them.

ATTACHMENTS:

[Navigator Services ILA](#)

[Poulsbo Navigator Policy - Updated 03.01.2019](#)

FISCAL DETAILS:

The 2019/2020 adopted budget provides for \$30,000 per year in financial support of the program (in Public Safety).

Fund Name(s): General Fund

Coding: 53011212/541100

INTERLOCAL AGREEMENT AMONG THE CITIES OF BAINBRIDGE ISLAND AND POULSBO FOR PROVISION OF LAW ENFORCEMENT BEHAVIORAL HEALTH NAVIGATOR SERVICES

This Agreement is by and between the City of Poulsbo (“Poulsbo”) and the City of Bainbridge Island (“Bainbridge Island”) and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, the undersigned cities hereto are public agencies as defined by Chapter 39.34, Revised Code of Washington, and are authorized to enter into joint or cooperative actions and to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, law enforcement agencies are often the first responders to those in behavioral health crises or with behavioral health conditions and who are in need of connection to services, thereby creating a demand upon the undersigned cities respective to resources and impacting the communities of the undersigned cities, both individually and jointly; and

WHEREAS, the City of Poulsbo Police Department has an established Behavioral Health Outreach Navigator Program which assists law enforcement in connecting individuals with behavioral health issues, who are identified as at-risk or in crisis, with treatment and other community resources, with the goal of diverting initial or further involvement in the criminal justice system; and

WHEREAS, the City of Bainbridge Island has determined that the cooperative utilization of the City of Poulsbo Police Department Behavioral Health Outreach Navigator Program would be of benefit to its Police Department and the community; and

WHEREAS, the City of Poulsbo agrees that the cooperative utilization of its Behavioral Health Outreach Program is of benefit to the City of Bainbridge Island, the City of Poulsbo, and their respective communities;

NOW THEREFORE, the City of Poulsbo and the City of Bainbridge Island, through their respective legislative bodies, do hereby agree as follows:

1. **SCOPE OF SERVICES.** Poulsbo Police Department (“PPD”) shall assign, as staffing levels permit, to the City of Bainbridge Island Police Department (“BIPD”) a Police Navigator (“Navigator”) from the Poulsbo Police Department Behavioral Health Outreach Navigator Program (“Program”). When providing services on Bainbridge Island under this Agreement, the Navigator will be physically housed in the Bainbridge Island Police Department and will work no more than 30 hours per week with BIPD, assisting law enforcement officers to connect individuals with behavioral health issues to treatment and other community services.
2. **NAVIGATOR ASSIGNMENT.** PPD shall ensure the Navigator has the appropriate and necessary qualifications, training and experience to provide the services under this Agreement and retains the sole authority to remove, replace or change the assigned Navigator to BIPD. However, PPD shall make reasonable attempts to avoid any significant disruptions to ongoing cases. BIPD shall provide to the Navigator and PPD a designated member of the BIPD Crisis Intervention Team, or other BIPD law enforcement officer who shall serve as the point of contact for the Navigator services and shall supervise the Navigator and the provision of related services while on-site, in collaboration with the PPD Administrative Services Manager.
 - a. The City of Poulsbo shall pay the salary, associated benefits and employment costs of the Navigator, with any overtime work needing prior approval by the PPD Administrative Services Manager.
 - b. The Navigator shall be considered an employee of the PPD, reporting to, and supervised by the PPD Administrative Services Manager. The Navigator will adhere to the policies and procedures of the PPD, including the Behavioral Health Navigator Program policies. Should an actual or perceived conflict arise regarding the responsibilities, policies, or delegated duties of the Navigator, BIPD shall promptly inform PPD.
 - c. The Navigator shall continue to have ongoing responsibilities with the PPD and may be required to provide navigator support, attend mandatory trainings, conduct

investigations or attend to other work-related matters for PPD or other partnered agencies, at the sole determination of PPD. Should BIPD wish for the Navigator to participate or attend any BIPD required meetings or trainings, BIPD shall seek authorization from the PPD Administrative Services Manager.

- d. PPD shall provide the Navigator with a cellular phone and laptop for the provision of the services in this Agreement, which shall remain the property of PPD.
- e. BIPD shall provide the necessary workspace and/or workstation in its Department which provides the Navigator at a minimum access to ILeads, or any replacement County-wide law enforcement records management system. The Navigator shall enter all contacts into ILeads or its successor, and through this Agreement are given the authorization to do so. Such entry shall be in accordance with the policies and procedures of the PPD.

3. **COSTS.**

- a. For calendar year 2019, the City of Bainbridge Island will remit a payment of Thirty Thousand Dollars (\$30,000) to the City of Poulsbo for services provided herein. Such payment shall be due upon full execution of this Agreement.
- b. For calendar year 2020, the City of Bainbridge Island shall pay the City of Poulsbo a total of Thirty Thousand Dollars (\$30,000) for all services provided under this Agreement, to be paid in four quarterly installments of Seven Thousand Five Hundred Dollars (\$7,500).
- c. Unless as especially provided for herein, all other costs for the services under this Agreement shall be borne by the City of Poulsbo.

4. **INSURANCE.** The cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this Agreement.

5. **LIABILITY.** Each City shall be responsible for the wrongful or negligent actions of its employees while participating in the Navigator Program as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- a. To that end, each City promises to hold harmless and release all the other participating Cities from any loss, claim, or liability arising from or out of the negligent tortious actions or inactions of its employees, officers, and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
 - b. Nothing herein shall be interpreted to:
 - i. Waive any defense arising out of RCW Title 51.
 - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
 - iii. Cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

6. **PUBLIC RECORDS.** This Agreement does not establish a separate or independent legal entity subject to suit or to the Washington Public Records Act (PRA), Chapter 42.56 RCW. Accordingly, each party shall be responsible for retaining records it creates, owns or uses, in accordance with the applicable record retention laws. All public records requests shall be handled independently by the agency receiving the request in accordance with its own policies and state law.
7. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2019, and shall expire December 31, 2020, unless otherwise terminated per Section 8 of this Agreement.
8. **TERMINATION.** Either party may terminate this Agreement at any time without cause upon 30 days written notice to the other party. Termination during any calendar year shall not entitle Bainbridge Island to a reduction or refund with respect to funds already paid to Poulsbo, at the time notice of termination is given, for services under this Agreement. Termination of this Agreement shall not terminate paragraphs 4 or 5 hereof as to any incident arising prior to the termination of this Agreement and paragraphs 4 and 5 shall survive the termination of this Agreement with respect to any cause of action, claim, or liability arising on or prior to the date of termination.
9. **ADMINISTRATION.** This Agreement is executed in accordance with the authority of Chapter 39.34, the Interlocal Cooperation Act. The parties do not create through this Agreement a separate legal entity subject to suit or a separate fund. The Police Chiefs of PPD and BIPD, or their designees, will administer this Agreement for each party, and will meet each quarter, or as needed for the purpose of reviewing and discussing the operations and performance of the Navigator and the Navigator Program. Each party to this Agreement shall be responsible for its own budgeting.
10. **DISPOSAL OF PROPERTY.** No real or personal property will be jointly acquired or owned by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
11. **WRITTEN NOTICES.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service,

and shall be deemed sufficiently given if sent to the addressee at the address state in this Agreement or such other address as may be hereafter specified in writing.

For City of Poulsbo:

Chief Dan Schoonmaker
Poulsbo Police Department
200 NE Moe Street
Poulsbo, WA 98370

For City of Bainbridge Island

Interim Chief Jeffrey Horn
Bainbridge Island Police Department
280 Madison Ave N
Bainbridge Island, WA 98110

12. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
13. **WAIVER.** Failure to enforce any provisions of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.
14. **AMENDMENT.** This Agreement may only be amended by written agreement of all parties.
15. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws and administrative rules of the State of Washington. In the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.
16. **FILING.** This Agreement shall be filed with the County Auditor or listed by subject on each agency's website pursuant to RCW 39.34.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement,
this _____ day of _____, 2019.

CITY OF POULSBO

CITY OF BAINBRIDGE ISLAND

BECKY ERICKSON, MAYOR

MORGAN SMITH, CITY
MANAGER

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAMES HANEY
CITY ATTORNEY

JOE LEVAN
CITY ATTORNEY

City of Poulsbo



BEHAVIORAL HEALTH NAVIGATOR PROGRAM POLICY

Updated March 1, 2019

I. PURPOSE

The City of Poulsbo Police Department Behavioral Health Navigator Program gives police access to a Behavioral Health Navigator (Police Navigator) who connects individuals with behavioral health needs to available services and resources. The Police Navigators may respond with officers to calls involving behavioral health issues when they occur and/or provide outreach to individuals after police contact. Police Navigators perform outreach to individuals who are at risk of entering or who have entered the criminal justice system. Police Navigators share information with officers that may assist them in the field.

Police Navigators will not provide assessments, case management, or clinical services. Nothing in this program description and/or policies are to supersede officer safety tactics or the policies of Poulsbo Police Department and its partnering agencies.

II. GOALS

The goals of the Behavioral Health Navigator Program are to:

- Connect individuals with behavioral health issues experiencing crisis or at risk of crisis to social services and treatment.
- Connect individuals with behavioral health issues who are at risk of arrest or who have been arrested to social services and treatment.
- Reduce police time spent on behavioral health-related calls.
- Provide prosecutors with resource information relevant to diversion agreements.
- Improve behavioral health services by identifying treatment gaps in the county and promoting new approaches.

The Navigator Program fully appreciates the fact that behavioral health disorders take many forms. Specific challenges are not necessarily isolated from each other and often present themselves as co-occurring issues.

III. DEFINITIONS

For the purposes of this policy:

“Behavioral Health” (as defined by WAC 182-538A-050) includes mental health, substance use disorders and conditions, and benefits related to treatment.

“Behavioral Health Crisis” (as defined by WAC 182-538C-050) means an actual or perceived urgent or emergent situation that occurs when (a) an individual’s stability or functioning is disrupted; and (b) there is an immediate need to resolve the situation to prevent (i) a serious deterioration in the individual’s mental or physical health; or (ii) the need for referral to a significantly higher level of care.

“Behavioral Health Issues” (BHI) refers to behavior that suggests sensory, mental, or physical impairment as a result of mental illness and/or co-occurring issues.

“Crisis Intervention Officers” (CIOs) are officers and deputies in Kitsap County who are designated by their agency in accordance with state law and department policies as being certified CIOs.

“Mental Health Professional” (MHP) (as defined by WAC 182-538A-050) means a psychiatrist, psychologist, psychiatric nurse, social worker or other mental health professionals.

“Behavioral Health Navigator” (Police Navigator) is a Mental Health Professional or an individual with a minimum of two years of professional experience working with people with BHI who assists police by connecting people to behavioral health resources and services. Navigators also work with family members of people with BHI, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information and promote access to care. Navigators do not perform mental health treatment services, are not medical providers, and do not perform assessments or provide clinical services.

“Navigator Team” refers to people working with or within the City of Poulsbo to direct and implement the Navigator Program. The Navigator Team consists of Police Navigators, participating Crisis Intervention Officers, the Administrative Services Manager of the Poulsbo Police Department and the Program Manager.

IV. PROGRAM COMPOSITION

The Navigator Program is a City of Poulsbo Police Department program. It is shared with several police agencies throughout Kitsap County.

A. Position Descriptions

1. Behavioral Health Police Navigator

- Police Navigators facilitate access to resources and care providers.
- Police Navigators improve communication between police and service providers.
- Police Navigators assist officers with information pertaining to community resources.
- Police Navigators work with family members of people with BHI, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information.
- Police Navigators will not provide assessments, case management, or clinical services.
- Police Navigators work collaboratively with CIOs and at the direction of CIOs when they are in the field.

2. Project Manager

- The Project Manager oversees functions related to the Navigator Program as a whole.
- The Project Manager serves as a point person in the community for overall Navigator Program related issues, organizes internal and external meetings related to the Program.
- The Project Manager aligns the Navigator Program with the work of community/agency partners and creates online and written material about the Program in consultation with the Poulsbo Police Department.
- The Project Manager works with prosecutors, defense attorneys, and court personnel to share resource information and to aid with Navigator Program development.
- The Project Manager engages in fundraising and grant writing related to the Navigator Program.
- The Project Manager collects, analyzes and presents data related to the Navigator Program.
- The Program Manager advocates for improvements in the behavioral health service system.

3. Administrative Services Manager

- The Administrative Services Manager oversees the day-to-day operations of the Navigator Program, to include supervision of the Police Navigators and adherence to CJIS and Poulsbo Police Department policies.
- The Administrative Services Manager works with Police Navigators to ensure they have the tools they need to work effectively and that operational problems are addressed.
- The Administrative Services Manager coordinates the Police Navigator activities with partnered agencies.

V. REFERRALS TO NAVIGATOR

Officers are encouraged to refer individuals to the Police Navigators, both to connect them to services and to share information that may improve access to care.

Officers may refer any individual with BHI to a Police Navigator, either directly or through a CIO. Police Navigators will not be available to follow up to all referrals, outreach is based in part upon Police Navigator availability. Priority is given to individuals with BHI who are at risk of behavioral health crisis or arrest and/or have repeated contact with police. Referral requests will be acknowledged within 48 business hours by a Police Navigator.

It is preferable that referrals to a Police Navigator be done, in writing, submitted to the agency's assigned Navigator via email to their City of Poulsbo employee email address. The email should only include (i) Case number and (ii) Indication of Time Sensitivity (if relevant); no other identifying information should be sent via email.

Officers may also request assistance from a Police Navigator, in person, by phone, or by bringing a police report to his/her attention.

Direct referrals to a Police Navigator will only be accepted from partnering law enforcement agencies and/or prosecutors within Kitsap County.

VI. REPORTING

Police Navigators will document all their outreach, follow-up and other contacts as supplemental reports in the iLeads Records Management System. The supplemental reports will correspond with the original report that generated the referral.

Police Navigators will complete a "Grant Reporting Form" for every individual to whom they are referred to through the Program. These forms will then be forwarded to the Program Manager at the completion of each month for a data compilation to satisfy grant reporting requirements. These forms will not provide any contact identifying information yet will provide the Program Manager with reporting navigator name, case report number, month of navigation contact, insurance information (when available) and resources referred to.

Police Navigators will not record or retain health care information from health care providers or from third-party sources (ie...family).

Police Navigators will notify the WA State Department of Social and Health Services (DSHS) when there is reasonable cause to believe that abandonment, abuse, financial exploitation, and/or neglect of a vulnerable adult has occurred. Police Navigators will also communicate the reported situation to their agency CIO.

Police Navigators will notify the WA State Department of Children, Youth and Families, Child Protective Services (CPS) when there is reasonable cause to believe that abuse or neglect of a child has occurred. Police Navigators will also communicate the reported situation to their agency CIO.

Police Navigators will be required to fully cooperate with law enforcement agency personnel and prosecutors in the event the Police Navigator is a witness or obtains information necessary for the identification, apprehension, and prosecution of any person involved in a crime while providing services pursuant to this policy.

VII. COMMUNICATION, INFORMATION SHARING

Messages to the Police Navigators are to be sent through the City of Poulsbo email system.

- Officers are encouraged to send messages about individuals they encounter that might benefit from having communication with a Police Navigator.
- Officers are encouraged to send information to Police Navigators about attempts made to connect individuals to resources (both successful and unsuccessful).

Transitory notes may be taken in order to accurately document navigator outreach efforts. Once the supplemental report is completed, the corresponding transitory notes are to be destroyed.

Police Navigators will have access to police records only within CJIS secured locations while working within program police agencies. Navigators will only access those records which are directly relevant to their work within the Navigator Program, will not access such records from non-CJIS secured locations and are prohibited from removing such records from their secured locations.

VIII. NAVIGATOR OUTREACH, UNIFORM STANDARDS

Police Navigators may respond to dispatched calls with CIO officers, accept referrals for outreach from partnered law enforcement agencies and/or the prosecutor in the scope of the program as described herein, along with the applicable policies and procedures of the program and the Poulsbo Police Department.

Police Navigators will request that CIO officers call in to Kitsap 911 with their Unit Number and Designator when partnering in the field.

In their effort to connect individuals to services and support continuity of care, Police Navigators may meet with inmates at the Kitsap County Jail. Police Navigators will advise the Lieutenant on duty at the Kitsap County Jail prior to any visit with an inmate. All Police Navigators will receive jail security training and all visits will follow jail protocol. Meeting locations will be determined by corrections officers.

No outreach will be done in private homes or remote locations without an officer present.

Police Navigators shall be readily identifiable as Poulsbo Police Department employees (uniform jacket, department identification and ballistic vest) anytime they are riding in a patrol vehicle,

making contacts in the field while working with an officer, or at any other time the Police Navigator and/or CIO determine that a significant safety concern exists.

It is also understood that certain contacts made by the Police Navigators may be more effective when they are not readily identifiable as a police department employee. In these cases, Police Navigators are permitted to use discretion on their appearance after a consultation to assess the potential for danger has occurred with the CIO or another available officer.

Police Navigators may work in partnership with other agencies and service providers if approved by the Program Manager and the Administrative Services Manager of the Poulsbo Police Department. The City of Poulsbo may contract with outside agencies and service providers to enhance the Navigator Program.

All Police Navigator outreach will be documented in the form of a supplemental report in iLeads Records Management System within 48 business hours.

IX. NAVIGATOR BACKGROUND CHECK, TRAINING

All Police Navigators will undergo a pre-employment background check (including a Washington State Patrol check, personal history statement, investigation by a background investigator, and polygraph exam).

All Police Navigators will successfully complete CJIS security and ACCESS training within the first six months of employment and maintain that certification while employed as a Navigator.

All Police Navigators will receive Crisis Intervention Training and Washington State Department of Health approved suicide prevention training within the first three months of employment.

All Police Navigators will receive orientation training at Kitsap 911.

All Police Navigators will receive jail security training from Kitsap County Sheriff's Office.

All Police Navigators will be trained to use a police radio by a Crisis Intervention Officer.

All Police Navigators will be trained in the use of the iLeads Records Management System by a Crisis Intervention Officer.

All Police Navigators will receive training in Public Records Act requirements.

Police Navigators will comply with all City of Poulsbo employee policies, rules, requirements and expectations, along with all the Poulsbo Police Department Policies and Procedures.

The Program Manager and Administrative Services Manager will identify training that will enhance the Police Navigators ability to perform duties. In addition, the Police Navigators will

participate in all police department training required by policy or that directly effects their employment with the department. Training records will be updated and retained by the Administrative Services Manager.

X. PUBLIC RECORDS AND RECORDS RETENTION

Records maintained by the Behavioral Health Navigator program are subject to the Washington State Public Records Act (Chapter 42.56 RCW) and Washington State record retention laws. Records will be maintained, prepared, and released in accordance with Washington State law, along with City of Poulsbo and the Poulsbo Police Department policies and procedures. Records requests for Behavioral Health Navigator Program records shall be directed to the City of Poulsbo Public Records Officer.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:15 PM) Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program - Finance,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward Resolution No. 2019-23 for approval with the July 23, 2019 Consent Agenda.

SUMMARY:

In January 2019, the City Council passed Resolution No. 2019-08 to increase the Vehicle License Fee from \$20 to \$30. The new revenue is intended to fund neighborhood traffic calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. The Council asked city staff to develop a Rebate Program for Vehicle License Fees that could reduce the tax burden on Bainbridge Islanders below a certain income similar to the program active in the City of Seattle. The proposed Vehicle License Fee Rebate Program would allow Bainbridge Islanders who have a combined household income below \$40,000 to apply for a rebate of \$10 on their Vehicle License Fee.

FISCAL IMPACT:

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

BACKGROUND:

The current Vehicle License Fee of \$20 generates approximately \$400,000 in revenue in the Transportation Benefit Fund. In January 2019, the City Council passed Resolution No. 2019-08 to increase the vehicle license fee from \$20 to \$30. The increased fee would begin to be collected on or after August 1, 2019, and end with vehicle renewals due after December 31, 2022. The new revenue is intended to fund neighborhood traffic

calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. The increased fee would generate an additional \$200,000 a year.

The Council asked City staff to develop a Rebate Program for Vehicle License Fees that could reduce the tax burden for Bainbridge Island residents who earn below a certain income. This new program is intended to be modeled after the City of Seattle Vehicle License Refund program.

The Vehicle License Fee Rebate Program allows Bainbridge Islanders who have a combined household income below \$40,000 to apply for a rebate of \$10 on their Vehicle License Fee.

This program would share the application form with the Senior and Low Income Disabled Citizen Utility Discount Program.

To demonstrate eligibility for the rebate, the resident must annually submit proof of payment of the \$30 vehicle license fee to the City as well as one of the following:

- Proof that they are currently enrolled in the Bainbridge Island Utility Discount Program; or
- Proof that the total annual gross household income for all persons 18 years and older living in the house during the monthly period prior to applying is no higher than: \$40,000.

The City will accept the following documents as proof of income:

- A copy of last year's Federal Income Tax Statement; or
- A copy of a Social Security Statement for income.

The income threshold of \$40,000 was chosen to be consistent with our Senior and Low Income Disabled Citizen Utility Discount Program. This amount is also very close to 70% of the state median income which is the measure used by the City of Seattle's Vehicle License Fee Rebate Program.

ATTACHMENTS:

[Resolution No. 2019-23, Adopting a Vehicle License Fee Rebate Program](#)

[TBD Vehicle License Fee Rebate Program Summary](#)

[Vehicle License Fee Rebate Application Form](#)

FISCAL DETAILS:

The increased fee is expected to generate approximately \$200,000 in additional yearly revenue for the Transportation Benefit Fund. Staff estimates approximately 10% of the 10,000 households (or 1,000 households) will be eligible for the program. If all of these eligible households received the refund, the

impact would be to return about \$10,000 in annual refunds to eligible participants ($10\% * 10,000 * \$10 = \$10,000$).

Fund Name(s): Other

Coding:

RESOLUTION NO. 2019-23

A RESOLUTION of the City Council of Bainbridge Island, Washington, adopting a vehicle license fee rebate program for income-qualified residents related to the increase in the vehicle license fee adopted by Resolution 2019-08.

WHEREAS, on August 22, 2012, the City Council adopted Ordinance No. 2012-14, establishing the Bainbridge Island Transportation Benefit District; and

WHEREAS, RCW 36.73.065 authorizes a transportation benefit district to impose, by majority vote of the district's governing board, a fee of up to \$40.00 if a \$20.00 vehicle fee has been imposed for at least twenty-four months; and

WHEREAS, on January 9, 2013, the Bainbridge Island Transportation Benefit District adopted TBD Resolution No. 2013-01, establishing a \$20.00 vehicle license fee in accordance with RCW 36.73.065; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 2015-31, assuming the rights, powers, functions, and obligations of the Bainbridge Island Transportation Benefit District in accordance with Chapter 36.74 RCW; and

WHEREAS, in accordance with RCW 82.80.140, the new vehicle license fee may not be collected until six months after approval of the increase by the City Council; and

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-08, increasing the vehicle license fee from twenty dollars to thirty dollars to provide funding for the purposes outlined in Resolution No. 2019-06; and

WHEREAS, the City Council finds it to be in the best interest of the City to create a vehicle license fee rebate program for income-qualified residents, who may apply for a rebate of the increase in the vehicle license fee approved by Resolution No. 2019-08.

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

Section 1. Rebate Program Created. A vehicle license fee rebate program is hereby established, to be administered by the City's Finance Director in accordance with this resolution.

Section 2. Eligibility. The program is available to income-qualified residents who own vehicles registered on Bainbridge Island with a vehicle license fee renewal date of August 1, 2019, or later. Residents are considered income-qualified if the annual household income for all persons 18 years or older living in their residence is \$40,000 or

less. To demonstrate eligibility for the rebate, residents must submit proof of income, such as a copy of last year's Federal Income Tax Statement or a copy of a Social Security Statement for income.

Section 3. Rebate. If eligible, residents may apply for a rebate of the increase in the vehicle license fee approved by Resolution No. 2019-08.

Section 4. Implementation and Interpretive Authority. The City's Finance Director is authorized to promulgate rules to implement the vehicle license fee rebate program established by this resolution. To that end, the City's Finance Director is authorized to issue official interpretations arising under or otherwise necessitated by this resolution.

Section 5. Effective Date. This resolution shall take effect immediately and shall remain in full force and effect until January 22, 2023.

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

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

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

2019-23

TBD Vehicle License Fee Rebate Program

On January 22, 2019, the City Council passed Resolution No. 2019-08, increasing the vehicle license fee from \$20 to \$30, and Resolution No. 2019-06, specifying the use of the new revenue. Under Resolution No. 2019-06, the new revenue is intended to fund neighborhood traffic calming and safety projects and outreach and marketing related to Kitsap Transit's BI Ride service. In order to lessen the financial burden on Bainbridge Island households below a certain income, the vehicle license fee rebate program allows income-qualified vehicle owners with a vehicle registered on Bainbridge Island to receive a \$10 rebate in the form of a check.

Eligibility

The program is available to income-qualified residents who own vehicles registered on Bainbridge Island with a vehicle license fee renewal date of August 1, 2019, or later. Residents are considered income-qualified if the annual household income for all persons 18 years or older living in their residence is \$40,000 or less, which is consistent with the Senior and Low-Income Disabled Citizen Utility Discount Program.

To demonstrate eligibility for the rebate, a resident must annually submit proof of payment of the \$30 vehicle license fee to the City as well as one of the following:

- Proof that she/he is currently enrolled in the Bainbridge Island Utility Discount Program; or
- Proof that the total annual gross household income for all persons 18 years or older living in the household during the monthly period prior to applying is no higher than \$40,000.

The City will accept the following documents as proof of income:

- A copy of last year's Federal Income Tax Statement; or
- A copy of a Social Security Statement for income.

Application

If you meet the eligibility requirements above, you can apply for a \$10 vehicle license fee rebate by phone (if already enrolled in the Utility Rebate program), by mail, or in person starting August 1, 2019.

Contact Information

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206-842-7633
Hours
Monday - Friday
8 a.m. - 4 p.m.



City of Bainbridge Island Low-Income Fee Reduction Application

Select the fee reduction program you are applying for (check one):

☐ **Application for Water and Sewer Utility Discount**
Persons age 61 or older who have a combined income in an amount which would qualify them for property tax exemption under RCW 84.36.381(5), which is currently **\$40,000**, or low-income disabled persons, may apply for the following discounts to their single-family residence utility bills:
WATER: 50% reduction
SEWER: 50% reduction
STORM DRAIN: 50% reduction
(BIMC 13.16.082 – 086, Ordinance No. 92-26, Resolution No. 2003-01)

☐ **Application for Vehicle License Fee Rebate**
Bainbridge Island residents 18 years of age and older who have vehicles registered on Bainbridge Island and have a car tab renewal date of August 1, 2019, or later with an annual household income at or below **\$40,000** during the monthly period prior to application, are eligible to receive a \$10 rebate in the form of a check after payment for the vehicle license has been made.
(Resolution No. 2019-08)

APPLICANT NAME: _____
(First) (Last)

Date of Birth: _____

SPOUSE/CO-TENANT: _____
(First) (Last)

Date of Birth: _____

Service Address: _____
(Street Address)

Mailing Address: _____
(Street Address/ PO Box)

(City/State/Zip)

Phone Number: _____

Total Gross Income for current year (include spouse's or co-tenant's income) from all sources: \$ _____

Please provide:

- ☐ A copy of last year's Federal Income Tax Statement or a copy of Social Security Statement for income verification purposes for applicant and spouse/co-tenant.
- ☐ If applying for the vehicle license fee rebate, proof of payment of the \$30 vehicle license fee.

AFFIDAVIT: I swear under the penalties of either civil or criminal perjury that I have read the application form and all of the statements, as marked, are true.

Applicant Signature

Spouse/Co-Tenant Signature

Dated this _____ day of _____, 20 ____.



City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:30 PM) 2019 Chip Seal Project Contract Award - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward the 2019 Chip Seal project contract award for further consideration as part of the July 23, 2019 Unfinished Business Agenda.

SUMMARY:

Chip sealing involves the process of applying a coat of asphalt oil and finely crushed rock over the existing pavement to protect and preserve the street surface from future water and weather damage. Chip sealing is a cost-effective way to maintain streets and saves significant dollars on future repair costs.

FISCAL IMPACT:

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

BACKGROUND:

What is Chip Sealing? Chip Seal is a pavement surface treatment consisting of asphalt oil that combines one or more layer(s) of asphalt with one or more layer(s) of fine aggregate and the process is often referred to as asphaltic surface treatment. Chip sealing is a cost-effective way to maintain streets and saves significant dollars on future repair costs.

The chip seal process is generally used on roadways before the pavement has deteriorated to the point of requiring an asphalt overlay. Chip seal prevents water penetration thereby reducing subsequent damage to the roadbed and also provides a new wearing surface. Used in combination with crack sealing and surface

patching, chip seal significantly extends the life of a roadway. The City typically does surface patching one year and follows that up with chip-sealing the next year. Chip seals cost much less than asphalt overlays and allow the City to stretch limited maintenance funds.

Following the results from the June 27, 2019 bid opening, the apparent low bidder and contract amount will be forwarded to the July 23, 2019 Unfinished Business Agenda.

See attached 2019 Chip Seal map.

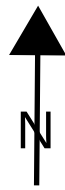
ATTACHMENTS:

[2019 Chip Seal Map](#)

FISCAL DETAILS: Streets - Repair & Maintenance Budget = \$657,000 - however \$15,000 was moved to the striping contract leaving \$642,000 available.

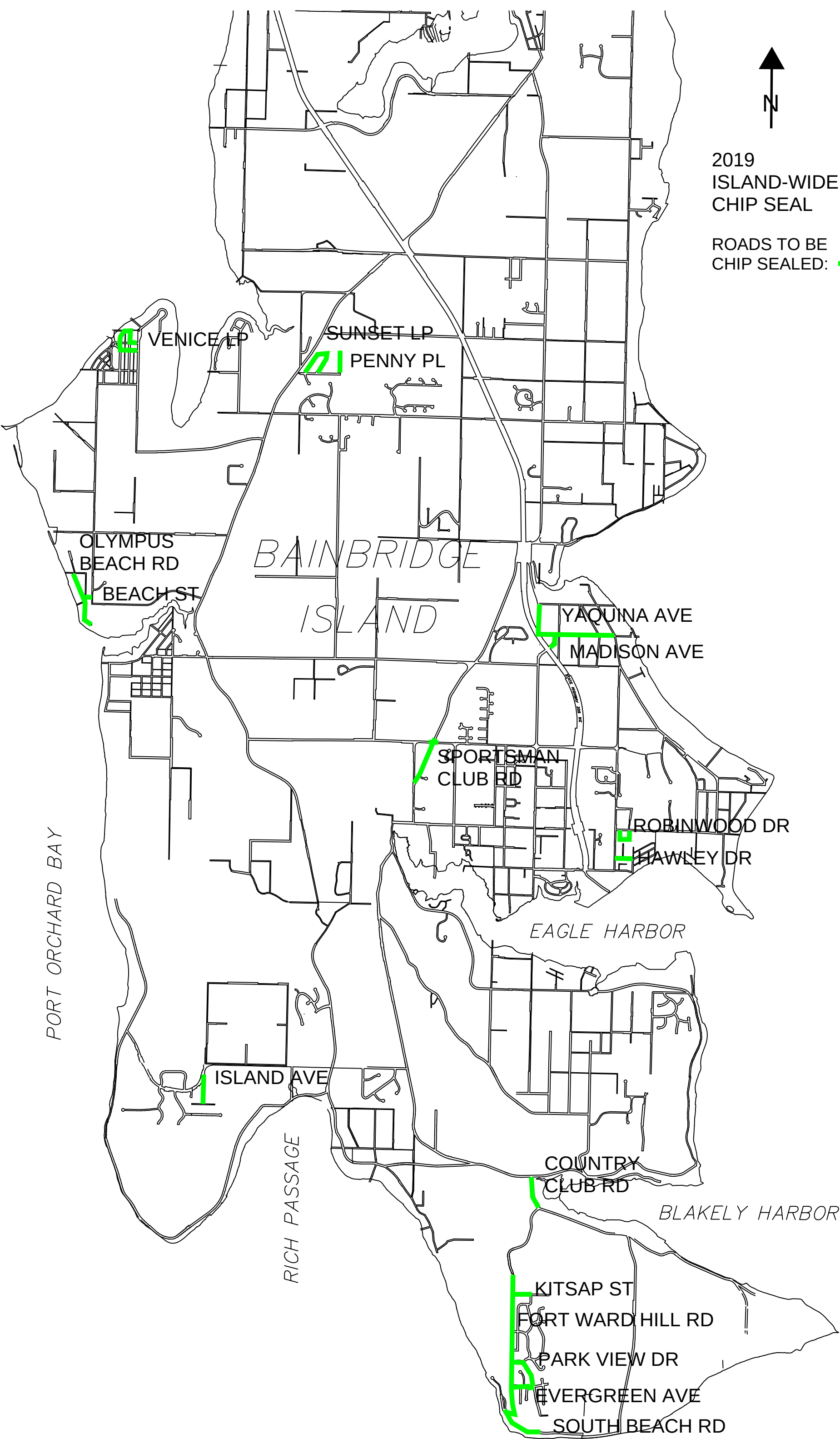
Fund Name(s): Streets Fund

Coding:



2019
ISLAND-WIDE
CHIP SEAL

ROADS TO BE
CHIP SEALED: 





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:40 PM) Olympic Drive Design Professional Services Agreement Amendment No. 1 - 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 Amendment No. 1 to the Professional Services Agreement with MIG SvR Design for approval with the July 23, 2019 Consent Agenda

SUMMARY:

Amendment No. 1 to the Professional Services Agreement with MIG SvR Design includes video recording of non-motorized improvements, reviewing non-motorized counts and comparing to pre-construction, developing and administering survey of stakeholders, and report preparation for submittal to federal highways for compliance for experimental design.

These items were not covered in the original Agreement and need to be accomplished to ensure compliance with federal highway permission of construction for the Olympic Drive Non-Motorized Improvements project.

FISCAL IMPACT:

Amount:	\$32,100.00
Ongoing Cost:	
One-Time Cost:	\$32,100.00
Included in Current Budget?	Yes

BACKGROUND: The Olympic Drive Non-Motorized Improvements support services contract with MIG SvR Design was approved at the April 9, 2019 City Council meeting in the amount of \$80,824.00. The support services includes project management as well as monthly progress reports, weekly technical coordination, site visits, submittal review support, and contractor request for information review and response.

Amendment No. 1 work includes video recording of non-motorized improvements, review non-motorized counts and compare to pre-construction, develop and administer survey of stakeholders, and report preparation for submittal to federal highways for compliance for experimental design.

These items were not covered in the original Agreement and need to be accomplished to ensure compliance with federal highway permission of construction for the Olympic Drive Non-Motorized Improvements project. Amendment No. 1 is in the amount of \$32,100.00, bringing the revised contract amount to \$112,924.00.

ATTACHMENTS:

[Amendment No. 1 to PSA with MIG SvR Design](#)

[Exhibit A to Amendment No. 1](#)

[Original PSA With MIG SvR Design - Executed April 15, 2019](#)

FISCAL DETAILS: The remaining contingency is \$171,280.

Fund Name(s): Capital Construction Fund

Coding:

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

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on April 15, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Moore Iacofano Goltsman, Inc., a California corporation, d/b/a MIG SvR (formerly known as SvR Design Company) (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide evaluation of the design and construction modifications for submittal to federal highway per agreement for experimental design of non-motorized improvements on Olympic Drive; and

WHEREAS, the City desires to increase the services provided under the Agreement and extend the term of the Agreement; and

WHEREAS, the Consultant is willing to perform the additional services in exchange for a \$32,100.00 increase in the maximum amount payable under the Agreement.

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

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

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2019~~, January 31, 2021, unless sooner terminated by either party as provided below.

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

A. The City shall pay the Consultant for such services: (check one)

☒ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of ~~Eighty Thousand Eight Hundred Twenty Four Dollars (\$80,824.00)~~ One Hundred Twelve Thousand Nine Hundred Twenty-Four Dollars (\$112,924.00);

☐ Fixed Sum: _____;

☐ Other: \$_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

3. Attachment A, Scope of Services, is hereby amended to include a new Task 3 as set forth on attached **Exhibit A**, which is hereby incorporated into this Amendment as if set forth in full.

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

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

MOORE IACOFANO GOLTSMAN, INC.

CITY OF BAINBRIDGE ISLAND

Date:_____

Date:_____

By:_____

By:_____

Name_____

Morgan Smith, City Manager

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

Exhibit A					
Olympic Drive Non-Motorized Improvement Project - Post Construction Monitoring					6/21/2019
Scope of Work					
 					
The following scope of work and fee is based on the SR305/Olympic Drive Non-Motorized Improvement Request to Experiment: Two-Stage Turn Box dated December 2, 2016. Evaluation of the two-stage box will continue on year following completion of the project.					
Task 3 - Post Construction Monitoring			Lead	Hrs.	Cost
3.1	Collect video at three locations and analyze user behavior and operations for all users of the roadway (pedestrians, bicyclists, and motor vehicles) including but not limited to vehicle/bicycle positioning and compliance with traffic control devices. Locations should capture potential conflicts between bicyclists/motorists/pedestrians.		SvR	8	\$ 1,320.00
3.2	Review pedestrian and bicycle counts from video and document findings from pre-construction conditions.		SvR	12	\$ 1,880.00
3.3	Develop user surveys (see assumptions) to collect data on experiences, stated behavior, and perceptions of non-motorized improvements. Assume three separate surveys one for each user group (bicyclists, pedestrians, motor vehicle operations - includes motorcycles, automobiles, transit and freight)		SvR	38	\$ 6,240.00
3.4	Review video and survey results post construction to compare how individuals behave to how they say they should behave. Document and summarize findings from pre- and post-construction conditions.		SvR and COBI	68	\$ 10,950.00
3.5	Other data gathering and analysis (see assumptions).		SvR	28	\$ 4,550.00
SubTotal				126	\$ 20,390.00

6/21/2019



MIG SvR Subtotal	\$	20,390.00

20,390.00

Alta Planning + Design (Subconsultant Expense)	\$ 5,500.00

5,500.00

Quality Counts (Subconsultant Expense)	\$ 5,600.00

5,600.00

Reimbursable Expenses	\$	610.00

610.00

TOTAL	\$ 32,100.00

- User surveys to be conducted by COBI.

- Other data gathering and analysis includes collision data at the study location, comparison of left turn bike lane usage and two-stage turn box usage for time of day and riding conditions, conflicts/avoidance maneuvers between bicycles and motor vehicles and pedestrians, and assessing for durability the green pavements for the two-stage turn box.

Vendor # 0375 Proj # 005912
Contract # 2190034
PO # Ret #
Org 12334951 Obj 641100
Vendor Vault PW
72413434

AGREEMENT FOR PROFESSIONAL SERVICES

NM# 75,974.56
H20# 4849.44
\$80,824.00

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Moore Iacofano Goltsman, Inc., a California corporation, d/b/a MIG SvR (formerly known as SvR Design Company) ("Consultant").

WHEREAS, the City needs professional services in connection with construction administration support and outreach for the Olympic Drive Nonmotorized Improvements Project; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2019, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant for such services:

☒ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of Eighty Thousand Eight Hundred Twenty-Four Dollars (\$80,824.00);

☐ Fixed Sum: _____;

☐ Other: \$ _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in **Attachment B.**
- ☒ Professional Liability as described in **Attachment B.**
- ☒ Automobile Liability as described in **Attachment B.**
- ☒ Workers' Compensation as described in **Attachment B.**
- ☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant: MOORE IACOFANO GOLTSMAN, INC.
 615 Second Ave, Suite 280
 Seattle, WA 98104
 Attention: Nathan Polanski

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

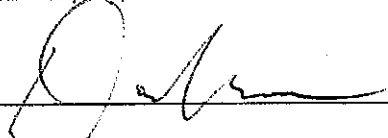
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

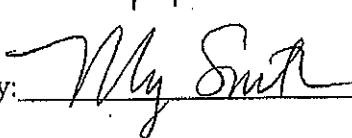
MOORE IACOFANO GOLTSMAN, INC.

CITY OF BAINBRIDGE ISLAND

Date: 4/15/19

Date: 4/11/19

By: 

By: 

Name DAVE ROGERS

Morgan Smith, City Manager

Title PRINCIPAL

Tax I.D. # 94-3116998

City Bus. Lic. # 44966

ATTACHMENT A SCOPE OF SERVICES

Exhibit A			
Olympic Drive Non-Motorized Improvement Project -			
Construction Administration Support and Outreach Materials			
Scope of Work Fee			March 4, 2019
Task 1: Construction Administration Support		Hours	Subtask Fee
Note: The scope and fee for Task 1 assumes day to day construction management will be completed by a Construction Management firm hired by the City and their work will include daily construction observation, coordination with the Contractor and City, testing, up keep of as-buils, and other typical CM duties for the duration of the construction.			
1.1	Provide project management including coordination with project team, preparing monthly progress reports and invoices. The budget assumes a project length of 6 months.	31	\$ 5,525.00
1.2	Weekly technical coordination - calls with COBI during construction including up to 8 on-site meetings and site visits.	50	\$ 8,410.00
1.3	Pre-construction meeting - prepare for and attend meeting with City and Contractor	8	\$ 1,320.00
1.4	Site visits - Up to 8 site visits as requested by COBI to coordinate for and review proposed improvements. Items to review could include: tree and vegetation protection fencing installation; review temporary traffic control; tree/root observation during excavation and installation of proposed improvements; subgrade review for retaining wall; power undergrounding; rain garden installation; etc	62	\$ 9,570.00
1.5	Submittal review support - technical submittal review led by COBI; this task assumes up to 8 submittal reviews for non-standard items (e.g. green pavement marking), landscape, irrigation, and other items as requested by the City.	40	\$ 6,360.00
1.6	Contractor RFI review and response - Includes review and responses for up to 15 Contractor RFIs	50	\$ 7,590.00
1.7	Preliminary and final civil and landscape punchlist	18	\$ 2,840.00
		MIG SVR Task 1 subtotal	\$ 41,415.00
Task 2: Outreach Materials		Hours	Subtask Fee
Notes: The scope and fee for Task 2 assumes the following - Review process to include - (1) Review of the site plan illustration, (1) Review of trifold text, (1) Review of first design draft of the trifold; (1) Final review and approval of the trifold design draft; (1) Review of the poster - Materials will be branded to match the City brand. - Printing is not included; all printing will be done by the City. MIG SVR will provide final editable and PDF files to the City.			
2.1	Develop three outreach materials to support the City's community outreach and education to help people understand the proposed improvements, including: 1. <u>Tri-fold brochure</u> to help people understand the safety improvements being implemented on Olympic Drive, including visuals. Brochure will include: What people walking, biking and driving should know; Why and where bike boxes are being installed; What the new bike lanes and bike signals are; etc. 2. <u>11x17 poster</u> to hang on the ferry that includes: a brief overview of the project, what people can expect (e.g. detours), anticipated construction timing, and where to find additional information (e.g. City website; sign up for project updates) 3. <u>24x36 board graphic</u> that includes: a simple rendering of the site plan and images of what improvements will look like (e.g. bike boxes, pavement markings, signage) Deliverables: 1. Print ready files for an 8.5 x 11 full-color trifold brochure 2. Print ready files for 11 x 17 full-color poster 3. Print ready files of illustrative intersection graphic sized for a 24x36 presentation board	69	\$ 10,910.00
Subconsultants			
	Tree Solutions - Scope includes: pre-construction meeting attendance; monitoring exploratory trench for roots along retaining wall alignment prior to construction (assume one field day); monitoring trench excavation and root pruning for retaining wall during construction (assume two field days); miscellaneous pruning monitoring (assume one site visit); general consultation and review.	44	\$ 9,812.00
	GeoEngineers - Scope includes submittal review, attendance at preconstruction meeting, and three site visits to evaluate subgrade and backfill.	39	\$ 7,227.00
	Swenson Say Faget - Scope includes time to review contractor RFIs and submittals	12	\$ 2,750.00
	Concord - Scope includes attendance at up to 4 site meetings and review of 4 submittals and 4 RFIs	40	\$ 6,710.00
Subconsultant Subtotal		135	\$ 26,499.00
		Reimbursable Expenses	\$ 2,000.00
		CONSULTANT TEAM TOTAL	\$ 69,914.00

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Municipal Court Lease Extension - 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 Amendment No. 2 to the Lease for the Current Municipal Court Building for approval with the July 23, 2019 Consent Agenda.

SUMMARY:

The current lease for the Municipal Court Building expires at the end of July 2019. The City needs to extend the lease for two more years to allow for construction of new court spaces in the combined Police/Court facility.

FISCAL IMPACT:

Amount:	TBD
Ongoing Cost:	\$4115/month
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

The current Municipal Court lease for the facility in Rolling Bay expires at the end of July, and the landlord is willing to extend the lease for two more years to allow the City time to construct a new court facility. The lease terms will include the same rent inflation factor (2%/year) as the original lease. In addition, there is a lease clause that allows the City to cancel the lease with 6-months notice, but the landlord desires that the first year of the extension be guaranteed. The new court facility will not be completed within the next year, so this term is acceptable for the City.

ATTACHMENTS:

[Amendment No. 2 to the Commercial Lease Agreement for the Municipal Court Building](#)

FISCAL DETAILS: The ongoing cost is \$4,115 per month or \$49,380 per year. The 2019 Budget for court rent = \$50,000. The 2020 Budget for court rent = \$52,000.

Fund Name(s):

Coding:

**AMENDMENT NO. 2 TO
COMMERCIAL LEASE AGREEMENT**

This Amendment No. 2 to the Commercial Lease Agreement ("Amendment No. 2") between the City of Bainbridge Island ("Lessee") and Rolling Bay Commercial Properties, Inc., ("Lessor"), amends the Commercial Lease Agreement ("Agreement"), dated July 29, 2014, between the Lessee and Lessor.

WHEREAS, the Lessee and Lessor entered into the Agreement for the Lessor to lease to the Lessee the premises commonly known as the Bainbridge Island Municipal Courthouse; and

WHEREAS, on January 23, 2017, the Lessee and Lessor executed Amendment No. 1 to the Agreement, renewing the Agreement and extending the terms and conditions provided under the Agreement for a period of two (2) additional years; and

WHEREAS, the Lessee and Lessor desire to renew the Agreement and extend the terms and conditions provided under the Agreement for an additional two (2) year period.

NOW, THEREFORE, the Lessee and Lessor agree to amend the Agreement as follows:

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

Lease Term. The term of this lease will be for two (2) additional years, beginning the 1st day of August, ~~2019~~ 2017, and ending on the 31st day of July, ~~2021~~ 2019, unless otherwise terminated in accordance with the provisions of this Lease. ~~Lessee shall then be entitled to one (1) additional renewal terms, for a terms of two (2) years; provided that Lessee has not been in default of any material provision of this Lease during the term, and is not in default of any provision of this Lease at the time of exercise or at any time thereafter prior to the commencement of the option term. Lessee shall exercise this option in writing six (6) months prior to the expiration of the term. All of the terms and conditions of this Lease, including this right to extend the term, will apply to the remaining option terms so far as applicable. The option to extend is personal to Lessee, except as provided in Section 9, and may not be transferred to any assignee or sublessee of Lessee without the prior written consent of Lessor.~~

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

Rent. "Rent" means the base amount of ~~Three Thousand Seven Hundred Twenty Seven Dollars and Forty Three Cents (\$3,727.43)~~ Four Thousand One Hundred Fifteen Dollars (\$4,115.00) per month, together with any cost of living or inflation adjustments made as provided for below.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.
4. This Amendment No. 2 shall become effective on August 1, 2019, upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of July ____, 2019.

ROLLING BAY
COMMERCIAL PROPERTIES, INC.

CITY OF BAINBRIDGE ISLAND

By: _____
Gerock Vestman, Co-Owner

By: _____
Morgan Smith, City Manager

By: _____
Kurt Vestman, Co-Owner

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Morgan Smith is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the City Manager of the CITY OF BAINBRIDGE ISLAND to be her free voluntary act for the uses of and purposes mentioned in the instrument.

Dated: _____

Name: _____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KITSAP) ss:

I certify that I know or have satisfactory evidence that Gerock Vestman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Co-Owner of ROLLING BAY COMMERCIAL PROPERTIES, INC., to be the free voluntary act of such party for the uses of and purposes mentioned in the instrument.

Dated:_____

Name:_____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires:_____

STATE OF WASHINGTON)
)
COUNTY OF KITSAP) ss:

I certify that I know or have satisfactory evidence that Kurt Vestman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Co-Owner of ROLLING BAY COMMERCIAL PROPERTIES, INC., to be the free voluntary act of such party for the uses of and purposes mentioned in the instrument.

Dated:_____

Name:_____

(Print Name)

Notary Public in and for the State of
Washington.

Commission Expires:_____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:00 PM) Biosolids Contract - Public Works,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward the the contract with King County and Boulder Park, Inc. for the City's biosolids disposal, rejection of the May 2019 Request for Proposals for Biosolids Hauling and Beneficial Use, and waiver of procurement manual policy regarding purchased services for further consideration as part of the July 23, 2019 Unfinished Business Agenda.

SUMMARY:

The proposed cooperative agreement with King County and Boulder Park Inc. is for disposal and hauling of biosolids from the City's Wastewater Treatment Plant in the approximate amount of \$120,000 annually for a period of three years.

This proposed three-party contract with King County and Boulder Park Inc. will enable the City to transport biosolids, on both a planned and on-call basis, for a period of three years from the City Wastewater Treatment Plant to a landfill until the City is able to produce Class B biosolids at which point they can be transported to a beneficial reuse facility. Typical planned biosolids transport will be approximately 25 wet tons once every 7-14 days with an estimated cost of \$120,000 annually.

FISCAL IMPACT:

Amount:	\$120,000.00
Ongoing Cost:	
One-Time Cost:	\$120,000.00
Included in Current Budget?	Yes

BACKGROUND:

The City has been using Republic Service, Inc. as the contractor who hauls and disposes of biosolids from the Wastewater Treatment Plant (WWTP) since 2015. In response to a recent notice of termination from Republic Inc., effective August 31, 2019, as well as notification from the Department of Ecology to take the WWTP Class B Biosolids to a beneficial reuse facility, the City advertised for a Request for Proposals (RFP) in May 2019 for biosolids disposal services.

The City received two bids from the Request for Proposals with Boulder Park Inc. being the apparent low bidder.

Since that time, a lab analysis determined that the City's WWTP is not producing Class B biosolids; therefore, they are not suitable for beneficial reuse. Due to this changed circumstance, City staff requests that City Council reject the formal Request for Proposal for biosolids disposal and waive the current procurement manual policy governing the procurement of such purchased services in order to enter into a new three-party agreement with King County and Boulder Park, Inc.

Boulder Park Inc., has indicated that they are interested in hauling the City's biosolids and has also agreed that when the City's biosolids begin to meet Class B standards, they will transition from hauling to landfill to hauling to their beneficial use facility. It was brought to the City's attention that Boulder Park Inc. currently has a contract with King County for biosolids disposal; therefore, pursuant to RCW Chapter 39.34 the City has negotiated a cooperative agreement with King County and Boulder Park Inc. for the City's biosolids disposal. The proposed three-party agreement allows for hauling biosolids to a landfill as well as the long-term solution to haul to beneficial use facilities in the future.

Section 4.3 of the City's Procurement Policy requires competitive bidding for purchased service contracts, such as bio-solids hauling and disposal, when the estimated cost is above \$50,000. The May 2019 RFP was issued in accordance with the City's Procurement Policy. The recommended three-party contract with Boulder Park, Inc. and King County would require a waiver of the City's Procurement Policy to take advantage of the contractual arrangement already in place between those two entities. The waiver is necessary because, given the unique circumstances of this case, the recommended three-party contract was not solicited through competitive bidding; however, the apparent low bidder from the RFP, Boulder Park, Inc., would still be performing the work. For more information, see the attached staff memo.

The City will pay Boulder Park Inc. for materials accepted and services performed including the leasing of King County equipment at the rate of \$126.96 per ton to landfill and \$108.05 per ton to beneficial use facilities. King County has similar agreements with approximately 39 other municipal corporations.

King County is currently reviewing the proposed contract. Staff do not anticipate substantial changes from the version attached below, but will highlight any significant changes proposed by King County to the City Council on July 23, 2019.

ATTACHMENTS:

[Staff Memo](#)

[Proposed Contract for Biosolids Hauling Services](#)

[Biosolids RFP](#)

FISCAL DETAILS: There is \$71,405 remaining in the 2019 budget and \$124,125 available in the 2020 budget.

Fund Name(s): Sewer Fund

Coding:



Public works department
Memorandum

Date: 6/24/2019
To: Barry Loveless, Public Works Director
From: Joel Goodwin, Operations Project Manager
Subject: Biosolids Beneficial Use Contract

The City entered into a contract with Republic Service, Inc. to haul and dispose of biosolids at landfill on August 12, 2015. Recently, Republic Service, Inc. provided notice of termination of the contract as of August 31, 2019. In addition, the Department of Ecology has requested that the City take the Winslow Wastewater Treatment Plant class B biosolids to beneficial reuse.

In response to these changes the City developed a request for proposals under the current City-Procurement Policy through a formal advertisement. The current City-Procurement Policy requires that the City take the “low bid” compared to State law that allows qualifications and price be evaluated. Two proposals from Tenelco Inc. and Boulder Park Inc were received for hauling and disposal of class B biosolids. Boulder Park, Inc. was the low bidder.

Following the deadline for the request for proposals, recent lab analysis of City biosolids indicate that class B biosolids are not currently being produced by the Winslow Wastewater Treatment Plant. Therefore, Amber Corfman (Department of Ecology Regional Biosolids Manager) has told me that our Biosolids must go to landfill and cannot be land applied until they meet class B standards outlined in WAC 173-308.

After having conversations with both companies and telling them the current state of our biosolids, only the low bidder, Boulder Park, Inc. has interest in hauling City Biosolids. Boulder Park Inc. has also indicated that when City Biosolids begin to meet class B standards they will transition from hauling to landfill to hauling to their Beneficial Use Facilities. This is important because it meets the Department of Ecology’s recommendation. Because the contract went out to bid before the analysis of biosolids was complete, the RFP/contract did not include “hauling to landfill” as a bid item.

Boulder Park Inc. has a contract with King County for the use of County equipment, permitting and program support. As a result, the City will need to agree to a three-party contract with Boulder Park, Inc. and King County. The three-party contract allows for hauling to landfill as well as the long-term solution to haul to beneficial use facilities.

We are asking that council to reject the formal request for proposals, waive the current procurement manual and allow the city to enter the three-party contract with Boulder Park, Inc. & King County. The City has \$120,510.00 budgeted for biosolids disposal in 2019, to date the City has spent \$57,136.00 leaving a balance of \$63,374.00 The estimate of using Boulder Park, Inc and King County for biosolids disposal at landfill is approximately \$120,612.00 annually and \$110,000.00 to beneficial reuse annually.

BIOSOLIDS BENEFICIAL USE SERVICES FOR CITY OF BAINBRIDGE ISLAND AT THE BOULDER PARK PROJECT

2019



CONTRACT No.
19-0010

TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS

SECTION 1	PURPOSE	3
SECTION 2	BPI'S RESPONSIBILITIES	4
SECTION 3	KING COUNTY'S REPSONSIBILITIES	5
SECTION 4	JOINT BPI/KC'S RESPONSIBILITIES	5
SECTION 5	CITY'S RESPONSIBILITIES	6
SECTION 6	TERMS OF CONTRACT	6
SECTION 7	BASIS OF PAYMENT	6
SECTION 8	PRICE ADJUSTEMENTS	7
SECTION 9	ADDITIONAL WORK	8
SECTION 10	LIABILITY OF BPI AND KC	8
SECTION 11	TRANSFER OF OWNERSHIP	9
SECTION 12	COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES	9
SECTION 13	BIOSOLIDS QUANTITIES AND CHARACTERISTICS	10
SECTION 14	INSURANCE	10
SECTION 15	COORDINATION WITH THE CITY'S TREATMENT PLANT	11
SECTION 16	DAMAGES	11
SECTION 17	TERMINATION OR CONTRACT SUSPENSION	12
SECTION 18	RECORDS, REPORTS, AND MEETINGS	12
SECTION 19	INDEMNIFICATION	13
SECTION 20	DISPUTES UNDER THIS CONTRACT	13
SECTION 21	SEVERABILITY	14
SECTION 22	INDEPENDENT CONTRACTOR.....	14
SECTION 23	SUBCONTRACTORS	14
SECTION 24	FORCE MAJEURE	14
SECTION 25	NON-WAIVER	14
SECTION 26	ASSIGNMENT	14
SECTION 27	NOTICES	14
SECTION 28	ENTIRE CONTRACT; AMENDMENT	15

ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2019
- C: SPILL RESPONSE PLAN
- D: KING COUNTY LETTER OF SELF-INSURANCE

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

Beneficial Use Facility, or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Biosolids: are municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act.

Boulder Park Inc., or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project, or BPP: designates the name of the biosolids land application project in Douglas County in operation since 1992. This project is jointly operated and managed as a BUF by BPI and King County as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Non-Biosolids: dewatered wastewater solids that do not meet all requirements for Class B biosolids.

Party or Parties: City of Bainbridge Island (City), King County (KC), and Boulder Park Inc. (BPI).

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, KC, or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or KC to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and KC for the fulfillment of the Contract.

This Contract is made and entered into effective as of September 1, 2019 by and between City of Bainbridge Island, a noncharter code city of the State of Washington, by and through its Department of

Public Works, (hereinafter referred to as the "City"), Boulder Park Inc., a Washington corporation (hereinafter referred to as "BPI"), and King County, a home rule charter county of the State of Washington (hereinafter referred to as "KC"). The City, BPI and KC may also be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City produces dewatered Class B biosolids cake (hereinafter referred to as "biosolids") as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology (Ecology) for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state, and federal laws, regulations, and best management practices regarding applying biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI for transportation and hauling services of the City's (a) biosolids to the BPP for beneficial use and (b) dewatered wastewater solids that do not meet all requirements for Class B biosolids (hereinafter referred to as "non-biosolids") to an approved landfill for disposal as needed; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) land application of the City's biosolids at the BPP and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state, and local regulations and with BPP requirements; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to the transport of biosolids pursuant to this Contract; and

WHEREAS, the City currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules, and regulations applicable to landfill disposal of any nonbiosolids pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City, and the public health, safety, and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is to allow the City to purchase BPI's services which shall include transportation and hauling of the City's non-biosolids and/or biosolids and all work necessary for the utilization of the City's biosolids at the BPP, and to allow the City to lease KC-owned biosolids equipment for BPI to use in land application of the City's biosolids.

1.2 The further purpose of this Contract is to provide the City with another biosolids management and utilization option to complement the City's other biosolids management contracts. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The City may provide the BPP with non-biosolids and/or biosolids during the months of January through December to ensure year-round responsiveness to any unplanned conditions.

1.4 The City will provide BPI with an estimated schedule of deliveries. The City in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the operating plan and distribution needs.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the City's non-biosolids and/or biosolids that have a total solids content of no less than ten (10) percent. Material having a total solids content of less than 10 percent may be accepted at BPI's sole discretion and may be subject to additional charges for any additional work per Section 9 to be agreed upon by the City.

1.6 All biosolids provided to the BPP by the City shall meet Table 1 – Ceiling Concentration Limits and Table 3 – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits), the pathogen reduction requirements of WAC 173-308-170, and the vector attraction requirements of WAC 173-308-180. The City shall immediately notify BPI and KC if the City's biosolids do not meet any of the requirements described above.

- A. The City shall provide analytical results demonstrating biosolids quality and nutrient content appropriate for land application at the BPP.
- B. Biosolids that do not meet vector attraction reduction requirements will be incorporated into the soil within six hours after being applied to the land to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for non-biosolids and/or biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Non-biosolids and/or biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These non-biosolids and/or biosolids management responsibilities shall include, but are not limited to, the following:

- A. Transportation of non-biosolids and/or biosolids loaded into BPI-furnished equipment at the City's site, to the location of ultimate disposition. All loads will be covered during transport;
- B. Ultimate disposition of non-biosolids and/or biosolids including management, application, monitoring, permitting, record keeping, and reporting;
- C. Compliance with all local, state, and federal laws and regulations applicable to said operations including best management practices;
- D. Payment of employees, subcontractors, lenders, and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges, and all other costs; and
- E. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional, and technical expertise necessary to manage, handle, and utilize the City's non-biosolids and/or biosolids in a safe, prudent, workman-like, and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times, relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage, or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state, or local environmental or public health laws, codes, or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's non-biosolids and/or biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's non-biosolids and/or biosolids.

- a. In addition to regularly scheduled transport of non-biosolids and/or under this agreement, BPI agrees to provide emergency haul of up to 300 tons during the three-year contract term. The City shall provide a minimum of 72-hour notice for any emergency haul services. The City is responsible for landfill arrangements as specified in Section 5(9).

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect public health and safety, and to avoid unauthorized uses of biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that non-biosolids and/or biosolids are a product of the wastewater treatment process derived from sewage treatment and that workers may be exposed to pathogens. The workers shall be advised on proper hygienic precautions when handling any wastewater residuals.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall be responsible for the following:

1. Provide access and use by BPI to project-specific KC-owned equipment, so BPI may use such equipment to apply the City's biosolids as part of the BPP. It shall be known per this Contract that KC shall have first-right of usage as it relates to KC-owned equipment;
2. Replace and/or refurbish KC-owned equipment per an equipment replacement schedule, which is part of the Equipment Lease Rate Table provided as Attachment B and is incorporated by reference as if fully stated herein;
3. Regularly communicate with BPI regarding daily project activities and perform routine site inspections;
4. Calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);

5. Maintain and update the Biosolids Beneficial Use Services Contract and associated costs and price adjustments in accordance with Sections 7 and 8;
6. Maintain and update the BPP Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. Secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state, and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records, and reports required by local, state, and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. Provide timely communication of any significant variation in non-biosolids and/or biosolids quantities to be delivered;
 - a. The City estimates it will produce 3,900 wet tons of biosolids over the three-year Contract term;
2. Scale and record wet tons of non-biosolids and/or biosolids loaded into the contractor's biosolids hauling equipment at the City site to document the tonnage being hauled in accordance with state and federal trucking regulations and to delivered tonnage at location of ultimate disposition. Tonnage should be weighed and recorded at a certified scale;
3. Provide documentation on a per load basis to BPI for reconciliation purposes that includes at a minimum the delivery date, driver name, delivery site ID or location description, and tonnage delivered. This information will be reconciled on a monthly basis to ensure accuracy and agreement by all Parties;
4. Secure and maintain all necessary state and local permits for the City's operation of its wastewater treatment plant and comply with all applicable federal, state, and local regulations related thereto;

5. Provide the approved contractor's Spill Response Plan (Attachment C). Ensure the contracted hauler has a current copy of the Spill Response Plan in trucks hauling the City's non-biosolids and/or biosolids at all times and before leaving the City's facility, and that the haul contractor's drivers know who to call in case of a spill, accident, or emergency;
6. Test its biosolids in accordance with applicable law; thoroughly review the reported analytical data for accuracy and completeness; provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids; and, immediately notify BPI and KC if the City's biosolids do not meet any of the requirements in section 1.6;
7. Pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices;
8. Not operate or maintain KC-owned equipment; and
9. Make all landfill-related contacts and arrangements for disposal of the City's non-biosolids. The City shall provide all required documentation and is responsible for all landfill-related costs for disposal of the City's non-biosolids.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is three years from the effective date specified above on page 3 of this Contract expiring in 2022. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC, and the City.

6.2 BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites.

A. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the City. BPI shall be responsible for identifying certified scales and proposing scales to the City for acceptance. BPI shall provide the City with the official certifications for all scales it proposes to the City for acceptance and shall be responsible for keeping said certifications current. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the City prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Monthly billings received on or before the fifth day of that calendar month will be paid within thirty (30) days after receipt of an invoice. The City will pay BPI for authorized materials accepted and/or services satisfactorily performed, including the leasing of KC equipment, at the rate of \$108.05 (2019 dollars)(\$3.09 plus \$0.24 Tax [at Mansfield rate of 7.7%] for King County equipment and project management fee, and \$104.72 for BPI operations fee) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary

expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

- A. Biosolids that do not meet vector attraction reduction requirements will be incorporated to meet the requirements of WAC 173-308-210(4)(b). The six-hour tillage work shall be subject to additional charges per Section 9.2 of this contract at the rate of \$8.74 (2019 dollars) per wet ton. Refer to Section 9.2 for further information.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's wet tons applied, the site, and the month application occurred. After receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The BPI base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor, and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The BPI base unit price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. If the parties agree to extend the term of this contract, rate changes may also be made at the time this Contract is extended, provided BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 BPI will pay the City \$1.00 per wet ton for soil amendment value of biosolids delivered to the BPP. This payment amount is fixed for the term of the contract and not subject to price adjustments in Section 8.

7.7 BPI shall be paid based on wet weight for non-biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting non-biosolids from the City's treatment plant to Waste Management's Greater Wenatchee Regional Landfill. The City will pay BPI for wet tons delivered at the rate of \$88.55 (2019 dollars) per wet ton. This cost shall include all transportation-related costs from the City's site to the Greater Wenatchee Regional Landfill on an as-needed basis. Any transportation of the City's non-biosolids to a landfill other than the Greater Wenatchee Regional Landfill is subject to Section 9.4 of this Contract.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

8.2 Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment shall be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwurs49dsa0]

8.3 Effective at the signing of this Contract, payments will be made to BPI monthly for fuel used for hauling if the price exceeds \$4.00/gallon. The City shall pay respectively, based on the amount of fuel used for hauling times the difference between the price of fuel above \$4.00. The amount billed will be verified from the haulers cardlock printout average price and quantity for the month of fuel purchased for this Contract.

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the BPI base unit price (as described in Section 7), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2 and 9.2.

9.2 Agencies participating in the BPP are required to meet vector attraction reduction requirements per WAC 173-308-180 or through incorporation of biosolids within 6-hours of land application per WAC 173-308-210(4)(b). If incorporation is required, Boulder Park Inc. (BPI) will perform the tillage work as required. The cost for this 6-hour tillage service is \$8.74 per wet ton (2019 dollars)(\$1.73 plus \$0.13 Tax for King County equipment and project management, and \$6.89 for BPI operations fee). The 6-hour tillage price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

9.3 Change orders for material or services will be without effect unless issued and authorized in writing by the City.

9.4 Transportation of the City's non-biosolids to a landfill other than Waste Management's Greater Wenatchee Regional Landfill shall be subject to a haul rate of \$140.00 per hour. Trucks will start and stop at Kissler Shop in George, WA. Time starts at the beginning of the drivers day and stops at the end of drivers day.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil

- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

10.3 BPI shall be completely responsible for securing non-biosolids loaded into the means of transport selected by BPI against spillage, leakage, or public exposure, and for providing properly designed locations for the safe and secure unloading of non-biosolids at an approved landfill for disposal.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids are delivered to the Boulder Park Project site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state, and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product recovered during the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices may be found in the Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 9.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids

management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the BPI base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, delivering biosolids in quantities in accordance with subsection 1.4. The City will provide biosolids on as uniform a basis as possible given influent wastewater variations, treatment process conditions, and solids handling operations. The City is responsible for reviewing plant records to determine, estimate, and plan for annual, monthly, and weekly averages and variability and informing BPI and KC of substantial changes in biosolids quality.

13.2 The City affirms that its biosolids are produced from domestic, commercial, and industrial wastewaters generated in the City's wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate with respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the any other Party on request.

14.1.1 Commercial General Liability. \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 Automobile Liability. \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent).

14.1.3 Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000 Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

- (i) BPI or its subcontractor shall add the other Parties, its officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of BPI or the subcontractor in connection with this Contract. The Parties acknowledge that the City is a member of a risk pool for the handling of its liabilities, and as such, cannot add other parties as additional insureds. Similarly, the Parties acknowledge that KC maintains a self-insurance program for the handling of its liabilities, and as such, cannot add other parties as additional insureds.
- (ii) BPI's insurance coverage shall be primary insurance as respects the other Parties, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, its officers, officials, employees, agents and consultants shall not contribute with BPI's insurance or benefit BPI in any way.
- (iii) BPI or its subcontractors' insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 In lieu of the aforementioned liability policies, KC, maintains a fully funded Self=Insurance program for the protection and handling of KC's liabilities including injuries to persons and damage to property.

14.2 Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 Except as may be provided in Section 19 of this Contract, no provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH THE CITY'S TREATMENT PLANT

The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability to BPI as uniform as possible.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Unless BPI terminates this Contract pursuant to Section 17.1, then if BPI fails to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Any Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to the defaulting Party (or Parties) at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions authorized by this Contract. Further, if BPI is in default then, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS, AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect the BPP biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract, or BPI's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City, and KC, BPI's defense and indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract, or KC's acts or omissions in violation of law, including fines, penalties, and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City, and BPI, KC's defense and indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend, and hold harmless KC, and its officers, agents, and employees, from and against any claims, actions, suits, costs, and damages of any nature whatsoever, including reasonable attorney's fees in defense thereof, for injuries or death to persons, or damage to property, (hereinafter "Claim"), arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract, or the City's acts or omissions in violation of law, including fines, penalties, and judgments.

In the event of any Claim arising out of the concurrent negligence of the City and KC, or the City, KC, and BPI, the City's defense and indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 Solely for the purposes of paragraphs 19.1, 19.2, and 19.3 above, each Party, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 In the event that a dispute arises under this Contract, then representatives from the Parties involved in the dispute shall meet and confer in an effort to resolve the dispute. If the Parties' representatives cannot resolve the dispute within fifteen (15) calendar days then any Party involved in the dispute may request that the Parties involved in the dispute engage in mediation, with each such Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of the Parties involved through mediation then any of the involved Parties may take whatever steps it deems appropriate, including but not limited to, bringing a civil action in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit any Party from exercising its right to terminate this Contract as otherwise provided herein or be construed as a precondition to the exercise of such right to terminate.

20.2 Pending final resolution of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other parties.

SECTION 23 SUBCONTRACTORS

BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such

obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

No Party may assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Parties. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors and/or assigns.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the City, addressed to:

Name Joel Goodwin, Operations Project Manager
Address City of Bainbridge Island 280
Madison Avenue N
Bainbridge Island, WA 98110
(206) 780-3583
jgoodwin@bainbridgewa.gov

If to BPI, addressed to:

Name: David K. Ruud, Operations Manager Address:
Boulder Park, Inc.
P.O. Box 285, Mansfield, WA 98830
(509) 683-1142
ruudbpi@aol.com

If to KC, addressed to:

Name: Jake Finlinson, Biosolids Project Manager
Address: King County Wastewater Treatment Division
201 S. Jackson Street, #KSC-NR-0512
Seattle, WA 98104
(206) 477-3524
jake.finlinson@kingcounty.gov

Or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings, or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date above written.

CITY OF BAINBRIDGE ISLAND

By _____
Morgan Smith, City Manager

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Mark Isaacson
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

Bromley, Sr. Deputy Prosecuting Attorney Verna

Date

ATTACHMENT A

Boulder Park Project Beneficial Use Facility Roles and Responsibilities (Douglas County)

This document clearly defines the roles of each project participant involved in the beneficial utilization of biosolids as a soil amendment and for its plant essential nutrients at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2015 BPP Site Specific Land Application Plan (SSLAP).

King County Department of Natural Resources and Parks, Wastewater Treatment Division (KC)

KC Biosolids Management Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Agriculture Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development – work jointly with BPI to identify suitable application sites according to GLAP and prepare permit documentation; maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Permit documentation; maps; Master List of Boulder Park Project Acreage; DOE Model Form.
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues; ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.
- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS project maps.
- Applications – prepare activity table and maps of next season’s proposed applications; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.
Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.

- Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site inspection logs; phone and email logs; review of BPI weekly report.
- Biosolids Delivery - coordinate with King County Transportation Manager or other on distribution and scheduling; inspect project storage areas.
Product: KC distribution plan; site inspection logs.
- Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
- Recordkeeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations/approvals.
- Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Project annual report, including: biosolids application and storage tables, project overview map, monitoring data, operational activities and research results.
- Monitoring - review monitoring plan, sampling protocols, scheduling and data results with BPI.
Product: sampling log; BPP annual report.
- Safety - ensure BPI has approved Safety Plan following all current applicable regulations. Product: review of Safety Plan and safety meeting records.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract #471783.
- Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
- Must be notified about research plans and objectives.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Biosolids Transportation Manager

- Overall responsibility for efficient scheduling and safety of only King County biosolids deliveries.
- Overall responsibility to coordinate response only if KC biosolids are accidentally spilled along the haul route.
- Overall responsibility to distribute, update and provide training on the KC Spill Response Plan and/or 'Biosolids and Grit Haul Driver's Handbook' to KC hauler.
- Principal contact between KC treatment plant personnel and KC haul contractor to coordinate KC biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Boulder Park Incorporated (BPI)

BPI President, Leroy Thomsen

- Overall responsibility for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.
- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

BPI Operations/Site Supervisor, Dave Ruud

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract #471783 and Ecology biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development – work jointly with KC to identify suitable application sites according to GLAP and assist in preparing permit documentation; obtain property legal descriptions and landowner signatures. Product: Review permit documentation, maps and master list of property descriptions; DOE Model Form.
- Public Involvement/Communications – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage; maintain adequate communications among all project participants. Product: Public meeting, open house, tours; attend other community meetings; periodic contact with project participants.
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations. Product: Review permit application documentation and project maps as required; no permit violations.
- Storage Areas - identify location, haul route and required buffers; prepare site; post signs. Product: Review GIS site maps; fairly level, accessible sites.

- Field Access - obtain farmer signature; maintain access roads equivalent to pre-project conditions.
Product: Farmer agreement; clean and safe roads for public usage.
- County road repair - coordinate with Douglas County (DC) to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule.
Product: Updated project maps; minimal complaints from public and DC personnel.
- Biosolids Delivery - coordinate with KC and other generator's haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site.
Product: delivery schedule; tonnage/inspection records; proper signage.
- Equipment - maintain, operate, store, and repair to minimize down-time. Product: maintenance records; equipment logs.
- Operations - supervise daily field operations; hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and KC project manager of problems. Product: BPI weekly reports.
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply Ecology-approved biosolids application rate; record tons applied to each site.
Product: SSLAP Addendum; equipment calibration and application log by site and generator.
- Recordkeeping - maintain detailed up-to-date records on all facets of project.
Product: BPI weekly reports; biosolids application log; monthly biosolids delivery/reconciliation records; maintenance records; sampling log; posted sites; invoices; billing and soil amendment value payment; application rate calculations/approvals; safety/training records; project correspondence; landowner/farmer records; other generators records; contract and change order documents; permit documentation; monitoring data results.
- Reports - prepare annual reports jointly with KC project manager. Product: WDOE 308 and Boulder Park Project annual report.
- Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and KC; procure necessary soil sampling equipment; establish analytical lab contracts; notify Ecology and KC of unusual results.
Product: sampling logs; BPP annual report.
- Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code.
Product: first aid training certification; approved Safety Program and safety meeting records.
- Solely responsible for hauling other generator's biosolids, if specified in contract. Must maintain current list of these generators along with contact information and provide to Ecology and KC.
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
- May review or be consulted on biosolids research proposals at the BPP and coordinating and assisting researchers as necessary.

BPI Principals: Leroy Thomsen, Gary Poole and Larry Glessner ▪

Responsible for organizing and managing Boulder Park, Inc.

- Responsible for involving other community farmers in developing biosolids application sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners (see Master List of Boulder Park Project Acreage) ▪

Responsible for timely incorporation of all applied biosolids after application.

- Responsible to pay BPI for soil amendment value of biosolids per dry ton applied to their land.
- Responsible to comply with the requirements of the SSLAP, permits, all standard acceptable agricultural practices and biosolids regulations.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of the Boulder Park Project.

Washington Department of Ecology (Ecology), Central Region Biosolids Coordinator

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposals and storage sites, and responding to public questions and concerns.
- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report).

Chelan-Douglas County Health District (CDHD), Public Health Specialist

- May review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- May be notified and updated on project operations, biosolids delivery schedule and storage/application progress (BPI weekly report). **WSU Cooperative Extension, Research Scientist**
- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary.
- Responsible for any research proposals, plans and reports related to this project.

- Responsible for review of all biosolids application rates, which they in turn submit to Ecology for approval.
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest, if required.
- Must be consulted on biosolids applications to highly erodible sites.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

Douglas County Transportation and Land Services

- Responsible for establishing road agreements and assessing damage, if any, associated with haul vehicle travel on county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes for biosolids deliveries.
- Must be informed of biosolids delivery schedule in timely manner (SSLAP addendum and BPI weekly report).
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or DC as required.

Other Generators using the BPP

- Overall responsibility for complying with all Federal and State regulations, permits, application and equipment usage contract with BPI and King County; hauling their biosolids to designated project storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids, especially after an accident or spill; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on their biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Overall responsibility that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to Ecology and King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.

EQUIPMENT LEASE RATE TABLE 2019
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$50,000	\$70,000	\$3,500
EWT054	1999 Kenworth T600 Dump Truck	\$120,000	20	\$50,000	\$70,000	\$3,500
EWTT01	2014 Randco RTT8000 Water Tanker	\$83,000	15	\$10,000	\$73,000	\$4,867
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWS017	2015 Chevy Suburban	\$40,000	7	\$10,000	\$30,000	\$4,286
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP266	2016 Ford F350 4x4 Pickup w/snow plow	\$42,000	6	\$10,000	\$32,000	\$5,333
EWL005	2018 JD644K Hybrid Loader w/5yd bucket	\$255,000	8	\$170,000	\$85,000	\$10,625
EWFT19	2016 STX375 Case/IH 4WD Tractor	\$310,000	8	\$95,000	\$215,000	\$26,875
EWG002	2003 Cat 120H Road Grader	\$110,000	20	\$30,000	\$80,000	\$4,000
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	20	\$4,000	\$16,000	\$800
EWSA26	2016 West Pt. Spread-All	\$57,000	5	\$12,000	\$45,000	\$9,000
EWSD01	2016 HD Burma Vertical Distributor	\$21,850	5	\$5,000	\$16,850	\$3,370
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$4,000	\$13,820	\$691
EWUV12	2014 Polaris Ranger Quad (w/ Soil Sampler)	\$14,300	12	\$4,000	\$10,300	\$858
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$20,000	1	\$0	\$20,000	\$20,000

Updated: 6/6/2019

Total Annual Depreciation		\$103,745
Equipment rate/applied ton**		\$2.69
King County staff rate/applied ton		\$0.40
Total Fee		\$3.09

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

**Applied ton based on 2018 total of Other Generators WT applied at the Boulder Park Project BUF (38,596.2 WT).

DRAFT

SPILL PREVENTION AND RESPONSE PLAN

Prepared for

**ROBBE KISSLER
KISSLER ENTERPRISES
ENVIRONMENTAL PRODUCTS, INC.
PO Box 5163 / 300 Washington Way
George, Washington 98824
(509) 785-3505 office**

**Submitted by:
Boulder Park Inc.**



2019

A copy of this plan shall be available to all drivers and accompany all trucks
hauling biosolids for Boulder Park Inc.

TABLE OF CONTENTS

INTRODUCTION	1
PRIMARY SPILL RESPONSE CONTACTS	1
ROUTE TRAVELLED	1
SPILL PREVENTION MEASURES	1
SPILL RESPONSE EQUIPMENT	2
SPILL RESPONSE MEASURES	2
SPILL RESPONSE CONTACTS:	3
Boulder Park, Inc.	3
Department of Ecology Biosolids Coordinators	4
Department of Ecology Spill Response Team	4
Local health Departments & Districts	5
Department of Transportation	6
Department of Natural Resources	7
United States Forest Service, Pacific Northwest Region	8
Department of Fish & Wildlife	8
(Also see ATTACHMENT 2 for list of Treatment Facility Contacts, Pg. 19)	
ATTACHMENT 1: ROUTES TRAVELLED	9
Routes from Western WA sources located <i>south</i> of Seattle	9
Routes from Western WA sources located <i>north</i> of Seattle	12
Routes from Eastern WA sources located east of Mansfield	
near Spokane	15
Routes from Central WA sources located <i>south</i> of Mansfield	16
Routes from Central WA sources located <i>north</i> of Mansfield	18
ATTACHMENT 2: TREATMENT FACILITIES CONTACTS LIST	19
ATTACHMENT 3: PRIMARY RESPONSE CONTRACTOR LIST	21

INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) and its subcontractors haul dewatered biosolids on a daily-basis throughout the year from various Washington wastewater treatment facilities to Boulder Park Project Beneficial Use Facility (BPP) land application sites located in Douglas County, on the Waterville-Mansfield plateau. The BPI office is located at 8 Airport Way, Mansfield, WA 98830. In addition, BPI may transfer biosolids during routine, daily operations from one application site to another site when product overages occur and remaining biosolids must be relocated. Typically, biosolids transfers are relatively short distances occurring on minor, minimally travelled roadways.

! IMPORTANT - PRIMARY SPILL RESPONSE CONTACTS !

- 1) 9-1-1 for injury accidents and accidents involving other vehicles or property
- 2) Dave Ruud, BPI at (509) 669-3775 (cell), (509) 683-1142 office
- 3) Peter Severtson, Department of Ecology at (509) 379-4737 (cell)
(if unavailable, contact the appropriate Ecology spill response contact on page 3 for assistance)
- 4) Your company dispatcher or company contact for emergencies

Refer to pages 3 - 7 for additional contact information.

ROUTES TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To prevent or minimize the possibility of spills, BPI has implemented the following measures:

- Drivers should adhere to all rules and regulations of the Federal Motor Carrier Safety Administration.

- All vehicles will be inspected daily and serviced on a regular basis.

Spill Prevention & Response Plan

- Drivers do not exceed the posted speed limit and travel at speeds appropriate for roadway and weather conditions.
- Drivers consult the Washington State Department of Transportation's website during times of possible inclement weather.
- Drivers attend regular training programs and safety meetings administered by the transportation company.
- Trailers hauling biosolids are to be fully covered with a tarp during transportation or as determined by the biosolids generator. Tarping exceptions include short biosolids transfers from one BPP application site to another application site.
- Vehicles are certified to be "leak-proof" upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers will only use hands-free devices. No texting or cell phone use while driving.

SPILL RESPONSE EQUIPMENT

In order to be able to promptly and properly respond to a spill, BPI and or its subcontractors equips biosolids transportation vehicles with the following items: ▪
A copy of the most current *Spill Prevention/Response Plan*

- A cell phone
- Gloves and boots
- Hazard flares
- Reflective traffic cones
- A shovel
- Bag of hydrated lime (optional)

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- If the spill has or could result in an emergency situation: dial 911.

- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- Immediately notify the BPI Operations Manager for all biosolids spills.
- For large spills the BPI Operations Manager or the transportation company dispatcher should arrange to have a local excavation or pumping company to excavate or pump all biosolids from impacted areas.
 - o Excavated material can be placed into the truck or another truck and hauled to an approved delivery site
 - o Pumped material (vactor or vacuum truck) can be hauled in the truck to an approved delivery site
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the Biosolids Coordinator at the appropriate Department of Ecology's Regional Office (page 4) as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - o A description of the spill and its cause.
 - o The exact date and time of the spill, and, if it has not been cleaned up, the anticipated time when cleanup will occur.
 - o Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- If the spill is large and cannot easily be contained, contact the Department of Ecology's Spill Response Team.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids, if available.
- Contact the appropriate staff at the local health department in the county where the spill occurs (page 5).
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office (page 6).
- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office (page 7).
- If a spill enters surface water (i.e. stream, river, lake), contact the appropriate Department of Fish and Wildlife regional office (page 8).

SPILL RESPONSE CONTACTS

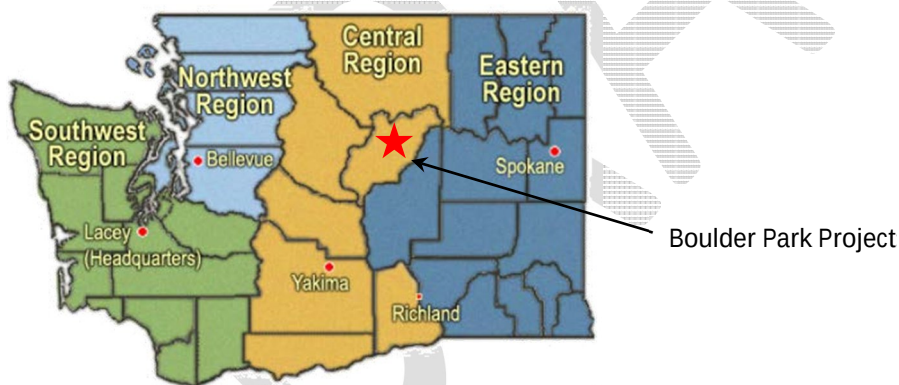
CONTACT INFORMATION UPDATED JUNE 2018

Boulder Park Inc.

- Dave Ruud, Operations Manager: (509) 669-3775 cell (509) 683-1142 office
- Alternative phone numbers:
 - o Randy Davidson, BPI Lead (509) 668-0388 cell
 - o Gary Poole, BPI Partner (509) 669-6666 cell

Department of Ecology, Biosolids Coordinators:

- Kyle Dorsey (Statewide Coordinator): (360) 407-6559
- Peter Severtson, Central Region: (509) 379-4737 cell
- Betty Ann Bickner, Eastern Region: (509) 638-3739 cell
- Amber Corfman, Northwest Region: (360) 918-4786 cell
- Meeta Pannu (Southwest Region): (360) 522-0348 cell



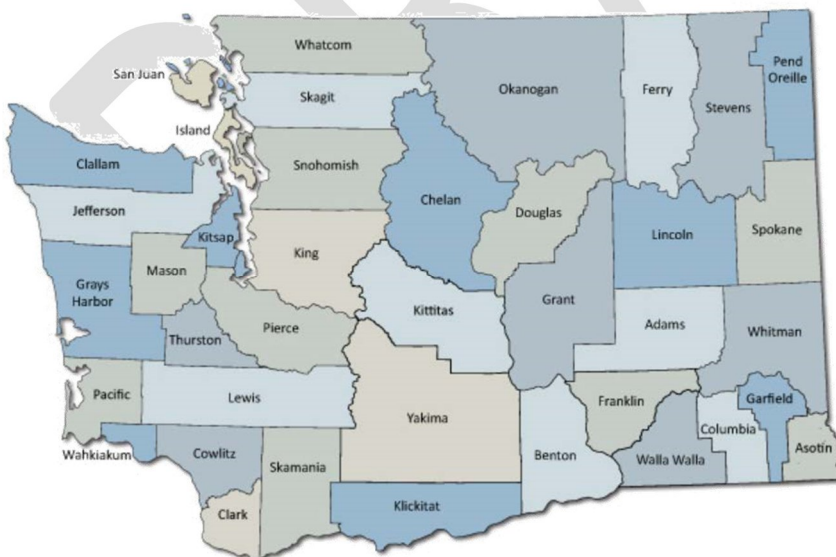
Department of Ecology, Spill Response Team: ▪

- Central Regional Office: (509) 575-2490
- Eastern Regional Office: (509) 329-3400
 - Northwest Regional Office: (425) 649-7000
 - Southwest Regional Office: (360) 407-6300
- Report a spill — call 1-800-OILS-911 (1-800-645-7911)

<https://ecology.wa.gov/About-us/Get-to-know-us/Contact-us/Regional-contacts>

Local Health Departments and Districts:

- Adams County Health Department: (509) 488-2031
- Chelan-Douglas Health District: (509) 886-6400 / (509) 886-6499 after-hours
- Grant County Health District: (509) 766-7960 / (509) 398-2083 after-hours
- Island County Public Health: (360) 678-5111
- King County Public Health Department: (206) 296-4600
- Kittitas County Health Department: (509) 962-7515
- Lincoln County Health Department: (509) 725-1001
- Okanogan County Health Department: (509) 422-7140
- Pierce County Health Department: (253) 798-6500 / (800) 992-2456
- Skagit County Health Department: (360) 416-1555 / 360 336-9380
- Snohomish County Health Department: (425) 339-5200 or (425) 775-3522
- Spokane County Health Department: (509) 324-1500 or (888) 535-0597
- Thurston County Health Department: (360) 867-2500
- Whatcom County Health Department: (360) 778-6000



<https://www.doh.wa.gov/AboutUs/PublicHealthSystem/LocalHealthJurisdictions>

Department of Transportation Regional Offices: ▪

Headquarters: (360) 705-7000 / (360) 705-7438 ▪

Northwest Region: (206) 440-4000. ■ North Central Region: (509) 667-3000 ■ Olympic Region: (360) 357-2600.

- South Central Region: (509) 577-1600
- Southwest Region: (360) 905-2000
- Eastern Region: (509) 324-6000



<http://www.wsdot.wa.gov/Regions/>

Department of Natural Resources Regional Offices:

- Northeast Region: (509) 684-7474
- Northwest Region: (360) 856-3500
- Olympic Region: (360) 374-2800
- Pacific Cascade Region: (360) 577-2025
- South Puget Sound Region: (360) 825-1631
- Southeast Region: (509) 925-8510
- Toll-Free line: (800) 562-6010
- WA DNR Headquarters: (360) 902-1000

- WA DNR Communications & Outreach: (360) 902-1008



<https://www.dnr.wa.gov/contact-us>

United States Forest Service Pacific Northwest Region 6:

- Pacific Northwest Regional Office Headquarters: (503) 808-2468
- Mt. Baker-Snoqualmie National Forest: (425) 783-6000
- Okanogan and Wenatchee National Forest: (509) 664-9200

<https://www.fs.usda.gov/detail/r6/about-region/offices/?cid=stelprdb5341313>

Department of Fish and Wildlife:

- WDFW Main Office: (360) 902-2200
- Eastern Region 1: (509) 892-1001
- North Central Region 2: (509) 754-4624 o Wenatchee District Office (509) 662-0452
- South Central Region 3: (509) 575-2740

- North Puget Sound Region 4: (425) 775-1311
- Southwestern Region 5: (360) 696-6211
- Coastal Region 6: (360) 249-4628

WDFW Regions



<https://wdfw.wa.gov/about/regions/>

ATTACHMENT 1

ROUTES TRAVELED

BPI and its transportation sub-contractors utilize the following route options to haul biosolids to Boulder Park Project land application sites for participants listed in ATTACHMENT 2 of this document.

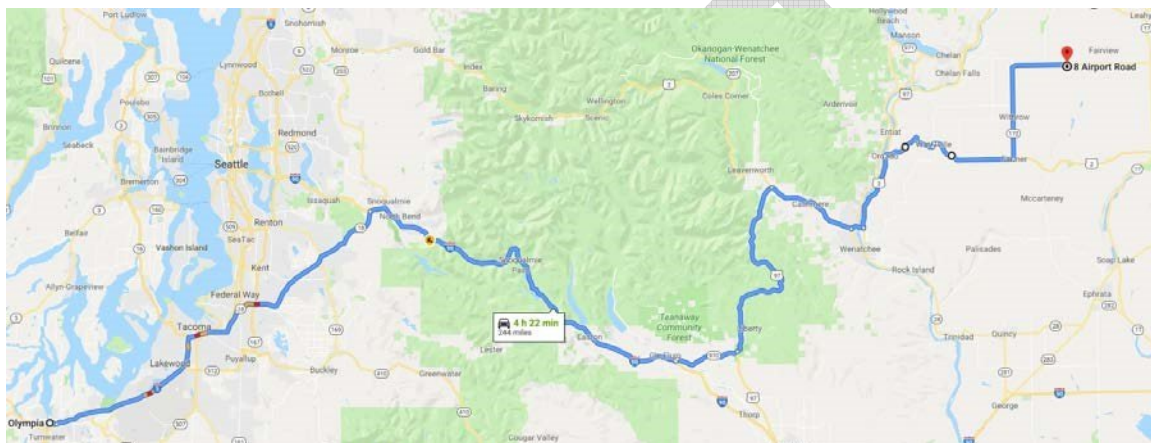
In the event of road closures for extended periods or emergencies haul trucks may utilize other public roadways to navigate over the mountain passes including White Pass, Columbia Gorge, or Stevens Pass.

Also refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County. General route maps for the primary haul routes (#1 through #5) are provided below.

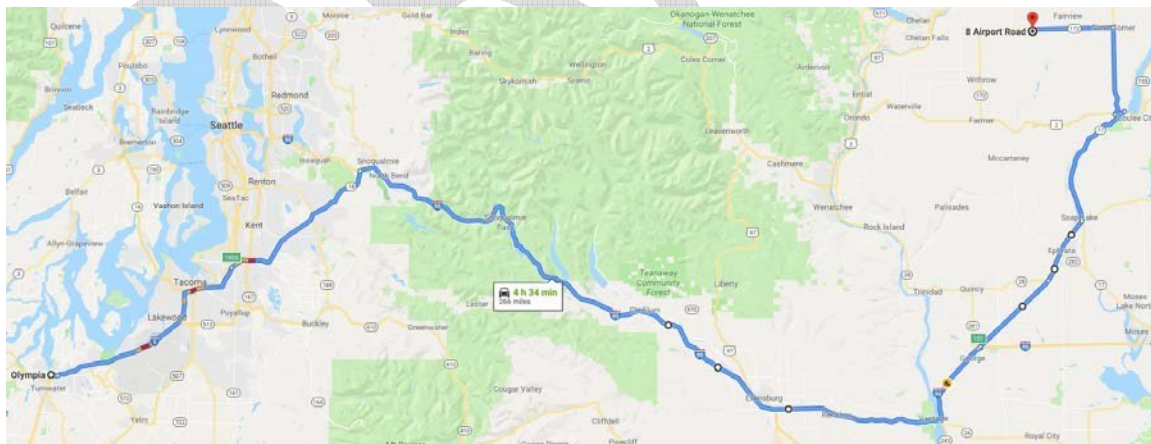
- 1) Routes from Western WA sources located *south* of Seattle
- 2) Routes from Western WA sources located *north* of Seattle
- 3) Routes from Eastern WA sources located east of Mansfield near Spokane
- 4) Routes from Central WA sources located *south* of Mansfield
- 5) Routes from Central WA sources located *north* of Mansfield

1) Routes from Western WA sources located *south* of Seattle:

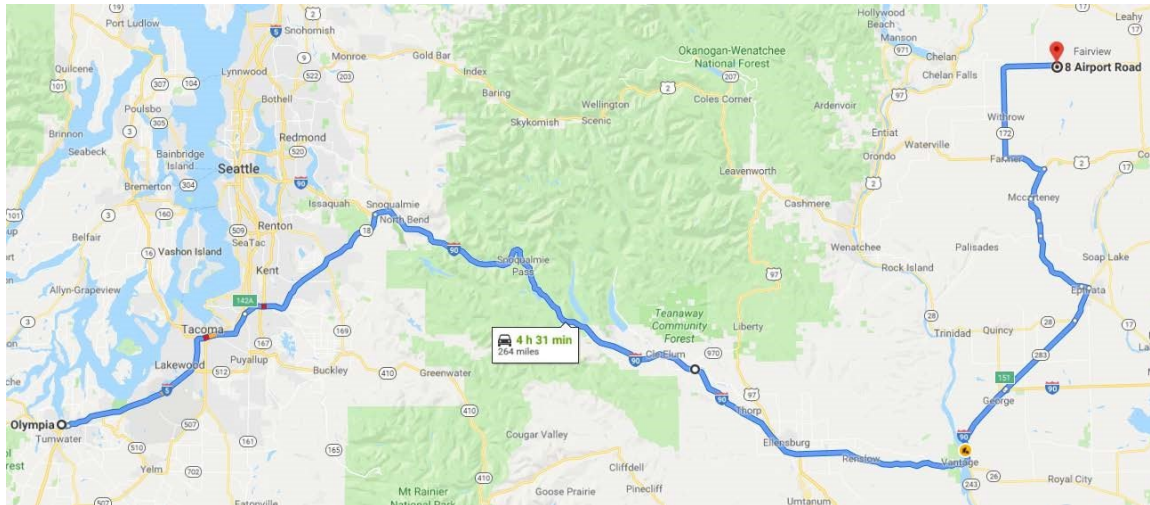
Option #1: I-5 North from Olympia to SR-18 East to I-90 East to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



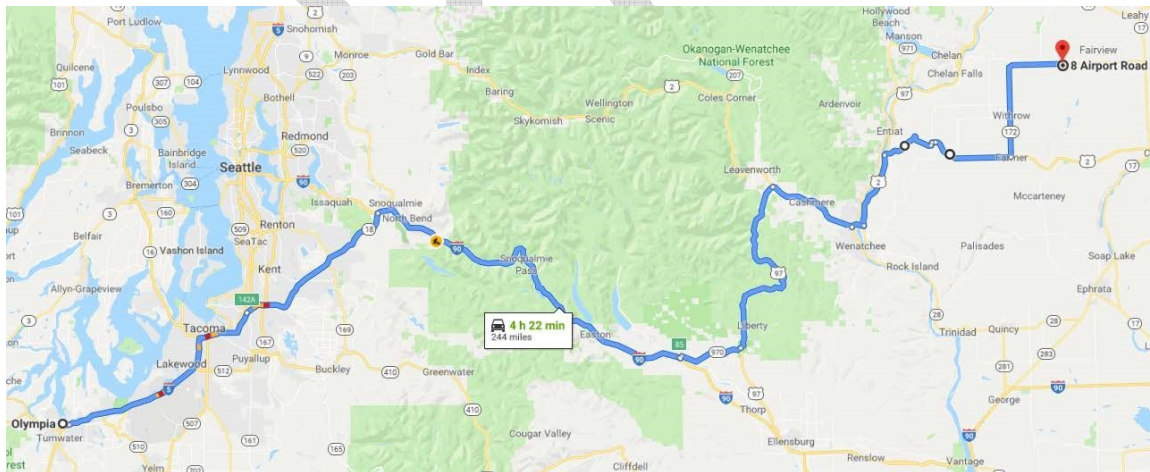
Option #2: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28 E to US-2 W to WA-17 N then west on WA-172 E to Mansfield, WA. Total distance traveled 266 miles.



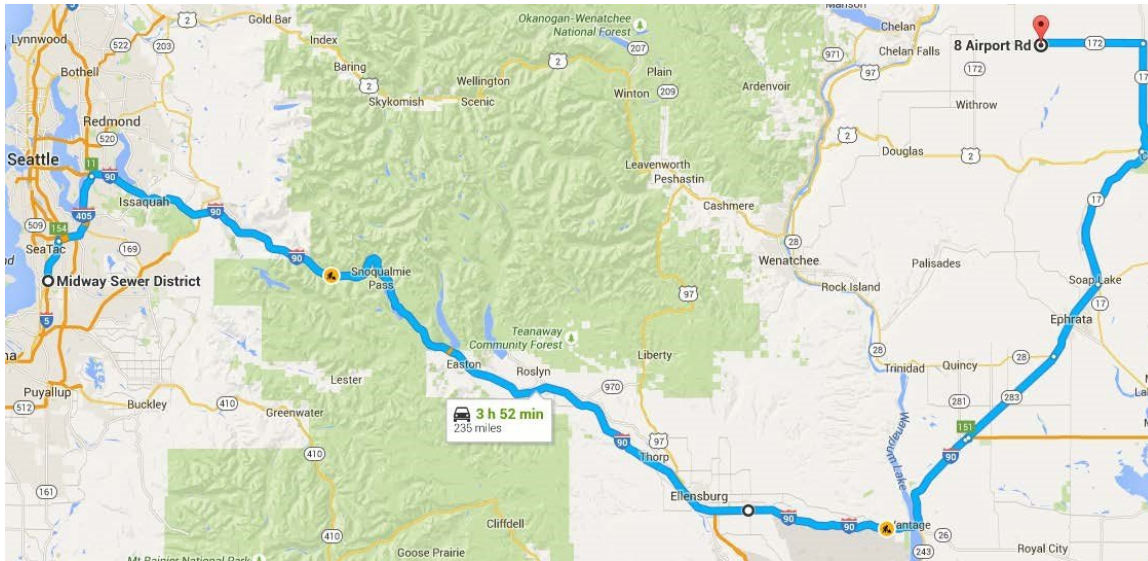
Option #3: I-5 North from Olympia to SR-18 East to I-90 East to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 264 miles.



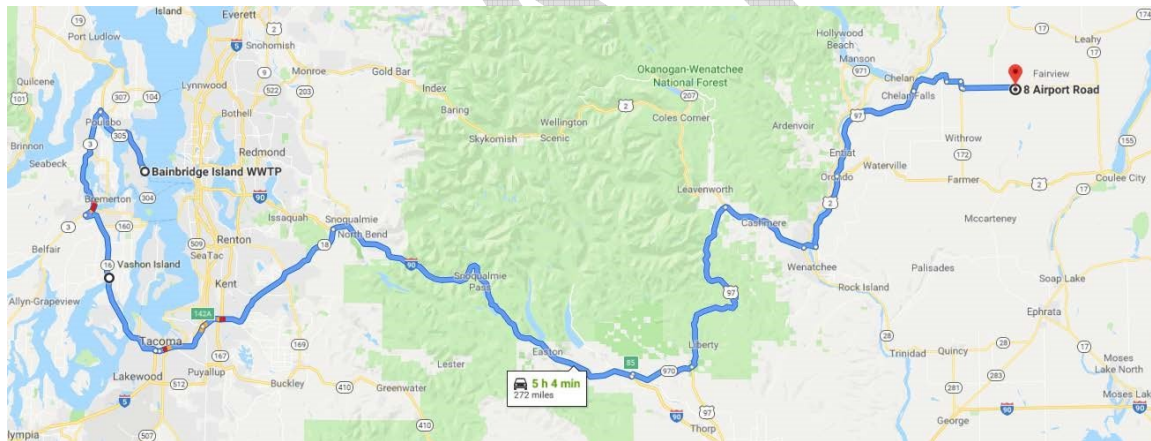
Option #4: I-5 N to SR-18 E to I-90 E to WA-970 N to US-97 N to US-97 N/US-2 E to US-2 E to WA-172 E arriving in Mansfield, WA. Total distance traveled 244 miles.



Option #5: I-5 N to I-405 N to I-90 E to Exit 151 then N on SR-283 to SR-28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 235 miles.



Option #6: WA-305 N to WA-3 S to WA-16 E to WA-18 E to I-90 E to US 970 N to US-97 N to US-97/US-2E to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 235 miles.

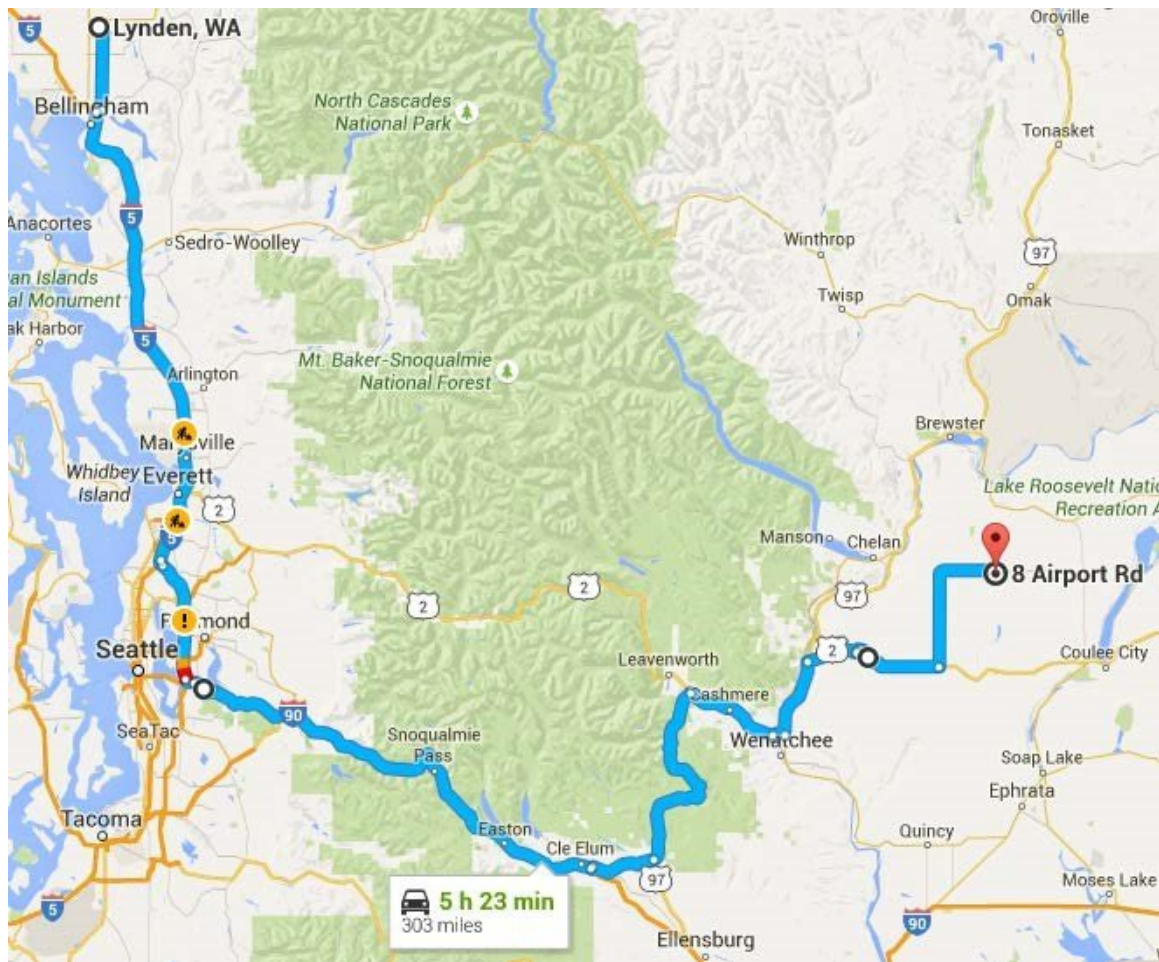


2) Routes from Western WA sources located *north* of Seattle:

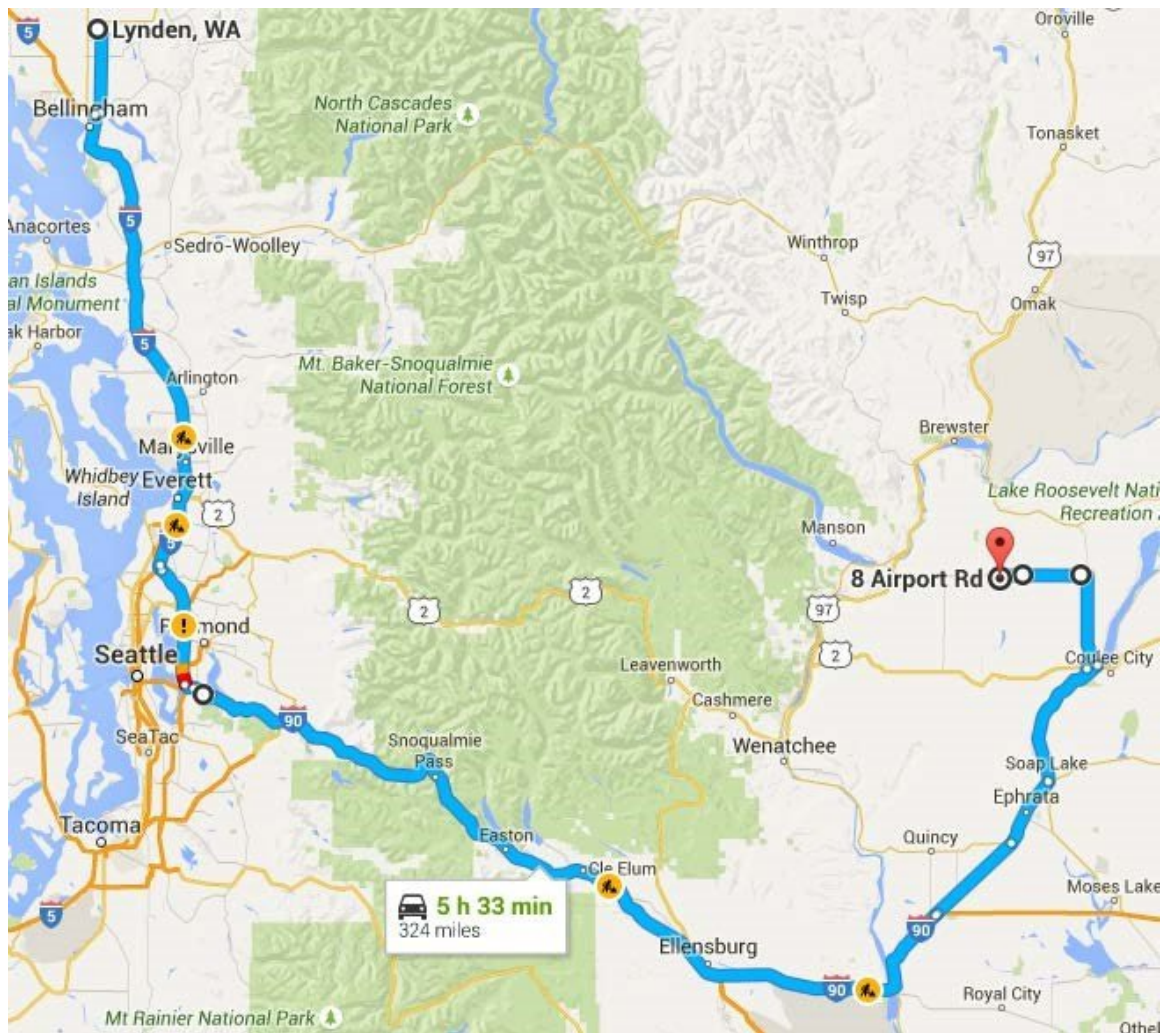
Option #1: I-5 S from Bellingham to US-2 E to US-2 E/US-97 N to US-2 E to WA172 arriving in Mansfield, WA. Total distance traveled 255 miles.



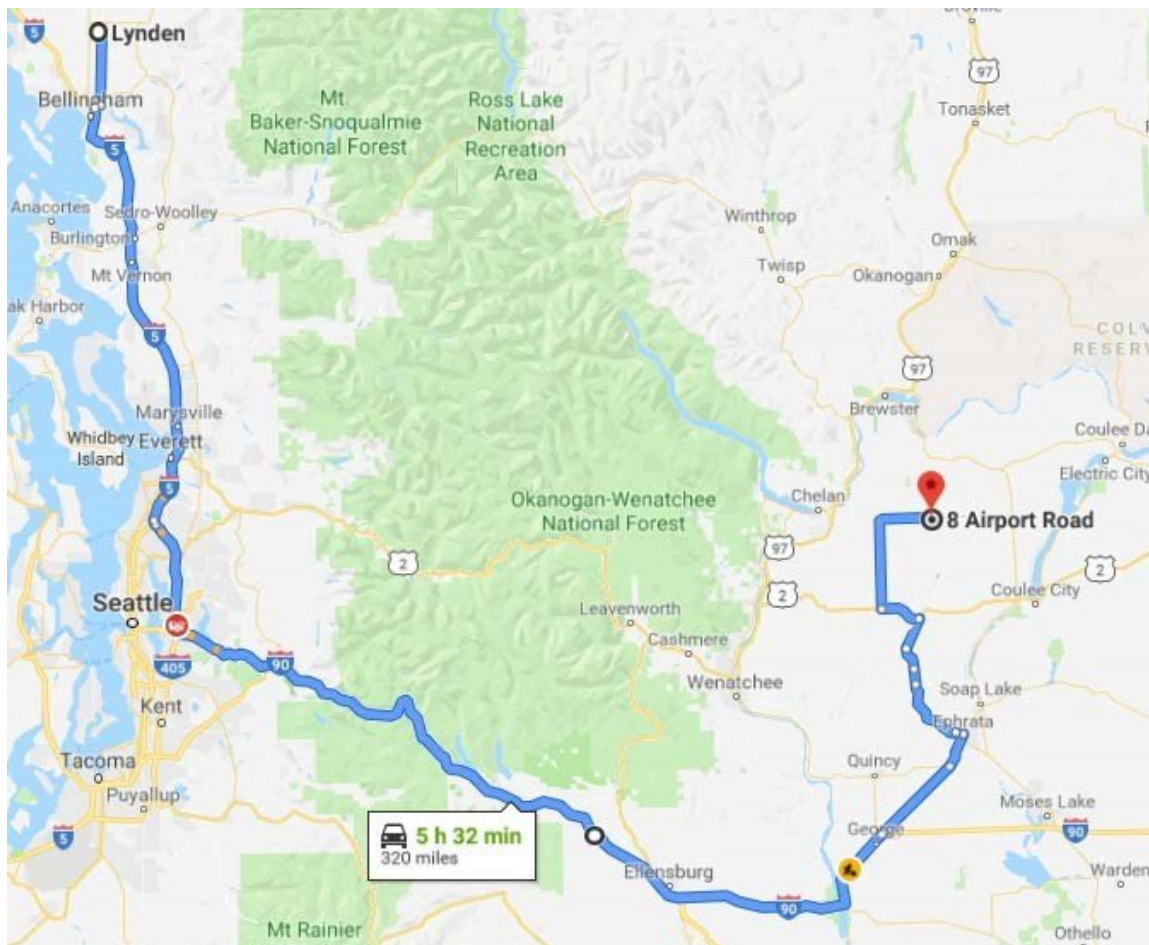
Option #2: I-5 S to I-405 S to I-90 E to WA-97 N to US-97 N to US-97/US-2 to US-2 E to SR-172 arriving in Mansfield, WA. Total distance traveled 303 miles.



Option #3: I-5 S to I-405 S to I-90 East to Exit 151 then North on SR-283 to SR28 to North on SR-17 then West on SR-172 to Mansfield, WA. Total distance traveled 324 miles.

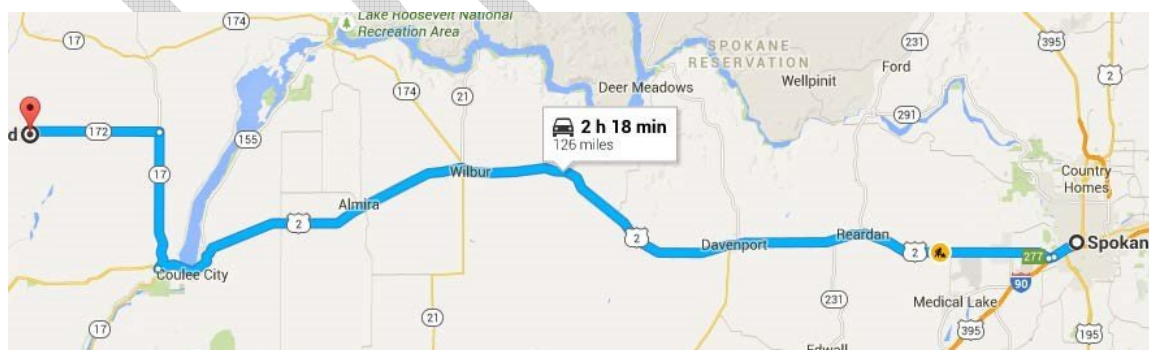


Option #4: I-5 S to I-405 S to I-90 E to WA-283 N to WA-28E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 320 miles.

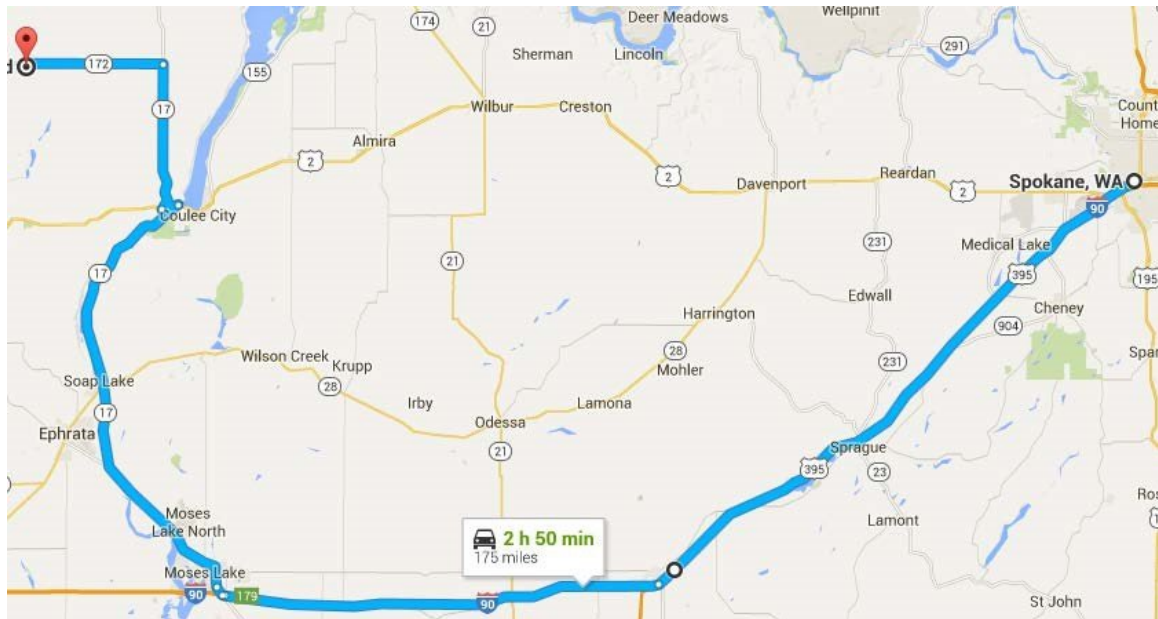


3) Routes from Eastern WA sources located east of Mansfield *near Spokane*:

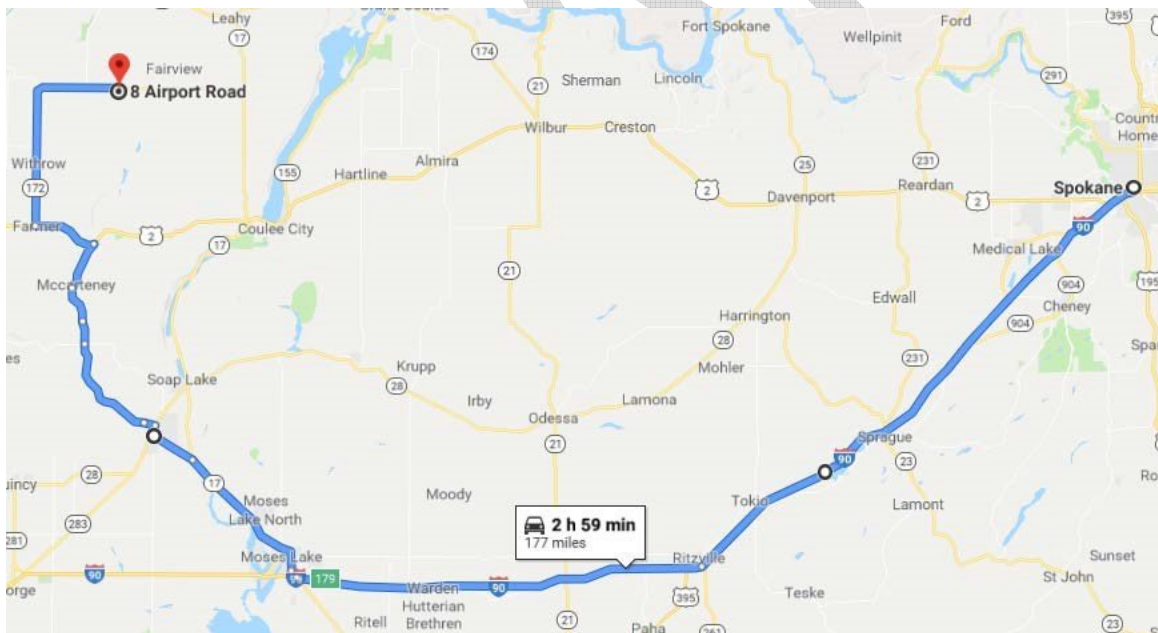
Option #1: I-90 W from Spokane to US-2 West to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 126 miles.



Option #2: I-90 W from Spokane to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 175 miles.

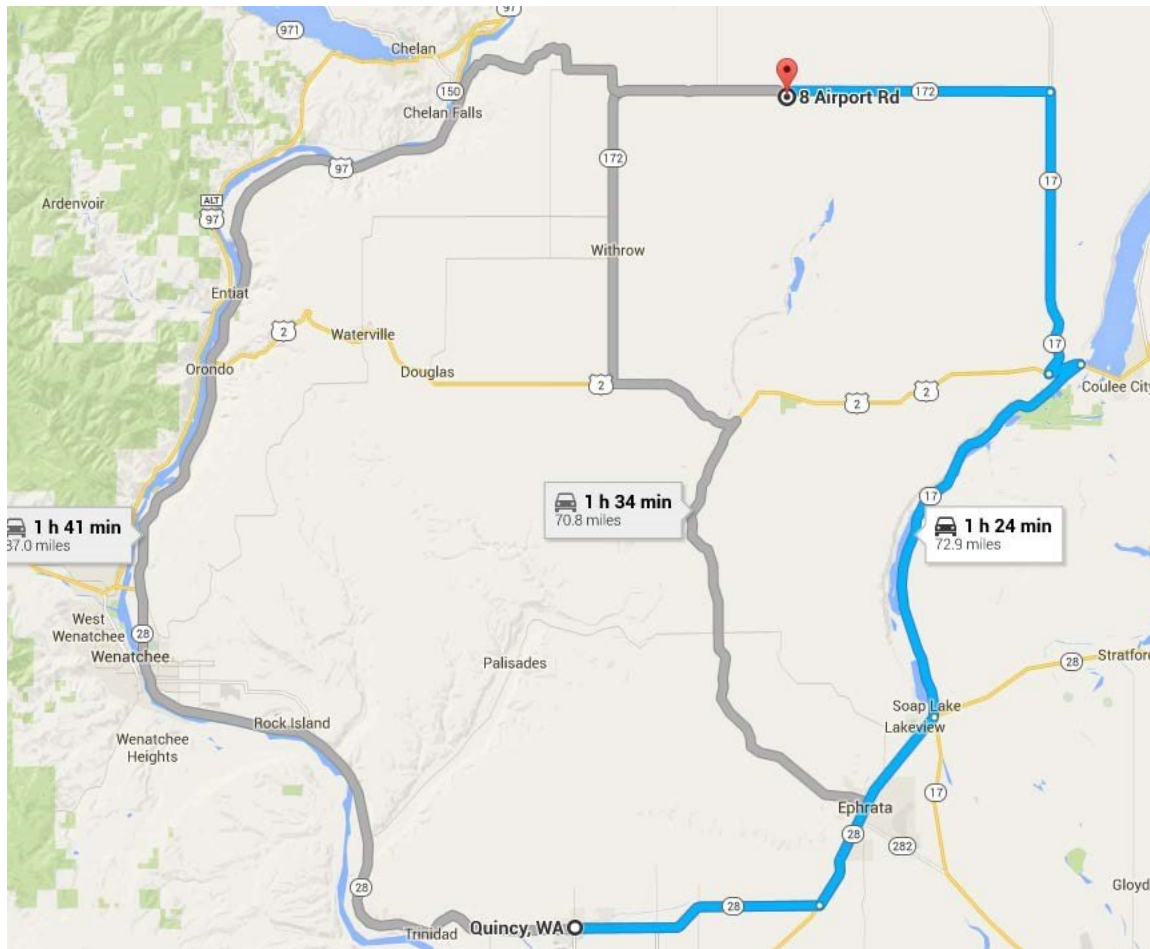


Option #3: I-90 W from Spokane to WA-17 N to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 177 miles.

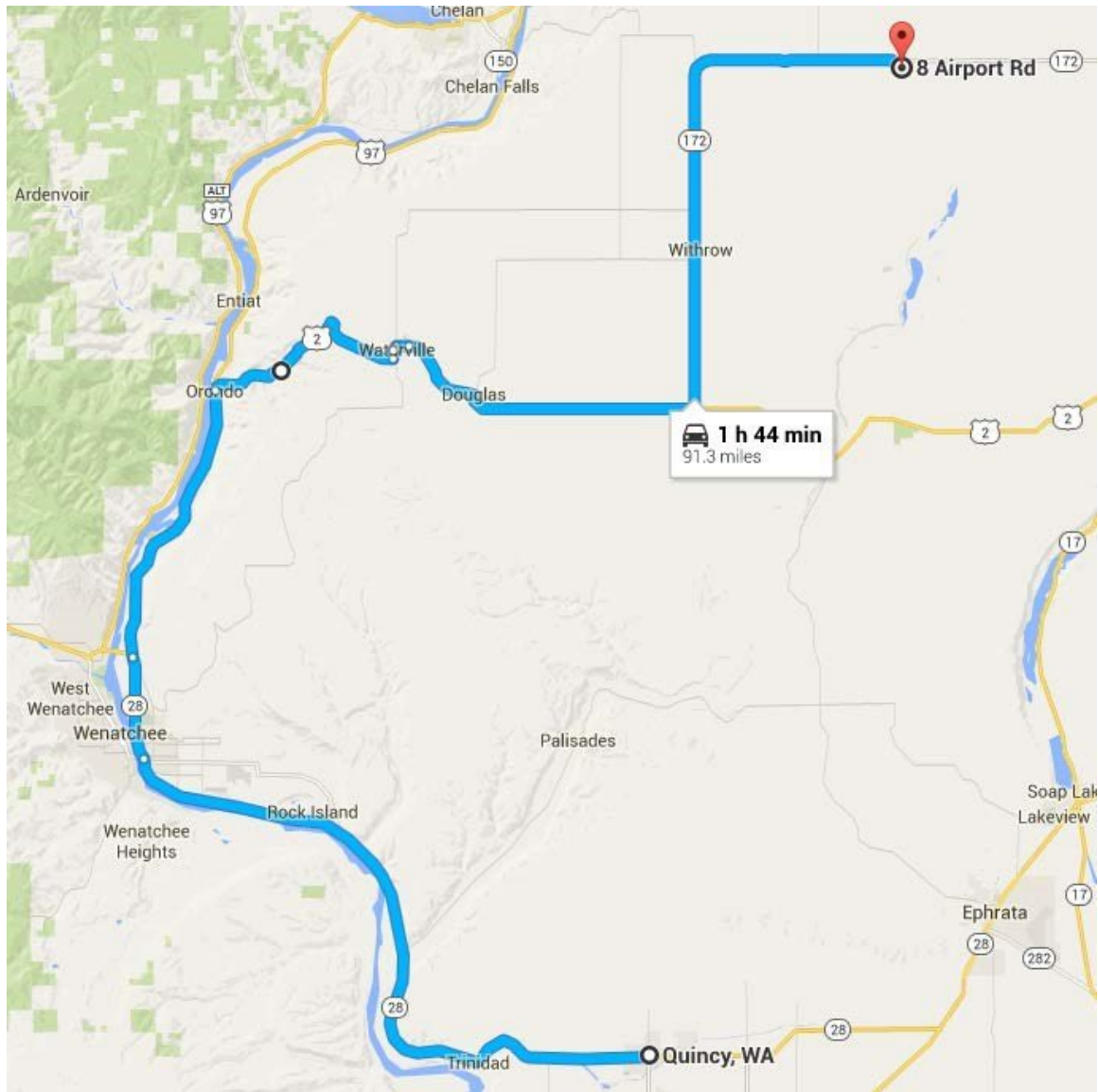


4) Routes from Central WA sources located *south* of Mansfield:

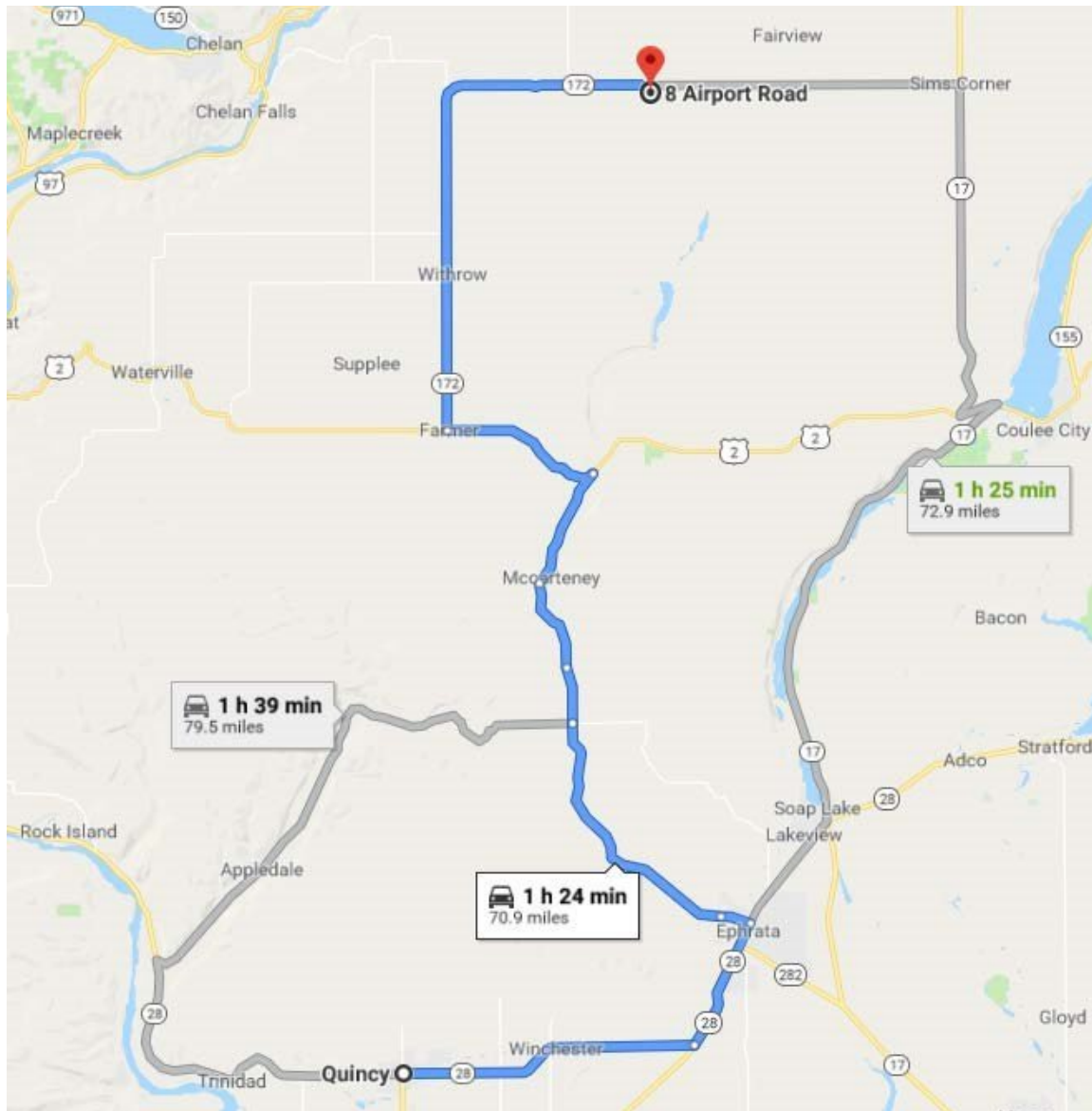
Option #1: WA-28 E from Quincy to WA-17 N to SR-172 W arriving in Mansfield, WA. Total distance traveled 72.9 miles



Option #2: WA-28 W from Quincy to US-2 E to SR-172 W arriving in Mansfield, WA. Total distance traveled 91.3 miles

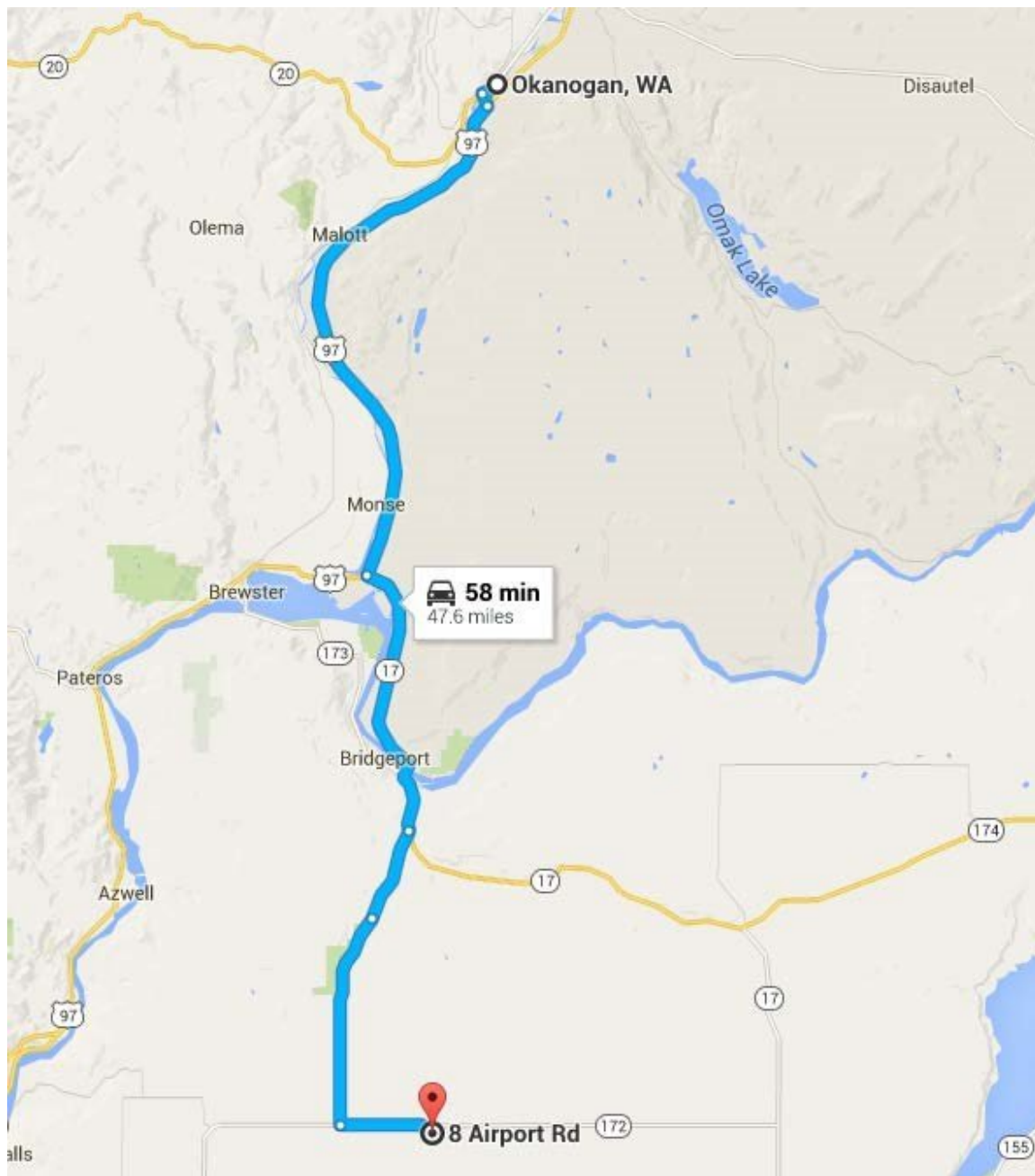


Option #3: WA-28 E from Quincy to WA-28 E. Left on 1st AVE NW to Sagebrush Flats Road to US-2, then north on SR-172 to Mansfield, WA. Total distance traveled 70.9 miles



5) Routes from Central WA sources located *north* of Mansfield:

Option #1: US-97 S from Okanogan to WA-17 S to Bridgeport Hill Rd. arriving in Mansfield, WA. Total distance traveled 47.6 miles



ATTACHMENT 2

BIOSOLIDS TREATMENT FACILITIES CONTACTS LIST

The biosolids treatment facilities participating in the Boulder Park Project and require transportation of biosolids to the project's beneficial use destinations are listed below along with contact information.

Facility Name	Contact Person	Phone Number	Facility Address
Bainbridge Island	Joel Goodwin	206-730-5164 cell 206-780-3583 office	1220 Donald Pl. Bainbridge Island, WA 98110
Cashmere	Randy Low	509-630-6261 cell 509-782-3513 office	101 Woodring Street Cashmere, WA. 98815
Enumclaw	Rick Sellers	360-802-5802 cell 360-825-1115 office	451 Semanski ST. S. Enumclaw, WA 98022
Ephrata	Bill Sangster	509-754-4601 office 509-754- 2992 WWTP	121 Alder ST SW Ephrata, WA 98823
Grand Coulee	Gareth Abbott	509-633-2503	PO Box 180/ 306 Midway Ave. Grand Coulee, WA 99133
King Co. Brightwater	Tony Chiras	206-375-2003 cell 206-477-2664 office	22505 WA-9 Woodinville, WA 98072
King Co. Everett WWTP Storage	Tony Chiras	206-375-2003 cell 206-477-2664 office	4027 4th St. SE Everett, WA 98201
Lakehaven Lakota	Craig Hanson	253-945-1593 office 253-945- 1606 WWTP	3203 SW Dash Point Rd Federal Way, WA 98023
Lakehaven Redondo	Craig Hanson	253-945-1593 253-839-7441 WWTP	515 S 288th Street Des Moines, WA 98198
Leavenworth	Antonio Muro	509-387-6621 cell 509-548- 5994 WWTP	1402 Commercial Street Leavenworth, WA 98826
Liberty Lake	Dan Grogg	509-370-1453 cell 509-922-5443 office	22510 E. Mission Avenue Liberty Lake, WA 99019

Spill Prevention & Response Plan

LOTT	Terri Prather	360-584-5989 cell 360-528-5724 office	500 Adams St NE Olympia, WA 98501
Midway	Tim Campbell	206-824-2760 office	1200 South 216th Street Des Moines, WA 98198
Mukilteo	Gil Bridges	425-754-4151 cell 425-355-6637 mobile	7824 Mukilteo Speedway Mukilteo, WA 98275
Oak Harbor	Steve Bebee	360-279-4764	865 SE Barrington Drive Oak Harbor, WA 98277
Okanogan	Clinton Little	509-422-0000	PO Box 752 Okanogan, WA 98840
Pateros	Jord Wilson	509-923-2403 office 509-449-9670	390 Lake Shore Drive Pateros, WA 98846
Pierce County	Patrick Kongsle	253-798-3031	10311 Chambers Creek Road University Place, WA 98467
Quincy	Tim Snead (Admin) Jami Favor (P.M.)	509-787-3523 x275 314-240-2377 cell	115 1st Ave. S.W. Quincy, WA 98848
Rock Island	Noe Andrade	509-668-0343 cell 509-884-1261 office	5 N. Garden Ave./PO Box 99 Rock Island, WA 98850
Sedro Woolley	Debbie Allen	360-856-5269 360-856-1100 office	325 Metcalf Street Sedro W, 98284
Soap Lake	Rob Herron Sean Meyers	509-246-1823	PO Box 1270 Soap Lake, WA 98851
SW Suburban Miller Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	1015 SW 174th Place Normandy Park, WA 98166
SW Suburban Salmon Creek WWTP	Tim Berge	206-786-9572 cell 206-432-3518 office	12550 Shorewood Dr. SW Burien, WA. 98146
Tree Top Inc	Glen Sagdal	509-449-3054 cell 509-698-1613 office	3981 Chelan Highway/PO Box 1300 Wenatchee, WA 98801-0231

BPI Spill Prevention & Response Plan BPI Spill Prevention & Response Plan

DRAFT

ATTACHMENT 3

PRIMARY RESPONSE CONTRACTORS

Primary Response Contractors (PRCs) are companies or cooperatives that support plan holders in responding to spills when they occur. To be cited by a plan holder to meet planning standards, the contractor must be approved by Ecology.

<https://ecology.wa.gov/DOE/files/b5/b571de76-2413-476a-98a5-26caf10757cf.pdf>



Washington State Oil and Hazardous Materials Cleanup Contractors

Washington State Primary Response Contractors (PRCs)

The following is a list of state-approved Primary Response Contractors that meet the requirements set forth in WAC 173-182-800, -810, and -820

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA	Wildlife
Able Clean-up Technologies	Spokane	(509) 466-5255	X		X	X	X	X		
Big Sky Industrial	Spokane	(509) 624-4949	X		X		X	X		
Clean Harbors Environmental Services	Kent, Clackamas, Moses Lake, Pasco	(800) 645-8265	X	X	X	X	X	X	X	
Cowlitz Clean Sweep	Longview, Port Angeles, Aberdeen, Pasco	(888) 423-6316	X		X	X	X	X	X	
Global Diving and Salvage	Seattle, Anacortes, Port Angeles	(206) 623-0621	X	X		X			X	
Green Sweep Asphalt Services	Vancouver	(360) 772-0899	X		X		X		X	
Focus Wildlife (equipment and personnel)	Anacortes	(800) 578-3048								X
International Bird Rescue (personnel only)	Fairfield, CA	(707) 689-3944								X
Islands' Oil Spill Association (IOSA)	San Juan Islands (SPILL # goes to Sheriff who pages IOSA)	(360) 378-4151 (access IOSA through SJI County Sheriff 24hrs/day) (360) 468-3441 Office	X			X		San Juans Only	San Juans Only	
National Response Corp. (NRC)	Seattle, Tacoma, Spokane, Portland, Burlington, Pasco	(800) 899-4672	X	X	X	X	X	X	X	

PRCs keep updated equipment lists on the Western Response Resource List (WRRRL): www.wrrrl.us

A map of PRC equipment can be found at the following link: https://fortress.wa.gov/ecy/coastalatlas/storymaps/spills/spills_sm.html

Washington State Class 2 Mobile Facilities

The following is a list of Class 2 Mobile Facilities that meet the requirements set forth in WAC 173-180

COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	OIL SPILL Small	OIL SPILL Large	Land Spill	Marine Spill	Vac Truck	Eastern WA	Western WA
Certified Cleaning Services	Seattle, Tacoma, Spokane, Vancouver	(800) 290-3008	X		X		X	X	X
Emerald Services	Seattle, Spokane, Tri-Cities, Vancouver	(206) 713-5148 SPILL	X		X		X	X	X
Marine Vacuum Service (MARVAC)	Seattle	(800) 540-7491 SPILL (206) 762-0240 non-toll free	X		X		X		X

Regional Treatment Center for Petroleum Contaminated Soil

REGION	COMPANY NAME	COMPANY LOCATION	PHONE NUMBER	SERVICES OFFERED
Central	Roosevelt Regional Landfill	Roosevelt	(800) 275-5641	Disposal Only
NW	CEMEX	Everett	(425) 673-6800	Soil Remediation
SW	PRS Group (Petroleum Reclaiming Services)	Tacoma	(253) 383-4175	Stabilization/Disposal
SW	Fields Shotwell Corp	Port Angeles	(360) 457-1417	Thermal Treatment/Recycling
SW	Waste Management	Portland, OR	(800) 685-8001	Disposal Only

Updated 4/12/2018



King County

Office of Risk Management Services

Department of Executive Services

500 Fourth Ave #320

Seattle, WA 98104

(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE - 2019

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group



**REQUEST FOR PROPOSALS
BIOSOLIDS HAULING AND BENEFICIAL USE**

May, 2019

NOTICE TO VENDORS



ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Bainbridge Island for the **Biosolids Hauling and Beneficial Use Contract** until **9:30 AM, May 29, 2019**, at the **City Clerk's office**, 280 Madison Avenue N., Bainbridge Island, Washington 98110, and will be opened and publicly read out loud at **10:00 AM**.

Bid packets are available by contacting Joel Goodwin at **jgoodwin@bainbridgewa.gov** or (206) 780-3583. All bid proposals must be on the bid form provided in the bid packet.

Bids must be sealed with the outside of the envelope marked by the PROJECT NAME AND BID OPENING DATE. Name and address of the bidder should also appear on the outside of the envelope.

PROJECT NAME:	Biosolids Hauling and Beneficial Use Contract
QUESTIONS DUE:	May 28, 2019, 10:30 AM, Project Contact
SEALED BIDS DUE:	May 29, 2019, 9:30 AM, City Clerk's Office
BID OPENING:	May 29, 2019, 10:00 AM, City Hall Front Desk
PROJECT CONTACT:	Joel Goodwin – (206) 730-5614 or jgoodwin@bainbridgewa.gov

NATURE OF IMPROVEMENT:

The Vendor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals necessary for the work, which includes biosolids hauling for the city. The City of Bainbridge Island reserves the right to reject any or all bids and to waive informalities in the bidding process. The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids, or all bids will be rejected. RCW 39.04.350 and the City's Procurement Policy outline criteria that a bidder must meet in order to be considered responsible. The City may not negotiate with any of the bidders. The City of Bainbridge Island is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, national origin or the presence of any sensory, mental or physical disability.

BID FORM

BIOSOLIDS HAULING AND BENEFICIAL USE CONTRACT

Item #	Items of Work	Unit Price Per ton	Estimated Quantity (3 years)	Total Price
1	Planned routine transport of biosolids to beneficial use facility*	Per ton \$	3,900 tons	
2	On-call transport of biosolids to beneficial use facility*	Per ton \$	300 tons	
3	Transport of biosolids not meeting vector attraction reduction to beneficial use facility*	Per ton \$	100 tons	
4	Planning & Reporting	One-time fee \$	N/A	
Subtotal Items				
Washington State Sales Tax @ 9.0%				\$
Grand Total (Subtotal and Sales Tax)				\$

***Include tipping fee**

Signature of Authorized Official / Date

Print – Name / Company Name

Address

Telephone Numbers (Office and Cell)

E-Mail Address

1. INTRODUCTION

The City of Bainbridge Island is soliciting requests for proposals for hauling biosolids to beneficial use facilities, as described in the scope of work attached as Exhibit A.

2. PROPOSAL SUBMISSION

Proposals shall be submitted no later than 9:30 AM on May 29, 2019 to the City Clerk, City Hall, 280 Madison Ave North, Bainbridge Island, WA 98110. The City of Bainbridge Island shall assume no responsibility for delay in U.S. mail services, independent courier services, or any other circumstances resulting in late proposals. Late proposals will not be accepted. The City will not accept proposals submitted by email or facsimile transmission. The proposals will be opened at 10:00 am on May 29, 2019 at City Hall. All bid proposals must be on the bid form provided in the bid packet.

3. SCOPE OF WORK

The project is located at the City of Bainbridge Island Wastewater Treatment Plant and will require the hauling of the city's Class B Biosolids to a Beneficial Use Facility. The Beneficial Use Facility shall be provided by the Contractor.

The detailed scope of work for hauling the cities biosolids is in the attached Exhibit A.

4. PROPOSALS AT A MINIMUM SHALL CONTAIN THE FOLLOWING:

- Section 1 - Approach to Work
- Section 2 - Qualifications & Experience
- Section 3 – Capacity & Availability

See table below

<i>Proposal</i>	<i>Minimum Requirements</i>
Approach to Work – How do the vendor's proposed transport and beneficial use services meet the City's needs and requirements? Does the proposal comply with applicable regulations?	• Proposal describing how the vendor will provide the services listed in the RFP. • Additional services of benefit to the City not specifically required. • Beneficial Use Facility description and how land application requirements are met for Class B Biosolids. • Storage facility description. Include type of facility, location and size.
Qualifications & Experience – Does the vendor demonstrate a history of success, reliability and good regulatory standing? Does the vendor demonstrate future viability? How do the qualifications of the vendor and key staff meet the City's needs?	• Description of past success and future viability. • Description of biosolids end-users. • Names and roles of key personnel assigned to the contract. • Contact information for at least two biosolids generators currently using similar services. • Beneficial Use Facility proof of permit through Washington State Department of Ecology and in good regulatory standing. • Storage facility proof of permit through Washington State Department of Ecology and in good regulatory standing. • Proof of being in business for no less than five years.
Capacity & Availability – Does the vendor have the facilities, equipment, resources, knowledge and commitment to provide timely services to meet the City's needs? Does the vendor demonstrate sufficient capacity to accept the quantity of biosolids associated with this contract?	• Describe storage facility capacity and the ability to store approximately 1000 cubic yards of city biosolids for a period no less than six months at any given time. • Describe ability to haul and land apply city biosolids that do not meet vector attraction and or pathogen reduction. • Describe ability to haul city biosolids in inclement weather and how planned transport and on-call transport will be uninterrupted. • Describe a Contingency Plan and how the City's needs will be met if the contractors Beneficial Use Facility ceases to operate.

EXHIBIT A

SCOPE OF WORK

The Vendor will be responsible for transporting the City of Bainbridge Island's biosolids on both a planned and on-call basis for a period of three years, from the Bainbridge Island Wastewater Treatment Plant to a third party biosolids beneficial use facility or other designated location. Specific delivery locations may vary as needed to safely and appropriately allow for biosolids beneficial use. To the extent practicable, the City will communicate pickup and hauling of biosolids to the Vendor with as much lead time as possible.

Item 1: Planned biosolids transport and beneficial use

This task involves weekly transport of Class B biosolids to a beneficial use facility. Typical planned biosolids transport will be approximately 25 wet tons once every 7-14 days. To the extent practicable, such periods will be scheduled at least three weeks in advance, on a schedule mutually agreed upon by the City and the Vendor. This task shall comply with all spill response plans to safely transport City biosolids and biosolids permits in full compliance of all applicable rules and regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of lading.

Measurement: Item 1 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____ Per Ton

Item 2: On-call biosolids transport and beneficial use

This task involves short-notice biosolids transport in response to unanticipated events or other urgent conditions. These services will be called upon only on an "as-needed" basis and may require response with only short notice (within 72 hours) for an unknown duration. The City will request on-call hauling in weekly increments (approximately 25 wet tons per week), on a timeline and scheduling process agreed upon in advance with the Vendor. Biosolids transport may be required for as little as one week or for multiple weeks, depending upon circumstances. This task shall comply with all spill response plans to safely transport City biosolids and biosolids permits in full compliance of all applicable rules and regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of lading.

Measurement: Item 2 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____ Per Ton

Item 3: Transport of biosolids (not meeting vector attraction and or pathogen reduction) and beneficial use

This task involves possible intermittent transport of biosolids (not meeting vector attraction and or pathogen reduction) to a beneficial use facility. Typical biosolids transport of this nature will be called upon only on an "as-needed" basis and will be approximately 25 wet tons at any given time. To the extent practicable, the city will give notice to the vendor when vector attraction reduction is not being met. This task shall comply with all spill response plans to safely transport

City biosolids and biosolids permits in full compliance of all applicable rules and regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of lading.

Measurement: Item 3 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____Per Ton

Item 4: Planning and Reporting

This task involves joint development and approval of key plans and exchange of other information to support items 1, 2, and 3. Key City and Vendor staff will communicate through in-person meeting(s), email and by phone as needed to successfully accomplish the City's transport of biosolids to a beneficial use facility. Key planning & reporting documents could include spill response plans, site management plans, biosolids content certification, procedures for transport, beneficial use practices and other information, as appropriate.

Measurement: Item 4 shall be measured by a one-time lump sum payment. Mobilization, correspondence, and reporting will be included in this item and will be paid after the Agreement has been approved by the City and the Vendor has communicated with key City personnel on regulatory compliance.

Payment: Item 4: "Planning & Reporting"

CITY RESPONSIBILITIES

For all activities conducted under this Agreement, the City will:

- Treat all applicable biosolids to the standards as outlined in Chapter 173-308 WAC.
- Maintain all applicable local, state, and federal permits related to the City of Bainbridge Island's production of biosolids.
- Provide the Vendor with nutrient analysis and other data ensuring biosolids quality and regulatory compliance.
- Provide the Vendor with site access, directions and other information relevant to the City's biosolids storage location, in as timely a manner as possible.
- Provide the Vendor with appropriate access to the City of Bainbridge Island's Wastewater Treatment Plant, including site information for logistical planning purposes, site access, route information, and updates on changing conditions, as needed.

SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES

In support of the items listed above in this Scope of Work, the Vendor must continue to meet the following minimum requirements:

- **Ongoing permit coverage** – The Vendor (or the Vendor’s Beneficial Use Facility) must possess and maintain applicable coverage under the Washington State General Permit for Biosolids Management and must possess and maintain approved land application plans for all receiving sites (if applicable). The Vendor must provide all appropriate permits, plans, equipment, facilities and personnel necessary to accept, safely transport, store and beneficially use Class B biosolids in a manner consistent with all applicable state, federal and local requirements. Vendor must appropriately document biosolids utilization as required by law and must produce such records as requested by the City.
- **Operations in good standing** – Vendor and, as applicable, the Vendor’s Beneficial Use Facility shall have in effect no current enforcement actions against their statewide biosolids permit coverage. Vendor shall maintain good regulatory standing for the duration of this contract. This includes but is not limited to notices of violation, orders, penalties, or other enforcement actions restricting permitted activities.
- **Adequate hauling equipment** – All equipment supplied and/or utilized under this Agreement must be of adequate design and condition to safely, satisfactorily, and legally accept, transport and deposit biosolids, as appropriate. Equipment (trailer, container or alike) must be able to fit in an enclosed garage that is approximately 37’ long x 20’ wide x 15’ tall. All equipment must be operated in such manner as to prevent spillage during transport.
- **Spill response capabilities** – Vendor must operate all equipment utilized under this Agreement in such manner as to prevent spillage during transport. However, in case of unavoidable spills, Vendor must promptly and adequately respond to spills in such a manner as to maintain regulatory compliance and minimize harm to the affected environment, people, and equipment. Vendor must immediately report any spill incidents to the City and other appropriate parties, per spill response plans.
- **Year-round availability** – Vendor must be able to accept, transport, and deliver biosolids on a year-round (12-month) basis.
- **Timely mobilization** – For services under Item 2, Vendor must be able to provide on-site services and response within 72 hours of official request.

STATE OF WASHINGTON)
COUNTY OF _____) ss
)

Bidder

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires:_____

191

AGREEMENT FOR NON-PROFESSIONAL SERVICES

THIS AGREEMENT FOR NON-PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and [Name of Vendor], [a Washington State corporation] (“Vendor”).

WHEREAS, the City needs non-professional services in connection with [the hauling of biosolids to a beneficial use facility]; and

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

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

1. SERVICES BY VENDOR

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until [Month and Day, 20__], unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Vendor for such services: (check one)

☐ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of [write out the total payment for services] (\$_____);

☐ Fixed Sum: a total amount of \$_____;

☒ Other: Periodic payments for Bid Items 1, 2 and 3, in accordance with Attachment A, and a one-time lump sum payment for Bid Item 4, in accordance with Attachment A, but not more than a total amount of (\$) for all services provided under this Agreement.

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

The Vendor shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B**.

[X] Professional Liability as described in **Attachment B**.

[X] Automobile Liability as described in **Attachment B**.

[X] Workers' Compensation as described in **Attachment B**.

[X] Pollution Liability as described in **Attachment B**.

[] None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NON-WAIVER

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

16. NOTICES

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

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

To the Vendor: [Business name/address/contact person]

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

[Business Name]

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

ATTACHMENT A SCOPE OF SERVICES

The Vendor will be responsible for transporting the City of Bainbridge Island's biosolids on both a planned and on-call basis for a period of three years, from the Bainbridge Island Wastewater Treatment Plant to a third party biosolids beneficial use facility or other designated location. Specific delivery locations may vary as needed to safely and appropriately allow for biosolids beneficial use. To the extent practicable, the City will communicate pickup and hauling of biosolids to the Vendor with as much lead time as possible.

Item 1: Planned biosolids transport and beneficial use

This task involves weekly transport of Class B biosolids to a beneficial use facility. Typical planned biosolids transport will be approximately 25 wet tons once every 7-14 days. To the extent practicable, such periods will be scheduled at least three weeks in advance, on a schedule mutually agreed upon by the City and the Vendor. This task shall comply with all spill response plans to safely transport City biosolids and biosolids permits in full compliance of all applicable rules and regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of lading.

Measurement: Item 1 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____ Per Ton

Item 2: On-call biosolids transport and beneficial use

This task involves short-notice biosolids transport in response to unanticipated events or other urgent conditions. These services will be called upon only on an "as-needed" basis and may require response with only short notice (within 72 hours) for an unknown duration. The City will request on-call hauling in weekly increments (approximately 25 wet tons per week), on a timeline and scheduling process agreed upon in advance with the Vendor. Biosolids transport may be required for as little as one week or for multiple weeks, depending upon circumstances. This task shall comply with all spill response plans to safely transport City biosolids and biosolids permits in full compliance of all applicable rules and regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of lading.

Measurement: Item 2 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____ Per Ton

Item 3: Transport of biosolids (not meeting vector attraction and or pathogen reduction) and beneficial use

This task involves possible intermittent transport of biosolids (not meeting vector attraction and or pathogen reduction) to a beneficial use facility. Typical biosolids transport of this nature will be called upon only on an "as-needed" basis and will be approximately 25 wet tons at any given time. To the extent practicable, the city will give notice to the vendor when vector attraction reduction is not being met. This task shall comply with all spill response plans to safely transport City biosolids and biosolids permits in full compliance of all applicable rules and

regulations. The Vendor shall provide the City weight in wet tons for each load through a bill of laden.

Measurement: Item 3 shall be measured on a per ton basis by the transport of city biosolids to a certified beneficial use facility.

Payment: \$_____Per Ton

Item 4: Planning and Reporting

This task involves joint development and approval of key plans and exchange of other information to support items 1, 2 and 3. Key City and Vendor staff will communicate through in-person meeting(s), email and by phone as needed to successfully accomplish the City's transport of biosolids to a beneficial use facility. Key planning & reporting documents could include spill response plans, site management plans, biosolids content certification, procedures for transport, beneficial use practices and other information, as appropriate.

Measurement: Item 4 shall be measured by a one-time lump sum payment. Mobilization, correspondence, and reporting will be included in this item and will be paid after the Agreement has been approved by the City and the Vendor has communicated with key City personnel on regulatory compliance.

Payment: Item 4: "Planning & Reporting"

CITY RESPONSIBILITIES

For all activities conducted under this Agreement, the City will:

- Treat all applicable biosolids to the standards as outlined in Chapter 173-308 WAC.
- Maintain all applicable local, state, and federal permits related to the City of Bainbridge Island's production of biosolids.
- Provide the Vendor with nutrient analysis and other data ensuring biosolids quality and regulatory compliance.
- Provide the Vendor with site access, directions and other information relevant to the City's biosolids storage location, in as timely a manner as possible.
- Provide the Vendor with appropriate access to the City of Bainbridge Island's Wastewater Treatment Plant, including site information for logistical planning purposes, site access, route information, and updates on changing conditions, as needed.

SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES

In support of the items listed above in this Scope of Work, the Vendor must continue to meet the following minimum requirements:

- **Ongoing permit coverage** – The Vendor (or the Vendor’s Beneficial Use Facility) must possess and maintain applicable coverage under the Washington State General Permit for Biosolids Management and must possess and maintain approved land application plans for all receiving sites (if applicable). The Vendor must provide all appropriate permits, plans, equipment, facilities and personnel necessary to accept, safely transport, store and beneficially use Class B biosolids in a manner consistent with all applicable state, federal and local requirements. Vendor must appropriately document biosolids utilization as required by law and must produce such records as requested by the City.
- **Operations in good standing** – Vendor and, as applicable, the Vendor’s Beneficial Use Facility shall have in effect no current enforcement actions against their statewide biosolids permit coverage. Vendor shall maintain good regulatory standing for the duration of this contract. This includes but is not limited to notices of violation, orders, penalties, or other enforcement actions restricting permitted activities.
- **Adequate hauling equipment** – All equipment supplied and/or utilized under this Agreement must be of adequate design and condition to safely, satisfactorily, and legally accept, transport and deposit biosolids, as appropriate. Equipment (trailer, container or alike) must be able to fit in an enclosed garage that is approximately 37’ long x 20’ wide x 15’ tall. All equipment must be operated in such manner as to prevent spillage during transport.
- **Spill response capabilities** – Vendor must operate all equipment utilized under this Agreement in such manner as to prevent spillage during transport. However, in case of unavoidable spills, Vendor must promptly and adequately respond to spills in such a manner as to maintain regulatory compliance and minimize harm to the affected environment, people, and equipment. Vendor must immediately report any spill incidents to the City and other appropriate parties, per spill response plans.
- **Year-round availability** – Vendor must be able to accept, transport, and deliver biosolids on a year-round (12-month) basis.
- **Timely mobilization** – For services under Item 2, Vendor must be able to provide on-site services and response within 72 hours of official request.

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Vendor's profession.
5. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be

maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Vendor Limits

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:10 PM) Police Vehicle Procurement - Public Works,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move that the City Council forward the Police Vehicle Procurement with the Washington State Department of Enterprise Services in the amount of \$212,420.64 and related approval of an exemption for police vehicles for emergency response under RCW 43.19.648 for approval with the July 23, 2019 Consent Agenda.

SUMMARY:

Public Works staff has worked with the Washington State Department of Enterprise Services under contract number 05916 for the purchase of five 2020 Ford Police Interceptor SUV Hybrid in the combined amount of \$212,420.64.

FISCAL IMPACT:

Amount:	\$212,420.64
Ongoing Cost:	
One-Time Cost:	\$212,420.64
Included in Current Budget?	Yes

BACKGROUND:

The 2019 CIP Police Vehicle Procurement budget is \$330,000. Public Works staff has worked with the Washington State Department of Enterprise Services under contract number 05916 for the purchase of five 2020 Ford Police Interceptor SUV Hybrid in the combined amount of \$212,420.64.

City staff has reevaluated the police vehicle equipment upfit and plans to research other options, such as using the Washington State Department of Enterprise Services upcoming police vehicle upfitting contract or piggyback on another local government existing contract rather than pursuing the recent Request for Proposals.

RCW 43.19.648 generally requires that, to the extent practicable, local governmental vehicles must be fueled by electricity or biofuel. However, police vehicles for emergency response are exempt if approved by the authority of the local governmental subdivision.

ATTACHMENTS:

[POLICE Vehicle DES WA Specifications](#)

FISCAL DETAILS: Total 2019 Vehicle purchase and replacement budget is \$330,000.

Fund Name(s): Other

Coding:

Aaron Claiborne

From: NOREPLY@des.wa.gov
Sent: Monday, June 24, 2019 12:26 PM
To: Aaron Claiborne
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-6-492 - BAINBRIDGE ISLAND, CITY OF - 21804

Vehicle Quote Number: 2019-6-492 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghuisen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BAINBRIDGE ISLAND, CITY OF - 21804

Email: aclalborne@bainbridgewa.gov

Quote Notes:

Vehicle Location: Bainbridge Island

Color Options & Qty

Agate Black (UM) - 5

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0519-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	5	\$32,800.00	\$164,000.00
2020-0519-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	5	\$0.00	\$0.00
2020-0519-012	NEW - Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	5	\$3,302.00	\$16,510.00
2020-0519-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	5	\$61.00	\$305.00
2020-0519-027	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	5	\$52.00	\$260.00
2020-0519-029	Noise Suppression Bonds (Ground Straps)(60R)	5	\$100.00	\$500.00
2020-0519-032	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	5	\$25.00	\$125.00

2020-0519-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	5	\$260.00	\$1,300.00
2020-0519-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	5	\$543.00	\$2,715.00
2020-0519-038 NEW - Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (Included with Ready for the Road Package #67H) (52P)	5	\$161.00	\$805.00
2020-0519-042 Reverse Sensing System (76R)	5	\$274.00	\$1,370.00
2020-0519-043 Perimeter Anti-Theft Alarm (activated by hood, door or liftgate - when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn) (Must also order Remote Keyless Entry #55F) (Not available with Fleet Keyed Alike option) (593)	5	\$120.00	\$600.00
2020-0519-045 NEW - Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	5	\$144.00	\$720.00
2020-0519-047 Remote Keyless Entry with Four (4) FOBs/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	5	\$338.00	\$1,690.00
2020-0519-049 Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Interior Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	5	\$44.00	\$220.00
2020-0519-051 Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	5	\$419.00	\$2,095.00
2020-0519-060 Underbody Deflector Plate (engine and transmission shield) (76D)	5	\$334.00	\$1,670.00
2020-0519-063 NEW - Rear Center Seat Delete (Includes center seat delete tray) (Not available with Interior Upgrade Pkg #65U or Vinyl Rear Seat) (No credit) (85S)	5	\$0.00	\$0.00
2020-0519-206 Mud Flaps, HD Plastic (Set of 4) (DLR)	5	\$90.00	\$450.00
2020-0519-207 Undercoating (wheel wells) (DLR)	5	\$125.00	\$625.00

Quote Totals

Total Vehicles:	5
Sub Total:	\$195,960.00
8.4 % Sales Tax:	\$16,460.64
Quote Total:	\$212,420.64



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:20 PM) Resolution No. 2019-22, Supporting a County-Wide Ban on the Aerial Spray of Glyphosate and Stating the City's Intent to Pursue a Ban on the General Use and Sale of Glyphosate on Bainbridge Island - Councilmember Nassar,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to forward Resolution No. 2019-22 for approval with the July 23, 2019 Consent Agenda.

SUMMARY:

Consideration of Resolution No. 2019-22, which proposes to: endorse a county-wide ban on the aerial spray of glyphosate and other chemicals known to cause cancer; urge Sen. Rolfes, Representatives Hansen and Appleton, and Commissioner of Public Lands Hilary Franz to use all available legislative and regulatory means to ban the aerial spray of glyphosate; and state the City's intent to pursue a city-wide ban on the general use and sale of glyphosate.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Resolution No. 2019-22 Supporting Ban on Aerial Spraying of Glyphosate](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2019-22

A RESOLUTION of the City Council of Bainbridge Island, Washington, in support of a county-wide ban on the aerial spray of glyphosate; urging state officials to take action to ban the aerial spray of glyphosate; and stating the City's intent to pursue a ban on the general use and sale of glyphosate.

WHEREAS, Bainbridge Island is a City in Kitsap County; and

WHEREAS, thousands of acres of timberland in Kitsap County are owned and managed by Pope Resources, including several hundred acres surrounding the rural, agricultural, and residential communities in the neighboring "sister city" of Poulsbo; and

WHEREAS, it is a fairly common practice for Pope Resources, a land and timber corporation in the Pacific Northwest, to aerially apply glyphosate and other herbicides during reforestation of logged timberland; and

WHEREAS, Pope Resources currently practices the aerial spray of glyphosate on logged timberland in other counties, including Jefferson County; and

WHEREAS, timberland owned and managed by Pope Resources in North Kitsap County include the following locations: "Opsada" property, 467 acres located between Kingston/Poulsbo/Suquamish; "Hanging Beaver," 331 acres located between Hansville and Little Boston; and several hundred acres located around the intersection of Bond Road and Stottlemeyer in Poulsbo; and

WHEREAS, the City of Bainbridge Island ended its use of glyphosate and other toxic chemicals on City property and in City operations, including those listed by the state of California (Prop 65 list) or the National Toxicology Program as known or reasonably anticipated to be human carcinogen as of November 26, 2003; and

WHEREAS, the spraying of herbicides from small aircraft greatly increases the chance of chemicals being caught up by wind forces and spread beyond the scope of the intended area, resulting in chemical trespass, where toxic chemicals, including glyphosate, drift in the air and deposit themselves in creeks and streams, on farmlands, homes, and schools; and

WHEREAS, in the event that aerial spray occurs in North Kitsap County, Bainbridge Island may be vulnerable to off-target contamination of soils, wetlands, and streams.

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

Section 1. The City Council will publicly endorse a county-wide ban on the aerial spray of glyphosate and other chemicals listed on the State of California's Prop 65 list as known to the State of California to cause cancer. This formal endorsement shall be submitted as a letter from the City Council to the Kitsap Environmental Coalition, Kitsap County Commissioners, Department of Natural Resources, and Pope Resources.

Section 2. The City of Bainbridge Island urges Senator Rolfes, Representatives Hansen and Appleton, and Commissioner of Public Lands Franz to use all available legislative and regulatory means to ban the aerial spray of glyphosate in Washington State.

Section 3. The City of Bainbridge Island, having banned the municipal use of glyphosate in 2003, hereby formally states its intent to pursue a city-wide ban on the general use and sale of glyphosate, citing recent court cases settled against Monsanto in the State of California and recent scientific studies that demonstrate the dangers of glyphosate and other toxic herbicides and pesticides to ecosystems, soil systems, water quality, and human health.

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

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

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 18, 2019
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO.	2019-22



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:30 PM) Authorization to Engage Outside Legal Counsel to Pursue Prescription Opiate Litigation - Executive,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to authorize the City Manager and/or the City Attorney to engage Keller Rohrback LLP to represent the City of Bainbridge Island in prescription opiate litigation and to execute a contingency fee agreement and related documents necessary to effectuate that litigation on behalf of the City.

SUMMARY:

As described below, cities, counties, and states throughout the country are engaged in litigation against drug companies related to the impacts of the opioid epidemic that has impacted communities nationwide. By approving the motion included with this agenda item, the City Council would authorize the City Manager and/or the City Attorney to engage Keller Rohrback LLC to join the City in that litigation. By doing so, the City would be eligible via the litigation to receive monies to mitigate impacts of the epidemic on the Island.

FISCAL IMPACT:

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

BACKGROUND:

Cities, counties, and states across the country are engaged in litigation against prescription drug companies related to impacts from the opioid epidemic that is occurring in communities nationwide, and the White House has declared the epidemic to be a Nationwide Public Health Emergency. Keller Rohrback LLC, which has offices in Seattle and other cities, serves as one of the law firms on the Plaintiffs' Executive Committee in the

national opioid Multi District Litigation (also known as the "MDL"). Keller Rohrback represents 25 cities and counties in Washington state related to this litigation, including Kitsap, Jefferson, King, Pierce, and Thurston Counties, as well as the cities of Tacoma, Olympia, and Anacortes.

Based on Keller Rohrback's experience with and involvement in this litigation, Bainbridge Island has not been spared from the detrimental impacts of the opioid epidemic. By joining this litigation, the City of Bainbridge Island will have the opportunity to be involved in holding the offending companies accountable for such impacts and to bring monies to the City to mitigate for those impacts.

By approving the motion included with this agenda item, the City Council would authorize the City Manager and/or the City Attorney to engage Keller Rohrback via a contingency fee agreement (see attached) and associated documents to join the litigation. In that this is a contingency fee arrangement, Keller Rohrback has represented to the City that the only costs and fees that would potentially be incurred by the City would occur if the firm prevails on behalf of the City in the litigation, either through a settlement or otherwise through a trial and court judgment, and those costs and fees would be deducted from what the City would receive via such a settlement or judgment.

ATTACHMENTS:

[Keller Rohrback Engagement Agreement - FORM](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ATTORNEY ENGAGEMENT & CONTINGENCY FEE AGREEMENT

It is HEREBY ACKNOWLEDGED AND AGREED by and between _____
 (“Client”) and Keller Rohrback L.L.P. (“Attorneys”) as follows:

1. **Employment.** Client hereby retains Attorneys to represent Client with respect to potential claims against the **manufacturers and wholesalers of prescription opioid painkillers and other related defendants as agreed between Client and Attorneys.** Attorneys will assist Client in gathering information and data relevant to Client’s potential claims. Attorneys will also advise Client with respect to those potential claims. At Client’s request, Attorneys will institute proceedings to seek remedies on Client’s behalf as Client and Attorneys conclude is appropriate and advisable (“the Lawsuit”).
2. **Responsibility of Attorneys.** Although the individual attorneys listed below will be primarily responsible to represent Client in this matter, other members of Keller Rohrback may work on Client matters in accordance with their areas of practice. The primary attorneys representing Client are Derek Loeser, David Ko, and Daniel Mensher. Attorneys will consult with Client in connection with any settlement proposal before accepting same.

If Attorneys become aware of any potential conflicts of interest between the Client and any other client of the Firm in the opioid litigation either prior to Attorneys commencing service for Client or during the course of litigation, Attorneys will immediately provide Client with all necessary information regarding the potential conflict.

3. **Responsibility of Client.** Client will maintain control of the litigation. Client agrees to timely comply with Attorneys’ request. Client agrees to advise Attorneys of all facts, knowledge, or information relevant to Attorneys’ representation of Client, including facts, knowledge, or information which come to Client’s attention after execution of this Agreement.

Client is aware that Attorneys represent several other jurisdictions in Washington State involved in similar litigation.

4. **Client Representative.** Client designates _____ to be the Client’s Representatives. The Client’s Representatives are responsible for receiving all communications from Attorneys and transmitting all communications from Client to Attorneys. Client agrees that Attorneys may rely on either of Client’s Representative’s statements as an accurate reflection of Client’s position and desires. Attorneys agree to keep the Client’s Representatives informed of all significant developments regarding the representation.

5. **Attorneys' Fees.** Other than as set forth in Paragraph 8, below, the fees that Client agrees to pay Attorneys ("Attorneys' Fee" or "Attorneys' Fees") will depend on the outcome of the Lawsuit, as set forth here:
- a. "Sums Recovered" means all monies (and the value of any other property) actually paid in settlement of or judgment on the Lawsuit's claims (including the settlement of any demand made by Attorneys on Client's behalf before initiation of the Lawsuit), including any monies paid in settlement or judgment as an award of attorneys' fees, costs, or interest.
 - b. If the Sums Recovered is an amount less than or equal to \$10 million, the Attorneys' Fee shall be 20% of the recovery;
 - c. If the Sums Recovered is an amount greater than \$10 million but less than or equal to \$20 million, the Attorneys' Fee shall equal the amount specified in Section 5(b) above, plus 18% of any Sums Recovered in the \$10 million to \$20 million range.
 - d. If the Sums Recovered is an amount greater than \$20 million but less than or equal to \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b) and 5(c) above, plus 15% of any Sums Recovered in the \$20 million to \$25 million range.
 - e. If the Sums Recovered is an amount in excess of \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b), 5(c), and 5(d) above, plus 10% of any Sums Recovered in excess of \$25 million.
 - f. If the Lawsuit proceeds to trial and the court awards Client a monetary judgment and an attorneys' fee, and the attorneys' fee is greater than the percentage Attorneys would be entitled to under Section 5(a)-(e), then Attorneys will be entitled to the full attorneys' fee awarded by the Court.

NO ATTORNEYS' FEES SHALL BE PAID IF NO RECOVERY IS MADE.

6. **Advice Concerning Attorneys' Fee.** Client has been informed of the alternative of employing Attorneys on an hourly fee bases. This alternative would require the payment of a \$25,000 retainer at commencement of the representation, payment of costs as incurred, and payment of legal fees each month for legal services. In deciding to engage Attorneys on a contingency fee basis, Client has considered the risks involved in this case, the experience and reputation of Attorneys, and the uncertainty regarding the number of hours required to prosecute the case.

7. **Costs.** Attorneys will advance all “out-of-pocket” costs, fees, and expenses incurred by Attorneys in pursuing the Lawsuit (“Costs”). Notwithstanding the foregoing, Attorneys agree to notify and obtain Client’s consent before incurring Costs aggregating more than \$10,000 in any single month.

Client understands that Attorneys shall seek reimbursement from defendants for all Costs actually expended, but that there is no guarantee that Costs will be reimbursed by the defendants to Attorneys. Attorneys will be reimbursed for all Costs out of any settlement or recovery in addition to any Attorneys’ Fees they receive under Sections 5 or 8, as the case may be. Attorneys shall be reimbursed for Costs first, from any monies paid by a defendant on account of Cost reimbursement and, if such monies are insufficient, from any monies paid as part of the Sums Recovered.

Attorneys may, with Client’s prior consent which shall not unreasonably be withheld, hire any expert or consultant whose services Attorneys advises Client is necessary for the evaluation or prosecution of any of the claims within the scope of the Lawsuit.

8. **Withdrawal or Discharge.** Subject to Court rules and other applicable laws, Attorneys shall have the right to withdraw from representation of Client upon giving reasonable notice of the intention to withdraw. In the event of withdrawal of Attorneys or discharge of Attorneys by Client, Attorneys may seek reasonable fees for services rendered according to the terms of Section 5, above. Client shall have the right to discharge Attorneys at any time. If Client discharges Attorneys, Attorneys retain the right to seek reasonable fees for services rendered according to the terms of Section 5, above.
9. **Venue and Attorneys’ Fees.** The Parties agree that in the event any dispute should arise with respect to this Agreement, venue shall lie in Seattle, Washington. Further, the prevailing party in such an action shall be awarded reasonable costs and attorneys’ fees.
10. **Outcome.** Attorneys do not guarantee or represent a particular result in this Lawsuit. Client understands the risks associated with pursuing this Lawsuit.
11. **No Other Agreements.** Client has read this contract, has received a copy of it, and agrees to its terms and conditions. There are no oral or other agreements between Client and Attorneys. This Agreement when signed below by Client replaces any prior understandings or oral agreement between Client and Attorneys.
12. **Governing Law.** This Agreement and all aspects of the Parties’ relationship shall be construed under the laws of the State of Washington, without regard to choice of law principles.

13. **Other Provisions.** This Agreement may be executed in one or more counterparts and transmitted by mail, overnight delivery service, and/or email, each one of which shall constitute an original and all of which shall constitute one and the same document.

DATED: _____

CLIENT SIGNATURE

CLIENT NAME PRINTED

ACCEPTED: Keller Rohrback L.L.P.

By: _____

DATED: _____

4820-0681-9478, v. 1



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:35 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 Regular Business Meeting Minutes, June 11, 2019
- C. City Council Study Session Minutes, June 18, 2019
- D. City Council Regular Business Meeting Minutes, June 25, 2019
- E. Water and Sewer Telemetry Upgrade Professional Services Agreement - Public Works

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 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:

Consider approval of payroll and accounts payable.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Report to Council of Cash Disbursements 07-10-19.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: June 24, 2019 - July 08, 2019
CITY COUNCIL: June 25, 2019 - July 09, 2019

Last check from previous run: 350902 dated 06/12/19 issued to Ace Hardware in the amount of \$508.72.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	6/25/19	345	WA State DOR/Excise taxes - May 2019	9,601.45
ACH	6/25/19	346	COBI/Utility billing - May 2019	5,070.98
ACH	6/25/19	347	WA State DOL/Concealed weapon permits - June 2019	381.00
VOID	3/22/19	175	Norwest Marine/Lost check - retainage	N/A
Manual	6/26/19	350903	POL/AT&T Mobility/Wireless charges	159.94
Manual	6/26/19	350904	CenturyLink/Weaver PRV water telemetry	58.32
Manual	6/26/19	350905	LEGAL/Thomas Alpaugh/Public Defender services - June 2019	4,484.38
Manual	6/26/19	350906	Puget Sound Energy/Green Power contract - June 2019	903.43
Manual	6/26/19	350907	Puget Sound Energy/Citywide utilities - May through June 2019	53,037.55

Manual Checks and Electronic Disbursements	73,697.05

Regular Run	7/10/19	350908-351005	Regular Check Run	243,236.22
				316,933.27

Retainage Release	6/20/19	180	Norwest Marine/Linear moorage removal - check replacement	1,438.28
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by  Carrie Christianson, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.


Karl R. Shaw, Accounting Manager

7-3-2019
Date

EFT - May 2019
CO 6/26/19

06/26/2019 09:08 | CITY OF BAINBRIDGE ISLAND
cchristianson | A/P CASH DISBURSEMENTS JOURNAL

| P 1
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CASH ACCOUNT: 635 111100 CASH
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

345	06/25/2019	MANL	124 WA ST DEPT OF REVENU	232240	2019-05	06/25/2019	EFT0625	9,601.45
Invoice: 2019-05						MAY19 EXCISE TAXES		
91.26	91411341	553000			FINANCE - WATER	EXTRNL TAXES		
172.21	91421351	553000			FINANCE - SEWER -	EXTRNL TAXES		
5,731.98	91421351	553000			FINANCE - SEWER -	EXTRNL TAXES		
17.52	91421351	553000			FINANCE - SEWER -	EXTRNL TAXES		
4.24	91411341	553000			FINANCE - WATER	EXTRNL TAXES		
4.13	91411341	553000			FINANCE - WATER	EXTRNL TAXES		
3,357.60	91431383	553000			FINANCE - SSWM -	EXTRNL TAXES		
4,651.38	91411341	553000			FINANCE - WATER	EXTRNL TAXES		
685.53	91421351	553000			FINANCE - SEWER -	EXTRNL TAXES		
26.91	21011125	531100			COURT -	SUPPLIES		
20.70	51011211	531100			PD-C/E-ADM-	SUPPLIES		
20.70	51011211	531100			PD-C/E-ADM-	SUPPLIES		
2.88	51011211	53110000933			PD AWARDS GALA-	SUPPLIES		
20.70	53011212	531100			PD-C/E-PATROL	SUPPLIES		
69.77	53011212	53110000549			SUQ TRIBE IMPACT	MIT GRANT-SUP		
20.93	54025212	531100			MARINE -	SUPPLIES		
8.16	63470586	542450			PCD-PLANNING-COMM	OUTREACH		
14.62	63470586	544000			CUR-DEV-ZONING-ADV			
16.78	63470586	542450			PCD-PLANNING-COMM	OUTREACH		
.36	91011189	542500			GG-C/E-CITY HALL-	POSTAGE		
-5,336.91	91411341	553000			FINANCE - WATER	EXTRNL TAXES		

CHECK 345 TOTAL: 9,601.45

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 9,601.45

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	9,601.45

*** GRAND TOTAL *** 9,601.45

06/26/2019 09:08 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 6 322									
APP 402-213000						ACCOUNTS PAYABLE		6,607.24	
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			10,187.35
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		3,357.60	
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		182.95	
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		39.56	
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE			585.90
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH		585.90	
06/26/2019 EFT0625	EXCISE					AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								10,773.25	10,773.25
APP 631-130000						DUE TO/FROM CLEARING		9,601.45	
06/26/2019 EFT0625	EXCISE								
APP 402-130000						DUE TO/FROM CLEARING			6,607.24
06/26/2019 EFT0625	EXCISE								
APP 403-130000						DUE TO/FROM CLEARING			3,357.60
06/26/2019 EFT0625	EXCISE								
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			182.95
06/26/2019 EFT0625	EXCISE								
APP 407-130000						DUE TO/FROM CLEARING			39.56
06/26/2019 EFT0625	EXCISE								
APP 401-130000						DUE TO/FROM CLEARING		585.90	
06/26/2019 EFT0625	EXCISE								
SYSTEM GENERATED ENTRIES TOTAL								10,187.35	10,187.35
JOURNAL 2019/06/322 TOTAL								20,960.60	20,960.60

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cchristianson

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

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 6	322	06/26/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		182.95
001-213000			GENERAL - ACCOUNTS PAYABLE	182.95	
			FUND TOTAL	182.95	182.95
401 WATER OPERATING FUND	2019 6	322	06/26/2019		
401-130000			DUE TO/FROM CLEARING	585.90	
401-213000			ACCOUNTS PAYABLE		585.90
			FUND TOTAL	585.90	585.90
402 SEWER OPERATING FUND	2019 6	322	06/26/2019		
402-130000			DUE TO/FROM CLEARING		6,607.24
402-213000			ACCOUNTS PAYABLE	6,607.24	
			FUND TOTAL	6,607.24	6,607.24
403 STORM & SURFACE WATER FUND	2019 6	322	06/26/2019		
403-130000			DUE TO/FROM CLEARING		3,357.60
403-213000			ACCOUNTS PAYABLE	3,357.60	
			FUND TOTAL	3,357.60	3,357.60
407 BUILDING & DEVELOPMENT FUND	2019 6	322	06/26/2019		
407-130000			DUE TO/FROM CLEARING		39.56
407-213000			ACCOUNTS PAYABLE	39.56	
			FUND TOTAL	39.56	39.56
631 CLEARING FUND	2019 6	322	06/26/2019		
631-130000			DUE TO/FROM CLEARING	9,601.45	
635-111100			CASH	585.90	
635-111100			CASH		10,187.35
			FUND TOTAL	10,187.35	10,187.35

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		182.95
401	WATER OPERATING FUND		585.90
402	SEWER OPERATING FUND		6,607.24
403	STORM & SURFACE WATER FUND		3,357.60
407	BUILDING & DEVELOPMENT FUND		39.56
631	CLEARING FUND	9,601.45	
TOTAL		9,601.45	9,601.45

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

ACH - WB June 19

ca 6/26/19

06/26/2019 09:08 | 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

346	06/25/2019	MANL	103	CITY OF BAINBRIDGE I	232241	10717JUN19	06/01/2019	ACHUB06	36.69
Invoice: 10717JUN19					36.69	91011722 547500	1270 MADISON		
							GG-C/E-LIBRARY-COBI WTR/SWR		
Invoice: 10727JUN19					232242	10727JUN19	06/01/2019	ACHUB06	675.46
					675.46	91011722 547500	1270 MADISON		
							GG-C/E-LIBRARY-COBI WTR/SWR		
Invoice: 11015JUN19					232243	11015JUN19	06/01/2019	ACHUB06	3,087.04
					3,087.04	91425358 547500	1220 DONALD PL		
							GG-WWTP-WATER/SEWER		
Invoice: 11122JUN19					232244	11122JUN19	06/01/2019	ACHUB06	349.96
					349.96	91011215 547500	625 WINSLOW WAY		
							GG-C/E-PD-COBI WTR/SWR		
Invoice: 11762JUN19					232245	11762JUN19	06/01/2019	ACHUB06	21.54
					21.54	91011768 547500	WINSLOW WAY-DRINKING FOUNTAIN		
							GG-C/E-PARKS-WTR/SWR		
Invoice: 11805JUN19					232246	11805JUN19	06/01/2019	ACHUB06	31.89
					31.89	91011768 547500	HIGH SCHOOL & MADISON		
							GG-C/E-PARKS-WTR/SWR		
Invoice: 11806JUN19					232247	11806JUN19	06/01/2019	ACHUB06	17.24
					17.24	91011768 547500	MADISON & HIGH SCHOOL		
							GG-C/E-PARKS-WTR/SWR		
Invoice: 11982JUN19					232249	11982JUN19	06/01/2019	ACHUB06	466.42
					466.42	91011189 547500	280 MADISON AVE N		
							GG-C/E-CITY HALL-COBI WTR/SWR		
Invoice: 11983JUN19					232250	11983JUN19	06/01/2019	ACHUB06	270.25
					270.25	91011189 547500	280 MADISON AVE N		
							GG-C/E-CITY HALL-COBI WTR/SWR		
Invoice: 12754JUN19					232251	12754JUN19	06/01/2019	ACHUB06	114.49
					114.49	91011768 547500	WINSLOW WAY E		
							GG-C/E-PARKS-WTR/SWR		
								CHECK	346 TOTAL:
									5,070.98

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 5,070.98

	COUNT	AMOUNT
	-----	-----
TOTAL MANUAL CHECKS	1	5,070.98

*** GRAND TOTAL *** 5,070.98

06/26/2019 09:08 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 6 323									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			1,983.94	
06/26/2019 ACHUB06	UB				AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				5,070.98
06/26/2019 ACHUB06	UB				AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			3,087.04	
06/26/2019 ACHUB06	UB				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								5,070.98	5,070.98
APP 631-130000					DUE TO/FROM CLEARING			5,070.98	
06/26/2019 ACHUB06	UB								
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				1,983.94
06/26/2019 ACHUB06	UB								
APP 402-130000					DUE TO/FROM CLEARING				3,087.04
06/26/2019 ACHUB06	UB								
SYSTEM GENERATED ENTRIES TOTAL								5,070.98	5,070.98
JOURNAL 2019/06/323 TOTAL								10,141.96	10,141.96

06/26/2019 09:08
cchristianson

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 GENERAL FUND	2019	6	323	06/26/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		1,983.94
001-213000					GENERAL - ACCOUNTS PAYABLE	1,983.94	
					FUND TOTAL	1,983.94	1,983.94
402 SEWER OPERATING FUND	2019	6	323	06/26/2019			
402-130000					DUE TO/FROM CLEARING		3,087.04
402-213000					ACCOUNTS PAYABLE	3,087.04	
					FUND TOTAL	3,087.04	3,087.04
631 CLEARING FUND	2019	6	323	06/26/2019			
631-130000					DUE TO/FROM CLEARING	5,070.98	
635-111100					CASH		5,070.98
					FUND TOTAL	5,070.98	5,070.98

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,983.94
402	SEWER OPERATING FUND		3,087.04
631	CLEARING FUND	5,070.98	
	TOTAL	5,070.98	5,070.98

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

ACH- FA Jun 19

@ 6/26/19

06/26/2019 09:09 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcsndsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

347 06/25/2019 MANL 969 WA ST DEPT OF LICENS 232252 JUN19CPL 06/25/2019 ACHFA06 381.00
Invoice: JUN19CPL JUN 19 CPL TRANSMITTAL
381.00 41654860 586000 GUN PERMIT OUT

CHECK 347 TOTAL: 381.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 381.00

COUNT AMOUNT

TOTAL MANUAL CHECKS 1 381.00

*** GRAND TOTAL *** 381.00

JOURNAL ENTRIES TO BE CREATED
CLERK: cchristianson

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT							LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3						
2019 6 324										
APP 650-213000							ACCOUNTS PAYABLE		381.00	
06/26/2019 ACHFA06	FA						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100							CASH			381.00
06/26/2019 ACHFA06	FA						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									381.00	381.00
APP 631-130000							DUE TO/FROM CLEARING		381.00	
06/26/2019 ACHFA06	FA									
APP 650-130000							DUE TO/FROM CLEARING			381.00
06/26/2019 ACHFA06	FA									
SYSTEM GENERATED ENTRIES TOTAL									381.00	381.00
JOURNAL 2019/06/324 TOTAL									762.00	762.00

FUND	YEAR PER	JNL	EFF DATE		DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
631 CLEARING FUND	2019 6	324	06/26/2019			
631-130000				DUE TO/FROM CLEARING	381.00	
635-111100				CASH		381.00
				FUND TOTAL	381.00	381.00
650 AGENCY FUND	2019 6	324	06/26/2019			
650-130000				DUE TO/FROM CLEARING		381.00
650-213000				ACCOUNTS PAYABLE	381.00	
				FUND TOTAL	381.00	381.00

FUND		DUE TO	DUE FROM
631	CLEARING FUND	381.00	
650	AGENCY FUND		381.00
TOTAL		381.00	381.00

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

06/20/2019 10:59 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 628 111100 CASH-RETAINAGE
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO CHECK RUN

NET

INVOICE DTL DESC

175	03/22/2019	VOID	5403	NORWEST MARINE, LLC	230001	RETREL-247-B	03/22/2019	-1,438.28
Invoice: RETREL-247-B							RET REL LINEAR MOORAGE REMOVAL	
							RETAINAGE RELEASE	
							-1,438.28 41628860 586000	

CHECK 175 TOTAL: -1,438.28

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -1,438.28

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	1,438.28

*** GRAND TOTAL *** -1,438.28

Check was lost.
VOID for reissue.

VOID
KRS
6-20-19
@ 6/20/19

|P 1
|apcshdsb

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|P      2
|apcshdsb
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CLERK: cchristianson

238

06/20/2019 10:59
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
ACCOUNT						
622 EXPENDABLE TRUST FUND	2019 6	262	06/20/2019			
622-213000				ACCOUNTS PAYABLE		1,438.28
628-111100				CASH-RETAINAGE	1,438.28	
				FUND TOTAL	1,438.28	1,438.28

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



CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

**Affidavit
Lost, Missing, or Destroyed Check**

I, CHAD CROKER 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 175 dated 03/22/2019 made out to Norwest Marine, LLC in the amount of \$1,438.28 and that same has been lost, never received, or destroyed and has not been paid.

Signature



Printed Name

CHAD CROKER

Subscribed and sworn before me this 20th day of JUNE, 2019.

Notary Public in and for the State of: WASHINGTON

Residing in the City of: BREMERTON, WA



BH
BRIGHAM HUISH



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

Vendor
Number
5403

File
Date
03/22/2019

File
Number
00000175

1,438.28

One Thousand Four Hundred Thirty Eight Dollars and 28 cents *****

NORWEST MARINE, LLC
2824 NE SUNSET STREET
POULSBO WA 98370

FILE COPY
NON-NEGOTIABLE

VOID

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812

Page 1 of 1

File Number: 00000175

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
03/22/2019	RETREL-247-B	RET REL LINEAR MOORAGE REMOVAL	230001	1,438.28
VOID				
VOID				
				241
Vendor No.	Vendor Name	File No.	File Date	File Amount
5403	NORWEST MARINE, LLC	00000175	03/22/2019	1,438.28

MANUAL CHECK REQUEST

CITY OF BAINBRIDGE ISLAND
280 Madison Ave North
Bainbridge Island, WA 98110

ENTERED

1,438.28

Requestor Aaron Claiborne Check Amount: \$1,437.75 (plus applicable interest)

Today's Date: March 22, 2019 Date Check Needed: ASAP

Reason for request: Retainage release documentation just missed deadline

Vendor/Supplier #: 5403 - 2

Invoice #: na RETREL - 247 - B

Invoice Date: 3/22/2019

Description: Linear Moorage Removal-Ret Rls

Org: 73011757 / kw 41628860 kw

Object: 548100 586000 kw

PO#: 21800098

Project 00247

RET REL Linear Moorage

WHAT SHOULD A/P DO WITH THE CHECK? Removal

- ☒ MAIL CHECK
☐ HOLD CHECK AT FRONT DESK FOR
VENDOR PICK UP
☐ RETURN CHECK TO REQUESTOR
☐ OTHER INSTRUCTIONS (SPECIFY):

Copy to Pam Cienega

Vendor Name: Norwest Marine, LLC

Attention: Chad Croker

Vendor Address: _____

☒ 2824 NE Sunset Street

Poulsbo, WA 98370

Vendor Phone/Email: _____

A/P USE ONLY:

ISSUE DATE: _____

MAILED/SENT TO DATE: _____

NOTES: _____

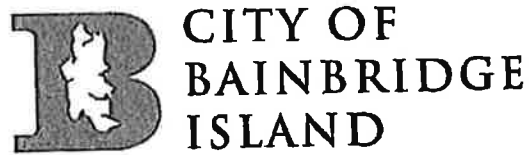
I, the undersigned, do hereby certify that the materials have been furnish, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, that that I am authorized to authenticate and certify to said claim.

Approving Authority

[Signature]

Date:

3/22/19



PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: Carrie Christianson, Accounts Payable
THRU: *AZ* Aaron Claiborne, Project Manager
FROM: Pamela Cienega
DATE: March 22, 2019
RE: Linear Moorage Removal Project
Authorization to Release Retained Funds

This project has been successfully completed and accepted by the City Manager on December 12, 2018. We request that you release retainage to Norwest Marine (Vendor No. 5403) in the amount of \$1,437.75 plus applicable interest (Purchase Order#21800098). Please provide a photocopy of the check for my records.

If you have any questions regarding this matter, please contact me or Pam at extension 3732.

$\$1,437.75$
Interest $.53$
Total \$ $1,438.28$ *cc*



City of Bainbridge Island
Department of Public Works

PROJECT ACCEPTANCE COVER MEMO

Project Name: Linear Moorage Removal Project	
Contractor: Norwest Marine	
Munis Project No.: 00247	Munis Contract No. 2180095
Prepared By: P Cienega	PO No: 21800097
Contract Awarded: 06/14/2018	PO Ret No: 21800098
Work Commenced: 09/27/2018	Work Completed: 10/19/2018

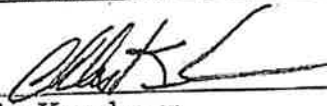
Summation of Project: Replacement of existing linear moorage buoys and other related items.

City Clerk Needs a Copy of Project Acceptance for Formal Posting (All projects greater than \$35,000 or formally bid)
☐ Y ☒ N Routed a copy of this acceptance to the City Clerk on _____

Project Budget	YTD Actual	Encumbrances	Available Budget
\$37,000.00	\$0.00	\$28,755.00	\$8,245.00

*Please note that the above "Actuals" do not include Salary, OT or Benefits	Original Contract Amount:	\$28,855.00
	Change Order Total:	-\$500.00
	Total:	\$28,755.00
	Tax:	Incl
	Contract/Total With Tax:	\$28,755.00
	Total of Contract Savings if under budget:	\$500.00

Operations Manager Review


Charles Krumheuer

Date

12/5/18

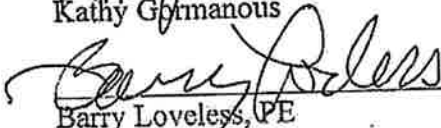
Administrative Review


Kathy Gormanous

Date

12/6/18

PW Director Review

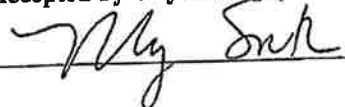

Barry Loveless, PE

Date

12/6/18

Project Accepted by City Manager

Date



12/12/18

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Affidavit of Wages Paid

Project Detail - Project Dashboard

Document Received Date: 3/4/2019	Intent Id: <u>926482</u>	Affidavit Id: 846020 Status: Approved on 3/8/2019

Company Details

Name	Norwest Marine LLC
Address	22155 Neat Ave NE Kingston, WA, 98346-9164
WA UBI no.	602470150
Contractor Registration no.	NORWEML8220Q
Industrial Insurance Account Id	60247015
Email Address	norwestmarinellc@gmail.com
Filed By	Crocker, Chad

Prime Contractor

Prime contractor name	Norwest Marine LLC
Prime contractor registration no.	
Prime contractor Phone Number	206-618-2705

Project Information

Awarding agency:	BAINBRIDGE ISLAND, CITY OF 280 MADISON AVENUE NORTH BAINBRIDGE ISLAND, WA - 98110-1812
Awarding agency contact:	Aaron Claiborne
Awarding agency contact phone number:	206-780-3585
Contract no.	
Project name	LMS Removal
Project Description	

Dollar amount of your contract: \$ 28,000.00
Bid due date 4/4/2018
Contract award date 4/11/2018
Job site address/directions: Eagle Harbor Bainbridge Island, WA

Payment Details

Check Number:

Transaction Id:

Project Details

County where work was performed Kitsap
City where work was performed Bainbridge Island
Prime contractor Intent form Id# for this project 926482
Intent filed date 8/17/2018
Job start date:MM-DD-YYYY 9/27/2018
Date work completed:MM-DD-YYYY 9/27/2018

Project Completion

Did your company hire any subcontractors? Yes

Did your company have employees perform work on this project? No

Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

Company Name	UBI	License#
THOMPSON PILEDIVING CO INC	600496525	THOMPP172Q8

Journeylevel Wages**Apprentice Wages**

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Affidavit of Wages Paid

Project Detail - Project Dashboard

Document Received Date: 3/11/2019 Intent Id: 935688 Affidavit Id: 847444 Status: Approved on 3/11/2019

Company Details

Name THOMPSON PILEDRIVING CO INC
Address PO BOX 2210
PORT ORCHARD, WA, 98366
600496525
WA UBI no. THOMPPI172Q8
Contractor Registration no. 37952000
Industrial Insurance Account Id seasonscreek@comcast.net
Email Address Johnson, Peri
Filed By

Prime Contractor

Prime contractor name Norwest Marine LLC
Prime contractor registration no. 206-618-2705
Prime contractor Phone Number

Project Information

Awarding agency: BAINBRIDGE ISLAND, CITY OF
280 MADISON AVENUE NORTH BAINBRIDGE ISLAND, WA - 98110-1812

Awarding agency contact: Aaron Claiborne
Awarding agency contact phone number: 206-780-3585

Contract no. LMS Removal
Project name

Project Description
Dollar amount of your contract: \$ 5,928.00
Bid due date 4/4/2018
Contract award date 4/11/2018
Job site address/directions: Eagle Harbor Bainbridge Island, WA

Hiring Contractor

Company Name Norwest Marine LLC
Contractor Registration No.
WA UBI Number 602470150

Payment Details

Check Number:
Transaction Id: 106784192

Project Details

County where work was performed Kitsap
City where work was performed Bainbridge Island
Prime contractor Intent form Id# for this project 926482

Intent filed date 9/26/2018
Job start date:MM-DD-YYYY 9/27/2018
Date work completed:MM-DD-YYYY 9/27/2018

Project Completion

Did your company hire any subcontractors? No
Did your company have employees perform work on this project? Yes
Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 1

First Name	Last Name	Trade
Eric	Breske	Pile Driver

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
Kitsap	Laborers	General Laborer	46.57	0.00	1	8.00

Apprentice Wages

Public Notes

☐ Show/Hide Existing Notes

No note exists

Manual
cc 6/26/19

06/26/2019 08:32 |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										
350903	06/26/2019	PRTD	6420 AT&T MOBILITY	232232	287287004732X062019	06/11/2019		M062419	159.94	
Invoice: 287287004732X062019						POL/WIRELESS CHARGES				
				159.94	91011215 542100	GG-C/E-PD-PHONE				
						CHECK	350903	TOTAL:	159.94	
350904	06/26/2019	PRTD	551 CENTURYLINK	232233	6124JUN19	06/16/2019		M062419	58.32	
Invoice: 6124JUN19						WEAVER PRV WATER TELEM				
				58.32	91411891 542100	GG-WTR-FAC-PHONE				
						CHECK	350904	TOTAL:	58.32	
350905	06/26/2019	PRTD	7849 LAW OFFICE OF THOMAS	232235	JUN19	06/13/2019		M062419	4,484.38	
Invoice: JUN19						LEGAL/JUN 19 PUB DEF SVCS				
				4,484.38	32011281 541113	LGL-PUBLIC DEFENDER				
						CHECK	350905	TOTAL:	4,484.38	
350906	06/26/2019	PRTD	1205 PUGET SOUND ENERGY	232234	4376JUN19	06/18/2019		M062419	903.43	
Invoice: 4376JUN19						JUN 19 - GREEN POWER CONTRACT				
				903.43	91011189 547101	ELECTRIC-GREEN POWER				
						CHECK	350906	TOTAL:	903.43	
350907	06/26/2019	PRTD	1205 PUGET SOUND ENERGY	231271	828APR19	05/02/2019		M062419	149.99	
Invoice: 828APR19						TAYLOR WELLS LID17 PH1				
				149.99	91415345 547100	GG-ROCKAWAY BCH-UTILITIES				
			Invoice: IL3APR19			05/02/2019		M062419	29.87	
				29.87	91111263 547100	ROUNDABOUT HS/MAD IMPR				
						GG-STRT-STREET LIGHTING-UTIL				
			Invoice: 647APR19			05/02/2019		M062419	45.47	
				45.47	91111263 547100	ST LIGHTS/TRAFFIC CONTR				
						GG-STRT-STREET LIGHTING-UTIL				
			Invoice: IL9APR19			05/02/2019		M062419	108.31	
				108.31	91111263 547100	MADISON AVE S				
						GG-STRT-STREET LIGHTING-UTIL				
			Invoice: 285APR19			05/02/2019		M062419	199.32	
				199.32	91421355 547100	SPS NORTHTOWN/SPORTSMAN				
						GG-SWR-ELECTRIC				
			Invoice: 735APR19			05/02/2019		M062419	54.05	
				54.05	91011768 547100	SHANNON DR/WFP DOCK				
						GG-C/E-PARKS-ELECTRIC				

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 182APR19	231277	182APR19	05/02/2019	M062419	61.31
	61.31	91011255 547100	MUNI COURT-METER E6		
			GG-C/E-COURT BLDG-ELECTRIC		
Invoice: 058APR19	231278	058APR19	05/02/2019	M062419	41.43
	41.43	91011897 547100	NE HIDDEN COVE SHOP		
			GG-C/E-O&M YARD FAC-ELECTRIC		
Invoice: 973APR19	231279	973APR19	05/02/2019	M062419	119.02
	119.02	91415345 547100	OC RESERVOIR LID17 PH2		
			GG-ROCKAWAY BCH-UTILITIES		
Invoice: 558APR19	231280	558APR19	05/02/2019	M062419	2,734.59
	2,734.59	91011897 547100	7315 NE HIDDEN COVE RD		
			GG-C/E-O&M YARD FAC-ELECTRIC		
Invoice: 336APR19	231281	336APR19	05/02/2019	M062419	139.43
	139.43	91421355 547100	SLS-9 ISLAND TERRACE		
			GG-SWR-ELECTRIC		
Invoice: IL11APR19	231282	IL11APR19	05/02/2019	M062419	21.05
	21.05	91111263 547100	ST LIGHTS WW MAD TO 305		
			GG-STRT-STREET LIGHTING-UTIL		
Invoice: 520-330APR19	231283	520-330APR19	05/02/2019	M062419	53.43
	53.43	91011768 547100	210 WINSLOW WAY E IRRIGATION		
			GG-C/E-PARKS-ELECTRIC		
Invoice: 823APR19	231284	823APR19	05/02/2019	M062419	10.42
	10.42	91011768 547100	BRIAN DR N/BOOTH EL PANEL		
			GG-C/E-PARKS-ELECTRIC		
Invoice: 682-B-APR19	231285	682-B-APR19	05/02/2019	M062419	28.74
	28.74	91111263 547100	MUNI PARKING LOT-MAD/MADRONA		
			GG-STRT-STREET LIGHTING-UTIL		
Invoice: 736APR19	231286	736APR19	05/02/2019	M062419	85.44
	85.44	91011768 547100	SHANNON DR/WFP RESTROOM		
			GG-C/E-PARKS-ELECTRIC		
Invoice: 040-581APR19	231287	040-581APR19	05/02/2019	M062419	134.98
	134.98	91421355 547100	3900 HALLS HILL RD PUMP		
			GG-SWR-ELECTRIC		
Invoice: 884APR19	231288	884APR19	05/02/2019	M062419	120.47
	120.47	91421355 547100	SLS FERRY TERMINAL		
			GG-SWR-ELECTRIC		
Invoice: 111APR19	231289	111APR19	05/02/2019	M062419	410.41
	410.41	91011215 547100	POL STATION METER 2		
			GG-C/E-PD-ELECTRIC		

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

				231290	717APR19	05/02/2019	M062419	252.37
Invoice: 717APR19						POL STATION METER 1		
				252.37	91011215 547100	GG-C/E-PD-ELECTRIC		
				231291	520-374APR19	05/02/2019	M062419	56.01
Invoice: 520-374APR19						SIGNAL @ 108 OLYMPIC DR SE		
				56.01	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY		
				231292	520-136APR19	05/02/2019	M062419	2,406.01
Invoice: 520-136APR19						HOB BOOSTER PUMP/WELL		
				2,406.01	91411345 547100	GG-WTR-ELECTRIC		
				231293	IL5APR19	05/02/2019	M062419	100.30
Invoice: IL5APR19						COMMODORE OFF HS @ OLY		
				100.30	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
				231294	021APR19	05/02/2019	M062419	89.70
Invoice: 021APR19						SLS-3 TREATMENT PLANT		
				89.70	91421355 547100	GG-SWR-ELECTRIC		
				231295	291APR19	05/02/2019	M062419	14.37
Invoice: 291APR19						HEAD OF BAY WELL FIELD		
				14.37	91411345 547100	GG-WTR-ELECTRIC		
				231296	031APR19	05/02/2019	M062419	124.92
Invoice: 031APR19						SLS-6 LOVELL LOWER		
				124.92	91421355 547100	GG-SWR-ELECTRIC		
				231297	IL12APR19	05/02/2019	M062419	73.89
Invoice: IL12APR19						ST LIGHTS WW 305-FERNCLIFF		
				73.89	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
				231298	573APR19	05/02/2019	M062419	12.50
Invoice: 573APR19						COMMODORE/HS RESERVOIR		
				12.50	91411345 547100	GG-WTR-ELECTRIC		
				231299	040-714APR19	05/02/2019	M062419	10.42
Invoice: 040-714APR19						7095 NE TWIN PONDS RD		
				10.42	91021182 547100	GG-OS-PROP MNGT-ELECTRIC		
				231300	206APR19	05/02/2019	M062419	399.52
Invoice: 206APR19						4586 POINT WHITE DR		
				399.52	91421355 547100	GG-SWR-ELECTRIC		
				231301	259APR19	05/02/2019	M062419	325.95
Invoice: 259APR19						SLS-8 HWY 305/HARBORVIEW		
				325.95	91421355 547100	GG-SWR-ELECTRIC		
				231302	636APR19	05/02/2019	M062419	89.70
Invoice: 636APR19						SLS-7 WING PT WAY		
				89.70	91421355 547100	GG-SWR-ELECTRIC		

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| P      4
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

	231303	888APR19	05/02/2019	M062419	221.28
Invoice: 888APR19			NE HS RD PUMP		
	221.28	91411345 547100	GG-WTR-ELECTRIC		
	231304	658APR19	05/02/2019	M062419	59.01
Invoice: 658APR19			SLS-4 IRENE/LOWER HAWLEY		
	59.01	91421355 547100	GG-SWR-ELECTRIC		
	231305	520-298APR19	05/02/2019	M062419	249.27
Invoice: 520-298APR19			SLS-5 WW/SUNDAY COVE		
	249.27	91421355 547100	GG-SWR-ELECTRIC		
	231306	640APR19	05/02/2019	M062419	14.15
Invoice: 640APR19			BRIAN DR S/BOOTH EL PANEL		
	14.15	91011768 547100	GG-C/E-PARKS-ELECTRIC		
	231307	983APR19	05/02/2019	M062419	11.48
Invoice: 983APR19			MILLER RD NE BEACON		
	11.48	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY		
	231308	067APR19	05/02/2019	M062419	10.42
Invoice: 067APR19			MADISON PARKING LOT		
	10.42	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231309	IL7APR19	05/02/2019	M062419	74.48
Invoice: IL7APR19			MADISON PRJ HS TO WINSLOW II		
	74.48	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231310	466APR19	05/02/2019	M062419	11.46
Invoice: 466APR19			MADISON/HS RAINBRINGER		
	11.46	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY		
	231312	093APR19	05/02/2019	M062419	2,919.92
Invoice: 093APR19			FLETCHER BAY WELL FIELD		
	2,919.92	91411345 547100	GG-WTR-ELECTRIC		
	231313	444APR19	05/02/2019	M062419	590.69
Invoice: 444APR19			BI COMMONS		
	590.69	91011755 547100	GG-C/E-COMMONS-ELECTRIC		
	231314	461APR19	05/02/2019	M062419	5,971.02
Invoice: 461APR19			WWTP		
	5,971.02	91425358 547100	GG-WWTP-ELECTRIC		
	231315	WW&305APR19	05/02/2019	M062419	512.18
Invoice: WW&305APR19			WINSLOW WAY & 305		
	512.18	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY		
	231316	831APR19	05/02/2019	M062419	3,047.37
Invoice: 831APR19			SANCE AVE NE WELL FIELD		
	3,047.37	91411345 547100	GG-WTR-ELECTRIC		


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| P          5
| apcshdsb
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

	231317	797APR19	05/02/2019	M062419	183.47
Invoice: 797APR19			MUNI CRT - METER E3		
	183.47	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC		
	231318	247APR19	05/02/2019	M062419	33.57
Invoice: 247APR19			SSWM/DECANT FACILITY		
	33.57	91435838 547100	GG-DECANT-ELECTRIC		
	231319	143APR19	05/02/2019	M062419	10.42
Invoice: 143APR19			REITAN RD/WELCOME TO BI		
	10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY		
	231320	IL1APR19	05/02/2019	M062419	218.24
Invoice: IL1APR19			ERKSN/MDSN/WW/KNTCHL		
	218.24	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231321	710APR19	05/02/2019	M062419	263.79
Invoice: 710APR19			SLS-2 WILLAGE CENTER		
	263.79	91421355 547100	GG-SWR-ELECTRIC		
	231322	893APR19	05/02/2019	M062419	697.70
Invoice: 893APR19			MUNI ST LKIGHTIN		
	697.70	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231323	040-751APR19	05/02/2019	M062419	10.74
Invoice: 040-751APR19			520 ERICKSEN AVE PRV		
	10.74	91411345 547100	GG-WTR-ELECTRIC		
	231324	SPRINGAPR19	05/02/2019	M062419	51.40
Invoice: SPRINGAPR19			SPRINGRIDGE RD/HANSEN HILL		
	51.40	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231325	LYNCTRAPR19	05/02/2019	M062419	84.57
Invoice: LYNCTRAPR19			4238 LYNWOOD CTR RD		
	84.57	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231326	BKLYN&MADAPR19	05/02/2019	M062419	13.80
Invoice: BKLYN&MADAPR19			NEW BKLYN & MAD AVE ST LIGHT		
	13.80	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231327	2360-MADAPR19	05/02/2019	M062419	13.80
Invoice: 2360-MADAPR19			2360 MAD AVE N		
	13.80	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231328	MAD&ORDAPR19	05/02/2019	M062419	13.80
Invoice: MAD&ORDAPR19			MADISON AVE & ORDWAY CROSS ST		
	13.80	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		
	231329	BKLYN&NTOWNAPR19	05/02/2019	M062419	13.80
Invoice: BKLYN&NTOWNAPR19			NB & NTOWN ST LIGHT		
	13.80	91111263 547100	GG-STRT-STREET LIGHTING-UTIL		

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
 cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 6
 |apcsdhsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: WING&AZALEAAPR19				231330	WING&AZALEAAPR19	05/02/2019		M062419	11.36
						WING PT & AZALEA ST LIGHT			
				11.36	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: W.OFMAD-PH1APR19				231331	W.OFMAD-PH1APR19	05/02/2019		M062419	944.46
						W. OF MAD-BAINBRIDGE CO			
				944.46	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: E.OFMAD-PH2APR19				231332	E.OFMAD-PH2APR19	05/02/2019		M062419	1,874.23
						E/ OF MADISON BAINBRIDGE CO PH2			
				1,874.23	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&H.S.APR19				231334	MAD&H.S.APR19	05/02/2019		M062419	43.81
						MADISON AVE/H.S. AVE ST LT			
				43.81	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 2681APR19				231336	2681APR19	05/02/2019		M062419	10.42
						BJUNE WFP BOOTH EL PANEL-4			
				10.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 2996APR19				231337	2996APR19	05/02/2019		M062419	17.68
						965 WEAVER RS NW			
				17.68	91411345 547100	GG-WTR-ELECTRIC			
Invoice: 3010APR19				231338	3010APR19	05/02/2019		M062419	10.42
						BJUNE WFP BOOTH EL PANEL - 3			
				10.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 3028APR19				231339	3028APR19	05/02/2019		M062419	11.78
						BJUNE WFP BOOTH EL PANEL-2			
				11.78	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 3044APR19				231340	3044APR19	05/02/2019		M062419	10.42
						278 WW E KIOSK			
				10.42	91011739 547100	COMM EVENTS-ELECTRICITY			
Invoice: 3051APR19				231341	3051APR19	05/02/2019		M062419	10.84
						BJUNE WFP BOOTH EL PANEL-1			
				10.84	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 828MAY19				232253	828MAY19	06/03/2019		M062419	184.40
						TAYLOR WELLS LID17 PH1			
				184.40	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
Invoice: ILMAY19				232254	ILMAY19	06/03/2019		M062419	29.87
						ROUNDAABOUT HS/MADISON IMPR			
				29.87	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 647MAY19				232255	647MAY19	06/03/2019		M062419	44.46
						ST LIGHT/TRAFFIC CONTROL			
				44.46	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC									
Invoice: IL9MAY19									
				232256	IL9MAY19	06/03/2019		M062419	108.29
						MADISON AVE S			
				108.29	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 285MAY19									
				232257	285MAY19	06/03/2019		M062419	197.53
						SPS NORTHTOWN/SPORTSMAN			
				197.53	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 735MAY19									
				232258	735MAY19	06/03/2019		M062419	52.96
						SHANNON DR/WFP DOCK			
				52.96	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 182MAY19									
				232259	182MAY19	06/03/2019		M062419	60.21
						MUNI COURT - METER E6			
				60.21	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 058MAY19									
				232260	058MAY19	06/03/2019		M062419	33.21
						NE HIDDEN COVE-SHOP			
				33.21	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 973MAY19									
				232261	973MAY19	06/03/2019		M062419	74.61
						OC RESERVOIR LID17 PH2			
				74.61	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
Invoice: 558MAY19									
				232262	558MAY19	06/03/2019		M062419	2,076.62
						7315 NE HIDDEN COVE RD			
				2,076.62	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 336MAY19									
				232263	336MAY19	06/03/2019		M062419	135.33
						SLS-9 ISLAND TERRACE			
				135.33	91421355 547100	GG-SWR-ELECTRIC			
Invoice: IL11MAY19									
				232264	IL11MAY19	06/03/2019		M062419	21.04
						STREET LIGHTS WW MAD TO 305			
				21.04	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330MAY19									
				232265	520-330MAY19	06/03/2019		M062419	54.88
						210 WINSLOW WAY E IRRIGATION			
				54.88	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 723MAY19									
				232266	723MAY19	06/03/2019		M062419	10.42
						BRIEN DR N/BOOTH EL PANEL			
				10.42	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 682-B-MAY19									
				232267	682-B-MAY19	06/03/2019		M062419	28.24
						MUNI PARKING LOT-MADISON/MADRONA			
				28.24	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 736MAY19									
				232268	736MAY19	06/03/2019		M062419	79.87
						SHANNON DR/WFP RESTROOM			
				79.87	91011768 547100	GG-C/E-PARKS-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC									
Invoice: 040-581MAY19									
	232269	040-581MAY19		06/03/2019	M062419				127.26
			3900 HALLS HILL RD PUMP						
	127.26	91421355 547100	GG-SWR-ELECTRIC						
Invoice: 884MAY19									
	232270	884MAY19		06/03/2019	M062419				137.55
			SLS FERRY TERMINAL-692 KCLICKITAT PL						
	137.55	91421355 547100	GG-SWR-ELECTRIC						
Invoice: 111MAY19									
	232271	111MAY19		06/03/2019	M062419				368.73
			POLICE STATION-METER 2						
	368.73	91011215 547100	GG-C/E-PD-ELECTRIC						
Invoice: 717MAY19									
	232272	717MAY19		06/03/2019	M062419				206.89
			POLICE STATION METER 1						
	206.89	91011215 547100	GG-C/E-PD-ELECTRIC						
Invoice: 520-374MAY19									
	232273	520-374MAY19		06/03/2019	M062419				56.78
			SIGNAL @ 108 OLYMPIC DR SE						
	56.78	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY						
Invoice: 520-136MAY19									
	232274	520-136MAY19		06/03/2019	M062419				2,385.79
			HOB BOOSTER PUMP/WELL-7920 WYATT WAY						
	2,385.79	91411345 547100	GG-WTR-ELECTRIC						
Invoice: IL5MAY19									
	232275	IL5MAY19		06/03/2019	M062419				100.24
			COMMODORE OFF HS @ OLYMPIC						
	100.24	91111263 547100	GG-STRT-STREET LIGHTING-UTIL						
Invoice: 021MAY19									
	232276	021MAY19		06/03/2019	M062419				95.03
			SLS-3 TREATMENT PLANT						
	95.03	91421355 547100	GG-SWR-ELECTRIC						
Invoice: 291MAY19									
	232277	291MAY19		06/03/2019	M062419				14.35
			HEAD OF BAY WELL FIELD						
	14.35	91411345 547100	GG-WTR-ELECTRIC						
Invoice: 031MAY19									
	232278	031MAY19		06/03/2019	M062419				148.43
			SLS-6 LOVELL LOWER						
	148.43	91421355 547100	GG-SWR-ELECTRIC						
Invoice: IL12MAY19									
	232279	IL12MAY19		06/03/2019	M062419				73.87
			ST LIGHTS WW 305-FERNCLIFF						
	73.87	91111263 547100	GG-STRT-STREET LIGHTING-UTIL						
Invoice: 573MAY19									
	232280	573MAY19		06/03/2019	M062419				14.45
			COMMODORE/HS RESERVOIR						
	14.45	91411345 547100	GG-WTR-ELECTRIC						
Invoice: 040-714MAY19									
	232281	040-714MAY19		06/03/2019	M062419				10.42
			7095 NE TWIN PONDS RD						
	10.42	91021182 547100	GG-OS-PROP MNGT-ELECTRIC						

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 9
|apcshdsb

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 206MAY19	232282	206MAY19	06/03/2019	M062419	419.54
	419.54	91421355 547100	4586 POINT WHITE DR NE		
			GG-SWR-ELECTRIC		
Invoice: 256MAY19	232283	256MAY19	06/03/2019	M062419	348.01
	348.01	91421355 547100	SLS-8 HWY 305/HARBORVIEW		
			GG-SWR-ELECTRIC		
Invoice: 636MAY19	232284	636MAY19	06/03/2019	M062419	95.03
	95.03	91421355 547100	SLS-7 WING POINT WAY		
			GG-SWR-ELECTRIC		
Invoice: 888MAY19	232285	888MAY19	06/03/2019	M062419	219.99
	219.99	91411345 547100	NE HIGH SCHOOL RD PUMP		
			GG-WTR-ELECTRIC		
Invoice: 658MAY19	232286	658MAY19	06/03/2019	M062419	54.80
	54.80	91421355 547100	SLS-4 IRENE/LOWER HAWLEY		
			GG-SWR-ELECTRIC		
Invoice: 520-298MAY19	232287	520-298MAY19	06/03/2019	M062419	267.37
	267.37	91421355 547100	SLS-5 WW/SUNDAY COVE		
			GG-SWR-ELECTRIC		
Invoice: 640MAY19	232288	640MAY19	06/03/2019	M062419	13.84
	13.84	91011768 547100	BRIEN DR S/BOOTH EL PANEL		
			GG-C/E-PARKS-ELECTRIC		
Invoice: 983MAY19	232289	983MAY19	06/03/2019	M062419	11.43
	11.43	91111264 547100	MILLER RD NE BEACON		
			GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 067MAY19	232290	067MAY19	06/03/2019	M062419	10.42
	10.42	91111263 547100	MADISON PARKING LOT		
			GG-STRT-STREET LIGHTING-UTIL		
Invoice: IL7MAY19	232291	IL7MAY19	06/03/2019	M062419	74.43
	74.43	91111263 547100	MADISON PRJ HS TO WINSLOW II		
			GG-STRT-STREET LIGHTING-UTIL		
Invoice: 466MAY19	232292	466MAY19	06/03/2019	M062419	10.42
	10.42	91111264 547100	MADISON/HS RAINBRINGER		
			GG-STREET-TRAF CONTROL-UTILITY		
Invoice: 093MAY19	232293	093MAY19	06/03/2019	M062419	2,417.43
	2,417.43	91411345 547100	FLETCHER BAY WELL FIELD		
			GG-WTR-ELECTRIC		
Invoice: 444MAY19	232294	444MAY19	06/03/2019	M062419	550.62
	550.62	91011755 547100	BI COMMONS - 402 BJUNE		
			GG-C/E-COMMONS-ELECTRIC		

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
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|P 10
 |apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
Invoice: 461MAY19				232295	461MAY19	06/03/2019		M062419	6,509.95
						WWTP-1220 DONALD PL			
				6,509.95	91425358 547100	GG-WWTP-ELECTRIC			
Invoice: WW&305MAY19				232296	WW&305MAY19	06/03/2019		M062419	512.16
						WINSLOW WAY & 305			
				512.16	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 831MAY19				232297	831MAY19	06/03/2019		M062419	2,957.69
						SANDS AVE NE WELL FIELD			
				2,957.69	91411345 547100	GG-WTR-ELECTRIC			
Invoice: 797MAY19				232298	797MAY19	06/03/2019		M062419	162.00
						MUNI COURT METER E3			
				162.00	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 247MAY19				232299	247MAY19	06/03/2019		M062419	20.69
						SSWM/DECANT FACILITY			
				20.69	91435838 547100	GG-DECANT-ELECTRIC			
Invoice: 143MAY19				232300	143MAY19	06/03/2019		M062419	10.42
						REITAN ROAD/WELCOME TO BI			
				10.42	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: IL1MAY19				232301	IL1MAY19	06/03/2019		M062419	218.19
						ERKSN/MDSN/WNSLW/KNCHTL			
				218.19	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 710MAY19				232302	710MAY19	06/03/2019		M062419	270.39
						SLS-2 VILLAGE CENTER			
				270.39	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 893MAY19				232303	893MAY19	06/03/2019		M062419	697.32
						MUNI ST LIGHTING			
				697.32	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 040-751MAY19				232304	040-751MAY19	06/03/2019		M062419	10.82
						520 ERICKSEN AVE PRV			
				10.82	91411345 547100	GG-WTR-ELECTRIC			
Invoice: SPRINGMAY19				232305	SPRINGMAY19	06/03/2019		M062419	51.39
						SPRINGRIDGE RD/HANSEN HILL			
				51.39	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: LYNCTRMAY19				232306	LYNCTRMAY19	06/03/2019		M062419	84.56
						4238 LYNWOOD CTR RD, BLOSSOM HILL			
				84.56	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: BKLYN&MADMAY19				232307	BKLYN&MADMAY19	06/03/2019		M062419	13.71
						NEW BROOKLYN & MAD AVE ST LIGHT			
				13.71	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcsdhsb

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

			232309	2360-MADMAY19	06/03/2019	M062419	13.71
Invoice: 2360-MADMAY19					2360 MAD AVE N - E. ENTRANCE ST LT		
	13.71	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232310	MAD&ORDMAY19	06/03/2019	M062419	13.71
Invoice: MAD&ORDMAY19					MAD AVE N,ORDWAY CROSS ST LT		
	13.71	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232311	BKLYN&NTOWNMAY19	06/03/2019	M062419	13.71
Invoice: BKLYN&NTOWNMAY19					N BROOKLYN & N TOWN ST LT		
	13.71	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232312	WING&AZALEAMAY19	06/03/2019	M062419	11.30
Invoice: WING&AZALEAMAY19					WING POINT & AZALEA ST LT		
	11.30	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232313	W.OFMAD-PH1MAY19	06/03/2019	M062419	924.62
Invoice: W.OFMAD-PH1MAY19					W. OF MAD-BAINBRIDGE CO PH1		
	924.62	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232314	E.OFMAD-PH2MAY19	06/03/2019	M062419	1,835.61
Invoice: E.OFMAD-PH2MAY19					E. OF MAD-BAINBRIDGE CO PH2		
	1,835.61	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232315	MAD&H.S.MAY19	06/03/2019	M062419	43.57
Invoice: MAD&H.S.MAY19					MADISON AVE/H.S. AVE ST LT		
	43.57	91111263	547100		GG-STRT-STREET LIGHTING-UTIL		
			232316	2665MAY19	06/03/2019	M062419	398.92
Invoice: 2665MAY19					301 SHANNON DR - WFP		
	398.92	91011768	547100		GG-C/E-PARKS-ELECTRIC		
			232317	2681MAY19	06/03/2019	M062419	10.42
Invoice: 2681MAY19					BJUNE WTRFRT PK BOOTH EL PANEL #4		
	10.42	91011768	547100		GG-C/E-PARKS-ELECTRIC		
			232318	2996MAY19	06/03/2019	M062419	16.48
Invoice: 2996MAY19					965 WEAVER RD NW		
	16.48	91411345	547100		GG-WTR-ELECTRIC		
			232319	3010MAY19	06/03/2019	M062419	10.42
Invoice: 3010MAY19					BJUNE WTRFRT PK BOOTH EL PANEL #3		
	10.42	91011768	547100		GG-C/E-PARKS-ELECTRIC		
			232320	3028MAY19	06/03/2019	M062419	11.73
Invoice: 3028MAY19					BJUNE WTRFRT PK BOOTH EL PANEL #2		
	11.73	91011768	547100		GG-C/E-PARKS-ELECTRIC		
			232321	3044MAY19	06/03/2019	M062419	10.42
Invoice: 3044MAY19					278 WINSLOW WAY E KIOSK		
	10.42	91011739	547100		COMM EVENTS-ELECTRICITY		

CASH ACCOUNT: 635111100CASH

CHECK NOCHK DATETYPE VENDOR NAMEVOUCHERINVOICEINV DATEPOCHECK RUNNET

INVOICE DTL DESC									
Invoice: 3051MAY19		232322	3051MAY19	06/03/2019	M062419	10.92			
		10.92	91011768 547100	BJUNE WTRFRT PK BOOTH EL PANEL #1					
				GG-C/E-PARKS-ELECTRIC					
Invoice: FEE		232323	FEE	06/03/2019	M062419	17.02			
		17.02	41011141 549900	RETURNED CHECK FEE					
				FIN-C/E-MISC EXP					
						CHECK	350907 TOTAL:	53,037.55	
NUMBER OF CHECKS						5	*** CASH ACCOUNT TOTAL ***		58,643.62
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						5	58,643.62		
						*** GRAND TOTAL ***		58,643.62	

06/26/2019 08:32 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 13
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR	PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 6 321										
APP 001-213000						GENERAL - ACCOUNTS PAYABLE			14,254.33	
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100						CASH				58,643.62
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000						ACCOUNTS PAYABLE			17,273.21	
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000						STREETS - ACCOUNTS PAYABLE			10,088.52	
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000						ACCOUNTS PAYABLE			16,973.30	
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000						ACCOUNTS PAYABLE			54.26	
	06/26/2019	M062419	062619			AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL									58,643.62	58,643.62
APP 631-130000						DUE TO/FROM CLEARING			58,643.62	
	06/26/2019	M062419	062619							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING				14,254.33
	06/26/2019	M062419	062619							
APP 401-130000						DUE TO/FROM CLEARING				17,273.21
	06/26/2019	M062419	062619							
APP 101-130000						STREETS - DUE TO/FROM CLEARING				10,088.52
	06/26/2019	M062419	062619							
APP 402-130000						DUE TO/FROM CLEARING				16,973.30
	06/26/2019	M062419	062619							
APP 403-130000						DUE TO/FROM CLEARING				54.26
	06/26/2019	M062419	062619							
SYSTEM GENERATED ENTRIES TOTAL									58,643.62	58,643.62
JOURNAL 2019/06/321 TOTAL									117,287.24	117,287.24

06/26/2019 08:32
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 14
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019	6	321	06/26/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		14,254.33
001-213000				GENERAL - ACCOUNTS PAYABLE	14,254.33	
				FUND TOTAL	14,254.33	14,254.33
101 STREET FUND	2019	6	321	06/26/2019		
101-130000				STREETS - DUE TO/FROM CLEARING		10,088.52
101-213000				STREETS - ACCOUNTS PAYABLE	10,088.52	
				FUND TOTAL	10,088.52	10,088.52
401 WATER OPERATING FUND	2019	6	321	06/26/2019		
401-130000				DUE TO/FROM CLEARING		17,273.21
401-213000				ACCOUNTS PAYABLE	17,273.21	
				FUND TOTAL	17,273.21	17,273.21
402 SEWER OPERATING FUND	2019	6	321	06/26/2019		
402-130000				DUE TO/FROM CLEARING		16,973.30
402-213000				ACCOUNTS PAYABLE	16,973.30	
				FUND TOTAL	16,973.30	16,973.30
403 STORM & SURFACE WATER FUND	2019	6	321	06/26/2019		
403-130000				DUE TO/FROM CLEARING		54.26
403-213000				ACCOUNTS PAYABLE	54.26	
				FUND TOTAL	54.26	54.26
631 CLEARING FUND	2019	6	321	06/26/2019		
631-130000				DUE TO/FROM CLEARING	58,643.62	
635-111100				CASH		58,643.62
				FUND TOTAL	58,643.62	58,643.62

06/26/2019 08:32
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 15
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		14,254.33
101	STREET FUND		10,088.52
401	WATER OPERATING FUND		17,273.21
402	SEWER OPERATING FUND		16,973.30
403	STORM & SURFACE WATER FUND		54.26
631	CLEARING FUND	58,643.62	
	TOTAL	58,643.62	58,643.62

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

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07/03/2019 10:18 | CITY OF BAINBRIDGE ISLAND
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| P 1
 | apcshdsb

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

VOUCHER INVOICE

INV DATE PO

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INVOICE DTL DESC

350908	07/10/2019	PRTD	5 ACE HARDWARE	232325	44118/1	06/24/2019	07/07/19	42.46
Invoice: 44118/1				42.46	73111427 531100	PW/CLEANING SUPPLIES		
						OFFICE SUPPLIES		
Invoice: 44089/1				232326	44089/1	06/19/2019	07/07/19	80.62
				40.31	73426355 531100	ENG/HOSES, COUPLINGS		
				40.31	72421351 531100	O&M-SIS-SUPPLIES		
						ENG - SEWER ADMIN SUPPLIES		
Invoice: 44092/1				232327	44092/1	06/19/2019	07/07/19	81.72
				81.72	73431835 531100	PW/RESP. MASKS		
						OFFICE SUPPLIES		
Invoice: 44080/1				232328	44080/1	06/19/2019	07/07/19	33.47
				33.47	73411345 531100	PW/SANDPAPER, BLEACH		
						OFFICE SUPPLIES		
Invoice: 44093/1				232329	44093/1	06/19/2019	07/07/19	156.91
				156.91	73411345 531100	PW/GRINDER & ACCESSORIES		
						OFFICE SUPPLIES		
Invoice: 44071/1				232330	44071/1	06/18/2019	07/07/19	29.98
				29.98	73111290 531100	PW/FASTENERS		
						O&M-STREET-MAINT O/H-SUPPLIES		
Invoice: 44057/1				232331	44057/1	06/18/2019	07/07/19	15.25
				15.25	73011183 531100	PW/MEASURE CUP ANGLE		
						O&M-C/E-CH FAC-SUPPLIES		
Invoice: 44042/1				232332	44042/1	06/17/2019	07/07/19	22.32
				22.32	73011183 531100	PW/PIPE CUTTER		
						O&M-C/E-CH FAC-SUPPLIES		
Invoice: 44045/1				232333	44045/1	06/17/2019	07/07/19	36.49
				36.49	73111290 531100	PW/WASERS, LAGS		
						O&M-STREET-MAINT O/H-SUPPLIES		
Invoice: 44025/1				232334	44025/1	06/14/2019	07/07/19	38.10
				38.10	73011897 531100	PW/RODENT TRAPS		
						O&M-C/E-PWY FAC-SUPPLIES		
Invoice: 44024/1				232335	44024/1	06/14/2019	07/07/19	59.61
				59.61	73111427 531100	PW/PAINT SUPPLIES		
						OFFICE SUPPLIES		
Invoice: 44028/1				232336	44028/1	06/14/2019	07/07/19	34.71
				34.71	73425358 531100	PW/PLUMBING SUPPLIES		
						O&M-WWTP-SUPPLIES		
Invoice: 44022/1				232337	44022/1	06/13/2019	07/07/19	52.28
				52.28	73411345 531100	PW/PIPE COUPLING, BIBB HOSE		
						OFFICE SUPPLIES		

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

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

				232338	44007/1		06/12/2019		07/07/19	64.03
Invoice: 44007/1							PW/PW WELL MAINT SUPPLIES			
				64.03	73011897 531100		O&M-C/E-PWY FAC-SUPPLIES			
				232339	44003/1		06/11/2019		07/07/19	90.94
Invoice: 44003/1							PW/BENCH MAINT SUPPLIES			
				90.94	73011183 531100		O&M-C/E-CH FAC-SUPPLIES			
				232440	44140/1		06/26/2019		07/07/19	50.11
Invoice: 44140/1							PW/COUPLINGS, HOSES			
				50.11	73111423 531100		OFFICE SUPPLIES			
				232441	44135/1		06/25/2019		07/07/19	41.17
Invoice: 44135/1							PW/SIGN MAINT SUPPLIES			
				41.17	73111264 531100		O&M-STREET-TRAF CONTROL-SUPPLY			
				232442	44134/1		06/25/2019		07/07/19	29.40
Invoice: 44134/1							PW/MURIATIC ACID, FILTERS			
				29.40	73411345 531100		OFFICE SUPPLIES			
				232470	44156/1		06/27/2019		07/07/19	69.18
Invoice: 44156/1							ENG/HARDWARE, FASTENERS			
				69.18	72431831 531100		ENG - SSWM ADM SUPPLIES			
				232471	44048/1		06/17/2019		07/07/19	5.85
Invoice: 44048/1							ENG/KEYS (3)			
				5.85	72011951 63110000596		SR305-OLYMPIC NM-SUPPLIES			

									CHECK 350908 TOTAL:	1,034.60
350909	07/10/2019	PRTD	863 INTERSTATE BATTERIES	232443	22058004		06/10/2019		07/07/19	336.70
Invoice: 22058004							POL,PW/BATTERIES			
				139.46	53011212 531100		PD-C/E-PATROL SUPPLIES			
				197.24	73411345 531100		OFFICE SUPPLIES			
									CHECK 350909 TOTAL:	336.70
350910	07/10/2019	PRTD	8991 ALLIANCE 2020, INC	232472	569651		05/31/2019		07/07/19	563.60
Invoice: 569651							HR/BACKGROUND CHECKS			
				563.60	33011161 541100		HR-C/E-PROF SVCS			
				232502	570316		06/30/2019		07/07/19	150.90
Invoice: 570316							HR/BACKGROUND CHECKS			
				150.90	33011161 541100		HR-C/E-PROF SVCS			
									CHECK 350910 TOTAL:	714.50

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

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

350911	07/10/2019	PRTD	8672 ALLSTREAM	232517	16216204	07/01/2019		07/07/19			948.11	
			Invoice: 16216204			JUL 19 CITYWIDE PHN SVCS						
				948.11	41637891 542100	FIN - ALLOC TELEPHONE						
								CHECK	350911 TOTAL:	948.11		
350912	07/10/2019	PRTD	2331 AM TEST INC	232356	110702	06/11/2019		07/07/19			150.00	
			Invoice: 110702			PW/WWTP TESTING						
				150.00	73425358 54110000391	LAB & TESTING SVCS-WWTP						
								CHECK	350912 TOTAL:	150.00		
350913	07/10/2019	PRTD	4739 AMERICAN LEGION - CO	232503	190701	06/20/2019		07/07/19			90.00	
			Invoice: 190701			EX/JUL 19 RENT						
				90.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS						
								CHECK	350913 TOTAL:	90.00		
350914	07/10/2019	PRTD	4710 ASSOCIATED PETROLEU	232341	1441835-IN	06/06/2019		07/07/19			543.28	
			Invoice: 1441835-IN			PW/201 GAL DIESEL						
				543.28	73638893 532000	O&M-FUEL USE-ALLOCATION						

				232342	1441836-IN	06/06/2019		07/07/19			640.26	
			Invoice: 1441836-IN			PW/263 GAL UNLEADED						
				640.26	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS						
				232343	1437931-IN	06/04/2019		07/07/19			560.54	
			Invoice: 1437931-IN			PW/203.4 GAL DIESEL						
				560.54	73638893 532000	O&M-FUEL USE-ALLOCATION						
				232344	1437932-IN	06/04/2019		07/07/19			736.18	
			Invoice: 1437932-IN			PW/287 GAL UNLEADED						
				736.18	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS						
				232345	1431420-IN	05/30/2019		07/07/19			792.43	
			Invoice: 1431420-IN			PW/250 GAL UNLEADED						
				792.43	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS						
								CHECK	350914 TOTAL:	3,272.69		
350915	07/10/2019	PRTD	7821 AUS WEST LOCKBOX	232346	1991294961	06/20/2019		07/07/19			53.99	
			Invoice: 1991294961			PW/LAUNDRY SERVICES						
				53.99	73638893 589310	LAUNDRY SERVICES						

				232347	1991284961	06/13/2019		07/07/19			53.99	
			Invoice: 1991284961			PW/LAUNDRY SERVICES						
				53.99	73638893 589310	LAUNDRY SERVICES						

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

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

Invoice: 1991275034				232348	1991275034	06/06/2019		07/07/19	55.75							
						PW/LAUNDRY SERVICE										
				55.75	73638893 589310	LAUNDRY SERVICES										
								CHECK	350915 TOTAL:	163.73						

350916	07/10/2019	PRTD	2138 ASPECT CONSULTING LL	232473	33573	06/18/2019	21700004	07/07/19	1,810.25							
Invoice: 33573						GROUNDWATER MGMT.										
				1,810.25	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS										
								CHECK	350916 TOTAL:	1,810.25						

350917	07/10/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	232349	109253	06/19/2019		07/07/19	1,447.09							
Invoice: 109253						UB/WATER QUALITY REPORT										
				874.81	43411341 541100	FIN - WATER ADMIN PROF SERVICE										
				572.28	91411891 542500	GG-WTR-FAC-POSTAGE										

Invoice: 109092				232350	109092	06/11/2019		07/07/19	8.55							
						UB/FINAL BILL: PRINT & MAIL										
				2.75	43411341 541100	FIN - WATER ADMIN PROF SERVICE										
				2.75	43421351 541100	FIN - SEWER ADMIN PROF SERVICE										
				1.52	91411891 542500	GG-WTR-FAC-POSTAGE										
				1.53	91421891 542500	GG-SWR-FAC-POSTAGE										

Invoice: BAIN1905983				232351	BAIN1905983	05/31/2019		07/07/19	292.00							
						UB/PHONE& WEB PMT SVCS MAY19										
				146.00	43411341 541100	FIN - WATER ADMIN PROF SERVICE										
				146.00	43421351 541100	FIN - SEWER ADMIN PROF SERVICE										

Invoice: BAIN1906983				232518	BAIN1906983	06/30/2019		07/07/19	283.00							
						FIN/PHN & WEB PMT SVCS										
				141.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE										
				141.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE										

Invoice: 109230				232519	109230	06/17/2019		07/07/19	11.96							
						FIN/FINAL BILL: PRINT & MAIL										
				2.23	43411341 541100	FIN - WATER ADMIN PROF SERVICE										
				2.23	43421351 541100	FIN - SEWER ADMIN PROF SERVICE										
				3.75	91411891 542500	GG-WTR-FAC-POSTAGE										
				3.75	91421891 542500	GG-SWR-FAC-POSTAGE										
								CHECK	350917 TOTAL:	2,042.60						

350918	07/10/2019	PRTD	54 BAINBRIDGE RENTAL IN	232352	CON#50661	06/24/2019		07/07/19	22.87							
Invoice: CON#50661						PW/AIR FILTERS (2)										
				22.87	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES										

				232353	CON#50511	06/21/2019		07/07/19	464.73							

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

P 5
apcshdsb

CASH ACCOUNT: 635			111100	CASH			INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE					
INVOICE DTL DESC										
Invoice: CON#50511				464.73	73431835 531100	PW/PRUNER & SUPPLIES				
						OFFICE SUPPLIES				
				232354	CON#50305	06/17/2019		07/07/19		285.53
Invoice: CON#50305				285.53	73637891 531100	PW/HARD HATS, HARNESSSES				
						OFFICE SUPPLIES				
				232355	CON#50203	06/14/2019		07/07/19		81.96
Invoice: CON#50203				81.96	73431835 531100	PW/BLADES, GREASE				
						OFFICE SUPPLIES				
						CHECK	350918	TOTAL:		855.09
350919	07/10/2019	PRTD	55 SOUND PUBLISHING, IN	232357	BIR860903	06/14/2019		07/07/19		86.00
Invoice: BIR860903				86.00	63470586 544000	PCD/NOA: PLN51171				
						CUR-DEV-ZONING-ADV				
				232358	BIR860703	06/14/2019		07/07/19		46.04
Invoice: BIR860703				46.04	72334562 64400000668	ENG/NOT. OF CONTR COMPL				
						STO PH 2&4-ADV				
				232424	BIR861954	06/21/2019		07/07/19		114.51
Invoice: BIR861954				114.51	63470586 544000	PCD/SEPA: PLN51461				
						CUR-DEV-ZONING-ADV				
				232425	BIR861956	06/21/2019		07/07/19		76.74
Invoice: BIR861956				76.74	63470586 544000	PCD/NOA: PLN51295 SPT				
						CUR-DEV-ZONING-ADV				
				232474	BIR859697	06/07/2019		07/07/19		167.64
Invoice: BIR859697				167.64	72111421 54400001029	ENG/RFB: CHIP SEALING				
						2019 CHIP SEAL - ADS				
				232476	BIR859695	06/07/2019		07/07/19		118.06
Invoice: BIR859695				118.06	73011183 54400000912	PW/RFQ: FALL PROTECTION				
						FAC ROOF FALL PROTECTION-ADV				
				232528	BIR862920	06/28/2019		07/07/19		80.28
Invoice: BIR862920				80.28	63470586 544000	PCD/PLN51072 SSDP SPR CUP				
						CUR-DEV-ZONING-ADV				
						CHECK	350919	TOTAL:		689.27
350920	07/10/2019	PRTD	5412 BENEFIT ADMINISTRATI	232359	1906512	06/19/2019		07/07/19		244.20
Invoice: 1906512				26.86	21011125 520000	HSA-FSA CARD SERVICES				
				43.96	31011131 520000	COURT - BENEFITS				
				34.19	41011141 520000	EX-GF-BEN				
				21.98	51011211 520000	FIN - C/E ADMIN BENEFITS				
				34.19	61011581 520000	PD-C/E ADMIN-BENEFITS				
						PCD - C/E ADMIN BENEFITS				

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 6
|apcshdsb

CASH ACCOUNT: 635			111100	CASH														
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN									NET	
INVOICE DTL DESC																		
				78.14	71011321 520000	PW - C/E BENEFITS												
				4.88	81011881 520000	IT - C/E ADMIN BENEFITS												
												CHECK	350920	TOTAL:	244.20			
350921	07/10/2019	PRTD	45 BAINBRIDGE ISLAND CH	232504	9312	06/27/2019		07/07/19										30.00
Invoice: 9312				CC/RETF PARADE ENTRY														
				30.00	11011116 531100	COUNCIL - SUPPLIES												
												CHECK	350921	TOTAL:	30.00			
350922	07/10/2019	PRTD	64 BAINBRIDGE ISLAND AR	232520	1908	06/28/2019		07/07/19										6,250.00
Invoice: 1908				Q2 2019 LTAC - ARTSOPOLIS COMMUNI														
				6,250.00	91140573 541100	GG-TOUR-PROF SERVICES												
												CHECK	350922	TOTAL:	6,250.00			
350923	07/10/2019	PRTD	4882 BLAZE CONE COMPANY,	232360	30388	05/31/2019		07/07/19										2,167.00
Invoice: 30388				PW/TRAFFIC CONES(100)														
				2,167.00	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY												
												CHECK	350923	TOTAL:	2,167.00			
350924	07/10/2019	PRTD	5016 BAINBRIDGE ISLAND BO	232521	Q22019	07/01/2019		07/07/19										11,977.48
Invoice: Q22019				Q2 2019 COMMUNITY SERVICES FUN														
				11,977.48	31017540 54110000297	EX-BI CHILD CARE/B&G CLUB												
												CHECK	350924	TOTAL:	11,977.48			
350925	07/10/2019	PRTD	7621 CAROLLO ENGINEERS IN	232362	0178002	06/14/2019		07/07/19										859.55
Invoice: 0178002				UPDATE WATER MODELING CONTRACT														
				859.55	72411345 54110000336	ANNUAL WATER MAINS PRES-PROFSV												
												CHECK	350925	TOTAL:	859.55			
350926	07/10/2019	PRTD	551 CENTURYLINK	232529	0399JUN19	06/23/2019		07/07/19										2,871.09
Invoice: 0399JUN19				CITYWIDE TELEMETRY & FAX SERVICE														
				1,563.92	91425358 542100	GG-WWTP-TELEPHONE/FAX												
				743.41	91411891 542100	GG-WTR-FAC-PHONE												
				70.35	91011755 542100	GG-C/E-COMMONS-PHONE												
				142.29	91011189 542100	GG-C/E-CITY HALL-PHONE												
				229.04	91011897 542100	GG-C/E-O&M YARD FAC-PHONE												
				68.02	91011255 542100	GG-C/E-COURT BLDG-PHONE												
				54.06	91011215 542100	GG-C/E-PD-PHONE												

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 7
|apcshdsb

CASH ACCOUNT: 635		111100	CASH			INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE				
INVOICE DTL DESC									
CHECK 350926 TOTAL:									2,871.09
350927	07/10/2019	PRTD	2495 CH2O INTERNATIONAL	232363	282492	06/13/2019		07/07/19	54.88
Invoice: 282492				54.88	73011183 531100	PW/CH MAINT SUPPLIES			
						O&M-C/E-CH FAC-SUPPLIES			
CHECK 350927 TOTAL:									54.88
350928	07/10/2019	PRTD	8253 CHS NORTHWEST	232364	34687-H	06/14/2019		07/07/19	912.24
Invoice: 34687-H				912.24	73637892 531100	PW/50# COURSE SALT (98)			
						O&M-ALLOC-WTR-CONSUMABLES			
CHECK 350928 TOTAL:									912.24
350929	07/10/2019	PRTD	634 CITY OF BAINBRIDGE I	232365	SPB15435-64A	05/31/2019		07/07/19	572.00
Invoice: SPB15435-64A				572.00	73311475 64980000790	PW/PERMIT: SPB15435-64A			
						OWM-5 ADD'L BUOYS-PERMITS			
									572.00
Invoice: SCNB16251-154A				232366	SCNB16251-154A	05/31/2019		07/07/19	572.00
						PW/PERMIT: SCNB16251-154A			
						OWM-5 ADD'L BUOYS-PERMITS			
									572.00
Invoice: -51474-SSDP----				232477	51474-SSDP	06/24/2019		07/07/19	6,869.00
						ENG/PERMIT: 51474-SSDP			
						2019 DRAINAGE/CULVERT PERMITS			
CHECK 350929 TOTAL:									8,013.00
350930	07/10/2019	PRTD	460 CITY OF BAINBRIDGE I	232505	POL-2019-06	06/30/2019		07/07/19	19.62
Invoice: POL-2019-06				3.00	51011211 53110000589	POL/PETTY CASH JUN 2019			
						PD-COMM OUTREACH-SUPPLIES			
						PD-COMM OUTREACH-SUPPLIES			
						POLICE - C/E FACIL SUPPLIES			
CHECK 350930 TOTAL:									19.62
350931	07/10/2019	PRTD	104 CITY OF BREMERTON	232444	BPD0002416	06/13/2019		07/07/19	200.00
Invoice: BPD0002416				200.00	53011212 545000	POL/RANGE RENTAL			
						POLICE - C/E PATROL RENTS			
CHECK 350931 TOTAL:									200.00
350932	07/10/2019	PRTD	7509 CONSTRUCTION PARTS L	232445	25310	06/21/2019		07/07/19	1,773.89
Invoice: 25310				1,773.89	73111427 531100	PW/#75 LOADER PARTS			
						OFFICE SUPPLIES			

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdsb

CASH ACCOUNT: 635			111100		CASH		VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME									
INVOICE DTL DESC												
Invoice: 24669				232446	24669				06/21/2019		07/07/19	188.08
									PW/ROUND BAR CURB RUNNER			
				188.08	73111252	53110001000	2019	STORM RESP-STRT-SUPPLIES				
									CHECK	350932	TOTAL:	1,961.97
350933 07/10/2019 PRTD				142	COPIERS NORTHWEST IN	232447	INV1974663		06/24/2019		07/07/19	1,033.11
Invoice: INV1974663									EX,FIN/CN24130 OVERAGE			
				516.55	31011131	545000			EX-GF-RENTS & LEASES			
				516.56	41011141	545000			FIN - C/E ADMIN RENTS & LEASES			
									CHECK	350933	TOTAL:	1,033.11
350934 07/10/2019 PRTD				6363	LN CURTIS & SONS	232506	INV293610		06/21/2019		07/07/19	230.75
Invoice: INV293610									POL/VEST POUCHES: BINGHAM			
				230.75	53011212	520000			POLICE - C/E PATROL BENEFITS			
Invoice: INV293609									06/21/2019		07/07/19	208.95
									POL/VEST POUCHES: HORN			
				208.95	51011211	520000			PD-C/E ADMIN-BENEFITS			
Invoice: INV293346									06/21/2019		07/07/19	351.14
									POL/CARRIER & POUCHES: TOVAR			
				351.14	53011212	520000			POLICE - C/E PATROL BENEFITS			
									CHECK	350934	TOTAL:	790.84
350935 07/10/2019 PRTD				152	DAILY JOURNAL OF COM	232478	3348908		06/12/2019		07/07/19	218.40
Invoice: 3348908									ENG/RFB: CHIP SEALING			
				218.40	72111421	54400001029	2019	CHIP SEAL - ADS				
									CHECK	350935	TOTAL:	218.40
350936 07/10/2019 PRTD				7357	THE DOCTORS CLINIC	232479	OMF6 MAY19		06/17/2019		07/07/19	28.00
Invoice: OMF6 MAY19									PW/OCCUPATIONAL HEALTH SVCS			
				28.00	73637891	541100			PROFESSIONAL SERVICES			
									CHECK	350936	TOTAL:	28.00
350937 07/10/2019 PRTD				9216	DOUGHERTY, KERRY	232237	78583		06/25/2019		07/07/19	86.01
Invoice: 78583									UB 11286 8062 SANDS AVENUE NE			
				86.01	411	122100			WATER ACCOUNTS RECEIVABLE			
									CHECK	350937	TOTAL:	86.01

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 9
|apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
350938	07/10/2019	PRTD	9148 REBECCA PILLSBURY	232367	598	06/25/2019		07/07/19	2,875.00
Invoice: 598						EX/COBI CONNECTS EDIT & DESIGN			
				2,875.00	31011572 54110001015	NEWSLETTER-PROF SVCS			
						CHECK	350938	TOTAL:	2,875.00
350939	07/10/2019	PRTD	4503 ENVIRONMENTAL SYSTEM	232480	93658616	06/24/2019		07/07/19	14,061.00
Invoice: 93658616						IT/GIS SOFTWARE MAINT			
				14,061.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
						CHECK	350939	TOTAL:	14,061.00
350940	07/10/2019	PRTD	5781 EXTERMINATION SERVIC	232368	32686	06/19/2019		07/07/19	179.85
Invoice: 32686						PW/ANT CONTROL			
				179.85	73011183 548100	O&M-C/E-CH FAC-REPAIRS			
						CHECK	350940	TOTAL:	179.85
350941	07/10/2019	PRTD	1953 FERGUSON ENTERPRISES	232369	0771068-1	06/18/2019		07/07/19	191.97
Invoice: 0771068-1						PW/METER SUPPLIES			
				191.97	73411345 531100	OFFICE SUPPLIES			
				232448	0779088	06/20/2019		07/07/19	88.85
Invoice: 0779088						PW/IRRIG SUPPLIES			
				88.85	73411345 531100	OFFICE SUPPLIES			
				232449	0775075	06/14/2019		07/07/19	1,566.07
Invoice: 0775075						PW/SSWM SUPPLIES: INVENTORY			
				1,566.07	431 141100	STRM DRN-INVENTORY			
				232515	0779824	06/21/2019		07/07/19	84.02
Invoice: 0779824						ENG/WRENCH, VALVE KEY			
				84.02	72011322 531100	ENG - C/E PLANS SUPPLIES			
						CHECK	350941	TOTAL:	1,930.91
350942	07/10/2019	PRTD	8292 PRJ GROUP INC	232370	21870	06/18/2019		07/07/19	510.19
Invoice: 21870						PW/VEH #12 REPAIR			
				255.10	73111423 548100	REPAIRS & MAINTENANCE			
				255.09	73111427 548100	O&M-ACCESS RDSIDE R&M			
						CHECK	350942	TOTAL:	510.19
350943	07/10/2019	PRTD	9220 FOX ESTATES HOA	232481	06/26/19	06/26/2019		07/07/19	150.00
Invoice: 06/26/19						FIN/DAMAGE DEPOSIT 6/26			
				150.00	41625860 586000	SC/COMMONS ROOM DEP-DISBURSEME			

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |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
INVOICE DTL DESC									
CHECK 350943 TOTAL:									150.00
350944	07/10/2019	PRTD	8709 PLATFORM DESIGN LLC	232483	7-APRIL/MAY 2019	05/31/2019		07/07/19	28,040.13
Invoice: 7-APRIL/MAY 2019					UPDATE OF CITY'S DESIGN GUIDEL				
					28,040.13	61011586	54110000930	COMP PLAN IMPL-PROF SVCS	
CHECK 350944 TOTAL:									28,040.13
350945	07/10/2019	PRTD	5062 FRIENDS OF THE FARMS	232509	Q2 2019	07/01/2019		07/07/19	16,250.00
Invoice: Q2 2019					EX/Q2 2019 PROF SVCS				
					16,250.00	31011131	54110001019	FOTF-FARM MNGT SVCS	
CHECK 350945 TOTAL:									16,250.00
350946	07/10/2019	PRTD	4262 GEMPLER'S	232371	INV0004410350	06/14/2019		07/07/19	823.68
Invoice: INV0004410350					PW/SAFETY SUPPLIES				
					823.68	73637891	531100	OFFICE SUPPLIES	
CHECK 350946 TOTAL:									823.68
350947	07/10/2019	PRTD	252 H.D. FOWLER COMPANY	232450	I5184995	06/19/2019		07/07/19	158.77
Invoice: I5184995					PW/PLUMBING SUPPLIES				
					158.77	73411345	531100	OFFICE SUPPLIES	
CHECK 350947 TOTAL:									158.77
350948	07/10/2019	PRTD	253 HACH COMPANY	232372	11513274	06/18/2019		07/07/19	86.85
Invoice: 11513274					PW/WINSLOW WATER SAMPLE SUPPLIES				
					86.85	73411345	531100	OFFICE SUPPLIES	
CHECK 350948 TOTAL:									86.85
350949	07/10/2019	PRTD	4850 HOME DEPOT CREDIT SE	232373	844314	06/12/2019		07/07/19	608.06
Invoice: 844314					PW/HARD HATS (14)				
					608.06	73637891	531100	OFFICE SUPPLIES	
CHECK 350949 TOTAL:									608.06
Invoice: 9013645					PW/BULBS, TAPE MEASURE				
					29.40	73011755	531100	O&M-COMMONS SUPPLIES	
					15.24	73011768	531100	O&M-C/E-PARKS-SUPPLIES	
CHECK 350949 TOTAL:									652.70

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
350950	07/10/2019	PRTD	8027 INFORMATION STATION	232510	1121709-V	06/21/2019		07/07/19	350.00
			Invoice: 1121709-V			EX/AM RADIO: JUN-JUL 2019			
				350.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
								CHECK 350950 TOTAL:	350.00
350951	07/10/2019	PRTD	2306 KITSAP COUNTY PROSEC	232374	JUN19	06/02/2019		07/07/19	9,412.33
			Invoice: JUN19			LEGAL/JUN 19 PROSEC SVS			
				9,412.33	32011521 541112	LGL-OUTSIDE PROSECUTOR			
								CHECK 350951 TOTAL:	9,412.33
350952	07/10/2019	PRTD	1496 KITSAP COUNTY SEWER	232375	KCSD7-COBI-2019-JUL	06/20/2019		07/07/19	18,857.65
			Invoice: KCSD7-COBI-2019-JUL			PW/JULY SEWER SERVICES			
				18,857.65	73426356 551000	SIS-SD#7 PROCESSING CHGS			
								CHECK 350952 TOTAL:	18,857.65
350953	07/10/2019	PRTD	338 KITSAP COUNTY SHERIF	232453	20190037	06/18/2019		07/07/19	9,462.15
			Invoice: 20190037			POL/PRISONER BOARD			
				9,462.15	51011236 551000	POLICE - C/E PRISONER DETENT'N			
								CHECK 350953 TOTAL:	9,462.15
350954	07/10/2019	PRTD	4168 KITSAP COUNTY SHERIF	232452	2019-016	06/17/2019		07/07/19	159.76
			Invoice: 2019-016			POL/EVOC TRAINING X7			
				159.76	53011212 443410	POLICE - C/E PATROL TRAINING			
								CHECK 350954 TOTAL:	159.76
350955	07/10/2019	PRTD	1505 KITSAP COUNTY TREASU	232522	JUN19	06/30/2019		07/07/19	79.61
			Invoice: JUN19			JUN 19 KC OUT COURT REMIT			
				44.61	41612860 586000	CRIME VICTIMS-OUT			
				35.00	41613860 586000	COUNTY LAW LIB - DISB OUT			
								CHECK 350955 TOTAL:	79.61
350956	07/10/2019	PRTD	1971 KELLEY IMAGING SYSTE	232484	25033182	06/21/2019		07/07/19	283.72
			Invoice: 25033182			ENG/E-STUDIO4505AC LEASE			
				283.72	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
								CHECK 350956 TOTAL:	283.72

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 12
|apcshdsb

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

350957	07/10/2019	PRTD	8546 KITSAP 911 PUBLIC AU	232454	BIPD2019-07	06/15/2019		07/07/19	10,970.17
Invoice: BIPD2019-07						POL/CALL CENTER SVCS			
						3,291.05 52011286 551000 POLICE - C/E - INVEST CENCOM			
						7,679.12 53011286 551000 POLICE - C/E PATROL CENCOM			
CHECK 350957 TOTAL:									10,970.17
350958	07/10/2019	PRTD	315 KITSAP HUMANE SOCIET	232376	1744	06/01/2019		07/07/19	5,764.17
Invoice: 1744						KITSAP HUMANE SOCIETY ANNUAL C			
						5,764.17 91011393 541100 FIN - C/E ANIMAL CONTROL FEES			
CHECK 350958 TOTAL:									5,764.17
350959	07/10/2019	PRTD	309 KITSAP TIRE CENTER I	232377	222061	06/24/2019		07/07/19	4.36
Invoice: 222061						PW/SCRAP TIRE DISPOSAL			
						4.36 91011897 547900 GG-C/E-O&M YARD FAC-GARBAGE			
						232380 221917 06/18/2019 07/07/19 228.63			
Invoice: 221917						PW/#24 TIRES (2)			
						228.63 73111423 531100 OFFICE SUPPLIES			
						232381 221823 06/12/2019 07/07/19 10.90			
Invoice: 221823						PW/SCRAP TIRE DISPOSAL			
						10.90 91011897 547900 GG-C/E-O&M YARD FAC-GARBAGE			
CHECK 350959 TOTAL:									243.89
350960	07/10/2019	PRTD	9217 KLORFINE, LEONARD &	232238	78584	06/25/2019		07/07/19	239.61
Invoice: 78584						UB 12543 7348 MADRONA DRIVE NE			
						239.60 421 122100 SEWER ACCOUNTS RECEIVABLE			
						.01 421 122100 SEWER ACCOUNTS RECEIVABLE			
CHECK 350960 TOTAL:									239.61
350961	07/10/2019	PRTD	5717 MAKERS ARCHITECTURE	232383	1807-9	06/07/2019		07/07/19	780.00
Invoice: 1807-9						ISLAND CENTER SUBAREA PLANNING			
						780.00 61011586 54110000930 COMP PLAN IMPL-PROF SVCS			
CHECK 350961 TOTAL:									780.00
350962	07/10/2019	PRTD	6208 MSDS ONLINE INC	232485	201575	06/10/2019		07/07/19	2,505.92
Invoice: 201575						IT/ANNUAL SUBX RENEWAL			
						2,505.92 81011881 548500 IT - C/E COMPUTER SUPPORT			

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 13
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 350962 TOTAL: 2,505.92

350963 07/10/2019 PRD 2574 NATIONAL BARRICADE C 232384 282045 05/31/2019 07/07/19 1,076.85
Invoice: 282045 PW/SIGNS

1,076.85 990 141100 MERCHANDISE

232385 282044 05/31/2019 07/07/19 1,671.80
Invoice: 282044 PW/SIGNS

1,671.80 990 141100 MERCHANDISE

232386 282041 05/31/2019 07/07/19 225.06
Invoice: 282041 PW/SIGNS

225.06 990 141100 MERCHANDISE

232387 282043 05/31/2019 07/07/19 69.15
Invoice: 282043 PW/SIGNS

69.15 73111264 531100 O&M-STREET-TRAF CONTROL-SUPPLY

CHECK 350963 TOTAL: 3,042.86

350964 07/10/2019 PRD 8581 NEOGOV 232486 INV28816 05/20/2019 07/07/19 500.00
Invoice: INV28816 IT/ANNUAL LBACGROUND CHECKS

500.00 81011881 548500 IT - C/E COMPUTER SUPPORT

CHECK 350964 TOTAL: 500.00

350965 07/10/2019 PRD 2013 NORTHSTAR CHEMICAL, 232388 146482 06/13/2019 07/07/19 2,298.81
Invoice: 146482 PW/800 GAL SOD. HYPOCLORITE

2,298.81 73425358 531100 O&M-WWTP-SUPPLIES

CHECK 350965 TOTAL: 2,298.81

350966 07/10/2019 PRD 2430 OGDEN MURPHY WALLACE 232389 825487 06/19/2019 07/07/19 15,679.35
Invoice: 825487 LEGAL/PROF SVCS MAY 2019

1,008.00 32470152 54111100844 LIT-CLARK ADMIN APPEAL

1,019.50 32011152 54111101010 LIT-ENVIRONMENTAL COALITION

220.50 32011152 54111101021 DUNN PRR CLAIM

2,122.50 32011152 54111101030 LIT-HOROWITZ PRA LAWSUIT

670.70 32011152 54111001020 SMALL CELL WIRELESS ORD

9,850.65 32011152 541110 LGL-GF-LEGAL ADVICE

787.50 91011211 541110 GG-C/E-CIVIL SVC-LEGAL ADVICE

CHECK 350966 TOTAL: 15,679.35

350967 07/10/2019 PRD 9057 OLYMPIC PRESORT, INC 232523 9516 07/01/2019 07/07/19 3,070.03
Invoice: 9516 EX/JUL COBI CONNECTS MAILING

2,737.06 31011572 54250001015 NEWSLETTER-POSTAGE

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

P 14
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

332.97 31011572 54110001015 NEWSLETTER-PROF SVCS

CHECK 350967 TOTAL: 3,070.03

350968 07/10/2019 PRTD 7925 OMNIPARK, INC
Invoice: 120251

232511 120251
379.32 51011217 548500

07/01/2019 07/07/19
POL/PARKING SYSTEM SUPPORT
PD-C/E-PARKING ENF-COMP SUPPOR

CHECK 350968 TOTAL: 379.32

350969 07/10/2019 PRTD 8954 ONE WAY BACKFLOW TES
Invoice: 1053

232393 1053
847.63 73011757 548100

06/20/2019 07/07/19
PW/RPBA REPAIR
O&M-C/E-MARINA-R&M

CHECK 350969 TOTAL: 847.63

350970 07/10/2019 PRTD 9021 OLYMPIC PROPERTY GRO
Invoice: 129250

232390 129250
185.00 31011593 54110000961

06/17/2019 07/07/19
SUZUKI PROPERTY
SUZUKI PROP DEV-PROF SVCS

CHECK 350970 TOTAL: 185.00

350971 07/10/2019 PRTD 9219 ORCA RUNNING
Invoice: SEP 19-02

232455 SEP 19-02
200.00 62238 386000

06/25/2019 07/07/19
POL/REFUND PARK DEPOSIT
PARK/DOCK USE DEPOSIT

CHECK 350971 TOTAL: 200.00

350972 07/10/2019 PRTD 8286 SUPERINTENDENT OF P
Invoice: 15198

232456 15198
88.50 65438 386110

06/19/2019 07/07/19
POL/FINGERPRINTING
AGENCY-FINGERPRINT REV TO SPI

Invoice: 15193

232457 15193
44.25 65438 386110

06/14/2019 07/07/19
POL/FINGERPRINTING
AGENCY-FINGERPRINT REV TO SPI

Invoice: 15215

232512 15215
44.25 65438 386110

06/26/2019 07/07/19
POL/FINGERPRINTING
AGENCY-FINGERPRINT REV TO SPI

Invoice: 15227

232513 15227
88.50 65438 386110

06/26/2019 07/07/19
POL/FINGERPRINTING
AGENCY-FINGERPRINT REV TO SPI

CHECK 350972 TOTAL: 265.50

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
 cchristianson |A/P CASH DISBURSEMENTS JOURNAL

P 15
 apcshdsb

CASH ACCOUNT: 635			111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE		INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC											
350973	07/10/2019	PRTD	1754 OTIS ELEVATOR COMPAN	232394	ST05151G719		06/20/2019		07/07/19	2,299.41	
	Invoice: ST05151G719						PW/Q3 ELEVATOR SERVICE				
				2,299.41	73011183 548100		O&M-C/E-CH FAC-REPAIRS				
							CHECK	350973	TOTAL:	2,299.41	
350974	07/10/2019	PRTD	8516 PAXSON ENTERPRISES	232514	19-26		06/29/2019		07/07/19	462.00	
	Invoice: 19-26						POL/M8 VALUATION SURVEY				
				462.00	54025212 541100		MARINE-PROF SVCS				
							CHECK	350974	TOTAL:	462.00	
350975	07/10/2019	PRTD	7803 PINTO, MICHELLE	232426	367		06/17/2019		07/07/19	360.00	
	Invoice: 367						CRT/INTERPRETATION SVCS: MAR-MAY 19				
				360.00	21011125 541230		COURT - INTERPRETER				
							CHECK	350975	TOTAL:	360.00	
350976	07/10/2019	PRTD	8229 PIPER THORNBURGH	232487	06/05/19		06/26/2019		07/07/19	120.00	
	Invoice: 06/05/19						CRT/2 HRS PRO TEMP				
				120.00	21011125 541210		COURT - JUDGE PRO TEMPORE SVCS				
							CHECK	350976	TOTAL:	120.00	
350977	07/10/2019	PRTD	6708 POLICE MAGAZINE	232488	2020		06/28/2019		07/07/19	25.00	
	Invoice: 2020						POL/ANNUAL SUBX				
				25.00	51011211 549100		PD-C/E-ADM-DUES/SUBCR/MEMBRSH				
							CHECK	350977	TOTAL:	25.00	
350978	07/10/2019	PRTD	360 PROBUILD COMPANY LLC	232489	1752574		06/24/2019		07/07/19	72.50	
	Invoice: 1752574						ENG/WQFMP SUPPLIES				
				72.50	72431832 531100		ENG - SSWM PLAN SUPPLIES				
							CHECK	350978	TOTAL:	72.50	
350979	07/10/2019	PRTD	6939 PROFORCE LAW ENFORCE	232458	379159		06/12/2019		07/07/19	554.52	
	Invoice: 379159						POL/AMMUNITION				
				554.52	53011212 531100		PD-C/E-PATROL SUPPLIES				
							CHECK	350979	TOTAL:	554.52	

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
 cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 16
 |apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

350980 07/10/2019 PRD 2203 PUBLIC SAFETY TESTIN 232530 2019-0329 07/02/2019 07/07/19 264.00
 Invoice: 2019-0329 CS/CANDIDATE TESTING
 264.00 91011211 541100 GG-C/E-CIVIL SVC-PROF SVCS
 CHECK 350980 TOTAL: 264.00

350981 07/10/2019 PRD 7187 RANDOLPH BAUER 232397 1907093 06/20/2019 07/07/19 90.00
 Invoice: 1907093 PW/7305 HIDDEN COVE CAN
 90.00 73011897 545000 O&M-C/E-PWYD FAC-RENTS

Invoice: 1907094 232398 1907094 06/20/2019 07/07/19 215.00
 PW/CREOSOT PL CAN & ADDED SVC
 215.00 73011768 545000 O&M-C/E-PARKS-OP LEASES

Invoice: 1907095 232399 1907095 06/20/2019 07/07/19 90.00
 PW/VINCENT RD CAN
 90.00 73435838 545000 O&M-DECANT-RENTS

Invoice: 1907092 232400 1907092 06/20/2019 07/07/19 180.00
 PW/EAGLE HARBOR CANS
 180.00 73011768 545000 O&M-C/E-PARKS-OP LEASES
 CHECK 350981 TOTAL: 575.00

350982 07/10/2019 PRD 7602 REBECCA DEAN PLLC 232531 1049 06/30/2019 07/07/19 1,601.25
 Invoice: 1049 HR/INVESTIGATIVE SVC JUN19
 1,601.25 33011161 541100 HR-C/E-PROF SVCS
 CHECK 350982 TOTAL: 1,601.25

350983 07/10/2019 PRD 2409 RIVER OAKS COMMUNICA 232532 04/15/19 04/15/2019 07/07/19 579.75
 Invoice: 04/15/19 EX/CONSULT SVCS: VERIZON
 579.75 31011131 541100 EX-GF-PROF SERVICES
 CHECK 350983 TOTAL: 579.75

350984 07/10/2019 PRD 9218 ROADTRIP TRAVEL AND 232459 6-62019 06/07/2019 07/07/19 639.00
 Invoice: 6-62019 POL/FBINAA NYC TRIP
 639.00 53011212 443410 POLICE - C/E PATROL TRAINING
 CHECK 350984 TOTAL: 639.00

350985 07/10/2019 PRD 408 ROLLING BAY COMMERCI 232516 786233 06/25/2019 07/07/19 3,955.00
 Invoice: 786233 CRT/JUL 2019 RENT
 3,955.00 91011255 545000 GG-C/E-COURT BLDG-RENT

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

CHECK 350985 TOTAL: 3,955.00

350986 07/10/2019 PRD 7245 SAN DIEGO POLICE EQU 232460 637966 06/05/2019 07/07/19 1,047.34
Invoice: 637966 POL/AMMUNITION

1,047.34 53011212 531100 PD-C/E-PATROL SUPPLIES

CHECK 350986 TOTAL: 1,047.34

350987 07/10/2019 PRD 8035 SHINE QUARRY, LLC 232401 0023350 06/06/2019 07/07/19 609.46
Invoice: 0023350 PW/48.62 TON 1-1/4" MINUS

609.46 990 141100 MERCHANDISE

232402 0023330 06/05/2019 07/07/19 465.56
Invoice: 0023330 PW/37.14 TON 3/4" MINUS

465.56 990 141100 MERCHANDISE

CHECK 350987 TOTAL: 1,075.02

350988 07/10/2019 PRD 601 SOUND REPROGRAPHICS 232403 71348 06/23/2019 07/07/19 1,615.70
Invoice: 71348 EX/COBI CONNECTS: JUN 19

1,615.70 31011572 54950001015 NEWSLETTER-PRINTING

232491 71385 06/27/2019 07/07/19 1,623.05
Invoice: 71385 EX/COBI CONNECTS: JUL 19

1,623.05 31011572 54950001015 NEWSLETTER-PRINTING

232492 71349 06/26/2019 07/07/19 189.44
Invoice: 71349 CC/RACE EQUITY BANNER

189.44 11011116 531100 COUNCIL - SUPPLIES

CHECK 350988 TOTAL: 3,428.19

350989 07/10/2019 PRD 8132 SPECTRA LABORATORIES 232404 19-04587 06/24/2019 07/07/19 105.80
Invoice: 19-04587 PW/ECOLI TESTING

105.80 73411345 54110000391 LAB SVCS-WATER

232405 19-04609 06/24/2019 07/07/19 21.16
Invoice: 19-04609 PW/ECOLI TESTING

21.16 73411345 54110000391 LAB SVCS-WATER

232406 19-04568 06/24/2019 07/07/19 45.00
Invoice: 19-04568 PW/BIOSOLIDS TESTING

45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP

232407 19-04570 06/24/2019 07/07/19 103.96
Invoice: 19-04570 PW/PW WELL TESTING

103.96 73011897 54110000391 LAB SVCS-PWY FAC

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
 cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 18
 |apcshdsb

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

Invoice: 19-04583	232408	19-04583	06/24/2019	07/07/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04588	232409	19-04588	06/24/2019	07/07/19	78.20
			PW/ECOLI TESTING		
	78.20	73011897 54110000391	LAB SVCS-PWY FAC		
Invoice: 19-04536	232410	19-04536	06/21/2019	07/07/19	41.40
			PW/BIOSOLIDS TESTING		
	41.40	73011897 54110000391	LAB SVCS-PWY FAC		
Invoice: 19-04502	232412	19-04502	06/20/2019	07/07/19	63.02
			PW/ROCKAWAY TESTING		
	63.02	73415345 54110000391	LAB SVCS-WATER ROCKAWAY		
Invoice: 19-04501	232413	19-04501	06/20/2019	07/07/19	62.10
			PW/FLOURIDE TESTING		
	62.10	73411345 54110000391	LAB SVCS-WATER		
Invoice: 19-04522	232414	19-04522	06/20/2019	07/07/19	84.64
			PW/ECOLI TESTING		
	84.64	73411345 54110000391	LAB SVCS-WATER		
Invoice: 19-04510	232415	19-04510	06/20/2019	07/07/19	262.50
			PW/BIOSOLIDS TESTING		
	262.50	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04493	232416	19-04493	06/20/2019	07/07/19	293.00
			PW/WWTP TESTING		
	293.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04331	232417	19-04331	06/18/2019	07/07/19	175.00
			PW/WWTP TESTING		
	175.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04338	232418	19-04338	06/18/2019	07/07/19	175.00
			PW/WWTP TESTING		
	175.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04450	232419	19-04450	06/18/2019	07/07/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04395	232420	19-04395	06/18/2019	07/07/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		
Invoice: 19-04346	232421	19-04346	06/18/2019	07/07/19	45.00
			PW/WWTP TESTING		
	45.00	73425358 54110000391	LAB & TESTING SVCS-WWTP		

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 19
|apcshdsb

CASH ACCOUNT: 635			111100		CASH													
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN									NET	
INVOICE DTL DESC																		
Invoice: 19-04387				232422	19-04387	06/18/2019		07/07/19									84.64	
				PW/ECOLI TESTING														
				84.64	73411345	54110000391	LAB SVCS-WATER											
Invoice: 19-04397				232423	19-04397	06/18/2019		07/07/19									46.00	
				PW/ECOLI TESTING														
				46.00	73011897	54110000391	LAB SVCS-PWY FAC											
Invoice: 19-04483				232427	19-04483	06/18/2019		07/07/19									23.00	
				PW/ECOLI TESTING														
				23.00	73011897	54110000391	LAB SVCS-PWY FAC											
										CHECK	350989	TOTAL:				1,844.42		
350990	07/10/2019	PRTD	8132 SPECTRA LABORATORIES	232428	19-04265	06/12/2019		07/07/19									69.00	
Invoice: 19-04265				PW/ECOLI TESTING														
				69.00	73011897	54110000391	LAB SVCS-PWY FAC											
Invoice: 19-04264				232429	19-04264	06/12/2019		07/07/19									45.00	
				PW/SOIL TESTING														
				45.00	73425358	54110000391	LAB & TESTING SVCS-WWTP											
Invoice: 19-04695				232461	19-04695	06/25/2019		07/07/19									50.00	
				PW/ECOLI TESTING														
				50.00	73011897	54110000391	LAB SVCS-PWY FAC											
Invoice: 19-04647				232462	19-04647	06/25/2019		07/07/19									262.50	
				PW/WWTP TESTING														
				262.50	73425358	54110000391	LAB & TESTING SVCS-WWTP											
										CHECK	350990	TOTAL:				426.50		
350991	07/10/2019	PRTD	5730 SUMMIT LAW GROUP	232493	104579	06/19/2019		07/07/19									724.50	
Invoice: 104579				LGL/PROF SVCS MAY 2019														
				724.50	32011152	54111000274	LGL-LABOR NEGOTIATIONS											
Invoice: 104578				232494	104578	06/19/2019		07/07/19									1,102.50	
				LGL/PROF SVCS MAY 2019														
				346.50	32011152	54111000274	LGL-LABOR NEGOTIATIONS											
				756.00	32011152	54111000870	LGL-HR (NON-BARGAINING)											
										CHECK	350991	TOTAL:				1,827.00		
350992	07/10/2019	PRTD	6746 SYMBOL ARTS	232463	0333294-IN	06/20/2019		07/07/19									270.00	
Invoice: 0333294-IN				POL/RECONDITION BADGES X5														
				270.00	53011212	531100	PD-C/E-PATROL SUPPLIES											

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 20
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 350992 TOTAL: 270.00

350993 07/10/2019 PRD 8199 SYSTEMS FOR PUBLIC S 232464 35678 06/21/2019 07/07/19 1,099.55
Invoice: 35678 POL/DASH CAM INSTALL X1

1,099.55 53011212 54110000956 AXON CAMERA SYSTEMS-PROF SVCS

232465 35679 06/21/2019 07/07/19 926.46
Invoice: 35679 POL/DASH CAM INSTALL X1

926.46 53011212 54110000956 AXON CAMERA SYSTEMS-PROF SVCS

232466 35673 06/17/2019 07/07/19 1,082.38
Invoice: 35673 POL/DASH CAM INSTALL X1

1,082.38 53011212 54110000956 AXON CAMERA SYSTEMS-PROF SVCS

CHECK 350993 TOTAL: 3,108.39

350994 07/10/2019 PRD 6714 TOSHIBA FINANCIAL SE 232430 25033181 06/21/2019 07/07/19 188.58
Invoice: 25033181 CRT/E-STUDIO3005AC LEASE

188.58 21011125 545000 COURT - RENTS & LEASES - OPER

CHECK 350994 TOTAL: 188.58

350995 07/10/2019 PRD 4245 TRAFFIC SAFETY SUPPL 232431 INV015143 06/14/2019 07/07/19 2,491.62
Invoice: INV015143 PW/TRAFFIC CONTROL SUPPLIES

2,491.62 73111264 531100 O&M-STREET-TRAF CONTROL-SUPPLY

CHECK 350995 TOTAL: 2,491.62

350996 07/10/2019 PRD 1152 USA BLUE BOOK 232432 920922 06/11/2019 07/07/19 237.61
Invoice: 920922 PW/5 GAL JUGS(2)

237.61 73411345 531100 OFFICE SUPPLIES

232433 916022 06/05/2019 07/07/19 896.78
Invoice: 916022 PW/LMI FEED PUMP

896.78 73415345 531100 OFFICE SUPPLIES

232439 914521 06/04/2019 07/07/19 63.57
Invoice: 914521 PW/HACH BOD NUTR. BUFFER

63.57 73425358 531100 O&M-WWTP-SUPPLIES

CHECK 350996 TOTAL: 1,197.96

350997 07/10/2019 PRD 8988 DEREK VILLANUEVA 232467 SEP 19-07 06/25/2019 07/07/19 200.00
Invoice: SEP 19-07 POL/REFUND PARK DEPOSIT

200.00 62238 386000 PARK/DOCK USE DEPOSIT

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

P 21
apcshdsb

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

VOUCHER INVOICE

INV DATE PO

CHECK RUN

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INVOICE DTL DESC

CHECK 350997 TOTAL: 200.00

350998 07/10/2019 PRD 5402 VIRTUAL GRAFFITI INC 232495 857367 06/24/2019 07/07/19 8,832.96
Invoice: 857367 IT/BACKUP SYST ANNUAL MAINT

8,832.96 81011881 548500 IT - C/E COMPUTER SUPPORT

CHECK 350998 TOTAL: 8,832.96

350999 07/10/2019 PRD 952 WASHINGTON STATE PAT 232533 I19008836 07/03/2019 07/07/19 145.75
Invoice: I19008836 FIN/JUN19 BACKGROUND CHECKS

145.75 41654861 586100 AGENCY DISBURSEMENTS

CHECK 350999 TOTAL: 145.75

351000 07/10/2019 PRD 2251 WA ST TREASURER 232524 JUN19 SBCC 06/30/2019 07/07/19 300.51
Invoice: JUN19 SBCC STATE OUT COURT REMIT SBCC JUN19

300.51 41652860 586000 SBCC BLDG.-OUT

232526 JUN19 06/30/2019 07/07/19 2,600.31
STATE OUT COURT REMIT JUN 19

1,142.92 41611860 586000 PSEA 60% OUT
497.75 41610860 586000 PSEA 30% OUT
82.13 41619860 586000 PSEA 3 - STATE DISB OUT
153.02 41616860 586000 THEFT PRV&TR BRAIN INJ-OUT
30.51 41616860 586000 THEFT PRV&TR BRAIN INJ-OUT
375.54 41614860 586000 JUDICIAL INFO SYST.-OUT
1.12 41615860 586000 BREATH TEST-CUSTODIAL
4.69 41615860 586000 BREATH TEST-CUSTODIAL
20.18 41617860 586000 SCHOOL SAFETY ZONE-OUT
76.14 41618860 586000 TRAUMA CARE-OUT
50.91 41618860 586000 TRAUMA CARE-OUT
19.76 41618860 586000 TRAUMA CARE-OUT
112.47 41618860 586000 TRAUMA CARE-OUT
38.17 41615860 586961 STATE CRIME LAB

CHECK 351000 TOTAL: 2,900.82

351001 07/10/2019 PRD 5271 WASHINGTON WATER SER 232496 4815979187-JUN19 06/20/2019 07/07/19 140.89
Invoice: 4815979187-JUN19 JUN19 DECANT FACILITY WATER

140.89 91435838 547500 GG-DECANT-WATER/SEWER

CHECK 351001 TOTAL: 140.89

351002 07/10/2019 PRD 5709 WEBCHECK INC 232527 6341 06/30/2019 07/07/19 327.00
Invoice: 6341 FIN/WBCEK SVCS JUN 19

163.50 43411341 541100 FIN - WATER ADMIN PROF SERVICE
163.50 43421351 541100 FIN - SEWER ADMIN PROF SERVICE

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
cchristianson |A/P CASH DISBURSEMENTS JOURNAL

|P 22
|apcshdsb

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK 351002 TOTAL: 327.00

351003	07/10/2019	PRTD	499 WESTBAY AUTO PARTS I	232434	461949	06/17/2019		07/07/19	87.44

Invoice: 461949

87.44 73638893 531100

PW/BLEUE DEF 2.5 GAL (6)

OFFICE SUPPLIES

232435 460711

06/12/2019

07/07/19

62.69

Invoice: 460711

62.69 73011189 531100

PW/FREON RETROFIT KIT

O&M - C/E FACIL OFC SUPPLIES

232436 460415

06/11/2019

07/07/19

69.33

Invoice: 460415

69.33 54025212 531100

POL/BEARINGS, SEAL

MARINE - SUPPLIES

232437 457778CR

06/01/2019

07/07/19

-7.09

Invoice: 457778CR

-7.09 73411345 531100

PW/CORE DEPOSIT

OFFICE SUPPLIES

232468 464709

06/26/2019

07/07/19

43.53

Invoice: 464709

43.53 73011897 531100

PW/CAR WASH SUPPLIES

O&M-C/E-PWY FAC-SUPPLIES

232469 463974

06/24/2019

07/07/19

36.44

Invoice: 463974

14.94 990 141100

PW/AIR & OIL FILTERS

MERCHANDISE

21.50 73011483 531100

O&M-GF-MECH SHOP-SUPPLIES

232497 463291A

06/21/2019

07/07/19

237.66

Invoice: 463291A

237.66 73421355 531100

PW/HOT START HEATER

WIN COLL-SUPPLIES

232498 461476

06/14/2019

07/07/19

15.35

Invoice: 461476

15.35 990 141100

PW/OIL FILTERS

MERCHANDISE

232499 461077

06/13/2019

07/07/19

38.67

Invoice: 461077

38.67 73638935 531100

PW/FUEL PRIMER

O&M-STD ALLOCATION-SUPPLIES

CHECK 351003 TOTAL: 584.02

351004	07/10/2019	PRTD	6920 COMCAST	232500	JUL19	06/20/2019		07/07/19	11.36

Invoice: JUL19

11.36 51011211 545000

POL/HD CONVERTER BOX

PD-C/E-ADMIN RENTS/LEASE

CHECK 351004 TOTAL: 11.36

CASH ACCOUNT: 635111100CASH

CHECK NOCHK DATETYPE VENDOR NAMEVOUCHERINVOICEINV DATEPOCHECK RUNNET

INVOICE DTL DESC									
351005	07/10/2019	PRTD	2607 ZEE MEDICAL SERVICE	232438	68381041	06/14/2019	07/07/19	325.03	
Invoice: 68381041						PW/FIRST AID RESTOCK			
				325.03	73637891 531100	OFFICE SUPPLIES			
				232501	68381042	06/14/2019	07/07/19	234.45	
Invoice: 68381042						FIN/C.H. FIRST AID RESTOCK			
				234.45	41011189 531100	FIN - C/E CNTL SV SUPPLIES			

CHECK351005 TOTAL:559.48

NUMBER OF CHECKS98*** CASH ACCOUNT TOTAL ***243,236.22

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	98	243,236.22

*** GRAND TOTAL ***243,236.22

07/03/2019 10:18 |CITY OF BAINBRIDGE ISLAND
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|P 24
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 7 14									
APP 101-213000						STREETS - ACCOUNTS PAYABLE		8,074.42	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			243,236.22
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000						ACCOUNTS PAYABLE		25,425.81	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000						ACCOUNTS PAYABLE		9,436.05	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000						ACCOUNTS PAYABLE		6,141.71	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		168,028.53	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000						ACCOUNTS PAYABLE		9,303.43	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000						ACCOUNTS PAYABLE		1,365.53	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000						ACCOUNTS PAYABLE		1,190.04	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000						CIVIC IMPR - ACCOUNTS PAYABLE		6,250.00	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000						ACCOUNTS PAYABLE		550.00	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000						ACCOUNTS PAYABLE		3,391.68	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000						ACCOUNTS PAYABLE		4,079.02	
07/10/2019	07/07/19	071019				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								243,236.22	243,236.22
APP 631-130000						DUE TO/FROM CLEARING		233,932.79	
07/10/2019	07/07/19	071019							
APP 101-130000						STREETS - DUE TO/FROM CLEARING			8,074.42
07/10/2019	07/07/19	071019							
APP 402-130000						DUE TO/FROM CLEARING			25,425.81
07/10/2019	07/07/19	071019							
APP 403-130000						DUE TO/FROM CLEARING			9,436.05
07/10/2019	07/07/19	071019							
APP 401-130000						DUE TO/FROM CLEARING			6,141.71
07/10/2019	07/07/19	071019							
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			168,028.53
07/10/2019	07/07/19	071019							
APP 407-130000						DUE TO/FROM CLEARING			1,365.53
07/10/2019	07/07/19	071019							
APP 301-130000						DUE TO/FROM CLEARING			1,190.04
07/10/2019	07/07/19	071019							
APP 104-130000						CIVIC IMPR DUE TO/FROM CLEAR'G			6,250.00

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3		LINE DESC			
07/10/2019	07/07/19	071019							
APP 622-130000						DUE TO/FROM CLEARING			550.00
07/10/2019	07/07/19	071019							
APP 650-130000						DUE TO/FROM CLEARING			3,391.68
07/10/2019	07/07/19	071019							
APP 901-130000						DUE TO/FROM CLEARING			4,079.02
07/10/2019	07/07/19	071019							
SYSTEM GENERATED ENTRIES TOTAL								233,932.79	233,932.79
JOURNAL 2019/07/14 TOTAL								477,169.01	477,169.01

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

|P 26
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT			ACCOUNT DESCRIPTION		
001 GENERAL FUND	2019 7	14	07/10/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		168,028.53
001-213000			GENERAL - ACCOUNTS PAYABLE	168,028.53	
			FUND TOTAL	168,028.53	168,028.53
101 STREET FUND	2019 7	14	07/10/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		8,074.42
101-213000			STREETS - ACCOUNTS PAYABLE	8,074.42	
			FUND TOTAL	8,074.42	8,074.42
104 CIVIC IMPROVEMENT FUND	2019 7	14	07/10/2019		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		6,250.00
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	6,250.00	
			FUND TOTAL	6,250.00	6,250.00
301 CAPITAL CONSTRUCTION FUND	2019 7	14	07/10/2019		
301-130000			DUE TO/FROM CLEARING		1,190.04
301-213000			ACCOUNTS PAYABLE	1,190.04	
			FUND TOTAL	1,190.04	1,190.04
401 WATER OPERATING FUND	2019 7	14	07/10/2019		
401-130000			DUE TO/FROM CLEARING		6,141.71
401-213000			ACCOUNTS PAYABLE	6,141.71	
			FUND TOTAL	6,141.71	6,141.71
402 SEWER OPERATING FUND	2019 7	14	07/10/2019		
402-130000			DUE TO/FROM CLEARING		25,425.81
402-213000			ACCOUNTS PAYABLE	25,425.81	
			FUND TOTAL	25,425.81	25,425.81
403 STORM & SURFACE WATER FUND	2019 7	14	07/10/2019		
403-130000			DUE TO/FROM CLEARING		9,436.05
403-213000			ACCOUNTS PAYABLE	9,436.05	
			FUND TOTAL	9,436.05	9,436.05
407 BUILDING & DEVELOPMENT FUND	2019 7	14	07/10/2019		
407-130000			DUE TO/FROM CLEARING		1,365.53
407-213000			ACCOUNTS PAYABLE	1,365.53	
			FUND TOTAL	1,365.53	1,365.53
622 EXPENDABLE TRUST FUND	2019 7	14	07/10/2019		

07/03/2019 10:18
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

|P 27
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
622-130000				DUE TO/FROM CLEARING		550.00
622-213000				ACCOUNTS PAYABLE	550.00	
				FUND TOTAL	550.00	550.00
631 CLEARING FUND	2019	7	14	07/10/2019		
631-130000				DUE TO/FROM CLEARING	233,932.79	
631-213000				ACCOUNTS PAYABLE	9,303.43	
635-111100				CASH		243,236.22
				FUND TOTAL	243,236.22	243,236.22
650 AGENCY FUND	2019	7	14	07/10/2019		
650-130000				DUE TO/FROM CLEARING		3,391.68
650-213000				ACCOUNTS PAYABLE	3,391.68	
				FUND TOTAL	3,391.68	3,391.68
901 CITY-WIDE REPORTING FUND	2019	7	14	07/10/2019		
901-130000				DUE TO/FROM CLEARING		4,079.02
901-213000				ACCOUNTS PAYABLE	4,079.02	
				FUND TOTAL	4,079.02	4,079.02

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

|P 28
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		168,028.53
101	STREET FUND		8,074.42
104	CIVIC IMPROVEMENT FUND		6,250.00
301	CAPITAL CONSTRUCTION FUND		1,190.04
401	WATER OPERATING FUND		6,141.71
402	SEWER OPERATING FUND		25,425.81
403	STORM & SURFACE WATER FUND		9,436.05
407	BUILDING & DEVELOPMENT FUND		1,365.53
622	EXPENDABLE TRUST FUND		550.00
631	CLEARING FUND	233,932.79	
650	AGENCY FUND		3,391.68
901	CITY-WIDE REPORTING FUND		4,079.02
	TOTAL	233,932.79	233,932.79

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

Retainage - reprint

ca 6/20/19

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| 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

180	06/20/2019	PRTD	5403 NORWEST MARINE, LLC	230001	RETREL-247-B	03/22/2019		RT032219	1,438.28

Invoice: RETREL-247-B

RET REL LINEAR MOORAGE REMOVAL

1,438.28 41628860 586000

RETAINAGE RELEASE

CHECK	180 TOTAL:	1,438.28

NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	1,438.28

	COUNT	AMOUNT

TOTAL PRINTED CHECKS	1	1,438.28

*** GRAND TOTAL ***	1,438.28

Replaces lost check # 175

06/20/2019 11:25 |CITY OF BAINBRIDGE ISLAND
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|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cchristianson

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
2019 6 263									
APP 622-213000						ACCOUNTS PAYABLE		1,438.28	
06/20/2019	RT032219	REPRNT				AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100						CASH-RETAINAGE			1,438.28
06/20/2019	RT032219	REPRNT				AP CASH DISBURSEMENTS JOURNAL			
						JOURNAL 2019/06/263	TOTAL	1,438.28	1,438.28

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|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						
622 EXPENDABLE TRUST FUND	2019 6	263	06/20/2019			
622-213000				ACCOUNTS PAYABLE	1,438.28	
628-111100				CASH-RETAINAGE		1,438.28
				FUND TOTAL	1,438.28	1,438.28

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

PAYROLL

PAYROLL CHECK RUN: 7 - 05 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	6/22/2019	109014 - 109015	P/R check run - misc	542.52
Vendor	6/22/2019	109016 - 109017	P/R vendor check run	889.21
Normal	7/5/2019	045145 - 045278	P/R check run - direct deposit	311,103.87
Normal	7/5/2019	109018 - 109025	P/R check run - regular	8,335.06
Vendor	7/5/2019	109026 - 109038	P/R vendor check run	325,102.72
EFTPS	7/5/2019	N/A	Federal Tax Electronic Transfer	127,104.69
Vendor	7/5/2019	N/A	P/R vendor ACH	237.50
Misc	7/5/2019	109039	P/R check run - misc	149.67
Vendor	7/5/2019	109040	P/R vendor check run	35.67
			TOTAL:	773,500.91

Prepared and Reviewed by:  Date 7-3-19
 Christy Shipman, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

 Date 7/3/19
 Kimberly M. Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, June 11, 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 061119 BUSINESS.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 11, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Schneider and Councilmembers Blossom, Deets, Nassar, Peltier and Tirman were present.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as presented. The motion was approved by unanimous consent.

3) PUBLIC COMMENT

Pete Brady spoke about Christianity and government.

Gloria Saylor spoke regarding committee structure and the ethics board.

Sal DeRosalia spoke regarding the Race Equity Task Force.

Charlie Kratzer spoke about hate speech on Facebook.

4) MAYOR'S REPORT

Mayor Medina reported on the Sustainable Transportation Request for Proposals, Councilmember submissions to the newsletter, a lawsuit relating to opioids and the feasibility study for Housing Resources Board.

5) CITY MANAGER'S REPORT

City Manager Smith reported that on June 15, 2019, there is a Household Chemical Collection Event at the Operations and Maintenance Yard.

6) PRESENTATIONS

6.A Proclamation Declaring June 15, 2019 as the "Day to Celebrate Juneteenth 2019" - Mayor Medina

[Cover Page](#)
[Juneteenth Proclamation 2019](#)

Mayor Medina read the proclamation.

MOTION: I move to authorize the Mayor to sign the Proclamation Declaring June 15, 2019, as the "Day to Celebrate Juneteenth 2019" and to add this proclamation to the list of annual proclamations that may be signed without further City Council action.

Schneider/Deets: The motion was approved by unanimous consent.

Sal DeRosalia accepted the proclamation on behalf of Karen Vargas.

7) [PUBLIC HEARING\(S\)](#)

7.A [Public Hearing on Ordinance No. 2019-15, Interim Official Control Adopting Small Wireless Facilities Design Standards - Executive](#)

[Cover Page](#)

[Ordinance No. 2019-15, Interim Official Control Adopting Small Wireless Facilities Design Standards](#)

[MRSC Article](#)

Deputy City Attorney Sepler introduced the agenda item and provided background on the ordinance.

Mayor Medina opened the public hearing at 6:40 p.m.

Council directed staff to hold off on drafting a new version pending further Council discussion.

Public Comment

Kevin Fetterly spoke regarding bad cell coverage on Bainbridge Island.

Pascal Schuback spoke regarding cell coverage and emergency management.

Mayor Medina closed the public hearing at 6:47 p.m.

7.B [Public Hearing on Ordinance No. 2019-17, Extending the Duration of the Interim Official Control Related to the Preservation of Landmark Trees – Planning](#)

[Cover Page](#)

[Ordinance No. 2019-17 Extending Landmark Tree Regulations](#)

[Exhibit A to Ordinance No. 2019-17 \(Updated Work Program\)](#)

Interim Planning Director Wright introduced the agenda item.

Mayor Medina opened the public hearing at 7:00 p.m.

Jon Quitslund spoke in support of appealing or amending the Landmark Tree Ordinance.

Mayor Medina closed the public hearing at 7:03 p.m.

Council directed staff to bring a revised ordinance for consideration of adoption at the June 25, 2019 meeting to extend the duration of the regulations as discussed.

8) UNFINISHED BUSINESS

8.A Ordinance No. 2019-13, Adopting Kitsap Humane Society's Recommended Updates to the City's Animal Control Code – Executive

Cover Page

Kitsap Humane Society's Animal Control Code Recommendations

Ordinance No. 2019-13, Adopting Kitsap Humane Society's Recommended Updates to the City's Animal Control Code

Table - How Each Section of Ordinance No. 2019-13 Corresponds to KHS' Recommendations

Deputy City Attorney Sepler introduced the agenda item.

AMENDED MOTION: I move to forward Ordinance No. 2019-13 for approval with the June 25, 2019 Consent Agenda with the two changes discussed; removing the requirement for cats to be licensed and to amend Section 6.04.065 to remove all references to livestock from that section.

Medina/Nassar: The motion carried, 7 – 0.

AYES: Sarah Blossom, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Ron Peltier

NOES:

ABSENT: None

ABSTAIN: None

8.B Tyler Moniz Bench Donation Agreements - Public Works

Cover Page

Waterfront Park Restroom Bench Agreement - Wording Change

Waterfront Park Restroom Bench - Attachments A, B, & C

Madison Plaza Bench Agreement - Wording Change

Madison Plaza Bench - Attachments A, B, & C

Public Works Director Loveless introduced the agenda item.

MOTION: I move to approve the two revised Tyler Moniz Bench Donation Agreements that are included with this agenda item, and to authorize the City Manager to execute the agreements in substantially the form as included with this agenda item.

Schneider/Nassar: The motion was approved by unanimous consent.

9) NEW BUSINESS

9.A 2019 Road Striping Contract - Public Works

Cover Page

2019 Road Striping Contract-Apply-A-Line.docx

2019 Road Striping Bid Form.docx

Attachment A - 2019 Road Marking

Public Works Director Loveless introduced the agenda item.

MOTION: I move that the City Council approve the contract with Apply-A-Line in the amount of \$189,605.02 and approve a budget amendment in the amount of \$15,000 from the Roads Program fund thereby increasing the spending authority for this project; and forward to the June 25, 2019 consent agenda.

Tirman/Blossom: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

9.B Funding Opportunity - Emergency Management Program Grant (EMPG) - Executive Cover Page

Emergency Management Coordinator LeSage introduced the agenda item.

MOTION: I move to forward, for approval with the June 25, 2019 Consent Agenda, authorization for the Emergency Management Coordinator to submit a grant application to the Washington State Emergency Management Division for \$13,553 in Emergency Management Program Grant (EMPG) Funding.

Peltier/Schneider: The motion was approved by unanimous consent.

9.C Kitsap County Department of Emergency Management (KCDEM) Request for Annual Funding - Executive Cover Page [Memo re: KCDEM Agreement May 2019.docx](#)

Emergency Management Coordinator LeSage introduced the agenda item. Elizabeth Klute, Director, Kitsap County Department of Emergency Management, provided information on the hiring process.

MOTION: I move to direct staff to prepare an interlocal agreement with the Kitsap County Department of Emergency Management to provide services as discussed.

Peltier/Deets: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

9.D 2019 Amendments to the Kitsap Regional Coordinating Council Interlocal Agreement - Mayor Medina [Cover Page](#) [2019 Amended KRCC ILA - Clean](#) [2019 Amended KRCC ILA - Redline](#)

Mayor Medina introduced the agenda item.

MOTION: I move to forward the Kitsap Regional Coordinating Council Interlocal Agreement, as amended, for approval with the June 25, 2019 Consent Agenda.

Deets/Peltier: The motion was approved by unanimous consent.

9.E Discuss Administration of Moratorium Regarding Adjustments to An Approved Site Plan Review - Planning

Cover Page

[Ordinance_No._2019-10_Extending_the_Development_Moratorium_Approved_032619.pdf](#)

[Development_Moratorium_Summary_Effective_20190403 \(1\).docx](#)

Interim Planning Director Wright provided a presentation on the site plan and design review minor and major adjustments under the moratorium. Council discussed the topic.

10) CITY COUNCIL DISCUSSION

10.A Continue Discussion from Council Retreat on Potential Changes to Council Advisory Committees

Cover Page

[Proposed Changes - Council Committees.pdf](#)

Mayor Medina introduced the agenda item. Council discussed the community academy and proposed changes.

MOTION #1 – (MAC, MTAC) For the Marine Access Committee and the Multi-Modal Transportation Advisory Committee, I move the City Council (1) request the committee members for each committee take up as a final task the creation of a report to the City Council that will provide information on the work and accomplishments of the committee and recommendations for what remaining actions are needed by the City, and (2) discontinue the committee upon completion of this report or by December 31, 2019.

Tirman/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

Public Comment

Erika Shriner spoke regarding the Climate Change Committee.

MOTION #2 – (CCAC, ETAC, UAC) For the Climate Change Advisory Committee, Environmental Technical Advisory Committee and the Utility Advisory Committee, I move the City Council replace each standing committee with a task force for which the Council will, at a later date, specify the task force charge, term, Council liaison, and staff support and complete membership appointments.

Tirman/Blossom: The motion failed, 3 – 4.

AYES: Sarah Blossom, Matt Tirman, Kol Medina

NOES: Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider

ABSENT: None

ABSTAIN: None

Public Comment

Charlie Kratzer spoke regarding the work the Environmental Technical Advisory Committee performs.

Councilmember Tirman left Council Chambers at 8:46 p.m.

MOTION #3 – (CF, HSF) For the Cultural Funding Advisory Committee and Human Services Advisory Committee, I move the City Council replace the standing committee with a task force for which the Council will, at a later date, specify the task force charge, term, Council liaisons, and staff support and complete membership appointments.

Blossom/Schneider: The motion carried unanimously, 6 – 0; Councilmember Tirman was not present for the vote.

AYES: Sarah Blossom, Kol Medina, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider

NOES:

ABSENT: Matt Tirman

ABSTAIN: None

MOTION #4 – (PSC) I move the members of the Public Safety Committee develop a recommendation to the full Council on options to replace the current structure.

Blossom/Deets: The motion carried unanimously 6 – 0; Councilmember Tirman was not present for the vote.

AYES: Sarah Blossom, Kol Medina, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider

NOES:

ABSENT: Matt Tirman

ABSTAIN: None

Councilmember Tirman returned to Council Chambers at 8:50 p.m.

MOTION #5 – (Housekeeping) I move the City Council direct staff to bring forward changes to the Bainbridge Island Municipal Code to reflect the decisions made by Council regarding various standing advisory committees.

Deets/Nassar: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

10.B Race Equity Task Force Next Steps - Councilmembers Nassar, Deets and Tirman

Cover Page

RETF Scope of Work Draft for CC 06112019

Councilmember Tirman introduced the agenda item and Council discussed the topic.

AMENDED MOTION: I move to forward for approval with the June 25, 2019 Consent Agenda extension of the term of the Race Equity Task Force to December 31, 2019, approval of the scope of work as

amended to change the language in section 3 of the scope of work such that that the series of recommendations to City Council are on ways in which the City can help the community become more inclusive and responsive when it comes to addressing racial inequities, and approval of the proposed approach to identify a candidate to recommend to fill the vacancy.

Peltier/Tirman: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

10.C Appointments to the Climate Change Advisory Committee, Cultural Funding Advisory Committee, Design Review Board, Environmental Technical Advisory Committee, Ethics Board, Historic Preservation Commission, Lodging Tax Advisory Committee, and Planning Commission - Mayor Medina

Cover Page

Citizen Advisory Group Recommendations (June 11, 2019 Agenda Packet).pdf

Climate Change Advisory Committee.pdf

Cultural Funding Advisory Committee.pdf

Design Review Board.pdf

Environmental Technical Advisory Committee.pdf

Ethics Board.pdf

Historic Preservation Commission.pdf

Lodging Tax Advisory Committee.pdf

Planning Commission.pdf

Mayor Medina introduced the agenda item. Council discussed appointments.

MOTION: I move to forward for approval with the June 25, 2019 Consent Agenda the recommended appointments as shown on the attached spreadsheet.

Nassar/Blossom: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None

ABSTAIN: None

10.D Appointment of Deputy Mayor for July 2019 through December 2019 - Mayor Medina

Cover Page

Mayor Medina introduced the agenda item.

MOTION: I move to nominate Matt Tirman for Deputy Mayor.

Deets/Nassar: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Leslie Schneider, Kol Medina, Matt Tirman

NOES: None

ABSENT: None
ABSTAIN: None

11) [CONSENT AGENDA](#)

11.A Agenda Bill for Consent Agenda [Cover Page](#)

11.B Accounts Payable and Payroll [Cover Page](#) [Report to Council of Cash Disbursements 06-12-19.pdf](#) [Payroll.pdf](#)

Accounts Payable: check number 350653 from previous run = \$763.00; manual check number sequence 350654 – 350761 = \$623,080.21; regular check number sequence 350663 – 350757 = \$172,713.92. Total disbursement = \$1,074,116.63.

Payroll: normal direct deposit check sequence 044870 – 045011 = \$300,916.87; regular payroll check sequence 108979 - 108982 = \$5,157.15; vendor check run sequence 108983 – 108995 = \$320,337.55; Federal Tax Electronic Funds Transfer = \$115,143.64; ACH \$237.50. Total disbursement = \$741,792.71.

11.C City Council Regular Business Meeting Minutes, May 28, 2019 [Cover Page](#) [CCMIN 052919 BUSINESS.pdf](#)

11.D Rockaway Beach Drive Watermain Intertie Project Contract - Public Works [Cover Page](#) [Proposed Contract with Liden Land Development](#) [Bid Form](#)

11.E Consider Additional Term-Limited Positions for Public Works and Planning and Community Development [Cover Page](#)

11.F Engagement Letter with the State Auditor's Office for the 2018 Audit of the City - Finance [Cover Page](#) [Bainbridge- Engagement Letter 2018 Audit dated 04292019](#)

MOTION: I move to approve the Consent Agenda as presented.
Nassar/Deets: The motion was approved by unanimous consent.

12) [COMMITTEE REPORTS](#)

12.A Committee Reports [Cover Page](#)

Race Equity Task Force Minutes, May 2, 2019

Councilmember Peltier provided a report on the June 6, 2019 Growth Management Policy Board meeting at Puget Sound Regional Council.

13) FOR THE GOOD OF THE ORDER

14) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:37 p.m.

Kol Medina, Mayor

Kelly Jahraus, Deputy City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, June 18, 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 061819 STUDY SESSION.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL STUDY SESSION
TUESDAY, JUNE 18, 2019

MEETING MINUTES

1) **CALL TO ORDER / ROLL CALL**

Mayor Medina called the meeting to order at 6:02 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Schneider, and Councilmembers Deets, Nassar, Peltier and Tirman were present. Councilmember Blossom arrived at 6:03 p.m.

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

Deputy Mayor Schneider asked to add a discussion of the definition of committee versus task force in the Governance Manual and asked for additional time for item 5.B.

Councilmember Tirman asked to add a new item 5.G to designate a Council member to attend the Housing Kitsap Board meeting on June 25, 2019.

Councilmember Peltier moved and Deputy Mayor Schneider seconded to approve the agenda as modified. The motion was approved by unanimous consent.

Councilmember Blossom mentioned that she owns an Accessory Dwelling Unit but does not consider that a conflict of interest with item 5.D.

3) **MAYOR'S REPORT**

Mayor Medina mentioned a request for a letter in support of funding for Kitsap Transit and a letter relating to Housing Kitsap.

Mayor Medina noted that the new Housing Kitsap item should appear as item 5.A. Councilmember Tirman moved and Councilmember Deets seconded to approve the amendment to the agenda. The motion was approved by unanimous consent.

4) **PRESENTATIONS**

4.A Fire Code Revisions - Utility Advisory Committee (UAC) Recommendations - Public Works

[Cover Page](#)

[UAC Fire Code Impact Memo 5-9-18](#)

Andy Maron, Chair of the UAC, introduced the agenda item.

Jeff Kanter, UAC member, provided information on the recommendations for fire code revisions.

Following discussion, Council asked staff to return to Council with a recommendation.

4.B Heightened Utility Review Process - Utility Advisory Committee Recommendations - Public Works

[Cover Page](#)

[Heightened Utility Review Process Recommendation for Council 26 Jun 18.pptx](#)

[UAC Utility Review Presentation_CC_6_18_19.pptx](#)

Ted Jones, UAC member, provided a presentation on utility reviews.

Following discussion, Council asked staff to return to Council with a briefing on the process.

4.C Discussion of the Climate Change Advisory Committee (CCAC) 2019 Work Plan - Council

[Cover Page](#)

[CCAC 2018 Report and 2019 Workplan.pdf](#)

[CCAC Detailed 2019 2020 Workplan.pdf](#)

[List of CCAC Study Session Topics.pdf](#)

[CCAC Presentation Council study session June 18th, 2019](#)

[COBI Council Sea Level Rise](#)

Michael Cox, Co-Chair of the CCAC, introduced the agenda item and provided a presentation on the 2019 work plan. Council discussed the plan, and directed the CCAC to return to Council with a detailed climate action plan.

James Rufo-Hill, member of CCAC, provided a presentation on sea level rise, and Council discussed the topic.

5) UNFINISHED BUSINESS

5. Housing Kitsap [Added]

Mayor Medina introduced the agenda item.

MOTION: I move to designate Councilmember Tirman as Mayor Medina's substitute for the Housing Kitsap meeting on June 25th.

Nassar/Blossom: The motion was approved by unanimous consent.

Council discussed the letter to Housing Kitsap and authorized the Mayor to sign it.

5.A Ordinance No. 2019-04, Updating the City's Sign Code - Planning

[Cover Page](#)

[Sign Code Matrix and Definitions of Key Terms](#)

City Manager Smith introduced the agenda item. Rex Oliver, Chamber of Commerce, joined the discussion.

Council discussed the sign code matrix and asked staff to provide additional detail on sandwich board and right-of-way information.

5.B Sustainable Transportation Project - Public Works

[Cover Page](#)

[Presentation mtg_2019-06-18.pdf](#)

[Sustainable Transportation_RFQ_Advertise.pdf](#)

[CC_Sustainable_Transportation_Proposal_.pdf](#)

David Blum, University of Washington professor, joined the discussion. Project Manager Epstein provided an update on the project.

Jennifer Wieland of Nelson Nygaard provided additional information on the scope of work, and Council discussed the project.

Councilmember Tirman left the meeting at 8:44 p.m.

Council's consensus was to pause the project pending further discussion.

Mayor Medina adjourned the meeting for a break at 9:02 p.m. and re-convened the meeting at 9:08 p.m.

5.C Update on Moratorium - Planning

[Cover Page](#)

[20190604 Moratorium work program status report.docx](#)

[Ordinance No. 2019-10 Extending the Development Moratorium](#)

[Development Moratorium Summary Effective 20190403.docx](#)

Interim Planning Director Wright addressed Council's questions on the moratorium workplan.

5.D Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning

[Cover Page](#)

[CC Staff Memo-Affordable Housing Topics](#)

[Ordinance 2019-09](#)

[City Attorney ADU Memo](#)

[Attachment A BIMC 18.09.030.I.5 ADU Use Specific Standards](#)

[Attachment B Sample Owner Occupancy Notice to Title](#)

[Tiny Homes Handout from WA Building Officials](#)

[MRSC handout on Tiny Home Legislation](#)

Senior Planner Sutton, City Building Official Cunningham, and Interim Planning Director Wright participated in a discussion of ADUs with Council.

Council asked to amend Ordinance No. 2019-09 so that subsection E does not apply if one unit is permanently affordable housing. They forwarded the amended ordinance to the July 9, 2019 business meeting.

City Building Official Cunningham provided information on recreational vehicles (RV) used as housing, and Council discussed the topic.

Council discussed tiny homes. Council's consensus was to consider allowing tiny homes on foundations and on wheels and to examine allowing RVs as a primary dwelling or as an ADU.

Council asked staff for recommendations on tiny home communities on undeveloped land and additional information on relaxing lot coverage standards.

5. Committee and Task Force Definitions in the Governance Manual – Deputy Mayor Schneider

Deputy Mayor Schneider provided information from the Governance Manual on the definitions of committee and task force. Council agreed to add the topic to a future agenda.

Councilmember Tirman joined the meeting by telephone at 9:07 p.m.

5.E Discussion of Potential Changes to Ethics Program - Mayor Medina
[Cover Page](#)
[Definition of Task Force and Committee](#)

This item was pulled from the agenda due to the time.

6) FUTURE COUNCIL AGENDAS

6.A Future Council Agendas
[Cover Page](#)
[City Council Regular Business Meeting, June 25, 2019.pdf](#)
[City Council Study Session, July 2, 2019.pdf](#)
[City Council Regular Business Meeting, July 9, 2019.pdf](#)

Councilmember Nassar asked to add a resolution relating to glyphosate, and Council concurred.

7) FOR THE GOOD OF THE ORDER

Council discussed a potential ban on fireworks, and City Manager Smith provided information on process and the Fire Department's authority. Council agreed to add a discussion of fireworks to a future Council agenda.

8) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:28 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, June 25, 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 062519 BUSINESS.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, JUNE 25, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Deputy Mayor Schneider called the meeting to order at 6:01 p.m. in Council Chambers.

Deputy Mayor Schneider and Councilmembers Deets, Nassar, Peltier and Tirman were present.

Mayor Medina and Councilmember Blossom were absent and excused.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Tirman asked to add an update on 550 Madison as a new item 6.A.

Deputy City Manager Schroer asked to defer Item 7.A, the biosolids contract.

Councilmember Peltier moved and Councilmember Nassar seconded to approve the agenda as amended. The motion was approved by unanimous consent.

There were no conflicts of interest disclosed.

3) PUBLIC COMMENT

Pete Brady spoke about Christianity and law.

Cindy Anderson spoke regarding internal affairs investigations.

Joan Geraghty spoke in favor of preserving 550 Madison as affordable housing.

Sal DeRosalia spoke about communication and affordable housing.

Kat Gjovik spoke in favor of Helpline House's proposal and the preservation of 550 Madison.

Jayne Jones spoke in favor of the preservation of 550 Madison and affordable housing.

Mike Seidl spoke about the Something New 2019 exhibition selections.

Charlotte Rovelstad spoke about the Housing Kitsap meeting and preserving 550 Madison.

Andy Rovelstad spoke about affordable housing challenges.

James Friday spoke in favor of funding the Race Equity Task Force's parade proposal

Jacqueline Young spoke about the need for affordable housing.

Rich Seubert spoke in favor of preserving 550 Madison.

Kirsten Hytopoulos spoke about restricting the 550 Madison property for affordable housing in perpetuity.

Karen Vargas spoke about the need for affordable housing.

Christine Lovely spoke in favor of support for affordable housing.

4) [MAYOR'S REPORT](#)

Deputy Mayor Schneider reported on the Pride Festival and mentioned that there is no public firework display this year.

5) [CITY MANAGER'S REPORT](#)

Deputy City Manager Schroer mentioned the Shoreline Master Program update and an opportunity for public participation, firework and flare collection by the Police Department, the exit conference with the State Auditor's Office and a clean audit for the City, and upcoming Ward meetings.

6) [UNFINISHED BUSINESS](#)

6.A [Housing Kitsap Meeting And 550 Madison](#)

Councilmember Tirman provided an update following today's Housing Kitsap meeting on 550 Madison. He reported that there is a 30-day extension for Housing Resources Bainbridge (HRB) to put together an offer.

MOTION: I move for Council to direct staff to work with Housing Resources Bainbridge and other stakeholders as necessary to understand the City's overall financial contribution to an offer for the 550 Madison properties.

Tirman/Deets: The motion carried unanimously, 5-0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Sarah Blossom, Kol Medina

ABSTAIN: None

6.A [Use of Housing Trust Fund - Executive, Helpline House](#)

[Cover Page](#)

[Memo to COBI Council re Housing Trust fund 2019](#)

Councilmember Tirman introduced the agenda item.

Public Comment

Maria Metzler, Helpline House, spoke in favor of funding their proposal.

Anthony Oddo spoke in favor of the proposal.

Charlotte Rovelstad spoke in favor of the proposal.

MOTION: I move to direct staff to develop a professional services agreement with Helpline House in the amount of \$100,000 for 2019 and 2020 with a scope of work encompassing the emergency rental assistance program proposal and to bring this agreement back to the Council for consideration of approval.

Nassar/Deets: The motion carried unanimously, 5-0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Sarah Blossom, Kol Medina

ABSTAIN: None

6.B Ordinance No. 2019-17, Extending the Duration of the Interim Official Control Related to the Preservation of Landmark Trees - Planning

[Cover Page](#)

[Ord 2019-17 Extending Landmark Tree Regulations - Winslow Area](#)

[Exhibit A to Ord 2019-17 Extending Landmark Tree Regulations](#)

[Exhibit B to Ord 2019-17 Extending Landmark Tree Regulations](#)

Interim Planning Manager Wright introduced the agenda item. City Attorney Levan noted that as an emergency ordinance, it requires approval by a majority plus one.

Council discussed the topic, and Interim Planning Director Wright addressed Council's questions.

MOTION: I move to approve Ordinance No. 2019-17, Extending the Duration of the Interim Official Control Related to the Preservation of Landmark Trees.

Deets/Peltier: The motion carried unanimously, 5-0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Sarah Blossom, Kol Medina

ABSTAIN: None

7) NEW BUSINESS

7.A Biosolids Contract - Public Works

[Cover Page](#)

[Biosolids RFP](#)

This item was deferred to a future meeting.

7.B Water and Sewer Telemetry Upgrade Professional Services Agreement - Public Works

[Cover Page](#)

[Water and Sewer Telemetry Upgrade PSA](#)

Public Works Director Loveless introduced the agenda item.

MOTION: I move to forward the Water and Sewer Telemetry Upgrade Professional Services Agreement for approval with the July 9, 2019 Consent Agenda.

Peltier/Deets: The motion was approved by unanimous consent.

7.C Appointments to the Utility Advisory Committee - Mayor Medina

[Cover Page](#)

[Citizen Advisory Group Recommendations - Utility Advisory Committee.pdf](#)

[Utility Advisory Committee Applications - Redacted.pdf](#)

Deputy Mayor Schneider introduced the agenda item.

MOTION: I move to approve the recommended appointments as shown on the attached spreadsheet.

Nassar/Deets: The motion was approved by unanimous consent.

8) CITY COUNCIL DISCUSSION

8.A State Initiative 976 - Effects on Bainbridge Island Transportation Benefit Fund

[Cover Page](#)

[Bainbridge_Island_Initiative_976_FAQ.docx](#)

[Vehicles subject to fees.docx](#)

Finance Director Pitts provided information on the agenda item, and Council discussed the topic.

MOTION: I move to direct staff to bring back a resolution against Initiative 976.

Nassar/Deets: The motion carried unanimously, 5-0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Sarah Blossom, Kol Medina

ABSTAIN: None

9) CONSENT AGENDA

9.A Agenda Bill for Consent Agenda

[Cover Page](#)

9.B Accounts Payable and Payroll

[Cover Page](#)

[Payroll.pdf](#)

[Report to Council of Cash Disbursements 06-26-19.pdf](#)

Payroll: normal direct deposit check sequence 045012 – 45144 for \$327,102.77; regular payroll check sequence 108997 – 109001 = \$6,279.19; vendor check run sequence 109002 – 10911 = \$129,706.88; \$127,432.86; Federal Tax Electronic Funds Transfer = \$124,083.39; ACH = \$237.50; miscellaneous check run = \$1,643.96; payroll retro pay sequence 19012 -109013 = \$2754.49. Total disbursement = \$591,808.18

Accounts Payable: check number 350761 from previous run = \$525,690.43; manual check number sequence 350762 - 350777 = \$81,208.24; regular check number sequence 350778 – 350902 = \$276,834.44; retainage release 179 = \$844.07. Total disbursement = \$358,042.68.

- 9.C Special City Council Meeting/Retreat Minutes, May 31, 2019**
[Cover Page](#)
[053119 Special City Council Meeting Minutes - Retreat.pdf](#)
- 9.D City Council Study Session Meeting Minutes, June 4, 2019**
[Cover Page](#)
[June 4, 2019 Study Session Minutes.pdf](#)
- 9.E Ordinance No. 2019-13, Adopting Kitsap Humane Society's Recommended Updates to the City's Animal Control Code - Executive**
[Cover Page](#)
[Kitsap Humane Society's Animal Control Code Recommendations](#)
[Ordinance No. 2019-13, Adopting Kitsap Humane Society's Recommended Updates to the City's Animal Control Code](#)
[Ordinance No. 2019-13, Adopting Kitsap Humane Society's Recommended Updates to the City's Animal Control Code - Redline Showing June 11, 2019 Amendments](#)
- 9.F 2019 Road Striping Contract - Public Works**
[Cover Page](#)
[2019 Road Striping Contract-Apply-A-Line.docx](#)
[2019 Road Striping Bid Form.docx](#)
[Attachment A - 2019 Road Marking](#)
- 9.G Funding Opportunity - Emergency Management Program Grant (EMPG) - Executive**
[Cover Page](#)
- 9.H 2019 Amendments to the Kitsap Regional Coordinating Council Interlocal Agreement - Mayor Medina**
[Cover Page](#)
[2019 Amended KRCC ILA - Clean](#)
[2019 Amended KRCC ILA - Redline](#)
- 9.I Race Equity Task Force Next Steps - Councilmembers Nassar, Deets and Tirman**
[Cover Page](#)
[RETF Scope of Work for CC 06252019](#)
- 9.J Appointments to the Climate Change Advisory Committee, Cultural Funding Advisory Committee, Design Review Board, Environmental Technical Advisory Committee, Ethics Board, Historic Preservation Commission, Lodging Tax Advisory Committee, and Planning Commission - Mayor Medina**
[Cover Page](#)
[Citizen Advisory Group Recommendations \(June 11, 2019 Agenda Packet\).pdf](#)
[Climate Change Advisory Committee.pdf](#)
[Cultural Funding Advisory Committee.pdf](#)
[Design Review Board.pdf](#)
[Environmental Technical Advisory Committee.pdf](#)
[Ethics Board.pdf](#)
[Historic Preservation Commission.pdf](#)
[Lodging Tax Advisory Committee.pdf](#)
[Planning Commission.pdf](#)

MOTION: I move to approve the Consent Agenda, as presented.

Peltier/Deets: The motion was approved by unanimous consent.

10) COMMITTEE REPORTS

10.A Committee Reports

Cover Page

Climate Change Advisory Committee Meeting Minutes, May 15, 2019

6.6.19 PSRC Growth Management Policy Board Meeting Notes

11) FOR THE GOOD OF THE ORDER

Councilmember Deets asked Council to support the Race Equity Task Force's funding request for the 4th of July parade, and Council discussed the request.

MOTION: Councilmember Deets moved and Councilmember Tirman seconded to approve the Race Equity Task Force marching in the 4th of July parade and fund it from Council contingency in an amount up to \$300.

The motion carried 4 – 1.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman

NOES: Leslie Schneider

ABSENT: Sarah Blossom, Kol Medina

ABSTAIN: None

Councilmember Peltier spoke about the Puget Sound Regional Council Growth Management Policy Board meeting.

Councilmember Peltier stated that he will bring back another proclamation regarding population for Council's consideration.

12) ADJOURNMENT

Deputy Mayor Schneider adjourned the meeting at 8:05 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Water and Sewer Telemetry Upgrade Professional Services Agreement - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The existing master telemetry equipment that controls water and sewer facilities is outdated and equipment updates are needed in order to maintain a high level of reliability for the operations of the utilities. The equipment controls system operations as well as initiates alarms when systems are not operating within defined parameters. This is the second phase of SCADA replacements and will complete the upgrade for both utilities.

FISCAL IMPACT:

Amount:	\$297,346.90
Ongoing Cost:	
One-Time Cost:	\$297,346.90
Included in Current Budget?	Yes

BACKGROUND:

The existing SCADA (Supervisory Control and Data Acquisition) system consists of a master telemetry unit and computer system located at the Wastewater Treatment Plant (WWTP), with remote telemetry units (RTUs) placed at each water and sewer pumping and storage facility.

Much of the City's telemetry system is outdated, and repairs cannot be accomplished due to service parts that are no longer available. The City's tone telemetry and 505 series programmable logic controller (PLC) components are obsolete and difficult to service; therefore, upgrades are needed in order to maintain a high level of reliability for the operation of the utilities.

Key performance factors identified for this upgrade include:

- Replacement of obsolete PLC and tone telemetry technology with high reliability PLC technology.
- Reduce confined space entry for monitoring and control abilities.
- Consistent RTUs at all the City's current stations that are not scheduled for CIP full rebuild.
- Improved System Reliability and Safety.

Project Manager Patty Jenkins has reviewed the proposal submitted by S&B, Inc. and recommends that the City award this Agreement to S&B Inc. in the amount of \$297,346.90.

With respect to the purchase of equipment under the proposed PSA, S&B Inc. is a sole source vendor because S&B Inc. originally designed the City's existing SCADA system and is therefore the sole manufacturer of equipment compatible with the City's system. The use of other vendors for the purchase of this equipment would necessitate the installation of an entirely new system or result in the installation or performance of non-compatible equipment or technical support. Section 10 of the City's Procurement Policy authorizes the City Council to waive competitive bidding requirements for sole source purchases.

ATTACHMENTS:

[Water and Sewer Telemetry Upgrade PSA](#)

FISCAL DETAILS: Funding for this item is included in the 2019-2020 Adopted Budget.

Sewer Fund - contract is for \$120,671 of budgeted \$150,000

Water Fund - contract is for \$176,676 of budgeted \$210,000

Fund Name(s): Other

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the City needs professional services in connection with City desires to replace obsolete Programmable Logic Controllers (PLC) and tone telemetry technology with high reliability PLC technology, expand monitoring control abilities, enhance operator display and viewing options, and improve system reliability; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

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

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

3. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

☐ Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of [write out the total payment for services] (\$_____);

☒ A total fixed Sum, in accordance with **Attachment A**, of Two Hundred Ninety-Seven Thousand Three Hundred Forty-Six Dollars and Ninety Cents (\$297,346.90);

☐ Other: \$_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a

separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

- A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.
- D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in **Attachment B**.
- ☒ Professional Liability as described in **Attachment B**.
- ☒ Automobile Liability as described in **Attachment B**.
- ☒ Workers' Compensation as described in **Attachment B**.
- ☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant: S & B, INC.
13200 SE 30th Street
Bellevue, WA 98005
Attention: Randall Stead, President

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

S & B, INC

CITY OF BAINBRIDGE ISLAND

Date:_____

Date:_____

By:_____

By:_____

Name_____

Morgan Smith, City Manager

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

ATTACHMENT A SCOPE OF SERVICES

Background Information

The existing SCADA system consists of a Master Telemetry Unit and computer system located at the Waste Water Treatment Plant (WWTP), and remote telemetry units placed at each water and sewer pumping and storage facility. In 2009, as part of the WWTP improvements, the automation system was upgraded with the addition of several programmable logic controllers (PLCs). The water distribution and sewer collection SCADA master PLC was moved to the WWTP and integrated into a single SCADA system serving water and wastewater needs. All automation system upgrades performed since this time are connected to the 2009 PLC unit and therefore have a significant lifespan remaining. The expected lifespan of full hardware support for this technology is considered fifteen to twenty years. Some parts of the master telemetry unit at the WWTP are from the original 1994 system and are more than twenty years old.

The tone telemetry and 505 series PLC components are obsolete and difficult to service; they must be upgraded at this time in order to retain a high level of reliability for the overall system. Similarly, RTUs that were commissioned between 1993 and 1999 are obsolete, with support only available by scavenging used equipment. These represent the highest risk of failure and reduced ability to support. On the second tier of replacement are first generation PLC based RTUs, typically commissioned between 1998 and 2004. These are also obsolete however the Consultant has a slightly better platform of spare and used parts to work from while maintaining equipment.

Within this scope of services, the Consultant identifies replacement RTUs and upgrades to the Master Telemetry Unit (MTU) that will be consistent with all recently installed units, featuring digital communication and the ability to use network connected motor starters and field sensors.

Key performance factors identified for this upgrade includes:

- Replacement of obsolete PLC and tone telemetry technology with high reliability PLC technology
- Expanded monitoring and control abilities
- Enhanced Operator Display for new RTUs
- Improved System Reliability

Tone Telemetry Site Upgrades

Tone telemetry based RTUs were designed for a twenty-year service life and support for this technology is very limited since the equipment is no longer produced. While the City has saved equipment from previously upgraded locations to accommodate service needs, these units should be upgraded as soon as possible, starting with the units that provide both monitoring and control and then moving to monitor-only sites. The Consultant recommends priority be given to replacing tone telemetry units since the core equipment is obsolete and only serviceable using refurbished modules or by chip level component repair.

Water stations at Taylor Ave Well, Erickson PRV, Cherry PRV, and Creosote Road Tank are included in the list of tone telemetry sites listed in order of upgrade. The new RTUs will replace the functions of the existing units and changeover of basic operation is rapid. The Consultant recommends a monitoring and control feature for each motor starter that will provide necessary data to generate efficiency and cost of operation values in the SCADA system; network connected motor starters have been employed for most of the City's pumping stations for the past ten years. For this scope of services, however, the focus is on replacement of obsolete RTU and MTU equipment and due to cost considerations, the upgrade to provide network connected motor controls is understood to be delayed until a later phase of upgrade as budgets allow. The new RTU architecture is modular and readily adapts to new technologies as they are connected, so a phased implementation is a reasonable solution.

For the sewer collection system, Lower Lovell, Island Terrace, Ferry Terminal, Klickitat, and Woodward complete the list of tone telemetry sites that must be upgraded. A replacement of the tone telemetry RTU with a PLC based RTU/controller will require modifications to the existing control panel at each of these stations in order to transfer pump control. These sites report pump running status and up to ten alarm conditions including high wet well, low wet well, compressor failure, generator run, generator fail, operator in trouble, station flood, intrusion, smoke and loss of power. Existing pump control logic at these sewer stations is separate from the telemetry and vary in design and quality. All of them are obsolete and some do not meet current electrical standards for intrinsically safe circuits. For each of these sites, this scope of services is based on the same RTU design used in the 2015/2016 upgrades for Wing Point, Village, and Lower Hawley.

The City currently has a 2016 RTU removed from the Village Lift Station that is suitable for use at Island Terrace Lift Station. This will require electrical installation at the station and software updates to the master SCADA unit at the WWTP. Field startup services and SCADA graphic / historian additions to the MTU. See pricing table summary, the assumption is the field instruments and RTU in the old Village station were successfully salvaged and ready for use in the Island Terrace station.

The sewer lift stations at Sunday Cove, Vineyard, Sakai Village, Rockaway, North Town Woods, and Lynnwood are first generation PLC based units that communicate with the old master TI545 PLC. The automation work proposed for these sites provide updates at the WWTP to connect these with the SCADA master PLC that was installed in 2008. Unloading the connections to the old master TI545 PLC is considered a high priority as the processor is obsolete and should be de-commissioned as soon as possible from a reliability standpoint. These RTUs vary in age and will need replacements in upcoming years as they reach expected lifespan. The Lynnwood station needs intrinsically safe barriers installed to comply with electrical code and North Town Woods needs the dual float system for redundancy. The update will provide consistent features for the wet well as found on the new stations.

The Old Treatment Plant lift station is scheduled for replacement the in 2019 with an electrical and control system package that will eliminate the obsolete equipment.

Additional instruments quoted with the new RTUs include a wet well level transmitter, two high level floats and smoke sensor, both required by the new design. Other sensors such as floats and limit switches are

available if existing units are proven defective. The prices for the equipment and instruments purchased by the City under this Agreement are included in the table below.

RTU Upgrades

With each upgrade of the remote system, corresponding changes are required to the master telemetry unit to exchange data and process alarm conditions. Costs associated with the MTU changes are included in the RTU pricing. The proposed RTUs are configurable to work on existing leased lines, DSL/Cable, radio and cellular communication channels. The basis of estimate for the lift station RTU upgrades are based on DSL implementation. The RTU is UL listed and meets local, state and federal standards for construction and safety. Startup services are provided following installation by the Consultant's electrical sub-contractor, modification of the MTU to accommodate the new system and decommissioning of the old tone telemetry equipment.

S&B Control Panel Ordering Form													
Model:		B	-	xxx	-	TP7	-	C	-	1	-	SC	OPTIONS
											ISR	ISR Box Included	
											SC	Seismically Certified	
											1	Nema 1/12	
											3	NEMA 3R	
											4	NEMA 4X	
											C	Cellular	
											I	Internet	
											L	Lease Line	
											F	Fiber	
											TP7	7" Touch Panel	
											TP9	9" Touch Panel	
											TP12	12" Touch Panel	
											xxxx	IO Count	
wall mount-	A	24x20 RTU											
wall mount-	B	30x24 RTU											
wall mount-	C	36x30 RTU											
wall mount-	D	42x36 RTU											
Free Standing -	E	60x24 RTU											
Free Standing -	F	72x24 RTU											
Free Standing -	G	90x24 RTU											
	X	CUSTOM											

S&B Inc 4th Generation RTU

The RTUs for this project are utilizing standard products, see RTU product order number matrix. All RTU's will come with TP700 and ready for either DSL or Cellular connectivity.

PLC

A Siemens 1500 series processor and ET200-SP series form factor is selected as the replacement for the City's existing series 440 processor. The 1500 series processor is the Consultant's most common PLC deployment today.

The Siemens 1500 series Programmable Logic Controller (PLC) is very powerful and fast – handling multiple requests from many locations simultaneously. The new PLC will accommodate the computing needs of the reservoir stations and have sufficient capacity to significantly expand in scope as new control features or devices are added in the future. It comes with built-in security where users must authenticate through established credentials to view the PLC and make any adjustments to the program. This is an added layer of protection to stop any unauthorized access. The 1500 series processor will accommodate a wide variety of communication options including telephone, fiber optics, cellular, and/or cable/DSL communication. For this application, the District has selected cellular.



A key change in the technology between the existing system and the proposed new PLC is with the machine code. The new 1500 series PLC uses object-oriented code which allows for CPU efficient execution of functional block, statement list and structured control languages using the industry standard IEC 61131

guidelines for programmable logic controllers. This conversion is a major step in building open system platforms that are less dependent on specific manufacturer features.

Touch Panel Controls

New RTUs include a 7” color touch panel display for improved local control capabilities to the operator for setpoint entry and alarm display.

SCADA Master Telemetry Unit Upgrades

As part of the WWTP upgrade, the new remote stations connect with the SCADA master PLC. The overall WWTP uses a distributed design approach with eight PLC units, one for each process area. The old TI545 PLC unit along with tone telemetry and other communication modules were moved from their previous location to the WWTP and integrated into the plant SCADA systems in 2008. These devices have served the City well for more than 24 years, but must be de-commissioned in the near term to maintain a high level of reliability for the overall system. As part of this scope of services, all remote station connections to the old TI545 PLC and all tone telemetry modules are replaced with new technology equipment.

The WWTP industrial control panel is built to UL508 standards and located in the lab building. This enclosure includes a 24Vdc power system, fiber networking, PLC equipment, networking appliances and leased line modems. There is sufficient space in the MCP2000 PLC within this control panel to host all of the existing water and wastewater sites that currently reside in the original (1994) TI545 PLC unit. This PLC should be eliminated as the last tone telemetry remote station is upgraded. Note that upgrade work at the MTU related to tone telemetry sites requires a corresponding upgrade of the RTU since the old technology is incompatible with newer systems.

Communication options

The City Operations Group specifically asked to use leased line modems in place of VPN encrypted TCP communication over DSL or cable for the 2016 projects but returned to DSL for the recent Village and Cave Ave projects. The Consultant continued with this DSL approach for the RTUs shown in this scope of services. The RTUs quoted in this scope of services can quickly and inexpensively convert to TCP and UDP communications consistent with high speed DSL, cable, and cellular systems. From a cost and performance perspective, The Consultant recommends cellular communication where available, and DSL/cable as a second option. Monthly reoccurring fees for cellular will range between \$7.50 and \$25 depending on carrier. Leased line fees are typically \$42 plus mileage fees and DSL/cable will range from \$75 to \$99.

A replacement SCADA security appliance is recommended for the WWTP site. These devices create virtual private network (VPN) connections with each remote facility and are critical for overall cyber security of the SCADA network. The existing unit is obsolete, and further security/firmware updates are no longer available. The replacement unit proposed is a Fortinet FG60E that includes a unified threat management (UTM) firmware support and hardware replacement. The first three years of support is included in the price and the annual renewal is approximately \$500/yr thereafter. These types of devices should be replaced every five to seven years due to changes in technology. As the City moves towards more network connected RTUs, this unit will easily accommodate growth.

SCADA Server and workstation

The existing SCADA computer system consists of one graphic server machine, one process historian server, one client machine and numerous thin client computers connecting from within the WWTP and from the City's operation center. The Graphics Server provides data simultaneously to the client computers and thin client computers. The Process Historian stores historical data and provides interactive access to the graphic server for trend retrieval. The Graphics and Historian servers were supplied in 2016 and the Windows Servers use the Server 2012r2 operating system. The Graphical User Interface (GUI) SCADA software is Siemens WinCC version 7.3.10. After thirty months of reviewing operation, the Consultant recommends adding 16Gb of additional RAM to the SCADA host to improve reliability. The SCADA server provides a function called Remote Desktop Services and the multi-user environment appears to need this memory to reduce overheads.

Field Instruments

Each RTU is connected to field sensors that provide indication of the process conditions into the PLC system. Typical analog sensors used in the City's system include pressure, level, flow, temperature and analytical – each of which that provides a signal that is a percentage of the maximum allowed/measurable. Discrete signals are also measured including door ajar, smoke, flood, and other float type indications. These sensors exist in the City's system and most are nearing their anticipated life. The Consultant includes a data column in the pricing sheet for replacement of these older field instruments to provide a worse case replacement price, however the City may elect to stock a couple sensors of each type and replace as necessary.

Professionals Engineering Services for Installation by Contractor:

The work quoted includes Professional engineering services to provide the City with design documents for inclusion into the City's specifications for contractor bid package. Installation is not part of this scope of work.

Summary of sites that required contractor installation:

- Creosote Tank
- Taylor Well
- Erickson PRV
- Ferncliff PRV
- Lower Lovell Pump Station
- Island Terrace Pump Station
- Woodward Pump Station
- Ferry Terminal
- Klickitat Pump Station
- North Town Woods Pump Station
- Lynnwood Pump Station

The Consultant recommends that the contractor performs a site visit to each station prior to providing a bid. Below is a brief description of requirements by site.

CREOSOTE TANK SITE

Replace tone telemetry RTU with S&B model A-16I8Q4AI-TP7-I-1. New unit is Nema type 12 sized 24x20x10, slightly larger in size than existing unit. Price includes removal of existing and installation of new model, connection of existing and new sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include new submersible level transmitter and high water float, hatch limit switch and door entry switch.

TAYLOR WELL SITE

Replace tone telemetry RTU with S&B model B-16I8Q4AI-TP7-I-1. New unit is identical size to existing at 24x24x10 with Nema type 12 enclosure. Price includes removal of existing and installation of new model, connection of existing sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments are existing and no new units are included in this scope.

EXISTING PRV SITES AT ERICKSON AND CHERRY {CHERRY PRV IS MOVED TO A FUTURE CIP PROJECT}

Replace tone telemetry RTU with S&B model A-16I8Q8AI-TP7-I-4. New unit is housed in a Nema type 4 sized 24x20x10 enclosure, slightly larger in size than existing unit. Price includes removal of existing and installation of new model, connection of existing sensors. In addition two pressure transmitters are included to monitor upstream and downstream pressure in the distribution zones. City forces shall provide pressure connections to each transmitter. Following installation the system will receive a full test. This is a monitor only option for the existing PRV station, with equipment located in the vault below grade. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include two pressure transmitters, a high water float and hatch entry switch.

NEW PRV SITE AT FERNCLIFF AND GROW & WYATT {GROW & WYATT PRV IS MOVED TO A FUTURE CIP PROJECT}

New telemetry RTU with S&B model E-16I8Q8AI-TP7-I-4. New unit is housed in a Nema type 4 sized 60x24x18 enclosure free standing unit. Price includes installation of new model RTU, installation and connection of new sensors. City forces shall provide pressure connections to each transmitter. Following installation the system will receive a full test. This is a monitor only option for the existing PRV station, with equipment located in the vault below grade. Price is based on DSL service with VPN supplied in RTU for secure communication. City will order new DSL service, with assistance from S&B Inc. Field instruments include two pressure transmitters, a high water float and hatch entry switch.

SEWER SITES AT LOWER LOVELL, KLICKITAT, WOODWARD AND FERRY TERMINAL

Replace tone telemetry RTU at Lower Lovell, Klickitat, and Woodward with S&B model A-16I8Q8AI-TP7-I-4-ISR. New unit is Nema type 12 sized 24x20x10 with 10x10x8 adjunct enclosure for

intrinsically safe circuit terminations. The unit is larger in size than existing unit and will have the same space limitations as the City's site at Wing Point.

Replace tone telemetry RTU at Ferry Terminal with S&B model A-16I8Q8AI-TP7-I-4X-ISR. New unit is Nema type 4X (304 Stainless Steel) sized 24x20x10 with 10x10x8 adjunct enclosure for intrinsically safe circuit terminations. The unit is larger in size than existing unit, since the RTU is located on an equipment rack above grade, space limitations are minimized. Price includes removal of existing and installation of new model, review and correction of existing motor controller logic wiring, connection of existing and new sensors, full test and validating operation. Price is based on change from leased line to DSL service with VPN supplied in RTU for secure communication. S&B will provide instructions to CenturyLink for change in phone line services. Field instruments include one submersible level transmitter and two floats.

OPTIONAL POWER MEASUREMENT **{THIS WORK IS MOVED TO A FUTURE PROJECT}**

The Consultant offers three methods of measuring pump power consumption at a lift station: using a smart overload, using a network connected soft-starter and using a station power meter. The first two methods are the best for determining pump operation and efficiency as the data is provided with detail on a motor by motor basis. The power meter provides an overall energy consumption and is useful for reconciling utility metering invoices. The power meter information can be used in conjunction with additional PLC logic to determine individual pump data, but is not as accurate since assumptions must be made regarding ancillary power consumption while the pump is running.

Power Measurement	Price	Pros	Cons
Smart Overload (3UF7)	\$ 4,000 for two pumps including installation and tax	The highest level of motor overload protection and energy data.	Installation time
Smart Soft-Starter	\$ 6,570 for two pumps. Price is dependent on motor size. Price shown for 42Amp load. (15hp @ 230V, 25hp @ 460V)	Less mechanical stress on pump, lower electrical inrush, overload protection and energy data.	Installation time and space requirements-units typically too deep for old motor control panels.
Power Meter	\$1,750 per station	For measuring overall station power, can be panel mounted to save space.	Determining component loads requires advanced programming.

With the very limited space available in the dry well, the Smart Overload and the Power Meter are the only feasible options. This option is presented in response to feedback from Operations in 2018 asking for power measurement to diagnose pumping problems. This option was considered in 2016 and not included due to price.

INTRINSICALLY SAFE RELAY ENCLOSURES WITH FLOAT BACKUP

North Town Woods and Lynnwood lift stations will receive upgrades to provide the float redundancy features used throughout the sewer system for additional spill protection. These include intrinsically safe relays logic and installation to retrofit the motor controls.

The following items are performed by an S&B Field Engineer. No contractor installation is required:

MASTER SYSTEM MODIFICATIONS FOR LEGACY SYSTEMS {WORK PERFORMED BY S&B FIELD ENGINEER}

The master system modifications for Sunday Cove, Sakai Village, Rockaway, North Town Woods, Lynwood and Vineyard allow for the TI545 (operating since 1994) to be retired. This work includes leased line communication coprocessors, cabling, and software work to facilitate the transfer.

SCADA SYSTEM UPGRADES {WORK PERFORMED BY S&B FIELD ENGINEER}

The existing firewall is replaced with a current model designed for operational technology environments, including the latest analysis to reduce the exposure of the SCADA system to cyber threats and to expand the maximum number of connected remote stations. This unit includes a three year threat management software subscription and hardware replacement warranty. The SCADA computer will receive 16Gb of additional RAM to improve performance. This work is performed by the Consultant's field engineer.

Startup and Commissioning:

The SCADA system requires testing with each item listed below following installation. This scope of services includes startup and commissioning for each RTU.

Training:

Training is provided concurrent with each station upgrade. The Consultant's field engineer will instruct the assigned operator(s) with the use of the new touch screen devices with specific focus on control features as part of the station commissioning. This provides the City with hands on training and self-sufficiency in maintaining the SCADA system. Equipment and software planned for these upgrades are consistent with the newer pump stations purchased by the City and Consultant does not anticipate operators having difficulty understanding the technology applied at each pump station.

O&M Manual:

S&B will provide a conformed O&M for the City for the SCADA Master System. Two copies will be provided to the City. The Binders include schematic drawings on 11x17 and a DVD with hardware manuals and operation description.

Warranty Support:

The system integration and software development required for this project is included with full support for a time period not less than one (1) year. During this time period, the Consultant will receive requests for assistance and respond using a high speed network connection to the control system via VPN within one

business day. The initial response will identify problem areas, determining if the system requires software modifications, hardware replacement or both in order to maintain automatic operation of the system. The technologies available to us for troubleshooting the new system allow the Consultant's engineers to remotely access the MTU system, assess current and historical conditions, and make assessments quickly.

The Consultant will support the City in the diagnosis and resolution of hardware failures to equipment provided under this scope of work during the warranty period without additional fees.

Scope of Work Estimates:

The Consultant's work summary is provided on the attached table and is broken into several columns to reflect selected options and anticipated services:

1. Professional Services / Application Software / Design
2. System integration / hardware / packaged software
3. Field Instruments and Sensors
4. Electrical Installation estimates provided with I&C and Electrical Design documents

Professional Services includes application specific software engineering, electrical and I&C design, CAE generated drawings application specific, application development for the Siemens S7 PLC, WinCC graphic computer software environments, and factory testing of RTU with software, startup, commissioning and training. System integration includes materials, panel integration, use SBI packaged software Library, Standard Product CAE drawings, and field devices. System integration work is performed at the Consultant's facility in Bellevue, tested, and then shipped to location for installation. The assembly of custom RTUs was determined by Washington State L&I in 2017 to require inside electrician prevailing wage rates; this scope of work provides all standard products with RTU model numbers. Please see the attached "Scope of Work Pricing and Details" section for a more detail breakout of Professional Services and System Integration.

Professional Engineering Services for design is provided by S&B, to provide the City with electrical and I&C specifications to include in the contractor installation bid documents. Professional Engineering Services deliverable may include but not limited to; electrical site plan, station One-Lines, conduit schedule, equipment and field device placement, block diagrams, network diagram, I&C and Electrical Specifications for inclusion into the City's Small works Roster bid document.

City to provide S&B civil site plan in AUTOCAD, transmitted electronically for the stations requiring installation by contractor.

Scheduling:

The Consultant's typical project cycle is 8 to 10 weeks for delivery. Scheduling will accommodate City needs. The Consultant's field work will impact operations for coordination with confined space entries. The Consultant will plan ahead, coordinate work and minimize disruption to the operation of your systems. In spite of this Consultant anticipates portions of the control system operation will require manual operation by the City for up to eight-hour durations while critical control changes are implemented.

Service Life:

For your lifecycle planning, it is important to consider equipment service life. During this time period the device should be repairable or replaceable with like kind. The SCADA system is composed of parts that are on the leading edge of technology and more susceptible to obsolescence than other equipment in the city's water and sewer systems such as pumps and valves. The Consultant recommends that their customers consider the following lifecycle estimates in the budget cycle for the purposes of budget planning.

<i>DESCRIPTION</i>	<i>SUPPORT LIFE</i>	<i>REPAIR FREQUENCY</i>
PLC central processing unit (RTU, MTU)	20 years	rare – never
PLC I/O modules	20 years	15 year
Communication (modems of all types)	7 years	5 year
Touch Screens for PLC	8 years	8 year
Power Supplies	20 years	7 year
Computer Systems	8 years	4 year
Pressure Transmitters	20 years	15 year
Submersible Level Transmitter	15 years	10 year
Network Connected motor controllers	20 years	20 years

Standard Inclusions:

- Control system design and software based on S&B standards.
- Equipment is factory tested and shipped FOB factory with freight allowed, common carrier, destination.
- Shop Drawings, instruction manuals and software documentation via electronic media.
- Submittal Documentation available at 4 weeks after receipt of order
- Field Engineering Services for technical support of installation questions, start-up, and acceptance testing of equipment supplied by this quotation. S&B is a designer and supplier of control system equipment, providing technical support and engineering services to review installation of our equipment, commission and attest to its compliance with the project specifications.

Standard Exclusions:

Unless specifically included as a line item in this quotation's scope of supply the following are excluded from our scope of deliverables:

- L&I filing fees, prevailing wage compliance.
- Electrical installation.
- Stamped seismic calculations for Seismic Zone compliance.
- Conduit, wire or cable external to the control system panels listed in this scope
- Mounting brackets, stanchions, supports, pads that are not integral to the control system panels or process instruments listed in this scope.
- Liquidated damages (available upon request and definition of scope)
- Credit Card payment (service available for additional fee)

- Cost of Utility service (cost provided by City of Bainbridge Island)

Breakout Summary

Professional Engineering & Software Dev	\$161,086.00
System Integration	\$125,010.00
WSST on System Integration	\$11,250.90
2019 Upgrade Total	\$297,346.90

Description	RTU Standard Part Number	RTU & MTU (Application Software)	Design (I&C and Electrical)	RTU & MTU (System Integration)	Field Instruments	ISR Enclosure / Float Backup system. UL listed for Class 1, Div 1	WSST (Excludes Application Software and Design)	Price
<u>Upgrades for Water 2019</u>							9.0%	
Creosote Road Tank	S&B Model A-16I8Q4AI-TP7-I-1	\$7,300.00	\$7,252.00	\$10,600.00	\$1,358.00		\$1,076.22	\$27,586.22
Erickson PRV	S&B Model A-16I8Q8AI-TP7-I-4	\$8,390.00	\$7,252.00	\$9,900.00	\$2,670.00		\$1,131.30	\$29,343.30
Cherry PRV	S&B Model A-16I8Q8AI-TP7-I-4	Complete in Future CIP						
Ferncliff	S&B Model E-16I8Q8AI-TP7-I-4	\$8,820.00	\$9,276.00	\$13,030.00	\$2,670.00		\$1,413.00	\$35,209.00
Grow and Wyatt	S&B Model E-16I8Q8AI-TP7-I-4	Complete in Future CIP						
Taylor Ave Well	S&B Model B-16I8Q4AI-TP7-I-1	\$9,040.00	\$7,252.00	\$11,230.00			\$1,010.70	\$28,532.70
<u>Upgrades for Sewer 2019</u>								
Lower Lovell Pump Station	S&B Model A-16I8Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00	\$1,336.00	included	\$1,100.34	\$27,688.34
Island Terrace Pump Station	use RTU from old Village LS	\$-	\$7,252.00	\$1,500.00	\$1,336.00	included	\$255.24	\$10,343.24
Woodward Pump Station	S&B Model A-16I8Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00	\$1,336.00	included	\$1,100.34	\$27,688.34
Ferry Terminal Pump Station	S&B Model A-16I8Q8AI-TP7-I-4X-ISR	\$7,110.00	\$7,252.00	\$11,520.00	\$1,336.00	included	\$1,157.04	\$28,375.04
Klickitat Pump Station	S&B Model A-16I8Q8AI-TP7-I-1-ISR	\$7,110.00	\$7,252.00	\$10,890.00		included	\$980.10	\$26,232.10
<u>Move existing PLC RTUs from obsolete TI545PLC to S7 PLC</u>								
Sunday Cove	S&B Model 6000-C7	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
Vineyard	S&B Model 6000-C7	\$-	\$-	\$2,300.00		existing	\$207.00	\$2,507.00
Sakai Village	S&B Model 6000-P4	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
Rockaway	S&B Model 6000-C7	\$3,460.00	\$-	\$1,950.00		existing	\$175.50	\$5,585.50
North Town Woods	S&B Model 6000-P4	\$3,460.00	\$7,252.00	\$1,950.00		\$2,800.00	\$427.50	\$15,889.50
Lynnwood	S&B Model 6000-P4	\$3,460.00	\$7,252.00	\$1,950.00		\$4,600.00	\$589.50	\$17,851.50
<u>SCADA systems</u>								
Fortigate FG60E VPN/firewall				\$2,570.00			\$231.30	\$2,801.30
Dell 16Gb ECC server memory expansion				\$498.00			\$44.82	\$542.82
2019 Upgrade Total:		\$79,290.00	\$81,796.00	\$105,568.00	\$12,042.00	\$7,400.00	\$11,250.90	\$297,346.90

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:40 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:

[Marine Access Committee April 8, 2019 Minutes](#)

[Marine Access Committee May 13, 2019 Minutes](#)

[Utility Advisory Committee May 8, 2019 Minutes](#)

[Utility Advisory Committee May 22, 2019 Minutes](#)

[Utility Advisory Committee June 12, 2019 Minutes](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



MARINE ACCESS COMMITTEE REGULAR MEETING MINUTES APRIL 8, 2019

The meeting was **CALLED TO ORDER** at 5:30 PM by Chair, *pro tem*, Fred Grimm at 5:30 PM. Minutes were recorded by Anthony Oddo. In attendance were Committee Members Fred Grimm, Terry Kerby, Anthony Oddo, Greg Spils, and Elise Wright.

No Harbor Stewards or Council Liaison were present.

Members of the public present to make comment are listed under **PUBLIC COMMENT**.

No **CONFLICTS** were reported.

A **motion** was made (Wright) and seconded (Kerby) to add an update on the DUOWM Layout/Design Project to the **ACTION ITEMS/DISCUSSION** section of the meeting. The motion passed via unanimous consent.

A **motion** was made (Kerby) and seconded (Oddo) to approve the minutes from the February 25, 2019 Special Meeting of the Marine Access Committee. The motion passed via unanimous consent.

DISCUSSION OF SCHEDULING CONFLICTS FOR UPCOMING MEETINGS

Anthony noted that he spoke with Roz about the committee's quorum requirements in light of the two vacancies currently on the MAC. A quorum requires three (3) members and a subcommittee may not have more than two (2) members under our current roster of five (5) individuals.

No committee member any planned absences through June, but it was agreed that each would keep the Chair apprised on changing plans. If more than two (2) members plan to be absent, the Committee would need to reschedule or cancel its regular meeting.

REPORTS

City: Councilmember Peltier was not present. No report.

Harbor Stewards: Harbor Stewards were not present. No report.

Harbormaster: The Committee received the February 2019 Report from the Harbormaster attached to the meeting packet.

ACTION/DISCUSSION ITEMS

2018 Marine Access Committee Annual Report to Council

Elise went through the 2018-19 Work Plan and prepared a draft annual report for Council about accomplishments. The Committee reviewed the draft and considered a variety of edits that were captured by Elise, who will send the final draft to the Committee for review. She will also present both the Annual Report and Proposed 2019-2020 Work Plan to the Council once a date is scheduled. Anthony will send an email to Roz asking for a date for a presentation.

A **motion** was made (Wright) and seconded (Spils) to approve the Annual Report as amended and present it to the City Council. The motion passed via unanimous consent.

2019 Project Plan/Review of MAC 2019 Work Plan

The Committee spent the remainder of the meeting reviewing the draft Work Plan for 2019-2020 as developed during the February meeting. Anthony and Elise captured edits that were incorporated into the final draft.

A **motion** was made (Oddo) and seconded (Spils) to approve the 2019-2020 Work Plan as amended and present it to the City Council. The motion passed via unanimous consent.

Anthony asked that members of the Committee think about which topics they would like to tackle first in the new work plan – particularly around the *Road Ends* work proposed. Greg will send out a document and history of some of the Committee's past work on road ends.

Update on the DUOWM Layout/Design Project

Elise asked if there were updates on the DUOWM Layout/Design Project and what continued role the Committee would play in the issue. Anthony noted that Councilmembers Medina and Tirman had recently responded to citizens who had reached out and cc'd the DUOWM Subcommittee Members. Both asked for Staff to weigh in and provide input.

Greg asked why the MAC would continue to play a role and felt that the Committee's work with respect to the DUOWM Layout/Design Project was finished. Terry concurred noting that the Committee delivered its report to the Council in late January.

Elise commented that she felt that the Committee owed a response to those who were engaged throughout the process.

PUBLIC COMMENT

The following members of the public signed in to make public comment about items related to the MAC Work Plan:

- Charlotte Rovelstad
- Andy Rovelstad

Both members of the public commented on new signs in the Hawley neighborhood that seem to limit access to the road end. They showed photos of the signs, which do not have a City of Bainbridge Island or BIMPRD logo. Charlotte Rovelstad indicated she would send a copy of the photo to the Chair. Anthony said he would forward the note on to the Deputy City Manager for investigation.

NEXT MEETING: Monday, May 13, 2019.

The meeting was **ADJOURNED** at 7:08 PM.

Chair *Elise Wright*
Elise Wright

06/24/19

343



**MARINE ACCESS COMMITTEE
DRAFT REGULAR MEETING MINUTES
MAY 13, 2019**

Present: Anthony Oddo (Chair) Fred Grimm, Terry Kerby, Elise Wright

Council Liaison Ron Peltier, **Harbor Steward** Mark Leese

Members of the Public: Andy & Charlotte Rovelstad

Call to Order: 5:30 pm

No Conflicts were reported

Minutes from April 8, 2019 were approved*

Reports

- City: Councilmember Peltier offered an update on the DUOWM project
- Harbor Stewards: Mark Leese announced that Eagle Harbor Yacht Club was (sponsoring?) the City's Boaters' Fair on June 8th and would be adding two fun races to the event. (Flyers attached)
- Harbormaster: The committee received the April 2019 report from the Harbormaster attached to the meeting packet.

Action/Discussion Items

- **Signage at Hawley Road End:** Anthony asked for photos of the signs recently erected at the end of Hawley Rd. While this is not a city-designated road end, community access to a trail there leading to Hawley Cove Park has been recently discouraged by No Parking signs. Neighbors Andy & Charlotte Rovelstad report that it has traditionally been used as a trail head, and will send photos to Anthony.
- **Road Ends Evaluation Criteria and Action Plan**
Greg and Anthony presented their suggestions for an approach to evaluating the road ends for which the committee is responsible:
 1. Make a review of status and features at each road end part of our work plan
 2. Areas of responsibility follow the political Ward divisions (North, South, Central)

3. Consider evaluating just one Ward at a time, with committee members assuming responsibility for specific Wards
 4. Consider adding historic information to standard signage, with input from the Suquamish tribe and historians such as Jerry Elfendahl
- Boaters' Fair Saturday June 8th, 10am to 2pm: Elise will contact Tami Allen about MAC's usual participation and contact committee members regarding their availability to participate.
 - Next steps on Capital Projects: We discussed creation of a subcommittee to evaluate the Ward Avenue Road End, and working with City staff to get feedback on Ward Avenue and Ocean Ave, but due to our greatly reduced membership, these projects will have to wait until we have new members. Terry Kerby is also a member of Rotary and offered to be the recipient of Rotary grant proposals.

Follow-up/Future Meetings

- Elise will be presenting the 2018 Annual Report and the 2019-20 Proposed Work Plan at the Council meeting tomorrow night, May 14th.
- Anthony proposed we elect officers at the June 10th meeting.
- Greg would like Road Ends to be the focus of the June meeting.
- July was suggested as the Annual Retreat. Usually we take that opportunity to review the past year's work and divide tasks for the upcoming year. This year there will be at least 4 new members, so that plan may need to be revisited.
- Fred Grimm mentioned that this would be his last meeting, and was thanked for his service both on this committee and for the multiple years of public service he has contributed over the last decades.

The meeting was adjourned at 7:05 pm. Minutes were recorded by Elise Wright

- * Reviewing the April meeting minutes before their presentation to Council, I was confused by the multiple references to Work Plan. I suggest the following minor changes for clarity in distinguishing between our annual report of accomplishments and our proposed work plan for the coming year. If committee members agree, the updated version in the agenda packet will be signed at the June 10, 2019 meeting.

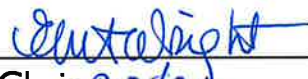
Red = delete Blue = substitute or add

2018 Marine Access Committee Accomplishments and Annual Report to Council

Elise went through the 2018-19 Work Plan and prepared a draft annual report for Council along with notes about accomplishments. The Committee reviewed the draft and considered a variety of edits that were captured by Elise. Elise captured the edits and , who will send the final draft to the Committee for review. She will also present both the accomplishments Annual report and the Proposed 2019-2020 Work Plan to the Council...

A motion was made (Wright) and seconded (Spils) to approve the work plan annual report as amended and present it to the City Council.

Another similar paragraph follows on the **2019 Project Plan/Review of MAC 2019 Work Plan**, which is why it gets confusing.


Chair 
Elise Wright

06/24/19



CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, MAY 8, 2019

Minutes

Committee Members Present: Andy Maron, Jeff Kanter, Co-chairs, Charles Averill, Steve Johnson, Ted Jones, Nancy Nolan, Emily Sato

Also Present: Council Liaison Rasham Nassar, Public Works Director Barry Loveless

The meeting was called to order at 5 p.m.

The meeting minutes of Thursday April 17, 2019 were unanimously accepted.

There was no public comment.

Membership: There are three vacancies available in June. Steve and Ted reapplied. Jeff wants to retire. Andy asked the group to encourage anyone who might be qualified to apply.

Community WiFi: The co-chairs received an email from a citizen complaining that downtown community WiFi has stopped. Barry explained that KPUD, which maintained the system, tried to turn it over to the Bainbridge Chamber of Commerce, which did not want to expend the time and money to maintain. and then to the City which similarly was not interested in the responsibility. KPUD decommissioned the system.

The council Liaison stated that the new City Manager is still working on the broadband project. She will check in with council concerning whether this project is still a priority.

Council Study Session and Periodic Review of Utilities: The UAC's recent recommendation are tentatively scheduled for the Council Study session on June 18th. Barry and Jeff will present information concerning a Fire Code update. Ted Jones will also attend and present his work on periodic review of utilities. Ted distributed copies of a possible review format for the electric utility. He will create a similar spreadsheet for cell phone and cable and direct TV.

There was discussion about possibly gathering citizen input about the utilities through the City Communications Coordinator, Kristen Drew.



CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, MAY 8, 2019

Enviro Issues was hired by Puget Sound Energy to survey the Council. The UAC discussed the importance of the Council setting the agenda for what will be reviewed rather than the utility actually being reviewed. For example, reliability including average interruption duration and frequency of interruptions is essential to any review of PSE even if Enviro Issues does not bring it up.

ETAC Presentation: Representatives Casey Schmidt and Charlie Kratzer of ETAC discussed the addition of two items to the city's 2019-20 budget: Tertiary Treatment and Stormwater Treatment. An RFQ has been issued for consultants to do a study of the current operation of the treatment plant, develop alternatives for tertiary treatment, and review potential costs. Public Works is looking for committee help with better defining objectives and reviewing the consultant's final report and conclusions. Barry will keep both committees informed.

Small Water Systems: Andy distributed an outline of a memo in progress concerning consolidation of small water systems. The future of the Emerald Heights water system was also discussed. A suggestion was made that the City should discuss assisting with their water system, as the City is already providing sewer service to the area.

The meeting was adjourned at 6:58 pm.

Chair

06/12/19



CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, MAY 22, 2019

Minutes

Call to Order / Roll Call / Accept or Modify Agenda / Conflict of Interest Disclosure

Co-Chair: Andy Maron
Co-Chair: Jeff Kanter
Members: Charles Averill, Steve Johnson (arrived 5:45 pm), Emily Sato, Nancy Nolan, Ted Jones
Also Present: Council Liaison: Rasham Nassar, Public Works Director Barry Loveless

The meeting was called to order at 5:00 pm.

Public Comment: None.

UAC Membership Vacancy

No applicants have applied as of yet. The application deadline has been extended.

June 18th City Council Study Session

The PowerPoint presentation for the June 18th City Council Study Session was reviewed, with minor revisions suggested by the Committee. The agreed upon changes will be incorporated, and the revised presentation will be brought back to the next meeting. Jeff Kanter said he would be presenting the fire flow memo at the same June 18th Council Study Session.

Groundwater Management Plan

Barry informed the Committee on the latest developments regarding the groundwater management plan. City Council has approved a term position for a hydrogeologist to manage the Groundwater Management Plan for the next two years. The staff hydrogeologist will be tasked with reviewing the data, facilitating identification of all the issues involved, and coming up with an action plan if they determine there are problems requiring solutions.

Small Water System Policies

Andy and Nancy presented their current draft report still in process. They both expressed concern about Group B water systems, public safety, wellhead protection, and reliability.

Broadband

Steve suggests making a recommendation for City Council to fund a comparative study (RFP/Consultant) looking at comparable cities, reviewing current service, and offering a vision for where the City should be going. It was decided to put on an upcoming agenda for discussion.

The meeting was adjourned at 6:33 pm.


Chair
6/26/19



CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, JUNE 12, 2019

MINUTES

CALL TO ORDER

Meeting called to order at 5:04 p.m.

All members present: co-chairs Andy Maron & Jeff Kanter; members Charlie Averill, Steve Johnson, Ted Jones, Nancy Nolan, Emily Sato

Also present: Council liaison Rasham Nassar, and Public Works Director Barry Loveless

MINUTES of the May 8 meeting were unanimously approved.

PREPARATION FOR JUNE 18 COUNCIL STUDY SESSION

Two UAC matters will be presented to the City Council on June 18:

- Ted will present the draft UAC Utility Review Proposal. The Committee reviewed the latest PowerPoint version. Several edits were agreed to, but there were no major changes from the earlier draft.
- Jeff will present info about proposals to update City Code requirements that apply to water systems. This follows up on a memo from May 9, 2018. Concerns about the current code are that some provisions are ambiguous, inconsistent, or unclear. These can result in additional costs, particularly for small water systems when they have projects that require city approval. The goal is to get a small work group together to clarify the code needs for small water systems.

UAC MEMBERSHIP VACANCY

- Three members' terms (Jeff, Steve, and Ted) expire this year. Ted has applied for another term, but Jeff and Steve did not. Andy reported that six people have been interviewed, with decisions about the appointments expected soon.
- Rasham and Andy also reported about the council's recent discussion on committee organization. The council had considered a proposal that would have changed the UAC from a Committee into a Task Force, but the council rejected that proposal by a 4-to-3 vote.

DISCUSSION ABOUT BROADBAND

Broadband issues were discussed in the context of the draft UAC Utility Review Proposal (above). No further discussion.

C.I.P. UPDATE

Responding to a question from Jeff, Barry updated the committee on proposed repairs to the McDonald Creek Culvert under Eagle Harbor Drive. The culvert needs repair, but environmental issues must be worked out with the Department of Fish & Wildlife and the Suquamish Tribe before permits can be granted.

DISCUSSION OF SMALL WATER SYSTEM POLICIES

Andy and Nancy are preparing some new info for the Committee, but have nothing to report yet.

Meeting adjourned at 6:27 p.m.


Chair 6/24/19
6/26/19



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: July 9, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:45 PM) Regional Committee Reports by Council Member Liaisons - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

Information only.

SUMMARY:

Council members will provide an update on regional committees.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding: