



CITY OF
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 22, 2019**

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

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**
3. **PUBLIC COMMENT - 6:10 PM**
4. **MAYOR'S REPORT - 6:25 PM**
5. **CITY MANAGER'S REPORT - 6:30 PM**
6. **PUBLIC HEARING(S)**
 - 6.A **(6:35 PM) Public Hearing on Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance**, 10 Minutes
Ordinance No. 2019-27 Relating to the Levy of Property Taxes for Collection in 2020
City of Bainbridge Island Levy Limit Calculation 9 17 19 TY-2020
Property Tax CC 102219.pptx
 - 6.B **(6:45 PM) Public Hearing on Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020 - Finance**, 10 Minutes
Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020
2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf
2020 Budget Modifications for CC 100119.pptx
2020_Budget_Modification_Memo_-_Final - 100119.docx
 - 6.C **(6:55 PM) Public Hearing on Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards - Executive**, 10 Minutes
Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards
Ordinance No. 2019-15, Interim Official Control Establishing Small Wireless Facilities Design

Standards (Expires 11-14-19)

7. UNFINISHED BUSINESS

- 7.A (7:05 PM) Consider Annual Funding for Friends of the Farms - Executive,** 30 Minutes
Staff Memo - Consideration of Annual Funding for Friends of the Farms
Farm topics for CC 10222019
FOF Budget Detail for Management Fee Request
FOF Executive Director Activities for Public Farmland
FOF Program Manager Activities for Public Farmland
FOF Non-COBI Programs and Activities
FotF Q1-2019 Management Fee Invoice.pdf
FotF Q2-2019 Management Fee Invoice.pdf
FotF Q3-2019 Management Fee Invoice 10.1.19.pdf
- 7.B (7:35 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning,** 15 Minutes
Staff Memo - Accessory Dwelling Unit Regulations 102219
Ordinance 2019-09 DRAFT 101519
October 2018 Legal Memo on ADUs
Building Official Memo re Tiny Home Appendix Q Adoption
Appendix Q
ADU Use Specific Standards 18.09.030 Attachment A
- 7.C (7:50 PM) Ordinance No. 2019-32 Amending BIMC 2.16.020.S. Housing Design Demonstration Projects (HDDP) Program - Planning,** 15 Minutes
20191016 DRAFT ORD 2019-32 HDDP Program
Ordinance No. 2018-31 Limiting the Housing Design Demonstration Project Program to Affordable Housing Approved 082818
- 7.D (8:05 PM) Resolution No. 2019-26, Updating the City's Ethics Program - Executive,** 20 Minutes
Staff Memo - Potential Discussion Points for City Council Consideration
Resolution No. 2019-26, Updating the City's Ethics Program
Revised Code of Conduct and Ethics Program - Track Changes
- 7.E (8:25 PM) Proposed Process to Negotiate Puget Sound Energy Franchise Agreement Renewal - Executive,** 15 Minutes
OMW Memo Re PSE Franchise Renewal - For 10-22-19

8. NEW BUSINESS

- 8.A (8:40 PM) First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive,** 10 Minutes
First Amendment to ILA for Kitsap County Department of Emergency Management
Memo re KCDEM Agreement May 2019.docx
- 8.B (8:50 PM) Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works,** 10 Minutes
Staff Memo - Virginia Mason Trailer Donation

Donation Agreement for Virginia Mason Trailer

- 8.C **(9:00 PM) Resolution No. 2019-28, Setting a Public Hearing Date for a Proposed Street Vacation on a Portion of Point Monroe Drive - Public Works, 10 Minutes**
Resolution No. 2019-28 to Set Pt. Monroe Rd Vacation Public Hearing Date
Point Monroe Road Vacation Backup Documentation_.pdf
- 8.D **(9:10 PM) Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works, 10 Minutes**
HGAC ILA Agreement
- 8.E **(9:20 PM) Front Broom Sweeper Procurement - Public Works, 5 Minutes**
HGAC ILA Agreement
- 8.F **(9:25 PM) Video Inspection Camera Procurement and Budget Amendment- Public Works, 5 Minutes**
HGAC ILA Agreement
HGAC (CUES) Contract Pricing Worksheet
- 8.G **(9:30 PM) Roadside Chipper Procurement - Public Works, 5 Minutes**
WA State Master Contract No. 05218
FMI Equipment Quote

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 10-23-19.pdf
Payroll.pdf
- 9.C **City Council Study Session Minutes, October 1, 2019**
City Council Study Session Minutes, October 1, 2019
- 9.D **City Council Regular Business Meeting Minutes, October 8, 2019**
City Council Regular Business Meeting Minutes, October 8, 2019.pdf
- 9.E **Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing - Finance, 5 Minutes**
Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing
AWC Implementing HB 1406
MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit
- 9.F **Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) - Finance, 5 Minutes**
Ordinance No. 2019-29 2019-2024 Updated Budget - Capital Improvement Plan
Revised 2020 CIP.pdf

- 9.G **Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works**, 5 Minutes
Staff Reservoir Presentation - 8 Oct 2019
Amendment No. 1 to PSA with Gray & Osborne, Inc.
Exhibit A to Amendment No. 1 to PSA with Gray & Osborne, Inc.
Professional Services Agreement with Gray & Osborne, Inc. (Executed on 9-29-17)
- 9.H **Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works**, 5 Minutes
Water Quality Stormwater Capacity Agreement
- 9.I **Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas Emissions Inventory - Executive**, 5 Minutes
Amendment No. 1 to PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory
PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory (Executed 2-14-19)

10. COMMITTEE REPORTS

- 10.A **(9:40 PM) Committee Reports**,
Climate Change Advisory Committee Minutes, September 18, 2019
Cultural Funding Advisory Committee Minutes, September 9, 2019
Environmental Technical Advisory Committee Minutes, August 8, 2019
Public Safety Committee Minutes, May 9, 2019
Race Equity Task Force Minutes, September 5, 2019
Utility Advisory Committee Minutes, September 11, 2019
Utility Advisory Committee Minutes, September 25, 2019

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

12. ADJOURNMENT - 9:55 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: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:35 PM) Public Hearing on Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Conduct public hearing on Ordinance No. 2019-27. Following the public hearing, the suggested action is:

I move to forward to the November 12th unfinished business portion of the agenda Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020.

SUMMARY:

Conduct a public hearing on Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020.

FISCAL IMPACT:

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

BACKGROUND:

Washington state uses a budget-based property tax system. This means that cities, as part of their annual budget process, must first establish the total dollar amount of property tax revenue they wish to generate for the upcoming year, subject to several restrictions. Once the total dollar amount is established, the levy rate is calculated based on the assessed valuation and other factors. These requirements are necessary for both annual and biennial budgets. There are three steps to complete the necessary requirements: First, a public hearing needs to be scheduled by the Council. Second, a public hearing must take place. And third, an ordinance must be adopted by the Council that states both the dollar increase and the percentage change from the prior year. The City must certify its desired levy amount each year via ordinance to the County Assessor no

later than November 30th each year in order to levy taxes for the subsequent budget year. The 2020 proposed property tax estimate is calculated by the Kitsap County Assessor's office. The dollar increase to the 2019 total levy of \$7,652,301 is \$70,611, which is an increase of 0.922743%, plus an increase of \$128,308 equal to the amount allowed under the new construction provisions of RCW 84.55.010, plus the tax refund amount of \$30,773 for a total new levy amount of \$7,881,993. Additional detail is provided on the attached sheet, which is provided by the Kitsap County Assessor's office. In addition, Ordinance No. 2019-27 will levy \$610,400 to pay the 2020 debt service cost of the 2013 Refunded Voted Open Space General Bond Obligation Bonds. The levy is equal to the amount of the debt service.

ATTACHMENTS:

[Ordinance No. 2019-27 Relating to the Levy of Property Taxes for Collection in 2020](#)

[City of Bainbridge Island Levy Limit Calculation 9 17 19 TY-2020](#)

[Property Tax CC 102219.pptx](#)

FISCAL DETAILS:

The 2019-2020 adopted biennial budget is supported by estimated property tax revenues that were forecast during the creation of the budget in 2018. The revised revenue estimates in the 2020 budget will reflect the changes after the public hearing and the Council's adoption of the ordinance take place. Property taxes are recorded as revenue in both the General Fund and the General Obligation Bond Fund.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-27

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the levy of property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2020, on all real and personal property within the City that is subject to taxation; levying both general property taxes for the purpose of providing sufficient revenue to carry on the usual activities of the City as required by law, and special levy taxes as authorized by the voters in the November 6, 2001, election.

WHEREAS, the City Council of Bainbridge Island has considered the financial requirements of the City for 2020 as set forth in the City Manager’s 2020 Budget Modifications, and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property which are included therein; and

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

WHEREAS, the City Council properly provided notice of and conducted the public hearing held on October 22, 2019, to consider the City’s revenue sources for the City’s 2020 General Fund budget; and

WHEREAS, the previous year’s actual levy was \$7,652,301; and

WHEREAS, the City Council, after hearing and duly considering all relevant information and testimony presented, has determined that the City requires an increase in property tax revenue from the previous year equal to 0.922743 percent of the amount levied for collection in 2020 as authorized by chapter 84.55 RCW (see, e.g., RCW 84.55.005, RCW 84.55.010), in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City and in its best interest; and

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

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

WHEREAS, the debt service on such bonds for the year 2020 will be \$610,400.

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

Section 1. The 2019 regular property tax levy for collection in 2020 is declared to be the previous year's levy of \$7,652,301 plus an increase of \$70,611, which is an increase of 0.922743 percent, plus an increase equal to the amount allowed under the new construction provisions of RCW 84.55.010 of \$128,308, and any increase in the value of state-assessed property, any additional amounts resulting from any refunds made of \$30,773. The total is \$7,881,993.

Section 2. In addition to the City's regular property tax levy described in Section 1 above, there is levied for collection in 2020, upon all property, both real and personal within the City and within the area subject to taxation, a voter-approved special levy property tax to pay the debt service on the City's 2002 and 2004 Unlimited Tax General Obligation Bonds which were refunded in 2013. The special levy to pay the 2020 debt service on the refunded debt service amount is \$610,400.

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

Section 4. This ordinance shall take effect on January 1, 2020, after its passage, approval and publication as required by law.

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK	October 1, 2019
PASSED BY THE CITY COUNCIL	_____ __, 2019
PUBLISHED:	_____ __, 2019
EFFECTIVE DATE:	January 1, 2020
ORDINANCE NO:	2019-27

2020 TAX YEAR LEVY LIMIT CALCULATION

CITY OF BAINBRIDGE ISLAND

District # 8730

Previous Year's Levy Including Any Refunds & Canceled Taxes Levied = 7,652,301

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

Highest Allowed Levy Since 1986 = 7,646,448

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

1% Increase to Highest Allowed Levy = 7,722,912

This is the maximum allowed but may change to match what is authorized by resolution or is lawfully allowed for your district. It is exclusive of the items listed under the previous year's levy. The dollar and percent increase over the previous year's actual levy to collect this amount is \$70,611 and 0.922743%.

Amount due to New Construction = 128,308

New construction assessed value 140,950,890 X .910304 (the prior year's levy rate) = 128,308

Amount due to Increase in Utilities = 0

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

AV of Annexed Property = 0

Amount due to Annexations = 0

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

Current Total Assessed Value = 9,222,218,767

This amount may fluctuate until values are final in January.

Tax Refunds & Canceled Taxes less Supplements = 30,773

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

Projected Levy Rate = .851337

Maximum Levy Rate = 2.47

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

ESTIMATED TOTAL LEVY LIMIT AMOUNT = 7,881,993

Property Tax Levy Ordinance

October 22, 2019



CITY OF
BAINBRIDGE
ISLAND

Property Tax Process:

- ▶ RCW 84.55.10 requires taxing district's that collect regular levies hold a public hearing
- ▶ Ordinance 2019-27 sets the levy amount to be collected in 2020
- ▶ State law limits increase to 1%, plus the value of new construction and tax refunds
- ▶ Property Tax Levy must be certified to the County Assessor by November 30th

October 22, 2019

Property Tax Calculation:

Previous year highest allowed levy	7,646,448	
1% increase	<u>76,464</u>	
New highest allowed levy	7,722,912	a
Previous year's levy amount (includes refunds)	7,652,301	
Total dollar increase over last levy amount	70,611	
Total percent increase over last levy	0.9227483%	
Add in New Construction	128,308	b
Tax Refunds	30,773	c
Estimated Total Levy for 2020	7,881,993	a+b+c

October 22, 2019

Property Tax Revenue:

- ▶ Single largest revenue source
- ▶ 2020 Budget is \$7,698,000
- ▶ Approximately 40% of Total General Fund Revenue

Property Tax Next Steps:

- ▶ Tonight hold the public hearing and answer any questions
- ▶ Consider approval of Ordinance 2019-27, and forward to November 12th consent agenda

October 22, 2019



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:45 PM) Public Hearing on Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020 - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Conduct public hearing on Ordinance No. 2019-28. Following the public hearing, the suggested action is:

I move to forward to the November 12th unfinished business portion of the agenda Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020.

SUMMARY:

Conduct a public hearing on Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020.

FISCAL IMPACT:

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

BACKGROUND:

The City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010, and prepared biennial budgets for the 2011-2012, 2013-2014, 2015-2016, 2017-2018, and 2019-2020 biennia. In July of 2013, the City adopted Ordinance No. 2013-23, which provides for a mid-biennial review of the budget and for modifications, as approved by the Council. The Council approved a budget for 2020 late in the fall of 2018 to which City administration is now proposing a limited number of adjustments for

consideration. At the City Council Study Session on October 1, 2019, staff presented the 2020 Mid-Biennium Budget Modifications. There is time set aside on this agenda to conduct a public hearing.

ATTACHMENTS:

[Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020](#)

[2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf](#)

[2020 Budget Modifications for CC 100119.pptx](#)

[2020 Budget Modification Memo - Final - 100119.docx](#)

FISCAL DETAILS:

Total change in 2020 ending fund balance for Tax-Supported Funds is an increase of \$194,623. Total change in 2020 ending fund balance for the Water Fund is an increase of \$45,000. Total change in 2020 ending fund balance for the Sewer Fund is an increase of \$146,000.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-28

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting mid-biennium modifications to the final budget of the City for fiscal year ending December 31, 2020, which is the second year of the biennial budget.

WHEREAS, the City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010; and

WHEREAS, on November 27, 2018, the City of Bainbridge Island adopted a biennial budget for 2019 and 2020; and

WHEREAS, the City adopted Ordinance No. 2013-23 providing for a mid-biennial review of the budget; and

WHEREAS, modifications to the budget were submitted to the City Manager with estimates of revenues, and based on requests from all departments for expenditures for the fiscal year ending December 31, 2020 (these dates being prior to the dates required by law); and

WHEREAS, the modifications to the biennial budget were presented to the City Council at a City Council meeting on October 1, 2019; and

WHEREAS, on October 22, 2019, pursuant to Chapter 2.82 of the Bainbridge Island Municipal Code and RCW 35A.34.130, the City Council held a public hearing regarding this ordinance and the proposed modifications to the biennial budget; and

WHEREAS, the City Council met regarding the proposed modifications to the biennial budget on November 12, 2019, for the purpose of adopting a final budget for 2020 and at which meeting the City Council made such changes as it deemed necessary and proper.

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

Section 1. The budget for the fiscal year 2020 is hereby modified and adopted as the result of the City's mid-biennium review. The entire modified budget document is to be placed on file with the office of the City Clerk for public inspection.

Section 2. Attached hereto as Exhibit A (to the 2020 Modified Budget) are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the modified budget.

Section 3. The City Manager may authorize transfers of budget authority within a fund as needed but may not transfer budget authority from one fund to another without the prior approval of the City Council.

Section 4. Because the amounts of revenues and expenditures to be recorded in the Building and Development Services Fund are not clearly fixed and because the Building and Development Services Fund receives operating transfers from the General Fund, this Budget authorizes additional amounts to be spent from the Building and Development Services Fund and to be covered by additional operating transfers from the General Fund provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 5. A complete copy of the final budget for 2020, as modified by the mid-biennium review, together with a copy of this ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall take effect on January 1, 2020.

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

APPROVED by the Mayor this ___ day _____, 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	October 1, 2019
PASSED BY THE CITY COUNCIL:	_____, 2019
PUBLISHED:	_____, 2019
EFFECTIVE DATE:	January 1, 2020
ORDINANCE NO.:	2019-28

ATTACHED: EXHIBIT A

**CITY OF BAINBRIDGE ISLAND - 2020 MODIFIED BUDGET
SUMMARY BY FUND**

**Exhibit A
ORDINANCE NO. 2019-28**

<u>CITY FUNDS</u>	<u>2020 EXPENDITURES</u>
001 GENERAL FUND	18,581,779
101 STREET FUND	3,804,319
103 REAL ESTATE EXCISE TAX FUND	2,788,126
104 CIVIC IMPROVEMENT FUND	275,000
108 AFFORDABLE HOUSING FUND	114,500
171 TRANSPORTATION BENEFIT FUND	402,000
173 TRANSPORTATION IMPACT FEE FUND	117,000
201 GO BOND FUND	1,466,157
203 LID BOND FUND	44,179
301 CAPITAL CONSTRUCTION FUND	6,112,000
401 WATER OPERATING FUND	2,819,553
402 SEWER OPERATING FUND	4,569,126
403 STORM & SURFACE WATER FUND	2,843,929
407 BUILDING & DEVELOPMENT FUND	3,369,762
501 EQUIPMENT RENTAL & REVOLVING	83,148
	<hr/>
TOTAL EXPENDITURES	<u><u>47,390,578</u></u>



CITY OF
BAINBRIDGE
ISLAND

2020 Mid-Biennium Budget
Modifications

October 1, 2019

Expense Modifications

■ Capital Requests

- High School Road Safety Improvements grant award - \$52,000
 - to reflect additional grant funding.

■ Operations Requests

- Emergency management training - \$10,000
 - 1 Wilderness First Responder class and two refresher classes.
- Closed captioning hardware and software - \$63,000
 - to reflect Americans With Disabilities Act requirements.
- Cencom 911 – Records retention software - \$150,000
 - City's portion of Cencom updating records retention system

Expense Modifications - con't

■ Operations Requests con't

- Waterfront park underground power project- \$50,000
 - to support PSE project to underground power.
- Waterfront park car charging stations- \$25,000
 - to install electric car charging stations along Brien Dr.

Expense Modifications – con't

- Technical requests reflect decisions that have already been approved
 - Transportation benefit rate increase - \$200,000
 - Per Council action to increase car tab fees from \$20 to \$30.
 - Water rate increase - \$45,000
 - Per Council action to increase water rates.
 - Sewer rate increase - \$146,000
 - Per Council action to increase sewer rates.

Expense Modifications – con't

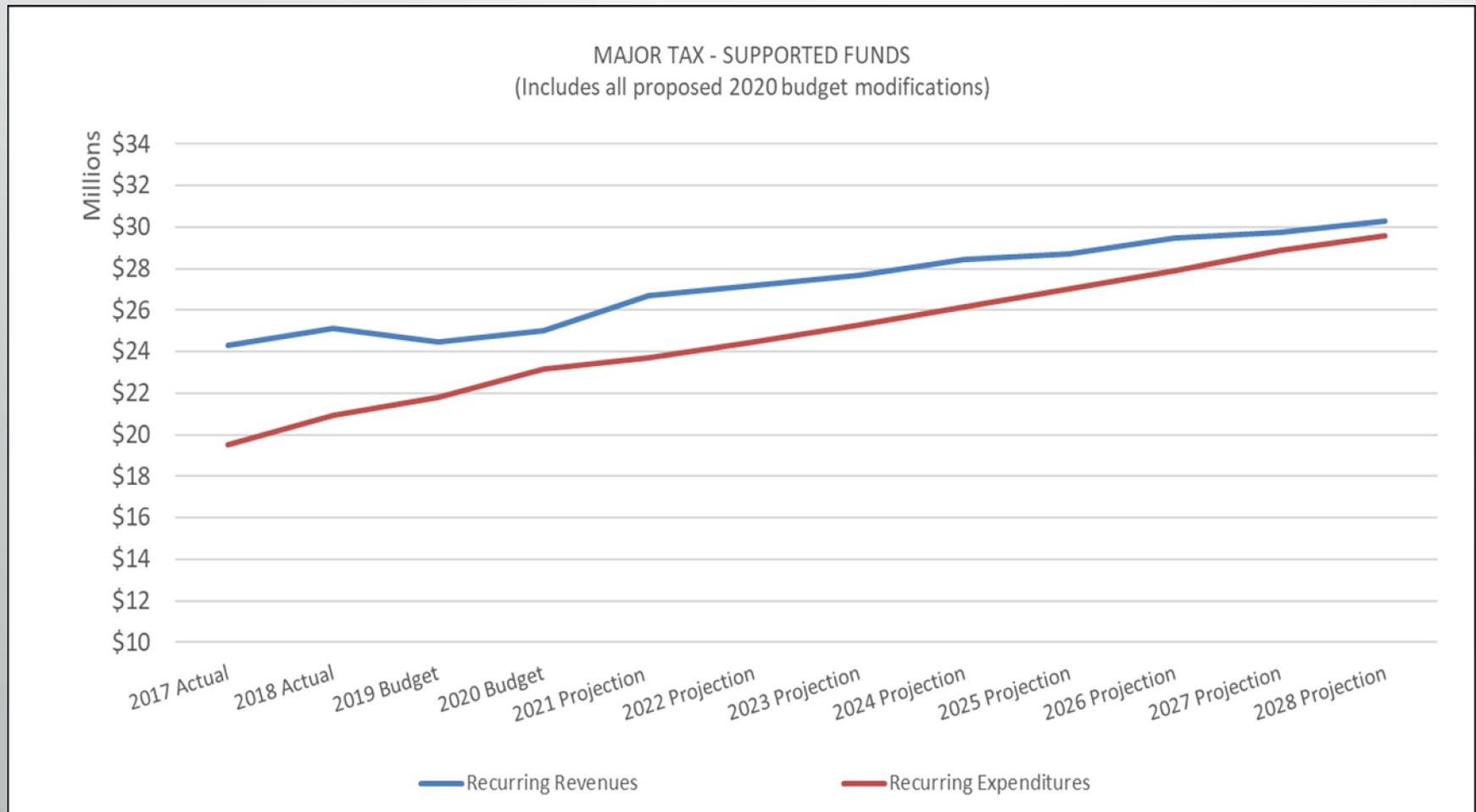
■ Technical requests con't

- Kitsap County Department of Emergency Management (KCDEM) - \$22,000
 - Per Council action to complete a new ILA for additional services.
- Lodging tax advisory committee contract awards for 2020 - \$15,000
 - To match planned revenue.
- Annual debt payments for the Police and Municipal Court Building – (\$231,195)
 - To reflect lower debt service payments than originally planned.
- Annual debt payments for 2007 and 2008 LTGO bonds – (\$98,428)
 - To reflect lower debt service payments due to refunding

Total Change in Fund Balance

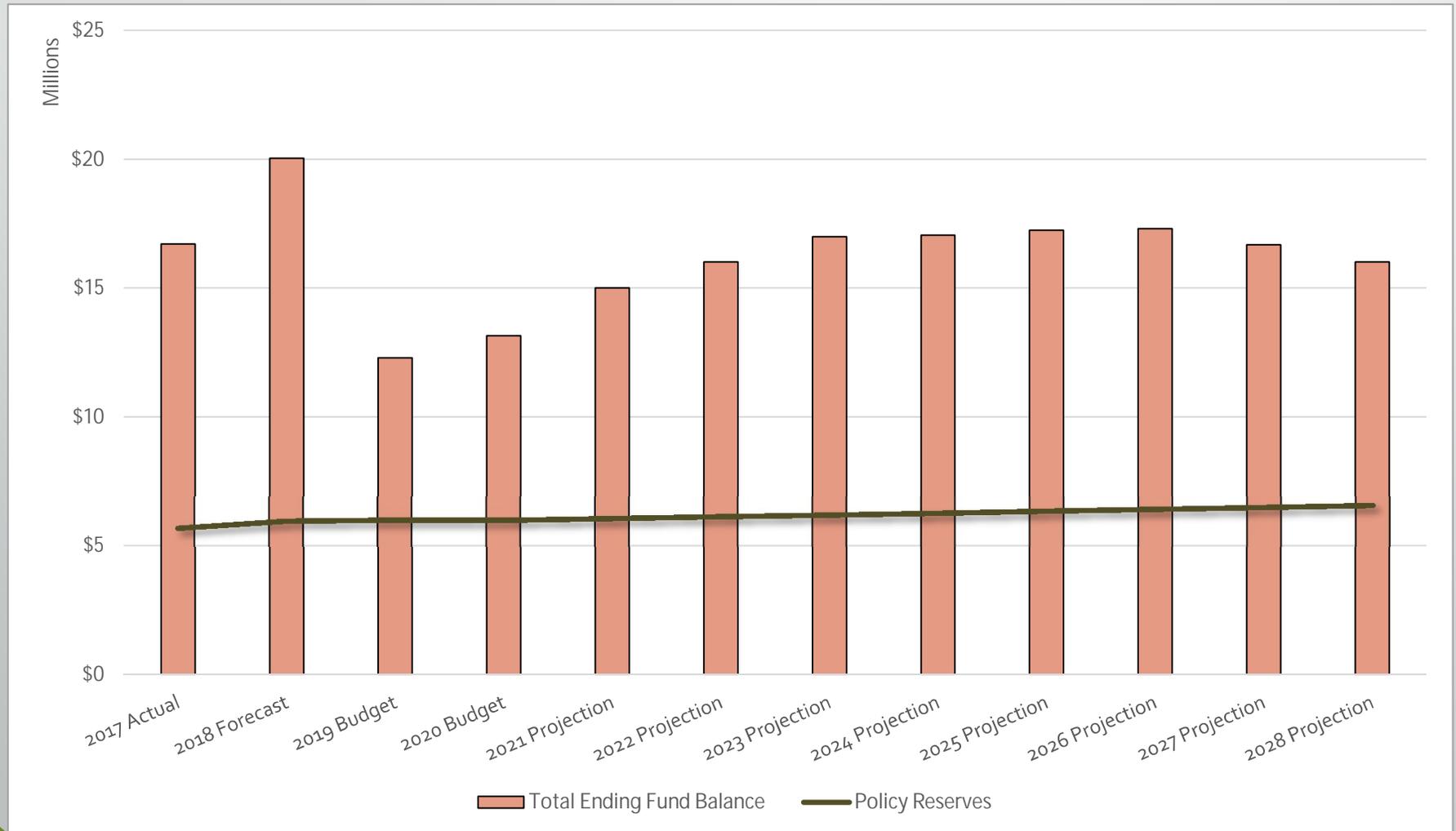
- Total change in tax supported fund balance is a gain of \$194,623
- Total change in Water fund balance is a gain of \$45,000
- Total change in Sewer fund balance is a gain of \$146,000

Recurring Revenues vs Recurring Expenses



October 1, 2019

Ending Fund Balance Major Tax Supported Funds



October 1, 2019

Next Steps



Oct. 8, 2019

Business Meeting – 1st reading of the Ordinance and scheduling a public hearing.



Business meeting – Public Hearing and consider forwarding to the consent agenda



Oct. 22, 2019

October 1, 2019



Questions?

Discussion

October 1, 2019



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: October 1, 2019

To: City Council
Morgan Smith, City Manager
DeWayne Pitts, Director of Finance and Administrative Services

From: Kim Dunscombe, Budget Manager

Subject: City of Bainbridge Island 2020 Budget Modifications

The City of Bainbridge Island prepares a biennial budget, which provides a financial plan for two years. The use of a two-year cycle is intended to allow both the Council and City administration to set longer-term priorities and plans. The biennial budget cycle also supports efficient operations by minimizing budget development activities in mid-cycle years. The Council approved a budget for 2020 late in the fall of 2018 to which City administration is now proposing a limited number of modifications for consideration. The proposed budget adjustments are listed in this memo. The mid-biennial adjustments do not propose significant changes to the programs and services currently offered by the City.

Modifications can be grouped as follows:

1. Capital. These budget adjustments reflect changes to previously approved capital items.
2. Operations. These budget adjustments reflect changes to City programs in support of ongoing efforts including emergency preparedness and public safety.
3. Technical changes. These budget adjustments reflect decisions that have already been made through, for example; a 2019 Quarterly Budget Adjustment, a 2019 Ordinance, or Contract acceptance.

The 2020 budget modifications include a limited number of changes:

Capital Modifications:

- Increase revenue and expense appropriation for High School Road Safety project to reflect \$52,000 in grant funding.

Operating Modifications:

- Increase budget for Emergency Management training by \$10,000 in order to support an additional Wilderness First Responder class and two refresher classes.
- Increase budget in Executive department by \$63,000 to plan for the addition of closed captioning capabilities for City Council meetings, to reflect Americans With Disabilities Act requirements.
- Increase budget in Executive department by \$150,000 in anticipation of City's portion of costs from Cencom purchase of new records retention systems to be used countywide.
- Increase budget in Public Works to support costs associated with Brien Dr. opportunity to underground electric service \$50,000, and also install electric car charging stations \$25,000. This work would be completed by PSE in conjunction with their planned pole replacement in this area.

Technical Modifications:

- Increase revenue from Transportation Benefit District by \$200,000 per Council action in 2019 to increase rates.
- Increase revenue to Water Utility by \$45,000 per Council action in 2019 to raise water rates.
- Increase revenue to Sewer Utility by \$146,000 per Council action in 2019 to raise sewer rates.
- Increase budget in Executive by \$22,000 per Council direction in 2019 to complete a new interlocal agreement with Kitsap Department of Emergency Management for training and other services.
- Increase budget for 2020 Lodging Tax Advisory Committee awards by \$15,000 to match planned revenue.
- Reduce budget for debt service related to the Police Station/Municipal Court replacement project by \$231,195 to reflect lower debt service payments than originally anticipated.
- Reduce budget for debt service related to Open Space bonds by \$98,428 to reflect lower payments due to refunding of existing bonds to a lower interest rate.

TABLE 1: Proposed 2020 Budget Modifications

		Rev. or Exp.	Tax Supported Amount	Utility Supported Amount	On-going or One-time
Capital Modifications					
	High School Road Safety Improvements Grant	Revenue	52,000	-	One-time
	High School Road Safety Improvements Expenditure	Expense	52,000	-	One-time
Operating Modifications					
	Emergency Mgmt. Training	Expense	10,000	-	One-time
	Closed Captioning Hardware & Software	Expense	63,000	-	One-time
	Cencom 911 - Records Retention Distribution	Expense	150,000	-	One-time
	Waterfront Park Car Charging Station	Expense	25,000	-	One-time
	Waterfront Park Underground Power Project	Expense	50,000	-	One-time
Technical Modifications					
	Transportation Benefit Rate Increase	Revenue	200,000	-	On-going
	Water Rate Adjustment	Revenue	-	45,000	On-going
	Sewer Rate Adjustment	Revenue	-	146,000	On-going
	Kitsap County Department of Emergency Mgmt.	Expense	22,000	-	On-going
	Increase LTAC Contract Expenditures	Expense	15,000	-	One-time
	DEBT: Police & Court Facility Expense	Expense	(231,195)	-	On-going
	DEBT: Refunding Changes	Expense	(98,428)	-	On-going
	Total change in fund balance - Increase / (Decrease)		\$ 194,623	\$ 191,000	

With these proposed adjustments, the 2020 budget continues to meet the City's guiding fiscal priorities; hold recurring expenses less than recurring revenues, and fully fund all policy reserves.

In the coming weeks, I look forward to working with you to approve a modified budget for 2020. I am also looking forward to working with you in 2020 for development of the 2021/2022 biennial budget.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (6:55 PM) Public Hearing on Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve Ordinance No. 2019-31.

SUMMARY:

On May 14, 2019, the City Council adopted Ordinance No. 2019-15, an interim official control establishing design guidelines for small wireless facilities. The interim official control was enacted for a six-month duration and expires on November 14, 2019. The Planning Commission is currently working on permanent design guidelines, but additional work is required. Therefore, staff recommends extension of the interim official control for an additional six-month period.

FISCAL IMPACT:

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

BACKGROUND:

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

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

On June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control. On August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

On September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15. The Planning Commission is currently scheduled to continue its consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019 and November 14, 2019 meetings

The interim official control took effect on May 14, 2019. If the Council approves Ordinance No. 2019-31, the interim official control will be extended, and remain in effect, until May 14, 2020, unless terminated earlier by the City Council.

ATTACHMENTS:

[Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards](#)

[Ordinance No. 2019-15, Interim Official Control Establishing Small Wireless Facilities Design Standards \(Expires 11-14-19\)](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2019-31

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Planning Commission is currently scheduled to continue its consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019 and November 14, 2019 meetings; and

WHEREAS, additional meetings before the Planning Commission may be required before the Planning Commission recommends permanent regulations for City Council consideration; and

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

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

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

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

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

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31, including the work plan included as **Exhibit A** to this ordinance; and

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

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

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

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

Section 3. Duration of Interim Official Control Extended. The interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control until May 14, 2020, six months beyond the current expiration date, which, without this extension, would be November 14, 2019.

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

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

Section 6. No Change to Basis for Declaration of Emergency or Effective Date; Extension of Duration. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2019-15, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the “Whereas” clauses in Ordinance Nos. 2019-15 and those “Whereas” clauses are adopted as findings of fact. This ordinance amending the interim official control shall extend the

duration of the interim official control for an additional six-month period, until May 14, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is May 14, 2019. The Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:

2019-31

Attachment: Exhibit A



EXHIBIT A

WORK PLAN FOR PERMANENT REGULATIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES (October 8, 2019)

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

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

On June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control. On August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

The interim official control took effect on May 14, 2019. If the Council approves Ordinance No. 2019-31, the interim official control will be extended, and remain in effect, until May 14, 2020, unless terminated earlier by the City Council.

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

2019 Q4

Planning Commission:

On September 12, 2019, the Planning Commission began consideration of permanent regulations. Continued discussion is scheduled for the Planning Commission’s October 24, 2019 and November 14, 2019 meetings. Following these meetings, additional consideration before the Planning Commission will be scheduled as needed. At least one public hearing will be held by the Planning Commission before its recommendation regarding permanent regulations is made to the City Council. Staff solicited comments from industry representatives, which will be provided for review by the Planning Commission.

City Council:

Council consideration of Ordinance No. 2019-31, extending the interim official control for an additional six-month period.

2020 Q1/Q2

Planning Commission:

Additional consideration before the Planning Commission, as needed. At least one public hearing will be held by the Planning Commission before its recommendation regarding permanent regulations is made to the City Council.

City Council:

City Council review and action on the permanent regulations recommended by the Planning Commission.

ORDINANCE NO. 2019-15

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communications facilities; Amending Title 18 of the Bainbridge Island Municipal Code to add a new Chapter 18.10A BIMC, authorizing and establishing design and concealment standards for small wireless facilities; Amending BIMC 18.10.030 regarding definitions; Revising BIMC 18.10.010 to adopt applicability section; Repealing and replacing in full Chapter 18.11 BIMC concerning eligible facilities requests; Adopting findings in support of the foregoing; Requiring a post-adoption public hearing on the foregoing; Providing for severability; Declaring a public emergency and establishing an immediate effective date.

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

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

WHEREAS, the aesthetic design and concealment standards that govern deployment of small wireless facilities will become part of Chapter 18.10A BIMC; and

WHEREAS, contemporaneous with the consideration of this ordinance, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

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

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

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

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

WHEREAS, the City Council finds that the adoption of this interim official control ordinance will allow the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for its citizens to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that adopting interim official control as set forth herein for up to six (6) months is necessary for the immediate preservation of the public peace, health, or safety.

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

Section 1. Purpose. The purpose of this ordinance is to adopt and establish interim aesthetic requirements and revisions to the City’s wireless communications facilities code provisions in response to the FCC Order for a period of six (6) months, or until such earlier time as permanent regulations may be adopted.

Section 2. Findings. The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the interim official control established by this ordinance. The City Council further finds that this ordinance is necessary, in conjunction with Ordinance No. 2019-11, to address potential applications for small wireless facilities within the presumptive safe harbor review periods prescribed by the FCC Order. As such, a public emergency exists requiring that this ordinance take effect immediately upon passage.

Section 3. Amendment of BIMC 18.10.010. Section 18.10.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

18.10.010 – Purpose. General Provisions.

A. This chapter addresses the issues of location and appearance associated with wireless communication facilities (“WCFs”). It provides adequate siting opportunities through a wide range of locations and options which minimize safety hazards and visual impacts sometimes associated with wireless communications technology. The chapter encourages siting of facilities on existing buildings or structures, co-location of several providers’ facilities on a single support structure, and visual mitigation measures to maintain neighborhood appearance and reduce visual clutter in the city.

B. Applicability

1. Applicability. The provisions of this chapter shall apply to all new WCFs located within the boundaries of the City, and for any modification to an existing WCF that is not governed by Chapter 18.11 BIMC, provided that this chapter shall not apply to small wireless facilities that are permitted under Chapter 19.10 BIMC and are subject to Chapter 18.10A BIMC.
2. Permit Required. Any person who desires to place any WCF within the boundaries of the city must apply to the city for the appropriate wireless communication facility permit.
3. Lease Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located upon a city-owned structure, or upon non-right-of-way property which is either city-owned or city-leased, the applicant shall be required to enter into a lease agreement with the city for the use of the city property.
4. Master Permit Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located within the city's right-of-way, the applicant shall be required to obtain a master permit, consistent with Chapters 19.02 and 19.04 BIMC, from the city for the use of the city's right-of-way.

Section 4. Amendment of Table 18.09.020. The Utility and Telecommunications section of Table 18.09.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

UTILITY AND TELECOMMUNICATIONS																				
Note: Utility and telecommunications uses may be subject to additional requirements in BIMC 16.12.030.C.7.																				
ZONING DISTRICT USE CATEGORY/TYPE	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-1	Use-Specific Standards BIMC 18.09.030
											CC	MA	EA	Gate	Ferry [1]					
Monopole or Lattice Tower	P																P			
Small Wind Energy Generator	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P/C	P/C	P/C	F-1
Utility, Primary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	F-2
Public Communications Tower	P	P	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	P	A	F-3
Wireless Communication Facilities, Facility I	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Wireless Communication Facilities, Facility II	P																	P	P	
Wireless Communication Facilities, Facility III	P																	P	P	
Small Wireless Facilities	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>B-5</u>										

Section 5. Amendment of BIMC 18.09.030. Section 18.09.030 of the Bainbridge Island Municipal Code is hereby amended to include a new Subsection 18.09.030.B.5, to read as follows:

5. Small wireless facilities. Except for locations in the right-of-way, small wireless facilities are prohibited on any property containing a residential use in the residential zones.

Section 6. Adoption of New Chapter 18.10A BIMC. Title 18 of the Bainbridge Island Municipal Code is hereby amended to include a new Chapter 18.10A BIMC, to read as follows:

**Chapter 18.10A
USE REGULATIONS - SMALL WIRELESS FACILITIES**

- 18.10A.010 Purpose.
- 18.10A.020 Applicability.
- 18.10A.030 Definitions.
- 18.10A.040 Design Zones.
- 18.10A.050 Design and Concealment standards for small wireless facilities.
- 18.10A.060 New poles for small wireless facilities and installations in a Design Zone.

18.10A.010 Purpose.

The purposes of this chapter are to set forth regulations for the placement and development of small wireless facilities. Among the purposes included are to:

- A. Manage reasonable access to the right-of-way of the City for communication purposes on a nondiscriminatory basis.
- B. Conserve the limited physical capacity of the public rights-of-way held in public trust by the City.
- C. Ensure that all service providers maintaining facilities or providing services within the City comply with the ordinances, rules, and regulations of the City.
- D. Reduce unnecessary local regulation of providers and services.
- E. Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare.
- F. Encourage the provision of advanced and competitive telecommunications, on the widest possible basis to the businesses, institutions and residents of the City.
- G. Minimize potential adverse visual, aesthetic, and safety impacts of small wireless facilities.
- H. Encourage the design of such small wireless facilities to be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.

I. Encourage the collocation or attachment of small wireless facilities on existing support structures to help minimize the total number and impact of such structures throughout the community.

J. Reserve to the City and provide for the fullest exercise possible of the authority and discretion of the City to require that:

1. Facilities are installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public, safety and welfare; and

2. All non-City users of the rights-of-way shall be required to reimburse and hold harmless the City for the actual costs incurred by the City by reason of the construction or presence in the public rights-of-way of the facilities of such other users.

18.10A.020 Applicability.

Any application for a small wireless facility both inside and outside of the right-of-way shall comply with the following application requirements for a small wireless facility permit described in this chapter. Applications must also comply with the requirements of Chapter 19.10 BIMC. For small wireless facilities inside the right-of-way, the applicant must also comply with the requirements of Chapters 19.02 and 19.04 BIMC.

18.10A.030 Definitions.

For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein. Words not otherwise defined shall have their common and ordinary meaning:

A. “Antenna” means an apparatus designed for the purpose of emitting radiofrequency (“RF”) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 CFR Part 15.

B. “Applicant” means any person or corporation submitting an application for a small wireless facility permit.

C. “City property” means any real property owned by City, whether in fee or other ownership estate of interest.

D. “Collocation” means (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure. Provided that, for purposes of Eligible Facilities Requests, “collocation” means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

E. “Director” means the Director of Planning and Community Development or his/her designee.

F. “FCC” or “Federal Communications Commission” means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

G. “Grantee” means a person holding a master permit.

H. “Light Pole” means a pole used primarily for lighting streets, parking areas, parks or pedestrian paths.

I. “Master Permit” means the authorization granted by the City to an operator of a telecommunications system, under this title, giving the operator the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over any public right-of-way in the City, to provide a specified service within a master permit area. Such master permit shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City;

2. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including, by way of example and not limitation, street cut permits;

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by the master permit including, without limitation, permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the City, or a private entity; or

4. The right to place devices in the right-of-way, such as pay telephones, for end user use in terminating or originating transmissions.

By way of example, and without limiting the foregoing, this title shall not be read to diminish or in any way affect the authority of the City to control the use of the City’s real estate, fixtures or personal property. Therefore, any person who desires to use such property must obtain additional approvals, or agreements for that purpose, as may be required by the City.

J. “Public right-of-way” or “right-of-way” means land acquired or dedicated for public roads and streets but does not include:

1. State highways;

2. Land dedicated for road, streets, and highways not opened and not improved for motor vehicle use by the public;

3. Structures, including poles and conduits, located within the right-of-way;

4. Federally granted trust lands or forest board trust lands;

5. Lands owned or managed by the state parks and recreation commission; or
6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec 912 and related provisions of federal law that are not open for motor vehicle use.
- K. “Service provider” is defined consistently with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of telecommunication services.
- L. “Small wireless” and “small wireless facility” shall have the same meaning as a “small wireless facility” as set forth in 47 CFR 1.6002.
- M. “Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of telecommunications service (whether on its own or comingled with other types of services).
- N. “Telecommunications facilities” means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, electronics, and other appurtenances used or to be used to transmit, receive, distribute, provide or offer wireline or wireless telecommunications service.
- O. “Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this chapter, telecommunications service excludes the over-the-air transmission of broadcast television or broadcast radio signals.
- P. “Traffic Signal Poles” means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.
- Q. “Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- R. “Unified enclosure” means a small wireless facility providing concealment of antennas and equipment within a single enclosure.
- S. “Utility pole” means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.
- T. “Wireline” means services provided using a physically tangible means of transmission, including without limitation wire or cable, and the apparatus used for such transmission.

18.10A.040 Design Zones.

A. The following areas, as defined in Chapter 18.06 BIMC, are designated as Design Zones for the purpose of siting small wireless facilities:

1. Mixed Use Town Center;
2. Neighborhood Service Centers;
3. HS Road zoning districts; and
4. In the right-of-way of State Highway 305 from Harborview Drive SE to High School Road.

B. Any applicant who desires to place a small wireless facility in a Design Zone must first establish that the applicant cannot locate the small wireless facility outside of the Design Zone. Applications for small wireless facilities in a Design Zone may be approved if the applicant demonstrates that due to technical infeasibility the applicant cannot locate the proposed small wireless facility on an existing or replacement pole within 500 feet of the proposed site and outside of the Design Zone.

C. Applications for small wireless facilities within Design Zones are approved or denied by the Director and must comply with a concealment element design described in BIMC 18.10A.060 below.

18.10A.050 Design and Concealment standards for small wireless facilities.

Small wireless facility deployments permitted inside or outside the right-of way shall conform to the following design standards:

A. Small wireless facilities attached to existing or replacement non-wooden light poles or utility poles in the right-of-way or non-wooden light poles or utility poles outside of the right-of-way shall conform to the following design criteria:

1. Upon adoption of a City standard small wireless facility pole design(s) within the Design and Construction Standards, an applicant is encouraged to first consider using or modifying the standard pole design to accommodate its small wireless facility without substantially changing the outward visual and aesthetic character of the design. The applicant, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the City's ADA, sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard pole design and use the design standards as adopted in this subsection A.
2. The applicant shall minimize to the extent possible the antenna and equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment. The antennas and equipment shall be located using one of the following methods:

(a) Concealed completely within the pole or pole base. Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design. If within the pole base, the base shall meet the ADA requirements and not impact the pedestrian access route.

(b) Located on a pole. If located on a pole, antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) must be camouflaged to appear as an integral part of the pole or flush mounted to the pole, meaning for antennas no more than twelve (12) inches off of the pole and for associated equipment no more than six (6) inches off the pole, and must be the minimum size necessary for the intended purpose, but in no event shall any antenna exceed three (3) cubic feet in volume. The equipment enclosure and all other wireless equipment associated with the pole (including but not limited to conduit), including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. If the equipment enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs or the equipment itself. The applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than six (6) inches from the surface of the pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the pole.

(c) Underground in a utility vault. If located underground, the access lid to the equipment enclosure shall be located outside the footprint of any pedestrian curb ramp and shall have a nonskid surface meeting ADA requirement if located within an existing pedestrian access route.

(d) On private property. If located on private property, the applicant shall submit a copy of a letter of authority from the private property owner prior to the small wireless facility permit issuance.

3. The furthest point of any equipment enclosure may not extend more than twenty-eight (28) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.

4. All conduit, cables, wires and fiber must be routed internally in the non-wooden pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.

5. An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is technically needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

6. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way. Any replacement pole shall be placed as close to the original pole as possible, but no more than five (5) feet from the existing pole location.

7. The height of any replacement pole may not extend more than six (6) feet above the height of the existing pole or the minimum additional height technically necessary; provided, that the height of the replacement pole cannot be extended further by additional antenna height.

8. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a twenty (20) inches measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection E.4 below.

9. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

B. Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

2. A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A “pole extender” as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.
3. Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.
4. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.
5. Antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.
6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.
7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B.1 above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.
8. The furthest point of any antenna or equipment enclosure may not extend more than twenty-eight (28) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.
9. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

10. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.

11. Equipment for small wireless facilities shall be attached to the wooden pole or placed in accordance with subsection E.1. For equipment placed on the pole, the equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs or the equipment itself.

12. An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole does not exceed twenty-eight (28) cubic feet. The unified enclosure may not be placed more than twelve (12) inches from the surface of the pole. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs, provided that such location does not interfere with the operation of the banners or signs.

13. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

14. The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

15. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole, unless additional diameter is needed for structural integrity of the pole, and shall comply with the requirements in subsection E.4 below.

16. All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless facility.

C. Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.
2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.
3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.
4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.
5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.
6. Small wireless facilities shall be colored, painted and textured to match the adjacent building surfaces, unless otherwise technically infeasible.
7. Small wireless facilities must meet the height requirement of the underlying zoning district.
8. Feed lines and coaxial cables shall be located below the parapet of the rooftop.
9. If a cabinet enclosure cannot be located within the building where the wireless communication facilities will be located, then the City's first preference is for the wireless telecommunication carrier to locate the equipment on the roof of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, the proposed screening must be consistent with the existing building in terms of color, design, architectural style, and material. If the cabinet equipment cannot be located on the roof or within the building then it shall be located underground consistent with subsection E.1.

D. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

1. Each strand mounted facility shall not exceed three (3) cubic feet in volume.
2. Only one strand mounted facility is permitted between any two existing poles.
3. The pole must be able to support the necessary load requirements of the strand mounted facility.

4. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater instance technically necessary or is required by the pole owner for safety clearance.
5. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic.
6. Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets.
7. Pole mounted equipment shall comply with the requirements of subsections A or B above, as applicable.
8. Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).
9. Strand mounted facilities are only permitted on poles that have existing overhead wirelines.

E. General requirements.

1. Ground mounted equipment in the rights of way is prohibited, unless such facilities are placed under ground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators located in the rights of way are prohibited.
2. No equipment shall be operated so as to produce noise in violation of Chapter 16.16 BIMC.
3. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.
4. Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, City ordinance, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health or safety.
5. No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than 4x6 inches); provided, that signs are permitted as concealment element techniques where appropriate.

6. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.

7. Side arm mounts for antennas or equipment must be the minimum extension necessary and may not create a gap of more than twelve (12) inches for wooden poles and no more than six (6) inches for non-wooden poles between the pole and the antennas or equipment.

8. The preferred location of a small wireless facility on a pole is the location with the least visible impact.

9. Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the structure or pole upon which they are attached.

10. Except for locations in the right-of-way, small wireless facilities are prohibited on any property containing a residential use in the residential zones.

11. The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant.

12. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would effectively prohibit the applicant from providing a wireless service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

18.10A.060 New poles for small wireless facilities and installations in a Design Zone.

A. New poles for small wireless facilities or for installations of small wireless facilities in a Design Zone are only permitted if the applicant can establish that:

1. The proposed small wireless facility cannot be located on an existing utility pole or light pole, electrical transmission tower, or on a site outside of the public rights of way such as public non-park property, a building, a transmission tower, or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

2. The proposed small wireless facility complies with the applicable requirements of BIMC 18.10A.050;

3. The proposed small wireless facility receives approval for a concealment element design, as described in subsection C below;

4. The proposed small wireless facility also complies with Shoreline Management Act, SEPA, and any other relevant law or regulation if applicable; and
 5. No new poles shall be located in a critical area or associated buffer or setback required by Chapter 16.20 BIMC except when determined to be exempt pursuant to Chapter 16.20 BIMC.
- B. An application for a new pole or installation in a Design Zone is subject to review and approval or denial by the Director.
- C. The concealment element design shall include the design of the screening, fencing, or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.
1. The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible. If the proposed small wireless facility is placed on a replacement pole in a Design Zone, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Department of Planning and Community Development otherwise approves a variation due to aesthetic or safety concerns. Any concealment element design for a small wireless facility should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the pole. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color, and texture - or the appearance thereof - as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure.
 2. If the Director has already approved a concealment element design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.
- D. Even if an alternative location is established pursuant to BIMC 18.10A.060.A.1, the Director may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the City, the concealment element design, the City's Comprehensive Plan and the added benefits to the community.

E. Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such new pole or ground mounted equipment. The requirement also applies to the placement of replacement poles when the replacement is necessary for the installation or attachment of the small wireless facility, the replacement structure is higher than the replaced structure, and the overall height of the replacement structure and the wireless facility is more than sixty (60) feet.

F. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the street scape.

Section 7. Repeal and Replacement of Chapter 18.11 BIMC. Chapter 18.11 of the Bainbridge Island Municipal Code is hereby repealed in its entirety and replaced by the following:

**Chapter 18.11
Eligible Facilities Requests**

- 18.11.010 Definitions.
- 18.11.020 Application.
- 18.11.030 Qualification as an Eligible Facilities Request.
- 18.11.040 Timeframe for Review.
- 18.11.050 Tolling of the Time Frame for Review.
- 18.11.060 Determination That Application Is Not an Eligible Facilities Request.
- 18.11.070 Failure to Act.
- 18.11.080 Enforcement

18.11.010 Definitions

The following definitions shall apply to Eligible Facilities Requests only as described in this Chapter 18.11 BIMC.

A. “Base Station”: A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein nor any equipment associated with a tower. Base Station includes, without limitation:

1. Equipment associated with wireless communications services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems (“DAS”) and small wireless networks).

3. Any structure other than a tower that, at the time the relevant application is filed (with jurisdiction) under this section, supports or houses equipment described in subparagraph (i) and (ii) above that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

4. The term does not include any structure that, at the time the Eligible Facilities Request application is filed with the City, does not support or house equipment described in subparagraph 1.a and 1.b above.

B. “Collocation”: The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

C. “Eligible Facilities Request”: Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment; or
3. Replacement of transmission equipment.

D. “Eligible support structure”: Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City.

E. “Existing”: A constructed tower or base station is existing if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

F. “Substantial Change”: A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten (10) feet, whichever is greater;
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside the current site;

5. It would defeat the concealment elements of the eligible support structure; or

6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified above.

G. “Tower”: Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

H. “Transmission equipment”. Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

18.11.020 Application.

The Director shall prepare and make publicly available an application form used to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification. Prior to the issuance of an Eligible Facilities Request permit, the applicant shall pay a permit fee in an amount as determined by the City Council and adopted by resolution.

18.11.030 Qualification as an Eligible Facilities Request.

Upon receipt of an application for an Eligible Facilities Request, the Director shall review such application to determine whether the application qualifies as an Eligible Facilities Request.

18.11.040 Timeframe for Review.

Within sixty (60) days of the date on which an applicant submits an Eligible Facilities Request application, the Director shall approve the application unless it determines that the application is

not covered by this Chapter 18.11 BIMC.

18.11.050 Tolling of the Time Frame for Review.

A. The sixty (60) day review period begins to run when the application is filed and may be tolled only by mutual agreement by the Director and the applicant or in cases where the Director determines that the application is incomplete. .

1. To toll the timeframe for incompleteness, the Director shall provide written notice to the applicant within thirty (30) days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.
2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the Director’s notice of incompleteness.
3. Following a supplemental submission, the Director will notify the applicant within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notice of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

18.11.060 Determination That Application Is Not an Eligible Facilities Request.

If the Director determines that the applicant’s request does not qualify as an Eligible Facilities Request, the Director shall deny the application.

18.11.070 Failure to Act.

In the event the Director fails to approve or deny a request for an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the Director in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

18.11.080 Enforcement.

Compliance with the provisions of this chapter is mandatory. Any violation of this chapter shall be enforced, and penalties assessed, in accordance with Chapter 1.26 BIMC.

Section 8. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony. Pursuant to RCW 36.70A.390, the City Council may adopt additional legislative findings in support of this ordinance at the conclusion of said hearing.

Section 9. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 11. Declaration of Emergency; Effective Date; Duration. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon passage. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “Whereas” clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This interim official control shall take effect immediately and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six month periods in accordance with state law.

PASSED by the City Council this 14th day of May, 2019.

APPROVED by the Mayor this 14th day of May, 2019.

By: 
Kol Medina, Mayor

ATTEST/AUTHENTICATE:


Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	May 10, 2019
PASSED BY THE CITY COUNCIL:	May 14, 2019
PUBLISHED:	May 17, 2019
EFFECTIVE DATE:	May 14, 2019
ORDINANCE NUMBER:	2019-15



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (7:05 PM) Consider Annual Funding for Friends of the Farms - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

To continue discussion of whether to maintain the 2020 budget as previously approved, with no direct financial support to Friends of the Farms, or whether to increase the 2020 budget to provide direct funding to Friends of the Farms and if so, at what level.

SUMMARY:

In 2018, Friends of the Farms (FOF) requested that the City provide direct operating support to their organization. FOF requested an annual payment of \$65,000 in 2019 with continuing support in future years. The Council decided to fund FOF for one year at the amount of their request, with the commitment to discuss the question of ongoing operating support in 2019.

The 2020 Adopted Budget does not currently include operating support for FOF. FOF has requested that Council provide \$72,000 in 2020, and that the master lease be revised to provide that the annual payment be adjusted annually by CPI. Friends is also requesting that the Council consider amending the master lease to change and clarify other sections, or replace the lease with a property management agreement. The current discussion is limited to the 2020 payment request with other discussions deferred until 2020.

This topic was discussed at the July 16, 2019 and September 17, 2019 Study Sessions. FOF and staff have provided background information including FOF finances and activities, City staff research about other models used for public farmland management, and City financial information related to the City's farmland.

Tonight's discussion will focus on the decision related to the funding, if any, for FOF for 2020.

FISCAL IMPACT:

Amount: \$72,000 for 2020 was requested by FOF

Ongoing Cost: TBD

One-Time Cost:	TBD
Included in Current Budget?	No

BACKGROUND: In 2018, Friends of the Farms (FOF) requested that the City provide direct support to their organization. The Council agreed to provide financial support for one year, with the understanding that additional conversation would occur related to future years. Since 2012, FOF has acted as the City's property manager for 60 acres of public farmland without compensation beyond the rents collected from sub-lessors, as provided in the master lease.

FOF requests that the City and FOF move towards a fee for service arrangement for property management services. FOF requests an annual payment starting in 2020 of \$72,000 adjusted annually by CPI.

Staff is providing background information related to the City's public farmland and recent spending in the attached memo.

ATTACHMENTS:

[Staff Memo - Consideration of Annual Funding for Friends of the Farms](#)

[Farm topics for CC 10222019](#)

[FOF Budget Detail for Management Fee Request](#)

[FOF Executive Director Activities for Public Farmland](#)

[FOF Program Manager Activities for Public Farmland](#)

[FOF Non-COBI Programs and Activities](#)

[FotF Q1-2019 Management Fee Invoice.pdf](#)

[FotF Q2-2019 Management Fee Invoice.pdf](#)

[FotF Q3-2019 Management Fee Invoice 10.1.19.pdf](#)

FISCAL DETAILS: The 2019 budget includes \$65,000 in direct operating support to Friends of the Farms (FOF). FOF manages subleases on five City farm properties and also provides management at other properties.

In addition, the City budgets for special projects as needed, as well as roughly \$40,000 in each year of the biennium, (a total of \$140,000 in project funding 2019-2020) to pay for major repair and ongoing maintenance at the City's publicly-owned farmland properties. The City also provides roughly \$10,000 in staff time to plan and deliver these projects.

Fund Name(s): General Fund

Coding:



CITY OF
BAINBRIDGE ISLAND

Executive Department Memorandum

Date: October 22, 2019

To: City Council
Morgan Smith, City Manager

From: Ellen Schroer, Deputy City Manager

Subject: Farm Property Expenses and Management Options

The City of Bainbridge Island (City) owns 60 acres of farmland in seven parcels across the Island, of which 21 acres are actively farmed. These properties are managed by a non-profit organization, Friends of the Farms (FOF), according to a Master Lease Agreement (Master Lease) originally signed in 2011. FOF has recently requested revising the Master Lease to update the scope of services and responsibilities of both parties and to provide an annual direct payment of operating support. FOF requested and received \$65,000 for 2019 and is requesting an annual payment of \$72,000 starting in 2020, to be increased annually by CPI. Staff, Council and FOF representatives have discussed this question multiple times in 2019, including at the Study Sessions on July 16 and September 17, 2019.

Responding fully to this request rests on a comprehensive explanation of the current and planned future spending on the City's farmland, how the various farmland properties are similar to and different from one another, and the finances and activities supported by the payment to FOF. This memo provides information in four sections to support Council's understanding and discussion of possible paths forward.

Section One: Current and planned future spending

The request for annual payment to FOF is in addition to and separate from other funding that the City provides for the farm properties. As the property owner, it is appropriate and necessary for the City to perform major and routine maintenance and to plan for future stewardship of these valued community assets. We recognize and budget for this obligation.

It's important to understand the current request within the context of recent and planned spending for projects directly funded by the City and managed by City staff. Significant expenses over the past five years have included:

- Removal of the underground fuel tank at the Suyematsu farm - \$118,000 (2017-2018)
- Repairs to the irrigation system at the Suyematsu farm - \$18,000 (2017)
- Arborist services for the Crawford property tree analysis - \$13,400 (2018-2019)
- Repair to the siding on the Morales farmhouse - \$12,400 (2019, estimated cost)
- Removal of culvert on the M&E property - \$20,000 (2019, estimated cost)

For a more comprehensive review, the table below shows spending by the City over the past five years. The average City annual spending since 2017, excluding any payment to FOF, is \$121,000. FOF, volunteers and farmers have also devoted significant amounts of their own time and money to these properties.

	2015	2016	2017	2018	2019 (forecast)	2020 (estimate)	Notes
Studies	\$ 20,000	\$ -	\$ 49,640	\$ -	\$ -	\$ -	2015 - Suyematsu; 2017 - Farm Preservation Study
General Maintenance	\$ 2,740	\$ 4,000	\$ 34,840	\$ 13,381	\$ 40,000	\$ 40,000	
Suyematsu Fuel tank	\$ -	0	\$ 117,658	\$ 1,000	\$ -	\$ -	
Crawford Tree Management	\$ -	\$ -	\$ -	\$ 13,000	\$ 51,000	\$ 50,000	Estimate, will vary with option chosen. 2020 estimates range from \$15,000 to \$190,000. Additional expenses expected for future maintenance.
M&E Culvert	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	In future years, will need additional funding for trail revision or bridge
Miscellaneous	\$ 1,334	\$ 4,735	\$ 4,310	\$ 3,136	\$ 3,240	\$ 3,350	Fees, admin, utilities, etc.
City staff time (O&M)	\$ -	\$ -	\$ 14,452	\$ 5,592	\$ 11,700	\$ 8,500	Since 2017, have planned 100 hours of staff time for grounds maintenance, ditching, fence clearing, etc. Estimated at \$25/hour + benefits for 2017; actuals for 2018; YTD actuals annualized for 2019.
Total - City staff and projects	\$ 24,074	\$ 8,735	\$ 220,900	\$ 36,109	\$ 125,940	\$ 101,850	
Support to FOF	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ -	FOF request for 2020 is \$72,000

Other projects have been identified both by City staff and FOF, but not yet funded. These lists are not comprehensive, rather they are intended to provide a sense of ongoing planning.

Projects identified by the City's Facility Condition Assessment in 2018.		
Morales Farmhouse	\$ 12,000	Replace panel siding, install gable powered vent.
Morales Farmhouse	\$ 12,000	Replace roof
Morales Farm	\$ 15,000	Replace well pump and pressure tanks
Suyematsu Farmhouse	\$ 12,000	Cut exterior floor joists back to remove rot.
Suyematsu Farmhouse	\$ 46,000	Paint siding and install cladding system.
Suyematsu Farmhouse	\$ 12,000	Shore up framing, replace roof, install active attic ventilation
Suyematsu Farmhouse	\$ 15,000	Recaulk and paint original wood windows
Suyematsu Farmhouse	\$ 12,000	Replace galvanized piping
Suyematsu Farmhouse	\$ 12,000	Replace appliances as needed
Suyematsu Farm	\$ 25,000	Wellhouse improvements (2 wells)
Johnson Farm	\$ 5,000	Wellhouse improvements
	\$ 178,000	

The projects in the table above are one component of options considered for the \$40,000 in annual repair and maintenance funding but cannot be fully supported by this annual budget allotment. In addition to the fact that this list outstrips the available annual funding, there are many other projects which FOF and City staff consider when planning for annual maintenance work.

FOF generated an additional list in preparation for 2019 and 2020 planning. There are likely many other projects which FOF would like the City to fund in the future.

Projects identified by Friends of the Farms as priorities for 2019-2020. Costing not available.		
Morales		Replace failing siding on farmhouse at top of south wall and vent
Day Road		Pump house complete wall, install door, insulate, bring up to code
Day Road		Install 100 yds gravel now, 40 yr per yer thereafter
Day Road		Dredge ditches on Day Road
Day Road		Assess pump house filtration, insulation, structural condition
Johnson		Assess well house at Johnson Farm and update building for health
Day Road		Annually - Day Road and Morales clearing along deer fence
Morales		Confirm location of well shut off
Morales		Install meters to measure pond water use

This financial information is provided to provide context about the City's current level of spending on the seven farmland parcels. We expect that this is likely a baseline level from which increases are likely as more information becomes available about the current condition of the land and its infrastructure, and as programming continues to be developed.

Section Two: Farmland parcel characteristics and long-term potential uses

The following parcels are included in the master lease agreement between the City and FOF. One way to discuss these parcels is to group them based on the current and readily achievable future use.

Group	Parcel	Acreage	Current Use	Intended Use (per Master Lease)	Comments
1	Crawford	2.3	Passive use. Forested	Convert to agriculture	Shade covenant. May not be possible to clear due to SAR/ARPA
1	M&E – East and West	5.02 8.31	Passive use. Forested	Convert to non-commercial agriculture	Shade covenant. May not be possible to clear due to SAR/ARPA and CAO
2, 3	Day Road Farm (Suyematsu)	14.76	Agriculture, farm-related housing	Agriculture, “Farm Village”	Housing in poor condition.
2	Day Road Farm (Bentryn)	11.21	Agriculture	Agriculture	
1, 2	Johnson	14.51	Subleases, pea patch		
3	Morales	4.74	Subleases	Agriculture	Includes housing suitable for interns or other farmers

Group 1 - Crawford, M&E, portions of Johnson Farm: Not currently farmed, suitable for recreational or passive use. These parcels are not in active agricultural use and could be transferred to another organization such as the Bainbridge Island Metropolitan Parks District or the Bainbridge Island Land Trust without disturbing current community uses. The City could consider securing an agricultural or conservation easement for these parcels and either selling or otherwise transferring ownership.

Group 2 - Bentryn, Suyematsu, portions of Johnson Farm: Currently farmed. There are active farming operations on the Bentryn and Suyematsu Day Road parcels and on portions of Johnson Farm. Ongoing arrangements with sublessees extend until the end of the master lease between the City and FOF. These parcels could be retained or transferred to another owner with an agricultural easement.

Group 3 – Morales, Suyematsu: Housing. There are old farmhouses on these two parcels which are owned by the City and currently used by farm interns. This low-cost housing allows interns to gain experience in small-scale agriculture. It also requires that the City maintain and invest in structures which may not all be suitable for long-term use.

- Morales – home in stable condition. Potential for ongoing residential use. This parcel could be transferred to an organization with expertise in housing management such as Housing Resources Bainbridge, or managed by Friends of the Farms or another organization.
- Suyematsu – home in questionable condition. Potential that this structure cannot be maintained at current building code for use as a residence without significant investment. Thus,

the City may need to consider discontinuing use as housing due to concerns about the structural condition.

Section Three: Activities supported by the current City payment to Friends of the Farms

Through the current agreement for 2019, FOF provides a quarterly invoice for services related to the City's farmland. These invoices and accompanying documentation are attached to this memo. In general, the invoices document the varied activities of FOF staff on the City's seven farmland parcels and in the community related to the support of local agriculture. FOF staff provide support to sublessees, volunteer recruitment and management, direct maintenance and planning related to the properties, and program development services.

Roughly two-thirds of the payment supports FOF staff costs. Summaries provided by FOF show the breakdown of the staff time spent as shown in the table below.

	Director	Farm Manager
Management, Farmer Support and Farmer/Intern Housing	35%	20%
Budgeting, Finance, Planning and Administration	20%	15%
Legal, Regulatory and Master Lease Compliance	5%	
Fundraising and Grant Writing	5%	5%
Programming and Activities Policy Review	15%	
Advocacy, Public Relations and Community Partnerships	20%	
General Farmland Management		35%
Community Programming		25%

These activities support an array of programming. It may be useful to review the programs and services and determine if the current set of activities matches the Council and City priorities and available funds.

FOF divides their activities as follows. Examples are provided from the invoices (complete listing attached to this memo for reference):

- General – examples from 2019 include monitoring infrastructure, communication with interns, and project planning.
- Administration – reporting, budget development and monitoring, invoicing of sublessees and interns, volunteer coordination.
- Activities specific to each farm
 - Johnson Farm – support for sublessees, trail development, “mutt mitt” station
 - Suyematsu-Bentryn Family Farms – Repair to fencing, meetings regarding trail development, communication regarding irrigation
 - Crawford – support for City discussion regarding Shade Covenant
 - M&E – Program development for Food Forest
 - Farmhouses at Suyematsu and Morales – Scheduled code compliance visit. Coordinated intern application and selection process. Repairs at the farmhouses.
- Community – Harvest Fair planning. Set up and posted to Instagram account. Providing Farm Resource Library. Providing educational tours of farmland.

- P-Patch Management (Johnson/Morales) – Manage P-Patch applications and agreements, perform repairs as needed.
- New program development – Develop community partnerships, coordinate gear donation

Section Four: Friends of the Farms Financial Summary

FOF has provided information about their City-related and non-City-related revenue and expense budget to support the Council discussion. The information below is preliminary 2020 budget information.

	Public Farmland	Non-Public Farmland Management	Total
Interest Income	\$ 17	\$ 20	\$ 37
Lease / Rents	\$ 17,753	\$ -	\$ 17,753
Total earned income	\$ 17,770		\$ 17,770
Contributions	\$ -	\$ 168,500	\$ 168,500
Total Income	\$ 17,770	\$ 168,500	\$ 186,270
Payroll	\$ 59,230	\$ 54,377	\$ 113,607
Operating Expenses	\$ 19,176	\$ 110,377	\$ 129,553
Repairs & Maintenance	\$ 6,800	\$ -	\$ 6,800
Utilities	\$ 7,335	\$ -	\$ 7,335
Total Expenses	\$ 92,541	\$ 164,754	\$ 257,295
Net	\$ (74,771)	\$ 3,746	\$ (71,025)

Conclusion

Deciding how to respond to the current request from FOF requires that the City review its farmland and the property management arrangements. Ownership of property that is under active use by both private individuals and the public requires investment, which is at times significant.

With Council direction, staff can work with FOF to size its services to match the available funding, and to develop a long-term plan that supports the current lease, modifies or replaces the lease, or works towards a different management approach.



CITY OF
BAINBRIDGE
ISLAND

Approach to funding public farmland services

OCTOBER 22, 2019

Tonight's topics

City farmland
overview

Recent City
spending
information

Friends of the
Farms funding
request

	2015	2016	2017	2018	2019 (forecast)	2020 (estimate)	Notes
Studies	\$ 20,000	\$ -	\$ 49,640	\$ -	\$ -	\$ -	2015 - Suyematsu; 2017 - Farm Preservation Study
General Maintenance	\$ 2,740	\$ 4,000	\$ 34,840	\$ 13,381	\$ 40,000	\$ 40,000	
Suyematsu Fuel tank	\$ -	0	\$ 117,658	\$ 1,000	\$ -	\$ -	
Crawford Tree Management	\$ -	\$ -	\$ -	\$ 13,000	\$ 51,000	\$ 50,000	Estimate, will vary with option chosen. 2020 estimates range from \$15,000 to \$190,000. Additional expenses expected for future maintenance.
M&E Culvert	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	In future years, will need additional funding for trail revision or bridge
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City staff time (O&M)	\$ -	\$ -	\$ 14,452	\$ 5,592	\$ 11,700	\$ 8,500	Since 2017, have planned 100 hours of staff time for grounds maintenance, ditching, fence clearing, etc. Estimated at \$25/hour + benefits for 2017; actuals for 2018; YTD actuals annualized for 2019.
Total - City staff and projects	\$ 24,074	\$ 8,735	\$ 220,900	\$ 36,109	\$ 125,940	\$ 101,850	
Support to FOF	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ -	FOF request for 2020 is \$72,000

City spending

- Budgeting annual repair and maintenance: \$40,000
- City average spending: \$121,000 (2017-2019)
- FOF devotes additional funding and significant volunteer efforts in addition to City spending

Types City Farmland Property

1. Not currently farmed;
recreational use

2. Currently farmed

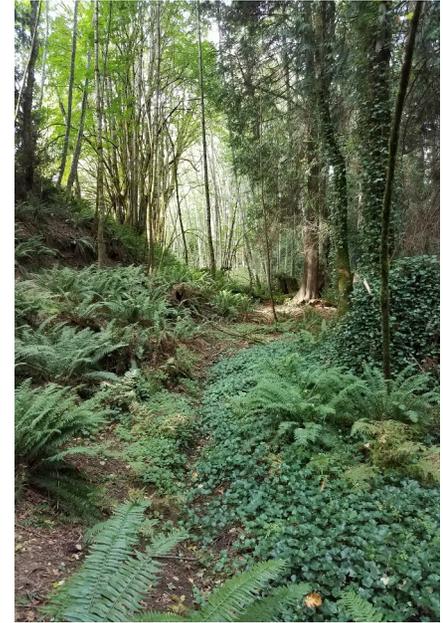
3. Parcels with housing

1. Not currently farmed. Recreational Use

Crawford

M&E Properties

Portions of Johnson Farm



M&E, Crawford Properties

OCTOBER 22, 2019

2. Currently farmed

Suyematsu Farm

Bentryn Farm

Portions of Johnson Farm



Aerial view of entire farm, 2015 (Google Earth)

Day Road Farms

OCTOBER 22, 2019

3. Housing

Suyematsu Farmhouse

Morales Farmhouse



Morales and Suyematsu Farmhouses

- Friends of the Farms manages a housing program for farm interns.
- Currently eight interns living in homes on Morales and Suyematsu Farms



Side elevation of house



Front porch, east & north elevations



North elevation

Friends of the Farms Management Activities

General

Administrative

Property-
specific

Community

P-Patch
management

New program
development

Friends of the Farms Financial Summary

	Public Farmland	Non-Public Farmland Management	Total
Interest Income	\$ 17	\$ 20	\$ 37
Lease / Rents	\$ 17,753	\$ -	\$ 17,753
Total earned income	\$ 17,770		\$ 17,770
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Total Income	\$ 17,770	\$ 168,500	\$ 186,270
Payroll	\$ 59,230	\$ 54,377	\$ 113,607
Operating Expenses	\$ 19,176	\$ 110,377	\$ 129,553
Repairs & Maintenance	\$ 6,800	\$ -	\$ 6,800
Utilities	\$ 7,335	\$ -	\$ 7,335
Total Expenses	\$ 92,541	\$ 164,754	\$ 257,295
Net	\$ (74,771)	\$ 3,746	\$ (71,025)

- Request is for annual payment of \$72,000
- Supports staff, operating expenses and programming

Decision Points

Current topic

Determine amount of City payment to FOF for 2020

- \$65,000 in 2019
- 2020 request is \$72,000 (Adopted Budget does not include 2020 funding)

Long-term topics

Level of support for City stewardship for property

Long-term ownership and management

OCTOBER 22, 2019



Questions?



Discussion

OCTOBER 22, 2019

Friends of the Farms Proposed 2020 Budget Breakdown												
Income	Public Farmland General Management	Day Rd	Morales	Johnson	M&E	Crawford	Suyematsu Historic Area	Total Public Farmland	FOF Estimated 2020 Budget Independent of Public Farmland Management	Notes		
EARNED INCOME												
Interest Income	\$ 17							\$ 17		\$ 20		
Lease / Rents												
Rent		\$ 5,600	\$ 4,900	\$ 715				\$ 11,215				
Farm Lease		\$ 5,317	\$ 804	\$ 400				\$ 6,521				
Total Lease / Rents	\$ 17	\$ 10,917	\$ 5,704	\$ 1,115				\$ 17,753				
Government												
Total EARNED INCOME	\$ 17	\$ 10,917	\$ 5,704	\$ 1,115				\$ 17,753				
Total CONTRIBUTED INCOME												
								\$ -	Non-CoBI CONTRIBUTED INCOME	\$ 168,500	Individual Contributions, Events, Foundations, Corporate	
Total Income	\$ 17	\$ 10,917	\$ 5,704	\$ 1,115	\$ -	\$ -	\$ -	\$ 17,753		\$ 168,520		
Gross Profit												
Expense												
Payroll	\$ 29,727	\$ 6,981	\$ 2,610	\$ 6,981	\$ 6,981	\$ 1,094	\$ 4,856	\$ 59,230	Non-CoBI PAYROLL	\$ 54,377		
Operating Expenses	\$ 6,188	\$ 3,102	\$ 2,912	\$ 2,594	\$ 4,294	\$ 30	\$ 56	\$ 19,176	Non-CoBI OPERATING EXPENSES	\$ 110,377	Programs, Events, Fundraising, Insurance, Professional and Contract Services, Supplies, Bank Fees, Marketing, Licenses, Dues, Subscriptions, Tech/Web, etc.	
Repairs & Maintenance	\$ -	\$ 4,000	\$ 1,000	\$ 1,800	\$ -	\$ -	\$ -	\$ 6,800				
Utilities		\$ 3,580	\$ 3,355	\$ 400				\$ 7,335				
Total Expenses	\$ 35,915	\$ 17,663	\$ 9,877	\$ 11,775	\$ 11,275	\$ 1,124	\$ 4,912	\$ 92,541	Non-CoBI EXPENSES	\$ 164,754		
Net Income	\$ (35,898)	\$ (6,746)	\$ (4,173)	\$ (10,660)	\$ (11,275)	\$ (1,124)	\$ (4,912)	\$ (74,788)	Non-CoBI NET INCOME	\$ 3,766		
City Operating Support												
								\$ 72,000				
2020 Contribution to Fund Balance/(Shortfall)												
								\$ (2,788)				
Vounteer Hours Contributed (Valued @ \$12/hr)												\$ 87,180
In Kind Equipment/Services Donated by FotF												\$ 11,175
Total										\$ 98,355		



**Examples of Recent and Ongoing Work on Behalf of CoBI
by Friends of the Farms Executive Director, Heather Burger
August 2019**

Following is a representative sample of the Executive Director's day-to-day activities on behalf of public farmland, with approximate allocations of time.

Management, Farmer Support and Farmer/Intern Housing (35%)

- Resource and point of contact for farmers on public farmland. Recent examples:
 - Assist Vireo Farm owners in navigating permitting, licensing, insurance, and City and County regulations and requirements
 - Hired and worked with geotech to generate slope analysis and stability report on lower Johnson Farm required by CoBI Planning Department to establish County maps incorrectly identify the site as a Critical Area/Slide Hazard
 - Ongoing meetings and discussion with Bentryn's on pond maintenance, irrigation system repairs and maintenance, and water rights and usage at Suymatsu/Bentryn Farm properties
 - Facilitate ongoing negotiations between CoBI staff and Bentryn/Wittick regarding Crawford Shade Covenant
- CoBI Lease Management
 - Write and publish RFP's for public farmland leases
 - Review proposals, applications, and business plans for leases
 - Work with CoBI legal department to draft sublease documents
 - Monitor activities on leased land to ensure compliance with terms of subleases
 - Review site-committee reports
- Farmer/Intern Housing Program
 - With Program Manager, write rental contracts and protocol, review farmer applications, assist with selection process, ensure safe and appropriate use of the rental property, annual code inspections and compliance

Budgeting, Finance, Planning and Administration (20%)

- Develop annual budget for public farmland management, monthly budget reports, quarterly budget-to-actual review with Treasurer/CPA
- Monitor finances and review financial reports to ensure fiscal accountability and stability of CoBI lease management
- With Program Manager, create annual public farmland maintenance plan
- Attend regular phone and in-person meetings throughout the year with Assistant City Manager and provide information when requested to CoBI legal staff and Council
- Write required annual written and oral report to Council on public farmland management



- Generate quarterly reporting and billing to CoBI
- Hire and supervise staff
- Oversee volunteer program providing thousands of hours of no-cost labor on public farmland

Legal, Regulatory and Master Lease Compliance (5%)

- Ensure internal documents and registrations are up to date and all legal requirements necessary for the organization to function as a non-profit are met, such as:
 - Insurance policies
 - Federal 501(c)3 nonprofit status
 - WA Secretary of State nonprofit status
 - Annual 990 tax return
 - Quarterly tax returns

Fundraising and Grant Writing (5%)

- Write and administer grants to support public management of public farmland. Recent grants received include:
 - Rotary (2019) Replace failing technology
 - BCF (2018) Design, build, and install informational and wayfinding signage on public farmland properties
 - KCF (2016) At Johnson Farm - clear, level, and establish designated pedestrian pathways; repairs and upgrades to public parking areas; construct fencing along public access to ensure public safety and prevent damage to public farmland; in partnership with BARN, rebuild Harvest Fair landslide to ensure guest safety
- Plan and execute annual Field-to-Fork fundraising dinner held on Heyday Farm, products sourced from public farmland farmers

Programming and Activities (15%)

- Create policy and establish protocol for public farmland use, with ongoing monitoring to ensure safe and equitable access
- With Program Manager, develop and oversee all organizational programs and activities ensuring they are successful, relevant, and adhere to the goals and policies of the Master Lease. Recent and upcoming activities include:
 - Chainsaw Safety Training in Partnership with Bainbridge Prepares (M&E)
 - Edible Garden Tour (Johnson)
 - Cider pressing (Johnson)
 - Wild Edibles Educational Tour (M&E)
 - Harvest Fair (Johnson)
 - Outdoor Yoga on the Farm (Johnson)
 - Guided Public Farmland Walks (Day and M&E)



Advocacy, Public Relations and Community Partnerships (20%)

- Point of contact for CoBI Committees with objectives that intersect with public farmland management (e.g. Island Center Subarea Planning Committee, Affordable Housing Task Force, Historical Preservation Commission, Climate Change Action Committee)
- Point of contact for nearby neighbors and general public utilizing public farmland trails, roads, open space, p-patches, orchards, and events
- Write and review all public materials
- Serve as the primary contact for the media and public to bring awareness and support to public farmland, farmers, and local food. Recent examples include:
 - King 5 News (Bainbridge Food Forest) Onsite interview with Amy Moreno, broadcast on TV news and published digitally
 - Kitsap Sun (Bainbridge Food Forest) Onsite interview with Nathan Denning published in print and digitally
 - Kitsap Sun/Bainbridge Islander (Vireo Farm) – Onsite interview published in print and online on new hydroponic farm on public farmland
- Develop relationships with community leaders to specifically support public farmland programs and activities. Recent examples include:
 - Meetings
 - Megan Karsch, CEO, Islandwood
 - Peter Bang-Knudsen, BI School District Principal
 - Eric Boutin, Director of Nutrition Services, BI School District
 - Marcia Montgonery, Olivia Sontag, Megan Luce, Historic Preservation Commission
 - Deborah Rudnick, CoBI Climate Action Committee (Upcoming 9-5)
 - Maria Metzler, Helpline House
 - Dale Houk, Structural Engineer (Suyemtsu Historic Barn)
 - Presentations
 - CoBI Island Center Subarea Planning Committee
 - Rotary Club bi-monthly meeting
 - Partnerships
 - Co-Chair Food Resilience Team, Bainbridge Prepares (Bainbridge Food Forest/M&E)
 - Bainbridge Parks Foundation (Public Farmland Multi-modal Trail Expansion)
 - Bainbridge Parks Department and Sustainable Bainbridge (Invasive Species Removal)
 - Bainbridge Island Land Trust (Springbrook Creek Watershed)
 - Kitsap Audubon Society (avian migration and habitat)
 - Xerces Society (pollinator habitat preservation and enhancement)
 - Department of Ecology - Fish & Wildlife (Class F Stream restoration, M&E)
 - Kitsap Conservation District (habitat restoration, best practices)
 - Bainbridge Fruit Club (historic Johnson Farm orchard restoration)



**Examples of Recent and Ongoing Work on Behalf of CoBI
by Friends of the Farms Program Manager, Morgan Houk
August 2019**

Following is a representative sample of the Program Manager's day-to-day activities on behalf of public farmland, with approximate allocations of time.

General Public Farmland Management (35%)

- Point of contact for all public farmland farmers
- On-call 7 days/week to for emergency systems failures
- Troubleshoot and repair systems failures or hire professional contractor as appropriate
- Perform routine maintenance, manage volunteer teams, or contract with professionals as appropriate for infrastructure and open spaces
- Conduct annual site committee meetings per the Master Lease
- Work with Executive Director, CoBI staff, and farmers to coordinate seasonal labor and annual maintenance projects
- Coordinate with Kitsap Conservation District on invasive species management through seasonal labor and consult on best practices
- Coordinate and manage volunteer work on public farmland (e.g., Manzanita Creek watershed management with Kitsap Conservation District, painting and maintenance on barns at Johnson Farm, invasive species clearing at M&E)

Intern Housing Management (20%)

- Manager for two residential farmhouses with a capacity to house up to 9 farm interns, with turnover throughout the year (12 housed in 2019 to date)
 - Application, screening, reference checks, selection, placement, and scheduling
 - Process and hold security deposits to secure spaces
 - Secure and process lease agreements and housing policy checklists with sponsoring farmer and intern
 - Manage move-in/move-out, orientation, walkthrough, and exit surveys
 - On-call 7 days/week to address necessary repairs, housing/personal disputes
 - Provide maintenance and repairs to interior and exterior of structure and grounds

Community and Farmer Programing (25%)

- Coordinate educational programs on public farmland or with public farmland farmers (e.g., summer yoga on Johnson Farm, a fresh jam class at BARN, the Edible Garden Tour at the Johnson Farm p-patch)
- Manage the annual Harvest Fair at Johnson Farm, an island event for nearly 20 years that celebrates local farmers and food, attracting as many as 4,000 attendees, 150 volunteers, and dozens of partner organizations



- Facilitate partnerships with other island organizations to enhance public farmland (e.g., working with the Bainbridge Parks Foundation to extend the M&E trail network)
- Presentations and/or attendance at events like the Bainbridge Island Farmers Market or Rotary Club promoting public farmland and programs held there

Bookkeeping (10%)

- Manage and reconcile monthly income and expenses
- Work with FotF board, finance committee, and treasurer to assure clarity and transparency
- Invoice and process rent payments from up to 9 interns monthly
- Invoice and process annual farmland rent payments from farmers
- Process monthly expenditures on public farmland including professional services, contractors, equipment purchase/rental, supplies, and utilities (PSE, KPUD, CenturyLink, Randy-Kan, etc.)

Fundraising (5%)

- Assist Executive Director and board and volunteer committees with planning and execution of fundraising events and activities (e.g., Farm-to-Table dinner, Harvest Fair)

Board and Committee (5%)

- Work with board and committees on projects related to managing and promoting public farmland
 - Digital local farm and food map
 - Researching farmer microloan program
 - Monthly work parties and general volunteer management
 - Fundraising and grant opportunities
 - Harvest Fair



Friends of the Farms
Non-CoBI Programming and Activities
Ongoing and Projected 2020

Friends of the Farms supports local farms, advocates for local food, and cultivates community. We envision Bainbridge Island as a place where:

- As much food as possible is grown, processed, and sold locally
- Local food is accessible and affordable for everyone
- Farms and related businesses are profitable
- Food is grown using regenerative agricultural methods
- Money stays in the community across supply and distribution chains
- What and how we eat is integrated into our culture

The service FotF provides to CoBI for public farmland management is one of the ways in which we support our mission and vision.

Our work also includes:

- Direct support to farmers throughout our community
- Advocacy surrounding issues affecting local farmers, farmland, and farm housing
- Community programming, events, and activities to educate, inspire, and connect our community to fresh, local, seasonal food
- Marketing and media promotion of local food and agriculture

Specific examples are outlined below.

Note: Friends of the Farms' Fiscal Year is Jan-Dec. The organizational work plan and budget are completed annually and have not been finalized for 2020.

The proposed budget figures requested by CoBI in advance of the September 17th Study Session are best estimates based on average historical data. They are not the organization's final approved budget.

The programs and activities below are ongoing or pilots under consideration and assume no significant shift from recent previous years and ongoing engagement on a similar level as the management entity for CoBI-owned farmland.



Direct Farmer Support

Recent examples:

- Patchwork Farm – assistance in securing housing, land, and crop production space for startup mushroom propagation farm business on privately owned land
- Kaleidoscope Farm – assistance in securing additional land to expand farming operations on privately owned land
- Farmhouse Organics – Assist with farm business transition
- No-cost access to digital resource library for existing farmers, new farmers, and farm interns
- Connect farmers to community opportunities for engagement and support (e.g., in September connected Unitarian Universalist Church to new farmers for presentation, farmers paid stipend for time)

Pilot Programs:

- Microloan Program for Farm Capital Needs, Startup, or Expansion Projects

Beginning in October:

- Farmer Happy Hour Networking Nights

Advocacy

Conduct research and engage with private and public entities regarding issues affecting local farms, food, and housing

- Participate in discussions on municipal code, ordinances, zoning, and policies, affecting local agriculture, such as an Agricultural Resource Land Zoning Designation
- Engage with Island Center Subarea Planning Committee and Subarea property owners to encourage opportunities to preserve farmland, create affordable farmer housing, and establish a food hub and other small agriculturally related businesses
- Engage with CoBI Climate Action Committee pertaining to environmental benefits of local regenerative agriculture
- Ongoing engagement with Representative Derek Kilmer who attended FotF Field-to-Fork dinner

Community Engagement

Educate, inspire, and connect our community to fresh, local, seasonal food.

Recent inquiries from individuals sought:

- Opportunities for value-added product partnership between local fruit farmers and out-of-state organic heritage grain farm
- Resource to cut and bale hay on large BI farm
- Source for live poultry for sale, raw honey supplier, nettles for fermented products from Iggy's
- Farmable land for two new farm businesses
- Assistance for middle school student's strawberry farm startup business



- Locating fertilized chicken eggs for BI School projects
- Making connections to gleaning programs from WSU Extension
Assistance with fruit tree identification on farm property

Co-Chair Food Resilience Team at Bainbridge Prepares

Working in conjunction with the CoBI Emergency Management Coordinator, the Food Resilience team fosters the ability of island residents to feed themselves should readily available food sources be cut off due to a widespread disaster, researching, identifying, and sourcing supplemental food, and logistics for post-incident transportation of foodstuffs to the Hubs.

Edible Garden Tour

Sold-out guided tour held in 2019 of four local food gardens to inspire and educate community members on growing their own food. Plans in works for future tours in 2020 and beyond.

Pilot Programs and Activities:

- Community Food Network. Creating a collaborative community food network that integrates and stimulates sustainable food production, processing, distribution, consumption, and waste management in order to enhance our local environmental, economic, and social health.
- Local for Lunch Mondays. Working head of Nutrition Services at the Bainbridge School District to create a program to incorporate locally sourced food in school lunches every Monday.
- BYOA Cider Pressing. Bring your own apples to a daylong community cider pressing, potluck, and harvest celebration.
- Local Food Menu Special. One month in restaurant off-season, off-night, three course, prix fix, one – two restaurants per year rotating to provide increased traffic to local restaurants, give off-season revenue for farmers, and opportunity to create public interest in local food
- 2020 movie screening of Biggest Little Farm

Media and Marketing

- Semi-monthly newsletter to 2,000-person database includes in-season recipes, local chef profiles, local farmer profiles, and upcoming food and farm events and activities
- Social media Facebook, Instagram, Twitter
- Digital Local Food and Farm Map
- Farmers' Market presence – FotF booth throughout the year
- Interviews for local publications on events and activities relating to local food and farms. Recent examples: Bainbridge Community Broadcasting Podcast, and interview for upcoming Arts and Humanities Currents
- Local Food Cooking Classes in partnership with BARN
- Local Food Cookbook (created and published by FotF and available since 2012)



INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

Date: April 1, 2019

To: City of Bainbridge Island
c/o Ellen Schroer
280 Madison Avenue North
Bainbridge Island, WA 98110

Description

Friends of the Farms hereby requests **payment of \$16,250** for services provided as outlined below in Q1/2019 per Amendment No. 1 to the Master Lease and Management Agreement as follows:

The City agrees to pay Friends a total of \$65,000 for services performed under this Lease in fiscal year 2019, which amount shall be paid quarterly in four equal installments of \$16,250. Friends shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter.

Terms

Payable to *Friends of the Farms* by check within 60 days.

Mail to:
Friends of the Farms
c/o Heather Burger, Executive Director
250 Madrona Way NE, Suite 110B
Bainbridge Island, WA 98110



Services Provided by Friends of the Farms, Q1/2019
INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

General

- Monitored infrastructure on all farms. Kept in communication with farmhouse residents to ensure their safety due to lack of power and heat for several days during the snowstorms. Repaired minor damage and did extensive exterior cleanup at Johnson Farm Orchard.
- Identified priority projects and created 2019 schedule for work parties on public farmland utilizing Friends of the Farms volunteer base.
- Secured pro bono services of project manager for the Bainbridge Food Forest at M&E, and established separate work parties throughout 2019 onsite. Early focus on invasive species removal and removal of trash and debris.

Johnson

- Worked with Robbie Sepler to draft and execute farmer sublease for 1 acre of land at Johnson Farm.
- Worked with Vireo Farm and CoBI to submit building permit application for Indoor Organic Hydroponic Garden structure.
- Coordinated with Johnson Farm neighbor for repairs to Twin Ponds Road that runs through farm.
- Purchased shingles and repaired outbuilding roof damaged during winter storms.
- A “mutt mitt” station has been installed in the lower parking lot. The station is being utilized, however, the bags are being left onsite. Working with CoBI for garbage pickup at the site.
- Cleaned up damage caused by snowstorms and assisted BI Fruit Club at pruning work party on March 17th.
- Spring Brook Creek Project
 - Met with COBI staff onsite to discuss metering of water from irrigation ponds and ongoing maintenance.
 - Coordinating with Brian Stahl regarding Heyday irrigation to their leased area
 - As a result of the meeting, CoBI added several buildings to their maps that they were previously not noted.
- Trail Network
 - Working with longtime volunteer Rob Ferguson on proposal to extend the walking trail around the pond and up the back portion of the property. Rob would provide equipment and donate his time and some materials to the project. Began dialogue with Parks Foundation to collaborate on a proposal to plan, build, and fund the project.



Suyematsu-Bentry Family Farms (Day Road)

- Evaluated damage from snow, invasives, and fallen trees to deer fence along the West side of Day Road
- Did triage repairs until permanent repair project is implemented. Years of sun have destroyed plastic netting and will need to be replaced in the coming year.

Crawford

- Ongoing dialogue and exchange of information with CoBI, Gerard Bentryn, and Betsey Wittick regarding status of Bentryn's request to CoBI to comply with Shade Covenant.

M&E

- In Fall of 2018 Friends of the Farms presented Council with plans to create a Food Forest on M&E in partnership with Bainbridge Prepares. Currently there are 17 volunteer leaders for the project. Teams include Management, Leadership, Design, Marketing, Fundraising, Permitting & Regulatory Compliance, Volunteers, and Community Outreach.
- The team has spent six months in facilitated planning, base mapping, and consulting with experts in habitat restoration and preservation. Two community feedback meetings have been held, as well as a farmer and potential stakeholder meeting.
- The project is now in the preliminary design and fundraising phase.

Farm Houses – Suyematsu and Morales

- Fire extinguishers have been checked and charged.
- Scheduled and attended annual code compliance inspections at both intern houses. Structures passed inspection.
- Intensive cleaning of interior and minor repairs and maintenance were done in preparation for arrival of first farm interns on February 16.
- Coordinating with Aaron Claiborne from COBI to locate the shutoff for the newly upgraded pump house to allow for immediate shutoff in an emergency.
- Solicited input from local farmers on process for managing housing applications and rent structure. Revised process based on input received.
- Housing applications were received from four farms Butler Green Farms, Laughing Crow Farm, Full Tilth Farm and Farmhouse Organics. We confirmed room for 3 interns with Butler Green, 2 interns split between Full Tilth and Laughing Crow and 2 for Farmhouse Organics, Sebastian Edgerton rounds out the space at 8 total.



Community

- Held three meetings of the Harvest Fair Planning Committee. Fair date is Sunday, September 22. Reviewed community and volunteer feedback following last year's Harvest Fair.
- Created Instagram account and are regularly posting promotional photos taken on public farmland. Account has 86 followers after 5 weeks.

P-Patch Management at Johnson Farm and Morales

- Reviewed P-patch lease and liability documents and provided them to current lessee's at Johnson Farm for renewal. The P-patch is at capacity and there is a waiting list for space.
- Ongoing work to complete new fence around P-patch. Friends of the Farms donated the funds for materials and equipment and the volunteers for this project.
- Morales farmer Brian MacWhorter donated his time and materials to prepare previously underutilized land not under sublease for planting. The space will be shared by a new P-patcher and a Morales House farm intern in a pilot program by Friends of the Farms to allow interns to grow their own crops in addition to their work with a local farmer.
- Designed, created, and installed cedar number signs at Johnson Farm P-patch plots to organization with new P-patchers.

New Public Farmland Programing

- Working with BARN to collaborate on farmer workshops in 2019. This would include farmers utilizing public land, such as:
 - Raspberry jam class with Karen Selvar's raspberries
 - Onion relish or jalapeno jam using Betsey's Wittick's produce
 - Garlic Braids with Betsey Wittick's produce
 - Flower arranging with Rebecca Slattery
- Yoga @ Johnson
 - Worked with Dayaalu Center to collaborate on weekly outdoor Sunday afternoon yoga classes from mid-July to early September.
- Gear Donations
 - Have applied to major workwear brands for gear donations for interns living in public farmland. Poor rain gear, boots, or general work wear is an issue as interns often cannot afford the proper gear or equipment to perform well and stay healthy.
 - Sent inquiry to the National Young Farmers Coalition asking about a nonprofit membership whose benefits could be shared with our public farmland interns/beginning farmers. They offer major discounts to farming brands for clothing, seeds equipment etc. to individual members.

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Administration

- Collected data, wrote, and submitted 2018 Annual Report on Public Farmland Management (attached) to CoBI as required under our Master Lease Agreement.
- Worked with Robbie Sepler to draft Amendment No. 1 to the Master Lease to allow for quarterly payments management fee for 2019.
- At the request of Ellen Schroer, drafted and submitted a list of suggested areas for edits or additions to the Master Lease by section to facilitate discussion at a first meeting on lease revisions and management fee for 2020 forward.
- Created 2019 budget for Public Farmland Management.
- Created 2019 public farmland priority maintenance, repair and improvement list. Coordinating with CoBI staff on their priorities and projects that will be undertaken.
- Generated and sent annual invoices to public farmland sublease farmers and processed payments.
- Ongoing generating of monthly invoices to interns in public farmland housing and processing payments.
- 264 volunteer hours contributed to public farmland management, maintenance, improvement, and promotional work.

Thank you for the opportunity to serve our community and our public farmland.

Heather Burger

Executive Director, Friends of the Farms
heather.burger@friendsofthefarms.org



INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

Date: July 1, 2019

To: City of Bainbridge Island
c/o Ellen Schroer
280 Madison Avenue North
Bainbridge Island, WA 98110

Description

Friends of the Farms hereby requests **payment of \$16,250** for services provided as outlined below in Q2/2019 per Amendment No. 1 to the Master Lease and Management Agreement as follows:

The City agrees to pay Friends a total of \$65,000 for services performed under this Lease in fiscal year 2019, which amount shall be paid quarterly in four equal installments of \$16,250. Friends shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter.

Terms

Payable to *Friends of the Farms* by check within 60 days.

Mail to:
Friends of the Farms
c/o Heather Burger, Executive Director
250 Madrona Way NE, Suite 110B
Bainbridge Island, WA 98110



Services Provided by Friends of the Farms, Q2/2019
INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

General

- Continued to monitor infrastructure on all farms and completed storm cleanup
- Began work on priority projects targeted for 2019 utilizing Friends of the Farms staff and volunteer base. Three of seven work parties were completed at M&E and Johnson Farm.

Johnson

- Organized and executed a work party on June 20th to re-paint two of the barn structures at Johnson Farm.
- Ongoing pest management to remove wasp nests in eaves and foundations of buildings.
- Trail Network
 - Began dialogue with Parks Foundation to collaborate on a proposal to plan, build, and fund trail expansion for increased public access and connectivity.
 - Ongoing work with longtime volunteer Rob Ferguson on proposal to extend the walking trail around the pond and up the back portion of the property. Rob would provide equipment and donate his time and some materials to the project.
 - Ongoing mowing and maintenance of Johnson Farm trails by Rob Ferguson, FotF staff, and volunteer base.
- Working with Vireo Farm owners to assist them in navigating the CoBI code requirements to allow for the indoor organic hydroponic garden structure on their leased parcel.

Suyematsu-Bentryn Family Farms (Day Road)

- Emergency repairs completed on the well pump providing irrigation to the Day Road Farm properties. Friends of the Farms paid \$4,157.69 to complete repairs.
- Sublease farmer Betsey Wittick reported minor vandalism on her adjacent private property. At her request, FotF installed three “private property” signs at gates along the border of M&E and Bentryn property.
- Onsite meeting between FotF staff and BI Parks Foundation trails committee at M&E and Day Road to discuss options and next steps to move forward with new connection trails
- Sublease farmers have identified ongoing issues with irrigation pond filtration systems. FotF is currently working to collect more information on the issue and will report back on necessary repairs.



Crawford

- Ongoing dialogue and exchange of information with CoBI, Gerard Bentryn, and Betsey Wittick regarding status of Bentryn's request to CoBI to comply with Shade Covenant.

M&E

- Two work parties focused on invasive species removal were held on April 27th and May 18th. With support from Sustainable Bainbridge and equipment loaned from BI Parks three large trailer loads of scotch broom and blackberry were removed.
- Ongoing communication and one-on-one meetings with nearby property owners to inform and engage in the planning and development of the Bainbridge Food Forest.

Farm Houses – Suyematsu and Morales

- Repairs were completed on the refrigerator and toilet at Morales, and the washing machine at Suyematsu by Friends of the Farms program manager.
- Both the Suyematsu and Morales farmhouses are housing seven interns this year. Friends of the Farms coordinated applications, security deposits, and lease agreements with each intern/master farmer.
- FotF coordinated with Joel Goodwin and farmhouse interns to provide access to farmhouse septic systems for pumping and updates.
- Friends of the Farms continues to communicate with farmhouse tenants with questions and invoice monthly for rent.

P-Patch Management at Johnson Farm and Morales

- Two p-patch gardeners gave up their plots due to health and work demands. Their plots have been filled from the wait list and rental agreements signed.
- Planning and additional maintenance at Johnson Farm in preparation for Edible Garden Tour's stop on July 20th.
- Coordinated a grape pruning workshop with the BI Fruit Club to maintain the fence and grapes along the east side of the p-patch.
- FotF hosted a p-patch potluck to welcome the new gardeners, discuss this year's Edible Garden Tour, and share food prepared from the gardens.

Community

- Farm Resource Library
 - Received donations from farm magazines and online resources to create an online library for local farm interns and beginning farmers. These resources are now available on the Friends of the Farms website.
- Provided guided educational tours of public farmland to community members.
- Held three meetings of the Harvest Fair Planning Committee. Fair date is Sunday, September 22. Coordinating with non profit, farmer, and food vendors, business sponsors and others to plan this year's event.



- FotF staff and volunteers met on public farmland with media representatives from the Kitsap Sun and King 5 News. Resulting promotion brought increase in awareness of public farmland and resulted in increase in volunteer base to help maintain the properties.
- Had a booth at the Bainbridge Island Farmers Market on June 15th. Engaged with many community members about local agriculture, the Bainbridge Food Forest, summer work parties, volunteer opportunities and summer events on public farmland.

Administration

- Wrote and presented Annual Report on Public Farmland Management to Council and did Q&A at the April 23rd City Council meeting, per the terms of our Master Lease.
- Ongoing meetings and work with Ellen Schroer on proposed edits or additions to the Master Lease by section to facilitate discussion with Council at the July 16th Study Session.
- Phone and in-person meetings with representatives of the Historic Preservation Commission regarding the Historic Suyematsu Farmstead structures.
- Upon invitation, gave presentation to the Island Center Subarea Planning Committee on opportunities to incorporate local agriculture in their work.
- Coordinating with CoBI staff on 2019 maintenance, repair and improvement projects.
- Ongoing generating of monthly invoices to interns in public farmland housing and processing payments.
- 453 volunteer hours contributed to public farmland management, maintenance, improvement, and promotional work.

Thank you for the opportunity to serve our community and our public farmland.

Heather Burger

Executive Director, Friends of the Farms
heather.burger@friendsofthefarms.org



INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

Date: October 3, 2019

To: City of Bainbridge Island
c/o Ellen Schroer
280 Madison Avenue North
Bainbridge Island, WA 98110

Description

Friends of the Farms hereby requests **payment of \$16,250** for services provided as outlined below in Q3/2019 per Amendment No. 1 to the Master Lease and Management Agreement as follows:

The City agrees to pay Friends a total of \$65,000 for services performed under this Lease in fiscal year 2019, which amount shall be paid quarterly in four equal installments of \$16,250. Friends shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter.

Terms

Payable to *Friends of the Farms* by check within 60 days.

Mail to:
Friends of the Farms
c/o Heather Burger, Executive Director
250 Madrona Way NE, Suite 110B
Bainbridge Island, WA 98110



Services Provided by Friends of the Farms, Q3/2019
INVOICE REQUEST FOR PAYMENT – FRIENDS OF THE FARMS

General

- Continued work on priority projects targeted for 2019 utilizing Friends of the Farms staff and volunteer base. Three more work parties focused on invasive species management were held at Suyematsu/Bentryn Farms and Johnson Farm.

Johnson

- Secured donated time and equipment by Westerlund Tree Service to clear brush piles of winter storm downed limbs, invasive species, and general farm clean up. 10+ hours for two Westerlund employees over two days, using a large crane truck to sort and load debris.
- Organized and executed 7 volunteer work parties on Johnson farm in September aimed at invasive species management, general farm maintenance, and preparations for the 18th annual Harvest Fair.
- Hosted the 1st Annual Edible Garden Tour at the Johnson Farm P-Patch and three private gardens throughout the island. Sold-out event.
- Donation of equipment and services by Rob Ferguson, and volunteer base.
- Ongoing work with Vireo Farm owners to assist them in navigating the CoBI code and permitting requirements to allow for the indoor organic hydroponic garden structure on their leased parcel.
- Ongoing pest management to remove wasp nests in eaves and foundations of buildings.

Suyematsu-Bentryn Family Farms (Day Road)

- Work with the Bainbridge Parks Foundation, BI Metro Park and Recreation District, COBI, to move forward on plans to continue the trail network on Suyematsu/Bentryn Farm and M&E.
- Coordination with COBI O&M to complete planned maintenance to fence rows, gravel roads, and three ditches used to divert water through the property.
- Organized and executed a volunteer work party with the Kitsap Conservation District to continue invasive species management along the headwaters of Manzanita Creek.
- Sublease farmers have identified ongoing issues with irrigation pond filtration systems. FotF is still working to collect more information on the issue and will report back on necessary repairs.



Crawford

- Ongoing dialogue and exchange of information with CoBI, Gerard Bentryn, and Betsey Wittick regarding status of Bentryn's request to CoBI to comply with Shade Covenant.

M&E

- At the request of Island School staff, began exploration of long-term engagement between FotF and the school to create curriculum incorporating regular hands-on activities for students at the Bainbridge Food Forest at M&E utilizing regenerative agriculture. First joint project slated for Spring 2020.
- Work with the Bainbridge Parks Foundation, BI Metro Park and Recreation District, COBI, to move forward on plans to continue the trail network on Suyematsu/Bentryn Farm and M&E.
- Continuing communication and one-on-one meetings with nearby property owners to inform and engage in the planning and development of the Bainbridge Food Forest.
- Ongoing coordination with CoBI staff on culvert removal and repairs. Point of contact for neighboring homeowners and public on work. Posted informational signage on property to keep public informed.

Farm Houses – Suyematsu and Morales

- Coordinated and managed multiple moves of farm interns into and out of CoBI-owned farm houses as farmers staff turned over this quarter summer.
- Both the Suyematsu and Morales farmhouses have housed 11 interns this year to date. Coordinated applications, security deposits, and lease agreements with each intern/master farmer.
- Ongoing communication with farmhouse tenants with questions and provides processing of monthly rent.

P-Patch Management at Johnson Farm and Morales

- Continued support to p-patch gardeners at both locations.
- Secured donations of a new mower and weed whacker to the p-patch to help with continued maintenance.
- Hosted the Edible Garden Tour at the Johnson Farm P-Patch in partnership with Bainbridge Prepares and several local food gardeners

Community

- 18th Annual Harvest Fair
 - Planned and held the 18th annual Harvest Fair at Johnson Farm with the help of hundreds of volunteers dedicating hundreds of hours to supplement staff hours.
 - Worked with dozens of farmers, food vendors, nonprofits, and local businesses who donated time, products, and equipment to put on the event

Page 3 of 5



- Even with a rainy fair day, hundreds of island families and hundreds more visitors attended, met local farmers, listened to live music, ate local food, and enjoyed public farmland.
- At the invitation of Rotary, board and staff provided a 30-minute presentation during a Rotary luncheon on the Bainbridge Food Forest.
- Met with Deborah Rudnick of the CoBI Climate Action Committee and provided input on draft findings on local agriculture. Invited to present at Committee meeting on October 16th.
- Ongoing meetings and dialogue with members of the Island Center Subarea Planning Committee and landowners on opportunities to incorporate local agriculture into planning work for the area.
- Began coordinating with Bainbridge Prepares Executive Director on community class onsite at the Bainbridge Food Forest to educate the public on safe and proper use of chainsaws to remove downed trees that may block access or present a hazard following a disaster or major storm event
- Participated in CoBI's Three Days of Preparedness to educate and inform the public about the Bainbridge Food Forest and its role in community education on increasing our local food production
- Executive Director Heather Burger was interviewed by the BI Arts & Humanities Council for a feature article on Johnson Farm and the history of Harvest Fair
- Program Manager Morgan Houk presented at a Kiwanis breakfast meeting on August 21st, advocating for local farms and food.
- Had a booth presence at the Bainbridge Island Farmers Market on August 17th and September 7th. Engaged with many community members about local agriculture, the Bainbridge Food Forest, work parties, volunteer opportunities and events on public farmland.
- Scheduled programs at BARN, the Dayaalu Center, with local farmers focused on encouraging the community to engage with public farmland
- Met with BISD School Superintendent on existing and potential curriculum regarding regenerative agriculture, local food, and public farmland

Administration

- Ongoing meetings and work with Ellen Schroer on CoBI/FotF Master and extensive document preparation at the request of Council in advance of September 17 Study Session.
- Document review and phone meetings with representatives of the Historic Preservation Commission and CoBI staff regarding a grant proposal for structures at the Historic Suyematsu Farmstead.



- Coordinating with CoBI staff on 2019 maintenance, repair and improvement projects.
- Ongoing generating of monthly invoices to interns in public farmland housing and processing payments.
- **1,000 volunteer hours contributed this quarter** to public farmland management, maintenance, improvement, and promotional work.

Thank you for the opportunity to serve our community and our public farmland.

Heather Burger

Executive Director, Friends of the Farms
heather.burger@friendsofthefarms.org



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:35 PM) Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to refer draft Ordinance No. 2019-09 to the Planning Commission for the Planning Commission's consideration and recommendation.

SUMMARY:

This time is intended to allow additional City Council review of previous decisions related to revising ADU standards regarding common ownership, lot coverage, and tiny homes. Once Council has completed its work on these proposed changes, the proposed ordinance will be forwarded to the Planning Commission for consideration. A recommendation from the Planning Commission will then be provided to the City Council for consideration of adoption.

FISCAL IMPACT:

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

BACKGROUND:

Beginning in Fall, 2018, the City Council has conducted a review of rules related to Accessory Dwelling Units (ADUs) in response to Recommendation #3 from the Affordable Housing Task Force (2018) to "adopt procedures to encourage Accessory Dwelling Units."

Throughout 2019, the City Council considered a number of changes related to the regulation of ADUs. On June 18, 2019, the Council discussed a requirement for common ownership between an ADU and primary dwelling.

At that meeting, two additional topics related to the ADU development regulations were also discussed: (a) tiny homes (with or without wheels) and RVs, (b) and relaxing standards such as lot coverage. At Council meetings on June 18 and July 23, the Council also discussed tiny homes, and provided the following policy direction to staff: 1. Require common ownership of ADUs unless the ADU or primary unit is being managed as affordable housing. 2. Allow tiny homes with wheels and RVs to be permitted as permanent residences and used as primary dwellings or ADUs. 3. Allow a property with a single-family residence to have two tiny homes or RVs. 4. Direct the City to develop regulations to facilitate the creation of tiny home communities. 5. Exempt ADUs on properties less than 40,000 sq. ft. in size from lot coverage requirements. Further discussion is needed regarding tiny home communities and utilization of RVs as permanent residences.

During the September 10, 2019 Council discussion on this topic, the Council opted to continue discussion of RVs and tiny home communities separately from the other changes to ADU regulations. As a result, those topics have been removed from the draft Ordinance No. 2019-09. RVs and tiny home communities will be scheduled for Council discussion at a later date.

The revised draft ordinance also deletes subsection BIMC 18.09.030.I.5.n related to ADUs in the Mixed Use Town Center. This subsection is no longer necessary since the City Council approved updated subdivision regulations, via Ordinance No. 2019-03, on September 24, 2019. Those new regulations now allow new single-family residences in the Mixed Use Town Center and High School Road zones and, therefore, accessory dwelling units will also be allowed in those zones.

At the September 10, 2019 Council discussion, Council requested the opportunity for additional review of the previous decision to allow two tiny homes on a property in addition to a primary residence.

ATTACHMENTS:

[Staff Memo - Accessory Dwelling Unit Regulations 102219](#)

[Ordinance 2019-09 DRAFT 101519](#)

[October 2018 Legal Memo on ADUs](#)

[Building Official Memo re Tiny Home Appendix Q Adoption](#)

[Appendix Q](#)

[ADU Use Specific Standards 18.09.030 Attachment A](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



Department of Planning and Community Development

Memorandum

Date: October 22, 2019
To: City Manager
City Council
From: Jennifer Sutton, AICP
Senior Planner
Subject: Proposed Ordinance 2019-09: Accessory Dwelling Unit Regulations

I. MEETING PURPOSE

The purpose of tonight's meeting is to finalize policy direction on draft Ordinance 2019-09. This ordinance amends accessory dwelling unit (ADU) regulations to:

- Require common ownership of new ADUs, such that sale or ownership of an ADU separate from the primary single-family dwelling is prohibited.
- Removes the footprint of ADU's from the "lot coverage" calculation for properties in most residential zones that are less than 40,000 square feet in size.
- Adds new definition for "tiny home" - a dwelling smaller than 400 square feet.
- Allows two tiny homes in lieu of 1 traditional (larger)-sized ADU.

Once Council policy direction is complete, City staff will take this Ordinance to the Planning Commission to begin the legislative review process. After holding a public hearing, the Planning Commission will forward the ordinance back to the City Council with a recommendation.

II. Council Policy Direction from September 10 City Council meeting

The City Council's summer 2019 discussion of limiting common ownership for ADUs and tiny homes had expanded to include the topics of tiny home communities and allowing recreational vehicles (RVs) to be permitted as residences. During their discussion on September 10, the City Council opted to continue discussion of RVs and tiny home communities separately from the other changes to ADU regulations in draft Ordinance 2019-09, and those topics have been removed from the draft ordinance. RVs and tiny home communities will be scheduled for City Council discussion at a later date.

III. NEXT STEPS

As described above, staff is seeking policy confirmation from the City Council related to revising ADU standards related to common ownership, lot coverage and tiny homes as described in Section I of this memo and in draft Ordinance 2019-09. Any ordinance updating the current ADU Use Specific Standards, BIMC Section 18.09.030.1.5 or any other section of BIMC Title 18 will begin with legislative review by the Planning Commission before returning to the Council for adoption.

ORDINANCE NO. 2019-09

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to accessory dwelling units and tiny homes and amending Section 18.09.030.I.5 and Section 18.36.030 of the Bainbridge Island Municipal Code.

WHEREAS, the City has permitted and regulated accessory dwelling units as an accessory use to single-family residences for many years; and

WHEREAS, accessory dwelling units are recognized as a type of affordable housing; and

WHEREAS, the City is aware of a limited number of property owners who have turned an accessory dwelling unit into a condominium pursuant to Chapter 64.34 RCW, and some of those units may have been sold to a person other than the owner of the single-family residence (primary dwelling unit); and

WHEREAS, given the high real estate prices on Bainbridge Island, the sales price of an accessory dwelling unit sold as a condominium is unlikely to meet the definition of “affordable housing” as it relates to an income qualified household earning a middle-income or below, which is generally defined by Chapter 18.21 BIMC and BIMC 18.36.030.16 as one-hundred and twenty percent (120%) or below of the Department of Housing and Urban Development median income levels for the Bremerton-Silverdale metropolitan statistical area; and

WHEREAS, the City Council desires to maintain the affordability of accessory dwelling units by limiting the ability to sell them separately from the primary dwelling unit; and

WHEREAS, in addition to considering issues related to accessory dwelling unit ownership, the City Council has considered issues related to allowing tiny homes, with or without wheels, to be considered as permanent residences as a way to increase affordable housing options; and

WHEREAS, the City Council approved updated subdivision regulations, via Ordinance 2019-03, on September 24, 2019, and those new regulations now allow new single-family residences in the Mixed Use Town Center and High School Road zones and, therefore, accessory dwelling units will also be allowed in those zones.

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

Section 1. Section 18.09.030.I.5 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

c. Only one accessory dwelling unit may be created per parcel; except that in the R-5, R-4.3, R-3.5, R-2.9, R-2, R-1 and R-0.4 zones, a parcel is allowed to have two tiny homes in place of one larger accessory dwelling unit.

e. Sale or ownership of an accessory dwelling unit separate from the primary single-family dwelling is prohibited. This prohibition does not apply to an accessory dwelling unit that is owned in the condominium form of ownership prior to the effective date of this ordinance. Further, this prohibition does not apply to an accessory dwelling unit that was lawfully in existence prior to the effective date of this ordinance, or an accessory dwelling unit for which a complete building permit application has been submitted for that accessory dwelling unit prior to the effective date of this ordinance.

ef. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.

fg. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.

gh. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.

hi. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.

ij. No recreational vehicle shall be an accessory dwelling unit.

jk. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.

kl. The ADU shall share a single driveway with the primary dwelling.

~~l~~m. School impact fees and qualified exemptions from those fees as provided in Chapter 15.28 BIMC shall apply.

~~m~~n. All other applicable standards including, but not limited to, ~~lot coverage~~, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met. Accessory dwelling units are excluded for the purposes of calculating lot coverage requirements on lots smaller than 40,000 square feet.

~~n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single family subdivision approved pursuant to BIMC 2.16.020.S.~~

Section 2. Section 18.36.030 of the Bainbridge Island Municipal Code is hereby amended to add the following:

18.36.030 Definitions

259. “Tiny home” means a dwelling less than 400 square feet in size that provides independent living facilities with provisions for sleeping, eating, cooking, and sanitation and is constructed to meet the requirements of the International Residential Code. Tiny homes can be on a foundation or on wheels.

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

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER:

October 15, 2019

2019-09



CITY OF
BAINBRIDGE ISLAND

Office of the City Attorney
Memorandum

Date: 10/19/2018
To: City Council
From: Robbie Sepler, Deputy City Attorney
Re: Making Condominiums Out of Accessory Dwelling Units (ADUs)

1. Question Presented:

Can the City of Bainbridge Island prohibit, regulate, or otherwise discourage property owners from making condominiums out of accessory dwelling units (ADUs) located on their property?

2. Brief Answer:

A local regulation directly prohibiting the creation of condominiums would likely be preempted by state law and impermissible. However, there are other avenues through which the City can address or mitigate unwanted effects of property owners making condominiums out of ADUs.

3. Background

A. State Law Requires the City to Adopt ADU Regulations

As a code city with a population of more than 20,000, the City is required to have ADU regulations pursuant to RCW 36.70A.400 and RCW 43.63A.215. Specifically, the City is required to incorporate the model ordinance recommendations previously prepared by the Department of Commerce. While the recommendations must be adopted, RCW 43.63A.215(3) gives the City considerable flexibility to adapt the recommendations to local needs and preferences.

B. The City’s Current ADU Requirements

BIMC 18.36.030.10 defines “accessory dwelling unit” to mean:

separate living quarters containing kitchen facilities, where the living quarters are contained within or detached from a single-family dwelling on a single lot.

The City’s ADU regulations are contained in BIMC 18.09.030.I.5. Currently, ADUs may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use wherever single-family dwellings are a permitted use. However, in the shoreline jurisdiction, ADUs are a conditional use. Only one ADU may be created per parcel. The full text of BIMC 18.09.030.I.5 is included as **Attachment A** to this memo.

Nothing in BIMC 18.09.030.I.5 currently prevents a property owner from creating condominiums out of a primary dwelling and an ADU located on the same lot.

4. Analysis

This section analyzes several approaches that the City could take to address or mitigate unwanted effects of property owners making condominiums out of ADUs.

A. Can the City prohibit a property owner from creating condominiums in which the primary dwelling on the lot is one unit and the ADU on the lot is the second unit?

No. The key to this question is RCW 64.34.050(1), which states in relevant part:

A zoning, subdivision, building code, or other real property law, ordinance, or regulation may not prohibit the condominium form of ownership or impose any requirement upon a condominium which it would not impose upon a physically identical development under a different form of ownership. . . .

If a local regulation prohibited a property owner from making condominiums out of a primary dwelling and its associated ADU, then that local regulation would prohibit the “condominium form of ownership” of the primary dwelling and ADU and would therefore be preempted by RCW 64.34.050(1).

B. Can the City require common ownership of a primary dwelling and ADU located on the same lot?

Most likely. Again, the key to this question is RCW 64.34.050(1), which preempts local regulations that either:

1. Prohibit the condominium form of ownership; or
2. Impose any requirement upon a condominium which it would not impose upon a physically identical development under a different form of ownership.

A common ownership requirement would not prohibit the condominium form of ownership. While the term “condominium form of ownership” is undefined, the plain language of the statute is not ambiguous: it clearly refers to owning property as a condominium. A local regulation requiring common ownership does not prohibit a property owner from owning the primary dwelling and ADU as separate units of a condominium because nothing in state law requires separate ownership of all of the units of a condominium. In other words, the property owner would be free to make their primary dwelling and associated ADU into units of a condominium—they would just be required to own both units of the condominium, thus still allowing the condominium form of ownership.

Similarly, a local regulation requiring common ownership would not impose any requirement upon a condominium that it would not impose upon a physically identical development under a different form of ownership—regardless of how the ADU and primary dwelling were owned, the requirement of common ownership would apply the same.

Many cities in Washington have adopted local regulations requiring common ownership of primary dwellings and associated ADUs. Here are some examples:

Bellingham Municipal Code Section 20.28.100.B.8:

The [detached accessory dwelling unit] may not be divided from the property ownership of the primary dwelling.

Bellevue Municipal Code Section 20.20.120.A.1 (Mercer Island Municipal Code Section 19.02.030.B.3 and Redmond Municipal Code Section 20C.30.35-030.4 use substantially the same wording):

Accessory dwelling units may not be subdivided or otherwise segregated in ownership from the primary residence structure.

Enumclaw Municipal Code Section 19.34.080:

The accessory dwelling unit, or the land on which the accessory dwelling unit is located, shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit or the land on which the principal dwelling unit is located.

Sequim Municipal Code Section 18.66.060.A:

Sale or ownership of such [accessory dwelling unit] separate from the primary residential unit is prohibited.

C. Can the City require owner occupancy of the primary dwelling or the ADU?

Yes. Many cities and counties in Washington have adopted local regulations requiring owner occupancy of the primary dwelling or ADU. Here are some examples:

Bothell Municipal Code Section 12.06.140.B.4.a states:

Either the primary dwelling unit or the accessory dwelling unit shall be occupied by an owner of the property or by an immediate family member of the property owner. The owner must occupy one of the dwelling units on the property for more than six months of each calendar year.

Bremerton Municipal Code Section 20.46.010.k:

The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU as their permanent residence for all twelve (12) months of the year.

Pierce County Code Section 18A.37.120.A.2:

An ADU shall be converted to another permitted use or shall be removed if one of the two dwelling units is not owner occupied.

Sammamish Municipal Code Section 21A.20.030.B.5.a.(3):

The primary dwelling unit or the accessory dwelling unit shall be owner occupied.

Some jurisdictions have also adopted additional requirements meant to ensure that the owner-occupancy requirement is followed. For example, Pierce County Code Section 18A.37.120.D requires that a property owner seeking to establish an ADU must complete the following:

- An affidavit affirming that the owner will occupy the principal dwelling or the ADU and agreeing to all the general ADU requirements contained in the county code; and
- Prior to issuance of Building Permits, the owner occupant must record a notice on the property title acknowledging the existence of the ADU with the Pierce County Auditor. Such notice must be in a specific form, and the current form used by Pierce County is included as **Attachment B** to this memo.

D. Can the City require new ADUs sold separately from the primary dwelling to be sold as affordable housing?

Most likely. The Department of Commerce’s ADU recommendations state that one of the purposes of allowing ADUs is to:

Make housing units available to moderate-income people who might otherwise have difficulty finding homes within the (city/county).

The City is required by state law to adopt these recommendations, but is given considerable flexibility in tailoring the recommendations to fit Bainbridge Island’s unique needs. Arguably, limiting the sale of ADUs that have been subdivided or segregated from ownership of the primary dwelling to affordable housing would further an express purpose of ADUs: creating affordable housing. Such a limitation would need to be specifically tailored to the area in which it was to take effect. For example, BIMC 18.09.03.I.5.n currently limits new ADUs in the Mixed Use Town Center to only those permitted as part of a housing design demonstration project single-family subdivision. By way of illustration, the City could, arguably, similarly limit the sale of new ADUs sold separately from the primary dwelling in certain areas of the City to only those sold as affordable housing.

5. Conclusion

In summary, the City cannot adopt a local regulation prohibiting a property owner from making an ADU into a condominium. However, there are multiple avenues that the City can permissibly pursue to address or mitigate unwanted effects of such activity. These avenues include requiring:

- Common ownership of the primary dwelling and the ADU;
- Owner occupancy of the primary dwelling, ADU, or both; and
- ADUs sold separately from the primary dwelling be sold as affordable housing.

Memorandum

To: Heather Wright, PCD Director

From: Todd Cunningham, Building Official

Re: Tiny Homes

Date: 07-18-2019

At the June 18, 2019 meeting of the City Council, the Mayor and Council entered into a discussion related to allowing tiny homes to be placed on properties within the City. The Council provided staff direction to move forward with methodology to address this subject and the Council's desire to allow for the placement of tiny homes; staff has prepared this information in response.

Every three years, the construction code writing organizations update their respective technical and administrative codes. The Revised Code of Washington (RCW), Section 19.27, requires that jurisdictions within the State of Washington adopt these codes as required by RCW through the oversight of the Washington State Building Code Council (SBCC). The code cycle for the 2018 codes is currently active and moving toward finalization. As this takes place, the consideration for approval of tiny home construction was added to the draft language of the International Residential Code (IRC) as an appendix chapter, namely Appendix Q, "Tiny Homes." (See attached.)

Unlike any prior code/s, Appendix Q provides support for the construction of tiny homes allowing for a variation of alternate choices and code application for construction of these homes by allowing greater flexibility from previous IRC requirements while still maintaining a level of life-safety standards commensurate with past and current codes. As the current code adoption cycle moves forward, the state, through the enactment of ESSB 5383, has formalized the direction to develop a method in which to address and allow tiny home construction; Appendix Q does this.

The legislative directive included a deadline of December 31, 2019. It is anticipated that the State Building Code Council will have the formalized document in place and that jurisdictions across Washington State will begin to allow tiny home construction practices to take place as early as July 1, 2020, which is the effective date of the newly adopted codes. This will include both permanent ground constructed homes and chassis structures.

As the Council continues its interest in tiny homes, City staff encourages the Council to thoroughly consider the timeline and alignment of the state adoption process as it relates to the City's desire to move forward in allowing these homes. Under the City's current timeline, the City's process is not lining up well with the state's process because the City is on a path to take action prior to the

effective date of the new state code provisions. It is anticipated that the state codes will publish on January 1, 2020 and have an effective date of July 1, 2020, at which time tiny home construction can move forward without delay.

If the City implements new local regulations prior to the effective date of the new state regulations related to allowing for the construction of tiny homes, there would need to be some level of construction oversight developed by either using the current IRC or developing construction standards for tiny homes in the absence of chassis built standards or recreational vehicle standards already in place. An alternative approach might be to use the proposed Appendix Q, although it is not yet finalized by the state and revisions are still taking place. Taking such an alternative approach, however, could misalign construction standards by allowing tiny homes prior to official state adoption of the final document.

At the local level, if the Council moves forward earlier than state adoption of the new tiny home regulations, the earliest window for approval is estimated to be sometime around the end of October 2019, which is a couple of months prior to the publication date of the new state regulations. Because of this timing, staff recommends that the Council wait to implement provisions for the construction and placement of tiny homes while still allowing, as applicable, for land use review of applications for tiny homes to move forward through the land use process until such time as there are state-adopted standards in place for construction of tiny homes. This could be done as soon as January 2020 (the publication date) and would allow for:

1. Appendix Q to be published by the state, which would allow for greater consistency and guidance related to standards for the construction and installation of tiny homes throughout Washington, which would avoid a situation in which there would be no standards at all for do it yourself constructed units, or different local standards that do not align with codes or standards for recreational vehicles based on current regulations that are not in line with use of a tiny home as a permanent residence.
2. Safer built units in that there would be a set of code requirements in place specifically addressing the construction and safety of tiny homes. Additionally, options would be available for tiny home construction related to utilizing a code that allows for flexibility and cost savings.

If the Council chooses to adopt regulations prior to the state adoption of the IRC and which do not align with construction practices by allowing these units prior to the effective date of the new state codes and Appendix Q, the City may be allowing something different than what will be allowed under the new state regulations when they become effective. However, if the City waits until the new regulations are published on January 1, 2020, the City could move to implement Appendix Q before the July 1, 2020 effective date of the new state regulations and thereby allow Appendix Q to be the City's code six months earlier. The new state regulations, once published, are not likely to be revised, so the delay of two months as proposed above would be worth the wait from City staff's perspective.



2018 International Residential Code

APPENDIX Q TINY HOUSES

First Printing: Aug 2017

APPENDIX Q TINY HOUSES

This provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.

SECTION AQ101 GENERAL

AQ101.1 Scope.

This appendix shall be applicable to *tiny houses* used as single *dwelling units*. *Tiny houses* shall comply with this code except as otherwise stated in this appendix.

SECTION AQ102 DEFINITIONS

AQ102.1 General.

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A *skylight* or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a *loft*.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.

TINY HOUSE. A *dwelling* that is 400 square feet (37 m²) or less in floor area excluding *lofts*.

SECTION AQ103 CEILING HEIGHT

AQ103.1 Minimum ceiling height.

Habitable space and hallways in *tiny houses* shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exception: Ceiling heights in *lofts* are permitted to be less than 6 feet 8 inches (2032 mm).

SECTION AQ104 LOFTS

AQ104.1 Minimum loft area and dimensions.

Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Minimum area.

Lofts shall have a floor area of not less than 35 square feet (3.25 m²).

AQ104.1.2 Minimum dimensions.

Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

AQ104.1.3 Height effect on loft area.

Portions of a *loft* with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50-percent slope), portions of a *loft* with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the *loft*.

AQ104.2 Loft access.

The access to and primary egress from *lofts* shall be of any type described in Sections AQ104.2.1 through AQ104.2.4.

AQ104.2.1 Stairways.

Stairways accessing *lofts* shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5.

AQ104.2.1.1 Width.

Stairways accessing a *loft* shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom.

The headroom in stairways accessing a *loft* shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers.

Risers for stairs accessing a *loft* shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms.

The top tread and riser of stairways accessing *lofts* shall be constructed as a *landing platform* where the *loft* ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the *loft*. The *landing platform* shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the *loft*, and 16 to 18 inches (406 to 457 mm) in height measured from the *landing platform* to the *loft* floor.

AQ104.2.1.5 Handrails.

Handrails shall comply with Section R311.7.8.

AQ104.2.1.6 Stairway guards.

Guards at open sides of stairways shall comply with Section R312.1.

AQ104.2.2 Ladders.

Ladders accessing *lofts* shall comply with Sections AQ104.2.1 and AQ104.2.2.

AQ104.2.2.1 Size and capacity.

Ladders accessing *lofts* shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within $\frac{3}{8}$ inch (9.5 mm).

AQ104.2.2.2 Incline.

Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices.

Alternating tread devices accessing *lofts* shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AQ104.2.4 Ships ladders.

Ships ladders accessing *lofts* shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft Guards.

Loft guards shall be located along the open side of *lofts*. *Loft* guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

SECTION AQ105 EMERGENCY ESCAPE AND RESCUE OPENINGS

AQ105.1 General.

Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: *Egress roof access windows* in *lofts* used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the *loft* floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

18.09.030.I.5. Accessory Dwelling Unit.

- a. An accessory dwelling unit (ADU) may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where permitted (“P”) by this chapter.
- b. In the shoreline jurisdiction, an accessory dwelling unit may be created within, or detached from, any single-family dwelling, whether existing or new, as a subordinate use, where conditional (“C”) pursuant to this chapter. See Chapter [16.12](#) BIMC for shoreline conditional use process.
- c. Only one accessory dwelling unit may be created per parcel.
- d. No variances shall be granted for an accessory dwelling unit.
- e. One off-street parking space shall be provided in addition to off-street parking that is required for the primary dwelling.
- f. Accessory dwelling units shall be designed to maintain the appearance of the primary dwelling as a single-family dwelling, containing 900 square feet of floor area or less. However, if the accessory dwelling unit will be located within a building existing as of the approval date of Ordinance No. 2015-16 (for example, in a basement) the city may allow an increased size in order to efficiently use all floor area. If a separate outside entrance is necessary for an accessory dwelling unit located within the primary dwelling, that entrance must be located either on the rear or side of the building.
- g. If an accessory dwelling unit is constructed in conjunction with a garage, the square footage of the garage shall not count towards the 900-square-foot limitation.
- h. An accessory dwelling unit not attached to the single-family dwelling may not contain any accessory use other than a garage.
- i. No recreational vehicle shall be an accessory dwelling unit.
- j. When stairs utilized for the ADU are enclosed within the exterior vertical walls of the building, they shall not count towards the floor area of the ADU.
- k. The ADU shall share a single driveway with the primary dwelling.
- l. School impact fees and qualified exemptions from those fees as provided in Chapter [15.28](#) BIMC shall apply.
- m. All other applicable standards including, but not limited to, lot coverage, setbacks, parking requirements, and health district or city requirements for water, sewer, and/or septic must be met.
- n. In the Mixed Use Town Center, new accessory dwelling units are only permitted as part of a housing design demonstration project single-family subdivision approved pursuant to BIMC [2.16.020.S](#).



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (7:50 PM) Ordinance No. 2019-32 Amending BIMC 2.16.020.S. Housing Design Demonstration Projects (HDDP) Program - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION:

I move to forward draft Ordinance No. 2019-32 to the Planning Commission for the Planning Commission to hold a public hearing on November 7, 2019 and to make a recommendation on the draft ordinance to the City Council by mid-November 2019.

SUMMARY:

Ordinance No. 2018-31 was approved by the City Council on August 28, 2018. This ordinance limited application of the HDDP program to projects where 100% of the units were designated as affordable housing. This change was recommended by the Planning Commission and approved by the Council in the context of planned updates to the City's subdivision standards. The City's new subdivision standards were approved by the Council on September 24, 2019 (via Ordinance No. 2019-03).

On October 1, the Council discussed next steps for the Suzuki Affordable Housing project, which is currently being planned as a HDDP project. During that discussion, a majority of the Council indicated support to extending the HDDP program and removing the provision added in 2018 with approval of Ordinance No. 2018-31 (see above).

Ordinance No. 2019-32 as proposed removes the sentence that was added by Ordinance No. 2018-31. With removal of that sentence, the existing three-tier incentive structure of the HDDP would be left in place as is. Tier 2 HDDP development projects must integrate 10% of units as affordable housing, and Tier 3 HDDP development projects require at least 50% of units to be designated as affordable housing.

The HDDP program was originally approved as a demonstration program with a sunset date. The HDDP program currently expires on December 31, 2019. Ordinance No. 2019-32 proposes to extend the program until December 31, 2021.

Ordinance No. 2019-32 will need to be reviewed by the Planning Commission prior to additional Council discussion, consideration, and decision.

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

BACKGROUND:

ATTACHMENTS:

[20191016 DRAFT ORD 2019-32 HDDP Program](#)

[Ordinance No. 2018-31 Limiting the Housing Design Demonstration Project Program to Affordable Housing Approved 082818](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2019-32

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Bainbridge Island Municipal Code (BIMC) Section 2.16.020.S., revising and extending the Housing Design Demonstration Project program.

WHEREAS, on August 12, 2009, the City Council adopted Ordinance No. 2009-06, establishing a pilot Housing Design Demonstration Project (HDDP) program to allow for the development of projects to increase the variety of housing choices available to residents of all economic segments and to encourage sustainable development through the use of development standard incentives; and

WHEREAS, Ordinance No. 2009-06 established a sunset date of August 26, 2012, for the HDDP program; and

WHEREAS, on July 18, 2012, the City Council approved Ordinance No. 2012-09, extending the HDDP program until December 31, 2013, to allow time for the City to further evaluate the program; and

WHEREAS, the City Council convened an Ad Hoc Committee made up of a Planning Commissioner, three City Councilmembers, a member of the Design Review Board, and a representative from the Housing Resources Board to evaluate and make recommendations on the HDDP program; and

WHEREAS, the Ad Hoc Committee recommended changes to the HDDP program, including extending the HDDP program until the end of 2016 to allow time for the construction of approved projects; and

WHEREAS, on December 11, 2013, the City Council adopted those recommendations with the approval of Ordinance No. 2013-25, extending the HDDP program to December 31, 2016; and

WHEREAS, on September 27, 2016, the City Council adopted Ordinance No. 2016-27, extending the HDDP program until December 31, 2019, to allow time to review the program and compare it to other affordable housing tools the City may choose to utilize, as envisioned by the draft 2016 Comprehensive Plan; and

WHEREAS, on February 28, 2017, the City Council adopted Ordinance No. 2017-01, approving the 2016 Comprehensive Plan; and

WHEREAS, the 2016 Comprehensive Plan includes several policies related to promotion of sustainable development and affordable housing; and

WHEREAS, the purpose of the existing HDDP program is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socioeconomic

spectrum, promote compact, low-impact development where it is most appropriate, and encourage high quality and innovation in building design, site development, and “green” building practices; and

WHEREAS, the Affordable Housing Task Force was created by the City Council on May 9, 2017, and was instructed to make recommendations for specific actions, programs, and strategies the City of Bainbridge Island and the City Council can take in the near-term to improve access to affordable housing across the economic spectrum; and

WHEREAS, Ordinance No. 2018-02 imposed a temporary six-month moratorium on the acceptance of certain development (development moratorium), stating the City Council’s concerns regarding likely adverse impacts related to growth and development under existing regulations; and

WHEREAS, Tier 3 HDDP projects require 50% of dwelling units be designated for affordable housing and these Tier 3 HDDP projects are exempt from the development moratorium; and

WHEREAS, in 2018 and early 2019, the Design Review Board and Planning Commission worked on revisions to Title 17 of the Bainbridge Island Municipal Code (BIMC) relating to subdivisions to improve consistency between subdivision development and the City’s Comprehensive Plan; and

WHEREAS, in 2017-2018, the Planning Commission expressed concern during project review and recommendation meetings related to HDDP land use applications that the existing HDDP program is difficult to implement and is not achieving its stated purpose and goals; and

WHEREAS, on June 21, 2018, the Planning Commission recommended that the City Council suspend the existing HDDP program until work on revisions to Title 17 BIMC are completed; and

WHEREAS, the City Council discussed the issue of suspending the HDDP program as recommended by the Planning Commission on July 24, 2018, and held a public hearing on and approved Ordinance No. 2018-31 on August 28, 2018; and

WHEREAS, Ordinance 2018-31 was a de facto suspension of the HDDP program except for projects that produced 100% of units as affordable housing, exceeding the underlying Tier 3 HDDP provisions that require at least 50% of units be designated as affordable housing; and

WHEREAS, on September 24, 2019, the City Council approved updated subdivision standards via Ordinance 2019-03; and

WHEREAS, with the approval of Ordinance 2019-03, the subdivision regulations were completed, and therefore the impetus for Ordinance 2018-31, limiting HDDP projects to those with 100% affordable housing, has been addressed; and

WHEREAS, the City's Affordable Housing Task Force issued a final report in July 2018 with many recommendations on how to increase housing affordability and diversity on Bainbridge Island, which include similar goals as the HDDP program described above; and

WHEREAS, the City is still working to accomplish many of the recommendations made by Task Force's final report and implement City green building standards, and both affordable housing and green building are required as part of the HDDP program; and

WHEREAS, the HDDP program is currently set to expire on December 31, 2019; and

WHEREAS, on October 1 and 22, 2019, a majority of the City Council indicated support for extending the HDDP program until December 31, 2021; and

WHEREAS, the Planning Commission discussed Ordinance 2019-32 on October 24, 2019 and held a public hearing on and made a recommendation on Ordinance No. 2019-32 on November 7, 2019; and

WHEREAS, notice was given on XXXXXX, 2019 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106;

WHEREAS, the City Council discussed Ordinance 2019-32 on XXX, 2019 and held a public hearing on and approved Ordinance No. 2019-32 on XXX, 2019.

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

Section 1. Section 2.16.020.S.2 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

2. Applicability. This subsection S is applicable to all properties located within the Winslow sanitary sewer system service area. An application for a housing design demonstration project may be applied to single-family residential subdivisions, mixed-use/multifamily and multifamily developments. ~~The city will only accept applications for housing design demonstration projects where 100 percent of the housing units created will constitute affordable housing, as defined by BIMC 18.36.030.16, for one or more of the income groups defined in BIMC 18.21.020.A.~~ Since the purpose is to provide housing projects as demonstrations, the city will accept projects for consideration and approval prior to the sunset date

of the ordinance codified in this chapter. The city will limit acceptance of Tier 3 and 4 projects outlined in this section to three projects in each tier.

Section 2. Section 2.16.020.S.10. of the Bainbridge Island Municipal Code is hereby amended to read as follows:

10. Demonstration Period. This subsection S and related provisions of BIMC Titles 2, 17, and 18 shall expire on December 31, ~~2021~~2019.

Section 3. This ordinance shall take effect on _____, 2019.

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: October 15, 2019
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-32

ORDINANCE NO. 2018-31

AN ORDINANCE of the City of Bainbridge Island, Washington, limiting the Housing Design Demonstration Project program to projects consisting entirely of affordable housing.

WHEREAS, on August 12, 2009, the City Council adopted Ordinance No. 2009-06, establishing a pilot Housing Design Demonstration Project (HDDP) program to allow for the development of projects to increase the variety of housing choices available to residents of all economic segments and to encourage sustainable development through the use of development standard incentives; and

WHEREAS, Ordinance No. 2009-06 established a sunset date of August 26, 2012, for the HDDP program; and

WHEREAS, on July 18, 2012, the City Council approved Ordinance No. 2012-09, extending the HDDP program until December 31, 2013, to allow time for the City to further evaluate the program; and

WHEREAS, the City Council convened an Ad Hoc Committee made up of a Planning Commissioner, three City Councilmembers, a member of the Design Review Board, and a representative from the Housing Resources Board to evaluate and make recommendations on the HDDP program; and

WHEREAS, the Ad Hoc Committee recommended changes to the HDDP program, including extending the HDDP program until the end of 2016 to allow time for the construction of approved projects; and

WHEREAS, on December 11, 2013, the City Council adopted those recommendations with the approval of Ordinance No. 2013-25, extending the HDDP program to December 31, 2016; and

WHEREAS, on September 27, 2016, the City Council adopted Ordinance No. 2016-27, extending the HDDP program until December 31, 2019, to allow time to review the program and compare it to other affordable housing tools the City may choose to utilize, as envisioned by the draft 2016 Comprehensive Plan; and

WHEREAS, on February 28, 2017, the City Council adopted Ordinance No. 2017-01, approving the 2016 Comprehensive Plan; and

WHEREAS, the 2016 Comprehensive Plan includes several policies related to promotion of sustainable development and affordable housing; and

WHEREAS, the purpose of the existing HDDP program is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socio-economic spectrum, promote compact, low-impact development where it is most appropriate, and encourage high quality and innovation in building design, site development, and “green” building practices; and

WHEREAS, the goals of the existing HDDP program are to increase the housing supply and the choice of housing styles available in the community, to promote socio-economic diversity by adding to the stock of income-qualified housing, to encourage development of smaller homes, at reasonable prices, in neighborhoods attractive to a mix of income and age levels, and to demonstrate that innovative design and building techniques (conserving water and energy, using sustainably sourced materials, limiting environmental impacts) are compatible with market considerations; and

WHEREAS, the Affordable Housing Task Force (AHTF) was created by the City Council on May 9, 2017, and was instructed to make recommendations for specific actions, programs, and strategies the City of Bainbridge Island and the City Council can take in the near-term to improve access to affordable housing across the economic spectrum; and

WHEREAS, the City Council has expressed significant concerns about development and growth in the City under current regulations in the context of the vision and goals of the City's Comprehensive Plan, and wishes to revise development regulations to best accommodate growth and development in both general and specific ways; and

WHEREAS, Ordinance No. 2018-02 imposed a temporary six-month moratorium on the acceptance of certain development (development moratorium), stating the City Council's concerns regarding likely adverse impacts related to growth and development under existing regulations; and

WHEREAS, Tier 3 HDDP projects require 50% of dwelling units be designated for affordable housing and these Tier 3 HDDP projects are exempt from the development moratorium; and

WHEREAS, the Planning Commission and Design Review Board are working on revisions to Title 17 of the Bainbridge Island Municipal Code (BIMC) relating to subdivisions to improve consistency between subdivision development and the City's Comprehensive Plan; and

WHEREAS, the Planning Commission expressed concern during project review and recommendation meetings related to HDDP land use applications that the existing

HDDP program is difficult to implement and is not achieving its stated purpose and goals; and

WHEREAS, on June 21, 2018, the Planning Commission recommended that the City Council suspend the existing HDDP program until work on revisions to Title 17 BIMC are completed; and

WHEREAS, the AHTF Final Report, as accepted by the City Council on July 24, 2018, contains several priority recommendations including amending the BIMC to facilitate an increase in the diversity of housing types and supply of affordable housing; and

WHEREAS, on August 28, 2018, the City Council discussed the issue of suspending the HDDP program, as recommended by the Planning Commission, and held a public hearing on Ordinance No. 2018-31; and

WHEREAS, on August 13, 2018, notice was given to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106.

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

Section 1. Section 2.16.020.Q.2 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

2. Applicability. This subsection Q is applicable to all properties located within the Winslow sanitary sewer system service area. An application for a housing design demonstration project may be applied to single-family residential subdivisions, mixed-use/multifamily and multifamily developments. The city will only accept applications for housing design demonstration projects where 100% of the housing units created will constitute affordable housing, as defined by BIMC 18.36.030.16, for one or more of the income groups defined in BIMC 18.21.020.A. Since the purpose is to provide housing projects as demonstrations, the city will accept projects for consideration and approval prior to the sunset date of the ordinance codified in this chapter. The city will limit acceptance of Tier 3 and 4 projects outlined in this section to three projects in each tier.

Section 2. This ordinance shall take effect and be in force five (5) days from its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL this 28th day of August, 2018.

APPROVED BY THE MAYOR this 28th day of August, 2018.



Kol Medina, Mayor

ATTEST/AUTHENTICATE:



Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	August 24, 2018
PASSED BY THE CITY COUNCIL:	August 28, 2018
PUBLISHED:	September 7, 2018
EFFECTIVE DATE:	September 12, 2018
ORDINANCE NUMBER:	2018-31



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 20 Minutes

AGENDA ITEM: (8:05 PM) Resolution No. 2019-26, Updating the City's Ethics Program - Executive,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to approve Resolution No. 2019-26

SUMMARY:

Continued discussion of proposed revisions to the City's Ethics Program. Consideration of Resolution No. 2019-26, adopting the revised Code of Conduct and Ethics Program.

FISCAL IMPACT:

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

BACKGROUND:

The City's current Ethics Program articulates Core Values and Ethics Principles (Article I) and a Code of Ethics (Article II) to guide the behavior and actions of Councilmembers and members of City Commissions and Committees.

On July 9, 2019, the Council agreed, in principle, to two general flowcharts outlining the preferred processing and evaluation of: (1) requests from members of the Council or of a City committee for advisory opinions on their own behavior; and (2) Article II complaints.

On July 23, 2019, the Council agreed, in principle, to a preferred process for the receipt and evaluation of Article I complaints.

On August 6, 2019, the Council began review of proposed revisions to the City's Ethics Program to implement the revised processes previously outlined by the City Council as well as to make other updates to the City's Ethics Program.

On August 13, 2019, the Council, during good of the order, indicated that Councilmembers should submit written proposals for additional changes to the City's Ethics Program for each Councilmember to review in advance of the August 20, 2019 Council Meeting. Mayor Medina and Councilmember Deets submitted proposed changes.

On August 20, 2019, the Council reviewed the changes proposed by Mayor Medina and by Councilmember Deets, approving several of the proposals. Also on August 20, 2019, the Council indicated that Councilmembers should submit written proposals for additional changes to the City's Ethics Program for each Councilmember to review in advance of the September 17, 2019 Council Meeting.

On September 17, 2019, the Council reviewed the changes proposed by Councilmember Blossom and Councilmember Peltier, approving several of the proposals. The Council also approved several suggested changes proposed by staff and, in addition, provided direction to staff to make further changes.

Attached is a further revised Code of Conduct and Ethics Program, in track changes, incorporating all changes approved by the City Council to date. The track changes indicate changes that were approved by the City Council on September 17, 2019. Changes that were approved prior to those meetings are not shown in track changes. In addition, attached is a memo outlining several potential discussion points for Council consideration on October 22, 2019.

In addition to the discussion points, the track changes propose several minor changes to the Code of Conduct and Ethics Program.

As proposed, Resolution No. 2019-26, if adopted, would delay the effective date of the revised Code of Conduct and Ethics Program until January 1, 2020. Staff proposes this delayed effective date to allow the Ethics Board and staff time to revise operating rules, forms, and training materials, as needed, to conform with the revised Code of Conduct and Ethics Program. Until the revised Code of Conduct and Ethics Program takes effect, the Ethics Board would not, without Council approval, consider any complaint, request for advisory opinion, or request for waiver.

ATTACHMENTS:

[Staff Memo - Potential Discussion Points for City Council Consideration](#)

[Resolution No. 2019-26, Updating the City's Ethics Program](#)

[Revised Code of Conduct and Ethics Program - Track Changes](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**Office of the City Attorney
Memorandum**

Date: October 18, 2019

To: City Council

From: Robbie Sepler, Deputy City Attorney

Re: Revisions to the City's Ethics Program;
Potential Discussion Points for the City Council

To facilitate Council consideration of the proposed revisions to the City's Ethics Program, the Council may wish to consider the following discussion points, which stem from the review of the draft revisions by staff and from Council discussion, and direction given, on September 17, 2019. These discussion points are included as comments to the redlined version of the proposed revisions included in the agenda packet.

Discussion Point #1: Delayed Effective Date

I. Question for Council

Should the revised Code of Conduct and Ethics Program have a delayed effective date of January 1, 2020?

II. Background

As proposed, Resolution No. 2019-26, if adopted, would delay the effective date of the revised Code of Conduct and Ethics Program until January 1, 2020. Staff proposes this delayed effective date to allow the Ethics Board and staff time to revise operating rules, forms, and training materials, as needed, to conform with the revised Code of Conduct and Ethics Program.

Discussion Point #2: Complaints Against Members of the Ethics Board

I. Question for Council

Should the process for review of complaints against a member of the Ethics Board be the same as the process for review of complaints against Councilmembers and members of other Committees and Commissions, provided that the member of the Ethics Board be required to recuse themselves from any discussion of the complaint by the Ethics Board?

II. Background

On September 17, 2019, Council directed staff to develop draft language to provide a process through which complaints against members of the Ethics Board shall be handled.

III. Proposed Process for Complaints Against Members of the Ethics Board

Staff proposes the adoption of a new Article II, Subsection (K)(2) to read as follows:

2. No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to that member's own conduct or actions. In such circumstances where the Ethics Board is reviewing a complaint or a request for an advisory opinion concerning the conduct or actions of a member of the Ethics Board, the member whose conduct or actions is being reviewed shall recuse themselves from the Ethics Board's review, shall not participate in or attempt to influence the Ethics Board's review, and shall not be seated at the dais, or functional equivalent, with the Ethics Board during the Ethics Board's review.

IV. Effect of Proposed Process for Complaints Against Members of the Ethics Board

If the proposed language is adopted, the process to review a complaint against a member of the Ethics Board would be the same as the process for review of complaints against Councilmembers or members of other City Committees and Commissions (i.e., the processes outlined in Article III), except that the member of the Ethics Board would be required to recuse themselves from the discussion and could not be seated with the Ethics Board during any review of the complaint by the Ethics Board.

Discussion Point #3: Definition of Direct Official Action

I. Question for Council

Should the revised definition of Direct Official Action be adopted?

II. Background

On September 17, 2019, the City Council requested that staff revise the definition of “Direct Official Action” to encompass recommendations and, more generally, actions related to City or Committee/Commission business. This memo briefly outlines proposed changes to the definition of “Direct Official Action” and provides context regarding what effect the proposed changes would have, if adopted.

III. Proposed Changes to Definition of “Direct Official Action”

The definition of Direct Official Action is proposed to be amended to read as follows:

“Direct official action” means any of the following:

1. For Councilmembers and members of City Committees and Commissions, negotiating, approving, disapproving, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.
2. For Councilmembers, taking any action (e.g., communications, discussions, deliberations) relating to City business.
3. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or members of City Committees and Commissions.
4. For members of City Committees and Commissions, taking any action (e.g., communications, discussions, deliberations) relating to their Committee or Commission’s business.

Direct official action does not include acts that are purely ministerial (i.e., acts which do not affect the disposition or decision with respect to the matter). A person who abstains or recuses themselves from a vote is not exercising direct official action.

IV. Effect of Proposed Changes to Definition of “Direct Official Action”

Councilmembers: If the proposed changes to the definition of “Direct Official Action” are adopted, then the test for determining whether or not an act by a Councilmember constituted “Direct Official Action” would be as follows:

- Step 1. Was the Councilmember taking action that was purely ministerial?
- If yes, then the act is not direct official action.
 - If no, then go to Step 2.
- Step 2. Did the Councilmember abstain or recuse themselves from a vote?
- If yes, then the act is not direct official action.
 - If no, then go to Step 3.
- Step 3. Was the Councilmember negotiating, approving, disapproving, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party?
- If yes, then the act is direct official action.
 - If no, then go to Step 4.
- Step 4. Was the Councilmember taking any action (e.g., communications, discussions, deliberations) relating to City business?
- If yes, then the act is direct official action.
 - If no, then go to Step 5.
- Step 5. Was the Councilmember appointing or terminating employees (i.e., the City Manager) or members of City Committees and Commissions?
- If yes, then the act is direct official action.
 - If no, then the act is not direct official action.

Members of City Committees and Commissions: If the proposed changes to the definition of “Direct Official Action” are adopted, then the test for determining whether or not an act by a member of a City Committee or Commission constituted “Direct Official Action” would be as follows:

- Step 1. Was the member taking action that was purely ministerial?
- If yes, then the act is not direct official action.
 - If no, then go to Step 2.
- Step 2. Did the member abstain or recuse themselves from a vote?
- If yes, then the act is not direct official action.
 - If no, then go to Step 3.
- Step 3. Was the member negotiating, approving, disapproving, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party?
- If yes, then the act is direct official action.
 - If no, then go to Step 4.

- Step 4. Was the member taking any action (e.g., communications, discussions, deliberations) relating to their Committee or Commission’s business?
- If yes, then the act is direct official action.
 - If no, then the act is not direct official action.

V. Why Does the Definition of “Direct Official Action” Matter?

Short Answer: Because it is the first step in determining whether a conflict of interest exists under Article II, Subsection (D)(1).

Long Answer: Article II, Subsection (D)(1) sets out the general conflict of interest rule for Councilmembers and members of City Committees and Commissions. In summary, the following test is required to determine whether a Councilmember’s actions constitute an impermissible conflict of interest under Article II, Subsection (D)(1):

- Step 1. Did the Councilmember, directly or indirectly, take **direct official action** on a matter on behalf of the City?
- If no, then there is not a conflict of interest under Article II, Subsection (D)(1).
 - If yes, then go to Step 2.
- Step 2. Does the Councilmember or a member of their immediate family have any substantial direct or indirect contractual employment related to the matter?
- If no, then go to Step 3.
 - If yes, then go to Step 5.
- Step 3. Does the Councilmember or a member of their immediate family have other financial or private interests in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission)?
- If no, then go to Step 4.
 - If yes, then go to Step 5.
- Step 4. Is the Councilmember or a member of their immediate family a party to a contract or the owner of an interest in real or personal property that would be significantly affected by the action?
- If no, then there is not a conflict of interest under Article II, Subsection (D)(1).
 - If yes, then go to Step 5

- Step 5. Do one of the exceptions contained in Article II, Subsection (D)(2) apply?
- If no, then there is a conflict of interest under Article II, Subsection (D)(1).
 - If yes, then there is not a conflict of interest under Article II, Subsection (D)(1).

For members of City Committees and Commissions, the test is the same except that Step 5 should read as follows:

- Step 5. Does one of the exceptions contained in Article II, Subsection (D)(3) apply?
- If no, then there is a conflict of interest under Article II, Subsection (D)(1).
 - If yes, then there is not a conflict of interest under Article II, Subsection (D)(1).

RESOLUTION NO. 2019-26

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

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

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

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

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

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

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

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

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

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

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

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. 2019-26

Exhibit A: Code of Conduct and Ethics Program

Exhibit A
Code of Conduct and Ethics Program

**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

Resolution No. 2019-26

Effective Date: January 1, 2020

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**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

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

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;
2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;
3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;
4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;
5. Provide a process to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and
6. Maintain an Ethics Board to assist with the administration of the program.

ARTICLE I - CODE OF CONDUCT

A. Preamble

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

B. Core Values

1. Service, Helpfulness, Innovation

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

2. Integrity

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

3. Equality, Fairness, Mutual Respect

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

4. Responsibility, Stewardship, Recognition

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

C. Ethics Principles

1. Obligations to the Public

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

2. Obligations to Others

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

- a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.
- b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

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

- a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.
- b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

ARTICLE II - CODE OF ETHICS

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

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

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

2. Exceptions to Gift Limitations

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

- a. Unsolicited items of trivial value. "Items of trivial value" means items or services with a value of fifty dollars (\$50.00) or less, such as promotional t-shirts, pens, calendars, books, or other similar items.
- b. Gifts from other City officers, officials, or employees, or their family members on appropriate occasions.
- c. Gifts appropriate to the occasion and reasonable and customary in light of a familial, social, or official relationship of the giver and recipient, such as weddings, funerals, illnesses, holidays, and ground-breaking ceremonies.
- d. Campaign contributions as permitted and reported in accordance with law.
- e. Awards that are publicly presented by a nonprofit organization in recognition for public service if the award is not extraordinary when viewed in light of the position held by the recipient.
- f. Gifts offered while visiting other cities, counties, states, or countries or hosting visitors from other cities, counties, states, or countries, when it would be a breach of protocol to refuse the gift, provided that any such gifts received shall become property of the City.

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

3. Immediate Family Gift Exception

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

B. Use of City Property by Councilmembers

1. Except for limited incidental personal use or emergency circumstances, no Councilmember shall request, permit, or use City vehicles, equipment, materials, or property for personal use, personal convenience, or profit.
2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

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

D. Conflict of Interest – General

1. Applications of Conflict of Interest

Except as permitted in Subsections (2) or (3) below, a Councilmember or member of a City Committee or Commission shall not directly, or indirectly through a subordinate or fellow officer, official, or employee, take any direct official action on a matter on behalf of the City if they, or a member of their immediate family:

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

- b. Has other financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or
- c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by the action.

2. Conflict of Interest Exceptions for Councilmembers

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

- a. Is required to take or participate in an action based upon the rule of necessity;
- b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;
- c. Acquires an interest in bonds or other evidences of indebtedness issued by the City if acquired and held on the same terms available to the general public;
- d. Officially participates in the development and adoption of the City's budget; or establishes the pay or benefit plan of City officers, officials, or employees;
- e. Makes decisions on any other legislative or regulatory action of general applicability, unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or
- f. Serves on the governing body of an organization or entity as part of their official duties as a Councilmember of the City.

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

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

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

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

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

4. Disclosure for Councilmembers

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

E. Conflict of Interest – After Leaving Elected City Office

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

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

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

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

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

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

2. Supervision of Family Members

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

3. Waivers

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

H. Conflict of Interest – Contractors

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

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

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

J. Conduct of Public Meetings

1. Meetings involving Councilmembers or City Committees and Commissions should be conducted in a manner that maximizes transparency of relationships among individuals or groups that could affect decision-making.
2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

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

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

2. No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to that member's own conduct or actions. In such circumstances where the Ethics Board is reviewing a complaint or a request for an advisory opinion concerning the conduct or actions of a member of the Ethics Board, the member whose conduct or actions is being reviewed shall recuse themselves from the Ethics Board's review, shall not participate in or attempt to influence the Ethics Board's review, and shall not be seated at the dais, or functional equivalent, with the Ethics Board during the Ethics Board's review.

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

A. Submission of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:
 - a. The Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission;
 - b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or
 - c. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.
2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.
3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.

B. Review of Article I Complaints

1. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission to the Ethics Board for a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).
 - a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

- b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.
- c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk. The City Clerk shall provide the threshold determination to the complainant and respondent and refer the complaint to a trained mediator for reconciliation as outlined below.
2. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(1)(c), the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.
3. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.
4. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled and the City Clerk shall instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections (B)(4)(a)–(g).
- a. The Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.
- b. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board’s review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.
- c. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

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

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

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

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

C. Review of Article II Complaints

1. The City Clerk shall refer to the Ethics Board complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission.

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

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

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

- a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);
 - b. Determine that the complaint lacks reasonable credibility;
 - c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics;
 - d. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II);
 - e. Hold the complaint for action at a future time if the matter is the subject of litigation; or
 - f. Determine that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted.
5. The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.
6. If the Ethics Board determines that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted, the Board shall, following legal review, forward its determination, along with the complaint and response to the complainant, respondent, and the City Clerk. The City Clerk will then forward the Board's determination and associated materials to the Hearing Examiner for review and further proceedings in accordance with Article IV.
7. The Ethics Board shall report apparent violations of law to the appropriate authorities.

D. Review of Complaints Concerning City Employees

- 1. The City Clerk shall refer complaints concerning City employees to the City Manager.
- 2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.
- 3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.

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

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

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

E. Requests for Advisory Opinions

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

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

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

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

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

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

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

F. Waivers

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

G. Effect of Advisory Opinion or Waiver

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

**ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS**

A. Hearing Examiner Review of Article II Complaints

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

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

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

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

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

1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.
2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:
 - a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.
 - b. Reprimand: A reprimand shall be a letter prepared by the City Council, signed by the Mayor, Deputy Mayor, or Mayor Pro Tem, and directed to the Councilmember or member of a City Committee or Commission who has violated the Code.
 - c. Censure: A censure shall be a written statement administered personally by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code violation. The Councilmember or member of a City Committee or Commission shall appear at a time and place directed by the City Council to receive the censure. The censure shall be given publicly and the official who has violated the Code shall not make any statement in support or opposition thereto or in mitigation. A censure shall be deemed administered at the time it is scheduled whether or not the Councilmember or member of a City Committee or Commission appears as required.
 - d. Other sanctions: Any sanction imposed under this Ethics Program is in addition to and not in lieu of any other penalty, sanction, or remedy which may be imposed or sought according to law or equity.
3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

ARTICLE V - ETHICS BOARD

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

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

2. Qualifications of Board Members

- a. Members of the Board shall represent a diverse set of backgrounds and interests.
- b. At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.
- c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

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

4. Terms of Appointment

- a. Board members shall be appointed to terms of three years; however, the first two members nominated by the Mayor and confirmed by the City Council shall initially serve one-year terms to achieve staggered ending dates.
- b. If a member is appointed to fill an unexpired term, that member's term shall end at the same time as the term of the person being replaced.
- c. Each member shall continue to serve until a successor has been appointed, unless the member is removed or resigns.

5. Removal of Board Members

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

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

6. Compensation

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

7. Rules

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

8. Consultation with City Attorney

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

9. Liaison to the Ethics Board.

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

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

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

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

C. Training Provided to the Ethics Board

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

D. Annual Report

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

ARTICLE VI - DEFINITIONS

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

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

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

“Direct official action” means any of the following:

1. For Councilmembers and members of City Committees and Commissions, negotiating, approving, disapproving, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.
2. For Councilmembers, taking any action (e.g., communications, discussions, deliberations) relating to City business.
3. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or members of City Committees and Commissions.
4. For members of City Committees and Commissions, taking any action (e.g., communications, discussions, deliberations) relating to their Committee or Commission’s business.

Direct official action does not include acts that are purely ministerial (i.e., acts which do not affect the disposition or decision with respect to the matter). A person who abstains or recuses themselves from a vote is not exercising direct official action.

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

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

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

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

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

~~Updated October 22, 2019~~
Resolution No. 2019-26

Effective Date: January 1, 2020

Commented [RS1]: 10/22 Discussion Point #1: Should the revised Code of Conduct and Ethics Program have a delayed effective date of January 1, 2020, to allow staff and the Ethics Board time to revise operating rules, forms, and training materials, as needed, to conform with the revised Code of Conduct and Ethics Program?

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**CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM**

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

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;
2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;
3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;
4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;
5. Provide a process to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and
6. Maintain an Ethics Board to assist with the administration of the program.

**ARTICLE I -
CODE OF CONDUCT**

A. Preamble

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

B. Core Values

1. Service, Helpfulness, Innovation

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

2. Integrity

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

3. Equality, Fairness, Mutual Respect

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

4. Responsibility, Stewardship, Recognition

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

C. Ethics Principles

1. Obligations to the Public

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

2. Obligations to Others

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

- a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.
- b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

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

- a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.
- b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

**ARTICLE II -
CODE OF ETHICS**

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

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

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

2. Exceptions to Gift Limitations

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

- a. Unsolicited items of trivial value. "Items of trivial value" means items or services with a value of fifty dollars (\$50.00) or less, such as promotional t-shirts, pens, calendars, books, or other similar items.
- b. Gifts from other City officers, officials, or employees, or their family members on appropriate occasions.
- c. Gifts appropriate to the occasion and reasonable and customary in light of a familial, social, or official relationship of the giver and recipient, such as weddings, funerals, illnesses, holidays, and ground-breaking ceremonies.
- d. Campaign contributions as permitted and reported in accordance with law.
- e. Awards that are publicly presented by a nonprofit organization in recognition for public service if the award is not extraordinary when viewed in light of the position held by the recipient.
- f. Gifts offered while visiting other cities, counties, states, or countries or hosting visitors from other cities, counties, states, or countries, when it would be a breach of protocol to refuse the gift, provided that any such gifts received shall become property of the City.

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

3. Immediate Family Gift Exception

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

B. Use of City Property by Councilmembers

1. Except for limited incidental personal use or emergency circumstances, no Councilmember shall request, permit, or use City vehicles, equipment, materials, or property for personal use, personal convenience, or profit.
2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

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

D. Conflict of Interest - General

1. Applications of Conflict of Interest

Except as permitted in Subsections (2) or (3) below, a Councilmember or member of a City Committee or Commission shall not directly, or indirectly through a subordinate or fellow officer, official, or employee, take any direct official action on a matter on behalf of the City if they, or a member of their immediate family:

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

- b. Has other financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or
- c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by the action.

Commented [RS2]: This language is related to 10-22 Discussion Point #3. The proposed new definition of Direct Official Action requires this language be included to avoid a potential conflict in situations where Councilmembers are appointing members of the Salary Commission, given the potential financial implications for each Councilmember.

2. Conflict of Interest Exceptions for Councilmembers

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

- a. Is required to take or participate in an action based upon the rule of necessity;
- b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;
- c. Acquires an interest in bonds or other evidences of indebtedness issued by the City if acquired and held on the same terms available to the general public;
- d. Officially participates in the development and adoption of the City's budget; or establishes the pay or benefit plan of City officers, officials, or employees; ~~or~~
- e. Makes decisions on any other legislative or regulatory action of general applicability, unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or;
- f. Serves on the governing body of an organization or entity as part of their official duties as a Councilmember of the City.

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

Subsection (1) above shall not apply to a members of a City Committees and or Commissions;

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

~~official action on a matter concerning or affecting that certain business or that certain owned or leased real property;~~

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

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

4. Disclosure for Councilmembers

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

E. Conflict of Interest - After Leaving Elected City Office

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

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

F. Conflict of Interest - Members of City Committees or Commissions

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

Commented [RS3]: Originally proposed to be in Section D above. However, as it uses a different standard ("direct or indirect advantage") than Subsection D, staff recommends that it be included in its own, new, Section F.

G.F. Conflict of Interest - Family Members of Councilmembers

1. Appointment of Family Members

Unless they obtain a waiver from the Ethics Board, no Councilmember shall appoint or hire a member of their immediate family for any type of employment with the City. This

includes, but is not limited to, full time employment, part time employment, permanent employment, temporary employment, and contract employment.

2. Supervision of Family Members

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

3. Waivers

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

~~HG.~~ Conflict of Interest - Contractors

Every major contractor submitting bids to the City shall ~~include a statement affirming that they have read the Code of Ethics and agree to abide by its guiding principles and rules. Further, the contractor must~~ affirm that neither the contractor nor any agent of the contractor has made any prohibited gift to a Councilmember who is involved in direct official action on the bid or has a relationship to such ~~an official Councilmember~~ that would create a conflict of interest for that ~~official Councilmember under this Code of Conduct and Ethics Program.~~

Commented [RS4]: There is no enforcement mechanism for this sentence as the Code of Ethics (Article II), beyond this specific section, does not address the behavior of contractors. Therefore, staff recommends removing this language. City contracts will be updated to include the required affirmation from prospective contractors.

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

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

~~IJ.~~ Conduct of Public Meetings

1. Meetings involving Councilmembers or City Committees and Commissions should be conducted in a manner that maximizes transparency of relationships among individuals or groups that could affect decision-making.
2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

~~KJ.~~ Conflict of Interest - Individuals Serving on the Ethics Board

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

2] No member of the Ethics Board shall participate in the review of complaints or requests for advisory opinions relating to that member's own conduct or actions. In such circumstances where the Ethics Board is reviewing a complaint or a request for an advisory opinion concerning the conduct or actions of a member of the Ethics Board, the member whose conduct or actions is being reviewed shall recuse themselves from the Ethics Board's review, shall not participate in or attempt to influence the Ethics Board's review, and shall not be seated at the dais, or functional equivalent, with the Ethics Board during the Ethics Board's review.

Commented [RS5]: 10-22 Discussion Point #2: Should the process for review of complaints against a member of the Ethics Board be the same as the process for review of complaints against Councilmembers and members of other Committees and Commissions, provided that the member of the Ethics Board be required to recuse themselves from any discussion of the complaint by the Ethics Board?

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

A. Submission of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:
 - a. The Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission;
 - b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or
 - c. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.
2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.
3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in ~~S~~ubsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.

B. Review of Article I Complaints

1. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission to the Ethics Board for a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).
 - a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

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

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

2. As soon as practicable following receipt of a threshold determination under Article III, ~~Subsection (B)(1)(c)~~, the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint. ~~However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled and the City Clerk shall instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, subsections (B)(4)(b)(i)-(v).~~

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

4. Reconciliation shall occur at the time and place scheduled. ~~However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled and the City Clerk shall instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections (B)(4)(a)-(g). Within 10 business days following reconciliation, either the complainant or the respondent may request that the complaint be referred to the Ethics Board for review and issuance of an advisory opinion on the matter. Such requests must be submitted to the City Clerk, who shall then forward the request to the Ethics Board and provide notice of the request to the other party.~~

~~a. If no request is received within 10 business days, no further action shall be taken on the complaint.~~

~~b. If a request is received within 10 business days, the following subsections apply:~~

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

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

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

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

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

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

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

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

C. Review of Article II Complaints

1. The City Clerk shall refer to the Ethics Board complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission.
2. Upon receipt of a complaint, the Chair of the Ethics Board shall provide the respondent with a reasonable period of time to submit a written response to the complaint supported by a declaration in compliance with RCW 9A.72.085.
3. The Ethics Board shall review any complaint forwarded to it by the City Clerk and a response submitted by the respondent. The Ethics Board shall not engage in other fact-finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.
4. After reviewing the complaint and the response, if one was submitted, the Ethics Board shall, following legal review, take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

- a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);
- b. Determine that the complaint lacks reasonable credibility;
- c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics;
- d. Determine that the facts stated in the complaint, even if true, would not constitute a material violation of the Code of Ethics because any possible violation was inadvertent or minor or has been adequately cured, such that further proceedings on the complaint would not serve the purposes of the Code of Ethics (Article II);
- e. Hold the complaint for action at a future time if the matter is the subject of litigation; or
- f. Determine that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted.

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

6. If the Ethics Board determines that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted, the Board shall, following legal review, forward its determination, along with the complaint and response to the complainant, respondent, and the City Clerk. The City Clerk will then forward the Board's determination and associated materials to the Hearing Examiner for review and further proceedings in accordance with Article IV.

7. The Ethics Board shall report apparent violations of law to the appropriate authorities.

D. Review of Complaints Concerning City Employees

1. The City Clerk shall refer complaints concerning City employees to the City Manager.
2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.
3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.
4. Upon making a determination that a violation of ethics rules has occurred, the City Manager or other appropriate City officer shall take action as guided by state law and relevant policies, procedures, and collective bargaining agreements.
5. In the event of a violation, the City Manager shall provide a response to the complainant outlining the substance of the violation and the action taken, subject to governing rules regarding confidentiality articulated in state law, City policy, and collective bargaining agreements.
6. Apparent violations of law shall be reported to the appropriate authorities, as applicable.

E. Requests for Advisory Opinions

1. To the extent outlined below, the following individuals or bodies may submit to the City Clerk a request for an advisory opinion from the Ethics Board:
 - a. A Councilmember or member of a City Committee or Commission may request an advisory opinion from the Ethics Board as to whether their own behavior has violated or might in the future violate the Code of Conduct (Article I) or the Code of Ethics (Article II).
 - b. The City Council may request an advisory opinion from the Ethics Board regarding City policies or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).
 - c. City Committees and Commissions may request an advisory opinion from the Ethics Board regarding operating rules or practices in relation to the Code of Conduct (Article I) or the Code of Ethics (Article II).

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

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

3. The grant of authority in this section is supplemental to, and does not change, the authority granted to the Ethics Board in sections B ~~and C~~ above.

F. Waivers

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

G. Effect of Advisory Opinion or Waiver

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

**ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS**

A. Hearing Examiner Review of Article II Complaints

1. The City Clerk shall provide written notification to the complainant and the respondent of the time, date, and place of the hearing before the Hearing Examiner at which the complaint concerning alleged violations of the Code of Ethics (Article II) will be reviewed.
2. Hearings conducted by the Hearing Examiner shall be informal and held in accordance with rules of procedure adopted by the Hearing Examiner, except to the extent that such rules conflict with the terms of this Ethics Program. The respondent may be represented by legal counsel. The City Attorney shall designate special counsel to present the Code of Ethics violations charges and case. The respondent and special counsel may present and cross examine witnesses and give evidence before the Hearing Examiner. The Hearing Examiner may also call witnesses and compel the production of books, records, papers, or other evidence needed. To that end, the Hearing Examiner may issue subpoenas and subpoenas duces tecum at the request of the respondent, special counsel, or their own initiative. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence.
3. The Hearing Examiner or designee shall prepare an official record of the hearing, including all testimony, which shall be recorded by electronic device, and exhibits; provided that the Hearing Examiner or designee shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.
4. Within 20 business days after the conclusion of the hearing, the Hearing Examiner shall, based upon a standard of proof of clear and convincing evidence, make findings of fact and conclusions of law. If the Hearing Examiner determines that the alleged Code of Ethics violation(s) have not been proven, the Hearing Examiner shall dismiss the complaint. If the Hearing Examiner determines that one or more Code of Ethics violation(s) are proven, the Hearing Examiner shall forward the matter to the City Council for a determination regarding the appropriate level of sanctions to be imposed for the Code of Ethics (Article II) violations. In either event, a copy of the findings and conclusions shall be forwarded to the City Clerk, for distribution to the City Council, and, by registered mail, to the person who made the complaint; and to the respondent at addresses as given by such persons to the Hearing Examiner.

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

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

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

- a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.
- b. Reprimand: A reprimand shall be a letter prepared by the City Council, signed by the Mayor, Deputy Mayor, or Mayor Pro Tem, and directed to the Councilmember or member of a City Committee or Commission who has violated the Code.
- c. Censure: A censure shall be a written statement administered personally by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code violation. The Councilmember or member of a City Committee or Commission shall appear at a time and place directed by the City Council to receive the censure. The censure shall be given publicly and the official who has violated the Code shall not make any statement in support or opposition thereto or in mitigation. A censure shall be deemed administered at the time it is scheduled whether or not the Councilmember or member of a City Committee or Commission appears as required.
- d. Other sanctions: Any sanction imposed under this Ethics Program is in addition to and not in lieu of any other penalty, sanction, or remedy which may be imposed or sought according to law or equity.

3. ~~The written findings, conclusions, and sanctions shall be approved by a majority vote of the Council in open public session, provided, that the respondent, if a Councilmember, shall not participate in said vote.~~ The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, shall be forwarded by registered mail to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

Commented [RS6]: The Council does not approve the HEX’s findings and conclusions. Council simply decides what sanctions, if any, will be imposed.

Commented [RS7]: The findings, conclusions, and sanctions would presumably be published following City Council approval. This proposed language would remove any ambiguity regarding publication.

**ARTICLE V -
ETHICS BOARD**

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

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

2. Qualifications of Board Members

- a. Members of the Board shall represent a diverse set of backgrounds and interests.
- b. At least one member of the Ethics Board shall be a former judicial officer or have expertise in ethics acquired through education or experience.
- c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

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

4. Terms of Appointment

- a. Board members shall be appointed to terms of three years; however, the first two members nominated by the Mayor and confirmed by the City Council shall initially serve one-year terms to achieve staggered ending dates.
- b. If a member is appointed to fill an unexpired term, that member's term shall end at the same time as the term of the person being replaced.
- c. Each member shall continue to serve until a successor has been appointed, unless the member is removed or resigns.

5. Removal of Board Members

- a. The absence of any member of the Board from three (3) ~~official~~ consecutive meetings, unless the Board has excused the absence for good and sufficient reasons as determined by the Board, shall constitute a resignation from the Board.
- b. The City Council may remove a member for inappropriate conduct before the expiration of the member's term. Before removing a member, the City Council shall specify the cause for removal and shall give the member the opportunity to make a personal explanation.

6. Compensation

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

7. Rules

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

8. Consultation with City Attorney

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

9. Liaison to the Ethics Board.

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

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

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

~~2. The Ethics Board shall disseminate any change in policy that results from a finding of the Board, after review by the City Attorney's Office.~~

~~3.~~ The Ethics Board shall develop and present a training course on the Code of Conduct and the Code of Ethics to be presented annually to all Councilmembers and members of City Committees and Commissions.

C. Training Provided to the Ethics Board

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

D. Annual Report

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

ARTICLE VI - DEFINITIONS

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

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

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

"Direct official action" means any of the following ~~actions~~:

1. ~~For Councilmembers and members of City Committees and Commissions, n~~Negotiating, approving, disapproving, ~~administering, enforcing,~~ or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.
2. ~~For Councilmembers, taking any action (e.g., communications, discussions, deliberations) relating to City business. Enforcing laws or regulations or issuing, enforcing, or regulating permits.~~
3. ~~For Councilmembers, appointing or terminating employees (i.e., the City Manager) or members of City Committees and Commissions. Selecting or recommending vendors, concessionaires, or other types of entities to do business with the City.~~
4. ~~For members of City Committees and Commissions, taking any action (e.g., communications, discussions, deliberations) relating to their Committee or Commission's business. Appointing or terminating employees or independent contractors.~~

Direct official action does not include acts that are purely ministerial (~~that is, i.e.,~~ acts which do not affect the disposition or decision with respect to the matter). ~~With regard to "recommending," as that word is used in this definition, direct official action occurs only if the person making the recommendation is in the formal line of decision-making.~~ A person who abstains ~~or recuses themselves~~ from a vote is not exercising direct official action.

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

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

Commented [RS8]: 10-22 Discussion Point #3: Should the revised definition of Direct Official Action be adopted?

Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

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

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

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

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

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

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

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

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

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (8:25 PM) Proposed Process to Negotiate Puget Sound Energy Franchise Agreement Renewal - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

Discussion.

SUMMARY:

To review the process City staff proposes to follow to negotiate a new franchise agreement with Puget Sound Energy. The current agreement was approved in April 2007 for a fifteen year term and will expire in April 2022. The City's workplan anticipates that work on this task will begin in early 2020 and continue into 2021 as needed.

FISCAL IMPACT:

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

BACKGROUND:

In April 2007, the City Council approved a fifteen year franchise agreement with Puget Sound Energy (PSE). That agreement will expire on April 23, 2022. The work to renew an electric utility franchise agreement is typically a multi-year effort that incorporates legal requirements, economic aspects, and community priorities. City workplans anticipate that tasks related to this negotiation will begin in Q1-2020 and continue throughout 2020 and into 2021 as needed.

Earlier in 2019, the City's Utility Advisory Committee (UAC) provided the City Council with a proposed approach 201 to take up "heightened review" of various utilities and suggested to begin by taking up the PSE franchise first. This proposal was presented to City Council at the June 18, 2019 study session. Following discussion, the City

Council then requested that staff provide a briefing to Council on the process staff expected to use to take up the PSE franchise renewal. This item is intended to respond to that request.

Please see the attached memo for an overview of the planned approach and proposed timing. City staff intends to engage outside expert counsel to assist with the renewal process, which is typical for municipalities of our size. At this time, the City has engaged legal counsel from Ogden Murphy Wallace, PLLC due to the depth of their technical experience with this type of renewal, and their specific current experience negotiating PSE franchise agreements in other cities in the region. A memo explaining this firm's recent experience with similar work and the qualifications of the proposed OMW lead, Elana Zana, is provided for review.

As described in the attached memo, the process will include an internal stakeholder team of City staff to lead and manage the technical and logistical aspects of the renewal process. An early task will be the creation of an external stakeholder team as well. Significant opportunities for public engagement are typical, and are anticipated as part of the work throughout the ongoing phases of this process.

ATTACHMENTS:

[OMW Memo Re PSE Franchise Renewal - For 10-22-19](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

MEMORANDUM

DATE: October 18, 2019
TO: City of Bainbridge Island
FROM: Elana R. Zana, Ogden Murphy Wallace, PLLC
RE: Public Process for PSE Franchise Negotiations

Thank you for the invitation to provide legal services to the City of Bainbridge Island. This memorandum outlines our firm's experience concerning negotiating franchise agreements with Puget Sound Energy (PSE) and our proposed workplan for the negotiation process.

I. Credentials

Ogden Murphy Wallace, P.L.L.C. (OMW) has been a member of the Pacific Northwest legal community since 1902. Since its inception, the firm has grown to include over 60 lawyers with offices in Seattle and Wenatchee. OMW has accumulated knowledge of municipal government legal issues, as developed through extensive experience working with municipalities throughout the State of Washington. OMW attorneys currently represent more than 20 Washington cities as general counsel and provide outside counsel legal services to over 30 Washington cities. In addition, OMW has actively provided project specific legal counsel to the City of Bainbridge Island for over 5 years.

Elana Zana, a Member of OMW's municipal practice, will lead the OMW team in providing legal services to the City with regard to the PSE franchise negotiations. Elana recently completed a PSE franchise agreement in a Snohomish County city, and is currently in the process of negotiating with PSE on behalf of six other cities. Over the last few decades, OMW attorneys have represented cities in multiple PSE franchise renewals, and have worked with client cities on non-PSE electrical and gas franchises. For over a decade, a primary focus of Elana's practice has been to provide franchise related legal guidance to municipalities. Elana represents over thirty municipalities on telecommunications related legal matters, and has negotiated franchises with Verizon, AT&T, Comcast, Wave, MCI Metro, Zayo, Centurylink, Frontier, and other telecommunications related entities.

II. Background

Though OMW will provide legal assistance negotiating this franchise, the involvement of City staff is crucial to successful negotiations. It is OMW's recommendation that a City staff member become the team lead in managing the negotiations. Having a committee of City department stakeholders is also essential in order to make sure that all affected departments have input regarding the negotiations.

Involving PSE in the process early on is beneficial in developing the next steps and ensuring that the parties work amicably to resolving any open issues related to services within the City. PSE's municipal liaison manager and government affairs staff will likely be very involved in the renewal process and will be essential in processing community feedback.

III. Proposed Timeline

The City's current franchise with PSE took effect on April 23, 2007, and will expire on April 23, 2022, unless extended. Below is a list of proposed next steps and a timeline for 2020 pertaining to the franchise renewal process. PSE may have substantial and helpful input regarding this proposed timeline and can also provide information as to what other cities have done when commencing the renewal process.

Q4 2019: The City contacts PSE to discuss the commencement of the renewal process and the City's emphasis on public participation and feedback. PSE's engaged involvement throughout this process is important so that they can address concerns raised by the City and residents.

Q1 2020: The City convenes its internal staff stakeholders committee and designates an internal lead to quarterback the negotiations. This internal committee is charged with: (i) developing a primary issues list; (ii) performing a franchise and service performance review; (iii) developing a list of external stakeholders; and (iv) commencing analysis of the current franchise. By the end of the quarter, the internal stakeholders should be able to map out their goals and objectives for the next franchise. Continued engagement with PSE is encouraged during this process.

Q2 2020: Commence community outreach. This outreach can take many forms, including surveys, website notices, and in-person community meetings. Additionally, the City Council and representatives of relevant City committees will be asked to participate in the process. These meetings should include the PSE municipal liaison manager and other PSE representatives (as they deem appropriate) who can answer questions from the public. This would be just the first step in connecting PSE with the City's residents so that an open dialogue is ongoing. The stakeholder committee should evaluate this feedback and determine how it affects the goals and objectives previously identified.

Q3 2020: Continue community outreach and involve PSE in evaluating the feedback previously provided. Jointly determine how to address this feedback within the relationship. Schedule a City Council study session with the PSE representatives so that the City Council is involved in the process and is informed of the feedback and progression of the franchise renewal process. In parallel, the City and PSE should commence drafting the franchise agreement itself.

Q4 2020: If there are issues identified by the public or the City stakeholder committee that can be resolved outside of the franchise, PSE and the City should work towards remedying such issues. At least monthly franchise negotiation meetings should occur at this point.

Further development of this project plan will occur following initial internal stakeholder meetings, City Council/committee feedback, and conversations with PSE.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:40 PM) First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

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

RECOMMENDED MOTION:

I move to forward the First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management for approval with the November 12, 2019 Consent Agenda.

SUMMARY:

The Kitsap County Department of Emergency Management (KCDEM) is requesting funding support from the City to provide emergency management support for training, exercises, and planning activities. An interlocal agreement is being presented to Council for such services.

FISCAL IMPACT:

Amount:	10,000
Ongoing Cost:	22,000
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

In 2018, the City Council withdrew from ILA KC-496-13 with the Kitsap County Department of Emergency Management (KCDEM). This decision established the City of Bainbridge Island as a separate emergency management organization, as recognized by Chapter 38.52 RCW. One of the first tasks assigned to the new Emergency Management Coordinator was to evaluate the decision to withdraw from ILA KC-496-13 and determine if the City would benefit from additional emergency management services provided by KCDEM.

In 2018 the City paid KCDEM \$35,760 for emergency management services. This amount included funding to support the County as the emergency management administrative organization for the City. With the withdrawal from ILA KC-496-13, the County is no longer the lead administrator for City emergency management. However, there are some services that the City can benefit from through a new contract with the County.

In May 2019, Elisabeth Klute, Director of KCDEM, submitted a formal funding request to the Emergency Management Coordinator in the amount of \$27,000 to provide planning, training, exercise, and administrative support. Upon careful consideration of this request, the Emergency Management Coordinator recommended to City Council that \$22,000 a year is an appropriate amount for the City to provide for support services.

On June 11, 2019, the recommendation to enter into a new ILA for certain services, at a level of funding of \$22,000 annually, was presented to the City Council. The staff memo from the briefing is attached. Following discussion, Council directed staff to proceed with developing an interlocal agreement with the Kitsap County Department of Emergency Management to provide the services as discussed. The proposed interlocal agreement is now being presented to City Council for consideration.

ATTACHMENTS:

[First Amendment to ILA for Kitsap County Department of Emergency Management](#)

[Memo re KCDEM Agreement May 2019.docx](#)

FISCAL DETAILS:

In 2019, the City expects to pay \$10,000 for a partial year of support services and \$22,000 in 2020 for a full year of support services. The 2019 amount was approved by Council to come from the Council contingency June 11, 2019. The \$22,000 is being considered by Council in the 2020 budget modifications that were discussed October 1, 2019 with Council and earlier this evening in the 2020 budget modifications public hearing.

Fund Name(s):

Coding:

KC 496-12A
FIRST AMENDMENT
INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

This First Amendment (“Amendment”) to the Interlocal Agreement for Emergency Management Services (“ILA”) is entered by and among Kitsap County (“County”) and the Cities of Bremerton, Port Orchard, Poulsbo, and Bainbridge Island.

WHEREAS, the parties previously executed an Interlocal Agreement for Emergency Management Services, KC 496-12.

WHEREAS, the City of Bainbridge Island has since established and is operating an independent local organization for emergency management in accordance with the state comprehensive emergency management plan and program pursuant to RCW 35.52.070, rather than continuing as a participating party of the joint local organization for emergency management (Kitsap County Department of Emergency Management).

WHEREAS, the City of Bainbridge Island is requesting that the Kitsap County Department of Emergency Management and Kitsap County Department of Emergency Management Council (“Council”) continue to function in a support capacity for the Bainbridge Island Emergency Management Program and accordingly is to remain a member of the Council as identified in this Amendment.

WHEREAS, the parties desire to amend the ILA to reflect the change in roles, responsibilities, and funding.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

1. Section 3 (Powers and Duties of the Department of Emergency Management) of the ILA is amended and replaced with the following:

Section 3. Powers and Duties of the Department of Emergency Management.

The Department of Emergency Management shall provide emergency management services and programs to the residents of, and on behalf of, the County and the City of Bremerton, the City of Poulsbo, and the City of Port Orchard. In addition, the Department of Emergency Management, pursuant to RCW 38.52.070, is designated as the local emergency management organization for the County and the City of Bremerton, the City of Poulsbo, and the City of Port Orchard and is vested with emergency management powers and authority to the maximum extent permitted by RCW 38.52. The Department of Emergency Management will function as programmatic support for the City of Bainbridge Island’s Emergency Management Program.

2. Section 6 (Composition of Council) paragraph (a) of the ILA is amended and replaced with the following:

Section 6. Composition of Council

- a. The Council shall be composed of the following five persons or their designee:
 1. One (1) county commissioner;
 2. The mayors of Bremerton, Port Orchard, Poulsbo, and Bainbridge Island.

3. Section 9 (Powers and Duties of Director) of the ILA is amended to exclude the City of Bainbridge Island from receipt of the services identified in paragraphs (c), (d), (f), and (g).

4. Section 9 (Powers and Duties of Director) paragraph (e) of the ILA is amended and replaced with the following:

Coordinate the local emergency management program(s) with state, federal, and other local programs, if applicable.

5. Section 11 (Funding) of the ILA is amended and replaced with the following:

Funding.

The budget for the Kitsap County Department of Emergency Management that is not funded after receipt of contributions (i.e., from the City of Bainbridge Island), grants, or gifts shall be funded by assessments made in accordance with this section. The assessment amount for each city participating in the joint local organization for emergency management (i.e., the City of Bremerton, the City of Port Orchard, and the City of Poulsbo) shall be based upon a per capita charge. In calculating the per capita charge, the population of each city participating in the joint local organization for emergency management (numerator) is divided by the total population of the County (denominator) and that percentage is then multiplied by the total amount required for the following year's budget that does not include grant funding. The assessment amount for the County shall be that amount which is obtained when the population of the unincorporated portion of the County is divided by the total population of the County and that percentage is then multiplied by the budget amount that does not include grant funding. Population figures utilized shall be the latest figures available from the Bureau of Census as updated periodically by the Washington State Office of Financial Management (OFM). Assessments shall be paid on an annual basis and will include an additional annually agreed amount to be deposited in the department of emergency management contingency fund which will be paid pro rata by the County, the City of Bremerton, the City of Port Orchard, and the City of Poulsbo consistent with the calculations in this paragraph. The population of the City of Bainbridge Island will not be included in the calculations in this paragraph.

The City of Bainbridge Island will provide a contribution of \$10,000 to the Kitsap County Department of Emergency Management for 2019, and \$22,000 annually thereafter to be distributed as deemed appropriate by the Department of Emergency Management.

6. Section 12 (Fund Established) of the ILA is amended and replaced with the following

Funds Established. Moneys received and collected on behalf of the Department of Emergency Management shall be deposited in the Kitsap County Department of Emergency Management Fund and a Kitsap County Department of Emergency Management Contingency Fund as provided in Section 11. Both funds will be maintained by the County Treasurer.

The Kitsap County Emergency Management Fund is intended to supplement the Department of Emergency Management costs in the event of the issuance of a Kitsap County Emergency Management declaration or proclamation.

7. Section 21 (Term) of the ILA is amended and replaced with the following:

Term. This ILA will remain in effect for twelve (12) months from the effective date of this Amendment and may be extended or returned for consecutive annual terms.

8. Section 22 (Withdrawal) of the ILA is amended and replaced with the following:

Withdrawal. Any party to this Interlocal Agreement for Emergency Management Services may withdraw by giving written notice of such to each of the other participants no later than one hundred and twenty (120) days prior to the end of a calendar year; provided, no participant may withdraw unless it is current in its monetary assessment. In the event such notice is given, the withdrawal shall be effective December 31st of the year such notice was given. Upon receipt of a notice of withdrawal, the remaining participants shall meet as soon as possible thereafter to determine whether there needs to be adjustments or amendments to the Interlocal Agreement for Emergency Management Services and/or County ordinances necessitated by such withdrawal.

9. Effective Date. This Amendment shall be effective as provided in Section 23 of the ILA.

10. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the ILA, and any subsequent amendments, addenda or modifications thereto, remain unchanged in full force and effect as to all parties.

11. Counterparts. This Amendment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart deemed an original. In the event that fewer than all named parties execute this Amendment, the Amendment, when filed as provided herein, shall be effective as between the Parties that have executed the Amendment to the same extent as if no other parties had been named.

12. Severability. The provisions of this Amendment are severable. Any term or condition of this Amendment or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Amendment and the Parties' rights and obligations will be construed and enforced as if the Amendment did not contain the particular provision.

APPROVED AND EXECUTED this ____ day of _____, 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

DANA DANIELS, Clerk of the Board

APPROVED AND EXECUTED this ____ day of _____, 2019

CITY OF PORT ORCHARD

APPROVED:

ROBERT PUTAANSUU, Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

APPROVED AND EXECUTED this ____ day of _____, 2019

CITY OF POULBSO

APPROVED:

BECKY ERICKSON, Mayor

APPROVED AS TO FORM:

ATTEST:

_____, City Attorney

_____, City Clerk

APPROVED AND EXECUTED this ____ day of _____, 2019

CITY OF BAINBRIDGE ISLAND

APPROVED:

MORGAN SMITH, City Manager

APPROVED AS TO FORM:

Joe Levan, City Attorney

ATTEST:

Christine Brown, City Clerk



CITY OF
BAINBRIDGE ISLAND

Executive Department Memorandum

Date: May 13, 2019
To: Morgan Smith, City Manager
From: Anne LeSage, Emergency Management Coordinator
Subject: Emergency Management Agreement with Kitsap County Department of
Emergency Management

BACKGROUND

In 2018, the City Council withdrew from ILA KC-496-13 with the Kitsap County Department of Emergency Management (KCDEM). This decision established the City of Bainbridge Island as a separate emergency management organization, as recognized by RCW 38.52.

One of my first tasks as the new Emergency Management Coordinator for the City, was to evaluate the decision to withdraw from ILA KC-496-13 and determine if the City would benefit from additional emergency management services provided by KCDEM.

STAFF RECOMMENDATION

I have assessed our relationship with KCDEM and have concluded the following:

- Withdrawal from the agreement with KCDEM (ILA KC-496-13) was the right decision. With the hiring of a full time Emergency Management Coordinator and establishment of a dedicated budget for emergency management activities, the City is well-positioned to implement a comprehensive emergency management program. The decision to establish the City as its own emergency management organization also supports the City Council 2016 proclamation that the City of Bainbridge Island will be a recognized leader in preparedness in Washington State
- At the same time, the City should continue a limited relationship with KCDEM. I believe that there are three key areas of support that KCDEM can provide to supplement our growth. These are:
 - a. Planning Support
 - b. Training Support
 - c. Table Top/Functional Exercise Support

In April 2019, I communicated this information with Elisabeth Klute, Director of the Kitsap County Department of Emergency Management. Elisabeth, in turn, responded with a formal funding request of \$27,000 to provide the following services:

- 25% (\$6,750) Planning support – review of City CEMP & coordination with KCDEM CEMP updates, support for Mitigation Plan and participation in other County planning efforts that can benefit the City (Debris Management, Recovery, etc.)
- 30% (\$8,100) Training support – Participation in County training opportunities (ICS 300/400, MGT, G/L/E courses, etc.)
- 35% (\$9,450) Exercise support – County support/coordination in Regional/Statewide Exercises, such as Cascadia Rising 2022
- 10% (\$2,700) Technical Program Support and Administration

While it is difficult to fully assign value to these services; I feel comfortable supporting this request at an amount of \$10,000 for the remainder of 2019 and \$22,000 for 2020. Part of what we are paying for is supporting the relationship itself with KCDEM. If we choose to not enter into an agreement with KCDEM, our ability to integrate our plans, training, and exercises with the County will be limited. Specifically, our ability to participate in County training opportunities will be limited to available space only, versus having spots reserved for City attendees. We will not have exercise design support and a coordinated response effort with the County for Regional and Statewide exercises, such as Cascadia Rising 2022. And more importantly, we will not be included in the County planning process. This means that the City will be responsible for developing separate hazard mitigation, recovery, and debris management plans. Each of these plans, represent a significant undertaking that would be difficult to complete with our current staffing level.

One additional important consideration in deciding whether to contract with KCDEM for emergency management services is staffing. I do not believe KCDEM currently has the staffing capacity to provide these support services. However, they intend to hire an additional full time Emergency Management Planner and this position is currently posted for recruitment. I believe that entering into an agreement with County needs to be contingent upon KCDEM filling this position.

ATTACHMENTS:

Chapter 38.52.070 RCW

Emergency Management Policy Conflict, Dated April 5, 2018

KCDEM Funding Request Letter from Elisabeth Klute, Dated May 7, 2019



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:50 PM) Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward acceptance of the cargo trailer donation for approval with the November 12, 2019 Consent Agenda.

SUMMARY:

The Virginia Mason Medical Center has offered to donate to the City an 18-foot cargo trailer to provide storage for disaster-related supplies. City staff recommends that Council accept the donation of the cargo trailer for emergency management purposes.

FISCAL IMPACT:

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

BACKGROUND:

In early 2019, City Staff, in coordination with the newly established Bainbridge Island Medical Reserve Corps (MRC), began conversations with Virginia Mason regarding the use of their Bainbridge Island Medical Center as a Disaster Medical Clinic during times of disaster. While the City is still working on a formal Memorandum of Understanding for use of the facility, Virginia Mason has offered to donate to the City an 18-foot trailer that can be used to store emergency supplies. The plan will be to store the trailer at the City's Vincent Road property. See attached Donation Agreement and Staff Memo to the Public Works Director.

ATTACHMENTS:

[Staff Memo - Virginia Mason Trailer Donation](#)

[Donation Agreement for Virginia Mason Trailer](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

EXECUTIVE DEPARTMENT MEMORANDUM

DATE: October 1, 2019

TO: Chris Wierzbicki, Public Works Director

FROM: Anne LeSage, Emergency Management Coordinator

SUBJECT: Trailer Donation from Virginia Mason to the City of Bainbridge Island Emergency Management Program

BACKGROUND

In early 2019, the City of Bainbridge Island, in coordination with the newly established Bainbridge Island Medical Reserve Corps (MRC) began conversations with Virginia Mason regarding the use of their Bainbridge Island Medical Center as a Disaster Medical Clinic during times of disaster. While the City is still working on a formal Memorandum of Understanding for use of the facility, Virginia Mason has offered to donate to the City an 18-foot trailer that can be used to store emergency supplies.

STAFF RECOMMENDATIONS

On September 10th, I personally visited Virginia Mason to take a look at the trailer. The trailer has been stored under cover at Virginia Mason Hospital in downtown Seattle and is in good condition. The trailer is clean inside and has built-in shelving. The approximate value of the trailer is \$1,000. Virginia Mason is ready to sign the title over to the City and the trailer can be moved to the Vincent Road site on Bainbridge, per the determination of Operations and Maintenance Manager, Charles Krumheuer. The trailer will be used to store emergency first aid and medical supplies, cots, blankets, comfort kits, and other disaster response items. There is limited capacity to store emergency supplies elsewhere, and this trailer will be an asset to the program. I recommend that this receipt of donation request be submitted for City Council approval as soon as possible.

PHOTOS



**Donation Agreement Between
City of Bainbridge Island and
Virginia Mason Medical Center**

THIS DONATION AGREEMENT (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and the Virginia Mason Medical Center, A Washington State nonprofit corporation, (“Donor”).

WHEREAS, the Donor and the City recognize the importance of providing storage for disaster-related supplies; and

WHEREAS, the Donor has offered to donate to the City an 18-foot cargo trailer to provide storage for disaster-related supplies; and

WHEREAS, the City has a need for the 18-foot cargo trailer and desires to accept the donation of the 18-foot cargo trailer.

NOW, THEREFORE, the City and the Donor agree as follows:

Section 1. **Donation:** The donation, known as *18-foot cargo trailer*, as described below, is donated in its entirety by the Donor to the City to be hereafter owned by the City and managed by the City’s Department of Public Works and the City’s Emergency Management Coordinator.

Section 2. **Description:** The donation is an 18-foot cargo trailer (VIN 5NHUTBT295T403611).

Section 3. **Maintenance:** Upon execution of this Agreement, the City shall be responsible for all maintenance, repair, or replacement of the 18-foot cargo trailer. However, the decision to undertake any or all maintenance, repair, or replacement of the 18-foot cargo trailer will be at the City’s sole discretion.

Section 4. **Disposal:** If the 18-foot cargo trailer is at any point damaged beyond repair or otherwise no longer needed for City operations, the City may, in its sole discretion, surplus and dispose of the 18-foot cargo trailer in any commercially reasonable manner.

Section 5. **Authorization:** The parties to this Agreement have caused this Agreement to be executed by their duly authorized officials.

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

VIRGINIA MASON MEDICAL CENTER

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:00 PM) Resolution No. 2019-28, Setting a Public Hearing Date for a Proposed Street Vacation on a Portion of Point Monroe Drive - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to approve Resolution No. 2019-28 setting a public hearing date of November 26, 2019 for a proposed street vacation of a portion of Point Monroe Drive.

SUMMARY:

On October 2, 2019, the City received a petition to vacate a portion of Point Monroe Drive from property owners Robbins and Newlon. Resolution No. 2019-28 sets a public hearing date of November 26, 2019 related to the proposed street vacation.

FISCAL IMPACT:

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

BACKGROUND:

Segments of the existing physical roadway known as Point Monroe Drive are located outside of the platted right-of-way. As a result, physical structures are located within the platted right-of-way.

A petition to vacate and rededicate a portion of Point Monroe Drive was received by the City on Wednesday, October 2, 2019. As required by state law, the Public Works Department processed the petition and certifies it to be sufficient. Pursuant to BIMC 12.34.060, the City Council, within 30 days of receipt of the petition, shall by 223

resolution fix the time and place for a public hearing which time shall not be more than 60 days nor less than 20 days of the adoption of the resolution.

Public notices will be mailed and/or posted at least twenty (20) days prior to the public hearing date. Public Works will prepare a staff report for the public hearing and include any comments received to date from outside agencies, utilities, and City departments.

ATTACHMENTS:

[Resolution No. 2019-28 to Set Pt. Monroe Rd Vacation Public Hearing Date](#)

[Point Monroe Road Vacation Backup Documentation .pdf](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2019-28

A RESOLUTION of the City of Bainbridge Island, Washington, fixing a date for a public hearing to consider vacating a portion of Point Monroe Drive.

WHEREAS, the City has received a petition to vacate and rededicate a portion of Point Monroe Drive from Ernest and Gayle Robbins, owners of Property Tax Lot Nos. 4155-000-046-0100 and 4155-000-112-0000, and from Thomas and Linda Newlon, owners of Property Tax Lot Nos. 4155-000-045-0101 and 4155-000-113-0009, adjacent to the subject portion of Point Monroe Drive, pursuant to Chapter 12.34 of the Bainbridge Island Municipal Code (“BIMC”); and

WHEREAS, in accordance with BIMC 12.34.060, the Director of Public Works has found that the petition has been signed by more than two-thirds of the owners of the parcels abutting the portion of the street proposed to be vacated and brings the petition to the City Council to set a date for a public hearing on the proposed vacation.

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

Section 1. The petition meets the sufficiency requirements of RCW 35A.01.040.

Section 2. Pursuant to BIMC 12.34.060, the date and time of November 26, 2019, at 6:00 PM, or as soon thereafter as the matter may be heard, is hereby established as the date on which the Bainbridge Island City Council will hold a public hearing to consider the proposed vacation and rededication of a portion of Point Monroe Drive, depicted on the attached drawing (Exhibit A). The hearing will be held as part of the regular City Council meeting at Bainbridge Island City Hall, in the Council Chambers, located at 280 Madison Avenue North, Bainbridge Island, Washington.

Section 3. Pursuant to RCW 35.79.020 and BIMC 12.34.080, the City Clerk, or the Director of Public Works acting under the direction and supervision of the City Clerk, is hereby directed to give at least 20 days’ notice of the date, time, location, and purpose of the public hearing by: (a) publishing written notice once in the City’s official newspaper; (b) posting a placard in a conspicuous place at each end of the street sought to be vacated; (c) mailing written notice to all petitioners at the addresses on the petition and all owners of property abutting the street proposed to be vacated, as shown on the records of the Kitsap County Assessor; and (d) posting written notice in three prominent public places throughout the City.

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

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

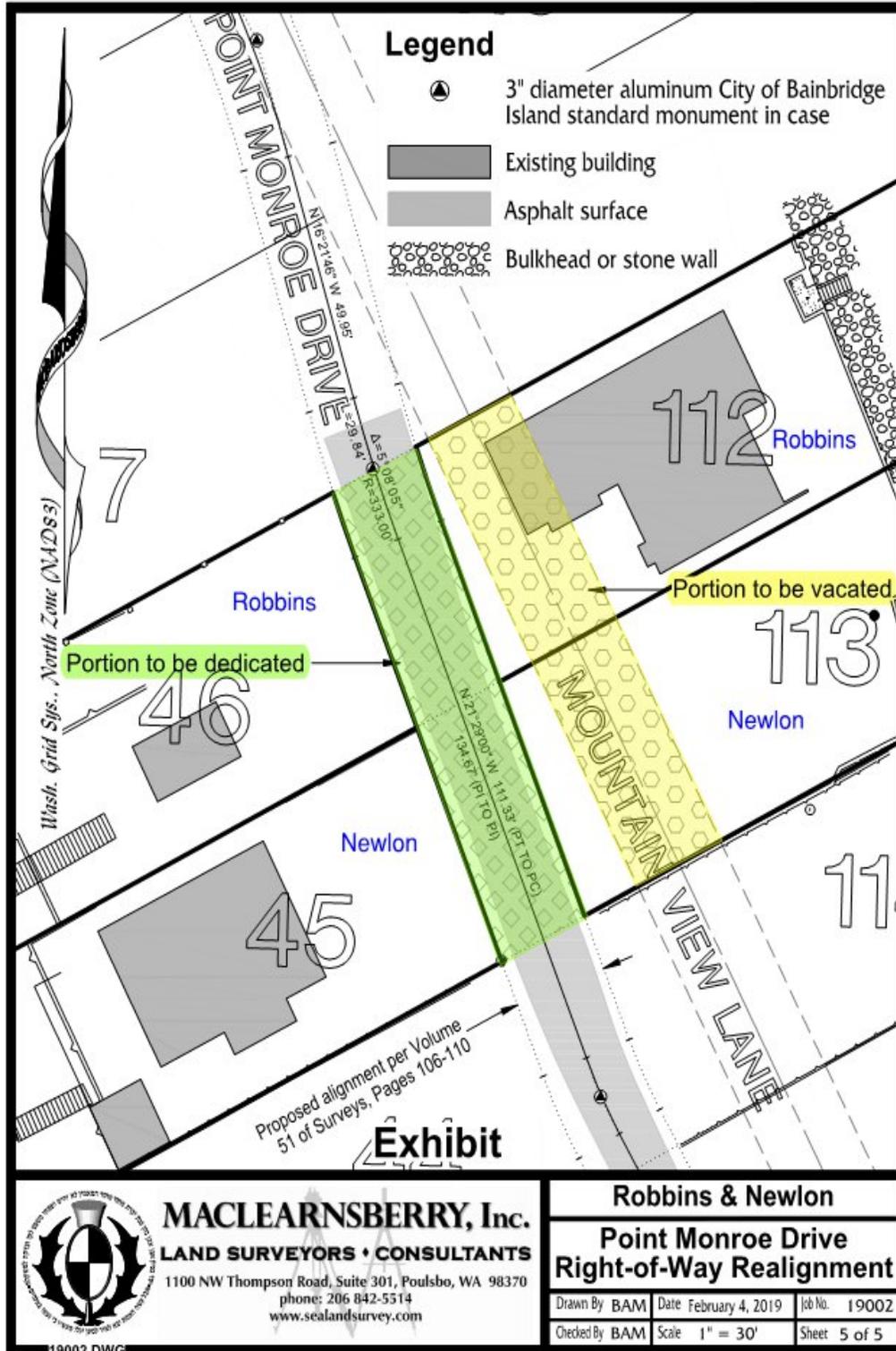
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: October 14, 2019
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-28

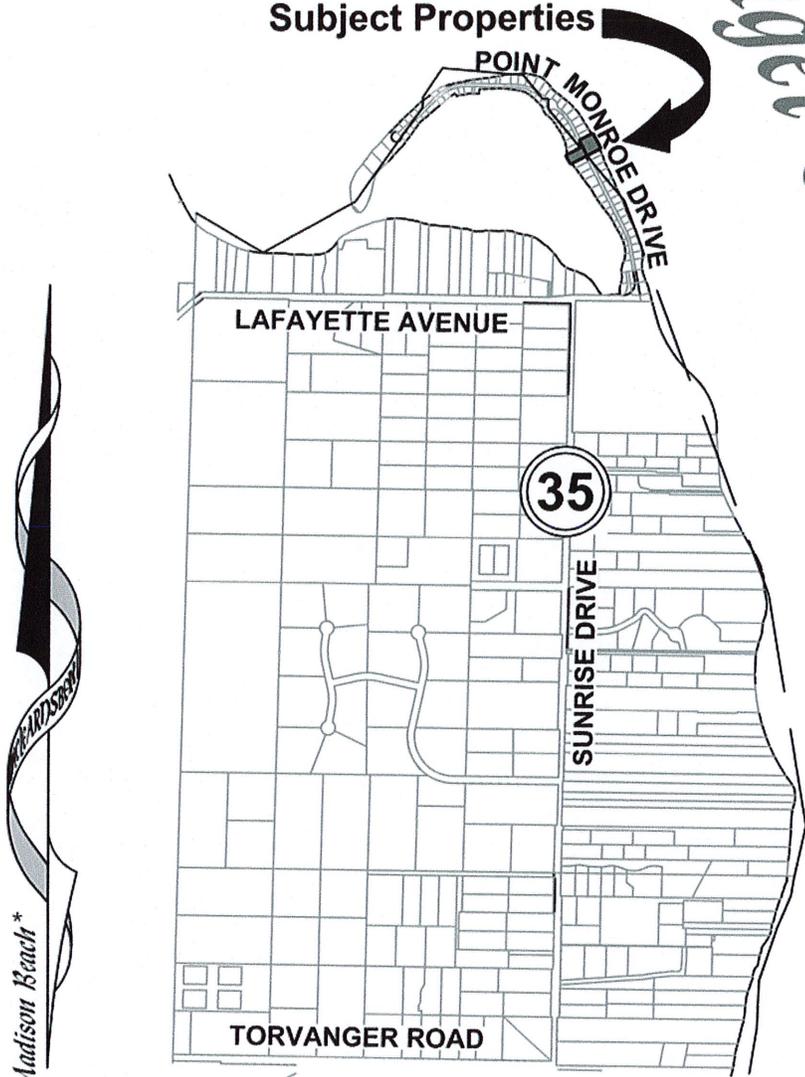
EXHIBIT A



Port Madison

Subject Properties

Puget Sound



Plat of Madison Beach*

Vicinity Map



CITY OF
BAINBRIDGE ISLAND

Certification of Sufficiency
Vacation of Point Monroe, portion of

Tax Lot #	Ownership of Record	Front Footage	Petition Signed ?	% Signing
4155-000-046-0100	Robbins, Ernest & Gayle	50	Yes	25.00%
4155-000-112-0000	Robbins, Ernest & Gayle	50	Yes	25.00%
4155-000-045-0101	Newlon, Thomas A & Linda S	50	Yes	25.00%
4155-000-113-0009	Newlon, Thomas A & Linda S	50	Yes	25.00%
Totals:		200.00		100.00%

Pursuant to RCW 35A.01.040, total required for sufficiency is signed by more than two-thirds of the property owners abutting the street or alley to be vacated.

I certify to the best of my knowledge that this petition is sufficient.

Chris Wierzbicki, Public Works Director

10/7/19
Date



City of Bainbridge Island
Application for Rights-of-Way Vacation

To: City Clerk, City of Bainbridge Island

APPLICANT: Tom & Linda Newlon, Paul & Gayle Robbins

ADDRESS: 15667 & 15668 Point Monroe Drive

Bainbridge Island, WA 98110

Phone: 842-6573 & 842-8116

Fax: _____

thomas.newlon@stoel.com

Fax: _____ Cell Phone: _____

E-Mail: sandspitfish@bainbridge.net

- Application Fee; Receipt # _____
- Petition to vacate right-of-way
- Legal description of area to be vacated
- Vicinity Map
- Plat map showing front footage abutting proposed vacation

- Utility company response letters
- Exhibit showing area to be vacated
- Survey
- Flagging prior to public hearing
- MAI Certified Appraisal & Compensation prior to final ordinance reading

PARCEL LOCATION: (Give brief description of geographic location) The subject properties

straddle Point Monroe Drive about 990 feet northerly of the north boundary of

Fay Bainbridge State Park.

Fronting Street: Point Monroe Drive

Adjacent or Nearest Street Intersection: Point Monroe & Sunrise Drive

Comprehensive Plan Map Designations: UR-6

Current Zoning: UR-6

Explain basis for request to vacate the City rights-of-way: Point Monroe Drive as
as constructed does not correspond with the public right-of-way as platted. The
platted right-of-way passes through several houses, including the Robbins.

List any easement and/or existing utilities either public or private that abut or cross the proposed vacation: There are no easements associated with the area proposed to be
vacated. Only residential service lines cross the platted right-of-way. The
primary service lines all run along the physical road.

EXPLANATIONS RELATING TO BIMC 12.34.110:

Explain whether a change of use or vacation of the street or alley will better serve the public: _____
The road and public utilities are largely not covered by a right-of-way, easements
of record or perfected prescriptive easements. This vacation, along with the
associated right-of-way dedication, will make the legal access match the
existing road and utilities and clear the encumbered title of fronting landowners.

Explain whether the street or alley is no longer required for public use or public access: _____
The road was never built to match the right-of-way. Subsequently, residences
and other private improvements were erected thereon, rendering public use of
the originally designated right-of-way impossible.

Explain whether the substitution of a new and different public way would be more useful to the Public: A substitution matching the road and utilities as constructed is proposed
as identified in documents included in this submittal.

Describe whether conditions may so change in the future as to provide a greater use or need than presently exists: The longstanding and ongoing trend on Point Monroe has been
to replace small vacation cabins with significantly larger residences. Changes
to the physical alignment of the road are neither advantageous or possible.

Discuss whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public: We are aware of no objections to this proposal.

PROPERTY OWNERS: List names, mailing addresses of all owners of the abutting property(s) that will receive vacated area property:

Tom & Linda Newlon, 15667 Point Monroe Drive NE, Bainbridge Island, WA
Paul & Gayle Robbins, 15668 Point Monroe Drive NE, Bainbridge Island, WA

(Attach additional sheets if necessary)

CONTACT PERSON: (to receive all correspondence, advisory reports, hearing notice, etc. via mail and to be primary phone and correspondence contact):

Name: Bruce MacLearnsberry

Mailing Address: 1100 NW Thompson Road, Suite 301

City: Poulsbo State: WA Zip: 98370

Phone: 842-5514 Fax: _____

Fax: _____ Cell Phone: _____ Email: bruce@sealandsurvey.com

I hereby state that I am the Applicant, or an Agent for the Applicant, listed above and that the foregoing statements and answers herein made, and all information and evidence herein made, and all information and evidence herewith submitted are in all respects and to the best of my knowledge and belief, true and complete. I understand that the filing fee accompanying this application is non-refundable and is only for the purpose of partially defraying the normal administrative expenses of processing the application, and that the payment of said fee does not result in automatic approval of the vacation requested in this application.

Thomas C. Newlon Paul Robbins 6/26/19
Signature of Applicant Date

Thomas Newlon & Paul Robbins
Printed Name of Applicant



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:10 PM) Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward the Interlocal Agreement with the Houston-Galveston Area Council for Cooperative Purchasing for approval with the November 12, 2019 Consent Agenda.

SUMMARY:

Public Works staff desires to enter into an Interlocal Agreement with the Houston-Galveston Area Council for cooperative purchasing items such as vehicles and equipment.

FISCAL IMPACT:

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

BACKGROUND: In researching equipment needs for the 2019 Equipment budget, Public Works staff was unsuccessful in finding the specific equipment needs through the Washington State Contracts; therefore, staff looked at other options such as the Houston-Galveston Area Council (HGAC) cooperative purchasing program. City staff learned about the HGAC from communications with other neighboring agencies. Other jurisdictions using the HGAC include Bainbridge Island Fire Department, Bainbridge Island Metropolitan Parks & Recreation District, City of Poulsbo, City of Port Orchard, City of Gig Harbor, Kitsap County, etc.

RCW 39.34.030 allows the City to join with other government agencies for the purchase of supplies and equipment. The HGAC Cooperative Purchasing Program assists local governments in reducing costs through

government-to-government procurement services. All contracts of HGAC have been awarded via a public competitive procurement process for goods and services resulting in competitively priced contracts.

The City desires to enter into an Interlocal Agreement with Houston-Galveston Area Council for procurement of items such as vehicles and equipment. The period of this contract ends 12/31/19 and is automatically renewed annually for each succeeding fiscal year unless terminated by either party

ATTACHMENTS:

[HGAC ILA Agreement](#)

FISCAL DETAILS: N/A

Fund Name(s): General Fund

Coding:

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Bainbridge Island**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at **280 Madison Avenue N Bainbridge Island, WA 98110**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **11/12/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2019** and ends **12/31/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Bainbridge Island

Name of End User (local government, agency, or non-profit corporation)

280 Madison Avenue N

Mailing Address

Bainbridge Island, WA 98110

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Morgan Smith, City Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **City of Bainbridge Island** County Name: **Kitsap County**

Mailing Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Main Telephone Number: **(206) 780-8591** FAX Number:

Physical Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Web Site Address: <http://www.ci.bainbridge-isl.wa.us/>

Official Contact: Aaron Claiborne
Mailing Address: **280 Madison Avenue N**
Bainbridge Island, WA 98110

Title: **Operations Project Manager**
Ph No.: **(206) 780-3585**
FX No.:
E-Mail Address: aclaiborne@bainbridgewa.gov

Authorized Official: Morgan Smith
Mailing Address: **280 Madison Avenue N**
Bainbridge Island, WA 98110

Title: **City Manager**
Ph No.: **(206) 780-8591**
FX No.:
E-Mail Address: msmith@bainbridgewa.gov

Official Contact: Kathy Gormanous
Mailing Address: **280 Madison Avenue N**
Bainbridge Island, WA 98110

Title: **Administrative Supervisor**
Ph No.: **(206) 780-3714**
FX No.:
E-Mail Address:
kgormanous@bainbridgewa.gov

Official Contact: Pam Cienega
Mailing Address: **280 Madison Avenue N**
Bainbridge Island, WA 98110

Title: **Administrative Specialist III**
Ph No.: **(206) 780-3732**
FX No.:
E-Mail Address: pcienega@bainbridgewa.gov

Official Contact:
Mailing Address:

Title:
Ph No.:
FX No.:
E-Mail Address:



ILC No.:
ILC19-8123
Permanent Number assigned
by H-GAC

NON-PROFIT CERTIFICATION

City of Bainbridge Island (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section **91-**. Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

Functions/Services: **Police Protection Detention Services; Streets Roads Drainage; Parks Recreation; Records Center Services; Planning; Engineering;**

Administrative Functions: **Purchasing; Equipment Repair;**

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.

Signature of End User

Morgan Smith, City Manager

Printed Name and Title

Date

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:20 PM) Front Broom Sweeper Procurement - 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 procurement of the front broom sweeper for consideration with the November 12, 2019 Unfinished Business agenda.

SUMMARY:

City Council to consider forwarding the Front Broom Sweeper purchase to the November 12, 2019 Unfinished Business.

FISCAL IMPACT:

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

BACKGROUND:

Public Works staff uses a Front Broom Sweeper to remove the accumulation of debris on the Island's roadways and bike lanes. The 2019 Capital Improvement Program Equipment budget includes \$96,000 for a Front Broom Sweeper.

Public Works staff is researching equipment and procurement options that best fit the operational needs of the Operations & Maintenance division. Following the results from the proposal submittals, the selected provider and associated cost will be forwarded to the November 12, 2019 Unfinished Business agenda. We are

anticipating that the selected provider will be the Houston/Galveston Governmental Purchasing Cooperative, an agreement with which is before the Council on October 22 and November 12.

Following City Council approval (and execution of the HGAC ILA, if approved by Council) Operations & Maintenance will prepare a purchase order for the City Manager's signature.

ATTACHMENTS:

[HGAC ILA Agreement](#)

FISCAL DETAILS: There is \$96,000 in the Streets fund for this purchase. This was also accounted for in the 2019 Equipment Construction In Progress 2019-2024 plan.

Fund Name(s): Streets Fund

Coding: 73111944 664000

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Bainbridge Island**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at **280 Madison Avenue N Bainbridge Island, WA 98110**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **11/12/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2019** and ends **12/31/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Bainbridge Island

Name of End User (local government, agency, or non-profit corporation)

280 Madison Avenue N

Mailing Address

Bainbridge Island, WA 98110

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Morgan Smith, City Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **City of Bainbridge Island** County Name: **Kitsap County**

Mailing Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Main Telephone Number: **(206) 780-8591** FAX Number:

Physical Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Web Site Address: **http://www.ci.bainbridge-isl.wa.us/**

Official Contact: Aaron Claiborne

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Operations Project Manager**

Ph No.: **(206) 780-3585**

FX No.:

E-Mail Address: **aclaiborne@bainbridgewa.gov**

Authorized Official: Morgan Smith

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **City Manager**

Ph No.: **(206) 780-8591**

FX No.:

E-Mail Address: **msmith@bainbridgewa.gov**

Official Contact: Kathy Gormanous

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Administrative Supervisor**

Ph No.: **(206) 780-3714**

FX No.:

E-Mail Address:

kgormanous@bainbridgewa.gov

Official Contact: Pam Cienega

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Administrative Specialist III**

Ph No.: **(206) 780-3732**

FX No.:

E-Mail Address: **pcienega@bainbridgewa.gov**

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:



ILC No.:
ILC19-8123
Permanent Number assigned
by H-GAC

NON-PROFIT CERTIFICATION

City of Bainbridge Island (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section **91-**. Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

Functions/Services: **Police Protection Detention Services; Streets Roads Drainage; Parks Recreation; Records Center Services; Planning; Engineering;**

Administrative Functions: **Purchasing; Equipment Repair;**

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.

Signature of End User

Morgan Smith, City Manager

Printed Name and Title

Date

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:25 PM) Video Inspection Camera Procurement and Budget Amendment- 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 procurement of the video inspection camera and an associated budget amendment of \$6,615; thereby increasing the spending authority for this procurement, for approval with the November 12, 2019 Consent Agenda.

SUMMARY:

Video camera inspection is a cost-effective method to determine the condition of infrastructure pipes. Public Works staff recommends City Council forward the Video Inspection Camera purchase to the November 12, 2019 Consent Agenda.

FISCAL IMPACT:

Amount:	\$76,615
Ongoing Cost:	
One-Time Cost:	\$76,615
Included in Current Budget?	Yes

BACKGROUND:

Video camera inspection is a cost-effective way of determining the condition and exact location of a possible problem in a sewer main or stormwater line. A sewer or stormwater inspection video camera allows the technician to see if any root intrusion, cracks, punctures, corrosion, or any misaligned pipe sections exist. The camera will also identify grease buildup, leaks, and obstructions.

Public Works staff have worked with CUES through the Houston-Galveston Council Interlocal Agreement (HGAC ILA) for the purchase of a Video Inspection Camera in the amount of \$76,615.

The 2019 Capital Improvement Program equipment budget includes \$70,000 for an inspection camera therefore there is a \$6,615 shortfall. Upon City Council approval, a budget amendment will be included in the 4th quarter budget reporting. The funding support for this will be split evenly between the Storm & Surface Water Management Fund (SSWM) and the Sewer Fund.

Following City Council approval (and execution of the HGAC ILA, if approved by Council) Operations & Maintenance will prepare a purchase order for the City Manager's signature.

ATTACHMENTS:

[HGAC ILA Agreement](#)

[HGAC \(CUES\) Contract Pricing Worksheet](#)

FISCAL DETAILS: There is \$35,000 in the Storm & Surface Water Management Fund and an additional \$35,000 in the Sewer Fund for a total of \$70,000 budgeted to fund this project. A budget amendment of \$6,615 is needed to fund the shortfall. Upon City Council approval, a budget amendment will be included in the 4th quarter budget reporting. The funding support for this will be split evenly between the Storm & Surface Water Management Fund (SSWM) and the Sewer Fund.

Fund Name(s): Sewer Fund

Coding: 1/2 - 734244435 & 1/2 - 73434438 664000

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC,” having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Bainbridge Island**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “End User,” having its principal place of business at **280 Madison Avenue N Bainbridge Island, WA 98110**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **11/12/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2019** and ends **12/31/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Bainbridge Island

Name of End User (local government, agency, or non-profit corporation)

280 Madison Avenue N

Mailing Address

Bainbridge Island, WA 98110

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Morgan Smith, City Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **City of Bainbridge Island** County Name: **Kitsap County**

Mailing Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Main Telephone Number: **(206) 780-8591** FAX Number:

Physical Address: **280 Madison Avenue N Bainbridge Island, WA 98110**

Web Site Address: <http://www.ci.bainbridge-isl.wa.us/>

Official Contact: Aaron Claiborne

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Operations Project Manager**

Ph No.: **(206) 780-3585**

FX No.:

E-Mail Address: aclaiborne@bainbridgewa.gov

Authorized Official: Morgan Smith

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **City Manager**

Ph No.: **(206) 780-8591**

FX No.:

E-Mail Address: msmith@bainbridgewa.gov

Official Contact: Kathy Gormanous

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Administrative Supervisor**

Ph No.: **(206) 780-3714**

FX No.:

E-Mail Address:

kgormanous@bainbridgewa.gov

Official Contact: Pam Cienega

Mailing Address: **280 Madison Avenue N
Bainbridge Island, WA 98110**

Title: **Administrative Specialist III**

Ph No.: **(206) 780-3732**

FX No.:

E-Mail Address: pcienega@bainbridgewa.gov

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:



ILC No.:
ILC19-8123
Permanent Number assigned
by H-GAC

NON-PROFIT CERTIFICATION

City of Bainbridge Island (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section **91-**. Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

Functions/Services: **Police Protection Detention Services; Streets Roads Drainage; Parks Recreation; Records Center Services; Planning; Engineering;**

Administrative Functions: **Purchasing; Equipment Repair;**

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.

Signature of End User

Morgan Smith, City Manager

Printed Name and Title

Date

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:30 PM) Roadside Chipper Procurement - 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 procurement of the roadside chipper for approval with the November 12, 2019 Consent Agenda.

SUMMARY:

City Council to consider forwarding the procurement of the roadside chipper, for use with right-of-way vegetation management, for approval with the November 12, 2019 Consent Agenda.

FISCAL IMPACT:

Amount:	\$88,378.21
Ongoing Cost:	
One-Time Cost:	\$88,378.21
Included in Current Budget?	Yes

BACKGROUND:

Public Works staff uses a chipper to dispose of brush and tree trimming efforts alongside the public right-of-way. The 2019 Capital Improvement Program Equipment budget includes \$95,000.00 for the purchase of a roadside chipper.

Public Works staff has worked with FMI Equipment, through the Washington State Department of Enterprise Services Contract #05218, for the purchase of a Bandit 18" Chipper with a biodiesel Caterpillar C4.4 174 horsepower engine in the amount of \$88,378.21.

This purchase is in compliance with RCW 43.325.080, which requires local governments to use electric and/or biodiesel fuels whenever practical, as the Caterpillar engine runs on a compatible biodiesel fuel.

Upon City Council approval, Operations & Maintenance will prepare a purchase order for the City Manager's signature.

ATTACHMENTS:

[WA State Master Contract No. 05218](#)

[FMI Equipment Quote](#)

FISCAL DETAILS: There is \$95,000 in the Streets Fund budget in 2019 to pay for this purchase.

Fund Name(s): Streets Fund

Coding: 73111944 664000

MASTER CONTRACT

No. 05218

LAWN & GROUNDS EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

FIBER MARKETING INTERNATIONAL, INC.

Dated April 1, 2019

MASTER CONTRACT
No. 05218
LAWN & GROUNDS EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Fiber Marketing International, Inc., a Washington Corporation ("Contractor") and is dated as of April 1, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 05218 dated January 16, 2019 regarding **LAWN & GROUNDS EQUIPMENT**
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is seventy-two (72) months, commencing April 1, 2019 and ending March 31 2025

2. ELIGIBLE PURCHASERS.

This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 2.2. MCOA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Equipment*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRODUCT AND PRICE CHANGES. Pricing and products will be held until December 31, 2019. Products and pricing (MSRP, not percentage discount) Product Pricing is list price at the time of order. Contractor may not change the percent discount. Prices must be based on the current printed catalog or Manufacturer’s Suggested Retail Price (MSRP) list. A completed list of suggested pricing (MSRP) and product changes must be sent to the Contract Administrator for approval sixty (60) days prior to the requested date of the changes taking effect. No changes may be made to the Contractor hosted website until written approval is provided by the Contract Administrator.
- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- 4.1. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.2. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
- 4.6. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full

compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.7. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.8. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.9. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) Freight is prepaid and added as a separate line item to the invoice. Copies of the freight invoice must be delivered with the equipment or provided with the invoice.
 - (e) The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation.
- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- 5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 05218
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Richard Worthy
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7932
Email: richard.worthy@des.wa.gov

Contractor

Attn: Dave Kopp
Fiber Marketing International
11111 E. Trent Avenue
Spokane Valley, WA 99206
Tel: (509) 927-4071
Email: dave@fmiequipment.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Dave Kopp
Fiber Marketing International
11111 E. Trent Avenue
Spokane Valley, WA 99206
Email: dave@fmiequipment.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .0150.$$
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the

year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION.

- 12.1. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master

Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any

subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

FIBER MARKETING INTERNATIONAL,
a Washington Corporation

By: 
John Allen *for John Allen*
Its: Procurement Supervisor

By: 
Dave Kopp
Its: President

Included Goods/Services

Vendor	Category	Manufacturer	Regions
FMI Equipment	1	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	1	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	2	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	2	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	2	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	2	Y Bravo	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	3	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	4	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	5	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	7	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	7	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	7	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	7	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	7	Y Bravo	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	8	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	8	Ferris Turf Care	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	8	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	8	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	16	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	17	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central

FMI Equipment	19	Fecon Bullhogs	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	20	ASV RT25/RT40/65 Turf Tracks	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	20	Ferris Turf Care	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	20	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	21	ASV PT75HD & PT120F	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	21	Bandit	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	21	Fecon Attachments	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	21	Fecon Carriers W/Bullhog	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	21	Fecon Stumpex	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	22	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	22	Toro Site Works	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	23	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	23	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	23	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	23	Erskine	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	23	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	24	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	24	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	24	Toro Site Works Dingo TX Platform and Pro Sneek	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Erskine	Northwest, North Central, Eastern, Olympic, Southwest, South Central

FMI Equipment	25	Fecon Attachments Other	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Fecon Bullhogs	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Fecon StumpEX	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Fecon Track Remote Control	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	25	Toro Site Works	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	26	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	27	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	27	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	27	Fecon Bullhogs Excavator	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	27	Fecon StumpEX	Northwest, North Central, Eastern, Olympic, Southwest, South Central
FMI Equipment	27	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Prices for Goods/Services

Vendor	Category	Manufacturer	Regions	Manufacturer Discount
FMI Equipment	1	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	1	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	2	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central	23%
FMI Equipment	2	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	2	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	2	Y Bravo	Northwest, North Central, Eastern, Olympic, Southwest, South Central	18%
FMI Equipment	3	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	4	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	5	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	7	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central	23%
FMI Equipment	7	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	7	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	7	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%

FMI Equipment	7	Y Bravo	Northwest, North Central, Eastern, Olympic, Southwest, South Central	18%
FMI Equipment	8	Ferris	Northwest, North Central, Eastern, Olympic, Southwest, South Central	23%
FMI Equipment	8	Ferris Turf Care	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	8	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	8	RedMax	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	16	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	17	Greenworks Battery Powered	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	19	Fecon Bullhogs	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	20	ASV RT25/RT40/65 Turf Tracks	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
FMI Equipment	20	Ferris Turf Care	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	20	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central	17%
FMI Equipment	21	ASV PT75HD & PT120F	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
FMI Equipment	21	Bandit	Northwest, North Central, Eastern, Olympic, Southwest, South Central	12%
FMI Equipment	21	Fecon Attachments	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	21	Fecon Carriers W/Bullhog	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%

FMI Equipment	21	Fecon Stumpex	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	22	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central	26%
FMI Equipment	22	Toro Site Works	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	23	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
FMI Equipment	23	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central	26%
FMI Equipment	23	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	23	Erskine	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	23	Toro Site Works Walk behind and turf equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	24	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central	26%
FMI Equipment	24	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central	24%
FMI Equipment	24	Toro Site Works Dingo TX Platform and Pro Sneek	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
FMI Equipment	25	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
FMI Equipment	25	ASV	Northwest, North Central, Eastern, Olympic, Southwest, South Central	26%
FMI Equipment	25	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
FMI Equipment	25	Erskine	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%

FMI Equipment	25	Fecon Attachments Other	Northwest, North Central, Eastern, Olympic, Southwest, South Central	12%
FMI Equipment	25	Fecon Bullhogs	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	25	Fecon StumpEX	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	25	Fecon Track Remote Control	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	25	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	25	Toro Site Works	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	26	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central	24%
FMI Equipment	27	Arrowhead Rock Drill	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
FMI Equipment	27	Bradco	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	27	Fecon Bullhogs Excavator	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
FMI Equipment	27	Fecon StumpEX	Northwest, North Central, Eastern, Olympic, Southwest, South Central	15%
FMI Equipment	27	Takeuchi	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Specification
1. If other than the manufacturer, bidder shall provide a current, dated, and signed letter from each manufacturer indicated Bidder is an authorized distributor, dealer, or service representative.
2. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of order.
3. All materials and equipment shall be new, unused, of the latest model or design and of recent manufacture.
4. Freight is prepaid and added as a separate line item to the invoice. Copies of the freight invoice must be delivered with the equipment or provided with the invoice.
5. The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation.
6. Contractor bears all risks of loss, damage, or destruction of the Products ordered until Delivery Date or Acceptance except loss or damage attributable to Purchaser's fault or negligence.
7. All equipment shall be delivered with at least one copy of the operator's manual or access to electronic version of the repair manual to include a parts catalog or list.
8. All equipment, to the extent possible and that which is considered standard to the industry, shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchaser. Liability for Product delivery remains with the contractor until properly delivered and accepted.
9. Some Purchasers may require equipment to be setup, tested and ready for operation prior to acceptance. Bidder may provide a cost for such service in Exhibit C Price Sheet.
10. Bids that are submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with contract terms and conditions.
11. Bidders shall develop and maintain an online catalog complete with model numbers, description, pricing and other information as needed for all equipment awarded under this contract. The online catalog shall be accessible to customers by internet link and functional during the life of the contract.
12. Bidder may offer a trade-in program by submitting a separate document indicating the process. Process will be reviewed by stakeholders and added to the contract, if appropriate.



Fiber Marketing International, Inc.
 11111 E Trent
 Spokane, WA 99206
 Phone: (509) 927-4071
 Fax: (509) 927-2330

Sales Order Number: 0114701
 Sales Order Date: 10/3/2019
 Salesperson: DPK
 Customer Number: CITBAIN

City of BainBridge Island
 280 Maqdison Avenue North
 Bainbridge Island, WA 98110

Ship To:
 City of BainBridge Island
 280 Maqdison Avenue North
 Bainbridge Island, WA 98110

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms		
			No Terms		
Quantity	Unit	Item Number	Description	Price	Amount
1.0	EACH	18XP-CAT174	Bandit 18" Drum Chipper Caterpillar C4.4, 174 horsepower engine Specs per Bandit Quote 98061	91,041.93	91,041.93
		/DISC-FORM	Washinton State Contract Disc. Per Contract 05218 12% Discount		10,925.00-
		/SHMACH-WA	Spokane WA to BainBridge Islan Includes Ferry Fee		964.00
Price includes WA State Enterprise Services Fee.					

TERMS: Finance charge is computed by a periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, on all past due balances. All claims and returns must be accompanied by this bill. The total amount of this invoice is repayable in accordance with the credit agreement applicable to this account.
 20% restock fee on all returns. No returns on electrical or special ordered parts. All part returns must be accompanied by this invoice and within 30 days of purchase date.

Purchase Authorized By: _____
 Address: _____
 Phone / Fax: _____
 Signature: _____

Final sales tax will be calculated at the time of order.

Net Order: 81,080.93
 Sales Tax: 7,297.28
Order Total: 88,378.21



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 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:

- B. Accounts Payable and Payroll
- C. City Council Study Session Minutes, October 1, 2019
- D. City Council Regular Business Meeting Minutes, October 8, 2019
- E. Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax
 - to Support Affordable and Supportive Housing – Finance
- F. Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) – Finance
- G. Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir
 - Pre-Design Report - Public Works
- H. Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works
- I. Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas
 - Emissions Inventory - Executive

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 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 accounts payable and payroll.

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Report to Council of Cash Disbursements 10-23-19.pdf](#)

[Payroll.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: October 07, 2019 - October 21, 2019

CITY COUNCIL: October 08, 2019 - October 22, 2019

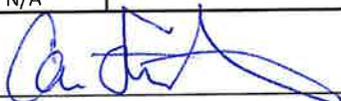
Last check from previous run: 351801 dated 10/09/19 issued to Zee Medical Service Co in the amount of \$531.89.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
Manual	10/4/19	351802	PW/Johnson Controls/City Hall HVAC software replacement	13,476.89
Manual	10/9/19	351803	CenturyLink/Citywide telcom services - October 2019	1,068.28
Manual	10/9/19	351804	PW/Island Hands/Janitorial services - September 2019	11,394.04
Manual	10/9/19	351805	Puget Sound Energy/Citywide utilities - September 2019	30,139.69
Manual	10/10/19	351806	ENG/COBI/PLN51524	13,356.00
Manual	10/10/19	351807	ENG/Kitsap Public Health/Plan review: PLN51524	145.00
Manual	10/15/19	351808	ENG/Good to Go/Bridge toll	7.00
Manual	10/15/19	351809	PW/Toshiba/Copier lease	273.60
Manual	10/15/19	351810	US Bank/Credit card purchases - September 2019	18,844.70

Total Manual Checks and Electronic Disbursements	88,705.20
---	------------------

Regular Run	10/23/2019	351811-351925	Total Regular Check Run	394,789.35
Total Disbursements				483,494.55

Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by  Carrie Freitas, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished,
the services rendered, or the labor performed as described herein and that the claim
is a just, due, and unpaid obligation against the City of Bainbridge Island,
and that I am authorized to authenticate and certify to said claim.

 10-18-2019
Karl R. Shaw, Accounting Manager Date

Manual

CF 10/4/19

10/04/2019 13:38 | CITY OF BAINBRIDGE ISLAND
cfreitas | 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

351802 10/04/2019 PRD 1826 JOHNSON CONTROLS INC 234830 1-85639715482 04/04/2019 21800103 M100419 13,476.89
Invoice: 1-85639715482 CITY HALL HVAC SOFTWARE REPLC

13,476.89 73011183 54110000791 CH HVAC SOFTWARE UPGRD-PR SVCS
CHECK 351802 TOTAL: 13,476.89

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 13,476.89

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 13,476.89

*** GRAND TOTAL *** 13,476.89

10/04/2019 13:38
cfreitas

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

|P 2
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2019 10	66							
APP 001-213000	10/04/2019	M100419	100419			GENERAL - ACCOUNTS PAYABLE	13,476.89	
						AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100	10/04/2019	M100419	100419			CASH		13,476.89
						AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							13,476.89	13,476.89
APP 631-130000	10/04/2019	M100419	100419			DUE TO/FROM CLEARING	13,476.89	
APP 001-130000	10/04/2019	M100419	100419			GENERAL - DUE TO/FROM CLEARING		13,476.89
SYSTEM GENERATED ENTRIES TOTAL							13,476.89	13,476.89
JOURNAL 2019/10/66						TOTAL	26,953.78	26,953.78

10/04/2019 13:38
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	66	10/04/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		13,476.89
001-213000				GENERAL - ACCOUNTS PAYABLE	13,476.89	
				FUND TOTAL	13,476.89	13,476.89
631 CLEARING FUND	2019 10	66	10/04/2019			
631-130000				DUE TO/FROM CLEARING	13,476.89	
635-111100				CASH		13,476.89
				FUND TOTAL	13,476.89	13,476.89

10/04/2019 13:38
cfreitas

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			13,476.89
631 CLEARING FUND		13,476.89	
	TOTAL	13,476.89	13,476.89

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

Manual
 (CF) 10/9/19

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 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
351803	10/09/2019 PRTD	551 CENTURYLINK	234912	0225OCT19	10/02/2019	M100919	112.87
Invoice: 0225OCT19							
			112.87	91011897 542100	O&M FIRE ALARM MONIT. GG-C/E-O&M YARD FAC-PHONE		
234913	0456OCT19		234913	0456OCT19	10/02/2019	M100919	69.99
Invoice: 0456OCT19							
			69.99	91421891 542100	VILLAGE SEWER PUMP TELEM GG-SWR-FAC-PHONE		
234914	0754OCT19		234914	0754OCT19	10/02/2019	M100919	72.94
Invoice: 0754OCT19							
			72.94	91411891 542100	FLETCHER BAY WELL TELEM GG-WTR-FAC-PHONE		
234915	1745OCT19		234915	1745OCT19	10/02/2019	M100919	53.41
Invoice: 1745OCT19							
			53.41	91011189 542100	CH ELEVATOR SVC LINE GG-C/E-CITY HALL-PHONE		
234916	3736OCT19		234916	3736OCT19	10/02/2019	M100919	112.87
Invoice: 3736OCT19							
			112.87	91011189 542100	CH FIRE ALARM MONIT GG-C/E-CITY HALL-PHONE		
234917	5211OCT19		234917	5211OCT19	10/02/2019	M100919	200.53
Invoice: 5211OCT19							
			200.53	91011215 542100	POL PHN SVCS GG-C/E-PD-PHONE		
234918	8731OCT19		234918	8731OCT19	10/02/2019	M100919	56.19
Invoice: 8731OCT19							
			56.19	91011755 542100	COMMONS FIRE ALARM MONIT GG-C/E-COMMONS-PHONE		
234919	9136OCT19		234919	9136OCT19	10/02/2019	M100919	150.98
Invoice: 9136OCT19							
			150.98	91011189 542100	CH SECURITY ALARM MONIT GG-C/E-CITY HALL-PHONE		
234920	9791OCT19		234920	9791OCT19	10/02/2019	M100919	137.80
Invoice: 9791OCT19							
			137.80	91011215 542100	POL TI MANDUS TELCOM GG-C/E-PD-PHONE		
234921	9840OCT19		234921	9840OCT19	10/02/2019	M100919	50.35
Invoice: 9840OCT19							
			50.35	91411891 542100	HEAD OF BAY WELL TELEM GG-WTR-FAC-PHONE		
234922	9858OCT19		234922	9858OCT19	10/02/2019	M100919	50.35
Invoice: 9858OCT19							
			50.35	91411891 542100	SANDS AVE WELL TELEM GG-WTR-FAC-PHONE		
					CHECK	351803 TOTAL:	1,068.28
351804	10/09/2019 PRTD	8646 ISLAND HANDS	234927	17464	09/25/2019	M100919	9,728.79
Invoice: 17464							
			9,436.93	73011183 54110000269	JANITORIAL SVCS SEPT 2019 JANITORIAL CONTRACT-PRO SVCS		
			291.86	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS		

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

				234928	17465	09/25/2019		M100919	1,665.25
Invoice: 17465						JANITORIAL SVCS SEPT 2019			
				1,615.29	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				49.96	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
							CHECK	351804 TOTAL:	11,394.04

351805	10/09/2019	PRTD	1205 PUGET SOUND ENERGY	234924	CITY HALL AUG19	10/01/2019		M100919	2,388.78
Invoice: CITY HALL AUG19						CITY HALL AUG19			
				2,388.78	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
Invoice: 828SEP19								M100919	406.32
				406.32	91415345 547100	TAYLOR WELLS LID17 PH1 GG-ROCKAWAY BCH-UTILITIES			
Invoice: IL3SEP19								M100919	29.30
				29.30	911111263 547100	ROUNDABOUT HS/MADISON IMPR GG-STRT-STREET LIGHTING-UTIL			
Invoice: 647SEP19								M100919	43.70
				43.70	911111263 547100	ST LTS/TRAFFIC CONTR GG-STRT-STREET LIGHTING-UTIL			
Invoice: IL9SEP19								M100919	107.07
				107.07	911111263 547100	MADISON AVE S GG-STRT-STREET LIGHTING-UTIL			
Invoice: 285SEP19								M100919	156.96
				156.96	91421355 547100	SPS NORTHTOWN/SPORTSMAN GG-SWR-ELECTRIC			
Invoice: 735SEP19								M100919	54.68
				54.68	91011768 547100	SHANNON DR/WFP DOCK GG-C/E-PARKS-ELECTRIC			
Invoice: 182SEP19								M100919	55.48
				55.48	91011255 547100	MUNI CRT - METER E6 GG-C/E-COURT BLDG-ELECTRIC			
Invoice: 058SEP19								M100919	36.28
				36.28	91011897 547100	NE HIDDEN COVE SHOP GG-C/E-O&M YARD FAC-ELECTRIC			
Invoice: 973SEP19								M100919	12.12
				12.12	91415345 547100	OC RESERVOIR LID17 PH2 GG-ROCKAWAY BCH-UTILITIES			
Invoice: 558SEP19								M100919	1,820.77
				1,820.77	91011897 547100	7315 NE HIDDEN COVE RD GG-C/E-O&M YARD FAC-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: 336SEP19				234939	336SEP19	10/03/2019		M100919	154.75
						SLS-9 ISLAND TERRACE			
				154.75	91421355 547100	GG-SWR-ELECTRIC			
Invoice: IL11SEP19				234940	IL11SEP19	10/03/2019		M100919	20.59
						ST LIGHTS WW MAD TO 305			
				20.59	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 520-330SEP19				234941	520-330SEP19	10/03/2019		M100919	67.00
						210 WINSLOW WAY E IRRIG			
				67.00	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 823SEP19				234942	823SEP19	10/03/2019		M100919	10.43
						BRIEN DR N/BOOTH EL PANEL			
				10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 682-B-SEP19				234943	682-B-SEP19	10/03/2019		M100919	28.14
						MUNI PARKING LOT-MAD/MADR			
				28.14	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 736SEP19				234944	736SEP19	10/03/2019		M100919	64.63
						SHANNON DR/WFP RESTROOM			
				64.63	91011768 547100	GG-C/E-PARKS-ELECTRIC			
Invoice: 040-581SEP19				234945	040-581SEP19	10/03/2019		M100919	121.93
						3900 HALLS HILLS RD PUMP			
				121.93	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 884SEP19				234946	884SEP19	10/03/2019		M100919	89.63
						SLS FERRY TERMINAL			
				89.63	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 111SEP19				234947	111SEP19	10/03/2019		M100919	394.15
						POL STATION METER 2			
				394.15	91011215 547100	GG-C/E-PD-ELECTRIC			
Invoice: 717SEP19				234948	717SEP19	10/03/2019		M100919	240.28
						POL STATION METER 1			
				240.28	91011215 547100	GG-C/E-PD-ELECTRIC			
Invoice: 520-374SEP19				234949	520-374SEP19	10/03/2019		M100919	54.17
						SIGNAL @ 108 OLY DR SE			
				54.17	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
Invoice: 520-136SEP19				234950	520-136SEP19	10/03/2019		M100919	2,731.69
						HOB BOOSTER PUMP/WELL			
				2,731.69	91411345 547100	GG-WTR-ELECTRIC			
Invoice: IL5SEP19				234951	IL5SEP19	10/03/2019		M100919	98.16
						COMMODORE OFF HS @ OLY			
				98.16	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 021SEP19				234952	021SEP19	10/03/2019		M100919	59.32
				59.32	91421355 547100	SLS-3 TREATMENT PLANT GG-SWR-ELECTRIC			
Invoice: 291SEP19				234953	291SEP19	10/03/2019		M100919	14.07
				14.07	91411345 547100	HEAD OF BAY WELL FIELD GG-WTR-ELECTRIC			
Invoice: 031SEP19				234954	031SEP19	10/03/2019		M100919	136.87
				136.87	91421355 547100	SLS-6 LOVELL LOWER GG-SWR-ELECTRIC			
Invoice: IL12SEP19				234955	IL12SEP19	10/03/2019		M100919	72.88
				72.88	91111263 547100	ST LTS WW 305-FRNCLF GG-STRT-STREET LIGHTING-UTIL			
Invoice: 573SEP19				234956	573SEP19	10/03/2019		M100919	12.43
				12.43	91411345 547100	COMMODORE/HS RESERVOIR GG-WTR-ELECTRIC			
Invoice: 040-714SEP19				234957	040-714SEP19	10/03/2019		M100919	10.51
				10.51	91021182 547100	7095 NE TWIN PONDS RD GG-OS-PROP MNGT-ELECTRIC			
Invoice: 206SEP19				234958	206SEP19	10/03/2019		M100919	398.37
				398.37	91421355 547100	4586 PT WHT DR NE GG-SWR-ELECTRIC			
Invoice: 256SEP19				234959	256SEP19	10/03/2019		M100919	323.79
				323.79	91421355 547100	SLS-8 HWY 305/HARBORVIEW GG-SWR-ELECTRIC			
Invoice: 636SEP19				234960	636SEP19	10/03/2019		M100919	78.20
				78.20	91421355 547100	SLS-7 WING PT WAY GG-SWR-ELECTRIC			
Invoice: 888SEP19				234961	888SEP19	10/03/2019		M100919	163.71
				163.71	91411345 547100	NE HS RD PUMP GG-WTR-ELECTRIC			
Invoice: 658SEP19				234962	658SEP19	10/03/2019		M100919	44.69
				44.69	91421355 547100	SLS-4 IRENE/LOWER HAWLEY GG-SWR-ELECTRIC			
Invoice: 520-298SEP19				234963	520-298SEP19	10/03/2019		M100919	219.40
				219.40	91421355 547100	SLS-5 WW/SUNDAY COVE GG-SWR-ELECTRIC			
Invoice: 640SEP19				234964	640SEP19	10/03/2019		M100919	13.62
				13.62	91011768 547100	BRIEN DR S/BOOTH EL PANEL GG-C/E-PARKS-ELECTRIC			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 710SEP19				234978	710SEP19	10/03/2019		M100919	264.13
						SLS-2 VILLAGE CENTER			
				264.13	91421355 547100	GG-SWR-ELECTRIC			
Invoice: 893SEP19				234979	893SEP19	10/03/2019		M100919	682.62
						MUNI ST LIGHTING			
				682.62	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 040-751SEP19				234980	040-751SEP19	10/03/2019		M100919	10.43
						520 ERICKSEN AVE PRV			
				10.43	91411345 547100	GG-WTR-ELECTRIC			
Invoice: SPRINGSEP19				234981	SPRINGSEP19	10/03/2019		M100919	50.89
						SPRINGRIDGE RD/HANSEN HILL			
				50.89	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: LYNCTRSEP19				234982	LYNCTRSEP19	10/03/2019		M100919	83.93
						4238 LYNWOOD CENTER RD, BLOSSOM HILL			
				83.93	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: BKLYN&MADSEP19				234983	BKLYN&MADSEP19	10/03/2019		M100919	13.47
						NEW BROOLYN & MAD AVE ST LT			
				13.47	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: 2360-MADSEP19				234984	2360-MADSEP19	10/03/2019		M100919	13.47
						MAD AVE N - E ENTRANCE ST LT			
				13.47	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&ORDSEP19				234985	MAD&ORDSEP19	10/03/2019		M100919	13.47
						MADISON AVE, ORDWAY CROSS-ST LT			
				13.47	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: BKLYN&NTOWNSEP19				234986	BKLYN&NTOWNSEP19	10/03/2019		M100919	13.47
						NEW BKLYN & NTOWN ST LT			
				13.47	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: WING&AZALEASEP19				234987	WING&AZALEASEP19	10/03/2019		M100919	11.09
						WING PT & AZALEA AVE ST LT			
				11.09	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: W.OFMAD-PH1SEP19				234988	W.OFMAD-PH1SEP19	10/03/2019		M100919	921.80
						W.OF MADISON-BAINBRIDGE CO PH1			
				921.80	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: E.OFMAD-PH2SEP19				234989	E.OFMAD-PH2SEP19	10/03/2019		M100919	1,817.86
						E. OF MADISON-BAINBRIDGE CO PH2			
				1,817.86	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
Invoice: MAD&H.S.SEP19				234990	MAD&H.S.SEP19	10/03/2019		M100919	42.77
						MADISON AVE/HS AVE			
				42.77	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			

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

VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC					
234991	2665SEP19	10/03/2019		M100919	165.54
Invoice: 2665SEP19		301 SHANNON DR SE			
165.54	91011768 547100	GG-C/E-PARKS-ELECTRIC			
234994	2681SEP19	10/03/2019		M100919	10.43
Invoice: 2681SEP19		BJUNE WTRFRNT PK BOOTH EL PANEL #4			
10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
234995	2996SEP19	10/03/2019		M100919	12.82
Invoice: 2996SEP19		965 WEAVER RD NW			
12.82	91411345 547100	GG-WTR-ELECTRIC			
234996	3010SEP19	10/03/2019		M100919	10.43
Invoice: 3010SEP19		BJUNE WTRFRNT PK BOOTH PANEL #3			
10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
234997	3028SEP19	10/03/2019		M100919	11.72
Invoice: 3028SEP19		BJUNE WTRFRNT PK BOOTH EL PANEL #2			
11.72	91011768 547100	GG-C/E-PARKS-ELECTRIC			
234998	3044SEP19	10/03/2019		M100919	10.43
Invoice: 3044SEP19		278 WINSLOW WAY E #KIOSK			
10.43	91011739 547100	COMM EVENTS-ELECTRICITY			
234999	3051SEP19	10/03/2019		M100919	10.74
Invoice: 3051SEP19		BJUNE WTRFRNT PK BOOTH EL PANEL #1			
10.74	91011768 547100	GG-C/E-PARKS-ELECTRIC			
		CHECK	351805	TOTAL:	30,139.69
	NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***		42,602.01
		COUNT	AMOUNT		
	TOTAL PRINTED CHECKS	3	42,602.01		
			*** GRAND TOTAL ***		42,602.01

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 10	142								
APP 001-213000	10/09/2019	M100919	100919			GENERAL - ACCOUNTS PAYABLE		17,611.48	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	10/09/2019	M100919	100919			CASH			42,602.01
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	10/09/2019	M100919	100919			ACCOUNTS PAYABLE		8,866.70	
						AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	10/09/2019	M100919	100919			ACCOUNTS PAYABLE		11,116.49	
						AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	10/09/2019	M100919	100919			STREETS - ACCOUNTS PAYABLE		4,994.91	
						AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	10/09/2019	M100919	100919			ACCOUNTS PAYABLE		12.43	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								42,602.01	42,602.01
APP 631-130000	10/09/2019	M100919	100919			DUE TO/FROM CLEARING		42,602.01	
APP 001-130000	10/09/2019	M100919	100919			GENERAL - DUE TO/FROM CLEARING			17,611.48
APP 402-130000	10/09/2019	M100919	100919			DUE TO/FROM CLEARING			8,866.70
APP 401-130000	10/09/2019	M100919	100919			DUE TO/FROM CLEARING			11,116.49
APP 101-130000	10/09/2019	M100919	100919			STREETS - DUE TO/FROM CLEARING			4,994.91
APP 403-130000	10/09/2019	M100919	100919			DUE TO/FROM CLEARING			12.43
SYSTEM GENERATED ENTRIES TOTAL								42,602.01	42,602.01
JOURNAL 2019/10/142 TOTAL								85,204.02	85,204.02

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	142	10/09/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		17,611.48
001-213000				GENERAL - ACCOUNTS PAYABLE	17,611.48	
				FUND TOTAL	17,611.48	17,611.48
101 STREET FUND	2019 10	142	10/09/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		4,994.91
101-213000				STREETS - ACCOUNTS PAYABLE	4,994.91	
				FUND TOTAL	4,994.91	4,994.91
401 WATER OPERATING FUND	2019 10	142	10/09/2019			
401-130000				DUE TO/FROM CLEARING		11,116.49
401-213000				ACCOUNTS PAYABLE	11,116.49	
				FUND TOTAL	11,116.49	11,116.49
402 SEWER OPERATING FUND	2019 10	142	10/09/2019			
402-130000				DUE TO/FROM CLEARING		8,866.70
402-213000				ACCOUNTS PAYABLE	8,866.70	
				FUND TOTAL	8,866.70	8,866.70
403 STORM & SURFACE WATER FUND	2019 10	142	10/09/2019			
403-130000				DUE TO/FROM CLEARING		12.43
403-213000				ACCOUNTS PAYABLE	12.43	
				FUND TOTAL	12.43	12.43
631 CLEARING FUND	2019 10	142	10/09/2019			
631-130000				DUE TO/FROM CLEARING	42,602.01	
635-111100				CASH		42,602.01
				FUND TOTAL	42,602.01	42,602.01

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		17,611.48
101	STREET FUND		4,994.91
401	WATER OPERATING FUND		11,116.49
402	SEWER OPERATING FUND		8,866.70
403	STORM & SURFACE WATER FUND		12.43
631	CLEARING FUND	42,602.01	
	TOTAL	42,602.01	42,602.01

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

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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

 351806 10/10/2019 PRD 634 CITY OF BAINBRIDGE I 235089 PRE PLN51524 10/07/2019 M100919 13,356.00
 Invoice: PRE PLN51524
 13,356.00 72311942 64980000724 PD/COURT BLDG-PERMITS

CHECK 351806 TOTAL: 13,356.00

351807 10/10/2019 PRD 2421 KITSAP PUBLIC HEALTH 235088 PRE PLN51524 10/07/2019 M100919 145.00
 Invoice: PRE PLN51524
 145.00 72311942 64980000724 PD/COURT BLDG-PERMITS

CHECK 351807 TOTAL: 145.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 13,501.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	13,501.00

*** GRAND TOTAL *** 13,501.00

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

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|apcshdab

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2019 10	150								
APP 301-213000					ACCOUNTS PAYABLE		13,501.00		
	10/10/2019	M100919	101019		AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			13,501.00	
	10/10/2019	M100919	101019		AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL								13,501.00	13,501.00
APP 631-130000					DUE TO/FROM CLEARING		13,501.00		
	10/10/2019	M100919	101019						
APP 301-130000					DUE TO/FROM CLEARING			13,501.00	
	10/10/2019	M100919	101019						
SYSTEM GENERATED ENTRIES TOTAL								13,501.00	13,501.00
JOURNAL 2019/10/150 TOTAL								27,002.00	27,002.00

10/10/2019 09:31
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|CITY OF BAINBRIDGE ISLAND
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2019 10	150	10/10/2019			
301-130000				DUE TO/FROM CLEARING		13,501.00
301-213000				ACCOUNTS PAYABLE	13,501.00	
				FUND TOTAL	13,501.00	13,501.00
631 CLEARING FUND	2019 10	150	10/10/2019			
631-130000				DUE TO/FROM CLEARING	13,501.00	
635-111100				CASH		13,501.00
				FUND TOTAL	13,501.00	13,501.00

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			13,501.00
631 CLEARING FUND		13,501.00	
	TOTAL	13,501.00	13,501.00

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

Manual
 (CF) 10/15/19

10/15/2019 08:57 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

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 | apcshdsb

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

INVOICE DTL DESC

351808 10/15/2019 PRD 7451 GOOD TO GO! 235229 TB-192814100 09/18/2019 M101419 7.00
 Invoice: TB-192814100
 7.00 72431831 443410 ENG/NARROWS TOLL: SC
 ENG - SSWM ADM TRAINING
 CHECK 351808 TOTAL: 7.00

351809 10/15/2019 PRD 6714 TOSHIBA FINANCIAL SE 235228 25661573 10/03/2019 M101419 273.60
 Invoice: 25661573
 273.60 73637891 545000 PW/E-STUDIO4555C COPIER LEASE
 RENTS & LEASES - OPERATING
 CHECK 351809 TOTAL: 273.60

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 280.60

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	280.60

*** GRAND TOTAL *** 280.60

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CITY OF BAINBRIDGE ISLAND
 A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
EFF DATE								
2019 10	197							
APP 403-213000					ACCOUNTS PAYABLE		7.00	
10/15/2019	M101419	101419			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			280.60
10/15/2019	M101419	101419			AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000					ACCOUNTS PAYABLE		273.60	
10/15/2019	M101419	101419			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							280.60	280.60
APP 631-130000					DUE TO/FROM CLEARING		7.00	
10/15/2019	M101419	101419						
APP 403-130000					DUE TO/FROM CLEARING			7.00
10/15/2019	M101419	101419						
SYSTEM GENERATED ENTRIES TOTAL							7.00	7.00
JOURNAL 2019/10/197 TOTAL							287.60	287.60

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
403 STORM & SURFACE WATER FUND	2019 10	197	10/15/2019			
403-130000				DUE TO/FROM CLEARING		7.00
403-213000				ACCOUNTS PAYABLE	7.00	
FUND TOTAL					7.00	7.00
631 CLEARING FUND	2019 10	197	10/15/2019			
631-130000				DUE TO/FROM CLEARING	7.00	
631-213000				ACCOUNTS PAYABLE	273.60	
635-111100				CASH		280.60
FUND TOTAL					280.60	280.60

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

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
403 STORM & SURFACE WATER FUND			7.00
631 CLEARING FUND		7.00	
	TOTAL	7.00	7.00

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

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

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

									INVOICE DTL DESC
Invoice: 09/07/19-KE				234861	09/07/19-KE	09/25/2019		USB09-19	26.49
									POL/PAWS&FINS/K9 TREATS
				26.49	53011212	53110000962			TRACKING CANINE-SUPPLIES
Invoice: 09/07/19-KE-A				234862	09/07/19-KE-A	09/25/2019		USB09-19	87.19
									POL/AMAZON/K9 BED
				87.19	53011212	53110000962			TRACKING CANINE-SUPPLIES
Invoice: 09/15/19-KE				234863	09/15/19-KE	09/25/2019		USB09-19	47.64
									POL/PAWS&FINS/K9 TREATS
				47.64	53011212	53110000962			TRACKING CANINE-SUPPLIES
Invoice: 09/13/19-KE				234864	09/13/19-KE	09/25/2019		USB09-19	886.83
									POL/CLOVER VALLEY VET/VACCINES, FLEA MEDS
				886.83	53011212	54110000962			TRACKING CANINE-PROF SVCS
Invoice: 09/18/19-KE				234865	09/18/19-KE	09/25/2019		USB09-19	60.00
									POL/SALTY DOG WASH/K9 GROOMING
				60.00	53011212	54110000962			TRACKING CANINE-PROF SVCS
Invoice: 09/21/19-KE				234866	09/21/19-KE	09/25/2019		USB09-19	17.45
									POL/MUD BAY/K9 TREATS
				17.45	53011212	53110000962			TRACKING CANINE-SUPPLIES
Invoice: 09/23/19-KE				234867	09/23/19-KE	09/25/2019		USB09-19	18.86
									POL/NEW CANTINA/DINNER
				18.86	53011212	44341000962			TRACKING CANINE-TRAINING
Invoice: 09/23/19-KE-A				234868	09/23/19-KE-A	09/25/2019		USB09-19	14.95
									POL/SAM&DANNI'S PET RESORT/K9 FOOD
				14.95	53011212	44341000962			TRACKING CANINE-TRAINING
Invoice: 09/22/19-KE				234869	09/22/19-KE	09/25/2019		USB09-19	17.95
									POL/D MICHAEL B'S/DINNER
				17.95	53011212	44341000962			TRACKING CANINE-TRAINING
Invoice: 09/24/19-KE				234870	09/24/19-KE	09/25/2019		USB09-19	9.32
									POL/MCDONALDS/DINNER
				9.32	53011212	44341000962			TRACKING CANINE-TRAINING
Invoice: 08/30/19-JF				234871	08/30/19-JF	09/25/2019		USB09-19	103.24
									POL/QUALITY INN/LODGING FOR RESIDENT
				103.24	51011211	541100			PD-C/E-ADM-PROF SVCS
Invoice: 09/10/19-JF				234872	09/10/19-JF	09/25/2019		USB09-19	125.57
									POL/RAINIER ARMS/NIGHT VISION SIGHT
				125.57	53011212	531100			PD-C/E-PATROL SUPPLIES
Invoice: 09/06/19-JH				234873	09/06/19-JH	09/25/2019		USB09-19	20.00
									POL/KITSAP OUTREACH/PRAYER BKFST
				20.00	51011214	443410			PD-C/E-ADMIN-TRAINING

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	FO	CHECK RUN	NET
						INVOICE DTL DESC			
				235042	09/11/19-HW-A	09/25/2019		USB09-19	6.00
Invoice:	09/11/19-HW-A					PCD/WSDOT/BRIDGE TOLL			
				6.00	61011584 443410	PCD - C/E ADM TRAINING			
				235043	09/13/19-HW-A	09/25/2019		USB09-19	507.06
Invoice:	09/13/19-HW-A					PCD/CAMPBELL'S/LODGING			
				507.06	61011584 443410	PCD - C/E ADM TRAINING			
				235044	08/30/19-TD	09/25/2019		USB09-19	39.23
Invoice:	08/30/19-TD					CRT/CRYSTAL SPRINGS/WATER			
				39.23	21011125 531100	COURT - SUPPLIES			
				235045	09/24/19-TD	09/25/2019		USB09-19	30.50
Invoice:	09/24/19-TD					CRT/ACE/HOOKS FOR BATHROOM			
				30.50	21011125 531100	COURT - SUPPLIES			
				235046	08/27/19-KB	09/25/2019		USB09-19	4.36
Invoice:	08/27/19-KB					HR/AMAZON/CLOCK BATTERIES			
				4.36	33011161 531100	HR-C/E-SUPPLIES			
				235047	08/28/19-KB	09/25/2019		USB09-19	51.53
Invoice:	08/28/19-KB					HR/AMAZON/CLOCK, CERTIFICATES			
				51.53	33011161 531100	HR-C/E-SUPPLIES			
				235048	09/10/19-KB	09/25/2019		USB09-19	70.00
Invoice:	09/10/19-KB					HR/AWC/WAPELRA PRE-CONF			
				70.00	33011164 443410	HR-C/E-TRAINING EXP			
				235049	09/16/19-KB	09/25/2019		USB09-19	90.00
Invoice:	09/16/19-KB					HR/CRAIGSLIST/AD: MAINT TECH			
				90.00	33011161 544000	HR-C/E-ADVERTISING			
				235050	09/18/19-KB	09/25/2019		USB09-19	5.00
Invoice:	09/18/19-KB					HR/IMPARK/PARKING			
				5.00	33011164 443410	HR-C/E-TRAINING EXP			
				235051	09/19/19-KB	09/25/2019		USB09-19	5.00
Invoice:	09/19/19-KB					HR/IMPARK/PARKING			
				5.00	33011164 443410	HR-C/E-TRAINING EXP			
				235052	09/20/19-KB	09/25/2019		USB09-19	5.00
Invoice:	09/20/19-KB					HR/IMPARK/PARKING			
				5.00	33011164 443410	HR-C/E-TRAINING EXP			
				235053	09/23/19-KB	09/25/2019		USB09-19	18.25
Invoice:	09/23/19-KB					HR/T&C/EE APPREC SUPPLIES			
				18.25	33011161 531100	HR-C/E-SUPPLIES			
				235054	09/17/19-KJ	09/25/2019		USB09-19	410.00
Invoice:	09/17/19-KJ					CC/BIMPRD/WARD MEETING			
				410.00	11011116 542450	COMMUNITY OUTREACH/PARTICIPA			

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

INVOICE DTL DESC

				27.24	73637891	531100			OFFICE SUPPLIES		
				235082	09/06/19-CK			09/25/2019	USB09-19		532.62
Invoice: 09/06/19-CK									PW/HILTON/LODGING:JG		
				532.62	73637893	443410			O&M-ALLOC-SWR TRAINING		
				235083	09/12/19-CK			09/25/2019	USB09-19		49.50
Invoice: 09/12/19-CK									PW/DESTTECH PUB/WW PLANT OPS		
				49.50	73425358	531100			O&M-WWTP-SUPPLIES		
				235084	09/14/19-CK			09/25/2019	USB09-19		16.34
Invoice: 09/14/19-CK									PW/ADOBE/PRO SUBX		
				16.34	73411345	549100			DUES/SUBSCRIPTIONS		
				235085	09/18/19-CK			09/25/2019	USB09-19		392.39
Invoice: 09/18/19-CK									PW/COSTCO/WATER		
				392.39	73637891	531100			OFFICE SUPPLIES		
				235086	09/21/19-CK			09/25/2019	USB09-19		87.19
Invoice: 09/21/19-CK									PW/AMAZON/HANDHELD COLORIMETER		
				87.19	73637892	531100			O&M-ALLOC-WTR-CONSUMABLES		

CHECK 351810 TOTAL: 18,844.70

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 18,844.70

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	18,844.70

*** GRAND TOTAL *** 18,844.70

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

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 10	202								
APP 001-213000	10/15/2019	USB09-19	USB	CC		GENERAL - ACCOUNTS PAYABLE		13,712.70	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	10/15/2019	USB09-19	USB	CC		CASH			18,844.70
						AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	10/15/2019	USB09-19	USB	CC		ACCOUNTS PAYABLE		3,225.10	
						AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	10/15/2019	USB09-19	USB	CC		ACCOUNTS PAYABLE		168.74	
						AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000	10/15/2019	USB09-19	USB	CC		STREETS - ACCOUNTS PAYABLE		49.62	
						AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000	10/15/2019	USB09-19	USB	CC		ACCOUNTS PAYABLE		1,234.44	
						AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	10/15/2019	USB09-19	USB	CC		ACCOUNTS PAYABLE		437.76	
						AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000	10/15/2019	USB09-19	USB	CC		ACCOUNTS PAYABLE		16.34	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								18,844.70	18,844.70
APP 631-130000	10/15/2019	USB09-19	USB	CC		DUE TO/FROM CLEARING		17,610.26	
APP 001-130000	10/15/2019	USB09-19	USB	CC		GENERAL - DUE TO/FROM CLEARING			13,712.70
APP 407-130000	10/15/2019	USB09-19	USB	CC		DUE TO/FROM CLEARING			3,225.10
APP 403-130000	10/15/2019	USB09-19	USB	CC		DUE TO/FROM CLEARING			168.74
APP 101-130000	10/15/2019	USB09-19	USB	CC		STREETS - DUE TO/FROM CLEARING			49.62
APP 402-130000	10/15/2019	USB09-19	USB	CC		DUE TO/FROM CLEARING			437.76
APP 401-130000	10/15/2019	USB09-19	USB	CC		DUE TO/FROM CLEARING			16.34
SYSTEM GENERATED ENTRIES TOTAL								17,610.26	17,610.26
JOURNAL 2019/10/202 TOTAL								36,454.96	36,454.96

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	202	10/15/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		13,712.70
001-213000				GENERAL - ACCOUNTS PAYABLE	13,712.70	
				FUND TOTAL	13,712.70	13,712.70
101 STREET FUND	2019 10	202	10/15/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		49.62
101-213000				STREETS - ACCOUNTS PAYABLE	49.62	
				FUND TOTAL	49.62	49.62
401 WATER OPERATING FUND	2019 10	202	10/15/2019			
401-130000				DUE TO/FROM CLEARING		16.34
401-213000				ACCOUNTS PAYABLE	16.34	
				FUND TOTAL	16.34	16.34
402 SEWER OPERATING FUND	2019 10	202	10/15/2019			
402-130000				DUE TO/FROM CLEARING		437.76
402-213000				ACCOUNTS PAYABLE	437.76	
				FUND TOTAL	437.76	437.76
403 STORM & SURFACE WATER FUND	2019 10	202	10/15/2019			
403-130000				DUE TO/FROM CLEARING		168.74
403-213000				ACCOUNTS PAYABLE	168.74	
				FUND TOTAL	168.74	168.74
407 BUILDING & DEVELOPMENT FUND	2019 10	202	10/15/2019			
407-130000				DUE TO/FROM CLEARING		3,225.10
407-213000				ACCOUNTS PAYABLE	3,225.10	
				FUND TOTAL	3,225.10	3,225.10
631 CLEARING FUND	2019 10	202	10/15/2019			
631-130000				DUE TO/FROM CLEARING	17,610.26	
631-213000				ACCOUNTS PAYABLE	1,234.44	
635-111100				CASH		18,844.70
				FUND TOTAL	18,844.70	18,844.70

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		13,712.70
101	STREET FUND		49.62
401	WATER OPERATING FUND		16.34
402	SEWER OPERATING FUND		437.76
403	STORM & SURFACE WATER FUND		168.74
407	BUILDING & DEVELOPMENT FUND		3,225.10
631	CLEARING FUND	17,610.26	
	TOTAL	17,610.26	17,610.26

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

CASH ACCOUNT: 635			111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
						INVOICE DTL DESC				
Invoice: 0114963-IN						PW/237 GAL DIESEL				
				705.58	73638893 532000	O&M-FUEL USE-ALLOCATION				
				235103	0113024-IN	09/19/2019		10/20/19	534.47	
Invoice: 0113024-IN						PW/175 GAL DIESEL				
				534.47	73638893 532000	O&M-FUEL USE-ALLOCATION				
				235104	0113035-IN	09/19/2019		10/20/19	520.67	
Invoice: 0113035-IN						PW/211 GAL UNLEADED				
				520.67	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS				
								CHECK	351816 TOTAL:	3,081.28
351817	10/23/2019	PRTD	5161 APPLY-A-LINE INC	235284	PAYREQ1-235-2019	09/13/2019		10/20/19	90,687.76	
Invoice: PAYREQ1-235-2019						2019 ROAD STRIPING				
				90,687.76	73111264 54810000235	ROAD STRIPING-CONTRACT WORK				
								CHECK	351817 TOTAL:	90,687.76
351818	10/23/2019	PRTD	7821 AUS WEST LOCKBOX	235196	1991443078	10/03/2019		10/20/19	53.99	
Invoice: 1991443078						PW/LAUNDRY SERVICE				
				53.99	73638893 589310	LAUNDRY SERVICES				
								CHECK	351818 TOTAL:	53.99
351819	10/23/2019	PRTD	2138 ASPECT CONSULTING LL	235169	34557	09/26/2019		10/20/19	280.50	
Invoice: 34557						ENG/WQFM SVCS AUG 2019				
				280.50	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS				
								CHECK	351819 TOTAL:	280.50
351820	10/23/2019	PRTD	1235 AT&T ONENET SERVICE	235105	1270783402	10/01/2019		10/20/19	14.77	
Invoice: 1270783402						FIN/FAX LONG DIST OCT19				
				14.77	91011189 542100	GG-C/E-CITY HALL-PHONE				
				235106	1270791322	10/01/2019		10/20/19	4.66	
Invoice: 1270791322						PCD/FAX LONG DIST OCT19				
				.66	91011189 542100	GG-C/E-CITY HALL-PHONE				
								CHECK	351820 TOTAL:	15.43
351821	10/23/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	235107	BAIN1909983	09/30/2019		10/20/19	335.00	
Invoice: BAIN1909983						FIN/PHN & WEB PMT SVCS				
				167.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE				
				167.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE				
				235108	BAIN1909028	09/30/2019		10/20/19	150.00	

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
Invoice: BAIN1909028						FIN/REMIT SEP19: B&O			
				150.00	41011141 541100				
								FIN - C/E ADMIN PROF SERVICES	
								CHECK 351821 TOTAL:	485.00
351822	10/23/2019	PRTD	47 BAINBRIDGE DISPOSAL	235109	0000905049	09/30/2019		10/20/19	342.01
			Invoice: 0000905049					CH DISP SVC SEP 2019	
				342.01	91011189 547900			GG-C/E-CITY HALL-GARBAGE	
				235110	0000904849	09/30/2019		10/20/19	1,790.24
			Invoice: 0000904849					CITYWIDE DISPOSAL SVCS SEP 2019	
				140.98	91011215 547900			GG-C/E-PD-GARBAGE	
				176.00	91111427 547900			GG-STREET-ROADSIDE-GARBAGE	
				435.42	91011768 547900			GG-C/E-PARKS-GARBAGE	
				424.31	91425358 547900			GG-WWTP-GARBAGE (NOT BIOSOLIDS)	
				594.05	91011897 547900			GG-C/E-O&M YARD FAC-GARBAGE	
				9.74	91111427 547900			GG-STREET-ROADSIDE-GARBAGE	
				9.74	91111427 547900			GG-STREET-ROADSIDE-GARBAGE	
				235111	0000905110	09/30/2019		10/20/19	76.72
			Invoice: 0000905110					BIG BELLY DISP SVCS SEP 2019	
				76.72	91011189 547903			BIG BELLY SOLAR GARBAGE CANS	
				235112	0000904811	09/30/2019		10/20/19	260.74
			Invoice: 0000904811					SS/COMMONS DISP SVCS SEP 2019	
				260.74	91011755 547900			GG-C/E-COMMONS-GARBAGE	
								CHECK 351822 TOTAL:	2,469.71
351823	10/23/2019	PRTD	54 BAINBRIDGE RENTAL IN	235124	CON#54733	10/03/2019		10/20/19	81.36
			Invoice: CON#54733					PW/HAND PRUNER, TRIMMER LINE	
				81.36	73111262 531100			O&M-RDS-TRAILS-SUPPLIES	
								CHECK 351823 TOTAL:	81.36
351824	10/23/2019	PRTD	55 BI REVIEW SUBSCRIPTI	235113	BI-0000210124-19	10/07/2019		10/20/19	96.00
			Invoice: BI-0000210124-19					PW/104 ISSUE RENEWAL	
				96.00	73011897 549100			O&M-C/E-PWYD FAC-DUES/SUBCRIP	
								CHECK 351824 TOTAL:	96.00
351825	10/23/2019	PRTD	55 SOUND PUBLISHING, IN	235114	BIR876096	10/04/2019		10/20/19	75.56
			Invoice: BIR876096					PCD/NOA: PLN51426 SPT	
				75.56	63470586 544000			CUR-DEV-ZONING-ADV	
				235115	BIR876098	10/04/2019		10/20/19	75.56
			Invoice: BIR876098					PCD/NOA: PLN51487 SPT	
				75.56	63470586 544000			CUR-DEV-ZONING-ADV	

CASH ACCOUNT: 635			111100		CASH					
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								CHECK	351828 TOTAL:	20,766.47
351829	10/23/2019	PRTD	2476 BISSC	235125	Q3-2019	10/04/2019		10/20/19	11,250.00	
			Invoice: Q3-2019							
				11,250.00	31017690	54110000297	Q3 2019 COMMUNITY SERVICES FUND SEN CENTER-OPER SUPPORT			
								CHECK	351829 TOTAL:	11,250.00
351830	10/23/2019	PRTD	5016 BAINBRIDGE ISLAND BO	235126	Q32019	10/03/2019		10/20/19	7,136.26	
			Invoice: Q32019							
				7,136.26	31017540	54110000297	Q3 2019 COMMUNITY SERVICES FUND EX-BI CHILD CARE/B&G CLUB			
								CHECK	351830 TOTAL:	7,136.26
351831	10/23/2019	PRTD	4901 BRABER EQUIPMENT	235197	355696	10/03/2019		10/20/19	48.95	
			Invoice: 355696							
				24.48	73637958	531100	PW/TERRAIN KING NUTS ROADSIDE MOWER ALLOC-SUPPLIES			
				24.47	73637958	531100	ROADSIDE MOWER ALLOC-SUPPLIES			
								CHECK	351831 TOTAL:	48.95
351832	10/23/2019	PRTD	9303 BOBBIE LEE BURKHOLDE	235267	8016-001-107-0005	10/09/2019		10/20/19	95.04	
			Invoice: 8016-001-107-0005							
				95.04	43134	343830	PARTIAL SSWM REFUND 2019 STORM DRAINAGE FEES			
								CHECK	351832 TOTAL:	95.04
351833	10/23/2019	PRTD	9102 KAREN LOUISE CARNOT	235268	4185-003-005-0107	10/09/2019		10/20/19	95.04	
			Invoice: 4185-003-005-0107							
				95.04	43134	343830	PARTIAL SSWM REFUND 2019 STORM DRAINAGE FEES			
								CHECK	351833 TOTAL:	95.04
351834	10/23/2019	PRTD	7621 CAROLLO ENGINEERS IN	235172	0181128	10/09/2019		10/20/19	406.10	
			Invoice: 0181128							
				406.10	72411345	54110000336	UPDATE WATER MODELING CONTRACT ANNUAL WATER MAINS PRES-PROFSV			
								CHECK	351834 TOTAL:	406.10
351835	10/23/2019	PRTD	551 CENTURYLINK	235288	5596OCT19	10/07/2019		10/20/19	86.99	
			Invoice: 5596OCT19							
				86.99	91011757	542100	E-PHONE @ WFP DOCK GG-GF-WFP DOCK-PHONE			

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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

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									86.99
									CHECK 351835 TOTAL:
351836	10/23/2019	PRTD	9294 VICTORIA BRAZITIS	235127	1004	10/01/2019		10/20/19	3,432.00
Invoice: 1004						EX/CONSULTING SVCS SEPT 2019			
				3,432.00	31011131 541100	EX-GF-PROF SERVICES			
									CHECK 351836 TOTAL:
									3,432.00
351837	10/23/2019	PRTD	8491 CHUCKALS, INC.	235128	999818-0	10/02/2019		10/20/19	129.30
Invoice: 999818-0						CRT/OFFICE SUPPLIES			
				129.30	21011125 531100	COURT - SUPPLIES			
						09/26/2019		10/20/19	249.48
Invoice: 999200-0						CRT/OFFICE SUPPLIES			
				249.48	21011125 531100	COURT - SUPPLIES			
									CHECK 351837 TOTAL:
									378.78
351838	10/23/2019	PRTD	460 CITY OF BAINBRIDGE I	235130	POL-2019-09	09/30/2019		10/20/19	9.30
Invoice: POL-2019-09						POL/PETTY CASH REIMB SEP 19			
				9.30	51011215 531100	POLICE - C/E FACIL SUPPLIES			
									CHECK 351838 TOTAL:
									9.30
351839	10/23/2019	PRTD	103 CITY OF BAINBRIDGE I	235131	21900208	10/08/2019		10/20/19	99.08
Invoice: 21900208						PW/SEPT 2019 SAND WELL WATER			
				43.28	73111290 547500	O&M-STREET-ADM OH-CITY WTR/SWR			
				55.80	73431835 547500	O&M-SSWM MAINT-CITY WTR/SWR			
									CHECK 351839 TOTAL:
									99.08
351840	10/23/2019	PRTD	104 CITY OF BREMERTON	235132	BKAT000505	10/01/2019		10/20/19	2,840.75
Invoice: BKAT000505						IT/BKAT-OCT 2019			
				2,840.75	81011881 542420	IT-C/E-TELEVISTED COUNCIL MEET			
									CHECK 351840 TOTAL:
									2,840.75
351841	10/23/2019	PRTD	8435 COATES DESIGN INC	235173	124132	10/10/2019		10/20/19	23,019.13
Invoice: 124132						DESIGN SERVICES-POLICE & COURT			
				23,019.13	72311942 64110000724	PD/COURT BLDG-PROF SVCS/DESIGN			
									CHECK 351841 TOTAL:
									23,019.13

CASH ACCOUNT: 635			111100	CASH						
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INVOICE DTL DESC										
351842	10/23/2019	PRTD	8111 COMMUNITY SOLAR SOLU	235133	SEP-19	10/01/2019		10/20/19	153.07	
	Invoice: SEP-19		SEP 2019 SOLAR NET METERING							
			153.07	91011189	54500000627	CH SOLAR-NET METERING PYMTS				
						CHECK	351842	TOTAL:	153.07	
351843	10/23/2019	PRTD	8193 CONTECH ENGINEERED S	235174	19177372	09/26/2019		10/20/19	2,485.20	
	Invoice: 19177372		PW/CART REFURBS							
			2,485.20	73431835	53110000748	CONTECH STORM FILTERS-SUPPLIES				
						CHECK	351843	TOTAL:	2,485.20	
351844	10/23/2019	PRTD	7965 SHH	235135	15407	10/01/2019		10/20/19	325.15	
	Invoice: 15407		CRT/DRUG TESTING KITS (50)							
			325.15	21011125	531100	COURT - SUPPLIES				
						CHECK	351844	TOTAL:	325.15	
351845	10/23/2019	PRTD	4469 CYBERNETICS	235269	803247	10/07/2019		10/20/19	2,655.00	
	Invoice: 803247		IT/STORAGE HARDWARE, ANNUAL MX							
			2,655.00	81011881	548500	IT - C/E COMPUTER SUPPORT				
						CHECK	351845	TOTAL:	2,655.00	
351846	10/23/2019	PRTD	9305 B.H. DAMERON	235272	4185-004-011-0008	10/09/2019		10/20/19	95.04	
	Invoice: 4185-004-011-0008		PARTIAL SSWM REFUND 2019							
			95.04	43134	343830	STORM DRAINAGE FEES				
						CHECK	351846	TOTAL:	95.04	
351847	10/23/2019	PRTD	8870 EN POINTE TECHNOLOGI	235136	900657278	09/12/2019		10/20/19	1,377.41	
	Invoice: 900657278		IT/PROJECT ONLINE SOFTWARE							
			1,377.41	81011881	548500	IT - C/E COMPUTER SUPPORT				
						CHECK	351847	TOTAL:	1,377.41	
351848	10/23/2019	PRTD	4503 ENVIRONMENTAL SYSTEM	235141	93709687	10/02/2019		10/20/19	3,762.68	
	Invoice: 93709687		IT/GIS SOFTWARE MAINT							
			3,762.68	81011881	548500	IT - C/E COMPUTER SUPPORT				
						CHECK	351848	TOTAL:	3,762.68	

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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

351849 10/23/2019 PRD 8238 EXELTECH CONSULTING, 235290 1907-06 10/14/2019 10/20/19 1,374.50
 Invoice: 1907-06 OLYMPIC DRIVE NM IMPROVEMENTS

1,374.50 72334951 66300200596 SR305-OLYMPIC NM-CONSTR ADMIN

CHECK 351849 TOTAL: 1,374.50

351850 10/23/2019 PRD 7510 EXPERIAN 235176 CD2006001852 09/27/2019 10/20/19 92.65
 Invoice: CD2006001852 POL/INFORMATION SERVICES

92.65 52011212 549100 PD-C/E-INV-DUES/SUBSCR/MEMBRSH

CHECK 351850 TOTAL: 92.65

351851 10/23/2019 PRD 5781 EXTERMINATION SERVIC 235142 33535 09/27/2019 10/20/19 283.40
 Invoice: 33535 PW/ANT TREATMENT

283.40 73011897 548100 O&M-C/E-PWYD FAC-REPAIRS

CHECK 351851 TOTAL: 283.40

351852 10/23/2019 PRD 212 FABRICARE 02 - PLANT 235177 10/01/2019 10/01/2019 281.24
 Invoice: 10/01/2019 POL/LAUNDRY SERVICE

123.04 51011211 520000 PD-C/E ADMIN-BENEFITS
 44.66 52011212 520000 POLICE - C/E INVEST BENEFITS
 96.42 53011212 520000 POLICE - C/E PATROL BENEFITS
 17.12 55011757 520000 PD-HARBORMASTER-BENEFITS

CHECK 351852 TOTAL: 281.24

351853 10/23/2019 PRD 1953 FERGUSON ENTERPRISES 235144 0812361 09/25/2019 10/20/19 974.46
 Invoice: 0812361 PW/PIPE (100FT)

974.46 73431835 531100 OFFICE SUPPLIES

Invoice: 0815891

235198 0815891 10/04/2019 10/20/19 145.71
 PW/STRAW WATTLES (4)
 145.71 73431835 531100 OFFICE SUPPLIES

Invoice: 0815298

235199 0815298 10/02/2019 10/20/19 210.13
 PW/COUPLINGS, PVC SEWER PIPE
 210.13 73421355 531100 WIN COLL-SUPPLIES

CHECK 351853 TOTAL: 1,330.30

351854 10/23/2019 PRD 131 FORD MANUFACTURING I 235145 4207 09/25/2019 10/20/19 416.65
 Invoice: 4207 PW/CONVEYOR BELT

416.65 73637943 531100 DITCHMASTER R&M-SUPPLIES

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CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									CHECK 351854 TOTAL: 416.65
351855	10/23/2019	PRTD	6940 FREMONT ANALYTICAL	235178	1909036	09/27/2019		10/20/19	5,075.00
			Invoice: 1909036						
						ENG/WQFMP PROF SVCS			
						5,075.00 72011319 54110000809	WTR QUAL & FLOW MONIT-PRO SVCS		
						235200 1909196	10/10/2019	10/20/19	7,990.00
			Invoice: 1909196						
						ENG/WQFMP PROF SVCS			
						7,990.00 72011319 54110000809	WTR QUAL & FLOW MONIT-PRO SVCS		
									CHECK 351855 TOTAL: 13,065.00
351856	10/23/2019	PRTD	5062 FRIENDS OF THE FARMS	235146	Q3 2019	10/03/2019		10/20/19	16,250.00
			Invoice: Q3 2019						
						EX/Q3 2019 PROF SVCS			
						16,250.00 31011131 54110001019	FOTF-FARM MNGT SVCS		
									CHECK 351856 TOTAL: 16,250.00
351857	10/23/2019	PRTD	7451 GOOD TO GO!	235179	TB-192897305	09/16/2019		10/20/19	7.00
			Invoice: TB-192897305						
						EX/NARROWS TOLL: AL			
						7.00 31011256 443410	EX-GF-EMERG PREP-TRAINING		
									CHECK 351857 TOTAL: 7.00
351858	10/23/2019	PRTD	8955 GRANICUS	235147	117956	09/27/2019		10/20/19	1,200.00
			Invoice: 117956						
						EXCC/AGENDA MINS TEMPLATE PRO SVC			
						1,200.00 36011143 541100	CLERK-C/E-PROF SVCS		
									CHECK 351858 TOTAL: 1,200.00
351859	10/23/2019	PRTD	1517 GUARDIAN SECURITY SY	235148	955263	10/01/2019		10/20/19	47.96
			Invoice: 955263						
						POL/ALARM MONITORING			
						47.96 51011215 541100	POLICE - C/E FACIL PROF SVCS		
									CHECK 351859 TOTAL: 47.96
351860	10/23/2019	PRTD	253 HACH COMPANY	235149	11650339	09/24/2019		10/20/19	378.55
			Invoice: 11650339						
						PW/DPD FREE REFILL VIAL(6)			
						378.55 73411345 531100	OFFICE SUPPLIES		
									CHECK 351860 TOTAL: 378.55
351861	10/23/2019	PRTD	9038 HEDEEN & CADITZ, PLL	235150	8953	10/02/2019		10/20/19	450.00
			Invoice: 8953						
						LEGAL/PRO SVCS: NORDLAND			
						450.00 32011262 54111000668	LGL-STO PRE-DEFENSE NORDLAND		

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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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
								CHECK 351861 TOTAL:	450.00
351862	10/23/2019	PRTD	9296 HOUDEK, GEORGE & MYR	234831	81056	10/07/2019		10/20/19	1,000.00
			Invoice: 81056					UB 11952 244 PARFITT WAY SW	
				1,000.00	411 122100			WATER ACCOUNTS RECEIVABLE	
								CHECK 351862 TOTAL:	1,000.00
351863	10/23/2019	PRTD	277 INSLEE, BEST, DOEZIE	235286	251042	10/08/2019		10/20/19	8,404.40
			Invoice: 251042					HR/EMPLMNT INV. AUG-SEP 2019	
				8,404.40	33011161 541100			HR-C/E-PROF SVCS	
								CHECK 351863 TOTAL:	8,404.40
351864	10/23/2019	PRTD	8381 INVINTUS MEDIA, INC	235151	7835	10/07/2019		10/20/19	87.86
			Invoice: 7835					IT/STREAMING MEDIA HOSTING SEP 19	
				87.86	81011881 548500			IT - C/E COMPUTER SUPPORT	
								CHECK 351864 TOTAL:	87.86
351865	10/23/2019	PRTD	8894 BAINBRIDGE ISLAND TH	235154	Q3 2019	09/03/2019		10/20/19	1,500.00
			Invoice: Q3 2019					Q3 2019 CULTURAL FUNDING - TEN-MINUTE	
				1,500.00	31011732 54110000297			EX-GF-CULTURAL ARTS & SCIENCES	
								CHECK 351865 TOTAL:	1,500.00
351866	10/23/2019	PRTD	9297 JEFFERSON FINE HOMEB	235155	PLN50499 SUR	10/03/2019		10/20/19	1,074.00
			Invoice: PLN50499 SUR					PLN50499 SURETY DEP RETURN	
				1,074.00	62338 386000			SURETY DEPOSITS CUS	
								CHECK 351866 TOTAL:	1,074.00
351867	10/23/2019	PRTD	7449 JOHNSON SQUARED INC.	235156	BLD24278 R-GAR	10/09/2019		10/20/19	594.54
			Invoice: BLD24278 R-GAR					BLD24278 CANCELLED PERMIT	
				594.54	47148 322100			BUILDINGS, STRUCT. & EQ	
				235157	BLD24279 R-ADU	10/09/2019		10/20/19	1,058.22
			Invoice: BLD24279 R-ADU					BLD24279 CANCELLED PERMIT	
				1,058.22	47148 322100			BUILDINGS, STRUCT. & EQ	
								CHECK 351867 TOTAL:	1,652.76

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

										INVOICE DTL DESC			
Invoice: 25717889										235273 25717889	10/14/2019	10/20/19	239.26
										PCD/E-STUDIO 4555C COPIER LEASE			
										239.26 61470581 545000	PCD - DEV ADMIN RENTS & LEASES		
											CHECK	351873 TOTAL:	518.30
351874 10/23/2019 PRTD 4792 KILBOURNE & KILBOURN Invoice: 97201										235201 97201	09/27/2019	10/20/19	663.35
										HR/SVC AWARD PINS			
										663.35 33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES		
											CHECK	351874 TOTAL:	663.35
351875 10/23/2019 PRTD 8135 MIDWEST MOTOR SUPPLY Invoice: 7442251										235190 7442251	09/30/2019	10/20/19	489.44
										PW/SUPPLIES			
										489.44 73638935 531100	O&M-STD ALLOCATION-SUPPLIES		
											CHECK	351875 TOTAL:	489.44
351876 10/23/2019 PRTD 694 KITSAP PUD #1 Invoice: JUL19-SEP19										235191 JUL19-SEP19	09/16/2019	10/20/19	38.83
										WATER/LOT 1 BELFAIR AVE NE			
										38.83 91011768 547500	GG-C/E-PARKS-WTR/SWR		
											CHECK	351876 TOTAL:	38.83
351877 10/23/2019 PRTD 8398 KITSAP COMMUNITY RES Invoice: 3-2019										235193 3-2019	09/16/2019	10/20/19	4,813.53
										2019 COMMUNITY SERVICES FUN			
										4,813.53 31017654 54110000297	KITSAP COMM RESOURCES-HOMELESS		
											CHECK	351877 TOTAL:	4,813.53
351878 10/23/2019 PRTD 7089 KITSAP SAFETY Invoice: 15614										235194 15614	10/02/2019	10/20/19	117.08
										PW/BATTERY PACK FOR G450/460			
										117.08 73421355 531100	WIN COLL-SUPPLIES		
											CHECK	351878 TOTAL:	117.08
351879 10/23/2019 PRTD 309 KITSAP TIRE CENTER I Invoice: 223855										235202 223855	10/04/2019	10/20/19	916.60
										PW/SVC CALL VEH 30			
										916.60 73111427 548100	O&M-ACCESS RDSIDE R&M		
											CHECK	351879 TOTAL:	916.60
351880 10/23/2019 PRTD 5011 LEXISNEXIS RISK SOLU Invoice: 1272084-20190930										235203 1272084-20190930	09/30/2019	10/20/19	163.50
										POL/INFO SVCS			
										163.50 52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH		

CASH ACCOUNT: 635			111100		CASH				
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
									CHECK 351880 TOTAL: 163.50
351881	10/23/2019	PRTD	6333 MASCO PETROLEUM	235204	0282263-IN	09/20/2019		10/20/19	5,101.26
			Invoice: 0282263-IN			PW/FLEET FLUIDS			
				5,101.26	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
									CHECK 351881 TOTAL: 5,101.26
351882	10/23/2019	PRTD	8375 MOORE IACOFANO GOLTS	235206	0060856	10/02/2019		10/20/19	15,285.38
			Invoice: 0060856			CONSTRUCTION ADMINISTRATION SU			
				15,285.38	72334951 66300300596	SR305-OLYMPIC NM-CONSTR PH ENG			
									CHECK 351882 TOTAL: 15,285.38
351883	10/23/2019	PRTD	7038 MOON SECURITY SERVIC	235207	1000699	09/30/2019		10/20/19	1,170.50
			Invoice: 1000699			CRT/HOUSE ARREST MONIT SEP 19			
				1,170.50	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT			
				235208	995952	08/31/2019		10/20/19	1,030.00
			Invoice: 995952			CRT/HOUSE ARREST MONIT AUG 19			
				1,030.00	21011232 545000	COURT-ELECT HOME DET'N-EQ RENT			
									CHECK 351883 TOTAL: 2,200.50
351884	10/23/2019	PRTD	8887 NCSI	235209	146515	10/01/2019		10/20/19	277.50
			Invoice: 146515			EX/WFR BACKGROUND CHECKS			
				277.50	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			
									CHECK 351884 TOTAL: 277.50
351885	10/23/2019	PRTD	4111 OLYMPIC SPRINGS INC	235210	323101	09/30/2019		10/20/19	80.17
			Invoice: 323101			POL/PURIFIED WATER			
				80.17	51011215 531100	POLICE - C/E FACIL SUPPLIES			
									CHECK 351885 TOTAL: 80.17
351886	10/23/2019	PRTD	7925 OMNIPARK, INC	235211	120655	10/01/2019		10/20/19	379.32
			Invoice: 120655			POL/PARKING SYSTEM SUPPORT			
				379.32	51011217 548500	PD-C/E-PARKING ENF-COMP SUPPOR			
									CHECK 351886 TOTAL: 379.32

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

351887	10/23/2019	PRTD	8286 SUPERINTENDENT OF P	235212	15562	10/04/2019		10/20/19	226.25	
			Invoice: 15562							
				226.25	65438	386110	POL/FINGERPRINTING			
				AGENCY-FINGERPRINT REV TO SPI						
351887	10/23/2019	PRTD	8286 SUPERINTENDENT OF P	235213	15537	09/27/2019		10/20/19	497.75	
			Invoice: 15537							
				497.75	65438	386110	POL/FINGERPRINTING			
				AGENCY-FINGERPRINT REV TO SPI						
								CHECK	351887 TOTAL:	724.00
351888	10/23/2019	PRTD	8895 OVATION! PERFORMING	235214	Q3-2019	10/03/2019		10/20/19	3,125.00	
			Invoice: Q3-2019							
				3,125.00	31011732	54110000297	Q3 CULTURAL FUNDING - OPERATING S			
				EX-GF-CULTURAL ARTS & SCIENCES						
								CHECK	351888 TOTAL:	3,125.00
351889	10/23/2019	PRTD	8544 PHILANTHROPY NORTHWE	235291	TGP 3280	09/30/2019		10/20/19	3,268.23	
			Invoice: TGP 3280							
				3,268.23	31017572	54110000297	2020-2021 CULTURAL FUNDING PRO			
				EX-COMMUNITY FUNDING RESOURCES						
								CHECK	351889 TOTAL:	3,268.23
351890	10/23/2019	PRTD	4800 PRR INC	235216	4214.01-01	10/08/2019		10/20/19	8,464.04	
			Invoice: 4214.01-01							
				8,464.04	31011572	541100	EX/I-976 INFO MATERIALS			
				EX-GF-OUTREACH-PROF SVCS						
								CHECK	351890 TOTAL:	8,464.04
351891	10/23/2019	PRTD	2203 PUBLIC SAFETY TESTIN	235274	2019-0574	10/08/2019		10/20/19	264.00	
			Invoice: 2019-0574							
				264.00	91011211	541100	CS/TESTING SVCS Q3 2019			
				GG-C/E-CIVIL SVC-PROF SVCS						
								CHECK	351891 TOTAL:	264.00
351892	10/23/2019	PRTD	2203 PST INVESTIGATIONS	235287	PSTI19-0180	10/09/2019		10/20/19	2,340.00	
			Invoice: PSTI19-0180							
				2,340.00	51011211	541100	POL/INV & REPORT			
				PD-C/E-ADM-PROF SVCS						
								CHECK	351892 TOTAL:	2,340.00
351893	10/23/2019	PRTD	1205 PUGET SOUND ENERGY	235292	9932SEP19	10/08/2019		10/20/19	10.43	
			Invoice: 9932SEP19							
				10.43	91011739	547100	184 WINSLOW WAY E			
				COMM EVENTS-ELECTRICITY						
				235293	3319SEP19		10/08/2019	10/20/19	15.97	

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									CHECK 351899 TOTAL: 331.82
351900	10/23/2019	PRTD	9302 ISHYA SILPILKUL	235276	8150-000-001-0000	10/09/2019		10/20/19	95.04
			Invoice: 8150-000-001-0000						
				95.04	43134 343830	PARTIAL SSWM REFUND 2019			
						STORM DRAINAGE FEES			
									CHECK 351900 TOTAL: 95.04
351901	10/23/2019	PRTD	601 SOUND REPROGRAPHICS	235223	73494	09/30/2019		10/20/19	124.55
			Invoice: 73494						
				124.55	31011572 549500	EX/FACT SHEETS			
						EX-GF-OUTREACH-PRINTING			
									CHECK 351901 TOTAL: 124.55
351902	10/23/2019	PRTD	8738 SPEAKWRITE, LLC	235224	28E8D9A0	10/01/2019		10/20/19	282.00
			Invoice: 28E8D9A0						
				282.00	52011212 541100	POL/TRANSCRIPTION			
						POLICE - C/E INVEST PROF SVCS			
									CHECK 351902 TOTAL: 282.00
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235225	19-07578	10/03/2019		10/20/19	21.16
			Invoice: 19-07578						
				21.16	73415345 54110000391	PW/ROCKAWAY TESTING			
						LAB SVCS-WATER ROCKAWAY			
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235226	19-07538	10/03/2019		10/20/19	165.60
			Invoice: 19-07538						
				165.60	73011897 54110000391	PW/PW LEAD & COPPER TESTING			
						LAB SVCS-PWY FAC			
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235227	19-07539	10/03/2019		10/20/19	78.20
			Invoice: 19-07539						
				78.20	73011897 54110000391	PW/PW ECOLI TESTING			
						LAB SVCS-PWY FAC			
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235230	19-07577	10/03/2019		10/20/19	63.48
			Invoice: 19-07577						
				63.48	73411345 54110000391	PW/ECOLI TESTING			
						LAB SVCS-WATER			
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235231	19-07427	09/30/2019		10/20/19	94.53
			Invoice: 19-07427						
				94.53	73415345 54110000391	PW/ROCKAWAY TESTING			
						LAB SVCS-WATER ROCKAWAY			
351903	10/23/2019	PRTD	8132 SPECTRA LABORATORIES	235232	19-07319	09/25/2019		10/20/19	381.80
			Invoice: 19-07319						
				381.80	73411345 54110000391	PW/WELL TESTING			
						LAB SVCS-WATER			
									CHECK 351903 TOTAL: 804.77

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 09/18/19						EX/SEPT BDAY COOKIES			
				15.98	31011131 531100	EX-GF-SUPPLIES			
				235297	10/14/19	10/14/2019		10/20/19	4.98
Invoice: 10/14/19						CC/CFAC MEETING SNACKS			
				4.98	11011116 531100	COUNCIL - SUPPLIES			
								CHECK 351910 TOTAL:	87.79
351911	10/23/2019	PRTD	2190 UNITED PARCEL SERVIC	235256	000028Y3Y1399	09/28/2019		10/20/19	24.13
Invoice: 000028Y3Y1399						POL/SHIPPING			
				24.13	91011215 542500	GG-C/E-PD-POSTAGE			
								CHECK 351911 TOTAL:	24.13
351912	10/23/2019	PRTD	1152 USA BLUE BOOK	235257	020300	09/25/2019		10/20/19	257.84
Invoice: 020300						PW/LATEX GLOVES			
				257.84	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK 351912 TOTAL:	257.84
351913	10/23/2019	PRTD	553 UTILITIES UNDERGROUN	235259	9090128	09/30/2019		10/20/19	234.78
Invoice: 9090128						PW/EXCAVATION NOTICES SEPT 2019			
				234.78	73637893 54110000393	O&M ALLOC-LOCATING SVCS			
								CHECK 351913 TOTAL:	234.78
351914	10/23/2019	PRTD	1485 VERIZON WIRELESS	235280	9839260801	10/01/2019		10/20/19	3,863.24
Invoice: 9839260801						CITYWIDE PHN SVCS			
				3,863.24	91011189 542100	GG-C/E-CITY HALL-PHONE			
								CHECK 351914 TOTAL:	3,863.24
351915	10/23/2019	PRTD	8896 VISIT KITSAP PENINSU	235281	11245	09/29/2019		10/20/19	3,000.00
Invoice: 11245						Q3 2019 LTAC - LODGING & TOURISM			
				3,000.00	91140573 541100	GG-TOUR-PROF SERVICES			
								CHECK 351915 TOTAL:	3,000.00
351916	10/23/2019	PRTD	4104 WA ST FERRIES	235260	RK335503	09/30/2019		10/20/19	497.80
Invoice: RK335503						SEP19 WAVE2GO FERRY CHARGES			
				46.80	31011131 543100	EX-GF-TRAVEL/MEALS/LODGING			
				85.10	41011141 543100	FIN - C/E ADMIN TRAVEL EXPENSE			
				161.70	53011212 543100	PATROL-TRAVEL/MEALS/LODGING			
				19.15	61011581 543100	PCD - C/E ADMIN TRAVEL EXPENSE			
				176.55	72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				235242	491640	10/09/2019		10/20/19	106.89
Invoice: 491640				106.89	990 141100	PW/FILTERS (OIL,FUEL, AIR) MERCHANDISE			
				235243	491032	10/07/2019		10/20/19	87.91
Invoice: 491032				87.91	73411345 531100	PW/TURBO HOSE OFFICE SUPPLIES			
				235244	490403	10/04/2019		10/20/19	248.39
Invoice: 490403				248.39	73426355 531100	PW/HOTSHOT O&M-SIS-SUPPLIES			
				235245	490218	10/03/2019		10/20/19	80.31
Invoice: 490218				80.31	990 141100	PW/FILTERS (AIR, FUEL) MERCHANDISE			
				235246	489234	09/30/2019		10/20/19	51.69
Invoice: 489234				4.86	990 141100	PW/CAR WAX, FILTER, LAMPS MERCHANDISE			
				46.83	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				235247	490057	10/03/2019		10/20/19	180.98
Invoice: 490057				180.98	990 141100	PW/FILTERS MERCHANDISE			
				235248	489893	10/02/2019		10/20/19	207.02
Invoice: 489893				207.02	990 141100	PW/FILTERS, COOLANT MERCHANDISE			
				235249	489086	09/30/2019		10/20/19	56.56
Invoice: 489086				56.56	990 141100	PW/FILTERS MERCHANDISE			
				235250	488653	09/27/2019		10/20/19	78.41
Invoice: 488653				78.41	73638935 531100	PW/BLUE DEF 2.5 GAL O&M-STD ALLOCATION-SUPPLIES			
				235252	487440	09/23/2019		10/20/19	27.65
Invoice: 487440				27.65	990 141100	PW/FILTERS MERCHANDISE			
				235254	480958	08/28/2019		10/20/19	138.66
Invoice: 480958				138.66	990 141100	PW/FILTERS MERCHANDISE			
				235255	475170	08/06/2019		10/20/19	9.24
Invoice: 475170				9.24	990 141100	PW/FILTERS MERCHANDISE			
								CHECK 351921 TOTAL:	1,348.16

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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

 351922 10/23/2019 PRD 2607 ZEE MEDICAL SERVICE 235263 68386952 10/01/2019 10/20/19 64.64
 Invoice: 68386952 POL/FIRST AID RESTOCK
 64.64 51011215 531100 POLICE - C/E FACIL SUPPLIES
 - CHECK 351922 TOTAL: 64.64

NUMBER OF CHECKS 112 *** CASH ACCOUNT TOTAL *** 394,438.67

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	112	394,438.67

*** GRAND TOTAL *** 394,438.67

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE							LINE DESC			
2019 10	232	APP 001-213000					GENERAL - ACCOUNTS PAYABLE		128,105.48	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100							CASH			394,438.67
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000							ACCOUNTS PAYABLE		69,903.33	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000							ACCOUNTS PAYABLE		15,186.62	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000							STREETS - ACCOUNTS PAYABLE		92,207.70	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000							ACCOUNTS PAYABLE		9,437.97	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000							ACCOUNTS PAYABLE		4,516.53	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000							ACCOUNTS PAYABLE		5,260.99	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000							CIVIC IMPR - ACCOUNTS PAYABLE		23,766.47	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000							ACCOUNTS PAYABLE		39,679.01	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000							ACCOUNTS PAYABLE		1,074.00	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000							ACCOUNTS PAYABLE		4,488.40	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000							ACCOUNTS PAYABLE		812.17	
10/23/2019	10/20/19		102319				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									394,438.67	394,438.67
APP 631-130000							DUE TO/FROM CLEARING		385,000.70	
10/23/2019	10/20/19		102319							
APP 001-130000							GENERAL - DUE TO/FROM CLEARING			128,105.48
10/23/2019	10/20/19		102319							
APP 402-130000							DUE TO/FROM CLEARING			69,903.33
10/23/2019	10/20/19		102319							
APP 401-130000							DUE TO/FROM CLEARING			15,186.62
10/23/2019	10/20/19		102319							
APP 101-130000							STREETS - DUE TO/FROM CLEARING			92,207.70
10/23/2019	10/20/19		102319							
APP 403-130000							DUE TO/FROM CLEARING			4,516.53
10/23/2019	10/20/19		102319							
APP 407-130000							DUE TO/FROM CLEARING			5,260.99
10/23/2019	10/20/19		102319							
APP 104-130000							CIVIC IMPR DUE TO/FROM CLEAR'G			23,766.47
10/23/2019	10/20/19		102319							
APP 301-130000							DUE TO/FROM CLEARING			39,679.01

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC					
10/23/2019	10/20/19	102319										
APP 622-130000							DUE TO/FROM CLEARING					1,074.00
10/23/2019	10/20/19	102319										
APP 650-130000							DUE TO/FROM CLEARING					4,488.40
10/23/2019	10/20/19	102319										
APP 901-130000							DUE TO/FROM CLEARING					812.17
10/23/2019	10/20/19	102319										
							SYSTEM GENERATED ENTRIES TOTAL				385,000.70	385,000.70
							JOURNAL 2019/10/232	TOTAL			779,439.37	779,439.37

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	232	10/23/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		128,105.48
001-213000				GENERAL - ACCOUNTS PAYABLE	128,105.48	
				FUND TOTAL	128,105.48	128,105.48
101 STREET FUND	2019 10	232	10/23/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		92,207.70
101-213000				STREETS - ACCOUNTS PAYABLE	92,207.70	
				FUND TOTAL	92,207.70	92,207.70
104 CIVIC IMPROVEMENT FUND	2019 10	232	10/23/2019			
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		23,766.47
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	23,766.47	
				FUND TOTAL	23,766.47	23,766.47
301 CAPITAL CONSTRUCTION FUND	2019 10	232	10/23/2019			
301-130000				DUE TO/FROM CLEARING		39,679.01
301-213000				ACCOUNTS PAYABLE	39,679.01	
				FUND TOTAL	39,679.01	39,679.01
401 WATER OPERATING FUND	2019 10	232	10/23/2019			
401-130000				DUE TO/FROM CLEARING		15,186.62
401-213000				ACCOUNTS PAYABLE	15,186.62	
				FUND TOTAL	15,186.62	15,186.62
402 SEWER OPERATING FUND	2019 10	232	10/23/2019			
402-130000				DUE TO/FROM CLEARING		69,903.33
402-213000				ACCOUNTS PAYABLE	69,903.33	
				FUND TOTAL	69,903.33	69,903.33
403 STORM & SURFACE WATER FUND	2019 10	232	10/23/2019			
403-130000				DUE TO/FROM CLEARING		4,516.53
403-213000				ACCOUNTS PAYABLE	4,516.53	
				FUND TOTAL	4,516.53	4,516.53
407 BUILDING & DEVELOPMENT FUND	2019 10	232	10/23/2019			
407-130000				DUE TO/FROM CLEARING		5,260.99
407-213000				ACCOUNTS PAYABLE	5,260.99	
				FUND TOTAL	5,260.99	5,260.99
622 EXPENDABLE TRUST FUND	2019 10	232	10/23/2019			

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000				DUE TO/FROM CLEARING		1,074.00
622-213000				ACCOUNTS PAYABLE	1,074.00	
FUND TOTAL					1,074.00	1,074.00
631 CLEARING FUND	2019 10	232	10/23/2019			
631-130000				DUE TO/FROM CLEARING	385,000.70	
631-213000				ACCOUNTS PAYABLE	9,437.97	
635-111100				CASH		394,438.67
FUND TOTAL					394,438.67	394,438.67
650 AGENCY FUND	2019 10	232	10/23/2019			
650-130000				DUE TO/FROM CLEARING		4,488.40
650-213000				ACCOUNTS PAYABLE	4,488.40	
FUND TOTAL					4,488.40	4,488.40
901 CITY-WIDE REPORTING FUND	2019 10	232	10/23/2019			
901-130000				DUE TO/FROM CLEARING		812.17
901-213000				ACCOUNTS PAYABLE	812.17	
FUND TOTAL					812.17	812.17

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		128,105.48
101	STREET FUND		92,207.70
104	CIVIC IMPROVEMENT FUND		23,766.47
301	CAPITAL CONSTRUCTION FUND		39,679.01
401	WATER OPERATING FUND		15,186.62
402	SEWER OPERATING FUND		69,903.33
403	STORM & SURFACE WATER FUND		4,516.53
407	BUILDING & DEVELOPMENT FUND		5,260.99
622	EXPENDABLE TRUST FUND		1,074.00
631	CLEARING FUND	385,000.70	
650	AGENCY FUND		4,488.40
901	CITY-WIDE REPORTING FUND		812.17
	TOTAL	385,000.70	385,000.70

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

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 (CF) 10/16/19

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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

351923 10/23/2019 PRD 9298 DEGNIN, JOHN & JILL 234833 81058 10/08/2019 102019 22.64
 Invoice: 81058 UB 10129 1641 JEANNETTE PLACE
 22.64 411 122100 WATER ACCOUNTS RECEIVABLE
 CHECK 351923 TOTAL: 22.64

351924 10/23/2019 PRD 9299 GALUP, LUIS & SHEILA 234834 81059 10/08/2019 102019 54.59
 Invoice: 81059 UB 12840 9164 BURLINGAME COURT NE
 54.59 411 122100 WATER ACCOUNTS RECEIVABLE
 CHECK 351924 TOTAL: 54.59

351925 10/23/2019 PRD 9291 ROOST NEIGHBORHOOD P 234832 81057 10/08/2019 102019 273.45
 Invoice: 81057 UB 13207 4551 FLYING GOAT AVE NE A-200
 273.45 421 122100 SEWER ACCOUNTS RECEIVABLE
 CHECK 351925 TOTAL: 273.45

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 350.68

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	350.68

*** GRAND TOTAL *** 350.68

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 10	233							
APP 401-213000					ACCOUNTS PAYABLE		77.23	
	10/23/2019	102019	102319		AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			350.68
	10/23/2019	102019	102319		AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000					ACCOUNTS PAYABLE		273.45	
	10/23/2019	102019	102319		AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							350.68	350.68
APP 631-130000					DUE TO/FROM CLEARING		350.68	
	10/23/2019	102019	102319					
APP 401-130000					DUE TO/FROM CLEARING			77.23
	10/23/2019	102019	102319					
APP 402-130000					DUE TO/FROM CLEARING			273.45
	10/23/2019	102019	102319					
SYSTEM GENERATED ENTRIES TOTAL							350.68	350.68
JOURNAL 2019/10/233 TOTAL							701.36	701.36

10/16/2019 10:43
cfreitas

|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
401 WATER OPERATING FUND	2019 10	233	10/23/2019			
401-130000				DUE TO/FROM CLEARING		77.23
401-213000				ACCOUNTS PAYABLE	77.23	
				FUND TOTAL	77.23	77.23
402 SEWER OPERATING FUND	2019 10	233	10/23/2019			
402-130000				DUE TO/FROM CLEARING		273.45
402-213000				ACCOUNTS PAYABLE	273.45	
				FUND TOTAL	273.45	273.45
631 CLEARING FUND	2019 10	233	10/23/2019			
631-130000				DUE TO/FROM CLEARING	350.68	
635-111100				CASH		350.68
				FUND TOTAL	350.68	350.68

10/16/2019 10:43
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
-----	-----	-----
401 WATER OPERATING FUND		77.23
402 SEWER OPERATING FUND		273.45
631 CLEARING FUND	350.68	
	-----	-----
TOTAL	350.68	350.68

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

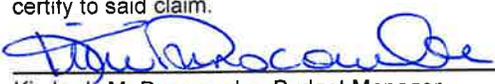
PAYROLL

PAYROLL CHECK RUN: 10 - 21 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	10/21/2019	46081 - 46211	Regular check run (Direct Dep)	315,653.61
Normal	10/21/2019	109151 - 109155	Regular check run (Paper Checks)	5,611.36
Vendor	10/21/2019	109156 - 109167	Vendor check run (Paper Checks)	132,436.33
EFTPS	10/21/2019	N/A	Federal Tax Electronic Transfer	117,545.79
Vendor	10/21/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	571,484.59

Prepared and Reviewed by:  Date 10-18-19
 Brenda Landolt, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

 Date 10/18/19
 Kimberly M. Dunscombe, Budget Manager



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, October 1, 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:

[City Council Study Session Minutes, October 1, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, OCTOBER 1, 2019

MEETING MINUTES

1) **CALL TO ORDER / ROLL CALL**

Mayor Medina called the meeting to order at 6:01 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman, and Councilmembers Blossom, Deets, Nassar, Peltier, and Schneider were present.

2) **EXECUTIVE SESSION**

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

Mayor Medina adjourned the meeting to an executive session at 6:02 p.m. pursuant to RCW 42.30.110(1)(i).

Council returned from executive session at 6:53 p.m., and Mayor Medina re-convened the meeting.

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

Deputy Mayor Tirman moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflicts of interest disclosed.

4) **MAYOR'S REPORT**

Mayor Medina noted that the November 5, 2019 City Council meeting will start at 5:00 p.m. and the November 26, 2019 City Council meeting will be held as scheduled. Mayor Medina and Councilmembers Nassar and Peltier volunteered for Salary Commission interviews.

5) **UNFINISHED BUSINESS**

5.A Consideration of Options Related to Shade Covenant on the Crawford Property - Executive

[Cover Page](#)

[Staff Memo - Options Regarding Shade Covenant](#)

Deputy City Manager Schroer introduced the agenda item, and Council discussed the options. Council directed the City Manager to negotiate a settlement to extinguish the shade covenant and pursue Option 1 if a settlement is not attainable.

5.B Next Steps for Suzuki Property Affordable Housing Project - Executive

[Cover Page](#)

[Memo on Suzuki Next Steps - CC 01 Oct 2019.pdf](#)

[Procedure for the Surplus and Transfer of the City's Suzuki Property.pdf](#)

Mayor Medina introduced the agenda item. Phaedra Elliott, Housing Resources Bainbridge, and Jon Rose, Olympic Property Group, joined the discussion.

Council's consensus was to extend the Housing Design Demonstration Projects (HDDP) until December 31, 2021 and remove the applicability language.

MOTION: I move to direct staff to prepare an ordinance incorporating the changes that were just discussed on HDDP.

Blossom/Tirman: The motion carried, 4 – 3.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider

NOES: Ron Peltier, Rasham Nassar, Kol Medina

ABSENT: None

ABSTAIN: None

Council agreed to consider the ordinance on October 22, 2019 with a request to refer it to the Planning Commission.

MOTION: I move to direct HRB to conduct a market analysis on the 39 proposed for sale units to help eliminate or address the potential for a 6 million dollar funding gap.

Nassar/Peltier: The motion failed, 2 – 5.

AYES: Ron Peltier, Rasham Nassar

NOES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

ABSENT: None

ABSTAIN: None

MOTION: I move to direct the City Manager to work with OPG, this pertains to the site plan development, of a cost estimate of the stormwater infrastructure determining cost inflations to the project dependent on the outcome of what is feasible working with the law and Code and how that may impact the proposed budget and what that might mean for the City's contributions.

Nassar/Peltier: The motion failed, 2 – 5.

AYES: Ron Peltier, Rasham Nassar

NOES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina

ABSENT: None

ABSTAIN: None

MOTION: I move to direct the City Manager to conduct an in-depth legal review, analysis of Comprehensive Plan consistency for the proposed 100-unit Suzuki plan.

Nassar/Peltier: The motion failed, 3 – 4.

AYES: Ron Peltier, Rasham Nassar, Kol Medina
NOES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider
ABSENT: None
ABSTAIN: None

Council authorized the City Manager to move forward with the surplus process.

Mayor Medina adjourned the meeting for a break at 8:41 p.m. and re-convened the meeting at 8:50 p.m.

5.C Bond Delegation Ordinance No. 2019-22 Relating to the Sale of \$8.0 Million in 2019 Limited Tax General Obligation Bonds and \$3.0 Million in Refunding 2007 and 2008 Limited Tax General Obligation Bonds - Finance
[Cover Page](#)
[Bond Ordinance No. 2019-22 City of Bainbridge Island LTGO 2019 LTGO Ref 2019](#)

Finance Director Pitts introduced the agenda item.

MOTION: I move to approve Ordinance No. 2019-22.
Blossom/Tirman: The motion carried, 5 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: None
ABSENT: None
ABSTAIN: Ron Peltier, Rasham Nassar

6) NEW BUSINESS

6.A Proposal from Bainbridge Island Metropolitan Park and Recreation District (BIMPRD) for Management of City Dock and Small Boat Concession - Executive
[Cover Page](#)
[BIMPRD Proposal - Waterfront Park Dock](#)
[Concession Agreement with Exotic Aquatics \(Executed on 4-27-18\)](#)
[Notice of Extension of Concession Agreement \(Executed 3-21-19\)](#)

City Manager Smith introduced the agenda item, and Council discussed the proposal.

A representative from Exotic Aquatics commented on the proposal.

Mayor Medina said that next steps on the proposal will be discussed at the next agenda meeting.

6.B 2020 Capital Improvements Plan (CIP) Update Presentation - Public Works
[Cover Page](#)
[Revised 2020 CIP.pdf](#)
[100119 CIP Presentation](#)

Public Works Director Wierzbicki provided a presentation on CIP updates and addressed Council's questions.

6.C 2020 Budget Modifications Presentation - Finance

Cover Page
2020 Budget Modification Staff Memo - 100119
2020 Budget Modifications for CC 100119.pptx

Finance Director Pitts and Budget Manager Dunscombe provided a presentation on 2020 mid-biennium budget modifications and addressed Council's questions.

6.D Review Q4 2019 Workplan Priorities - Executive

Cover Page
Q4-2019 Workplan Focus.pdf
2019 MidYear Workplan Rpt - By Goal.pdf
2019 MidYear Workplan Rpt - By Dept.pdf

City Manager Smith introduced the agenda item, and Council discussed the topic. Councilmember Deets asked to include a response to Puget Sound Energy's Request for Information regarding community solar projects.

MOTION: I move that we prioritize working with PSE to identify some sites for community solar.

Peltier/Nassar: The motion carried unanimously 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Ron Peltier, Rasham Nassar

NOES: None

ABSENT: None

ABSTAIN: None

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

Cover Page
City Council Regular Business Meeting October 8, 2019
City Council Study Session October 15, 2019
City Council Regular Business Meeting October 22, 2019
City Council Study Session November 5, 2019

Councilmember Blossom noted that the "marquee" nonmotorized project discussion can wait until a future agenda when the Capital Improvements Plan is discussed.

8) FOR THE GOOD OF THE ORDER

Councilmember Nassar suggested allowing public comment at study sessions, and Council discussed the topic.

9) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:17 p.m.

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, October 8, 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:

[City Council Regular Business Meeting Minutes, October 8, 2019.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 8, 2019

MEETING MINUTES

1) CALL TO ORDER

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Deets seconded to amend the agenda to add an executive session to the agenda and approve the agenda as amended. The motion was approved by unanimous consent.

3) [Added] Pursuant to RCW 42.30.110(1)(i), the City Council will conduct an executive session 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.

Mayor Medina adjourned the meeting to an executive session at 6:02 p.m. in accordance with RCW 42.30.1101(i).

Council returned from executive session at 6:18 p.m., and Mayor Medina re-convened the meeting.

4) ROLL CALL/PLEDGE OF ALLEGIANCE

Mayor Medina and Councilmembers Blossom, Deets, Nassar and Peltier were present. Deputy Mayor Tirman and Councilmember Schneider were absent and excused.

5) PUBLIC COMMENT

Matt Perry with Puget Sound Energy spoke about an upcoming public meeting.

Sal DeRosalia spoke about affordable housing issues.

6) MAYOR'S REPORT

Mayor Medina commented on the agenda.

7) CITY MANAGER'S REPORT

Deputy City Manager Schroer noted an upcoming Planning counter closure, the ferry overhead walkway closure, the Shake-out Event, and November ward meetings.

8) PRESENTATION(S)

- 8.A Proclamation Declaring October 2019 as Filipino American History Month - Mayor Medina**
Cover Page
Filipino American History Month Proclamation 2019

Gina Corpuz thanked City Council for the proclamation.

- 8.B Recognition of Indigenous Peoples Day - Councilmember Peltier**
Cover Page
Resolution No. 2016-21 Indigenous Peoples Day
Indigenous Peoples Day Flyer

Councilmember Peltier spoke about Indigenous Peoples Day and read the resolution.

Gina Corpuz thanked Council for their support and highlighted new partnerships with the school district and IslandWood. She provided information on an exhibit at the Bainbridge Historical Museum.

- 8.C Proclamation Declaring October 2019 as National Community Planning Month - Planning**
Cover Page
2019 October National Community Planning Month Proclamation

Mayor Medina read the proclamation.

Planning Director Wright thanked Council, committees, and Planning staff for their work.

9) UNFINISHED BUSINESS

- 9.A Ordinance No. 2019-21, Banning the Use of Consumer Fireworks on Bainbridge Island - Executive**
Cover Page
Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Track Changes
Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Clean

Deputy City Attorney Sepler introduced the agenda item.

Public Comment

Jane Rein spoke in favor of the fireworks ban.

Pam Cole spoke in favor of the fireworks ban.

Steve Bowman spoke against the fireworks ban.

Lisa Neal spoke in favor of the fireworks ban.

Fire Chief Teran provided information on sparklers.

MOTION: I move to approve Ordinance No. 2019-21, banning the use of consumer fireworks on Bainbridge Island.

Peltier/Deets: The motion carried, 4 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: Kol Medina

9.B Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing - Finance

[Cover Page](#)

[Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing](#)

[AWC Implementing HB 1406](#)

[MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit](#)

Finance Director Pitts introduced the agenda item.

Public Comment

Sal DeRosalia inquired about definition of affordable housing.

MOTION: I move to forward Resolution No. 2019-27 for approval with the October 22, 2019 Consent Agenda.

Nassar/Deets: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: None

9.C Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) - Finance

[Cover Page](#)

[Ordinance No. 2019-29 2019-2024 Updated Budget - Capital Improvement Plan](#)

[Revised 2020 CIP.pdf](#)

[100119 CIP Presentation](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward to the October 22, 2019, consent agenda for consideration of approval Ordinance No. 2019-29 related to the 2019-2024 update to the 2019-2024 Capital Improvement Plan.

Nassar/Deets: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina
NOES: None
ABSENT: Matt Tirman, Leslie Schneider
ABSTAIN: None

9.D Set the Public Hearing for Ordinance No. 2019-28 Adopting Mid-Biennium Budget Modifications to the Final Budget ending December 2020 - Finance

[Cover Page](#)

[Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020.docx](#)

[2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf](#)

[2020 Budget Modifications for CC 100119.pptx](#)

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to schedule a public hearing on October 22, 2019 regarding Ordinance No. 2019-28 related to Adopting Mid-Biennium Budget Modifications to the Final Budget ending December 2020.

Peltier/Deets: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina
NOES: None
ABSENT: Matt Tirman, Leslie Schneider
ABSTAIN: None

10) NEW BUSINESS

10.A Set the Public Hearing for Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance

[Cover Page](#)

[Ordinance No. 2019-27 Relating to the Levy of Property Taxes for Collection in 2020.docx](#)

[City of Bainbridge Island Levy Limit Calculation 9-17-19 TY-2020](#)

Budget Manager Dunscombe introduced the agenda item.

MOTION: I move to schedule a public hearing on October 22, 2019, regarding Ordinance No. 2019-27, Relating to Property Tax Levy for Collection in 2020.

Peltier/Deets: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina
NOES: None
ABSENT: Matt Tirman, Leslie Schneider
ABSTAIN: None

10.B Apply for Grant from the Department of Ecology (DOE) for the Shoreline Management Program (SMP) Periodic Review - Planning

[Cover Page](#)

Planning Director Wright introduced the agenda item.

MOTION: I move to authorize the City Manager or designee to apply for the Washington State Department of Ecology grant described in this agenda item related to the City's Shoreline Master Program periodic review.

Deets/Peltier: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: None

10.C Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works

[Cover Page](#)

[Staff Reservoir Presentation - 8 Oct 2019](#)

[Amendment No. 1 to PSA with Gray & Osborne, Inc.](#)

[Exhibit A to Amendment No. 1 to PSA with Gray & Osborne, Inc.](#)

[Professional Services Agreement with Gray & Osborne, Inc. \(Executed on 9-29-17\)](#)

Public Works Director Wierzbicki provided a presentation on the project and addressed Council's questions.

MOTION: I move to forward Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for approval with the October 22, 2019 Consent Agenda.

Peltier/Nassar: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: None

10.D Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works

[Cover Page](#)

[Water Quality Stormwater Capacity Agreement](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move that the City Council forward the Department of Ecology 2019-21 Biennial Stormwater Capacity grant acceptance in the amount of \$50,000.00, and approval of a budget amendment for \$50,000.00 from the Storm and Surface Water Management (SSWM) Fund, thereby increasing the spending authority, to the October 22, 2019 consent agenda.

Peltier/Deets: The motion was approved by unanimous consent.

10.E Sewer Improvement Project at Hawley Way and Irene Place - Public Works

[Cover Page](#)

[Hawley-Irene Sewer Imp Contract.docx](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the Sewer Improvement Project at Hawley Way and Irene Place for further consideration as part of the October 22, 2019 Unfinished Business Agenda.

Nassar/Peltier: The motion was approved by unanimous consent.

10.F Collective Bargaining Agreement between the City of Bainbridge Island and the Bainbridge Island Police Guild - Executive

[Cover Page](#)

[BIPG 2019-2021 Collective Bargaining Agreement.pdf](#)

Deputy City Manager Schroer introduced the agenda item.

MOTION: I move to authorize the City Manager to execute the attached collective bargaining agreement with the Bainbridge Island Police Guild for the period covering January 1, 2019 through December 31, 2021.

Nassar/Deets: the motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: None

10.G Set Public Hearing on Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards - Executive

[Cover Page](#)

[Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards](#)

[Ordinance No. 2019-15, Interim Official Control Establishing Small Wireless Facilities Design Standards \(Expires 11-14-19\)](#)

Deputy City Attorney Sepler introduced the agenda item.

MOTION: I move to set a public hearing on Ordinance No. 2019-31 on the agenda for the October 22, 2019 Business Meeting.

Peltier/Deets: The motion carried unanimously, 5 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Kol Medina

NOES: None

ABSENT: Matt Tirman, Leslie Schneider

ABSTAIN: None

10.H Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas Emissions Inventory - Executive

[Cover Page](#)

[Amendment No. 1 to PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory](#)
[PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory \(Executed 2-14-19\)](#)

Deputy City Manager Schroer introduced the agenda item.

MOTION: I move to forward Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for approval with the October 22, 2019 Consent Agenda.

Peltier/Nassar: The motion was approved by unanimous consent.

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 10-09-19.pdf](#)

[Payroll.pdf](#)

Accounts Payable: check number 351673 from previous run = \$428.54; manual check number sequence 351674 – 351689 = \$256,765.11; regular check number sequence 351690 – 351801 = \$320,007.51; EFT #355 = \$9,541.33 ACH 356 – 358 = \$398,676.00. Total disbursement = \$942,141.63.

Payroll: normal direct deposit check sequence 45950 – 46080 = \$307,073.68; regular payroll check sequence 109132 – 109137 = \$6,798.85; vendor check run sequence 109138 – 109150 = \$329,627.16; Federal Tax Electronic Funds Transfer = \$116,442.26; ACH \$237.50. Total disbursement = \$760,179.45

11.C City Council Study Session Minutes, September 17, 2019

[Cover Page](#)

[City Council Study Session Meeting Minutes, September 17, 2019](#)

11.D City Council Regular Business Meeting Minutes, September 24, 2019

[Cover Page](#)

[City Council Business Meeting Minutes, September 24, 2019.pdf](#)

11.E Resolution No. 2019-24, Updating the City's Procurement Policy - Public Works

[Cover Page](#)

[Resolution No. 2019-24 - Updating the City's Procurement Policy](#)

[Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Clean](#)

[Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Track Changes](#)

[ESSB 5418 - Session Law](#)

[ESSB 5418 - Final Bill Report](#)

11.F Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services Agreement - Public Works

[Cover Page](#)

[PSA with Murraysmith, Inc.](#)

[Attachment A to PSA with Murraysmith, Inc.](#)

[WWTP Tertiary Treatment Feasibility RFQ](#)

MOTION: I move to approve the Consent Agenda as presented.

Peltier/Nassar: The motion was approved by unanimous consent.

12) COMMITTEE REPORTS

12.A Committee Reports

[Cover Page](#)

Climate Change Advisory Committee Minutes, August 29, 2019
Lodging Tax Advisory Committee Minutes, September 9, 2019
Utility Advisory Committee Minutes, August 28, 2019

12.B Regional Committee Reports by Council Member Liaisons - Mayor Medina
Cover Page

Councilmember Peltier provided information on a Puget Sound Regional Council Growth Management Board meeting.

13) FOR THE GOOD OF THE ORDER

Mayor Medina invited Mike Cox to comment on the Cascadia Consulting amendment since the item was considered ahead of schedule. Mike Cox spoke in favor of the amendment and offered additional information.

Councilmember Peltier inquired about submitting comments on the Cooke aquaculture request.

Council discussed a proposed committee subgroup of Utility Advisory Committee and Climate Change Advisory Committee members. The consensus was that any committee subgroup must have prior Council authorization.

14) ADJOURNMENT

Mayor Medina adjourned the meeting at 8:11 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing - Finance,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

This year, Washington State enacted HB 1406 that authorizes cities and counties to invest in affordable and supportive housing by allowing jurisdictions to retain a portion of the 6.5% sales tax that the state normally collects and retains of the total 9% Bainbridge Island consumer rate. The City of Bainbridge Island is allowed to levy 0.0073% of the sales tax but must take certain actions in order to benefit from the legislation. This legislation will not increase the sales tax rate consumers pay.

On September 3, 2019, Council directed staff to draft a resolution of intent to impose sales tax credit to maximum capacity for Council review.

FISCAL IMPACT:

Amount:	\$43,000 (estimated yearly new revenue)
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

In the 2019 legislative session, the State Legislature approved a local revenue sharing program for local governments whereby cities can receive a portion of local sales and use tax credited against the state sales tax³⁷⁴ for affordable housing purposes. The tax credit is in place for up to 20 years and can be used for acquiring,

rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and for rental assistance for cities under 100,000 in population. This will not increase the sales tax rate for consumers.

To receive the affordable housing sales tax credit the City must:

- (1) Pass a resolution of intent to levy the tax credit by January 27, 2020. If this deadline is missed, there are no other opportunities to access the tax.
- (2) Adopt an ordinance to authorize the City to impose the maximum capacity of the affordable housing credit by July 27, 2020.

Attached is the Association of Washington Cities (AWC) Implementation Guide as well as the MRSC guide to understanding the Affordable Housing Sales

Tax Credit. They are included in the packet to help readers navigate the complex process of implementing the sales tax credit.

Kitsap County has taken steps to participate in the Affordable Housing Sales Tax Credit, meaning that if the City Council chooses to participate, the City is guaranteed revenue.

ATTACHMENTS:

[Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing](#)

[AWC Implementing HB 1406](#)

[MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit](#)

FISCAL DETAILS:

The tax credit would generate approximately \$43,000 per year of revenue in the Affordable Housing Fund for up to 20 years. This would equate to approximately \$860,000 over the 20 year life of the credit.

Fund Name(s): Other

Coding:

RESOLUTION NO. 2019-27

A RESOLUTION of the City of Bainbridge Island, Washington, declaring the intent to adopt legislation to authorize a Sales and Use Tax for Affordable and Supportive Housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019), and other matters related thereto.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction, or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the money from the tax must be used to assist persons whose income is at or below sixty percent of the City’s median income; and

WHEREAS, the City wishes to serve all citizens on Bainbridge Island by working to sustain a healthy community that is diverse and allows for many different groups to live, work, and contribute on the Island and has determined that imposing the sales and use tax to address this need will benefit its residents; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein.

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

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage by the City Council.

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.

2019-27



Implementing HB 1406

2019

Don't miss out on up to 20 years of shared revenue for affordable housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments by providing up to a 0.0146% local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether your county also takes advantage. The tax credit is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. The funding must be spent on projects that serve persons whose income is at or below sixty percent of the area median income. Cities can also issue bonds to finance the authorized projects.

This local sales tax authority is a credit against the state sales tax, so it does not increase the sales tax for the consumer. There are tight timelines that must be met to access this funding source – the first is January 31, 2020 to pass a resolution of intent. The tax ordinance must then be adopted by July 27, 2020 to qualify for a credit.

The following information is intended to assist your city in evaluating its options and timelines. It is not intended as legal advice. Check with your city's legal counsel and/or bond counsel for specific questions on project uses and deadlines for implementation.

Deadlines to participate:

- Resolution to levy tax credit: July 28, 2019 – January 31, 2020
- Ordinance to levy the tax credit: By July 27, 2020
- Adopt "qualifying local tax" (optional): By July 31, 2020

Eligibility to receive shared revenues

- The state is splitting the shared resources between cities and counties. However, cities can receive both shares if they have adopted a "qualifying local tax" by July 31, 2020. Qualifying taxes are detailed below. Cities who are levying a "qualifying local tax" by July 28, 2019, the effective date of the new law, will receive both shares immediately once they impose the new sales tax credit.
- If a city does not implement a qualifying local tax by the deadline, they can still participate in the program if they meet the other deadlines but will be eligible for a lower credit rate.
- A city can adopt the sales tax credit before designating how the funds will be used once collected.

Qualifying local taxes

The following are considered "qualifying local taxes" and, if levied, give the city access to both shares of the tax credit (i.e. 0.0146% rate instead of the single share rate of 0.0073%):

- Affordable housing levy (property tax) under RCW 84.52.105
- Sales and use tax for housing and related services under RCW 82.14.530. The city must have adopted at least half of the authorized maximum rate of 0.001%.
- Sales tax for chemical dependency and mental health (optional .1 MIDD) under RCW 82.14.460
- Levy (property tax) authorized under RCW 84.55.050, if used solely for affordable housing

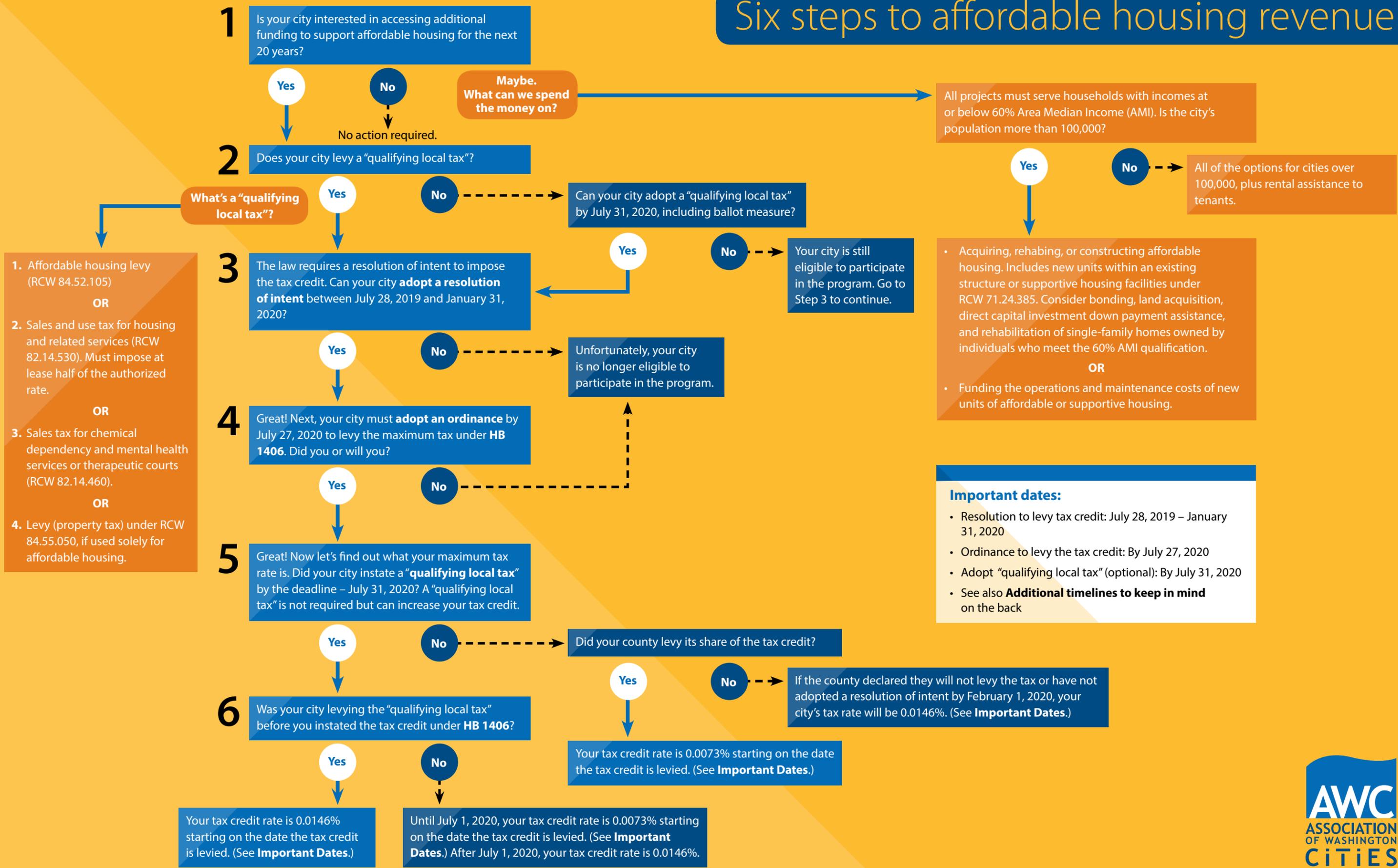
Think of the "qualifying local tax" as a multiplier or "doubler." It gives the city access to double the tax credit even when the county chooses to participate in the program.

Contact:

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Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Six steps to affordable housing revenue



Tax credit rate examples

Max tax credit rate under HB 1406	City with qualifying local tax	City without qualifying local tax	City doesn't levy a tax credit, county does participate	County doesn't participate, city participates but doesn't have a qualifying tax.*
City	0.0146%	0.0073%	0.0%	July 2020: 0.0%
County	0.0%	0.0073%	0.0146%	0.0%

*We believe that this was an error in bill drafting. Please let us know if you are in this situation. We can work to address it in future legislative sessions.

Eligible uses of the funds:

1. Projects must serve those at or below 60% AMI.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.
3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population under 100,000, the funds can also be used for rental assistance to tenants.

Additional timelines to keep in mind:

1. Department of Revenue (DOR) requires 30-days-notice of adoption of sales tax credits. The credit will then take effect on the first day of the month following the 30-day period.
2. If your city is adopting a "qualifying local tax", DOR requires 75-days-notice of adoption of sales tax increases. Local sales tax increases may only take effect on the first day of the first, second, or third quarter – not the fourth (April 1, July 1, or October 1).
3. If your city is adopting a "qualifying local tax" remember to factor in the ballot measure process into the timeline, as these must be approved by the voters.
4. If you are intending to bond the revenues for a project under this authority, check with your legal counsel and bond counsel about other deadlines that may apply to your city.

Frequently asked questions:

1. **This program sounds very familiar. Didn't a local option, affordable housing sales tax law pass a few years ago?** Yes, but the new law has important differences. The Legislature passed HB 2263 in 2015 that authorized cities and towns to levy up to a 0.1% sales tax for affordable housing—

but, importantly, only after voter approval. This sales tax levy is considered a "qualifying local tax" under HB 1406. Another important distinction is that the affordable housing sales tax from 2015 is an additional tax on the consumer, and not a credit on an existing state-imposed tax.

2. **Do we have to levy a "qualifying local tax" to participate?** No. Your city is still eligible to participate in the program, but your tax credit rate will depend on whether the county participates in the program. See *Tax credit rate examples* chart to the left.
3. **Do we only have access to the program if the county declines to participate?** No. A city can participate, and receive funds, even if the county participates. Unfortunately, if your city does not impose a "qualifying local tax" by the deadline and your county declines to participate, then you will not have access to funds after the first year, due to a drafting error in the bill. We don't anticipate this scenario to occur, but please let us know if you find yourself in that situation. We will work with the Legislature to address it if this proves problematic. In all cases you must meet the program deadlines to participate. See *Deadlines to participate*.
4. **Does it make a difference at all if our county participates?** Only if you have not adopted a "qualifying local tax." If you have adopted a "qualifying local tax" you can access the higher credit rate regardless of county participation. If you don't have a "qualifying local tax" then you can only access the higher rate if the county does not participate.
5. **How is "rental assistance" defined? Does that include rent vouchers?** The term "rental assistance" is not defined in the chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants.
6. **Can we pool our revenue with another entity? Can we issue bonds or use the money to repay bonds?** Yes! Cities can enter into an interlocal agreement with other local governments or a public housing authority to pool tax receipts, pledge tax collections to bonds, allocating collected taxes to authorized affordable housing expenditures, or other agreements authorized under chapter 39.34 RCW. Cities may also use the tax credit revenue to issue or repay bonds in order to carry out the projects authorized under the new law.
7. **Is the amount of tax credit we receive limited only by the amount of sales tax collected per year?** No. The maximum amount will be based on state fiscal year 2019 sales.
8. **Does the tax credit program expire?** Yes, the tax expires 20 years after the date on which the tax is first levied.

Contact:

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SHB 1406: Understanding the Affordable Housing Sales Tax Credit

July 17, 2019 by [Toni Nelson](#)

Category: [Housing](#) , [New Legislation and Regulations](#) , [Sales and Use Taxes](#)



Editor's note: This post has been updated to include a few new resolutions/ordinances we've received, supporting resources from the Washington State Association of Counties (WSAC), and an updated revenue estimate spreadsheet. We continue to monitor this topic and will periodically update this post with new examples or information if needed. Last updated: August 20, 2019.

The 2019 legislative session produced a plethora of bills, but [SHB 1406](#) has generated significant buzz as it will provide a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers. However, cities, towns, and counties have a limited time to take advantage of this option and must act rather quickly if they wish to participate.

In order to understand the foundation of this bill, it's important to understand what is considered a participating and non-participating city or county. A "participating" city or county is one that chooses to impose the affordable housing sales tax credit provided in SHB 1406 and completes the required steps for adoption within the next 12 months, while a "nonparticipating" city or county is one that chooses not to implement the affordable housing sales tax credit.

In this blog we discuss this complicated piece of legislation and some of the key decisions that eligible local governments will need to make within the next few months.

How Can This Revenue Be Used?

The intent of the legislation is to encourage local government investments in affordable and supportive housing, and as such, the funds will be considered a restricted revenue subject to reporting requirements and audit review for 381 compliance. The use of this sales tax partially depends upon the size of your jurisdiction:

For counties over 400,000 population and cities over 100,000 population: The funds may only be used for (a) acquiring, rehabilitating, or constructing affordable housing, which may include new units within an existing structure or facilities providing supportive housing services under RCW 71.24.385 (behavioral health organizations); **OR** (b) operations and maintenance costs of new units of affordable or supportive housing.

For counties under 400,000 population and cities under 100,000 population: The funds may be used for the same purposes listed above, but they may also be used to provide rental assistance to tenants that are at or below 60% of the median income of the county or city that is imposing the tax.

For any city or county, they may finance loans or grants to nonprofit organization or public housing authorities to carry out the purposes of the bill and may pledge the tax proceeds from SHB 1406 for repayment of bonds in accordance with debt limitations imposed by the state constitution or statute.

Additionally, any participating city or county may enter into an interlocal agreement with other cities, counties, and/or housing authorities to pool and allocate the tax revenues received under SHB 1406 to fulfill the intent of the legislation.

How Much Revenue Will We Receive?

The answer to this question depends on whether your entity has a “qualifying local tax” (see below), the local economy, and the revenue cap included in SHB 1406. Participating jurisdictions will receive revenues for 20 years, and the amount that you receive annually will be equivalent to either 0.0073% or 0.0146% of taxable retail sales in your jurisdiction.

For participating counties

Counties do not need a “qualifying local tax” and will automatically receive the maximum 0.0146% rate within the unincorporated areas. Within the boundaries of each city or town, you will receive 0.0146%, minus the rate being received by the city/town. Here are the variables:

- If the city chooses not to participate but the county does participate, the county will receive the full 0.0146% within the city boundaries.
- If a city elects to participate but does not have a “qualifying local tax” (see below), the city will receive the 0.0073% “half share” and the county will also receive a 0.0073% half share within the city boundaries.
- If a city elects to participate and imposes a “qualifying local tax” by the deadline, the city will receive the full 0.0146% share and the county will not receive any revenues within the city boundaries.

As the legislation is currently written, if the county elects not to participate, cities located within said county that have not enacted a qualifying local tax will not receive SHB 1406 revenues after the first year.

For participating cities

The rate your city receive depends on whether it enacts a local qualifying tax (see below) prior to the deadline of July 27, 2020, as well as whether or not your county participates.

- For cities that impose a qualifying local tax by the deadline, you will receive the maximum 0.0146% rate, regardless of whether your county participates.
- For cities that do not have a qualifying local tax, you will receive the 0.0073% “half share,” but *only if* your county also elects to participate.

If your county declares it will not participate or does not adopt the required resolution of intent by the end of January 2020, you will receive the full 0.0146% through July 27, 2020, but after that you will not receive any further revenues. In discussions with both Association of Washington Cities (AWC) and the Department of Revenue it is believed that this is due to a drafting error in the bill. AWC does not anticipate this scenario but asks that you let them know if your city finds itself in this situation!

SHB 1406 sets a cap on the maximum sales tax revenues to be credited to local government within any state fiscal year (July 1 to June 30). The cap will be calculated based upon the taxable retail sales during the state's 2019 fiscal year (July 1, 2018 – June 30, 2019). Just like the state shared revenue cycle, distributions will start July 1, and the state will cease distribution until the beginning of the next fiscal cycle if at any time during the fiscal period your distributions meet the cap.

Last but not least it's important to remember that retail sales can fluctuate from year to year depending upon a number of economic factors, so your revenues being generated from this sales tax credit will fluctuate as well.

Revenue Estimates

We have developed a [worksheet for your revenue forecasting](#) that was updated on August 9, 2019 to include Q2 2018-Q1 2019 taxable sales with projections for both the 0.0073% and 0.0146% tax credit options. This data comes from DOR's [Retail Sales for Cities and Counties](#).

How Do We Impose This New Tax Option?

To receive the affordable housing sales tax credit, you must:

- **Pass a resolution of intent by January 27, 2020** that indicates intention to impose the sales tax credit at the maximum capacity by a simple majority vote of the legislative body. *This is the single most important step in being able to receive this sales tax credit option.* If this deadline is missed, there are no other opportunities to access the tax. Here is a [sample resolution of intent](#) that has been prepared by Pacifica Law Group for the Association of Washington Cities (AWC) that will assist you in this process. Also see the sample resolutions at the end of this article.
- **Adopt legislation to authorize by July 27, 2020** to impose the maximum capacity of the affordable sales tax credit. This step must be completed in order to continue to access this sales tax credit whether you decide to impose a qualifying local tax or not.

What Is a Qualifying Local Tax?

A “qualifying local tax” (QLT) is a local property or sales tax that a city has imposed, separately from SHB 1406, to address affordable housing or related issues. This provision within the bill *only applies to cities and towns*, and it allows them to double the sales tax credit.

The QLT options are:

- An affordable housing levy ([RCW 84.52.105](#));

- A sales and use tax for affordable housing ([RCW 82.14.530](#));
- A levy lid lift ([RCW 84.55.050](#)) that is restricted solely to affordable housing; or
- A mental health and chemical dependency sales tax ([RCW 82.14.460](#)), which is only authorized by statute for those cities of at least 30,000 population located within Pierce County.

According to our data, there are currently only six cities that have implemented at least one of these qualifying local taxes: Bellingham, Ellensburg, Olympia, Seattle, Tacoma, and Vancouver. Port Angeles has also placed a qualifying local tax on the ballot for November 2019 – see the resolution at the end of this article which also provides a good analysis of election timing and costs.

All of the qualifying local taxes require voter approval with a simple majority vote (with the exception of the mental health and chemical dependency sales tax) and may be presented at any special, primary, or general election. (For more detailed information on any of these qualifying local taxes, refer to our [Revenue Guide for Cities and Towns](#).)

Deciding to present a qualifying local tax before the voters in order to gain the full tax credit will require some timing considerations, as the legislation requires that the qualifying local tax must be “instated” (which DOR is interpreting to mean “approved by voters”) within 12 months of the effective date of SHB 1406. This deadline is July 27, 2020. The deadline for placement on the general election ballot is fast approaching (August 6), and the only other elections before the July 2020 deadline are the special elections in February and April. (See our Key Deadlines for voted sales and property taxes in the recently updated Revenue Guides for [Cities/Towns](#) and [Counties](#)).

When Will We Start to Receive Revenues from SHB 1406?

The Department of Revenue (DOR) typically requires a 75-day notice for sales tax rate changes, but since this is a sales tax credit (not a new sales tax) it will therefore only require a 30-day wait period. The credit will take effect on the first day of the month following the 30-day period ([RCW 82.14.055\(2\)](#)). For example, if you adopt the resolution of intent and then the enabling legislation (ordinance/resolution) during August 2019, the tax will take effect on October 1. The sales tax revenues from October will be remitted by retailers to DOR by the 25th of the following month (November), and you will receive your first distribution of this tax credit on your end-of-month December disbursement from the State Treasurer’s office. *Editor’s note: In this example, the original article incorrectly stated that the revenues would be distributed at the end of November.*

For cities that have a qualifying local tax in place, you will receive the full credit of 0.0146% as soon as you adopt the enacting ordinance. For all other cities and towns that have adopted the enacting ordinance, you will collect a tax credit of 0.0073% until your ballot measure for a qualifying local tax has passed.

This piece of legislation is complex and a bit confusing. We have worked closely with the DOR and the AWC to bring you as much information as possible to assist with your decisions to take the first step in the process – which is to pass a resolution of intent. MRSC is ready to answer any further questions that you may have. Please do not hesitate to [send me an email](#) or give me call.

AWC and WSAC Resources

For cities, the Association of Washington Cities (AWC) has prepared an [implementation guide and flowchart](#) to help in your decision-making process.

For counties, the Washington State Association of Counties (WSAC) has prepared an [implementation guide and flowchart](#),

Sample Resolutions

In addition to the [Pacifica Law Group sample resolution of intent](#) provided by AWC, below are a few examples of SHB 1406 resolutions we have come across. This is not a comprehensive list of all the cities and counties that are adopting resolutions. Many of the resolutions that have been adopted use very similar language based on the Pacifica Law Group example, but we will continue to monitor this topic and periodically add distinct or noteworthy examples to this list.

Counties

- [Pierce County Resolution No. R2019-103](#) (2019) – Resolution of intent for county over 400,000 population
- [Thurston County Resolution No. 15801](#) (2019) – Resolution of intent for county under 400,000 population, with intent to enter into interlocal agreement with cities to pool revenue.

Cities

- [Port Angeles Resolution No. 14-19](#) (2019) – Submitting 0.1% affordable housing sales tax ([RCW 82.14.530](#)) to voters as a qualifying local tax under SHB 1406. Includes analysis of election timing and costs, concluding it is much less expensive to submit a measure at the November 2019 general election (filing deadline: August 6) than at the February or April special election.
- [Tumwater Resolution No. R2019-006](#) (2019) – Resolution of intent for city under 100,000 population.
- [Vancouver Resolution No. M-4026](#) (2019) – Resolution of intent for city over 100,000 population. Includes staff report; note that Vancouver qualifies for the maximum 0.0146% because it already has a qualifying local tax.

Sample Adopting Ordinances

We will post selected examples of enacting ordinances that we receive below.

- [Pierce County Ordinance No. 2019-57s](#) (2019) – Adopting maximum sales tax credit

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.



About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

[VIEW ALL POSTS BY TONI NELSON](#) ▶



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The City approves a six-year Capital Improvement Plan (CIP) to lay out the planned capital projects for the current biennium and the following four years. During 2019, the City Council approved a few changes to the CIP, which are reflected in the accompanying documents.

FISCAL IMPACT:

Amount:	Reduction of \$255,000 over six-year CIP time frame
Ongoing Cost:	
One-Time Cost:	Reduction of \$255,000 total
Included in Current Budget?	No

BACKGROUND:

The City approves a six-year CIP to lay out the planned capital projects for the current biennium and the following four years. During 2019, the City Council has approved a number of changes to the CIP, which are reflected in the accompanying documents. Staff presented this updated CIP to the Utility Advisory Committee for their review and discussion in September.

The CIP changes made since the 2019-2024 CIP was adopted in November 2018 are as follows:

Transportation Projects:

Sportsman Club/New Brooklyn – On November 27, 2018, the Council authorized the City Manager to execute an amendment to the professional services agreement with Skillings Connolly, Inc. and approved the associated budget amendment to prepare the proposed roundabout design for the Sportsman Club and New Brooklyn intersection (CIP page 4).

Non-Motorized Projects:

High School Road Safety Improvements – On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized an update to the CIP to reflect current federal grant awards. Total increase in grant funding is \$47,000 (CIP page 7).

Fleet and Equipment:

Vactor Truck – The estimate to replace the vactor truck in 2023 changed from \$920,000 to \$462,000. This is the initial presentation of this change (CIP page 10).

Facility Projects:

Open Water Marina – On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized an increase of \$75,000 in appropriation authority to reflect current project plans and estimates. This change increases the total project budget to \$167,000 (CIP page 16).

Farmer's Market Cover - On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized the move of this project out of the operating budget and into the CIP. Project budget remains at \$65,000 (CIP page 17).

Stormwater Projects:

Pritchard Park Outfall – Project budget remains at 100,000. Details of the project led the Accounting Team to move the project out of the CIP and into the operating budget (CIP page 31).

Staff presented these CIP updates to the City Council on October 1, 2019 (the presentation from which is included in the packet materials), and the Council did not make any further revisions to the plan based on that conversation.

ATTACHMENTS:

[Ordinance No. 2019-29 2019-2024 Updated Budget - Capital Improvement Plan](#)

[Revised 2020 CIP.pdf](#)

[100119 CIP Presentation](#)

FISCAL DETAILS: The total Adopted CIP was \$58.7 million across all funds. The total Updated CIP is \$58.4 million across all funds, a decrease of \$255,000. The difference by project and funding source is as follows:

Sportsman Club and New Brooklyn Intersection - increase of \$116,000 from the Transportation Impact Fee Fund.

High School Road Safety Improvements - increase of \$47,000 from federal grants.

Vactor Truck - decrease of \$458,000 which is a 50/50 split between Sewer Fund and Stormwater Fund.

Open Water Marina - increase of \$75,000 from the General Fund.

Farmer's Market Cover - increase of \$65,000 from the General Fund.

Pritchard Park Outfall - decrease of \$100,000 from the Stormwater Fund.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-29

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting the 2019-2024 update of the six-year Capital Improvement Plan.

WHEREAS, in accordance with the Growth Management Act, the City of Bainbridge Island adopted a Comprehensive Plan on September 1, 1994, revised it on December 8, 2004, and completed an update on February 28, 2017; and

WHEREAS, the Comprehensive Plan contains a Capital Facilities Element that establishes goals and policies for the provision and financing of capital facilities for the citizens of Bainbridge Island; and

WHEREAS, the Capital Facilities Element is implemented through the City's Capital Improvement Plan, which is a six-year plan that is updated annually; and

WHEREAS, the 2019-2024 update of the six-year Capital Improvement Plan addresses the goals and requirements set forth in the Growth Management Act and the Bainbridge Island Comprehensive Plan; and

WHEREAS, the 2019-2024 update of the six-year Capital Improvement Plan is consistent with the Comprehensive Plan, functional plans, and adopted capital and operating budgets as stated in Policy CF 1.1 of the Comprehensive Plan; and

WHEREAS, on July 12, 2018, the Planning Commission held a public hearing regarding the 2019-2024 update of the six-year Capital Improvement Plan; and

WHEREAS, the City Council will conduct a public hearing on the 2020 Mid- Biennial Budget, and the 2019-2024 update of the six-year Capital Improvement Plan will be a component of that budget, such that the 2020 capital improvements are incorporated into the 2020 Mid-Biennial Budget; and

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

Section 1. The 2019-2024 update of the six-year Capital Improvement Plan, attached as Exhibit A, is adopted as of the effective date of this ordinance.

Section 2. In the event that there are instances in which the dollar amounts or timing of capital projects included in this update differ from those in other sections of the Comprehensive Plan, the amounts and timing in this update shall prevail.

Section 3. This ordinance authorizes the reformatting of Exhibit A into a final edition for publication and the reformatting of information and the transmission of this information to

the State of Washington as the City’s annual State Transportation Improvement Program (“STIP”), as applicable.

Section 4. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

FILED WITH THE CITY CLERK: October 1, 2019
PASSED BY THE CITY COUNCIL: _____, 2019
PUBLISHED: _____, 2019
EFFECTIVE DATE: _____, 2019
ORDINANCE NUMBER: 2019-29
ATTACHED: Revised_2020_CIP



REVISED 2020 CIP

CAPITAL PROJECTS UPDATE

*CITY OF BAINBRIDGE ISLAND
TOTAL CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET*

	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
In (1000s)									
Transportation Projects	3,880	216	820	25	300	550	500	-	6,291
Transportation Grants	2,671	-	703	-	-	-	-	-	3,374
Non Motorized Projects	2,860	25	292	860	2,550	-	500	-	7,087
Non Motorized Grants	2,042	23	202	210	1,900	-	-	-	4,377
Fleet and Equipment	-	1,127	832	627	380	1,006	759	-	4,731
General Gov't Funded	-	706	688	567	341	384	602	-	3,288
Utility Funded	-	421	144	60	39	622	157	-	1,443
Facility Projects	3,310	17,192	-	-	-	-	-	-	20,502
Facility Grants	-	-	-	-	-	-	-	-	-
Water Projects	725	1,250	750	75	2,600	790	1,930	-	8,120
Water Grants	-	-	-	-	-	-	-	-	-
Sewer Projects	1,250	900	100	3,050	600	750	1,400	-	8,050
Sewer Grants	-	-	-	-	-	-	-	-	-
SSWM Projects	260	900	760	450	600	650	-	-	3,620
SSWM Grants	-	-	-	-	450	-	-	-	450
Utility Funding	2,235	3,471	1,754	3,635	3,389	2,812	3,487	-	20,783
General Govt Funding	5,337	18,117	895	1,242	1,291	934	1,602	-	29,418
Total Project Cost Less Grants	7,572	21,588	2,649	4,877	4,680	3,746	5,089	-	50,201
Grant Totals	4,713	23	905	210	2,350	-	-	-	8,201
TOTAL PROJECT COST	12,285	21,610	3,554	5,087	7,030	3,746	5,089	-	58,401

CITY OF BAINBRIDGE ISLAND
TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET

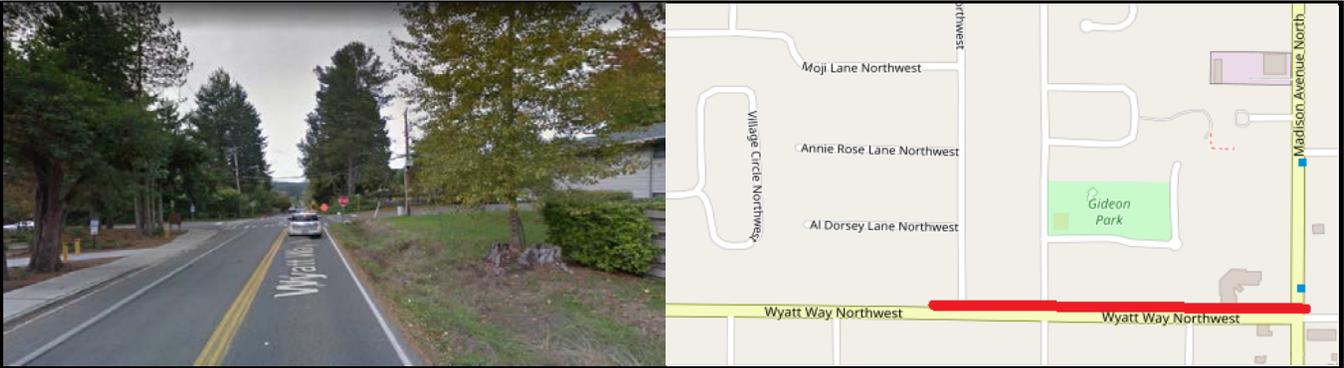
Project / Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
TRANSPORTATION PROJECTS - 6-YEAR CIP																	
Wyatt Way Reconstruction Phase I <i>Madison - Lovell</i>	X	X	2,516		Y	Y			3,700	-	-	-	-	-	-	-	3,700
Sportsman Club/New Brooklyn <i>Intersection Imprv.</i>	X	X	858		Y				180	216	820	-	-	-	-	-	1,216
Country Club Rd Reconstruction & Drainage Improvements <i>Past Toe Jam to Seawall</i>			-		Y				-	-	-	25	250	-	-	-	275
Manitou Beach Road Stabilization (Phase 1) <i>Murden Cove to Falk</i>			-		Y				-	-	-	-	50	500	-	-	550
Manitou Beach Road Stabilization (Phase 2) <i>Falk to Skiff</i>			-		Y				-	-	-	-	-	50	500	-	550
City Funding									1,209	216	117	25	300	550	500	-	2,917
Grant Totals									2,671	-	703	-	-	-	-	-	3,374
TOTALS									3,880	216	820	25	300	550	500	-	6,291

Project: Wyatt Way Reconstruction Phase I

Number: 00708

Location: Madison to Lovell

Project Description



Description: Capacity (level of service) improvements to the intersection of Madison Avenue and Wyatt Way, including a roundabout. Complete sidewalk and bicycle facilities on both sides of Wyatt from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received in 2015.

Benefit: Relieve current and future intersection congestion and ensure mobility by implementing improvements prior to development. Address a gap in non-motorized facilities to improve mobility and safety. Support businesses and employment in the downtown area.

Schedule: YR1/2: design, ROW, and permitting, YR3: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$1,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,184
Water Fund	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$2,516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,516
Sub-total	\$3,850	\$0	\$3,850						
FUNDING USES (1000's)									
Design/permitting	\$770								
Construction	\$3,080								
Sub-total	\$3,850	\$0	\$3,850						

Estimated Impact on Future Operating Budget (1000's)

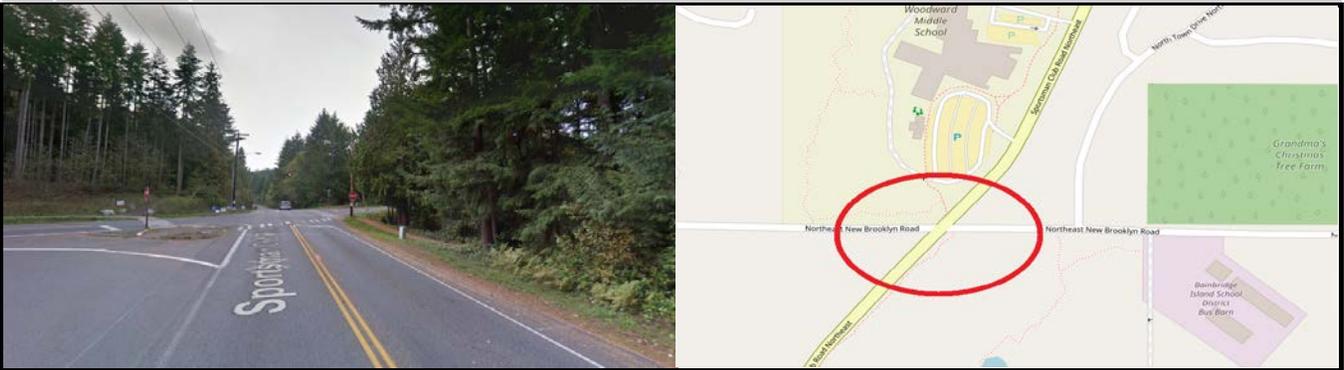
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Sportsman Club Road and New Brooklyn Road

Number: 00715

Location: Intersection Improvements

Project Description



Description: Capacity (level of service) improvements at intersection of Sportsman Club Road and New Brooklyn Road. Level of service C from 2004 study. Since that time, the Sakai and Woodward schools have changed schedules, resulting in impacts to the intersection. A roundabout is proposed. Estimated schedule and costs assume a right-of-way donation by the School District.

Benefit: Relieve current and future congestion.

Schedule: YR1: design and permitting, YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trans. Impact Fees	\$25	\$216	\$117	\$0	\$0	\$0	\$0	\$0	\$358
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$155	\$0	\$703	\$0	\$0	\$0	\$0	\$0	\$858
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$180	\$216	\$820	\$0	\$0	\$0	\$0	\$0	\$1,216
FUNDING USES (1000's)									
Design/permitting	\$180	\$216							\$396
Construction			\$820						\$820
Sub-total	\$180	\$216	\$820	\$0	\$0	\$0	\$0	\$0	\$1,216

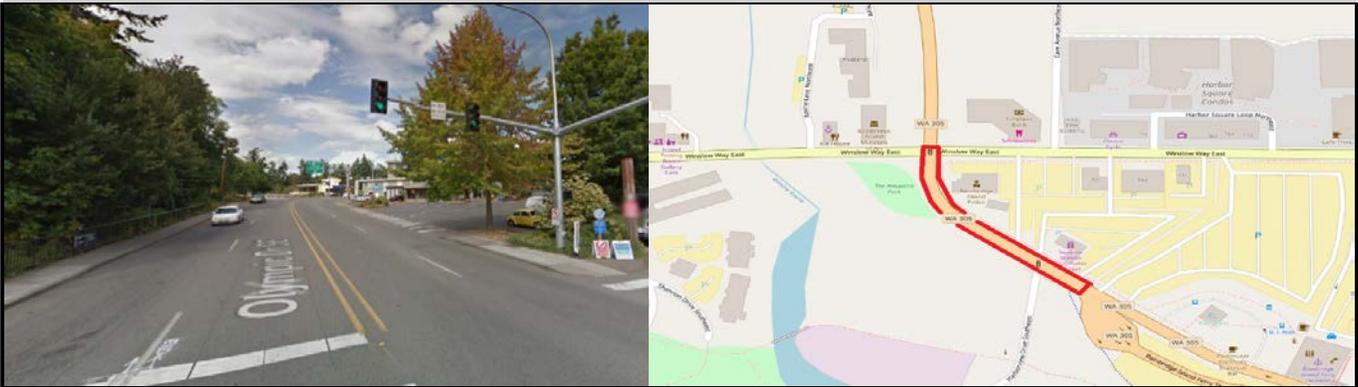
Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

CITY OF BAINBRIDGE ISLAND
NON-MOTORIZED TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Comp	W/tr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
NON-MOTORIZED PROJECTS - 6-YEAR CIP																	
SR305/Olympic Drive Non Motorized	X	X	2,042		Y	Y			2,813	-	-	-	-	-	-	-	2,813
<i>Harbor Dr. to Winslow Way</i>																	
High School Road Safety Improvements	X	X	225						-	25	202	-	-	-	-	-	227
<i>SR305 to Grow</i>																	
Madison Avenue Sidewalk Improvements	X	X	1,410		Y				-	-	-	260	1,750	-	-	-	2,010
<i>Wyatt to High School</i>																	
C40 - Bucklin Ph 2	X		-		Y				47	-	-	600	-	-	-	-	647
<i>Blakely - Fletcher Bay</i>																	
C40 - Eagle Harbor - Phase I	X		-		Y		Y		-	-	90	-	-	-	500	-	590
<i>Wyatt - Past Bucklin</i>																	
C40 - Eagle Harbor - Phase 2	X		700						-	-	-	-	800	-	-	-	800
<i>Past Bucklin to Eagle</i>																	
City Project Funding									818	3	90	650	650	-	500	-	2,711
Grant Totals									2,042	23	202	210	1,900	-	-	-	4,377
TOTALS									2,860	25	292	860	2,550	-	500	-	7,087
OTHER NON-MOTORIZED PROJECTS																	
Manitou Beach Rd Impr.	Manitou Beach Rd															TBD	
Crosswalk to STO	Crossing SR305 at Vineyard Lane															TBD	
Sidewalk Extension	Pt. White Dr. Schel Chelb Park to Lynwood. Ctr															TBD	
Intersection Impr.	SR305 at High School Rd															TBD	
Miller Road Impr.	Crosswalk and other safety improvements															TBD	

Project Description



Description: The Olympic Drive/Winslow Way intersection serves the ferry on and off-loading traffic. This project provides improvements for pedestrians and cyclists along this heavily-trafficked roadway. The unique needs of multi-modal transportation within a limited intersection area have led to a complex project planned and approved by WSDOT and FHWA. The project will also replace an existing undersized water main in Olympic Drive and Harborview Drive with a new 8-inch line and install one new fire hydrant.

Benefit: Non-motorized level of service improvement, safety enhancements.

Schedule: Phase I Design started in 2013, additional grant funding received in 2018, construction planned to begin in winter 2018-2019.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$771	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771
Water Fund	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$878
State Grant	\$1,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,164
Sub-total	\$2,988	\$0	\$2,988						
FUNDING USES (1000's)									
Design/permitting	\$120								
Construction	\$2,868								
Sub-total	\$2,988	\$0	\$2,988						

Estimated Impact on Future Operating Budget (1000's)

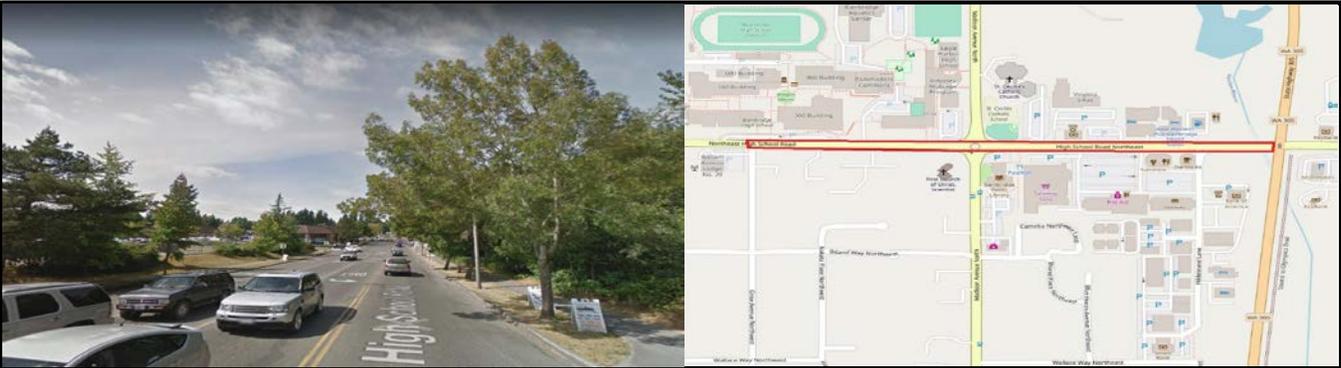
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	\$0								

Project: High School Road Safety Improvements

Number:

Location: SR305 to Grow

Project Description



Description: Improve pedestrian safety by installing mid-block crosswalk improvements on High School Road near Hildebrand and Grow. Modify parking on High School Road near Hildebrand crossing to reduce conflicts with non-motorized users. Install speed reader sign near Ordway Elementary on Madison Ave.

Benefit: Increase pedestrian and other non-motorized safety.

Schedule: Design in 2019, construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$3
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$23	\$202	\$0	\$0	\$0	\$0	\$0	\$225
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$25	\$202	\$0	\$0	\$0	\$0	\$0	\$227
FUNDING USES (1000's)									
Design/permitting									
Construction		\$25	\$202						
Sub-total	\$0	\$25	\$202	\$0	\$0	\$0	\$0	\$0	\$227

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project Description



Description: Provide shoulder widening on both sides of Bucklin Hill Road and Lynwood Center Road from Blakely Avenue to Fletcher Bay Road. The project is planned to be designed by COBI staff with the support of a consultant for right-of-way acquisition.

Benefit: Safety and non-motorized transportation connectivity.

Schedule: YR1: design to 30% and begin ROW acquisition, YR2/3: completion of right of way acquisition, permitting, and design, YR4: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$47	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$647
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$47	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$647
FUNDING USES (1000's)									
Design/permitting	\$47								\$47
Construction				\$600					\$600
Sub-total	\$47	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$647

Estimated Impact on Future Operating Budget

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: C40 Eagle Harbor Drive Phase I

Number:

Location: Wyatt to past Bucklin Hill

Project Description



Description: Current level of service E for Pedestrians and D for cyclists. Provides shoulder widening on both sides. Necessitates upgrading Cooper Creek Culvert to accommodate road widening. Involves ROW acquisition. Assumes additional land will be needed to mitigate displaced wetlands. It is desirable to improve curb radius at bottom of Wyatt.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: YR1: preliminary design, ROW, YR2: ROW, YR3/4: ROW, permitting, design, YR5: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$90	\$0	\$0	\$0	\$500	\$0	\$590
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$100	\$0	\$0	\$500	\$0	\$0	\$600
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$0	\$190	\$0	\$0	\$500	\$500	\$0	\$1,190
FUNDING USES (1000's)									
Design/permitting			\$190						\$190
Construction						\$500	\$500	\$0	\$1,000
Sub-total	\$0	\$0	\$190	\$0	\$0	\$500	\$500	\$0	\$1,190

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

CITY OF BAINBRIDGE ISLAND
FLEET AND EQUIPMENT CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	General Comp	Strts Component	Wtr Component	Swr Component	SSVM Comp	2019	2020	2021	2022	2023	2024	Total
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)														
Police Vehicles (5)		1,473						330	208	219	230	237	249	1,473
Broom Sweeper			96					96	-	-	-	-	-	96
Chipper			95					95	-	-	-	-	-	95
Van				49	12			61	-	-	-	-	-	61
PUP Trailer			13			13		26	-	-	-	-	-	26
Dump Truck Cab/Chassis			138			138		276	-	-	-	-	-	276
Light Duty Pick Up		11	11	11	11	11		55	-	-	-	-	-	55
SUV		12		23		23		58	-	-	-	-	-	58
Slope Mower and Trailer						60		60	-	-	-	-	-	60
Video Inspection Camera						35	35	70	-	-	-	-	-	70
Heavy Duty Pickup		19	76					-	95	-	-	-	-	95
Van				14	56			-	70	-	-	-	-	70
Medium Duty Pickup Truck				59	15			-	74	-	-	-	-	74
Light Duty Pick Up		60						-	60	-	-	-	-	60
Manlift			325					-	325	-	-	-	-	325
Track Excavator			160					-	-	160	-	-	-	160
Medium Duty Pickup			66					-	-	66	-	-	-	66
Medium Duty Pickup		20	20	20	20	20		-	-	100	-	-	-	100
Police Motorcycle		41						-	-	41	-	-	-	41
Police Motorcycle		41						-	-	41	-	-	-	41
Light Duty Pickup		13	13	13	13	13		-	-	-	65	-	-	65
Light Duty Pickup		65						-	-	-	65	-	-	65
Police Boat Trailer		20						-	-	-	20	-	-	20
Vactor Truck					231	231		-	-	-	-	462	-	462
Heavy Duty Pickup				59		59		-	-	-	-	118	-	118
Heavy Duty Pickup		24	95					-	-	-	-	119	-	119
Light Duty Pickup		14	14	14	14	14		-	-	-	-	70	-	70
Light Duty Pickup		14	14	14	14	14		-	-	-	-	-	70	70
Light Duty Pickup		70						-	-	-	-	-	70	70
Van					92	23		-	-	-	-	-	115	115
Police Boat		95						-	-	-	-	-	95	95
Loader			160					-	-	-	-	-	160	160
TOTALS								1,127	832	627	380	1,006	759	4,731

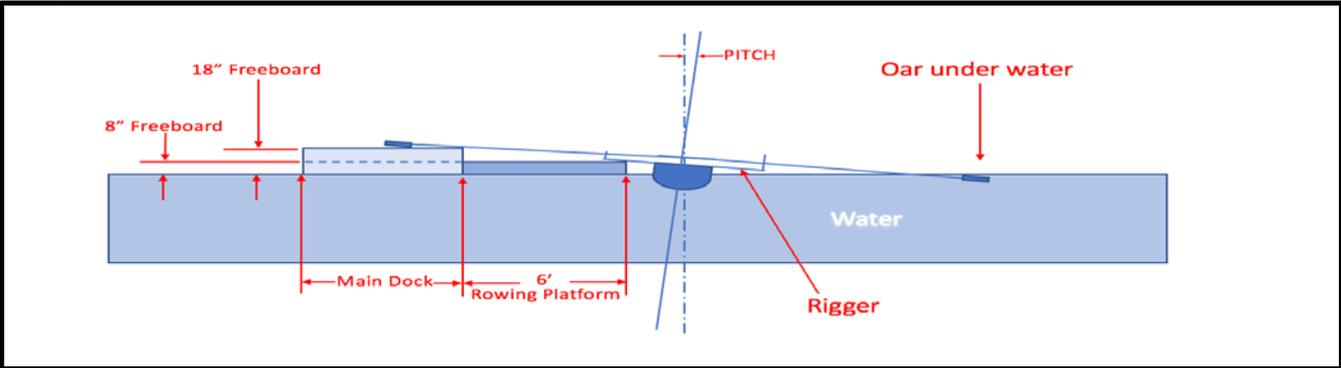
**CITY OF BAINBRIDGE ISLAND
FACILITIES CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET**

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
FACILITIES PROJECTS - 6-YEAR CIP																	
City Dock			-	Y					-	30	-	-	-	-	-	-	30
<i>Waterfront Park</i>																	
Police and Municipal Court Building			-	Y					3,100	16,900	-	-	-	-	-	-	20,000
<i>Police Station/Court</i>																	-
AM Radio			-	Y					100	50	-	-	-	-	-	-	150
<i>EOC</i>																	
Fueling System				Y					90	-	-	-	-	-	-	-	90
<i>Public Works Facility</i>																	
Open Water Marina Additional Buoys				Y					20	147	-	-	-	-	-	-	167
<i>Marina</i>																	
Farmers Market Cover				Y					-	65	-	-	-	-	-	-	65
<i>Farmers Market</i>																	
City Total									3,310	17,192	-	-	-	-	-	-	20,502
Grant Totals									-	-	-	-	-	-	-	-	-
TOTALS									3,310	17,192	-	-	-	-	-	-	20,502

Project: City Dock Modifications
Location: Waterfront Park

Number:

Project Description



Description: This project provides for improvements to the new Waterfront Park City Dock.

Benefit: Maintain utility of public infrastructure associated with the City park. Ensure user safety is maintained. Enhance accessibility and utility for various user groups.

Schedule: Design in 2019, Construction TBD

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$30
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$30
FUNDING USES (1000's)									
Design/permitting	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$30
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$30

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total									

Project: Police and Municipal Court Facility

Number: 00724

Location: Harrison Building

Project Description



Description: This project provides for the replacement of the Police Station and relocation of the Municipal Court.

Benefit: Replacement Police facility will provide adequate space for current and future departmental needs, while correcting numerous space, structural, and security deficiencies in the current facility. New Court facility will replace existing leased space, which marginally meets current requirements and will create operational efficiencies by being co-located with the Police Station.

Schedule: Site selection process underway.

Capital Funding (1000's)

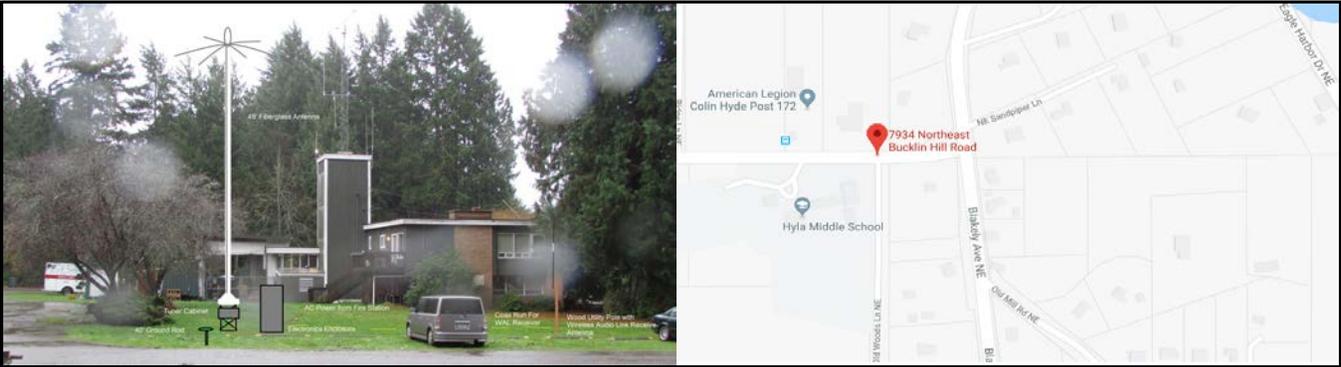
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$2,281	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,281
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REET	\$819	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$1,719
Long-Term Debt	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Sub-total	\$3,100	\$16,900	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
FUNDING USES (1000's)									
Project Mgmt/Admin	\$0	\$25	\$175	\$0	\$0	\$0	\$0	\$0	\$200
Predesign	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
Acquisition	\$0	\$0	\$8,975	\$0	\$0	\$0	\$0	\$0	\$8,975
Design	\$0	\$500	\$172	\$0	\$0	\$0	\$0	\$0	\$672
Construction	\$0	\$0	\$9,703	\$0	\$0	\$0	\$0	\$0	\$9,703
Sub-total	\$450	\$525	\$19,025	\$0	\$0	\$0	\$0	\$0	\$20,000

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating				\$100	\$100	\$100	\$100	\$1,400	\$1,800
Debt Service		\$0	\$489	\$515	\$512	\$514	\$511	\$7,176	\$9,717
Sub-total	\$0	\$0	\$489	\$615	\$612	\$614	\$611	\$8,576	\$11,517

Project: AM Radio
Location: EOC, Bucklin Fire Station
Project Description

Number:



Description: Construct radio antenna foundation and electrical service connection.

Benefit: Installation of an AM radio transmitter at the Fire Station on Bucklin Hill Road will provide for improved communications throughout the island during emergency preparation response, and recovery operations.

Schedule: Design in 2019, Construction 2020

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$100	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$100	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$150
FUNDING USES (1000's)									
Design/permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$100	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Sub-total	\$100	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$150

Estimated Impact on Future Operating Budget (1000's)

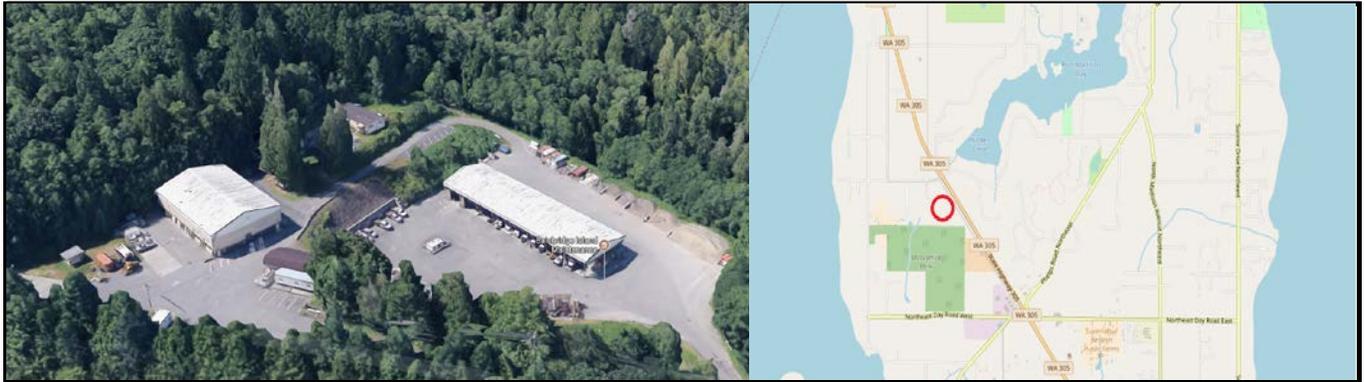
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

Project: Fueling System Design/Upgrade

Number: 00811

Location: Public Works Facility

Project Description



Description: Design and construction of capacity improvements to the fuel system at the Public Works facility.

Benefit: Upgrades to system will allow better service to users, including City police and public works. The improvements will include biodiesel tank installation to better facilitate renewable energy alternatives. Additionally, the system will increase the City's emergency management reserve, allowing continuing service in emergency situations.

Schedule: Design in 2018, construction in 2019.

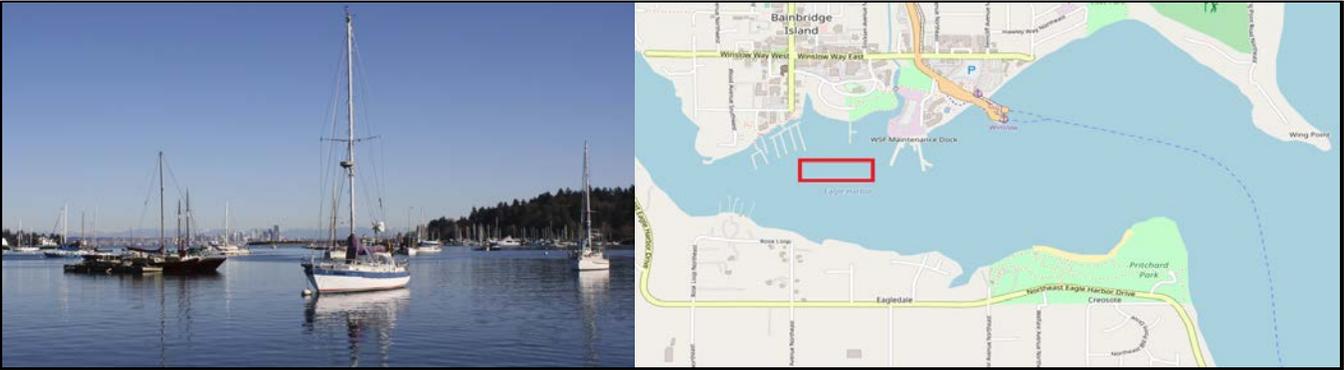
Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$90	\$0	\$90						
FUNDING USES (1000's)									
Design/permitting	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Construction	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70
Sub-total	\$90	\$0	\$90						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs	2017	2018	2019	2020	2021	2022	2023-2034	Total
Operating									
Debt Service									
Sub-total									

Project Description



Description: Install additional mooring buoys in the City's leased area inside Eagle Harbor.

Benefit: The City has an open-water marina in an area of Eagle Harbor that has been served over the years by a number of buoys and a linear moorage system. The linear moorage system will be removed in 2018 due to deterioration and obsolescence. In order to accommodate as many boaters as possible in the marina, additional mooring buoys will be installed where the linear moorage system used to be.

Schedule: Construction in 2019.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$20	\$147	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$20	\$147	\$0	\$0	\$0	\$0	\$0	\$0	\$167
FUNDING USES (1000's)									
Design/permitting	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Construction	\$0	\$147	\$0	\$0	\$0	\$0	\$0	\$0	\$147
Sub-total	\$20	\$147	\$0	\$0	\$0	\$0	\$0	\$0	\$167

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total									

Project: Farmers Market Cover

Number: 01004

Location: City Hall, Farmers Market

Project Description



Description: Install cover for farmers market

Benefit: Protection from the elements

Schedule: Construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$65
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$65
FUNDING USES (1000's)									
Design/permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$65
Sub-total	\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$65

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

CITY OF BAINBRIDGE ISLAND
WATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Location	Grant Eligible	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
WATER PROJECTS - 6-YEAR CIP (1000s)																
SR 305 Olympic Drive Non-Motorized Improvements	Olympic Drive			Y	Y			175	-	-	-	-	-	-	-	175
Rockaway Intertie	Rockaway				Y			250	-	-	-	-	-	-	-	250
Wyatt Way Reconstruction	Wyatt Way				Y			150	-	-	-	-	-	-	-	150
High Zone Improvements	High School/New Brooklyn				Y			150	-	750	-	-	-	-	-	900
Chlorine Generator Upgrades	Various				Y			-	250	-	-	-	-	-	-	250
New Storage Tank	New Brooklyn				Y			-	1,000	-	-	2,250	-	-	-	3,250
Fire Flow Improvements	Winslow				Y			-	-	-	75	350	-	-	-	425
Well Development/Rehab	Pritchard Park				Y			-	-	-	-	-	200	-	-	200
Pipeline Improvements	Shephard Way				Y			-	-	-	-	-	50	300	-	350
Emergency Generator	Head of the Bay				Y			-	-	-	-	-	40	130	-	170
Water Treatment Improvements	Head of the Bay				Y			-	-	-	-	-	500	1,500	-	2,000
City Project Funding								725	1,250	750	75	2,600	790	1,930	-	8,120
Grant Totals								-	-	-	-	-	-	-	-	-
TOTALS								725	1,250	750	75	2,600	790	1,930	-	8,120

Project Description



Description: The Olympic Drive/Winslow Way intersection serves the ferry on and off-loading traffic. This project provides improvements for pedestrians and cyclists along this heavily-trafficked roadway. The unique needs of multi-modal transportation within a limited intersection area have led to a complex project planned and approved by WSDOT and FHWA. The project will also replace an existing undersized water main in Olympic Drive and Harborview Drive with a new 8-inch line and install one new fire hydrant.

Benefit: Non-motorized level of service improvement, safety enhancements.

Schedule: Phase I Design started in 2013, 2018 grant applications awarded.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$777	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$777
Water Fund	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$872
State Grant	\$1,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,164
Sub-total	\$2,988	\$0	\$2,988						
FUNDING USES (1000's)									
Design/permitting	\$120								
Construction	\$2,868								
Sub-total	\$2,988	\$0	\$2,988						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Rockaway Intertie

Number: 00815

Location: Rockaway

Project Description



Description: The Rockaway Beach Water System has a single well with declining production and limited capacity to meet peak demands. This project will complete an intertie with the adjacent KPUD water system to provide redundant source of supply to meet peak demands and facilitate well maintenance.

Benefit: Improve the reliability and fire protection for the Rockaway Water System.

Schedule: YR I : Design and construction.

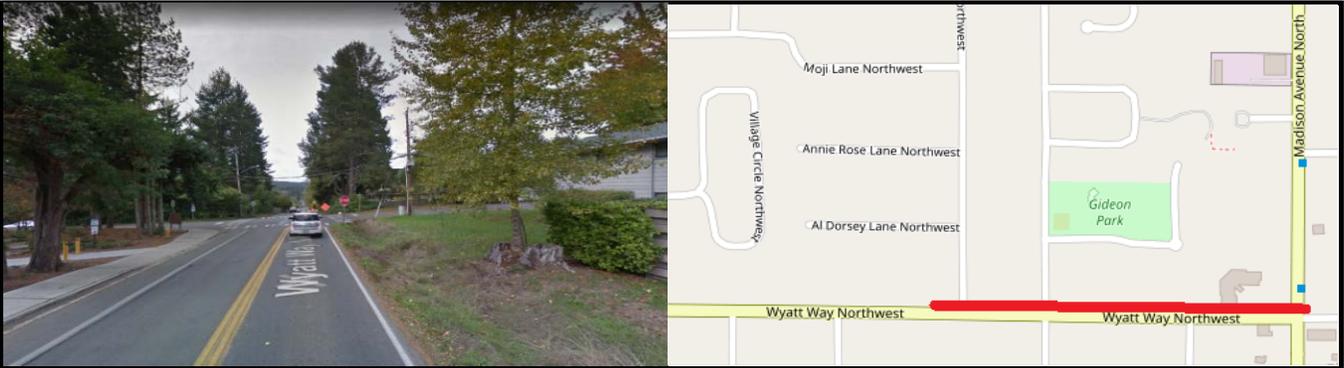
Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$250	\$0	\$250						
FUNDING USES (1000's)									
Design/permitting									
Construction	\$250								
Sub-total	\$250	\$0	\$250						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project Description



Description: Capacity (level of service) improvements to the intersection of Madison Avenue and Wyatt Way, including a roundabout. Complete sidewalk and bicycle facilities on both sides of Wyatt from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received in 2015.

Benefit: Relieve current and future intersection congestion and ensure mobility by implementing improvements prior to development. Address a gap in non-motorized facilities to improve mobility and safety. Support businesses and employment in the downtown area.

Schedule: YR1/2: design, ROW, and permitting, YR3: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$1,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,184
Water Fund	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$2,516	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,516
Sub-total	\$3,850	\$0	\$3,850						
FUNDING USES (1000's)									
Design/permitting	\$770								
Construction	\$3,080								
Sub-total	\$3,850	\$0	\$3,850						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project Description



Description: Construction of a new storage tank to correct several deficiencies including service to a higher pressure zone requires additional booster pumps and piping to supply water to this location.

Benefit: Improve water system quality and fire protection.

Schedule: YR1: design. YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$150	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$900
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$150	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$900
FUNDING USES (1000's)									
Design/permitting	\$150								
Construction			\$750						
Sub-total	\$150	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$900

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Chlorine Generator Upgrades

Number:

Location: Various

Project Description



Description: The City's chlorine generators at the Sands, Fletcher Bay, and Head of the Bay Well Site are between 9 and 15 years old. These three 36 pounds per day (ppd) units need to be replaced.

Benefit: Improve water quality for the system.

Schedule: YR1: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$250
FUNDING USES (1000's)									
Design/permitting									
Construction		\$250							\$250
Sub-total	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$250

Estimated Impact on Future Operating Budget (1000's)

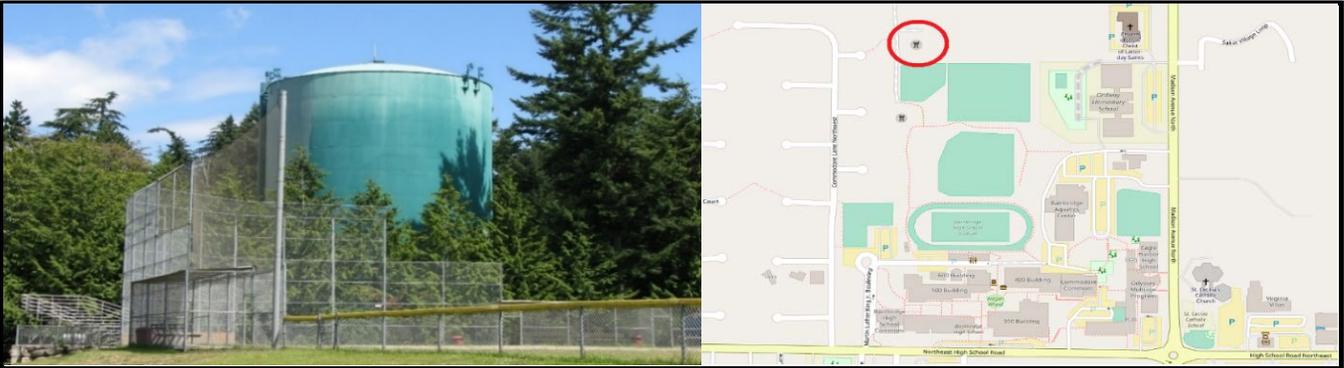
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: New Storage Tank

Number:

Location: New Brooklyn

Project Description



Description: Construct a new, approximately 500,000 gallon reservoir near the existing tank site near the high school.

Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies.

Schedule: YR1: design, YR4: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$1,000	\$0	\$0	\$2,250	\$0	\$0	\$0	\$3,250
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$1,000	\$0	\$0	\$2,250	\$0	\$0	\$0	\$3,250
FUNDING USES (1000's)									
Design/permitting									
Construction		\$1,000			\$2,250				\$3,250
Sub-total	\$0	\$1,000	\$0	\$0	\$2,250	\$0	\$0	\$0	\$3,250

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

CITY OF BAINBRIDGE ISLAND
SEWER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

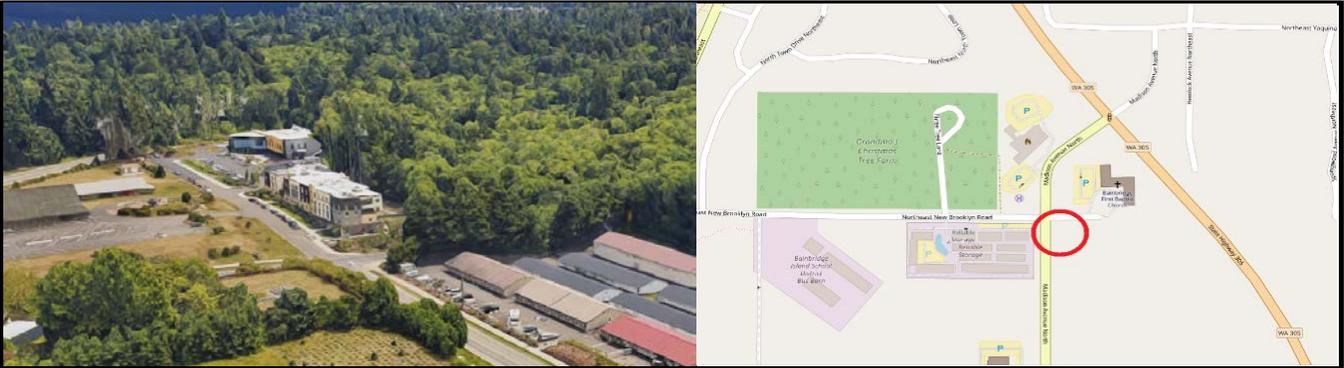
Project	Location and/or Phase	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
SEWER PROJECTS - 6-YEAR CIP (1000s)																		
Pump Station/Force Main Upgrade	NTW/New Brooklyn/Madison			-				Y		700	-	-	-	-	-	-	-	700
Rehabilitate Pump Station (Old Treatment Plant)	Old Treatment Plant			-				Y		550	-	-	-	-	-	-	-	550
Rehabilitate Pumps	Sunday Cove			-				Y		-	150	-	-	-	-	-	-	150
Pump Station & Force Main	Wood Ave			-				Y		-	750	-	2,500	-	-	-	-	3,250
Rehabilitate Pump Station (Wing Point)	Wing Point			-				Y		-	-	100	450	-	-	-	-	550
Rehabilitate Pump Station (Island Terrace)	Island Terrace			-				Y		-	-	-	100	400	-	-	-	500
Install Gravity Sewers	Sunday Cove			-				Y		-	-	-	-	200	450	-	-	650
Rehabilitate Pump Station (Lower Lovell)	Lower Lovell			-				Y		-	-	-	-	-	100	500	-	600
Extend WWTP Outfall	Wing Point			-						-	-	-	-	-	200	900	-	1,100
City Total										1,250	900	100	3,050	600	750	1,400	-	8,050
Grant Total										-	-	-	-	-	-	-	-	-
TOTALS										1,250	900	100	3,050	600	750	1,400	-	8,050

Project: Pump Station/Force Main Upgrade

Number: 00783

Location: NTW/New Brooklyn/Madison

Project Description



Description: This project provides upgrades to the City's North Town Woods sanitary sewer pump station and force main pipe in New Brooklyn Road and Madison Avenue. These upgrades will increase the capacity of the sewer system to serve the planned service area. The first project has been awarded to replace the force main from Madison Avenue to Three Tree Lane with a new section of gravity main. This work will be completed by the end of 2017. A new force main from High School Road to New Brooklyn Road is under design and will be constructed in early 2018.

Benefit: System capacity and reliability.

Schedule: YRI: Design and construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$700	\$0	\$700						
FUNDING USES (1000's)									
Design/permitting									
Construction	\$700								\$700
Sub-total	\$700	\$0	\$700						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Rehabilitate Pump Station

Number: 00921

Location: Old Treatment Plant

Project Description



Description: This pump station was last upgraded in 1978 and the station needs upgrading of the mechanical equipment, electrical system, wet well controls, and the emergency generator.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: Design in 2019, construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$550	\$0	\$550						
FUNDING USES (1000's)									
Design/permitting									
Construction	\$550								\$550
Sub-total	\$550	\$0	\$550						

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Rehabilitate Pumps

Number:

Location: Sunday Cove

Project Description



Description: Some components of the Sunday Cove pump station will reach the end of their useful life, which is assumed to be approximately 30 years, over the next few years. In addition to replacement of the pumps and motors, this project will include the replacement of the station’s emergency generator.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: YRI: Design and construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$150
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$150
FUNDING USES (1000's)									
Design/permitting									
Construction		\$150							\$150
Sub-total	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$150

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Pump Station and Force Main

Number:

Location: Wood Ave

Project Description



Description: The current Lower Lovell sewer beach main is severely deteriorated. It is infeasible to repair or replace the line in its current location, so projects are needed to design and construct a new collection system for the basin in the upland area. The City has contracted with Gray & Osborne to evaluate alternatives to facilitate replacing the West Eagle Harbor Beach Sewer Main. The preferred alternative to address the flows in the Wood Avenue Subbasin is a Wood Lift Station and Existing Beach Main. This alternative would continue to collect flows from the east end of the basin through the existing beach main and direct these flows to the proposed Wood Lift Station. In addition to the existing beach main flows, the Wood Lift Station would also collect flows from the west portion of the basin and would direct these flows to the manhole at the intersection of Wood Avenue SW and Parfitt SW.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: YR1: design/permitting, YR3: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$750	\$0	\$2,500	\$0	\$0	\$0	\$0	\$3,250
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$750	\$0	\$2,500	\$0	\$0	\$0	\$0	\$3,250
FUNDING USES (1000's)									
Design/permitting									\$0
Construction		\$750		\$2,500			\$0		\$3,250
Sub-total	\$0	\$750	\$0	\$2,500	\$0	\$0	\$0	\$0	\$3,250

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project Description



Description: The Wing Point Pump Station has not been upgraded since its construction in 1979 and it is reaching the end of its useful life. Besides the general condition concerns that also apply to the City’s other aging pump stations (wet well controls should be replaced to meet current safety standards and the performance of the cathodic protection components of these stations should be assessed), the Wing Point Pump Station has some unique upgrade requirements. First, the station access hatch is currently under water during extreme high tides and should be extended. Second, it is recommended that an air vacuum relief valve be installed in the force main at the discharge of the Wing Point pumps.

Benefit: Improves reliability of current sewer collection system.

Schedule: YR1: design, YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$100	\$450	\$0	\$0	\$0	\$0	\$550
SSWM Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$0	\$100	\$450	\$0	\$0	\$0	\$0	\$550
FUNDING USES (1000's)									
Design/permitting			\$100						\$100
Construction				\$450					\$450
Sub-total	\$0	\$0	\$100	\$450	\$0	\$0	\$0	\$0	\$550

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

**CITY OF BAINBRIDGE ISLAND
STORMWATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET**

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
STORMWATER PROJECTS - 6-YEAR CIP (1000s)																	
Eagle Hrbr. Dr. @ McDonald Creek Culvert			-					Y	200	900	-	-	-	-	-	-	1,100
Yeomalt Area Drainage Improvements			-					Y	60	-	510	-	-	-	-	-	570
Wing Point Culvert			-					Y	-	-	150	-	-	-	-	-	150
Blakely Ave. Drainage Improvements			-					Y	-	-	-	450	-	-	-	-	450
Springbrook Creek Restoration and Culvert Replacement	x		450					Y	-	-	-	-	600	-	-	-	600
Blakely Falls Creek Culvert (Halls Hill)			-					Y	-	-	-	-	-	150	-	-	150
C40 Eagle Harbor Phase I			-	Y				Y	-	-	100	-	-	500	-	-	600
City Funding									260	900	760	450	150	650	-	-	3,170
Grant Totals									-	-	-	-	450	-	-	-	450
TOTALS									260	900	760	450	600	650	-	-	3,620

Project: Eagle Harbor Drive at McDonald Creek

Number: 00823

Location: 5530 Eagle Harbor Drive

Project Description



Description: The existing concrete culvert is perched at its outlet and a section of pipe has dropped. Shoulder settlement is an indicator there may be separations. The project provides for the repair of the existing concrete culvert, assuming trenchless methods can be employed to line the culvert.

Benefit: Preservation. Avoid a more costly replacement and mitigate failure risk.

Schedule: Design and permitting in 2017 and 2018, construction in 2019.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$200	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$200	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
FUNDING USES (1000's)									
Design/permitting	\$200	\$0							\$200
Construction		\$900		\$0					\$900
Sub-total	\$200	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project Description



Description: Provides for storm drainage improvements in the Yeomalt area. The City completed design in 2014 with funds received from a DOE grant for water quality improvements. This work was identified in the 2013 Area Drainage Study performed by Browne Wheeler Engineering.

Benefit: Much of the Wing Point area above Yeomalt Point was developed before regulations required conveyance systems. Currently there are drainage problems in many areas and/or existing conveyances are lacking or inadequate.

Schedule: Design completed in 2014.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$60	\$0	\$510	\$0	\$0	\$0	\$0	\$0	\$570
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$60	\$0	\$510	\$0	\$0	\$0	\$0	\$0	\$570
FUNDING USES (1000's)									
Design/permitting	\$60								\$60
Construction			\$510						\$510
Sub-total	\$60	\$0	\$510	\$0	\$0	\$0	\$0	\$0	\$570

Estimated Impact on Future Operating Budget (1000's)

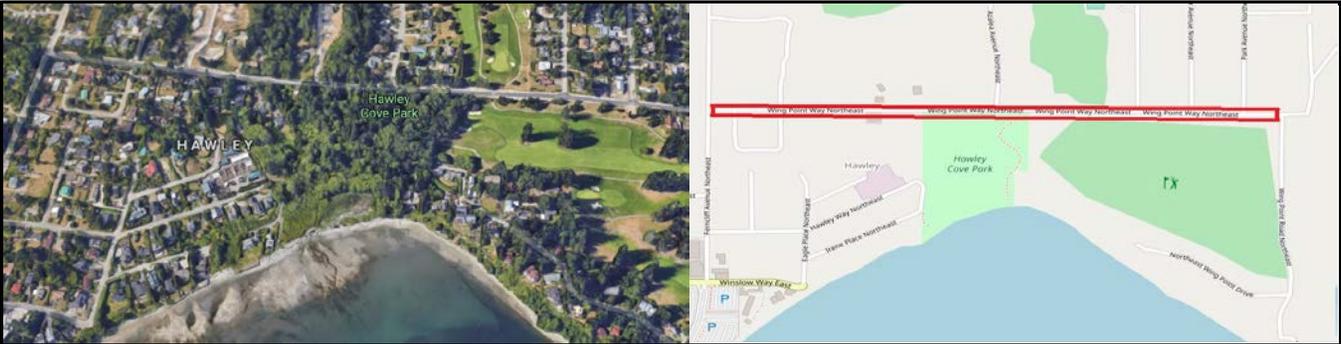
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: Wing Point Culvert

Number:

Location: Wing Point Way

Project Description



Description: Complete repairs to culvert under Wing Point Way as identified during prior construction project that widened the road.

Benefit: Ensures culvert can continue to provide drainage under the road ensuring protection of road surface.

Schedule: Construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150
FUNDING USES (1000's)									
Design/permitting									\$0
Construction			\$150						\$150
Sub-total	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

Project: C40 Eagle Harbor Drive Phase I

Number:

Location: Wyatt to past Bucklin Hill

Project Description



Description: Current level of service E for pedestrians and D for cyclists. Provides shoulder widening on both sides. Necessitates upgrading Cooper Creek Culvert to accommodate road widening. Involves ROW acquisition. Assumes additional land will be needed to mitigate displaced wetlands. It is desirable to improve curb radius at bottom of Wyatt.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: YR1: preliminary design, ROW, YR2: ROW, YR3/4: ROW, permitting, design, YR5: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	\$0	\$0	\$90	\$0	\$0	\$0	\$500	\$0	\$590
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$0	\$100	\$0	\$0	\$500	\$0	\$0	\$600
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total	\$0	\$0	\$190	\$0	\$0	\$500	\$500	\$0	\$1,190
FUNDING USES (1000's)									
Design/permitting			\$190						\$190
Construction						\$500	\$500	\$0	\$1,000
Sub-total	\$0	\$0	\$190	\$0	\$0	\$500	\$500	\$0	\$1,190

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating Debt Service									
Sub-total	\$0								

2019-2024 Capital Improvement Plan Updates and Discussion

- Overall plan updates and changes
- 2019-2020 project status
- Non-motorized project overview
- Question and answer

CITY OF BAINBRIDGE ISLAND
TOTAL CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
In (1000s)									
Transportation Projects	3,880	216	820	25	300	550	500	-	6,291
Transportation Grants	2,671	-	703	-	-	-	-	-	3,374
Non Motorized Projects	2,860	25	292	860	2,550	-	500	-	7,087
Non Motorized Grants	2,042	23	202	210	1,900	-	-	-	4,377
Fleet and Equipment	-	1,127	832	627	380	1,006	759	-	4,731
General Gov't Funded	-	706	688	567	341	384	602	-	3,288
Utility Funded	-	421	144	60	39	622	157	-	1,443
Facility Projects	3,310	17,192	-	-	-	-	-	-	20,502
Facility Grants	-	-	-	-	-	-	-	-	-
Water Projects	725	1,250	750	75	2,600	790	1,930	-	8,120
Water Grants	-	-	-	-	-	-	-	-	-
Sewer Projects	1,250	900	100	3,050	600	750	1,400	-	8,050
Sewer Grants	-	-	-	-	-	-	-	-	-
SSWM Projects	260	900	760	450	600	650	-	-	3,620
SSWM Grants	-	-	-	-	450	-	-	-	450
Utility Funding	2,235	3,471	1,754	3,635	3,389	2,812	3,487	-	20,783
General Govt Funding	5,337	18,117	895	1,242	1,291	934	1,602	-	29,418
Total Project Cost Less Grants	7,572	21,588	2,649	4,877	4,680	3,746	5,089	-	50,201
Grant Totals	4,713	23	905	210	2,350	-	-	-	8,201
TOTAL PROJECT COST	12,285	21,610	3,554	5,087	7,030	3,746	5,089	-	58,401

CIP Updates - 2019-24 (1000's)				
	Adopted Book 2019 CIP	Fall Update 2020 CIP	Variance	Notes
Transportation				
Sportsman Club/New Brooklyn	\$1,100	\$1,216	\$116	Q1 Budget amendment for additional design
Non Motorized				
High School Road Safety Improvement	\$180	\$227	\$47	Q2 Budget amendment for grant increase
Fleet	\$5,189	\$4,731	(\$458)	Reduced to reflect prices observed in the region
Facilities				
Open Water Marina Additional Buoys	\$92	\$167	\$75	Q3 Budget amendment to meet scope
Farmers Market Cover		\$65	\$65	Q4 2018 Budget amendment - new project
SSWM				
Pritchard Park Outfall	\$100		(\$100)	Moved to Operating Program

**CITY OF BAINBRIDGE ISLAND
TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET**

Project / Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Srcts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
TRANSPORTATION PROJECTS - 6-YEAR CIP																	
Wyatt Way Reconstruction Phase I <i>Madison - Lovell</i>	X	X	2,516		Y	Y			3,700	-	-	-	-	-	-	-	3,700
Sportsman Club/New Brooklyn <i>Intersection Imprv.</i>	X	X	858		Y				180	216	820	-	-	-	-	-	1,216
Country Club Rd Reconstruction & Drainage Improvements <i>Past Toe Jam to Seawall</i>			-		Y				-	-	-	25	250	-	-	-	275
Manitou Beach Road Stabilization (Phase 1) <i>Murden Cove to Falk</i>			-		Y				-	-	-	-	50	500	-	-	550
Manitou Beach Road Stabilization (Phase 2) <i>Falk to Skiff</i>			-		Y				-	-	-	-	-	50	500	-	550
City Funding									1,209	216	117	25	300	550	500	-	2,917
Grant Totals									2,671	-	703	-	-	-	-	-	3,374
TOTALS									3,880	216	820	25	300	550	500	-	6,291

Wyatt Way Reconstruction – Anticipated construction Summer 2020



Sportsman/New Brooklyn Intersection – Council design review December 2019



**CITY OF BAINBRIDGE ISLAND
FLEET AND EQUIPMENT CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET**

Project	Grant Eligible Grant Awarded	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2019	2020	2021	2022	2023	2024	Total
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)													
Police Vehicles (5)		1,473					330	208	219	230	237	249	1,473
Broom Sweeper			96				96	-	-	-	-	-	96
Chipper			95				95	-	-	-	-	-	95
Van				49	12		61	-	-	-	-	-	61
PUP Trailer			13			13	26	-	-	-	-	-	26
Dump Truck Cab/Chassis			138			138	276	-	-	-	-	-	276
Light Duty Pick Up		11	11	11	11	11	55	-	-	-	-	-	55
SUV		12		23		23	58	-	-	-	-	-	58
Slope Mower and Trailer						60	60	-	-	-	-	-	60
Video Inspection Camera					35	35	70	-	-	-	-	-	70
Heavy Duty Pickup		19	76				-	95	-	-	-	-	95
Van				14	56		-	70	-	-	-	-	70
Medium Duty Pickup Truck				59	15		-	74	-	-	-	-	74
Light Duty Pick Up		60					-	60	-	-	-	-	60
Manlift			325				-	325	-	-	-	-	325
Track Excavator			160				-	-	160	-	-	-	160
Medium Duty Pickup			66				-	-	66	-	-	-	66
Medium Duty Pickup		20	20	20	20	20	-	-	100	-	-	-	100
Police Motorcycle		41					-	-	41	-	-	-	41
Police Motorcycle		41					-	-	41	-	-	-	41
Light Duty Pickup		13	13	13	13	13	-	-	-	65	-	-	65
Light Duty Pickup		65					-	-	-	65	-	-	65
Police Boat Trailer		20					-	-	-	20	-	-	20
Vactor Truck					231	231	-	-	-	-	462	-	462
Heavy Duty Pickup				59		59	-	-	-	-	118	-	118
Heavy Duty Pickup		24	95				-	-	-	-	119	-	119
Light Duty Pickup		14	14	14	14	14	-	-	-	-	70	-	70
Light Duty Pickup		14	14	14	14	14	-	-	-	-	-	70	70
Light Duty Pickup		70					-	-	-	-	-	70	70
Van					92	23	-	-	-	-	-	115	115
Police Boat		95					-	-	-	-	-	95	95
Loader			160				-	-	-	-	-	160	160
TOTALS							1,127	832	627	380	1,006	759	4,731

**CITY OF BAINBRIDGE ISLAND
FACILITIES CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET**

Project	Grant Eligible Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
FACILITIES PROJECTS - 6-YEAR CIP																
City Dock		-	Y					-	30	-	-	-	-	-	-	30
<i>Waterfront Park</i>																
Police and Municipal Court Building		-	Y					3,100	16,900	-	-	-	-	-	-	20,000
<i>Police Station/Court</i>																-
AM Radio		-	Y					100	50	-	-	-	-	-	-	150
<i>EOC</i>																
Fueling System			Y					90	-	-	-	-	-	-	-	90
<i>Public Works Facility</i>																
Open Water Marina			Y					20	147	-	-	-	-	-	-	167
<i>Additional Buoys Marina</i>																
Farmers Market Cover			Y					-	65	-	-	-	-	-	-	65
<i>Farmers Market</i>																
City Total								3,310	17,192	-	-	-	-	-	-	20,502
Grant Totals								-	-	-	-	-	-	-	-	-
TOTALS								3,310	17,192	-	-	-	-	-	-	20,502

CITY OF BAINBRIDGE ISLAND
WATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Location	Grant Eligible	General Comp	Sturts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total	
WATER PROJECTS - 6-YEAR CIP (1000s)																	
SR 305 Olympic Drive Non-Motorized Improvements	Olympic Drive			Y	Y			175	-	-	-	-	-	-	-	175	
Rockaway Intertie	Rockaway				Y			250	-	-	-	-	-	-	-	250	
Wyatt Way Reconstruction	Wyatt Way				Y			150	-	-	-	-	-	-	-	150	
High Zone Improvements	High School/New Brooklyn				Y			150	-	750	-	-	-	-	-	900	
Chlorine Generator Upgrades	Various				Y			-	250	-	-	-	-	-	-	250	
New Storage Tank	New Brooklyn				Y			-	1,000	-	-	2,250	-	-	-	3,250	
Fire Flow Improvements	Winslow				Y			-	-	-	75	350	-	-	-	425	
Well Development/Rehab	Pritchard Park				Y			-	-	-	-	-	200	-	-	200	
Pipeline Improvements	Shephard Way				Y			-	-	-	-	-	50	300	-	350	
Emergency Generator	Head of the Bay				Y			-	-	-	-	-	40	130	-	170	
Water Treatment Improvements	Head of the Bay				Y			-	-	-	-	-	500	1,500	-	2,000	
City Project Funding								725	1,250	750	75	2,600	790	1,930	-	8,120	
Grant Totals								-	-	-	-	-	-	-	-	-	-
TOTALS								725	1,250	750	75	2,600	790	1,930	-	8,120	

Winslow Water System Water Storage Tank – Predesign before Council October 2019



CITY OF BAINBRIDGE ISLAND
SEWER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Location and/or Phase	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total	
SEWER PROJECTS - 6-YEAR CIP (1000s)																			
Pump Station/Force Main Upgrade	NTW/New Brooklyn/Madison			-				Y		700	-	-	-	-	-	-	-	700	
Rehabilitate Pump Station (Old Treatment Plant)	Old Treatment Plant			-				Y		550	-	-	-	-	-	-	-	550	
Rehabilitate Pumps	Sunday Cove			-				Y		-	150	-	-	-	-	-	-	150	
Pump Station & Force Main	Wood Ave			-				Y		-	750	-	2,500	-	-	-	-	3,250	
Rehabilitate Pump Station (Wing Point)	Wing Point			-				Y		-	-	100	450	-	-	-	-	550	
Rehabilitate Pump Station (Island Terrace)	Island Terrace			-				Y		-	-	-	100	400	-	-	-	500	
Install Gravity Sewers	Sunday Cove			-				Y		-	-	-	-	200	450	-	-	650	
Rehabilitate Pump Station (Lower Lovell)	Lower Lovell			-				Y		-	-	-	-	-	100	500	-	600	
Extend WWTP Outfall	Wing Point			-						-	-	-	-	-	200	900	-	1,100	
City Total											1,250	900	100	3,050	600	750	1,400	-	8,050
Grant Total											-	-	-	-	-	-	-	-	-
TOTALS											1,250	900	100	3,050	600	750	1,400	-	8,050

Madison Force Main – Construction Summer 2020



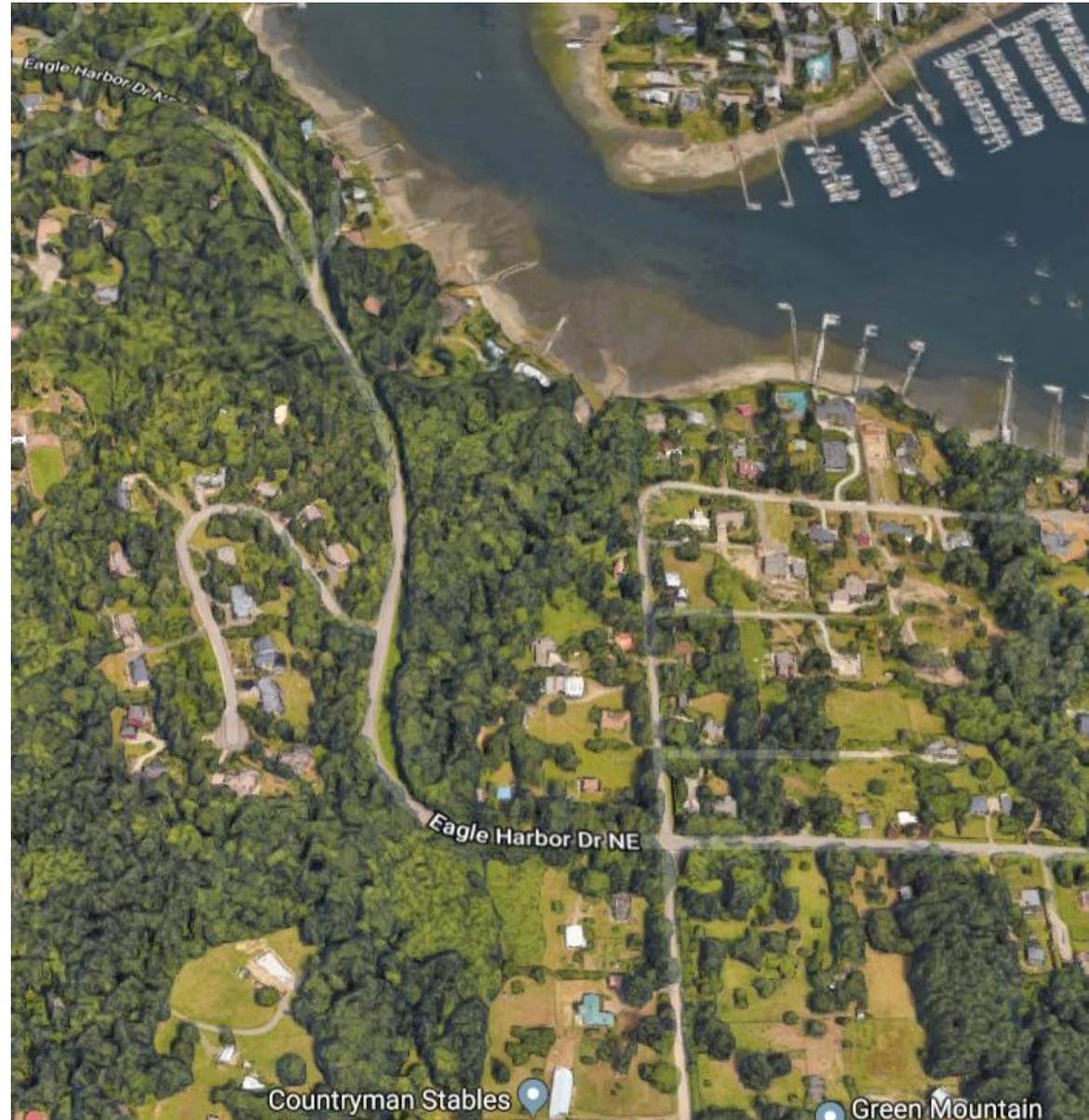
Wood/Lovell Pump Station and Beach Mains – begin design in 2020



***CITY OF BAINBRIDGE ISLAND
STORMWATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET***

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
STORMWATER PROJECTS - 6-YEAR CIP (1000s)																	
Eagle Hrbr. Dr. @ McDonald Creek Culvert			-					Y	200	900	-	-	-	-	-	-	1,100
Yeomalt Area Drainage Improvements			-					Y	60	-	510	-	-	-	-	-	570
Wing Point Culvert			-					Y	-	-	150	-	-	-	-	-	150
Blakely Ave. Drainage Improvements			-					Y	-	-	-	450	-	-	-	-	450
Springbrook Creek Restoration and Culvert Replacement	x		450					Y	-	-	-	-	600	-	-	-	600
Blakely Falls Creek Culvert (Halls Hill)			-					Y	-	-	-	-	-	150	-	-	150
C40 Eagle Harbor Phase I			-	Y				Y	-	-	100	-	-	500	-	-	600
City Funding									260	900	760	450	150	650	-	-	3,170
Grant Totals									-	-	-	-	450	-	-	-	450
TOTALS									260	900	760	450	600	650	-	-	3,620

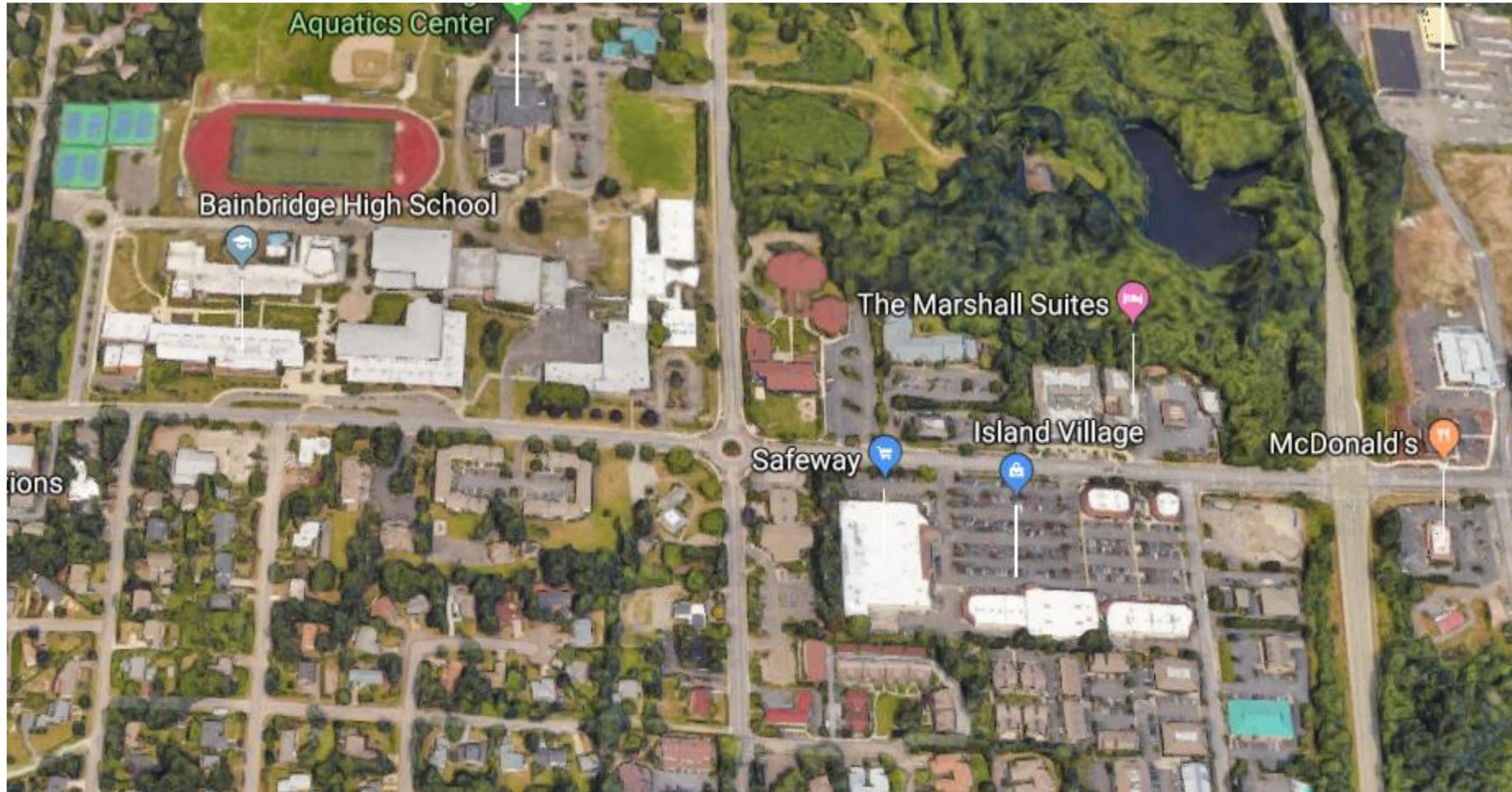
Eagle Harbor Culvert – construction in 2020 (pending environmental review)



CITY OF BAINBRIDGE ISLAND
NON-MOTORIZED TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Sturts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
NON-MOTORIZED PROJECTS - 6-YEAR CIP																	
SR305/Olympic Drive Non Motorized	X	X	2,042		Y	Y			2,813	-	-	-	-	-	-	-	2,813
Harbor Dr. to Winslow Way																	
High School Road Safety Improvements	X	X	225						-	25	202	-	-	-	-	-	227
SR305 to Grow																	
Madison Avenue Sidewalk Improvements	X	X	1,410		Y				-	-	-	260	1,750	-	-	-	2,010
Wyatt to High School																	
C40 - Bucklin Ph 2	X		-		Y				47	-	-	600	-	-	-	-	647
Blakely - Fletcher Bay																	
C40 - Eagle Harbor - Phase I	X		-		Y		Y		-	-	90	-	-	-	500	-	590
Wyatt - Past Bucklin																	
C40 - Eagle Harbor - Phase 2	X		700						-	-	-	-	800	-	-	-	800
Past Bucklin to Eagle																	
City Project Funding									818	3	90	650	650	-	500	-	2,711
Grant Totals									2,042	23	202	210	1,900	-	-	-	4,377
TOTALS									2,860	25	292	860	2,550	-	500	-	7,087

High School Road Safety – construction 2020 (100% grant funded)



Madison Sidewalk – grant funded for 2022 (not secured)



C-40 Bucklin Hill Phase 2 – Streets funded; construction 2021



Eagle Harbor Phase 1 – Streets funded; construction 2024

Eagle Harbor Phase 2 – Grant funded (not secured); construction 2022





CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - 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:

City Council to consider forwarding Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report for approval with the October 22, 2019 Consent Agenda.

FISCAL IMPACT:

Amount:	\$55,100
Ongoing Cost:	
One-Time Cost:	\$55,100
Included in Current Budget?	Yes

BACKGROUND:

The City Council approved a Professional Services Agreement in the amount of \$84,600 with Gray & Osborne, Inc. (G&O) at their September 12, 2017, meeting for water system improvements. As a part of that original contract, G&O prepared a series of technical memos that evaluated conditions of the existing water storage tanks and alternatives for addressing their replacement and/or addressing their relationship to the performance of the Winslow water system. The contract work also included evaluation of three alternatives for storage tank replacement types.

This new contract moves forward with a Pre-Design Report for Alternative 2 from the previous analysis: the construction of a Hydopillar reservoir and associated system improvements to facilitate the new reservoir. The term of the original agreement will be extended, and the maximum amount payable under the Agreement is increased by \$55,100 for a new total maximum amount payable of \$139,700.

ATTACHMENTS:

[Staff Reservoir Presentation - 8 Oct 2019](#)

[Amendment No. 1 to PSA with Gray & Osborne, Inc.](#)

[Exhibit A to Amendment No. 1 to PSA with Gray & Osborne, Inc.](#)

[Professional Services Agreement with Gray & Osborne, Inc. \(Executed on 9-29-17\)](#)

FISCAL DETAILS: Amendment No. 1 is for an additional \$55,100 from the water fund for a revised Agreement amount of \$139,700

The budget for the Water Storage tank project is \$3,250,000 with no monies spent life-to-date leaving the full balance of the project available for this expense. Life-to-date expenses on this Professional Services contract is \$84,600 which were previously charged in 2017, 2018 and 2019 against operating expenses.

Fund Name(s): Water Fund

Coding: 72413434-641100-00988

Winslow Water System Reservoir Replacement Project – Overview



- Two existing tanks; combined 2.5 million gallons of storage
- Issue 1: **tank conditions**
- Issue 2: **tank functionality**

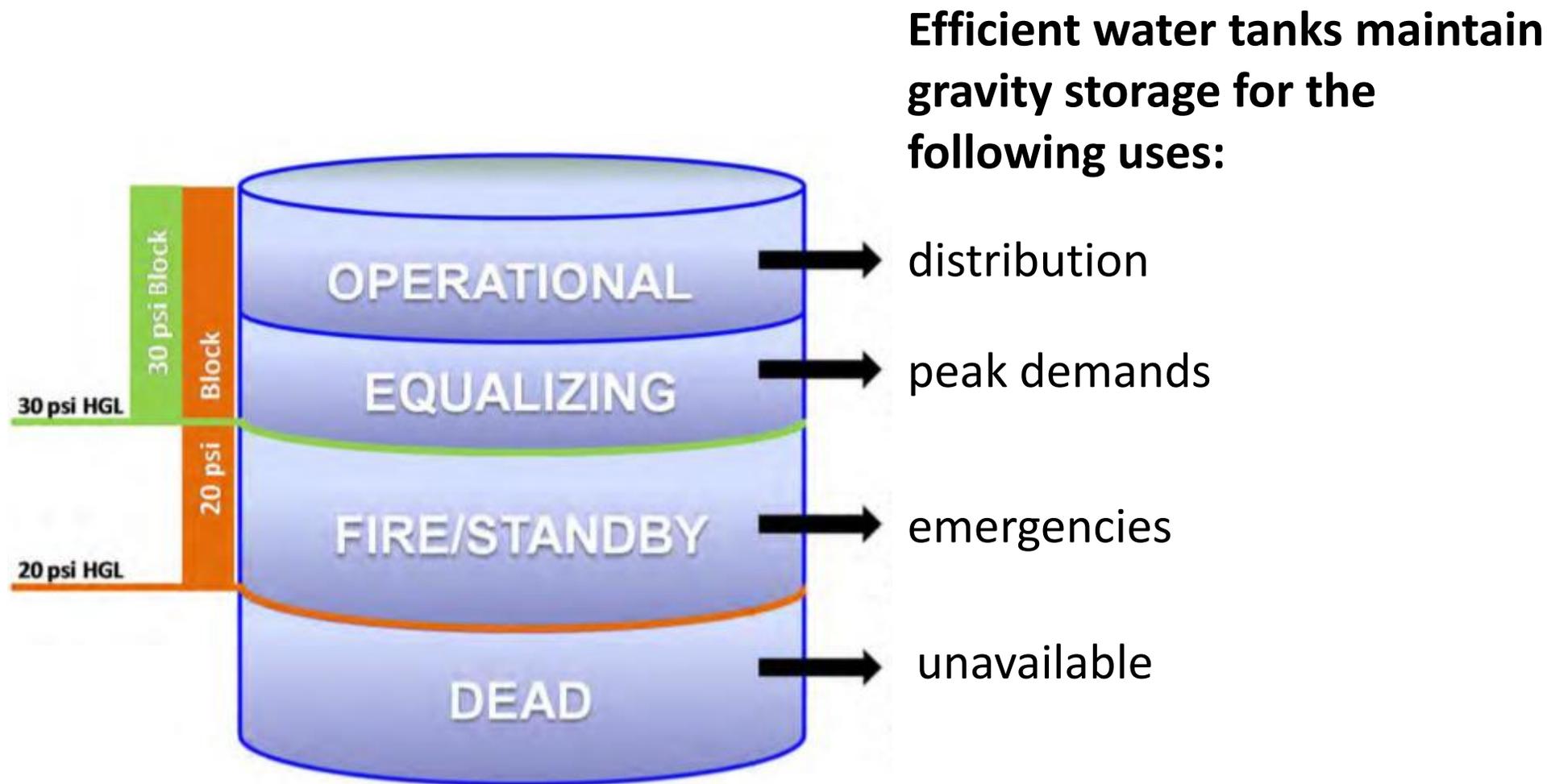
Winslow Water System Reservoir Replacement Project – Tank conditions



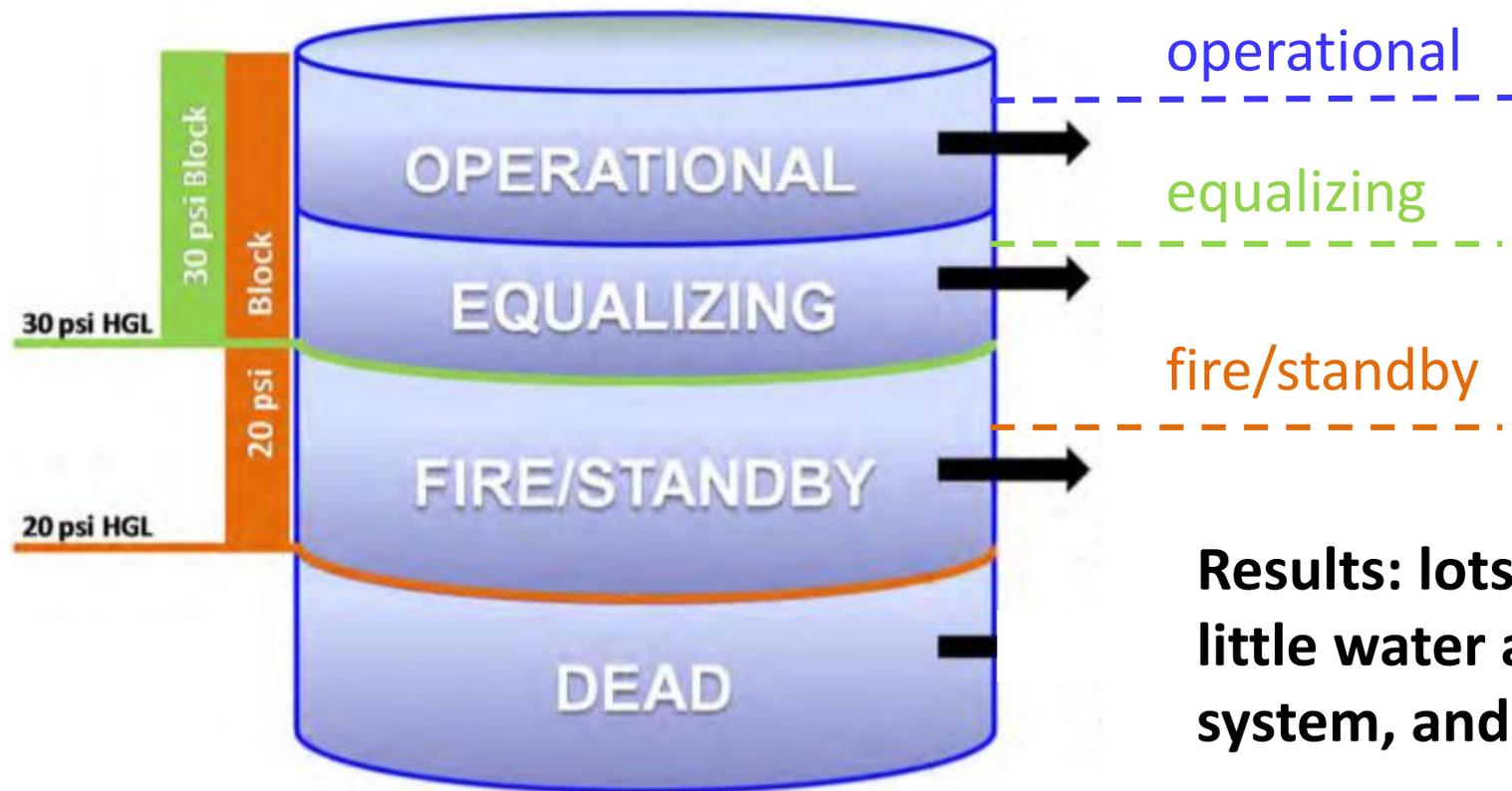
1.0 MG Tank

- Constructed in 1973
- Seismically deficient
- Coating needs replacement
- Foundation inadequate
- Replace this tank; mothball the second for back-up

Winslow Water System Reservoir Replacement Project – Tank functionality



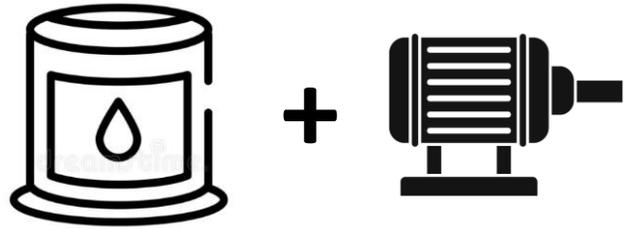
Winslow Water System Reservoir Replacement Project – Tank functionality



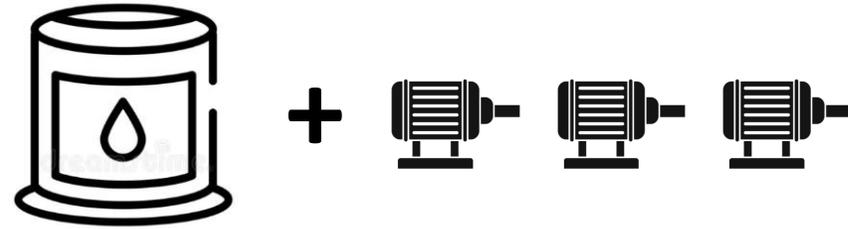
Due to current system demands, the current tanks operate at limited capacity:

Results: lots of storage but little water available for the system, and at low pressures

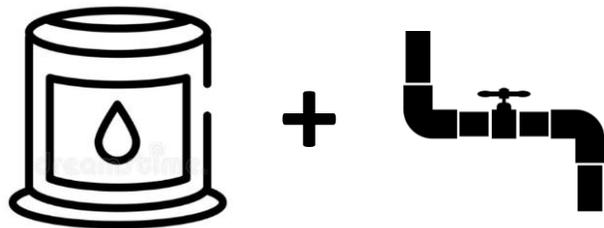
Winslow Water System Reservoir Replacement Project – Alternatives Considered



1. Tank with large pump



2. Tank with small pumps



3. Tank with inter-tie



4. Tower

Equivalent (or slightly more) storage at a higher elevation

Winslow Water System Reservoir Replacement Project – Planning for Tank/Tower



Current water demand = 4,680 ERUs

Current water capacity = 5,200 ERUs

Future demand 2052 = 7,200 ERUs (84 per year)
(based on historical)

Planned capacity 2052 = 12,000 ERUs (244 per year)
(match available water rights)

Winslow Water System Reservoir Replacement Project – Next Steps



- Pre-design for water tower
- Review by State Dept. of Health
- Check-in with Council mid-2020 on design and related growth assumptions
- Final design late 2020, early 2021

**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 September 29, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Gray & Osborne, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with designing improvements to the water system; and

WHEREAS, the City desires to retain the Consultant to conduct a predesign report for the replacement of the one million-gallon reservoir and associated appurtenances, extend the term of the Agreement, and increase the maximum amount payable under the Agreement by \$55,100.

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~~ December 31, 2020, 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 Four Thousand Six Hundred Dollars (\$84,600.00)~~ One Hundred Thirty Nine Thousand Seven Hundred Dollars (\$139,700.00);

Fixed Sum: a total amount of \$ _____;

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 the new tasks set forth on Exhibit A, which is attached hereto and incorporated herein 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.

GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

EXHIBIT “A”

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in Kitsap County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope of work below highlights the work that will be provided to complete the Predesign report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.
2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.
3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is \$55,100, as shown on next page.

EXHIBIT A

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Predesign Report								
Site Visits and Analysis		20	20					
Predesign Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$110 to \$167	\$120 to \$190	\$50 to \$132	\$118 to \$148	\$170 to \$222
Estimated Fully Burdened Billing Rate:*	\$170	\$160	\$135	\$155	\$155	\$105	\$140	\$200
Fully Burdened Labor Cost:	\$2,720	\$12,160	\$21,060	\$3,720	\$3,720	\$6,720	\$1,120	\$3,200

Total Fully Burdened Labor Cost: \$ 54,420

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 180

Equipment \$ 500

TOTAL ESTIMATED COST: \$ 55,100

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

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 Gray & Osborne, Inc., a Washington corporation ("Consultant").

WHEREAS, the City needs professional services in connection with designing improvements to the water system.

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: (check one)

- Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Eighty-Four Thousand Six Hundred Dollars (\$84,600.00);
- Fixed Sum: a total amount of \$ _____;
- 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 and 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: Gray & Osborne, Inc.
 701 Dexter Ave North
 Suite 200
 Seattle, WA 98109
 Attn: Russell Porter, P.E.

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.

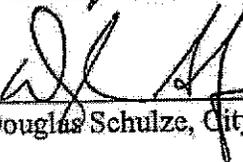
GRAY & OSBORNE, INC.

CITY OF BAINBRIDGE ISLAND

Date: 9/29/17

Date: Sept. 12, 2017

By: 

By: 
Douglas Schulze, City Manager

Name Michael B. Johnson

Title President

Tax I.D. # 91-0890718

City Bus. Lic. # 41770

ATTACHMENT A
SCOPE OF SERVICES

See attached Attachment A.

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 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.

EXHIBIT A

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND 2017 WATER SYSTEM IMPROVEMENTS

INTRODUCTION

The 2017 Water System Improvements include the following projects:

- Assess the seismic resiliency, determine the exterior and interior coating condition, and design mixing systems for the two High School Reservoirs;
- Assess and, if required, design water treatment improvements at the Head of the Bay (HOB), Fletcher Bay (FB), and Sands Wellfields to address elevated manganese, sodium, hydrogen sulfide, and chlorine demand;
- Design of standby generator at the HOB Wellfield; and
- Analyze and design improvements to address low-pressure areas for high-elevation customers in the High Zone.

The proposed scope of work included below focuses on the predesign and analysis phases of the various projects. After the predesign is completed, the requirements, effort, and scheduling of the design and construction of the projects will be more evident. Consequently, the design and any associated construction management of the projects will be completed under a separate scope of work.

SCOPE OF WORK

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Services are to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly progress reports summarizing major work elements and invoices.
- D. Attend project meetings. (Assume one for each submittal/milestone and one kickoff meeting.)

Task 2 – High School Reservoirs Predesign

Gray & Osborne (G&O) will perform an evaluation of the High School Reservoirs, a 1.0 MG reservoir constructed in 1973 and a 1.5 MG reservoir constructed in 1989. The reservoirs are approximately 81 and 89 feet tall and the diameters of the two tanks are approximately 46 and 53 feet, respectively. G&O will perform a general condition assessment and structural seismic analysis of the tank structure, including a sloshing wave analysis, and the supporting foundation to identify deficiencies for both reservoirs. Options for retrofits will be developed to address the deficiencies. G&O will perform an exterior and interior coating assessment of both reservoirs. G&O will also perform a mixing alternatives study and recommend mixing alternatives.

Subtask A – Geotechnical Investigation and Report

The investigation shall determine the engineering soil properties at the reservoirs. The results of the site investigation shall be summarized in a geotechnical memo, which will reference the findings of the 2000 AES geotechnical report.

City Responsibilities: Provide access for the geotechnical investigation. Dig and backfill geotechnical test pits utilizing a City backhoe and operator. Up to four pits are anticipated for both reservoirs.

Assumptions: Two weeks lead time will be provided for scheduling on-site exploration. Excess cuttings from the excavations not placed back in the hole will be spread on City property as designated by the City.

Subtask B – Existing Tank Geometry Data Collection

Determine the tank geometry including shell thickness and foundation geometries of the two reservoirs in order to conduct the seismic analysis. Includes one access coordination and safety meeting prior to commencing work.

1. Obtain record or design drawings for the two reservoirs.
2. Determine existing shell thickness using a non-destructive thickness gauge of all courses of steel.
3. Determine the approximate foundation dimensions. The foundation will be exposed at one location by vactor truck to the extent possible. No determination will be possible for foundation wall thickness.

City Responsibilities: Provide any available record or design drawings as well as access to the tank sites and tank ladders, provide vactor equipment, and backfill potholes per City standard.

Assumptions: At least 2 weeks lead time will be provided for scheduling the site visit. Plate thickness measurements shall be conducted utilizing non-destructive methods and access to the reservoir ladders.

Subtask C – Coating and Accessories Assessment

Assess the condition of the existing coating systems, existing safety features, and other accessories for potential improvements. The assessment will provide a basis of design for new coating systems and safety improvements. The coating assessment will include a review of the 2009 and 2017 DVD video inspections.

1. Exterior Assessment: The exterior coating systems will be assessed using adhesion testing and sampled for RCRA 8 Total Metals. The condition of the roof vents, overflows, roof access, and other appurtenances will be noted.
2. Interior Assessment: The interior of the tanks will be inspected from the interior through a floating inspection, as possible, to view the condition of the roof structure. Corrosion and steel deterioration is typically more severe above the waterline. The interior coating system will be assessed and sampled for RCRA 8 Total Metals. Additionally, the condition of the overflows, ladders, landings, and other appurtenances will be noted.

City Responsibilities: Provide access to the tank site and adjust water levels to allow access into the tanks.

Assumptions: Two weeks lead time will be provided and the City will provide access to the tank and lower water levels for interior access.

Subtask D – Mixing Alternatives Analysis and Technical Memorandum

Perform a mixing alternatives analysis to identify both passive and mechanical mixing options.

1. A mixing alternatives analysis will be performed to determine the possible mixing alternatives including both passive and active options.
2. Provide preliminary design and construction costs for incorporation of the preferred mixing alternative into a recoating or retrofit project.
3. Prepare a technical memorandum documenting the results of the mixing alternatives analysis.

Subtask E – Structural Seismic Analysis

Perform a structural seismic analysis of the tank shell and the foundation and identify deficiencies and options for retrofit. The findings and recommendations of the seismic analysis, as well as the coating assessment and mixing analysis, will be provided to the City in a technical memorandum.

1. Seismic analysis shall be performed according to current building codes stated below to determine structural deficiencies of each tank and associated piping. The existing tank vents will be reviewed for deficiencies for both DOH requirements and adequacy of air venting in case of a pipe break.
2. For identified deficiencies, develop options for retrofitting the reservoir to bring it into compliance with the seismic requirements of the current building code.
3. Provide preliminary construction costs and design and construction schedules for retrofit options.
4. Prepare a technical memorandum detailing the results of the seismic analysis, mixing analysis, and findings of the coatings and accessories assessment.

City Responsibilities: Provide timely response to Consultant questions. Review and provide comments on initial draft technical memorandum.

Assumptions: The structural seismic analysis will be performed in accordance with International Building Code (IBC) 2015 and AWWA D100-11.

Task 2 Deliverables: Three hardbound copies of the geotechnical report. Three hardbound copies of the draft and final technical memoranda. An electronic copy of the draft final technical memorandum including computations in PDF format compiled into a single document, emailed or on CD.

Task 3 – Well Treatment Alternatives Analysis

The City of Bainbridge Island HOB, FB, and Sands Wellfields have water quality concerns that the City would like to investigate. Some of the HOB wells have elevated levels of manganese and hydrogen sulfide, while the FB well may have elevated hydrogen sulfide levels. The Sands wells have elevated levels of sodium and a high chlorine demand. Currently, none of the sources exceeds any primary regulatory levels. The following scope of work is intended to identify potential treatment techniques, evaluate their feasibility, and recommend further pilot study work and design and implementation (to be completed under a separate contract).

Subtask A – Review Historical Water Quality Data and Identify Concerns

1. Obtain historical water quality data from the City and from the DOH Sentry website for the HOB, FB, and Sands Wellfields.
2. Review water quality information and identify potential water quality concerns with City staff.

City Responsibilities: Provide historical water quality information and allow G&O access to the HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns.

Subtask B – Collect Additional On-Site Water Quality Data

1. Perform on-site analysis for manganese, iron, hydrogen sulfide, UV 254, and other chemical parameters at the HOB, FB, and Sands wells.
2. Review water quality information and identify potential water quality constituents with City staff.
3. Identify potential methods of treatment for water quality concerns.

City Responsibilities: Allow G&O access to HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns and potential treatment methods.

Assumptions: Provide 2 weeks' notice before scheduling on-site testing. Costs for any commercial laboratory analysis will be paid directly by the City.

Subtask C – Perform Preliminary Analysis and Review of Potential Treatment Methods

1. Identify potential water treatment methods to address water quality issues identified in Subtask B.
2. Perform preliminary feasibility analysis and cost estimates on potential water treatment methods.
3. Evaluate alternatives considering cost and non-cost alternatives.
4. Identify the best water treatment methods for future investigation and recommend future pilot work to verify method efficacy.
5. Prepare a draft technical memorandum for City review.
6. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 3 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 4 – Head of Bay Wellfield Generator Predesign

The City of Bainbridge Island intends to install backup power at the HOB Wellfield. This scope of work will prepare a predesign report to size a generator that will be designed under a separate contract and may be constructed with future water treatment improvements or as a separate stand-alone project.

Subtask A – Review Existing Information

1. Obtain City design and record drawing information for all installations at the HOB Wellfield.
2. Gather current and potential future load data.
3. Verify electrical information during on-site visit to the HOB Wellfield.

City Responsibilities: Provide record and design drawings and provide site access to the HOB Wellfield.

Subtask B – Complete Load Study and Report

1. Perform load study using load information from Subtask A.
2. Discuss potential load priorities with City staff and identify loads that will be powered by the generator. If applicable, reassess the load study with prioritized loads.
3. Discuss generator location, installation issues, and accessories including acoustical mitigation with the City.
4. Document the load study and generator recommendation in a technical memorandum.

City Responsibilities: Review the draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 4 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An

electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 5 – 405 Pressure Zone Predesign Memorandum

The City of Bainbridge Island has portions of its High Zone that are at high enough elevation to experience low pressures. These areas include the high school and some neighborhoods in the vicinity of the two reservoirs, and two other high points that are less developed along New Brooklyn Road. The requirement to maintain 30 psi during normal conditions and 20 psi during fire flow in all areas of the distribution system also limits the ability of the City to use most of the storage volume in the High School Reservoirs. Consequently, the City would like to explore options to address the pressures in the high areas of the existing High Zone.

Subtask A – Obtain Background Information

1. Obtain City planning and land use information to determine development potential in affected areas.
2. Obtain City demand records for high-elevation areas.
3. Review water storage analysis from the draft Water System Plan.

City Responsibilities: Provide water records, planning information, and draft Water System Plan.

Subtask B – Preliminary Alternatives Analysis

1. Identify potential solutions for addressing the low-pressure areas. Possible solutions could include but are not limited to:
 - a. Developing a new pressure zone with a booster station and associated piping,
 - b. Exploring serving areas along New Brooklyn Road from the water system to the north, and
 - c. Investigating the installation of a booster pump station to maintain pressure in the existing High Zone during periods of low storage volume.
2. Develop initial alternatives and identify preliminary estimate costs, both capital and operation and maintenance, for the associated infrastructure.
3. Review the initial alternatives analysis and identify preferred solutions with City staff.

City Responsibilities: Meet with G&O to discuss City review comments and concerns.

Subtask C – Final Alternatives Analysis

1. Develop final alternatives and identify and estimate costs, both capital and operation and maintenance, for the associated infrastructure.
2. Review other considerations for the alternatives including permitting and constructability, and evaluate alternatives considering cost and non-cost factors.
3. Prepare a draft technical memorandum documenting the alternatives analysis and providing a recommended alternative.
4. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 5 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

SCHEDULE

Task	Weeks																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Kickoff Meeting	█																
Task 1 – Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2 – Reservoir Predesign																	
Geotechnical Investigation			█														
Geometry Data Collection				█													
Coating Assessment				█	█												
Mixing Alternatives Analysis				█	█	█	█	█									
Structural Seismic Analysis						█	█	█	█	█	█	█					
Task 3 – Well Treatment Alternatives Analysis																	
Review Historical Water Quality Data		█	█														
Collect Additional Onsite Data					█	█											
Preliminary Analysis of Potential Treatment							█	█	█	█	█	█					
Task 4 – HOB Generator Predesign																	
Review Existing Information		█															
Complete Load Study and Report			█	█													
Task 5 – 405 Zone Predesign Memorandum																	
Obtain Background Information		█	█	█													
Preliminary Alternatives Analysis					█	█	█	█	█	█	█	█					
Final Alternatives Analysis															█	█	█

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Bainbridge Island - 2017 Water System Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Engineer-in-Training Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD/GIS Technician Hours
Task 1 - Project Management	4	32						
Task 2 - High School Reservoir Predesign								
Subtask A - Geotechnical Report			2			2		
Subtask B - Existing Tank Geometry Data		6	4	4	8	8		
Subtask C - Coating and Condition Assessment		6		12	8	12		
Subtask D - Mixing Analysis		4		6				
Subtask E - Seismic Analysis	2	8	16	16	24	64		8
Task 3 - Well Treatment Alternatives Analysis								
Subtask A - Review Historical Data		12		8	12			
Subtask B - Collect On-Site Data		8		8	12			
Subtask C - Preliminary Analysis	2	8		16	32	4	4	
Task 4 - HOB Generator Predesign Memorandum								
Subtask A - Review Loads and Existing Record or Design Drawings		4					8	
Subtask B - Perform Load Study and Memorandum		4					32	
Task 5 - 405 Zone Predesign Memorandum								
Subtask A - Obtain Planning Information		2		4	8			
Subtask B - Preliminary Alternatives Analysis		4	8	16	32			8
Subtask C - Final Alternatives Analysis	2	8		16	16			
Quality Assurance/Quality Control	8	8	8		8	4	4	
Hour Estimate:	18	114	38	106	160	94	48	16
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$106 to \$145	\$96 to \$126	\$80 to \$123	\$100 to \$168	\$103 to \$184	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	\$160	\$155	\$140	\$125	\$100	\$145	\$150	\$85
Fully Burdened Labor Cost:	\$2,880	\$17,670	\$5,320	\$13,250	\$16,000	\$13,630	\$7,200	\$1,360

Total Fully Burdened Labor Cost:	\$ 77,310
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 460
Subconsultant (Geotechnical):	\$ 6,209
Subconsultant Overhead (10%)	\$ 621
TOTAL ESTIMATED COST:	\$ 84,600

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

ATTACHMENT “A”

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in Kitsap County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope of work below highlights the work that will be provided to complete the Pre-design report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.
2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.
3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is \$55,100, as shown on next page.

EXHIBIT A

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Predesign Report								
Site Visits and Analysis		20	20					
Pre-design Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$110 to \$167	\$120 to \$190	\$50 to \$132	\$118 to \$148	\$170 to \$222
Estimated Fully Burdened Billing Rate:*	\$170	\$160	\$135	\$155	\$155	\$105	\$140	\$200
Fully Burdened Labor Cost:	\$2,720	\$12,160	\$21,060	\$3,720	\$3,720	\$6,720	\$1,120	\$3,200

Total Fully Burdened Labor Cost:	\$ 54,420
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 180
Equipment	\$ 500
TOTAL ESTIMATED COST:	\$ 55,100

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - 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:

City Council to consider forwarding the Department of Ecology 2019-21 Biennial Stormwater Capacity grant acceptance in the amount of \$50,000.00, and associated budget amendment, to the October 22, 2019 consent agenda.

FISCAL IMPACT:

Amount:	\$50,000.00
Ongoing Cost:	
One-Time Cost:	\$50,000.00
Included in Current Budget?	No

BACKGROUND: The Washington State Department of Ecology made Municipal Stormwater Capacity grants available to Phase I and Phase II Permittees starting in 2008 and continue to date in order to implement and/or manage municipal stormwater programs. These grant funds are specifically provided to support the National Pollutant Discharge Elimination Systems (NPDES) Municipal Stormwater Phase Permit requirements and to improve and protect water quality in Washington State.

The funds will help the City develop and implement various programs and tasks required by the NPDES Phase II permit such as education and outreach, illicit discharge detention and storm system investigation and maintenance. City staff will continue to submit quarterly reports and invoices to the Department of Ecology. There are no contributing matching funds required for this grant. Upon Council approval, a proposed budget amendment will be included in the 4th quarter budget adjustment reporting.

Our standard practice for operating grants such as this one is to bring a request to the City Council prior to application. Due to the recurring nature of this grant cycle, and the ability of the funding to support the current budgeted work plan, the staff mistakenly moved forward with solicitation of the grant before seeking a request to apply. In the future, we will ensure that the Council has an opportunity to review and provide direction on operating grant applications.

ATTACHMENTS:

[Water Quality Stormwater Capacity Agreement](#)

FISCAL DETAILS: The Storm and Surface Water Management Fund expenditure authority fund would increase by \$50,000. The amount is fully supported by grant revenues.

Fund Name(s): SSWM Fund

Coding:



Agreement No. WQSWCAP-1921-BainIs-00014

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BAINBRIDGE ISLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Bainbridge Island, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1921-BainIs-00014
Project Title: 2019-2021 Biennial Stormwater Capacity Grants
Recipient Name: City of Bainbridge Island

RECIPIENT INFORMATION

Organization Name: City of Bainbridge Island

Federal Tax ID: 91-6001663

DUNS Number: 023277767

Mailing Address: 280 Madison Ave N
Bainbridge Island, WA 98110

Physical Address: 280 Madison Ave N
Bainbridge Island, Washington 98110

Organization Fax: (206) 780-3724

Contacts

Agreement No: WQSWCAP-1921-BainIs-00014
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Bainbridge Island

<p>Project Manager</p>	<p>Stella Collier NPDES Permit Coordinator</p> <p>280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724</p>
<p>Billing Contact</p>	<p>Stella Collier NPDES Permit Coordinator</p> <p>280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724</p>
<p>Authorized Signatory</p>	<p>Stella R Collier NPDES Permit Coordinator</p> <p>280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724</p>

Agreement No: WQSWCAP-1921-BainIs-00014
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Bainbridge Island

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
<p>Financial Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

Agreement No: WQSWCAP-1921-BainIs-00014
Project Title: 2019-2021 Biennial Stormwater Capacity Grants
Recipient Name: City of Bainbridge Island

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Bainbridge Island

By: _____

By: _____

Heather R. Bartlett
Water Quality
Program Manager
Date

Stella R Collier
NPDES Permit Coordinator
Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-1921-BainIs-00014
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants
 Recipient Name: City of Bainbridge Island

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

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SCOPE OF WORK

Task Number: 2 **Task Cost: \$45,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

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purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
1921 stormwater capacity	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office. 502

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WQSWCAP-1921-BainIs-00014
Project Title: 2019-2021 Biennial Stormwater Capacity Grants
Recipient Name: City of Bainbridge Island

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs. 506

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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Recipient Name: City of Bainbridge Island

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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Recipient Name: City of Bainbridge Island

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas Emissions Inventory - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

The professional services agreement with Cascadia Consulting, Inc, (attached) was executed on February 14, 2019, and provides for a greenhouse gas emissions inventory to be completed. As proposed, Amendment No. 1 provides for additional scope in response to the Climate Change Advisory Committee's review and discussion of the draft report produced by Cascadia Consulting, Inc. The amendment increases the cost of the contract by \$9,495 and so would increase the total cost from \$42,599 to \$52,094, an increase of 22%.

Because the new total exceeds the City Manager's signing authority and because the requested amendments significantly increase the scope of work and cost, staff is bringing these requests for Council consideration.

FISCAL IMPACT:

Amount:	\$9,495
Ongoing Cost:	
One-Time Cost:	\$9,495
Included in Current Budget?	No

BACKGROUND: In 2018, the City issued an RFQ for services to conduct a Green House Gas Inventory for both the City municipal operations and for the community more generally. The City received several proposals and selected Cascadia Consulting, Inc., to perform this work. The report estimates greenhouse gas emissions from the City's municipal and community activity. Cascadia provided a draft report in July of 2019, which the

CCAC reviewed. In September, the CCAC met with the consultant and posed several questions and made recommendations for additional review and edits to the draft report.

Cascadia has reviewed the requests for updates to the draft report and additional work from the CCAC and has provided a requested contract amendment of a not-to-exceed amount of \$9,495, bringing the total cost to \$52,094.

ATTACHMENTS:

[Amendment No. 1 to PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory](#)

[PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory \(Executed 2-14-19\)](#)

FISCAL DETAILS:

The revision, if approved, would result in an increased cost of \$9,495 which will be supported by the General Fund. This is an increase of 22% over the original cost. The new total is \$2,000 greater than the \$50,000 budgeted for this report.

Fund Name(s): General 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 February 14, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”), and Cascadia Consulting Group, Inc., a Washington State corporation, (“Consultant”).

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with conducting a greenhouse gas emissions inventory on Bainbridge Island; and

WHEREAS, the City desires to amend the scope of work under the Agreement related to the final Greenhouse Gas Inventory Report to include additional work and correspondingly increase the maximum amount payable under the Agreement by \$9,495.00.

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

1. 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 _____ (\$_____);

Fixed Sum: a total amount of ~~forty-two thousand five hundred ninety-nine dollars (\$42,599.00)~~ fifty-two thousand ninety-four dollars (\$52,094.00) in accordance with

Attachment A;

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

2. Attachment A, Scope of Services, is hereby amended to include a new “Task G” to read as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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

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

CASCADIA CONSULTING GROUP, INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

Exhibit A

Task G. Revisions to Greenhouse Gas Emissions Inventory Report

The following tables detail requested revisions to the draft Greenhouse Gas (GHG) Emissions Inventory Report for the City of Bainbridge Island, prepared by the Consultant in accordance with Task D of this Scope of Services. Elements were deemed as “In” or “Out” of this Scope of Services based on reference to the [City Seattle](#), [King County](#), Thurston County, and [City of Kirkland’s](#) recent GHG inventory methodologies and reports. These were used as a benchmark to define what a “typical” GHG inventory and report would or would not include.

The Consultant will perform the revisions, outlined in the tables below, to the GHG Emissions Inventory Report for the City of Bainbridge Island. The City will not incur any additional expense from the Consultant for the work related to the revisions labeled as “In” this Scope of Services—the cost of such work is deemed by both the City and the Consultant to be included in other tasks contained in this Scope of Services. In contrast, the City shall pay the Consultant for work related to revisions labeled as “Out” of this Scope of Services up to the total maximum amount of \$9,495.00, as shown below, which includes attendance at an additional meeting of the Climate Change Advisory Committee.

Editorial/Clarifying

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE (\$)
Add a “real” executive summary and provide a brief overview of methodology. In particular, explain the difference between the community and consumption inventory methodologies.	In	3	
When discussing emissions by household, explain why households are used in this part of the analysis and disclose the average number of people per household and the number of households on Bainbridge Island. Include a brief summary of this information in the executive summary.	In	0.5	
Add visual that shows the relationship between the community, municipal, and consumption inventories. Also elaborate on descriptions and methodologies of each.	In	0.5	
When noting the baseline year, explain the rationale behind why this year was chosen.	In	0.25	
Provide more explanation into what potable water use energy means and how it differs from wells (which are included elsewhere in the inventory). Name the specific water distribution systems that are included.	Out	0.25	\$31

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE (\$)
Add PSE fuel mix tables into the report to better explain how fuel mix changes impacted inventory emissions.	Out	0.25	\$31
Add a call out box on Green Power Purchases and RECs and how they relate to the inventory. Include the kWh of green power purchased for 2014 and 2018, if available.	Out	0.75	\$94
In Considerations section, include a sentence about uncertainty in inventories and why we talk about it the way we do (why we can't provide a statistical value).	In	0.25	
Play with the axis on the contribution analysis to make the chart more visible.	In	0.25	
Add in background information on why municipal solid waste increased from 2014 to 2018.	In	0.25	
Make sure there is no "offsetting" language in the materials.	In	negligible	
Follow up with the committee on the uncertainty and sampling for the i-tree tool.	Out	0.25	\$31
Table formatting.	In	0.25	
Add per-capita emissions to overview.	In	0.25	
Consider combining figures 8 and 9 – add % change to sectors in 2018 bar graph. Consider removing Figure 10.	In	0.5	
Reformat Figure 11 and check for accuracy.	In	0.5	
Add explanation of electricity grid loss factor and contributions to trends.	In	0.25	
Add locality of data to the Data Quality tables.	Out	1	\$125
Change public facing 2-pager charts to say "energy" rather than "electricity" in charts.	In	0.25	
Explain why the protocol includes certain sectors, and why the protocol matters.	Out	0.5	\$63
Correct reference errors.	In	0.25	
Define VMT.	In	0.25	
Add explanation of transit emissions increase.	In	0.5	
Further explain air travel emissions methodology.	In	0.5	
Clarify community solid waste description (where materials are transported).	Out	0.25	\$31
Express Table 7 in terms of kg/kg basis.	Out	0.5	\$63
Mention process and fugitive emission uncertainty for the community inventory.	In	0.25	
Add King County waste characterization study as a reference.	In	0.25	
Explain carbon dioxide equivalents.	In	0.25	
Include a pie chart visual for consumption inventory.	In	0.25	

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE (\$)
Write a section on actions and next steps.	Out	2	\$250
Include municipal solar generation numbers.	Out	0.5	\$63
Change emissions equivalencies and comparisons to something more meaningful than amount of coal.	Out	0.5	\$63
Total – In Scope		9.5	
Total – Out of Scope		6.75	\$845

Additional Research/Data Collection

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE (\$)
Further explore commercial and industrial propane. Look at sales tax information.	Out	24	\$2,250
Use boat registration information to estimate the number of marine vessels.	Out	18	\$1,500
Explore whether detailed ridership data-including home location of riders-are available for ferry trips. Would like to avoid doing a 50/50 split of travel. Research how Seattle handles this in their inventory.	Out	15	\$1,875
Get non-default values for septic by either contacting the department of health or figure out how many homes are connected to sewer and assuming the rest are septic.	In	8	
Animal census information seems too high. Contact Friends of the Farm to get more local information (Deb to send contact).	Out	12	\$1,500
Explain how EVs factor into the inventory.	Out	4	\$500
Get more accurate estimates of the population served by the wastewater treatment facility.	In	2	
On page 6, add a comparison of BI community emissions to other communities.	In	2	
Provide an i-tree analysis for both 2014 and 2018, rather than 2019.	Out	5	\$625
Total – In Scope		12	
Total – Out of Scope		78	\$8,250

Other

Attend additional Committee meeting.	Out	4	\$400
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Summary

Grand Total, In Scope	21.50	
Grand Total, Out of Scope	84.75	\$9,495

End of Exhibit A

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 Cascadia Consulting Group, Inc., a Washington State corporation (“Consultant”).

WHEREAS, the City needs professional services in connection with conducting a greenhouse gas emissions inventory on Bainbridge Island; 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: (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 forty-two thousand five hundred ninety-nine dollars (\$42,599.00) in accordance with **Attachment A**;

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: Cascadia Consulting Group, Inc.
 1109 First Ave Ste 400
 Seattle, WA 98101

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.

CASCADIA CONSULTING GROUP, INC.

CITY OF BAINBRIDGE ISLAND

Date: 2/14/2019

Date: 1/25/19

By: 

By: 

Name Ruth Bell

Morgan Smith, City Manager

Title Co-President

Tax I.D. # 91-1589555

City Bus. Lic. # UBI 601448948
(includes Bainbridge)

ATTACHMENT A SCOPE OF SERVICES

Task A. Kick-off Meeting & Define Methodology

We will convene an initial in-person **kick-off meeting** to help us understand the data available for the municipal and community greenhouse gas inventories and make key decisions regarding the methodology, scope, and boundaries of the project. We will also review and refine our data collection process—in cases where data availability may be limited, we will discuss alternative approaches and corresponding tradeoffs to arrive at the most defensible and informative analysis for the City.

As part of this initial meeting, we will discuss and confirm a base year and which greenhouse gases and sectors to include. Factors that may influence these decisions include guidance from accepted protocols, anticipated applications for climate action planning, data availability, budgetary constraints, and consistency with other governments in the region (e.g., Washington State GHG targets, Kitsap County inventory years, inventory and target years for other Puget Sound cities). At a minimum, we anticipate including the most common sources of greenhouse gas emissions: carbon dioxide (CO₂), nitrous oxide (N₂O), and methane (CH₄).

Once these parameters are set, we anticipate using the remaining time at the kick-off meeting to begin identification and sharing of relevant activity data and sources available to the City, such as for energy consumption, transportation activities, and waste disposal. We will also discuss the project's ultimate goals and outcomes, including how the City plans to use the final inventory data and associated materials, and how this project can most effectively support future climate action implementation and evaluation. Outcomes from the kick-off meeting will include a final project **work plan and schedule**.

Budget: \$3,360

Deliverables: Kick-off meeting, finalized and approved project work plan and schedule

Task B. Data Collection

Cascadia will develop a comprehensive **data collection checklist** for the community and municipal inventories. The checklist, which will be based in Excel or Google Sheets depending on the City's preferences, will outline specific data items needed for the inventories along with a brief description of the item, source for the information, and point of contact for data collection. This checklist will allow the City to monitor data collection at any point in the project, including which data are collected, which are outstanding, and who is responsible for delivering those data. The checklist will be built around the requirements and organization of the U.S. Community Protocol, corresponding ClearPath tool, and if desired by the City, the GPC BASIC + reporting level—including scopes, sectors, and sub-sectors. This organization will facilitate easy transfer of data into ClearPath and the GPC reporting spreadsheets.

With the checklist established, Cascadia will lead **data collection** efforts for the community and municipal inventories. The checklist will outline specific data items needed for the inventory along with a brief description of the item, source for the information, and point person for data collection. We anticipate that the City will provide assistance in locating and transcribing data owned by the City and providing contact information for outside data sources, where available.

The data collection phase will include solicitation of two types of data: 1) **activity data**, such as kilowatt-hours and vehicle miles traveled, and 2) **emission factors**, such as utility-specific emissions profiles or regional eGRID values. We will seek to collect the most locally specific data available (e.g., utility-specific emission factors), and will work closely with the City to clearly discuss and document instances in which more regional or national averages or assumptions are used. We will also coordinate closely with internal and external agencies such as local utilities and government organizations to obtain the most granular and up-to-date data possible for a robust and informative inventory. Where possible, we will bundle data requests to minimize the administrative burden of source data entities.

Having completed Kitsap County’s greenhouse gas inventory for the Puget Sound Clean Air Agency, we are deeply familiar with local data sources, including transportation data from the Puget Sound Regional Council, utility data from Puget Sound Energy, and solid waste data from local haulers. If sufficient local data are not available for those sectors, we will use regional or national estimations, as stipulated by the selected protocol. Examples of potential data sources for the community inventory are provided below.

Emissions Source	Data Collection Source
Electricity consumption	Activity Data: Puget Sound Energy (PSE) Emissions Factors: PSE Fuel Mix Disclosure Report and/or US EPA eGRID
Heating fuel consumption	Activity Data: Propane Northwest, Inc.; other vendors as applicable Emissions Factors: U.S. Community Protocol default fuel emission factors
On-road vehicle travel: <i>passenger and commercial</i>	Activity Data: Puget Sound Regional Council community VMT estimates Emissions Factors: Puget Sound Regional Council execution of EPA MOVES model
Solid waste disposal	Activity Data: Bainbridge Disposal Emissions Factors: Washington Statewide Waste Characterization Study; U.S. Community Protocol default landfill assumptions
Wastewater treatment	Total Emissions: Either emissions data from Fort Ward Wastewater Treatment Plant or U.S. Community Protocol’s population-based emissions models
Public transit: Kitsap Transit	Activity Data: Kitsap Transit or APTA’s NTD Data Tables (most recent year) Emissions Factors: EPA Climate Leadership Emissions Factors
Public transit: WA State Ferry	Activity Data: Washington State Ferries (route statements) Emission Factors: Washington State Ferries (fuel usage)
Air travel	Activity Data: SeaTac Airport Emission Factors: IPCC & US EPA Inventory of U.S. GHG Emissions and Sinks
Other maritime emissions	Total Emissions: 2016 Puget Sound Maritime Emissions Inventory
Non-road equipment	Total Emissions: EPA MOVES NONROAD model
Agriculture	Activity Data: USDA Agriculture Census Emissions Factors: US EPA Inventory of U.S. Greenhouse Gas Emissions and Sinks

We understand that gathering activity data for some sectors, such as on-road transportation may require additional coordination and analysis. We are prepared to either 1) work closely with a third party to obtain those data or 2) develop and implement a methodology for modeling activity within those sectors. We are comfortable working with third-party models for these purposes—for example, we have worked with the EPA MOVES model, EPA WARM model, and economic input-output IMPLAN model to quantify transportation, solid waste, and consumption-based emissions, respectively.

All inventory data will be organized transparently in electronic file folders and summarized in a single **comprehensive Excel workbook** that will ultimately be delivered to the City. The workbook will be thoroughly reviewed for quality control, clearly organized for ease of use, and carefully documented for transparency and replicability. For example, we typically begin each of our Excel workbooks with a hyperlinked table of contents to facilitate navigation and understanding of individual inventory components and datasets. Our goal will be to provide the City with all the information needed to conduct subsequent inventories accurately and efficiently.

Budget: \$6,820

Deliverables: Data collection checklist; populated Excel workbook and corresponding data file folders

Task C. Data Analysis

With available data collected and organized, Cascadia will work with City staff to conduct **sector-based municipal and communitywide greenhouse gas inventories** for the chosen base year and one additional year (for the contribution analysis).

Where available, we will seek to collect *measured* activity data, such as measured kilowatt-hours or therms used for building energy. In some cases, measured activity data are not available, such as community passenger vehicle transportation emissions. In those cases, we will collect *modeled* data outputs or perform modeling of available data. In all cases, we will closely document all inventory sources and methodologies for arriving at emissions estimates. An estimate of measured versus modeled emissions for selected sectors are summarized below (note that these are estimates; actual methodologies will depend on data availability).

Sector	Measured Subsectors	Modeled Subsectors
Residential Energy	<ul style="list-style-type: none"> Utility-derived electricity, natural gas, and propane energy usage 	<ul style="list-style-type: none"> Fugitive emissions from natural gas systems
Commercial Energy	<ul style="list-style-type: none"> Utility-derived electricity, natural gas, and propane energy use 	<ul style="list-style-type: none"> Fugitive emissions from natural gas systems
Transportation	<ul style="list-style-type: none"> On-road transit Passenger ferry 	<ul style="list-style-type: none"> Non-transit on-road and off-road vehicles Air travel
Solid Waste	<ul style="list-style-type: none"> Solid waste disposal Biological treatment of waste 	
Wastewater	<ul style="list-style-type: none"> Treatment of wastewater generated in city 	
Agriculture & Forestry		<ul style="list-style-type: none"> Livestock grazing Forest carbon sequestration
Consumption		<ul style="list-style-type: none"> Household goods, food, and services

We recommend compiling and summarizing all activity data in an Excel data management workbook and uploading the data into ICLEI’s **ClearPath tool** for analysis. We have found this arrangement to work best for local government clients, as it allows for customized and transparent data collection, while also ensuring that the inventory is housed in a platform that allows for easy updates and comparisons for future inventories. The ClearPath tool has many advantages, including user-friendliness, available technical support, assisted compliance with the U.S. Community Protocol, and ability to benchmark against other jurisdictions. It is also an online tool, which means that multiple City users can access the data if desired without worry of version control issues or conflicted local copies. Use of the ClearPath tool will also ensure that the City of Bainbridge Island’s inventory stays up-to-date as protocol requirements change over time. Tracking and analyzing the data in Excel prior to uploading to ClearPath supports transparency and record-keeping over time.

Cascadia has a robust **quality control (QC) team** that will review all quantitative products. We create Excel models that have built-in QC checks and dynamic referencing to accommodate changes (e.g., retroactive changes in emissions factors during inventory updates). Our model will include real-time, interactive capabilities for data visualization so that customized graphs can be easily created and modified to meet user needs and highlight different elements of the GHG inventory story. For example, we envision creating both higher-level summary charts for the public and decision-makers, as well as detailed charts aimed at technical experts and City staff.

Budget: \$10,740

Contribution Analysis

With the GHG inventories for two years available, Cascadia will also conduct a contribution analysis. With U.S. Department of Energy grant funds, ICLEI and Cascadia recently completed development of a user-friendly contribution analysis tool that allows cities to quantify the extent that external factors—such as population growth, weather patterns, electricity fuel mix, and economic conditions—drive emissions trends. For example, the tool can differentiate the increase in emissions attributable to population growth versus a colder winter. This state-of-the-art analytical technique reveals new inventory insights to inform climate action planning, such as by identifying key foci for emission reductions (e.g., electricity emissions factor) and quantifying the role of specific local actions in meeting reduction goals.

Cascadia will provide the City with a completed two-year contribution analysis comparison (including delivery of the populated tool).

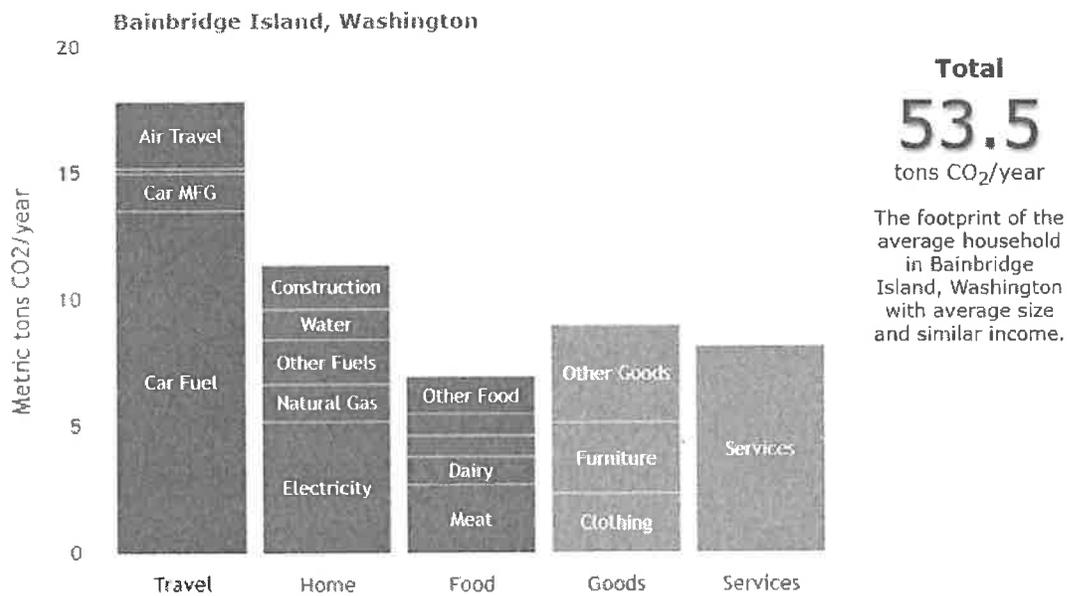
Budget: \$2,500

Consumption-Based Inventory

For both inventory years, we will also conduct a local **consumption-based inventory**. Cascadia brings a long history of conducting and applying consumption-based inventories for climate action planning, including working with King County and SEI in 2012 to pioneer a new methodology for quantifying consumption-based emissions at the local scale. Because consumption-based inventories are inevitably coarse in scale compared to other inventory sectors, we recommend that the City of Bainbridge Island use readily available sources to estimate its consumption-based emissions, such as using UC Berkeley's CoolClimate Calculator (see figure below) or extrapolating from King County's recent 2015 consumption-based inventory, which was completed as part of a recent contract with Cascadia. The CoolClimate Calculator employs the Economic Input-Output Life Cycle Assessment model (EIO-LCA), designed by Carnegie Mellon University, and the Comprehensive Environmental Database Archive to calculate consumption-based emissions, which uses an economy-wide model of cradle-to-grave emissions of all major greenhouse gases for over 400 economic sectors of the economy.

Budget: \$2,918

Figure 1. Estimated consumption-based GHG emissions for Bainbridge Island, using [UC Berkeley's CoolClimate Calculator](#).



Land Carbon Changes

We will also coordinate with the City to quantify the **land carbon changes** associated with clearing of land for development. We will implement an approach similar to that taken by King County for its 2015 GHG inventory, which involved using County Assessor data to quantify acres of land cleared for development and multiplying that acreage by an estimate of carbon stock losses, as quantified by a regional study conducted by scientists at the University of Washington.

Budget: \$1,508

Task D. Inventory Report

Cascadia will prepare a **Greenhouse Gas Inventory Report** that summarizes the methodology and findings of the community and municipal inventories. While we expect to finalize the report's structure with the client team, we anticipate it will include the elements below.

- ▶ **Brief executive summary**, including key takeaways and graphics. We anticipate designing this summary to function as a standalone communications piece that accompanies the report and can be used to communicate key findings to City leadership and the broader Bainbridge Island community.
- ▶ **Introduction and methodology**, including a discussion of the context and value of the inventory, an overview of the methods used to conduct the inventories and contribution analysis, and other brief considerations such as data gaps and assumptions.
- ▶ **Inventory results and implications**, including a discussion of major emissions sources over which the City may have influence and priority areas for focus in a mitigation planning process.

We pride ourselves on creating final products that are not only accurate and actionable but attractive and engaging too. To that end, we envision producing an accessible, user-friendly report with concise text and a focus on graphs and other visual aids. The goal will be to provide a clear, high-level snapshot of methodologies and the importance of tracking and reducing emissions—and to serve as a baseline for setting goals and monitoring progress.

Cascadia has an in-house design team that crafts visually appealing products that are scaled to the needs of each client. We offer Word- and Adobe-based document design and production services, infographic development, and compelling data displays, should the City desire such elements in the final report. Our standards are upheld with rigorous quality control processes that involve editorial board review and senior-level oversight of all written work products and deliverables.

Budget: \$5,400

Deliverables: Draft and final Greenhouse Gas Inventory Report

Task E. Training & Tracking Hand-off

To make progress toward GHG emission reduction goals, it is imperative that cities have the ability to accurately measure and track GHG emission progress over time. Cascadia is prepared to thoroughly equip the City with the tools, methodologies, and training needed to update the GHG inventory on an ongoing basis. We are currently assisting the cities of Shoreline and Bellevue in this process, and we will incorporate lessons learned from those experiences into our work with the City of Bainbridge Island. Specifically, we suggest the following approach to ensure a smooth transition:

- ▶ **Complete file packaging:** We will package all relevant documents into one organized place so that City staff have intuitive, transparent, and streamlined access to all data sources and analysis files. We will include in those documents files that provide step-by-step guidance for conducting the inventory, such as PowerPoint slides with screenshots for each step.
- ▶ **Detailed documentation:** We will create a single comprehensive Excel workbook that contains all the information needed to update the inventory, including contact information for data sources, step-by-step methodologies, listed underlying assumptions, and transparent computations. This file will also provide placeholders for future years so that future data collection and entry is straightforward. We find that housing this information in Excel, rather than in a Word document, makes the underlying data and methodologies easier to understand, reference, and update in the future. We will also populate ClearPath with underlying assumptions and data documentation, and we will walk through the ClearPath tool with City staff to ensure that information is accessible and understandable to future users. If desired, we can also create a brief summary memorandum that outlines key methodology decisions and steps.
- ▶ **Training sessions:** We will sit down with City staff to go through each step of the inventory process. We find that the best way to do this is to run through a mock update scenario for a year other than the base year that was analyzed (e.g., a past year). We anticipate two sessions—one session to review the materials and the methodology for the base year inventory that was completed and another session to test update capacity using a mock year scenario. We recommend conducting the training with at least two City staff members to ensure redundancy should future role or staffing changes occur. These trainings sessions will be critical for ensuring that all documentation provides the necessary information for updating the inventory over time; we anticipate needing to update guidance documentation in an iterative manner as the trainings are conducted.

Budget: \$5,480

Deliverables: Electronic file package with all underlying data and computations; comprehensive Excel workbook with methodology documentation and accompanying high-level summary memorandum; two in-person training sessions.

Task F. Project Management

Throughout the project, Cascadia will continue to coordinate with the client team, including participating in **biweekly check-in calls** with the client. (We are happy to adjust the frequency of our check-ins to meet the City’s needs.) We will also invoice for work on a monthly basis and provide monthly activity reports. Cascadia will use its Deltek Vision project management software to provide real-time budget updates and regular detailed reports and invoices, and we will provide monthly progress reports that cover budget, timeline, and deliverables. Our project manager, Kendra White, will be available for three meetings with the City’s Climate Change Advisory Committee and the City Council, to provide project updates and address technical questions.

Budget: \$3,873

Deliverables: Monthly administrative reporting and biweekly check-ins throughout the project

Schedule

We estimate that this project will take approximately four months. The schedule below assumes a start date of January 1, 2019.

Task	2019			
	January	February	March	April
A. Kick-off Meeting & Define Methodology				
B. Data Collection				
C. Data Analysis				
D. Inventory Report				
E. Training & Tracking Hand-off				
F. Project Management				

Budget

We estimate a total project budget of \$42,599.

Task	Budget
A. Kick-off Meeting & Define Methodology	\$3,360
B. Data Collection	\$6,820
C. Data Analysis	\$17,666
D. Inventory Report	\$5,400
E. Training & Tracking Hand-off	\$5,480
F. Project Management	\$3,873
Total	\$42,599

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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)
02/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Robert Karl	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: CA License #0192858 PRODUCER CUSTOMER ID #: CASCA-1													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Casualty Ins Company</td> <td>24074</td> </tr> <tr> <td>INSURER B : West American Insurance Co</td> <td>44393</td> </tr> <tr> <td>INSURER C : Darwin Select Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER D : ***THIS CERTIFICATE SUPERSEDES</td> <td></td> </tr> <tr> <td>INSURER E : ANY PREVIOUSLY ISSUED</td> <td></td> </tr> <tr> <td>INSURER F : CERTIFICATE ON FILE***</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty Ins Company	24074	INSURER B : West American Insurance Co	44393	INSURER C : Darwin Select Insurance Co	24319	INSURER D : ***THIS CERTIFICATE SUPERSEDES		INSURER E : ANY PREVIOUSLY ISSUED		INSURER F : CERTIFICATE ON FILE***
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INSURED Cascadia Consulting Group, Inc 1109 1st Ave., Ste. 400 Seattle, WA 98101														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		BKO57696405	03/19/2018	03/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAW57696405	03/19/2018	03/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Comp Ded \$ 250 Coll Ded \$ 500
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BKO57696405 WA STOP GAP	03/19/2018	03/19/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIAB \$25,000 DEDUCTIBLE			03042934 RETRO DATE: 12/18/08	12/17/2018	12/17/2019	Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured if required by written contract or agreement, subject to the General & Auto Liability additional insured provision endorsements.
 Insurance is Primary & Non Contributory
 Project: City of Bainbridge Greenhouse Gas Inventories

CERTIFICATE HOLDER City of Bainbridge Island Attn: City Manager 280 Madison Avenue North Bainbridge Island, WA 98110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

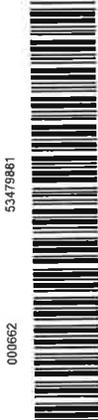
1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**



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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. **Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. **Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
 - This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



STATE OF WASHINGTON

Profit Corporation

BUSINESS LICENSE

Unified Business ID #: 601448948

Business ID #: 001

Location: 0001

Expires: Mar 31, 2019

CASCADIA CONSULTING GROUP, INC.
ENVIRONMENTAL PLANNING CONSULTANTS
1109 1ST AVE STE 400
SEATTLE, WA 98101-2951

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2020) - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL26642 (EXPIRES 8/31/2019) - ACTIVE
- BELLINGHAM GENERAL BUSINESS #037064 - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #34558 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601448948 001 0001

Expires: Mar 31, 2019

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CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 22, 2019

ESTIMATED TIME:

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:

[Climate Change Advisory Committee Minutes, September 18, 2019](#)

[Cultural Funding Advisory Committee Minutes, September 9, 2019](#)

[Environmental Technical Advisory Committee Minutes, August 8, 2019](#)

[Public Safety Committee Minutes, May 9, 2019](#)

[Race Equity Task Force Minutes, September 5, 2019](#)

[Utility Advisory Committee Minutes, September 11, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

CLIMATE CHANGE ADVISORY COMMITTEE

Regular Meeting
September 18, 2019

MINUTES

Present: Committee members Jens Boemer, Derik Broekhoff, Michael Cox, Lara Hansen, Gary Lagerloef, David McCaughey, Nora Ferm Nickum, Deborah Rudnick; Council Liaison Joe Deets

Absent: Committee member Julie Matthews

Public: Gloria Saylor, Astrid Clark

Others: Ellen Schroer, Deputy City Manager; Britain Richardson, Cascadia Consulting Group

1. The meeting was called to order at 6:33 pm.
2. Conflict of interest disclosure: Jens Boemer reminded everyone of what he said at the last meeting (everything he says in these meetings is not at all associated with the Electric Power Research Institute where he works; he is only here as a citizen of Bainbridge Island).
3. Minutes from the previous meeting (August 29, 2019) were approved.
4. Public comment
 - Gloria Saylor said she was glad to be here and that the work of this Committee is very important.
 - Astrid Clark said she is here because she cares, she is a scientist with a lot of ideas, and she would like to be involved in efforts to address climate change.
5. Bainbridge Island Climate Impact Assessment
 - We passed a motion to endorse the Bainbridge Island Climate Impact Assessment and ask the City to post it to the CCAC website.
6. GHG Inventory discussion with Cascadia
 - We reviewed our inventory questions with Britain Richardson from Cascadia Consulting Group and agreed on some edits and next steps for completing the GHG inventory report.
7. Updates/Report-outs/Discussion
 - Climate Action Plan goals
 - We will present the draft goals to Council at the same study session where the GHG inventory is presented.
 - Community survey
 - The survey is live. We will be publicizing it widely later this week.
 - Community workshop
 - We are going to postpone the community workshops to December (tentatively Dec. 4, 7, and/or 11) because we want to have the final GHG inventory results available to share.
 - October 1st City Council Study Session
 - Postponed: We currently anticipate that the GHG inventory report will be presented to Council at their Nov. 5 or Nov. 19 study session.

- Draft path to 90% GHG reductions by 2040
 - We discussed a draft document about the cuts in emissions that could be necessary in different sectors in order to add up to our overall goal. It is a useful exercise for helping everyone understand the magnitude of the problem and what will need to happen to make significant emissions reductions.
 - PSE is planning to do a pilot community solar project and they are looking for jurisdictions. PSE will put out a Request for Information in early October.
 - Deb reported that she met with Friends of the Farm. They are interested coming to one of our Committee meetings to share what they are trying to do. We will invite them to attend our October meeting.
 - UAC/CCAC PSE franchise report – David will report on this at the next meeting.
 - We will initiate a conversation with PSE about various topics.
8. The meeting was adjourned at 8:43 pm.

10/16/19 10/16/19

Co-Chair 10/16/19



CITY OF
BAINBRIDGE ISLAND

CULTURAL FUNDING ADVISORY COMMITTEE MEETING
MONDAY, SEPTEMBER 9, 2019
CITY HALL
COUNCIL CONFERENCE ROOM
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

MINUTES

MEMBERS: Jim Cash Sal DeRosalia
 Becky Crook Steve Rabago
 Tara DeCoster Diana Urbaite-Sosonkina

LIAISONS: Councilmember Rasham Nassar
 Councilmember Leslie Schneider

ALSO ATTENDING: Anne Katahira, The Giving Practice

The meeting was called to order at 6:09 pm.

The agenda for the meeting was approved. The Cultural Funding Advisory Committee (CFAC) members (the "committee") introduced themselves to one another. There were no conflicts of interest disclosed.

The committee received a training on the Public Records Act and Open Public Meetings Act led by Robbie Sepler, Deputy City Attorney.

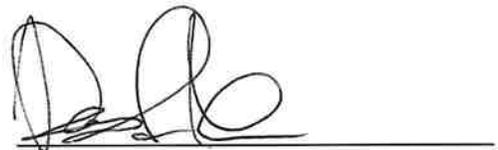
Anne Katahira, consultant with The Giving Practice, facilitated the remainder of the meeting beginning with an overview of committee roles and responsibilities, along with an overview of the RFP and the process.

The committee reviewed upcoming meeting dates, discussed the purpose of a community review panel, expectations and ground rules for a successful process.

The committee reviewed the eligibility requirements for applicants and received a brief introduction to elements of a successful grant review process.

The next meeting will be held on October 14, 2019 to discuss the committee's initial feedback on proposals.

The meeting was adjourned at 8:27 pm.



Liaison



MINUTES

Call to Order at 3:08 PM

Member Attendees: Karl Shearer, Charlie Kratzer, Steve Saepoff, Casey Schmidt (by phone), Dylan Frazer, Jane Hannuksela, Juan Rovalo, and Melanie Keenan

Members Absent: Michelle McClure

Council Liaison: Rasham Nassar

Guest: Christian Berg (COBI Water Resources staff)

Minutes from May 16, 2019 meeting approved.

Conflicts of Interest

- None disclosed

Council Liaison Report

- Rasham provided some input on recent Council meetings. COBI staff is working on updating the Critical Areas Ordinance.
 - ETAC should contact Christy Carr about her initial work for COBI on groundwater recharge areas, as noted in the May 16th ETAC meeting minutes.

Chair Report on Activities since 5/16 Meeting

- ETAC interviews on 5/28 with Kol Medina – Jane Hannuksela and Michelle McClure appointed; Melanie Keenan reappointed as a result of the interviews.
- Issue of converting Advisory Committees to Task Forces – Chair met with Kol Medina and Rasham on 6/15 and with Matt Tirman on 6/18, following the Council discussion at their 6/11 meeting.
- Bottom line – ETAC is remaining as an Advisory Committee for now.

COBI Water Resources Activities (Christian Berg)

- Christian summarized the current state of the COBI water resources sampling program (presentation made available to ETAC as pdf).
- Discussion of the WRIA15 process of developing a watershed plan for Kitsap County; BI is its own watershed within WRIA15.

GWMP Update

- Nothing has changed; no job announcement yet from COBI.

GW Fact Sheet Update

- Some word changes were made by the Chair based on comments at the 5/16 ETAC meeting.
- There was a suggestion of adding an Aspect graph of population growth versus groundwater pumpage.



CITY OF
BAINBRIDGE ISLAND

ENVIRONMENTAL TECHNICAL
ADVISORY COMMITTEE
SPECIAL MEETING
AUGUST 8, 2019

Other Comments

- There was a comment as to whether the COBI stream monitoring data could be made available to ETAC to look for any statistical differences as a result of the COBI change in sampling frequency from monthly to quarterly.

Meeting adjourned at 5:02 PM.

 10/17/19
Charlie Kratzer, Chair 10/17/19



MINUTES

1. Call to Order/Roll Call/Agenda/Conflict of Interest
 - a. The meeting was called to order at 6:00 p.m.
 - b. Committee Members Present: Joe Deets, Ron Peltier, Sarah Blossom
 - c. Staff Members Present: Chief Horn, City Manager Morgan Smith
 - d. Member of the Public Present: Kian Ashabi (RETF), James Friday (RETF), Cindy Anderson, David Schutz, Charlotte Rovelstad, Andy Rovelstad
 - e. A discussion of Navigator program room rental was added to the agenda.
 - f. There was a request to discuss speed limits during the Good of the Order
 - g. The Agenda was accepted as modified (Peltier/Deets)
 - h. There were no conflicts of interest

2. Approval of March 4, 2019 minutes: Approved (Peltier/Deets)

3. Public Comment

Cindy Anderson – would like to talk about 3 things

- Filed a complaint a year ago in March and has not gotten a written response. Cindy believes that is because we're worried it will end up in litigation. That's not fair. She shouldn't be treated differently.
- Would like to have a discussion of the fact that we have no liability coverage for use of unreasonable force or false arrest. Every City she knows of self-insures.
- Discuss the difference between the internal investigation process and use of force investigations.

Charlotte Rovelstad

- Has attended RETF meetings. Would be good to have a discussion about racial profiling on this Island. How can we get information about the prevalence or lack thereof?
- Future plans on the use of technology. Would be prudent to have a community conversation around that. Talk to other jurisdictions i.e. Poulsbo using drones. Bill in Olympia re missing and murdered indigenous woman, stats not tracked at all. Seattle has highest number in country so relevant to us.
- Drew Hansen – Hope Act re people newly released from prison and obstacles that they face. Troubled by the requirement of a background check to apply for PSC as a citizen. Not satisfied with answers she's gotten. Would encourage further exploration.

4. Race Equity Task Force

- There is a need for RETF to try to change the actions of citizens. Things that are happening on the Island demonstrate the need for the RETF. Introduced the purpose of RETF and goals.
- Kian read the founding statement and vision
- The data does not exist to determine if there are certain trends that demonstrate racial bias
- RETF will continue to have a presence at the PSC meetings
- It was suggested that maybe someone from PSC could attend RETF meetings

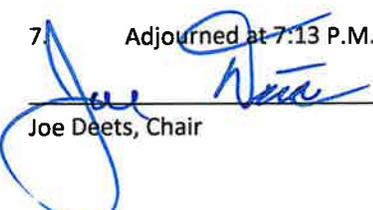


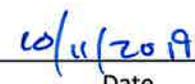
- Joe asked James and Kian how they felt about the RETF? Kian feels slightly overwhelmed because we'll be charting a new path to gather the data that's needed. Considering developing a survey for the high school, also a hotline where incidents can be reported.
 - Joe also asked if there was anything to highlight what the PSC could do for RETF? That's still in development and would also like to know if there's anything that the RETF can do for the PSC.
 - James thinks that requiring a background check does not make the opportunity available for everybody.
 - Kian said RETF is here to serve entire community
5. Navigator program update – request for room, Morgan is still working on an interlocal agreement with the Program. Very supportive of it. New interlocal agreement was drafted but then format changed. Putting it together again to bring to Council and can address the request for a room in the agreement. Not able to waive the fee per the Auditor.
6. Police Chief's Report – Chief Horn summarized the Chief's Report
- 2 complaints, 1 exonerated (noise related), 1 unfounded (officer wasn't near incident)
 - 1 use of force (minor injuries to both suspect and officer)
 - Survey results – 83% very high impression of officer or employee
 - Performance Measures – no juvenile arrests this year
 - James asked if the RETF could ask the Police Department for data for them to use? Morgan and the Chief will follow up with James
 - James asked if there is a Community Watch Program? Chief – nothing like that, have tried to work on it but some communities are pretty spread out, others are not, and it would be easier. In other communities the Police go to the neighborhoods on National Night Out, we do it differently here. James – perhaps insert it into neighborhoods that are organized via disaster preparedness.
 - Chief – will be speaking at Memorial ceremony in Bremerton for Police Week, also reminder that 4 Corporals and K-9 Officer will be sworn in on 5/14
6. For the Good of the Order
- New PSC structure and qualifications were discussed
 - Charlotte – maybe the purpose of the Committee could be broadened to focus on how we become a safe community in more respects
 - David Schutz - City Manager makes a really good point regarding adding citizen representatives and Council should pause because it may become a forum for topics that are more appropriate for other venues i.e. Chief's Roundtable

7. Adjourned at 7:13 P.M.

Submitted by Sarah Blossom

558


Joe Deets, Chair


Date



MINUTES

I. CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / ACCEPT OR MODIFY MINUTES /CONFLICT OF INTEREST DISCLOSURE - 6:30 PM

- a. Agenda accepted as written
- b. Minutes accepted as written
- c. No conflicts of interest

MEMBERS: JAMES FRIDAY, SUSAN WILMOT, KIAN ASHABI, JANNA CHAN, SAVANNA ROVELSTAD, PEGGI ERICKSON

COUNCILMEMBER LIAISONS: RASHAM NASSAR

2. PUBLIC COMMENTS

- a. Cindy Anderson (206-914-1530): I'm interested in the idea of equal outcomes. Our city council is looking at a proposal to set up a dense project between two middle schools for "affordable housing." I am sensitive to children being left out. If you put the poor kids in a housing project between two schools that could ostracize those kids. I would love if this committee could talk about this proposal with the lens of equal outcomes.
- b. Charlotte Rovelstad: This is regards to the city council around comments regarding the RETF marching in the parade and setting up a farmer's market booth. I expressed concern to the RETF liaisons about why they didn't comment, they all defended their colleagues. I have seen city council members say one thing to your face then act completely differently. I want you all to take note of this behavior.
- c. Annie Moffat: I was thrilled that you all marched in the parade. I wasn't aware that the council pulled this task force together. Regarding Charlotte's comments, I'm not surprised to hear that, but I'm still disappointed.
- d. Baharini Ali: I'm in support of what you're doing. I'm glad to have a place to talk about this and try to fix these problems. I have personally experienced racism. I want to try and fix this when I'm a grownup. I hope my kids or grandkids never have to experience racism.
- e. Deana Martinez: I've been on Bainbridge for 11 months. Two weeks in I was told to go back to my own country. The response has been the same from all people: "Really? Here on Bainbridge?" There was a long Facebook post with many people commenting and projecting. I'm looking forward to becoming more involved in this town. I have a big voice. It's an ongoing challenge to go out into white spaces and feel comfortable.

3. 8/31 FARMER'S MARKET DEBRIEF

- a. Sue: We did our second farmers market. A lot of the people here tonight learned about us at the market. We collected a lot of emails and phone numbers and got great feedback from folks who want to support us when we go in front of the city council. We heard from folks that they want us to deal with disability equity. Someone talked about the shooting in Poulsbo. Another mentioned the multicultural advisory committee. We met new people to the island, people interested in moving here. Someone moved here and toured the schools after they were told there were students of color – there were not.
- b. James: It was a great opportunity to get in front of the public.
- c. **RETF will be at the Farmer's Market this Saturday, 9/7**



d. Action Steps:

- i. Sue: Add comments from farmers market to a document so the RETF can archive the information; save document to RETF shared drive.
- ii. Brenda: Add all emails collected at market to a spreadsheet; save spreadsheet to RETF shared drive.

4. GARE PRESENTATION

- a. Review GARE final proposal
- b. Review draft presentation
 - i. Meeting prep
 1. Hiring practices:
 - a. Prepare for Morgan to say that our practices are already equitable
 - b. Why focus on hiring? This is part of the comprehensive holistic approach to tackling this issue. Your staff and city government are part of the decision-making process. You can't compartmentalize – you need to tackle as a whole thing.
 2. Where does this fall in the city's priority list? It's in every priority.
 3. Staff time and budget: this is professional development. Everyone else is going through this training right now.
 - ii. Agenda packet
 1. Add short memo with bulleted summary: what we're proposing, cost, etc. – have the entire task force sign.
 - iii. Logistics
 1. Council Member Nassar will ask if we can get on the 10/15 city council study session
- c. Conversations with city council members (ground softening)
 - i. Pegg: I spoke with Council Member Leslie Schneider about this proposal. Her one comment that sticks out to me is: The city council is looking at the role of committees and task forces right now. The council had to disband the multi-modal task force because they could not do the work right now. I said that a city not having cultural competency training for employees doesn't work in this day and age.
- d. Action Steps:**
 - i. Janna: Add short memo with bulleted summary: what we're proposing, cost, etc. – have the entire task force sign.
 - ii. Council Member Nassar: Inquire if RETF can get on the 10/15 city council study session

5. "WELCOME" SIGNAGE UPDATE

- a. *Postponed until Brenda is available to participate*

6. CONTENT CREATION PROTOCOLS (JANNA)

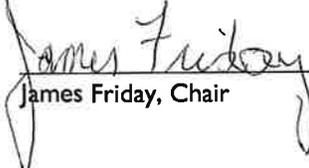
- a. All collateral going before the public must be copyedited and reviewed by at least two other task force members.
 - i. Savanna and Janna have volunteered to review all collateral before it's finalized and shared with the public.



7. COMMENTS FOR THE GOOD OF THE ORDER

- a. Sal DeRosalia: We have citizens who want to help so badly. There are many people who have graphic design and writing skills who can contribute. There has been a lack of public outreach, and decisions are made in a vacuum. I implore you to reach out to people versus having them come to you. Include the community you're supposed to be representing.
- b. Giselle Vincent: I love getting the word out. I print banners and design fliers. We don't know what you want us to say.
 - i. Council Member Nassar: All work needs to come from the RETF and be approved by the RETF. Community members can participate, but the members need to lead the work.
- c. Cindy Anderson: I have been coming to these meetings since the beginning and you have come a long way. I don't think you're quite ready to send a message out yet. But when you are, you have some real champions.
- d. Charlotte Rovelstad: I go to different kinds of meetings and a lot of them don't utilize volunteers.
 - i. I heard from Morgan that the number of POCs employed by BI reflects the population of BI.
 - ii. I want to clarify that the race equity toolkit is a mechanism to address structural racism.
- e. Peggi: This year's Kitsap Human Rights Conference is about policing and human rights on December 6 in Bremerton.

8. ADJOURNMENT – 8:04 PM


James Friday, Chair 10-16-2019
Date



Minutes

Meeting called to order at 5:00 p.m.

Members present: Andy Maron (chair), Charlie Averill, Sheina Hughes, Ted Jones, Nancy Nolan

Members absent: Martin Pastucha, Emily Sato

Others present: Rasham Nassar (council liaison); Chris Wierzbicki (public works director); Mike Michael (city public works department)

Small Water Systems (continued discussion)

- Chris first provided information about the process when a new development project is located with the city's service area. Private wells are prohibited within 300 feet of existing city pipelines; new construction must connect to the city's system.
- Outside the city's service area, the city is not involved in approval of water service, as a project will obtain service from another water purveyor or drill a private well. New construction must receive approval from the Kitsap Health District, which has jurisdiction over wells and/or septic systems when applicable.
- Ben Klasky, a resident in the Emerald Heights water system service area, provided some information about that system. The system is privately owned, and owners are looking for a buyer. It is surrounded by Kitsap PUD service area. There is some concern about necessary renovations for the system and ongoing maintenance. KPUD is available to take over the system if needed because of problems, but apparently is not interested in buying it. The private company Washington Water may buy the system.

Small Water Systems – Discussion Memorandum

- Discussion of the 8/28/19 Draft Memorandum, particularly the question of how (and from where) information can be obtained.
- It was noted that KPUD has a lot of information about wells.
- Discussion of how service units are defined: If a home has an ADU, is that a second service?
- Chris will check with Gretchen Brown to see what info she has
- Andy will prepare a summary of who is doing what

Feedback/Discussion

- Chris distributed (with the agenda) a revised Scope of Work for the Wastewater Treatment Plan evaluation

Committee chair election: Deferred until the next meeting.

Meeting adjourned at 7:00 p.m.

Chair

10/09/19



Minutes

Committee members present: Andy Maron (Chair), Charles Averill, Emily Sato, Ted Jones, Martin Pastucha, Sheina Hughes (attended via phone 5:08 pm—6:24 pm).

Absent: Nancy Nolan

CC Liaison: Rasham Nassar

Also present: Chris Wierzbicki, COBI Director of Public Works

The meeting was called to order at 5:00 pm by Andy Maron, Chair.

Minutes: The meeting minutes of August 28, 2019 were unanimously approved as corrected.

Public Comment: There was no public comment.

Small Water Systems (continued): After a short discussion regarding the previously distributed list of information-gathering assignments and input from Chris, it was decided that a Public Works employee would be tasked with researching where relevant information is stored, gathering research materials relevant to our list of questions, and posting them on the UAC shared drive (or distributing hard copies, whichever seems more feasible). Andy continues to work on a memorandum regarding the Island's small water systems for City Council. Chris presented an updated map showing the island's known wells, as well as all of the Group A and Group B water systems which sparked further discussion of Group B system acquisition issues, what to do with aging water systems (and owners), and who has responsibility to help substandard systems who ask for help. It was agreed that we should investigate what the exact powers are of each of the entities involved (KPUD, COBI, and Kitsap County/KCDOH). It was also agreed that we should try to define the problem we're trying to solve more precisely, possibly through a survey of system owners. Other related issues are interconnectivity, cost sharing and satellite systems.

High School Road Tank Replacement Design: Chris presented the UAC with a summary of the three most relevant Gray & Osborne Technical Memos related to the replacement of the High School water tanks. In short, the cost of necessary seismic retrofitting of the existing tanks is so high that replacement seems to be a clearly better choice, especially when considering the need for increased water pressure at higher elevations within the water system's service area. Various configurations of new tanks/pressure boosting equipment were then discussed.

Committee Chair(s) Discussion and Election: Andy reminded the committee that he is winding up his term on the UAC and asked if anyone would be willing to chair or co-chair. Ted said he would be amenable to being co-chair. Martin made a motion to elect Ted and Andy as co-chairs, which was seconded by Emily, and then passed unanimously.

Adjournment: The meeting was adjourned at 6:54 pm.

Chair

10/09/19