



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, NOVEMBER 12, 2019

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

AGENDA

1. CALL TO ORDER/ROLL CALL - 6:00 PM
2. EXECUTIVE SESSION
 - 2.A (6:05 PM) Pursuant to RCW 42.30.110(1)(i), to discuss with legal counsel matters relating to litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, 15 Minutes
3. PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:20 PM
4. PUBLIC COMMENT - 6:25 PM
5. MAYOR'S REPORT - 6:40 PM
6. CITY MANAGER'S REPORT - 6:45 PM
7. PRESENTATION(S)
 - 7.A (6:50 PM) Proclamation Declaring the Week of November 16 - 23 as "National Hunger and Homelessness Awareness Week" - Mayor Medina, 5 Minutes
National Hunger and Homelessness Awareness Week Proclamation 2019
 - 7.B (6:55 PM) Puget Sound Energy Briefing - Executive 30 Minutes
PSE Fact Sheet
PSE Council Briefing
8. UNFINISHED BUSINESS

- 8.A **(7:25 PM) Public Safety Committee Recommendation on Committee Changes - Councilmembers Deets, Blossom, and Peltier,** 10 Minutes

- 8.B **(7:35 PM) Ordinance No. 2019-37, Authorizing Local Sales Tax to Support Affordable and Supportive Housing - Finance,** 10 Minutes
 Ordinance No. 2019-37, Authorizing Local Sales and Use Tax to Fund Investments in Affordable and Supportive Housing
 AWC Implementing HB 1406
 MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit
 Resolution No. 2019-27 Stating Intent to Implement HB1406 Approved 102219.pdf

- 8.C **(7:45 PM) 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 11 5 19 TY-2020.docx
 Property Tax CC 102219.pptx

- 8.D **(7:55 PM) 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.docx
 2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf
 2020 Budget Modifications for CC 100119.pptx
 2020 Budget Modification Memo - Final - 100119

- 8.E **(8:05 PM) Impacts from Passage of I-976 - Finance,** 10 Minutes
 Presentation TBD - CC 11122019
 Bainbridge Island Initiative 976 FAQ
 Vehicles Subject to Fees

- 8.F **(8:15 PM) Puget Sound Energy Community Solar Sites - Request for Information (RFI) - Public Works,** 10 Minutes
 PSE Community Solar Memo
 PSE Community-Sited Solar RFI

9. NEW BUSINESS

- 9.A **(8:25 PM) Lodging Tax Advisory Committee (LTAC) 2020 Funding Recommendations - Executive,** 10 Minutes
 2020 LTAC Funding Recommendations - for CC 11122019

- 9.B **(8:35 PM) Ordinance No. 2019-30, Updating Pass-Through Fee From Retailers to Customers Requesting Bags - Finance,** 10 Minutes
 Ordinance No. 2019-30, Update of Pass-Through Fee From Retailers to Customers Requesting Bags

- 9.C **(8:45 PM) Ordinance No. 2019-35, Relating to Business and Occupation Taxes (B&O) Changes - Finance,** 10 Minutes
 Ordinance No. 2019-35 Implementing State Mandated Changes to Business and Occupation Tax

AWC 2019 Summary of Changes

- 9.D **(8:55 PM) Set Public Hearing on Ordinance No. 2019-39 Extending the Landmark Tree Ordinance, Ordinance No. 2019-17 - Planning, 10 Minutes**
Ordinance No. 2019-39
Exhibit A (Work Plan) to Ordinance No. 2019-39
Ordinance No. 2019-39 Exhibit B
- 9.E **(9:05 PM) Interagency Agreement with the Washington State Traffic Safety Commission in Support of Multi-jurisdictional Grant-funded High-visibility Emphasis Activities and Target Zero Campaigns - Police, 5 Minutes**
2020 HVE Region Budget IAA_Region 9.pdf
2020 HVE Region Budget GRAF_Region 9.pdf
- 9.F **(9:10 PM) Second Amendment to the Interlocal Agreement with Kitsap County Sheriff's Office for the Incarceration of City Prisoners - Police, 10 Minutes**
2020 Jail Contract Amendment
- 9.G **(9:20 PM) West Sound Stormwater Outreach Group Interlocal Agreement - Public Works, 5 Minutes**
2020-2022 West Sound Stormwater Outreach Group ILA, Contract KC-512-19
- 9.H **(9:25 PM) Legal Services Agreement with Kitsap County Prosecuting Attorney's Office for 2020 - Executive, 5 Minutes**
Staff Memo - 2019 Referrals to Kitsap County Prosecuting Attorney's Office
2020 Legal Services Agreement with Kitsap County Prosecuting Attorney's Office
2020 Cost Breakdown for Prosecution Services
- 9.I **(9:30 PM) Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, for Hearing Examiner Services - Executive, 5 Minutes**
Amendment No. 1 to PSA with Sound Law Center, LLC, for Hearing Examiner Services
PSA with Sound Law Center, LLC, for Hearing Examiner Services (Executed 12-14-17)
Sound Law Center HEX Report - January 2018 to October 2019
- 9.J **(9:35 PM) Amendment No. 2 to the Contract for Indigent Defense Services - Executive, 5 Minutes**
Amendment No. 2 to Contract for Indigent Defense Services - THOMAS ALPAUGH
Amendment No. 1 to Contract for Indigent Defense Services - THOMAS ALPAUGH
Contract for Indigent Defense Services - THOMAS ALPAUGH
Q1-Q3 2019 - Public Defender Tracking

10. CONSENT AGENDA

- 10.A **(9:40 PM) Agenda Bill for Consent Agenda, 5 Minutes**
- 10.B **Accounts Payable and Payroll**
Payroll.pdf
Report to Council of Cash Disbursements 11-13-19.pdf

- 10.C **City Council Study Session Minutes, October 15, 2019**
City Council Study Session Minutes, October 15, 2019
- 10.D **City Council Regular Business Meeting Minutes, October 22, 2019**
City Council Regular Business Meeting Minutes, October 22, 2019
- 10.E **First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive**, 5 Minutes
First Amendment to ILA for Kitsap County Department of Emergency Management
Memo re KCDEM Agreement May 2019.docx
- 10.F **Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works** 5 Minutes
Staff Memo - Virginia Mason Trailer Donation
Donation Agreement for Virginia Mason Trailer
- 10.G **Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works**, 5 Minutes
HGAC ILA Agreement
- 10.H **Roadside Chipper Procurement - Public Works**, 5 Minutes
WA State Master Contract No. 05218
FMI Equipment Quote

11. COMMITTEE REPORTS

- 11.A **(9:45 PM) Committee Reports**, 5 Minutes
Cultural Funding Advisory Committee Minutes, October 14, 2019
Cultural Funding Advisory Committee Minutes, October 28, 2019
Cultural Funding Advisory Committee Minutes, November 4, 2019
Cultural Funding Advisory Committee Minutes, November 6, 2019

12. FOR THE GOOD OF THE ORDER - 9:50 PM

13. ADJOURNMENT - 10:00 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: November 12, 2019

ESTIMATED TIME: 15 Minutes

AGENDA ITEM: (6:05 PM) 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,

SUMMARY: Executive session.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Executive session discussion.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (6:50 PM) Proclamation Declaring the Week of November 16 - 23 as "National Hunger and Homelessness Awareness Week" - Mayor Medina,

SUMMARY:

The attached proclamation declares the week of November 16 - 23 as "National Hunger and Homelessness Awareness Week." This proclamation is one of the annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation

PROPOSED BY: Executive

RECOMMENDED MOTION:

Presentation only.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[National Hunger and Homelessness Awareness Week Proclamation 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

WHEREAS, for more than 27 years the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, the City of Bainbridge Island recognizes that hunger and homelessness continue to be a serious problem for many individuals and families; and

WHEREAS, the City of Bainbridge Island is committed to making homelessness rare, brief, and one-time in Kitsap County and ensuring that affordable housing is accessible to all Bainbridge Island residents who need it; and

WHEREAS, the purpose of this proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Kitsap County and on Bainbridge Island for very low income residents, to encourage support for homeless assistance service providers, and to create community service opportunities for our citizens; and

WHEREAS, there are many organizations committed to sheltering and providing supportive services as well as meals and food supplies to the homeless and hungry, including member organizations of the Kitsap Continuum of Care Coalition and the Kitsap County Foodbank Coalition; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is to shed light on the positive efforts of individuals and organizations in our community that are working to assist people with housing, food, employment, and self-sufficiency;

NOW THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, hereby proclaim November 16 – 23, 2019 as

NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK

in the City of Bainbridge Island and encourage its citizens to recognize that many people do not have access to the basic necessities of life, such as housing and food, and need support from citizens and public and private service organizations.

SIGNED this ___ day of November, 2019.

Kol Medina, Mayor



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 30 Minutes

AGENDA ITEM: (6:55 PM) Puget Sound Energy Briefing - Executive

SUMMARY: PSE representatives requested the opportunity for a briefing with the City Council to discuss the following:

- Results of PSE's analysis of Bainbridge Island's reliability and capacity needs;
- PSE's package of projects for addressing these needs; and
- How PSE will engage the community in implementing these projects.

AGENDA CATEGORY: Presentation

PROPOSED BY: Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: PSE has provided the attached materials, including the presentation they will provide to Council.

ATTACHMENTS:

[PSE Fact Sheet](#)

[PSE Council Briefing](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

PSE on bainbridge island

Investing in electric reliability and grid modernization

PSE on Bainbridge

PSE has provided Bainbridge Island electric service for decades, serving a population increasing from just over 4,000 residents in 1950 to nearly 25,000 today.

Bainbridge Island families, schools and businesses depend on PSE to provide safe, reliable and affordable power. It's critical that we invest in modern infrastructure and technologies to support the rapidly growing community's economy and quality of life.

Electric reliability on the island needs to be improved

Bainbridge Island customers experience longer and more frequent outages than the average PSE customer. Simply stated, it is time for an upgrade to the electric system to meet changing demands and improve reliability.

PSE and independent experts conducted studies to consider both modern wires and "non-wires" solutions that improve reliability, meet the community's growing energy needs, and align with the community's values.

What affects reliability?

- Trees and aging infrastructure are significant contributors to reduced reliability.
- The design of the existing electric transmission system leaves two-thirds of the island's system without backup transmission.
- The geography of an island also poses unique challenges for electric reliability, mainly the lack of neighboring infrastructure to serve as backup.
- High winds, winter storms and tall trees all contribute to the number of outages. Trees are the most frequent cause of outages on the island.

Bainbridge Island's electric transmission system



NOTE: Map elements are not to scale and locations are approximate.

Our proposed plan is a unique solution crafted for Bainbridge Island



New transmission line and rebuild the aging Winslow Tap to improve reliability

New 3.3 MW battery energy storage system to add additional capacity

Targeted conservation and demand response programs to reduce demand

The project package combines new technologies and grid infrastructure to ensure safe, dependable power for families and businesses for years to come. These projects are designed to:

- Improve electric service reliability, reducing the frequency and duration of power outages for customers on Bainbridge Island.
- Successfully meet the increasing power needs of Bainbridge Island for years to come.
- Support the electrification of the Washington State Ferries.
- Deploy new technologies that will help postpone building a new substation. These technologies maximize opportunities for conservation and innovation, and may help reduce our carbon footprint.

Non-wires solutions

PSE is committed to partnering with our customers for a better energy future. Batteries and distributed technologies are an important part of that equation for our Bainbridge Island customers.

To address the growth that's straining the island's distribution system and balance the values of the community to limit infrastructure, PSE is proposing to postpone a new substation and instead:



Install a utility-scale battery energy storage system at the Murden Cove substation. The 3.3 MW battery will add capacity to the system by supplying electricity during peak periods when demand is high.



Implement innovative conservation and demand response programs that help lower customer demand in various ways. This may include partnerships with customers to lower their energy use during periods of peak demand by using smart thermostats and other tools.

Wires solutions

In addition, we're investing in transmission infrastructure that will make Bainbridge Island's electric grid more resilient and reduce the impact of any single outage by focusing on redundancy.



We'll add the "missing link" transmission line between the Winslow and Murden Cove substations to create a transmission "loop." This means each substation will be connected to two transmission lines. If one line goes out, the other line will still feed the substation and provide power to customers.



We'll also replace aging infrastructure and improve the utility corridor on Winslow Tap, a critical transmission line that serves the south end of the island.

We will partner with the community to implement these solutions

Together with our Bainbridge Island customers, we'll improve reliability, ensure we can meet the community's growing energy needs and create a better energy future. Over the next year, we'll work with the community to:

- Site the new transmission line "loop." We'll engage the community in early 2020 to help us with this.
- Deploy robust energy efficiency tools and demand response programs.
- Share information and gather input on these projects.

Get involved

- Learn more at pse.com/bainbridge
- Subscribe to email updates at psebainbridge.com/connect-with-us
- Email us at info@psebainbridge.com
- Leave a message at 1-888-878-8632
- Find us on facebook.com/pseonbainbridgeisland

PSE on bainbridge island

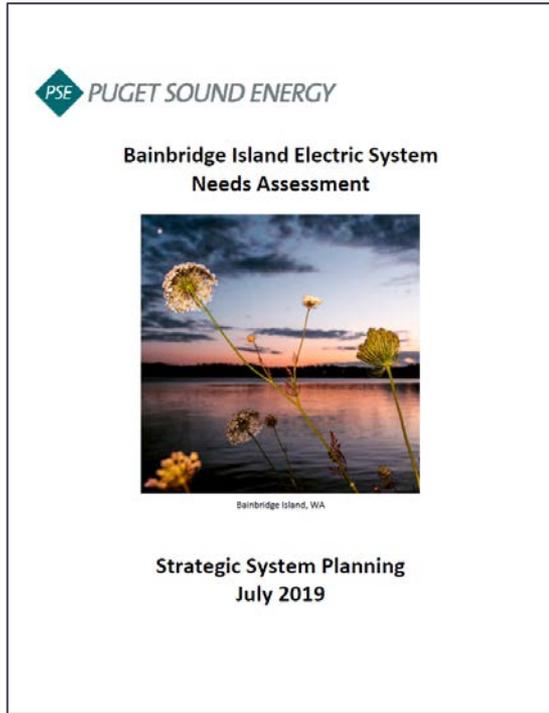
**Investing in reliability
& grid modernization**



Andy Wappler and Jens Nedrud, Nov. 12, 2019

Why are we here tonight?

- Electric reliability needs to be improved
- Committed to exploring new technologies
- Combines new technologies and grid infrastructure
- Partnering with the community to implement solutions

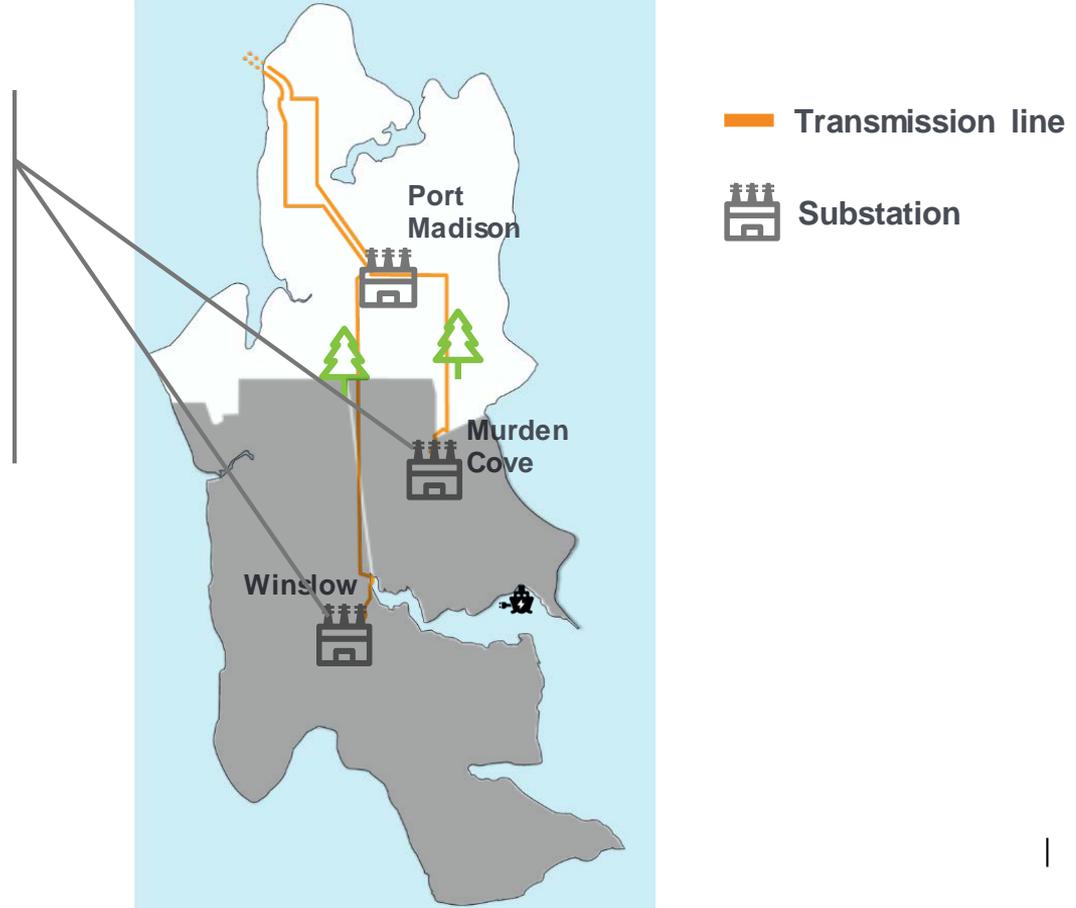


Findings

- Poor transmission reliability
- Aging transmission infrastructure on the Winslow Tap
- Substation capacity need for ferry electrification and local growth

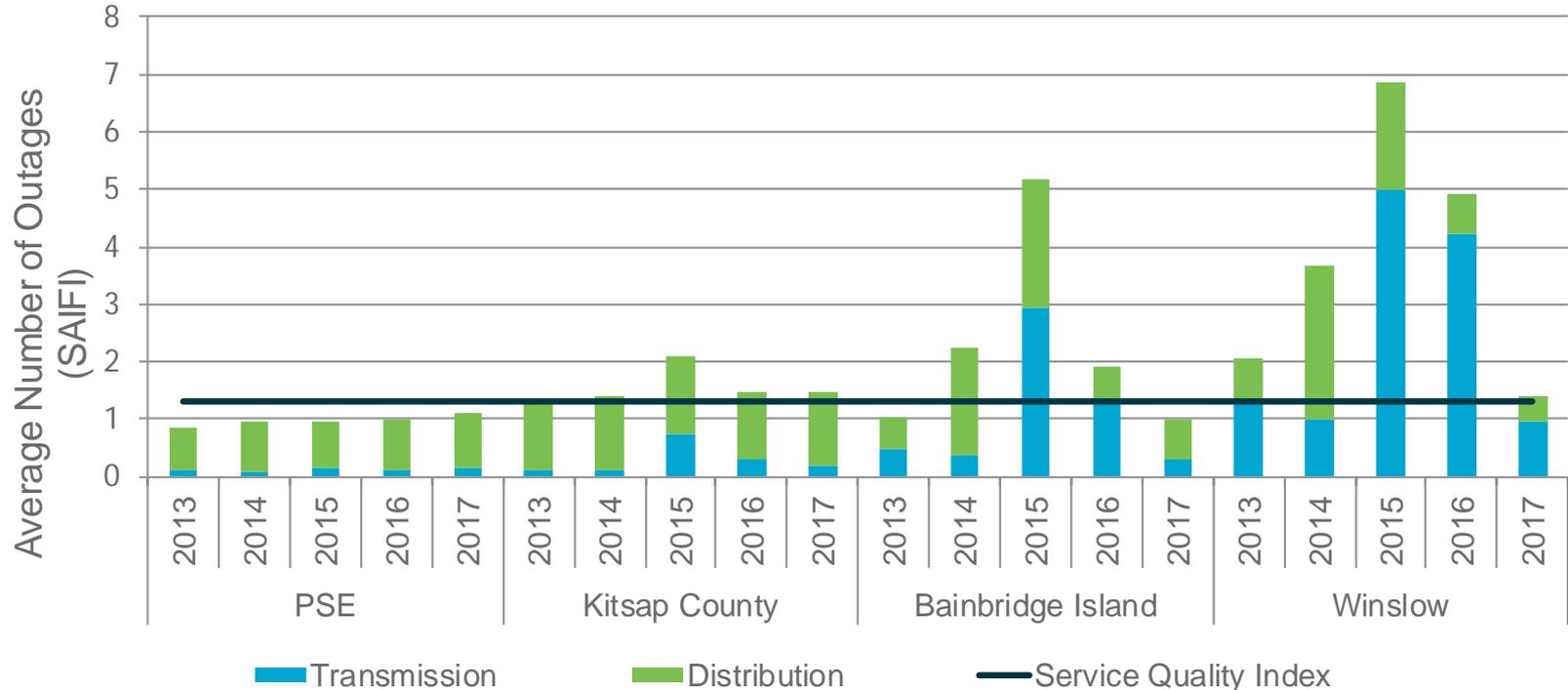
Why do my lights go out so often?

2/3 of customers at risk of outage due to lack of back-up transmission



Needs Assessment findings

Poor transmission reliability



PSE's proposed solution



New transmission line and rebuild the aging Winslow Tap to improve reliability

New 3.3 MW battery energy storage system to add additional capacity

Targeted conservation and demand response tools to reduce demand

Reliability and grid modernization



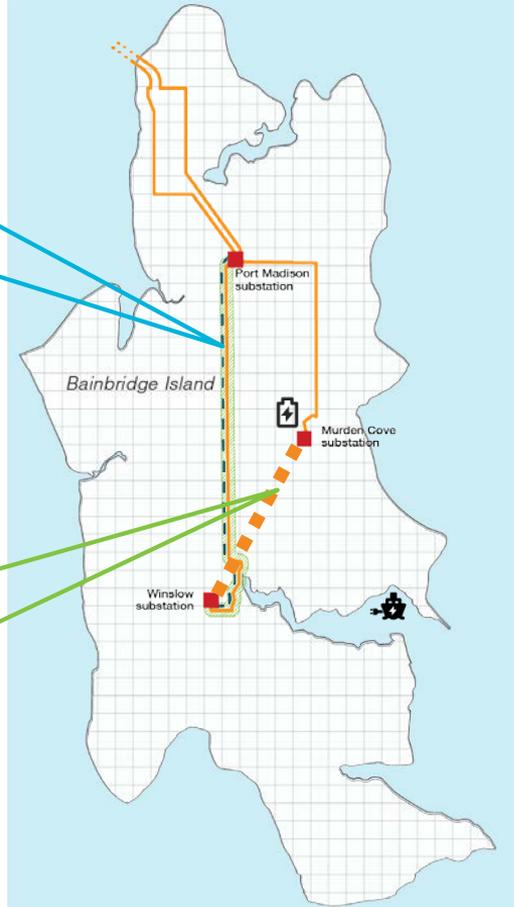
Resiliency

Rebuild aging
Winslow Tap line



Reliability

Build “missing link”
transmission line



Reliability and grid modernization



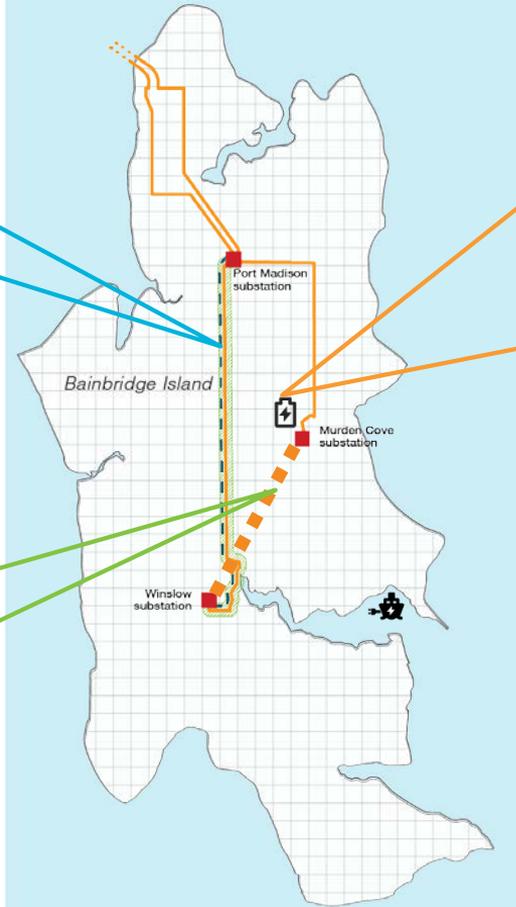
Resiliency

Rebuild aging Winslow Tap line



Reliability

Build "missing link" transmission line



Smart, flexible Battery adds capacity and improves system flexibility



Smart, flexible conservation and demand response tools

Next steps

2020-2024 Deploy individual projects

**Community and
Council meetings**
(Oct. 17 & Nov. 12)

Late 2019 – early 2020
Information sessions

Early 2020
Transmission line
routing process

2020
Begin deploying
conservation programs

Stay informed and involved:



Learn more and subscribe to email updates:
pse.com/bainbridge



Email us at **info@psebainbridge.com**



Leave a message at **1-888-878-8632**



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:25 PM) Public Safety Committee Recommendation on Committee Changes - Councilmembers Deets, Blossom, and Peltier,

SUMMARY:

Consider changes to the Public Safety Committee and presentation of the Police Chief's Quarterly Report.

AGENDA CATEGORY: Discussion

PROPOSED BY: City Council

RECOMMENDED MOTION:

I move to forward for approval with the City Council consent agenda on November 26, 2019 the dissolution of the Public Safety Committee effective December 31, 2019, and that going forward the quarterly reports relating to the Bainbridge Island Police Department on matters of public safety that have in the past been presented to the Public Safety Committee will instead be presented to the City Council.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

At the May, 2019 City Council retreat, the Council discussed potential changes to a number of standing advisory committees. With respect to the Public Safety Committee, the Council concluded that the members of the Public Safety Committee (PSC) should develop a recommendation to the full Council on what changes should be considered.

Currently, the PSC is structured as a committee with three councilmembers as members. The mission of the PSC is to serve as an ongoing City-led communications bridge between the community and the Bainbridge Island Police Department.

As a standing committee, the PSC:

- Holds quarterly meetings which are noticed and open to the public;
- Accepts written public comment, and provides the opportunity for public comment during PSC meetings;
- Provides feedback to management on:
 - Police Department organization, practices, policies, and performance standards;
 - Police training programs;
 - Police responsiveness to the needs of all of the members of the community;
 - Issues of public concern.
- Meets with the Chief of Police and discusses his/her proposed annual report before the report is finalized and delivered to the full Council;
- Continually evaluates the appropriate scope of the PSC's responsibilities; and
- Reports to the Council after each quarterly meeting, or more often as appropriate.

During the September 25, 2019 PSC meeting, committee members discussed potential changes to the PSC. It was unanimously agreed that the work of the PSC would be best served if it was moved to the full Council. That is, instead of quarterly meetings of the PSC, where three Councilmembers are presented with the Police Chief's Quarterly Report (i.e., complaints received against police, use of force statistics, survey results) and members engage in a dialogue pertaining to the Report and other matters relating to the Police Department, the Report would be brought to the full Council. Committee members believe that this can be done quarterly as is current practice. Whether it be done during a Business Meeting or a Study Session is a matter for discussion.

Please also note that Committee Members discussed the extent to which to have public comment. Committee members believe that it would be appropriate to do so, for that has been the current procedure and is an expectation of interested members of the public.

ATTACHMENTS:

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:35 PM) Ordinance No. 2019-37, Authorizing Local Sales Tax to Support Affordable and Supportive Housing - Finance,

SUMMARY:

On October 8, 2019, Council approved Resolution No. 2019-27 Intent to Implement HB 1406. Attached is the related Ordinance Authorizing the Local Sales and Use Tax to Fund Investments in Affordable and Supportive Housing. If this ordinance is passed in November, the tax will take effect January 1, 2020 and the City will start receiving monies from the State Treasurer's office at the end of March 2020.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward Ordinance No. 2019-37 for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$43,000 (estimated yearly new revenue)
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND: 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.

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. The housing and services may only be provided to persons whose income is at or below sixty percent of the median income of the City.

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:

[Ordinance No. 2019-37, Authorizing Local Sales and Use Tax to Fund Investments in Affordable and Supportive Housing](#)

[AWC Implementing HB 1406](#)

[MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit](#)

[Resolution No. 2019-27 Stating Intent to Implement HB1406 Approved 102219.pdf](#)

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. If approved the sales tax would become effective on the first day of the month following the 30--day wait period. If this ordinance is passed in November, the tax will take effect January 1, 2020 and the City will start receiving monies from the State Treasurer's office at the end of March 2020.

Fund Name(s): Other

Coding:

ORDINANCE NO. 2019-37

AN ORDINANCE of the City of Bainbridge Island, Washington, authorizing the maximum capacity of a local sales and use tax to fund investments in affordable housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019).

WHEREAS, the City’s Comprehensive Plan contains a Housing Element that establishes goals for encouraging the availability of affordable housing; and

WHEREAS, on October 22, 2019, the City Council adopted Resolution No. 2019-27, declaring its intent to adopt legislation to authorize a sales and use tax for affordable housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019); and

WHEREAS, the City intends to impose the maximum local sales and use tax authorized under Chapter 338, Laws of 2019 within one year of the date on which said law takes effect; and

WHEREAS, the Department of Revenue requires 30 days’ notice of adoption of sales tax credits and the credit will then take effect on the first day of the month following the 30-day period; and

WHEREAS, the local sales and use tax revenue will be credited against the state sales and use tax so that the total amount paid by the consumer will not increase; and

WHEREAS, to collect the tax, a city must adopt an ordinance authorizing the tax within one year of the effective date of Chapter 338, Laws of 2019, (i.e., July 28, 2020); and

WHEREAS, the City is prepared to develop a plan for the use of resources consistent with Chapter 338, Laws of 2019.

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

Section 1. New Chapter of City Code. A new Chapter 3.61 of the Bainbridge Island Municipal Code is hereby adopted to read as shown on **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. City Manager Authorized. The City Manager is hereby authorized to provide any necessary notice to the Department of Revenue to effectuate the tax enacted by this ordinance and to execute for and on behalf of the City of Bainbridge Island any necessary agreement with the Department of Revenue for the collection, administration, and disbursement of revenue of the tax enacted by this ordinance.

Section 3. Effective Date. 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, CMC, City Clerk

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

2019-37

Exhibit A

Exhibit A

Chapter 3.61

Affordable and Supportive Housing Sales and Use Tax Credit

Sections:

- 3.61.005** Purpose
- 3.61.010** Imposition of Tax.
- 3.61.020** Collection of Tax by Department of Revenue.
- 3.61.030** Use of Tax Revenues.
- 3.61.040** Bonds.
- 3.61.050** Interlocal Agreements.
- 3.61.060** Reporting.
- 3.61.070** Expiration of Tax.

3.61.005 Purpose.

In the 2019 legislative session, the Washington State Legislature adopted Chapter 338, Laws of 2019, codified as RCW 82.14.540, which created a local revenue sharing program for affordable housing in the form of a tax credit against the state sales tax. The purpose of this chapter is to take advantage of this tax credit to provide revenue to support affordable and supportive housing as allowed under RCW 82.14.540.

3.61.010 Imposition of Tax.

Pursuant to RCW 82.14.540, there is hereby imposed a sales and use tax on all taxable events, as defined in RCW 82.14.020, occurring within the City for the purpose of providing for affordable and supportive housing. The rate of the tax shall be 0.0073 percent.

3.61.020 Collection of Tax by Department of Revenue.

The Washington State Department of Revenue is authorized to collect such taxes on behalf of the City at no cost to the City. The Washington State Department of Revenue shall deduct the amount of the tax levied under this chapter from the amount of sales or use tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 or 82.12 RCW. The Washington State Department of Revenue shall distribute the proceeds of the tax to the City as provided in RCW 82.14.540, up to the maximum amount provided in such state law.

3.61.030 Use of Tax Revenues.

The City may use the revenue from the tax levied under this chapter for any purpose authorized under RCW 82.14.540, as the same now exists or as hereafter amended or superseded.

3.61.040 Bonds.

RCW 82.14.540 authorizes the City to issue general obligation or revenue bonds to carry out the purposes of such state law and to pledge the monies collected from the tax levied under this chapter for repayment of such bonds. Such bonds, if any, shall be authorized by separate action of the City Council.

3.61.050 Interlocal Agreements.

RCW 82.14.540 authorizes the City to enter into interlocal agreements with one or more counties, cities, or public housing authorities in accordance with Chapter 39.34 RCW. Such interlocal agreements may include, but are not limited to, pooling the tax receipts, pledging those taxes to bonds issued by one or more parties, and allocating the proceeds of the taxes levied or bonds issued in accordance with such interlocal agreement. Such interlocal agreements, if any, shall be authorized by separate action of the City Council.

3.61.060 Reporting.

The City shall report annually to the Washington State Department of Commerce on the collection and use of the tax revenues. The report shall be in such form and contain such content as the Department of Commerce shall prescribe by rule.

3.61.070 Expiration of Tax.

The tax imposed by this chapter shall expire as provided in RCW 82.14.540, as the same now exists or as hereafter amended or superseded.



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

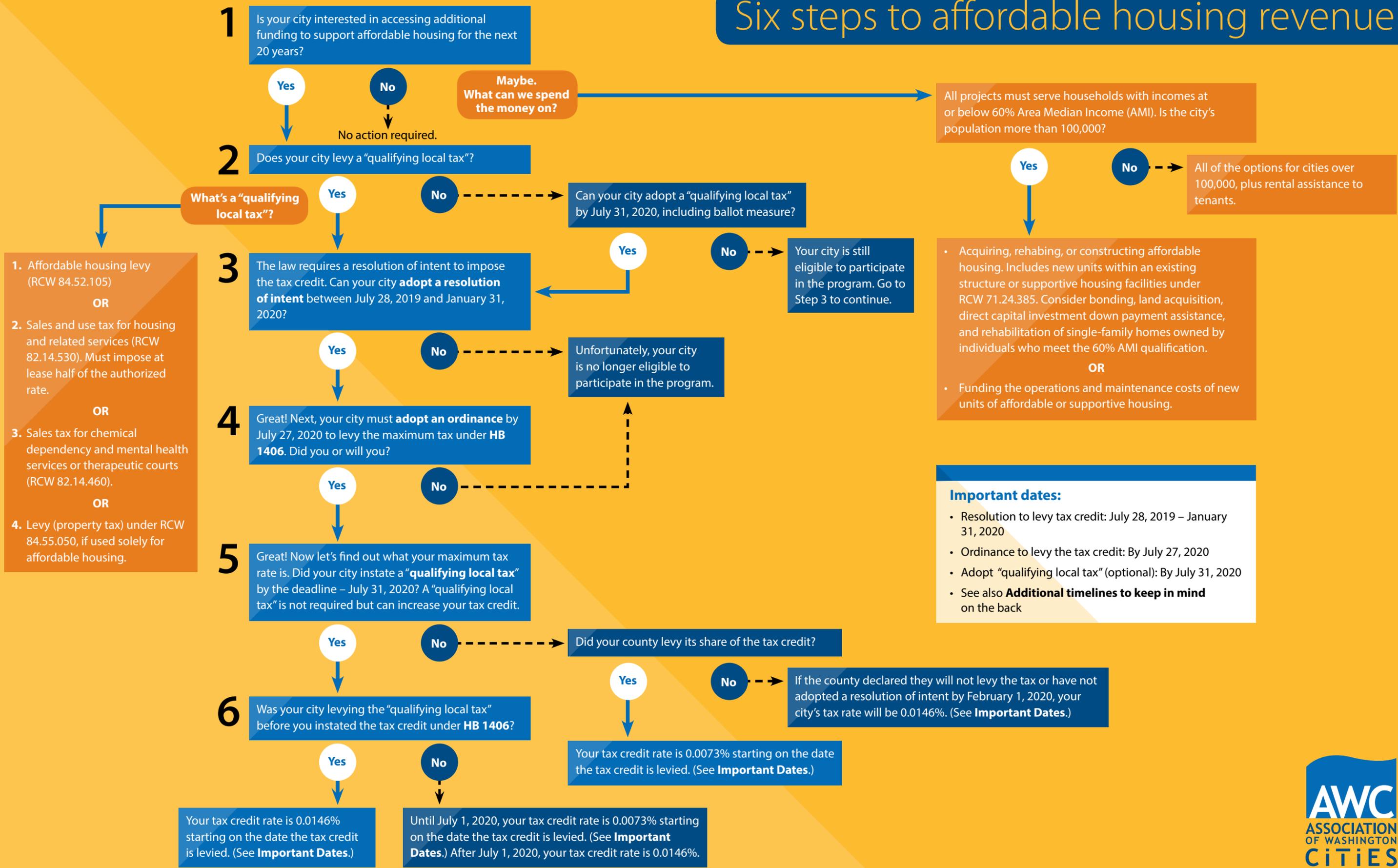
Think of the "qualifying local tax" as a multiplier or "doubler." It gives the city access to double the tax credit even when the county chooses to participate in the program.

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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.

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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 compliance. The use of this sales tax partially depends upon the size of your jurisdiction: 35

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](#) ▶

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 22nd day of October, 2019.

APPROVED by the Mayor this 22nd day of October, 2019.

By: 
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: 
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	October 4, 2019
PASSED BY THE CITY COUNCIL:	October 22, 2019
RESOLUTION NO.	2019-27



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:45 PM) Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance,

SUMMARY:

The City held a public hearing on October 22, 2019, after which consideration of approval of Ordinance 2019-27 Relating to Property Tax Levy for Collection in 2020 was scheduled for November 12, 2019.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to approve Ordinance No. 2019-27 relating to the Property Tax Levy for collection in 2020.

STRATEGIC PRIORITY: Good Governance

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. Council scheduled the public hearing on October 8, 2019 for 2020 Property Tax Levy. Second, a public hearing must take place. Council held a public hearing and had discussion on October 22, 2019. 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 an increase of \$706 equal to the amount allowed for an increase in utilities, plus the tax refund amount of \$30,773 for a total new levy amount of \$7,882,699. 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 11 5 19 TY-2020.docx](#)

[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 an increase in the value of state-assessed property of \$706, any additional amounts resulting from any refunds made of \$30,773. The total is \$7,882,699.

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 = 706

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 = 9,228,276,305

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 = .850855

Maximum Levy Rate = 2.404178

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

ESTIMATED TOTAL LEVY LIMIT AMOUNT = 7,882,699

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: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (7:55 PM) Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020 - Finance,

SUMMARY:

Staff presented Mid-Biennium Budget Modifications on October 1, 2019. The Council conducted a public hearing on October 22, 2019, after which consideration of approval of Ordinance No. 2019-28 was scheduled for November 12, 2019.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to approve Ordinance No. 2019-28 adopting mid-biennium modifications to the Final Budget ending December 2020.

STRATEGIC PRIORITY: Good Governance

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. On October 22, 2019, the Council conducted a public hearing and received public testimony.

ATTACHMENTS:

[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](#)

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

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
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

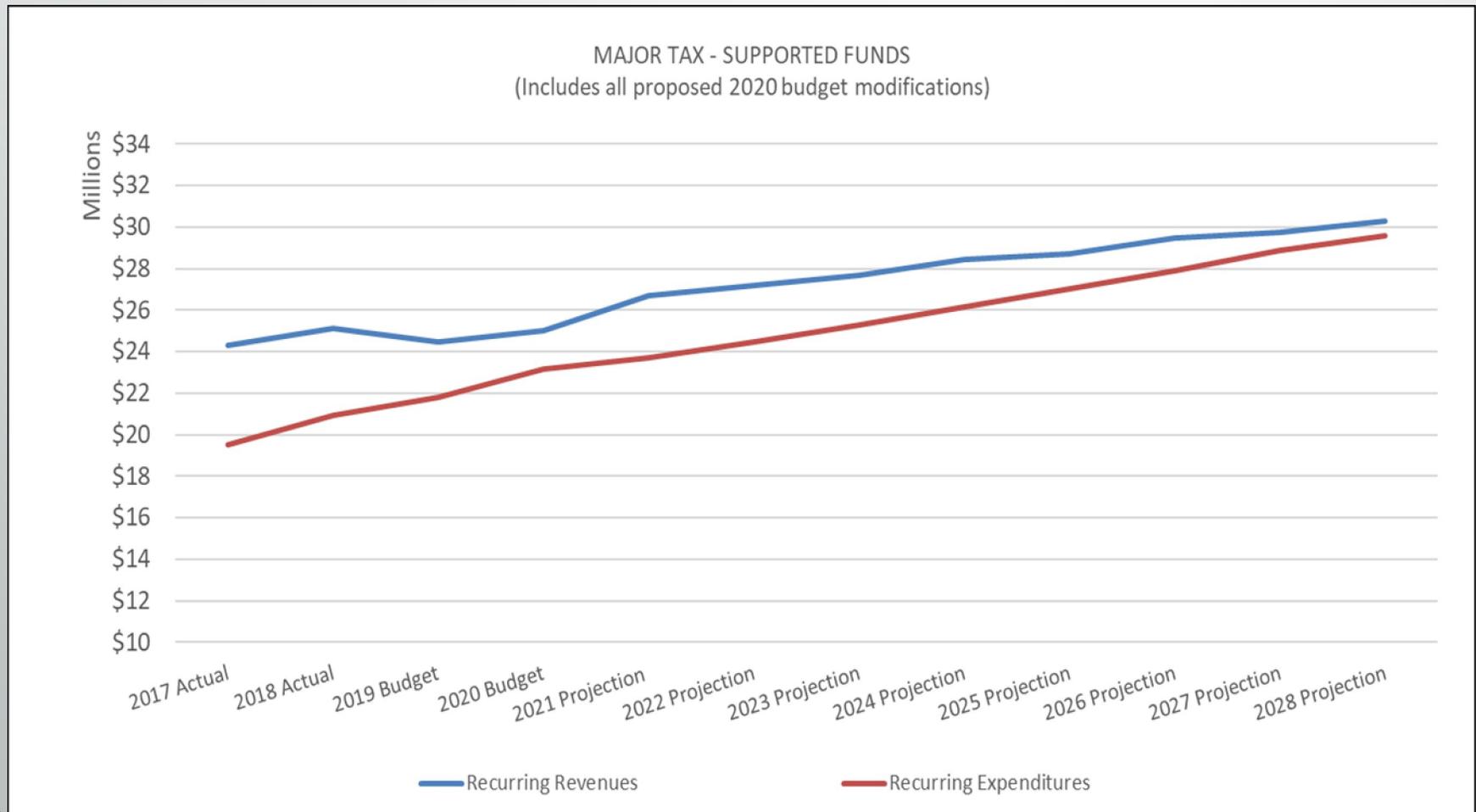
■ Technical requests con't

- 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

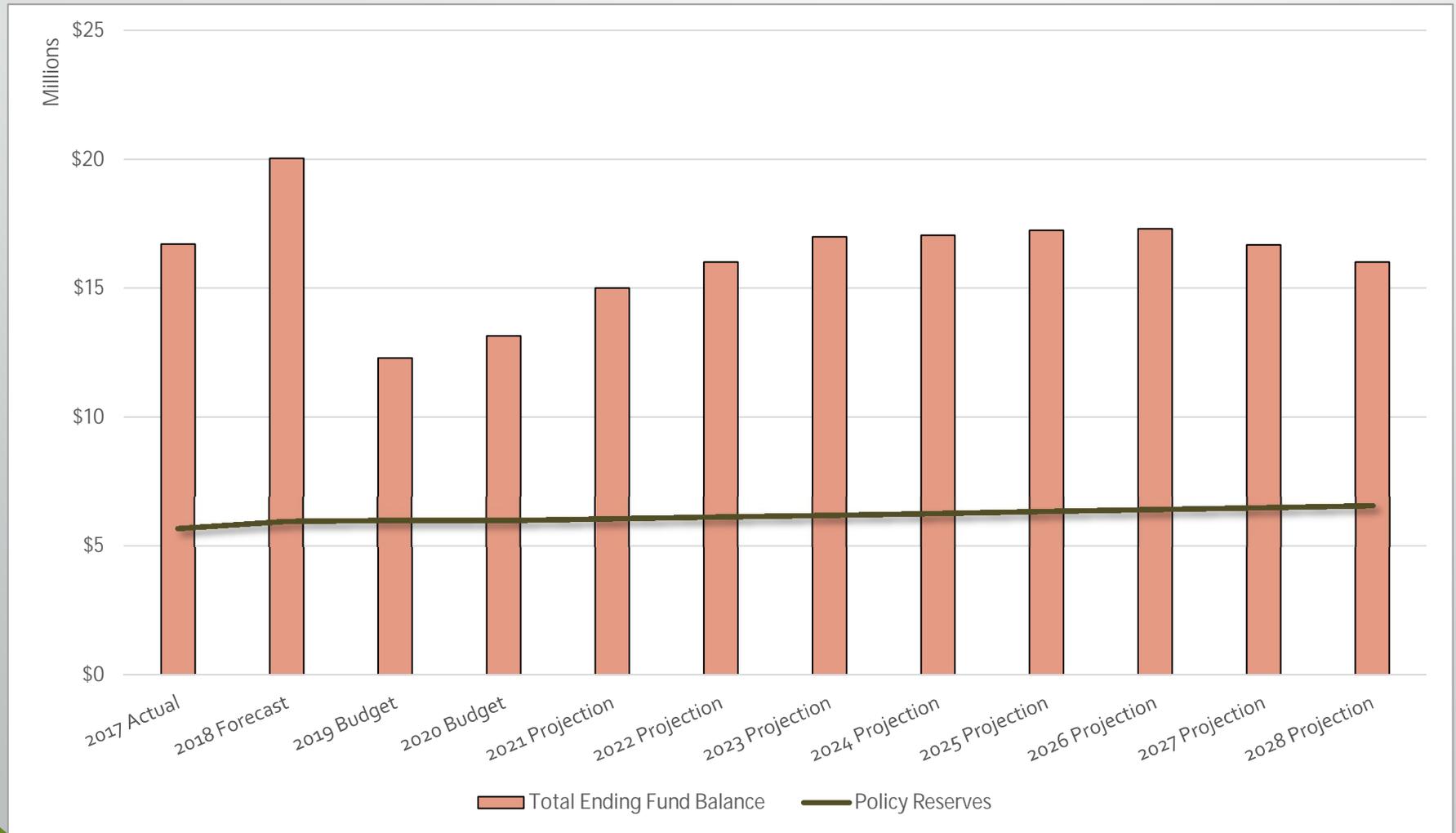
- Total change in tax supported fund balance is a gain of \$194,623
- Total change in Water fund balance is a gain of \$45,000
- Total change in Sewer fund balance is a gain of \$146,000

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: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:05 PM) Impacts from Passage of I-976 - Finance,

SUMMARY: Discuss short and long term options for funding annual roads programs, traffic calming, and climate change mitigation projects due to the impacts of the passage of I-976 "car tab" initiative.

AGENDA CATEGORY: Discussion

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Discussion only.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: Initiative 976 (I-976) is an initiative to the Legislature that was filed for consideration in the 2019 legislative session and presented and passed by voters during the November 5, 2019 general election. I-976 is often described as the "\$30 car tab initiative," but it will affect many other aspects of the state's transportation system, including repeal of the authority for city Transportation Benefit Districts (TBDs) to impose fees.

Now that I-976 has been approved by voters, the authority for TBDs (including for the City of Bainbridge Island) to impose vehicle license fees has been eliminated. The effective date is 30 days after the initiative is passed which means that on December 5, 2019, the initiative will be in effect. This will result in the City losing its authority to collect close to \$600,000 per year from the Vehicle License Fee in the Transportation Benefit Fund. The City Transportation Benefit Fund is funded almost exclusively through vehicle license fees.

Options to address this funding shortfall include;

- a. Reduce the amount of road maintenance activities;

- b. Seek new revenue sources to replace the TBD car tab revenue; and/or
- c. Divert City funds from other programs and services to fund this work

Attached is a planned short presentation of the impacts of the passage of I-976, a FAQ questionnaire and a vehicle list subject to the fee removal.

ATTACHMENTS:

[Presentation TBD - CC 11122019](#)

[Bainbridge Island Initiative 976 FAQ](#)

[Vehicles Subject to Fees](#)

FISCAL DETAILS: The City had expected to receive approximately \$470,000 in revenues for 2019 from the vehicle license tabs which includes the January 2019 Resolution 2019-08 to increase the vehicle license fee from \$20 to \$30 that went into effect in August 2019. The passage of I-976 does not affect the January 2019 through November 2019 collections. There will be a loss of revenue of approximately \$47,000 in December 2019 and \$600,000 in 2020 in the Transportation Benefit Fund. The Transportation Benefit Fund fund balance is projected to be approximately \$900,000 at the end of 2019. This equates to about 2 years of funding of annual road services at the existing levels.

Fund Name(s): Other

Coding:



CITY OF
BAINBRIDGE ISLAND

Passage of Initiative 976

November 12, 2019

Impacts and Next Steps

I-976 Impacts and Next Steps

Background:

- ❖ I-976 passed by statewide voters on November 5
 - Effective December 5 the City will no longer receive the \$30 vehicle license fee revenue
- ❖ Kitsap County residents - 54% in favor of the initiative.

I-976 Impacts and Next Steps

- ❖ 2016 – 2018 vehicle license fee revenue
 - Annual revenue approximately \$420,000
 - Used \$400,000 annually for chip seal and asphalt repair

- ❖ 2019 vehicle license fee
 - Fee increased from \$20 to \$30 in August
 - Increased revenue additional \$200,000 annually intended for traffic calming and climate change mitigation projects
 - 2019 revenue estimate total \$470,000 including \$70,000 due to fee increase

Transportation Benefit Fund Balance

Year-end 2019 unallocated Transportation Benefit Fund balance:

- ❖ Estimated at roughly \$900,000
- ❖ Assumes 2019 spending of \$400,000 for annual roads program

Near-term Decisions

Use available fund balance to support current or reduced service levels

- ❖ Can fund next two years (2020 and 2021) of services at existing levels from current TBD fund balance
- ❖ No budget adjustment or Council action necessary for 2019 or 2020
- ❖ 2021 falls into a new budget cycle. Council decisions will guide funding sources and services

Long-term Decisions

Consider funding options to maintain annual roads repair and replace TBD revenue

- ❖ Divert City funds from other programs to fund activities at existing or reduced levels of service
- ❖ Seek new revenue sources to replace the TBD car tab revenue

Next Steps

❖ Administrative:

- Update City Financial Policies
- Update agreement with Washington Department of Licensing

❖ Additional Council discussion on long-term options as part of 2021-2022 budget development in Q1/Q2 2020



DISCUSSION



QUESTIONS



CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: June 21, 2019
To: City Council
Morgan Smith, City Manager
Ellen Schroer, Deputy City Manager
From: DeWayne Pitts, Finance Director
Subject: Statewide Initiative 976, Local Impacts

Frequently Asked Questions

City of Bainbridge Island Initiative 976 Impacts

[What is Initiative 976?](#)

Initiative 976 (I-976) is often called the “\$30 car tab initiative.” In addition to setting car tabs at \$30, it also proposes significant changes to many other aspects of the state’s transportation system, including repeal of the authority for city Transportation Benefit Districts (TBDs) to impose vehicle license fees.

[Does Bainbridge Island have a Transportation Benefit District \(TBD\)?](#)

Yes. Bainbridge Island has had a Transportation Benefit District (TBD) since 2012.

In 2013, the TBD approved an annual vehicle license fee of \$20. Starting in August 2019, the annual vehicle license fee will be \$30. The increase is specifically dedicated to traffic calming and climate change mitigation projects.

[What does the Transportation Benefit District provide on Bainbridge Island?](#)

The current \$20 TBD generates roughly \$400,000 in annual revenue. This revenue supports about 60% of the City’s annual road maintenance program, paying for about 5 miles of chip seal in 2019 as well as supporting asphalt repair island-wide. This money has also paid for right of way acquisition, for example along Wyatt Way, making transportation projects possible.

[If Initiative 976 passes, when does it go into effect?](#)

It will be effective December 5th, 2019 which is 30 days after election day.

What would it mean for Bainbridge Island if Initiative 976 passed?

Bainbridge Island vehicle owners would no longer pay the vehicle license fee added by the Bainbridge TBD and the City would receive less revenue. Staff estimates that the City will receive approximately \$480,000 in revenues for 2019 from the vehicle license tabs, with roughly \$600,000 expected in future years.

These funds are used for transportation improvements, traffic calming and climate change mitigation. In order to continue to provide the same level of project funding, other spending must be reduced, or new revenue sources found.

Why is I-976 on the ballot?

This initiative was filed for consideration of the Washington State Legislature in the 2019 legislative session. The Legislature did not act on the initiative; therefore, I-976 will be presented to voters during the next general election in November 2019.

What exactly does the initiative propose?

I-976 is an expansive proposal that would significantly change how the state and local transportation system generates revenue. If passed, the initiative would do the following:

- Repeal the authority for TBDs to impose vehicle fees;
- Limit motor vehicle license fees (car tab fees) to \$30 per year;
- Repeal or reduce certain motor vehicle weight fees;
- Reduce electric vehicle fees to \$30 per year;
- Repeal the 0.3% tax on motor vehicle retail sales;
- Require local motor vehicle excise taxes (MVETs) to be calculated using the Kelley Blue Book base value of the vehicle;
- Conditionally repeal the Sound Transit 0.8% MVET, and;
- Require the retirement or refinancing of Sound Transit-related bonds.

How would Statewide City Transportation Benefit Districts (TBD'S) and local projects be affected?

Cities currently have the authority to establish TBDs for the purposes of acquiring, constructing, improving, providing and funding transportation improvements. Currently, over 100 cities including Bainbridge Island have formed TBDs to fund local transportation projects. TBDs are primarily funded through vehicle license fees or local sales taxes.

If I-976 passes, the authority for TBDs to impose vehicle license fees would be eliminated. Over 60 TBDs receive revenue from vehicle license fees, and 55 TBDs use vehicle licenses fees as their sole funding source including Bainbridge Island. If I-976 passes, the authority for Transportation Benefit Districts to impose fees would be eliminated.

How would state transportation funding be impacted?

If I-976 passes, there would be reductions in many of the state accounts associated with transportation

funding, including the Multimodal Transportation Account, the Motor Vehicle Account, State Patrol Highway Account, and the Transportation Partnership Account. The state estimates lost revenue of \$588 million in the 2019-21 biennium, \$677 million in the 2021-23 biennium, and \$758 million in the 2023-25 biennium.

Why did the State create Transportation Benefit Districts?

In 1987, the State Legislature created Transportation Benefit Districts (TBDs) as an option for local governments to fund transportation improvements (Chapter 36.73). In 2015, the Legislature amended the TBD statute to expand its uses and revenue authority.

The state legislature provided local governments with these tools because of inflationary erosion of the local share of gas tax, and because the elimination of other traditional sources of funding for local transportation needs per passage of a series of statewide ballot initiatives over the last 12 years.

Transportation Benefit District Vehicles Subject to/Exempt from Fees *

Vehicles subject to fees

- Passenger vehicles
- Trucks that weigh 6,000 pounds or less
- Motorcycles
- Commercial passenger vehicles and trucks that weigh 6,000 pounds or less
- Commercial trailers
- Combination trucks that weigh 6,000 pounds or less
- Combination trailers
- Tow trucks
- House moving dollies
- Trucks used exclusively for hauling logs that weigh 6,000 pounds or less
- Trailers used exclusively for hauling logs
- Taxicabs
- For-hire or stage vehicles with 6 seats or less
- For-hire or stage vehicles with 7 or more seats that weigh 6,000 pounds or less
- Private use trailers over 2,000 pounds
- Motorcycle trailers
- Travel trailers
- Fixed load vehicles that weigh 6,000 pounds or less
- Mobile homes licensed as vehicles
- Motor homes
- Neighborhood electric passenger vehicle and trucks that weigh 6,000 pounds or less
- Medium-speed electric passenger vehicle and trucks that weigh 6,000 pounds or less

Exempt vehicles

- All farm vehicles including trailers
- Campers
- Off-road vehicles
- Snowmobiles, including vintage snowmobiles
- Mopeds
- ATVs

(*Source – Washington State Department of Licensing)

Transportation Benefit District Vehicles Subject to/Exempt from Fees *

- Personal use trailers with a single axle and less than 2,000 pounds scale weight
- Antique, collector, and restored vehicles
- Converter gear
- Government vehicles
- Federally owned vehicles and federal motorcycle trailers
- Private school vehicles
- Vehicles properly registered to disabled American veterans
- Commercial passenger vehicles and trucks that weigh 6,001 pounds or more



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:15 PM) Puget Sound Energy Community Solar Sites - Request for Information (RFI) - Public Works,

SUMMARY:

This item is for the City Council to consider having the City respond to Puget Sound Energy's recent RFI for community located distributed solar sites by completing and returning the RFI survey by 11/27/19.

AGENDA CATEGORY: Discussion

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to direct the City Manager to respond to Puget Sound Energy's Request for Information (RFI) for community located distributed solar sites by completing the RFI survey and returning it to PSE by November 27, 2019.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

On October 14, 2019, Puget Sound Energy sent out a Request for Information (RFI) to community located distributed solar sites. Through this RFI, Puget Sound Energy would like to evaluate various community-located solar sites to understand the feasibility of distributed solar resources. Interested organizations are requested to fill out the RFI survey and return it to Puget Sound Energy by November 27, 2019, at 3:00 p.m. See attached RFI.

At the October 1, 2019 City Council meeting, the Council expressed interest in responding to the RFI. City staff have identified six potential City-owned sites per below:

- City Hall Upper Roof

- Bainbridge Island Senior Center
- Vincent Road – Decant Facility
- Public Works Operations & Maintenance Facility (Hidden Cove)
- Future Policy-Court Facility
- Johnson Farm

The attached memo from Public Works Director Chris Wierzbicki outlines the six potential City-owned sites for the Council’s consideration and discussion in responding to this RFI.

ATTACHMENTS:

[PSE Community Solar Memo](#)

[PSE Community-Sited Solar RFI](#)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

Department of Public Works Memorandum

Date: November 8, 2019

To: City Council
Morgan Smith, City Manager

From: Christopher Wierzbicki, Public Works Director

Subject: PSE Community Solar Application

Background

On October 14, 2019, Puget Sound Energy released a Request for Information (RFI) for Community-Located Distributed Solar Sites (see attached). The RFI "...is interested in identifying potential community-located solar resource sites, on which PSE may consider developing distributed solar assets." At the October 1, 2019 City Council meeting, the Council expressed an interest in responding to the RFI, and therefore this memo identifies six potential city-owned sites for the Council's consideration and discussion, three of which are recommended for submittal. Responses to the RFI are due on November 27, 2019.

Sites for Consideration

City Hall Upper Roof - Recommended



City Hall has an existing solar installation, and likely has capacity for housing a second installation on the upper, metal seam roof. There are on-site electrical uses that could be served by an expansion of the solar facility.

Bainbridge Island Senior Center - Recommended



The Bainbridge Island Senior Center has an existing solar installation that was installed through a grant in 2014, and likely has capacity for housing a second installation. There are on-site electrical uses that could be served by an expansion of the solar facility as well as existing electrical meters.

Vincent Road – Decant Facility - Recommended



The City’s Vincent Road property likely has capacity for a solar installation on the roof of the decant facility (shown in green on the bottom left of the photo). The remainder of the vacant property has constraints for installation of a ground-mounted system. A conditions and use-assessment of the vacant area are planned as part of the 2020 work plan. There are limited on-site electrical uses that could be served by a solar facility.

Operations and Maintenance Facility (Hidden Cove)



The City’s Operations and Maintenance property at Hidden Cove Road and SR305 contains two buildings with significant roof area. Neither of the two buildings have been evaluated for solar installations, but a least one of them is likely to be unsuitable. There are on-site electrical uses and that could be served by a solar facility.

Policy-Court Facility



The City’s future Police and Court facility could be a suitable candidate for a solar installation, however, the current project schedule, as well as the orientation of the building roof could be potential obstacles. The building will have on-site electrical uses that could be served by a solar facility.

Johnson Farm



The City's Johnson Farm property is not presently able to be used for agriculture due to water rights issues, however, there is a significant amount of open land for a potential ground mounted solar facility. However, a ground system could interfere with use of the property for other purposes, and there are not on-site electrical loads that would be served.



***REQUEST FOR INFORMATION
FOR
COMMUNITY-LOCATED DISTRIBUTED SOLAR SITES***

OCTOBER 14, 2019

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INTRODUCTION

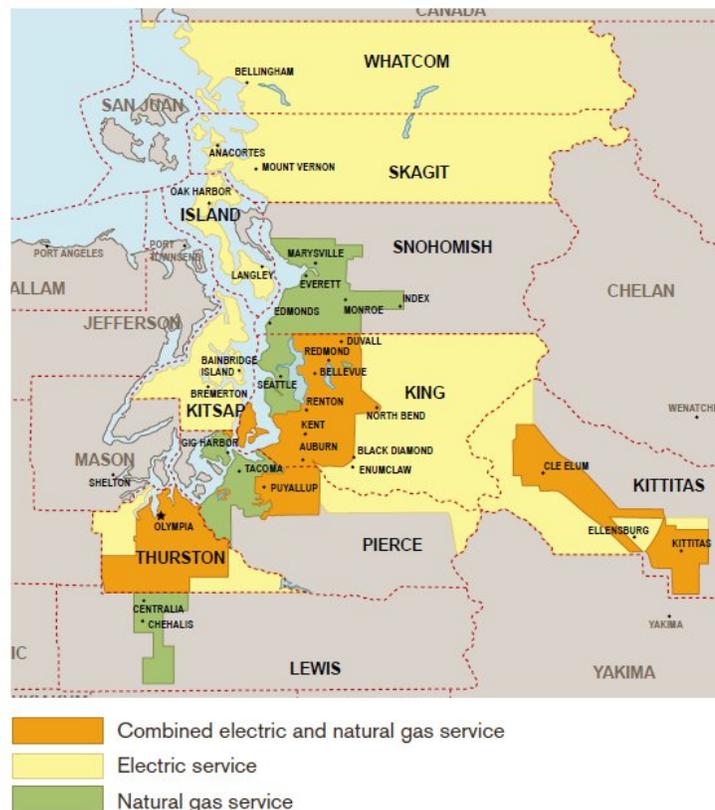
Puget Sound Energy (PSE) is interested in identifying potential community-located solar resource sites, on which PSE may consider developing distributed solar assets. Towards that end, PSE invites your organization to complete the following survey.

The survey is intended to explore the feasibility of community-sited solar resources, solicit specific proposals for locations for distributed solar sites, assess the level of potential compatibility between PSE and your organization, and assess the level of interest on the part of your organization.

PLEASE NOTE THAT THIS NOTICE AND THE RELATED REQUESTS FOR INFORMATION SHOULD NOT BE CONSIDERED A SOLICITATION FOR QUOTATION OR A REQUEST FOR PROPOSAL, AND NOTHING IN THIS NOTICE, THE SURVEY, OR THE SPECIFICATIONS OBLIGATES PSE TO ISSUE ANY SUCH SOLICITATIONS NOW OR IN THE FUTURE OR TO CONSIDER ANY UNSOLICITED RESPONSES. FURTHER, PSE MAINTAINS NO OBLIGATION TO REIMBURSE RESPONDENT FOR ANY COSTS INCURRED IN ASSOCIATION WITH THIS RFI.

1.1 About Puget Sound Energy

Washington State's oldest local energy company, Puget Sound Energy, serves approximately 1.1 million electric customers and more than 760,000 natural gas customers in 10 Washington counties.



PSE meets the energy needs of its customers, in part, through incremental, cost-effective energy efficiency, procurement of renewable energy resources, and far-sighted investment in the energy-delivery infrastructure.

PSE employees are dedicated to providing great customer service and delivering energy that is safe, dependable and efficient.

Puget Sound Energy's service area:

Electric Service: all of Kitsap, Skagit, Thurston, and Whatcom counties; parts of Island, King (not Seattle), Kittitas, and Pierce (not Tacoma) counties.

Natural Gas Service: parts of King (not Enumclaw), Kittitas (not Ellensburg), Lewis, Pierce, Snohomish, and Thurston counties.

For more information, visit www.PSE.com.

We look forward to your survey response and thank you for your organization's participation.

Cordially,

Dale Brokaw, Senior Buyer
Puget Sound Energy
425-398-6181 - phone
dale.brokaw@pse.com

2 INDICATION OF INTEREST

If your organization is interested in being considered to participate in PSE's **development of community-sited renewable resources**, by providing proposals for community-based sites that could be developed for solar by PSE, please complete this survey to your organization's best efforts and return via e-mail by the indicated deadline.

Please provide the point of contact information and mailing address for the appropriate participant in any future activities regarding this initiative.

Organization Name _____

Address _____

City, State, Zip _____

Contact Name _____ e-Mail Address _____

Telephone Number _____ Facsimile Number _____

Information submitted through this survey may be used to assist PSE in preparing a Request for Proposals (RFP) to develop solar resources on community sites.

3 INSTRUCTIONS

3.1 Time Table

Activity	Target Completion Dates
Release of RFI	October 14, 2019
Information Responses Due	November 27, 2019 at 3:00pm Pacific Time

3.2 Respondent Requirements

Respondents are limited to public, governmental, and tribal entities, including, but not limited to, city governments, county governments, tribes, and other public entities such as ports and school districts.

3.3 Response Format

Respondents are being asked to adhere to the specific format described below to aid the project team in their efforts to evaluate efficiently all information. Responses that deviate from the requested format will increase the time required to review and evaluate their contents.

Responses should be tailored specifically to answer this RFI. It is essential that the response be thorough, yet concise. Avoid broad, unenforceable, or unmeasurable responses.

Electronic (e-mail) responses are preferred and should be sent to CommunitySolar@pse.com as an attached Microsoft Word or Adobe PDF document. Include any attachments or other documentation as needed. Please note that our e-mail server will not accept e-mails over 10MB or containing .zip files. If other documentation cannot be sent by e-mail, it must also be received at the following address by the due date and time shown below: Emily Rich, PO Box 97034 – EST- 10W, Bellevue, WA 98009-9734.

Responses must be emailed to and submitted so as to be received by PSE **no later than 3 PM Pacific Time, November 27, 2019**, at the following email address:

CommunitySolar@pse.com with cc to:
emily.rich@pse.com

In order to facilitate Puget Sound Energy's review of the submitted proposals, Respondents are required to provide the requested information **in the following format**: please return this document with Section 2 (Indication of Interest) and Section 5 (Question) completed to the best of your organization's ability.

4 INTRODUCTION TO PROJECT

PSE customers are interested in projects that provide new, local, and renewable electricity to the grid. Additionally, PSE is committed to reducing the carbon content of its electricity through investment in renewable resources. To meet customer demand for green resources and decarbonize its electricity, PSE is considering options to locate renewable resources on community sites in its service territory.

4.1 Project Objective

PSE would like to explore the potential for siting solar resources in community locations in order to add renewable capacity in its service territory, leverage existing sites that communities would like to develop into solar projects, and promote equity by allowing all communities to submit sites for consideration. Through this RFI, PSE would like to evaluate various community-located solar sites to understand the feasibility of distributed solar resources.

4.2 Current State

PSE has heard from several communities about local sites that could serve as possible solar resource locations, but would benefit from a comprehensive review of potential sites across its service territory.

4.3 Desired State

PSE would like to have better information about which sites communities would like to see solar capacity developed on, how feasible solar development on these sites is, and how solar at these locations would impact PSE's grid. This information would provide a more complete view of interest and potential in the territory, which will help PSE fairly select sites for development.

4.4 Preferred Site Characteristics

PSE is seeking a range of community-based sites to develop a balanced set of resources for a Community Solar program. It seeks sites that would be good candidates for *either* rooftop solar systems or ground mounted solar systems, likely ranging in size from 50kW to 2MW.

PSE will follow a structured evaluation process designed to screen and rank individual proposals based on an evaluation of costs, risks, and benefits. The company will consider a number of quantitative and qualitative factors to reasonably compare proposals with diverse attributes. Each proposal will be evaluated based on its compliance with this RFI and according to criteria including, but not limited to, size and type of solar resource potential, customer and community alignment, and cost/benefit to PSE's electrical system.

4.5 Negotiations and Contracts

PSE may elect to negotiate with any respondent whose submission has been shortlisted. During negotiations, PSE will continue to update its analysis on an as-needed basis to reflect any additional or revised factors that may impact the development at the site.

PSE has no obligation to enter into definitive agreements with any respondent to this RFI and may terminate or modify the RFI at any time without liability or obligation to any respondent. This RFI shall not be construed as preventing PSE from entering into any agreement that it deems appropriate at any time before, during, or after the RFI process is complete. PSE reserves the right to negotiate only with those respondents and other parties who provide submissions that PSE believes, in its sole opinion, to have a reasonable likelihood of being executed substantially.

5 QUESTIONS

Request/Question	Answer/Statement
5.1 General	
1. Please provide a general overview of your organization. That is, size, location, organizational overview, etc.	
2. Why are you interested in submitting community-based site(s) for potential development?	
5.2 Solar Site(s) – Each respondent may submit up to 5 sites	
<i>Site 1 (if submitting multiple sites, please place the sites in order of preference)</i>	
1. Where is the proposed solar site?	
a. Site address and/or lat/long	
b. Please describe the general site layout. If possible, please attach photos, a map, aerial overview, and/or sketch of the site with your response.	
2. Please describe how leveraging this site for solar would benefit your community.	
3. Describe any unique features, strategy, etc. that sets this site apart from others.	
4. Have you previously evaluated putting solar on this site? If yes, please describe the project(s) considered (size, when the evaluation occurred, current status and/or why it didn't move forward, etc.)	
5. Please describe the site.	
a. Rooftop or ground?	
b. How many useable square feet or acres? (“useable” includes relatively flat, unshaded, unforested area)	
c. (If rooftop) Are there unbuildable zones on the roof? E.g. vents, rooftop units, etc.	
d. (If rooftop) How old is the roof?	
e. (If rooftop) What material is the roof made of?	

6. Do you own the land or building where the site is located? Is there a tenant associated with the land or building? Any other considerations about the ownership structure that are of importance? [Note: owned sites will be given priority.]	
a. (If owner) How long do you anticipate continuing to own the site?	
b. Are there any easements that might impact development at the site(s)?	
7. What compensation would you expect for the development of solar on this site?	
8. Is there on-site load (electricity consumption) at this location? (If applicable) What is the facility and what does the operating schedule look like? (If applicable) What is the metering arrangement at the site?	
9. What, if any, permitting and zoning considerations should PSE be aware of in regards to this site? Is any portion of the proposed site located on land defined as a wetland? Are there any known flora or fauna that might impact development at the site?	
10. To the best of your knowledge, when could solar development and construction begin on this site?	
Site 2 (if submitting multiple sites, please place the sites in order of preference)	
1. Where is the proposed solar site?	
a. Site address and/or lat/long	
b. Please describe the general site layout. If possible, please attach photos, a map, aerial overview, and/or sketch of the site with your response.	
2. Please describe how leveraging this site for solar would benefit your community.	
3. Describe any unique features, strategy, etc. that sets this site apart from others.	
4. Have you previously evaluated putting solar on this site? If yes, please describe the project(s) considered (size, when the evaluation occurred, current status and/or why it didn't move forward, etc.)	

5. Please describe the site.	
a. Rooftop or ground?	
b. How many useable square feet or acres? ("useable" includes relatively flat, unshaded, unforested area)	
c. (If rooftop) Are there unbuildable zones on the roof? E.g. vents, rooftop units, etc.	
d. (If rooftop) How old is the roof?	
e. (If rooftop) What material is the roof made of?	
6. Do you own the land or building where the site is located? Is there a tenant associated with the land or building? Any other considerations about the ownership structure that are of importance? [Note: owned sites will be given priority.]	
a. (If owner) How long do you anticipate continuing to own the site?	
b. Are there any easements that might impact development at the site(s)?	
7. What compensation would you expect for the development of solar on this site?	
8. Is there on-site load (electricity consumption) at this location? (If applicable) What is the facility and what does the operating schedule look like? (If applicable) What is the metering arrangement at the site?	
9. What, if any, permitting and zoning considerations should PSE be aware of in regards to this site? Is any portion of the proposed site located on land defined as a wetland? Are there any known flora or fauna that might impact development at the site?	
10. To the best of your knowledge, when could solar development and construction begin on this site?	
Site 3 (if submitting multiple sites, please place the sites in order of preference)	
1. Where is the proposed solar site?	
a. Site address and/or lat/long	
b. Please describe the general site layout. If possible, please attach photos, a	

map, aerial overview, and/or sketch of the site with your response.	
2. Please describe how leveraging this site for solar would benefit your community.	
3. Describe any unique features, strategy, etc. that sets this site apart from others.	
4. Have you previously evaluated putting solar on this site? If yes, please describe the project(s) considered (size, when the evaluation occurred, current status and/or why it didn't move forward, etc.)	
5. Please describe the site.	
a. Rooftop or ground?	
b. How many useable square feet or acres? ("useable" includes relatively flat, unshaded, unforested area)	
c. (If rooftop) Are there unbuildable zones on the roof? E.g. vents, rooftop units, etc.	
d. (If rooftop) How old is the roof?	
e. (If rooftop) What material is the roof made of?	
6. Do you own the land or building where the site is located? Is there a tenant associated with the land or building? Any other considerations about the ownership structure that are of importance? [Note: owned sites will be given priority.]	
a. (If owner) How long do you anticipate continuing to own the site?	
b. Are there any easements that might impact development at the site(s)?	
7. What compensation would you expect for the development of solar on this site?	
8. Is there on-site load (electricity consumption) at this location? (If applicable) What is the facility and what does the operating schedule look like? (If applicable) What is the metering arrangement at the site?	
9. What, if any, permitting and zoning considerations should PSE be aware of in regards to this site? Is any portion of the proposed site located on land defined as a	

wetland? Are there any known flora or fauna that might impact development at the site?	
10. To the best of your knowledge, when could solar development and construction begin on this site?	
Site 4 (if submitting multiple sites, please place the sites in order of preference)	
1. Where is the proposed solar site?	
a. Site address and/or lat/long	
b. Please describe the general site layout. If possible, please attach photos, a map, aerial overview, and/or sketch of the site with your response.	
2. Please describe how leveraging this site for solar would benefit your community.	
3. Describe any unique features, strategy, etc. that sets this site apart from others.	
4. Have you previously evaluated putting solar on this site? If yes, please describe the project(s) considered (size, when the evaluation occurred, current status and/or why it didn't move forward, etc.)	
5. Please describe the site.	
a. Rooftop or ground?	
b. How many useable square feet or acres? ("useable" includes relatively flat, unshaded, unforested area)	
c. (If rooftop) Are there unbuildable zones on the roof? E.g. vents, rooftop units, etc.	
d. (If rooftop) How old is the roof?	
e. (If rooftop) What material is the roof made of?	
6. Do you own the land or building where the site is located? Is there a tenant associated with the land or building? Any other considerations about the ownership structure that are of importance? [Note: owned sites will be given priority.]	
a. (If owner) How long do you anticipate continuing to own the site?	
b. Are there any easements that might impact development at the site(s)?	

7. What compensation would you expect for the development of solar on this site?	
8. Is there on-site load (electricity consumption) at this location? (If applicable) What is the facility and what does the operating schedule look like? (If applicable) What is the metering arrangement at the site?	
9. What, if any, permitting and zoning considerations should PSE be aware of in regards to this site? Is any portion of the proposed site located on land defined as a wetland? Are there any known flora or fauna that might impact development at the site?	
10. To the best of your knowledge, when could solar development and construction begin on this site?	
Site 5 (if submitting multiple sites, please place the sites in order of preference)	
1. Where is the proposed solar site?	
a. Site address and/or lat/long	
b. Please describe the general site layout. If possible, please attach photos, a map, aerial overview, and/or sketch of the site with your response.	
2. Please describe how leveraging this site for solar would benefit your community.	
3. Describe any unique features, strategy, etc. that sets this site apart from others.	
4. Have you previously evaluated putting solar on this site? If yes, please describe the project(s) considered (size, when the evaluation occurred, current status and/or why it didn't move forward, etc.)	
5. Please describe the site.	
a. Rooftop or ground?	
b. How many useable square feet or acres? ("useable" includes relatively flat, unshaded, unforested area)	
c. (If rooftop) Are there unbuildable zones on the roof? E.g. vents, rooftop units, etc.	
d. (If rooftop) How old is the roof?	

e. (If rooftop) What material is the roof made of?	
6. Do you own the land or building where the site is located? Is there a tenant associated with the land or building? Any other considerations about the ownership structure that are of importance? [Note: owned sites will be given priority.]	
a. (If owner) How long do you anticipate continuing to own the site?	
b. Are there any easements that might impact development at the site(s)?	
7. What compensation would you expect for the development of solar on this site?	
8. Is there on-site load (electricity consumption) at this location? (If applicable) What is the facility and what does the operating schedule look like? (If applicable) What is the metering arrangement at the site?	
9. What, if any, permitting and zoning considerations should PSE be aware of in regards to this site? Is any portion of the proposed site located on land defined as a wetland? Are there any known flora or fauna that might impact development at the site?	
10. To the best of your knowledge, when could solar development and construction begin on this site?	



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:25 PM) Lodging Tax Advisory Committee (LTAC) 2020 Funding Recommendations - Executive,

SUMMARY:

In response to a request for proposals issued by the City in the Fall of 2019, the Lodging Tax Advisory Committee ("LTAC") has received and reviewed proposals for funding from the Lodging Tax (Civic Improvement Fund) for activities in 2020. The LTAC reviewed 15 proposals totaling \$547,270 in funding requests. The LTAC funding recommendation totals \$275,000.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward the Lodging Tax Advisory Committee's 2020 funding recommendation for approval with the November 26, 2019 Consent Agenda, and to authorize the City Manager to execute the associated funding agreements with recipient organizations.

STRATEGIC PRIORITY: Vibrant Economy

FISCAL IMPACT:

Amount:	\$275,000
Ongoing Cost:	
One-Time Cost:	\$275,000
Included in Current Budget?	Yes

BACKGROUND:

According to RCW 67.28.1816: The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

In response to a request for proposals issued by the City in the summer of 2019, the Lodging Tax Advisory Committee ("LTAC") has received and reviewed proposals for funding from the Lodging Tax (Civic Improvement Fund) for activities in 2020. The LTAC reviewed 15 proposals totaling \$547,270 in funding

requests. The LTAC recommendation totals \$275,000, with recommended grants ranging from 0 to 72% of the requested amount. Details of the LTAC's review and the suggested funding are included in the attached memo.

The proposals are available for review on the City's website:

<http://www.bainbridgewa.gov/236/Lodging-Tax-Advisory-Committee>. Following City Council approval, City staff will develop agreements with each agency for which 2020 funding is provided.

ATTACHMENTS:

[2020 LTAC Funding Recommendations - for CC 11122019](#)

FISCAL DETAILS:

The City Council approved distribution and the LTAC committee has recommended award of \$275,000 for 2020 projects. This amount can be fully supported by the estimated 2019 year-end fund balance of \$363,000.

Fund Name(s): Other

Coding:



City of Bainbridge Island

Recommendations for
2020 Civic Improvement Fund Expenditures
Lodging Tax Advisory Committee
November 2019

2020 Lodging Tax Advisory Committee (LTAC)
(Appointed by City Council on June 25, 2019)

Rasham Nassar	(City Councilmember, Chair, Voting)
Matthew Tirman	(City Councilmember, Vice-Chair, Non-Voting)
Susie Burdick	(Eligible Recipient Organization Representative)
Dominique Cantwell	(Eligible Recipient Organization Representative)
Nancy Fortner	(Eligible Lodging Business Representative)
John Dinsmore	(Eligible Lodging Business Representative)

Overview

The Lodging Tax Advisory Committee (LTAC) is established through Chapter 67.28 of the Revised Code of Washington (RCW) and is charged with reviewing and making recommendations to the City Council about the allocation of the Civic Improvement Fund (CIF). This special fund exists pursuant to City Code 3.65.040 through the collection of a tax on overnight lodging on the island.

In response to a Request for Proposals (RFP) issued by the City in September, the LTAC received 15 proposals for funding from the Civic Improvement Fund (CIF) for 2020 activities. The total amount requested was \$547,270. A complete proposal for each project reviewed by the LTAC is available on the City's website: [Lodging Tax Advisory Committee](#).

According to RCW 67.28.1816:

The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

Eligibility

The State's requirements restrict the use of the fund to projects in the following categories:

- tourism marketing projects,
- marketing and operations of special events or festivals,
- the operation of tourism related facilities, or
- capital expenses for a tourism related facility.

The funding parameters for 2020 allow applicants to apply for grants between \$2,000 minimum and \$137,500 maximum. Additional eligibility requirements for 2020, as stated in the City's RFP, are as follows:

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

Selection Criteria

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

Lodging Fund Project Evaluation – Basic Criteria

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

Recommended Funding

The committee recommended funding awards for 2020 are presented in the following tables.

Applicant	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Arts & Humanities Bainbridge	Currents Online Cultural Collaborations		14,000	\$10,000
Initial Expenses				
Independent Contractor	7,000	5,000		
Marketing & Promotions	6,500	5,000		
Ongoing Expenses				
Site Enhancements & Improvements	4,000	2,000		
Administrative Site Support	12,000	2,000		
Total	29,500	14,000		
Bainbridge Arts & Crafts	Off-Island Advertising Package		14,000	\$5,000
	Print & Video Publications	14,000		
Bainbridge Island Chamber of Commerce	Visitor Information Center		65,410	\$40,000
	Visitors Bureau	2,000		
	Tourism, Marketing and Promotion	7,000		
	Celebrate Bainbridge	2,000		
	Washington Tourism Alliance	4,000		
	Website Development & Maintenance			
	Maintenance, Registration, Hosting, Upkeep	1,000		
	Staff Time to Maintain Information	3,000		
	Grand Old Fourth of July (53th Anniversary)			
	Marketing, Event Planning, Operations, Staff Costs, Materials	14,000		
	Website Maintenance	2,000		
	Proposed Auxiliary Staffing	1,000		
	Operating a Tourism Related Facility Staffing			
	Supervisory Hours	6,000		
	Staffing Hours	15,000		
	Operation Costs of a Tourism Related Facility	8,410		
	Total	65,410		

Applicant	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Bainbridge Island Downtown Association	Multi-Media Destination Marketing		68,100	\$35,000
Walkabout Guides	30,900	18,900		
July 3 Street Dance/ Celebrate Bainbridge	18,450	9,950		
Art Walk	6,700	6,200		
Girls Night Out	10,750	7,750		
Trick or Treat Downtown	3,250	2,750		
Holiday Celebrations	24,700	21,200		
Memberships	1,350	1,350		
Total	96,100	68,100		
Bainbridge Island History Museum	2 nd Annual BI Pickleball Founders Tournament		29,910	\$12,000
	Expanded Services of Tournament Director & Staff	2,145		
	Hiring P/T Marketing/Sponsorship Coordinator	10,865		
	Advertising	7,500		
	Graphic Design	4,000		
	Added Events & Commemorative Materials	3,000		
	Volunteer Coordinator	600		
	Paid Referees	1,800		
	Total	29,910		
Bainbridge Island Lodging Association	Destination Bainbridge 2020		89,600	\$56,000
	Administration & Overhead	4,100		
	Destination Bainbridge Tourism Website	9,500		
	Promote Oversight Tourism	19,200		
	Support for Island's Overnight Lodging	3,600		
	Partnerships	9,200		
	Basic BILA Budget	45,600		
	*Strategic Innovations & Initiatives	44,000		
	*Assess 2021 Opportunities, Promotional Tools & Expand Partnerships			
	Total	89,600		

Applicant	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Bainbridge Island Lodging Association	Destination Bainbridge 2020: 4 th of July Fireworks		45,000	No funding
Show Vendor	50,000	40,000		
Sound Amplification	2,000			
Floating Platform Purchase (One-Time)	10,000	5,000		
Advertising & Publicity	3,000			
Annual Show Support Costs	2,000			
G&A	2,000			
Total	69,000	45,000		
Bainbridge Island Museum of Art	Cultural Impact Programs & Festivals		20,000	\$5,000
Staffing	50,000			
Marketing Materials	20,000			
Advertising, Social Media	20,000			
Workshop Supplies	1,200			
Black History Month	1,000			
Vagina Monologues	1,000			
Momentum Festival*	4,000			
Mojo Festival*	4,000			
Music on the Plaza	1,000			
Dia de los Muertos Festival*	2,000			
Within Earshot/Jazz Festival*	10,000			
Day of Remembrance	500			
Silent Film Festival*	10,000			
Indigenous Artists Exhibition	25,000			
Total	149,700			
* Grant funds will support marketing materials, advertising, social media ads, support festivals, outreach to encourage tourism and overnight stays				
Bainbridge Island Parks Foundation	Trillium Trail Family Run		9,000	\$6,500
	Promotions	6,000		
	Permits	330		
	Supplies	3,350.		
	Total	9,680		

Applicant	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Bloedel Reserve	Multi-Change Approach Shoulder Season: "Fish Where the Fish Are"		23,000	\$6,500
	Cascadia Media Plan	19,000		
	Overnight Visitor Discount Admission Program	4,000		
	Total	23,000		
City of Bainbridge Island	Downtown Wayfinding Signs		36,000	\$12,000
	Fabrication & Installation	36,000		
	Total	36,000		
North Kitsap Tourism Coalition	Media Support		10,000	\$7,000
	Creative Design	27,600		
	Marketing Content Editor	1,250		
	Webmaster	1,200		
	Digital Ads (not Facebook)	6,000		
	Videos	6,000		
	Display Materials	500		
	Facebook Ads	4,000		
	Travel Writers Conference/Trade Show	200		
	Newsletter Email Program	150		
	Website Domain Renewals & Hosting	300		
	Spirits & Spirits Event	1,000		
	Printing	200		
	Board/Liability Insurance	1,545		
	Annual State Corporate Renewal	10		
	Total	49,955		
Visit Bainbridge Island	Multi-Media Destination Marketing Campaign		71,500	\$50,000
Administrative Expenses				
Staffing	45,000	45,000		
Operating Expenses	3,500	3,500		
Subtotal	48,500	48,500		
Marketing Expenses				
Advertising to Target Markets	2,000	500		
Brand Development & Collateral	3,000	3,000		
Website: Update & Maintenance	4,000	4,000		

Total Funding Requested

Per the 2020 RFP, the City Council approved up to \$275,000 in distributions. This amount of funding was selected based on forecasts of 2019 revenue available during Q1-2019.

The current estimate for available funds at year-end 2019 is \$363,000. Approval of \$275,000 in awards would leave roughly \$88,000 balance in the fund. Remaining funds will be combined with 2020 revenue to support activities in 2021. Please see the table below for additional detail on 2019 revenue estimates.

ESTIMATED CIVIC IMPROVEMENT FUND (LTAC) BALANCE:
As of October 29, 2019

	as of Q1	as of Q2	as of Q3
Balance as of Jan 1, 2019	\$294,000	\$294,000	\$294,000
2019 Project Awards	(\$260,000)	(\$260,000)	(\$250,000)
Estimated 2019 Revenue	\$255,000	\$280,000	\$319,000
Estimated Balance as of 12/31/19:	\$289,000	\$314,000	\$363,000



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:35 PM) Ordinance No. 2019-30, Updating Pass-Through Fee From Retailers to Customers Requesting Bags - Finance,

SUMMARY:

Kitsap County recently passed an ordinance to ban the use and distribution of film plastic bags. In 2012 Bainbridge Island passed a similar Ordinance No. 2012-06, which banned single use plastic bags and established a pass through fee that retailers can charge of 5 cents for paper bags. The fee of the county's new ordinance is eight cents. This ordinance updates the City's fee to eight cents to be consistent with Kitsap County and other cities in the county.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward Ordinance No. 2019-30 for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: According to Kitsap County, Washingtonians use more than 2 billion single-use plastic bags each year. Kitsap County alone uses approximately 87 million plastic bags annually and only 12% are recycled.

Kitsap County recently passed an Ordinance to Limit the Distribution of Film Plastic Bags. In 2012 Bainbridge Island passed Ordinance No. 2012-06, which banned single use plastic bags and established a pass through fee of five cents for paper bags that retailers charge and retain. The fee of the County's Ordinance is eight cents. This Ordinance updates the pass through fee on Bainbridge Island to eight cents to be consistent with Kitsap County and other cities (Bremerton, Port Orchard) in the county. The eight-cent fee is retained by the retailer and is meant to offset the cost of bags and other costs related to the pass-through charge.

ATTACHMENTS:

[Ordinance No. 2019-30, Update of Pass-Through Fee From Retailers to Customers Requesting Bags](#)

FISCAL DETAILS: N/A - this item has no direct financial impact to the City. Monies received by businesses are retained to offset their operating costs.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-30

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to single-use plastic carryout bags; amending Chapter 13.28 of the Bainbridge Island Municipal Code to increase the pass-through charge that retail establishments collect from customers requesting recyclable paper carryout bags; establishing an effective date of January 1, 2020.

WHEREAS, on April 11, 2012, the City Council adopted Ordinance No. 2012-06, which banned single-use plastic carryout bags and established a pass-through fee that retailers can charge of 5 cents for each recyclable paper carryout bag; and

WHEREAS, in order to be consistent with pass-through fees that retailers can charge throughout Kitsap County and other incorporated cities within the County, the City needs to increase the pass-through fee collected by retail establishments on Bainbridge Island from 5 cents to 8 cents for each recyclable paper carryout bag; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the people of the City that regulations require a pass-through fee on the use of recyclable paper carryout bags in order to encourage greater use of reusable bags, to reduce the cost of solid waste disposal by the City, and to protect the environment.

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

Section 1. Section 13.28.200 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

13.28.200 Single-use plastic and recyclable paper carryout bags

A. No retail establishment in the city shall provide a single-use plastic carryout bag to any customer.

B. No retail establishment shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger that is not a recyclable paper bag, and retail establishments shall collect a pass-through charge of not less than ~~\$0.05~~ \$0.08 for each recyclable paper carryout bag provided to customers. It shall be a violation of this section for any retail establishment to pay or otherwise reimburse a customer for any portion of the pass-through charge; provided that retail establishments may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or the federal Supplemental Nutrition Assistance

Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

C. All retail establishments shall indicate on the customer transaction receipt the number of recyclable paper carryout bags provided and the total amount of the pass-through charge.

~~D. All retail establishments shall comply with the requirements of this section by November 1, 2012.~~

DE. For purposes of this section, the following definitions apply:

1. “Carryout bag” means a bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for the purpose of transporting food or merchandise out of the establishment. Carryout bags do not include: (a) bags used by customers inside stores to package bulk items such as fruit, vegetables, nuts, grains, candy, greeting cards, or small hardware items, such as nails and bolts, or to contain or wrap frozen foods, meat or fish, whether prepackaged or not, or to contain or wrap flowers or potted plants, or other items where dampness may be a problem, or to contain unwrapped prepared foods or bakery goods, or to contain prescription drugs, or to safeguard public health and safety during the transportation of prepared take-out foods and prepared liquids intended for consumption away from the retail establishment; or (b) newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.

2. “Pass-through charge” means a charge to be collected by retailers from their customers when providing recyclable paper bags, and retained by retailers to offset the cost of bags and other costs related to the pass-through charge.

3. “Recyclable paper bag” means a carryout bag that has a manufacturer’s stated capacity of one-eighth barrel (882 cubic inches) or larger and meets the following requirements: (a) contains a minimum of 40 percent post-consumer recycled materials, and (b) displays the minimum percent of post-consumer content on the outside of the bag.

4. “Retail establishment” means any person, corporation, partnership, business venture, public sports or entertainment facilities, government agency, street vendor or vendor at public events or festivals or organizations that sell or provide merchandise, goods or materials including, without limitation, clothing, food, beverages, household goods, or personal items of any kind directly to a customer. Examples include but are not limited to department stores, clothing stores, jewelry stores, grocery stores,

pharmacies, home improvement stores, liquor stores, convenience stores, gas stations, restaurants, food vending trucks, farmers markets and temporary vendors of food and merchandise at street fairs and festivals. Food banks and other food assistance programs are not considered to be retail establishments for the purposes of this section.

5. “Single-use plastic carryout bag” means any carryout bag made from plastic or any material marketed or labeled as “biodegradable” or “compostable” that is neither intended nor suitable for continuous reuse as a carryout bag or that is less than 2.25 mils thick.

EF. The violation of or failure to comply with this section is designated as a Class 1 civil infraction and shall be processed as contemplated by RCW Chapter 7.80.120.

Section 2. This ordinance shall take effect January 1, 2020.

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:

2019-30



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:45 PM) Ordinance No. 2019-35, Relating to Business and Occupation Taxes (B&O) Changes - Finance,

SUMMARY:

In response to house bills 1403 and 1059, passed in the most recent legislative session, the city must amend certain sections of the city code related to business and occupation taxes.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward Ordinance No. 2019-35 for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND: House Bill 1403 changed certain aspects of how service income is apportioned between cities when a business performs work in more than one jurisdiction. Changes were made to service apportionment tests, definitions of business activity and customer location, and the alternative apportionment process. Cities are required to have these changes take effect on January 1, 2020.

House Bill 1059 changed the annual tax filing deadline April 15. Cities are required to have this change in effect January 1, 2021.

The attached FAQ document from the Association of Washington Cities (AWC) provides additional background and information.

ATTACHMENTS:

FISCAL DETAILS:

We anticipate minimal impact to City finances. Most collections of B&O tax would be delayed about a month based on the new filing deadline changing from the end of February to April 15th starting in 2021.

Fund Name(s): General Fund

Coding: 01131 316100

ORDINANCE NO. 2019-35

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to business and occupation taxes; amending Sections 5.05 and 5.06 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, RCW 35.21.710 authorizes cities to levy and collect a tax not to exceed two-tenths of one percent (.2%) on the gross income of persons doing business within the city; and

WHEREAS, in accordance with State law requirements, the City adopted the model business and occupation tax administrative procedures ordinance on October 27, 2004 pursuant to Ordinance No. 2004-17; and

WHEREAS, in the most recent legislative session the Washington State legislature passed house bills 1403 and 1059 which mandated certain changes to city business and occupation tax; and

WHEREAS, provisions of RCW 35.102.040 require cities that levy business and occupation taxes to form a working group, with input from business stakeholders, to update the model ordinance; and

WHEREAS, during the spring and summer of 2019, the working group revised the model ordinance to include the changes mandated by house bills 1403 and 1059; and

WHEREAS, all cities that levy local business and occupation taxes must adopt the mandatory changes to the model ordinance.

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

Section 1. Chapter 5.05 of the Bainbridge Island Municipal Code is hereby amended as shown on **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. Section 5.06.040.A of the Bainbridge Island Municipal Code is hereby amended to read as follows:

5.06.040 When due and payable – Reporting periods – Annual returns – Threshold provisions or relief from filing requirements – Computing time periods – Failure to file returns.

A. The tax imposed by this chapter shall be due and payable annually. At the Director's discretion, businesses may be assigned to a monthly or quarterly reporting period depending on the tax amount owing or type of tax. Until

December 31, 2020, tax payments are due on or before the last day of the second month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax payments are due on or before the time as provided in RCW 82.32.045 (1), (2), and (3).

B. Taxes shall be paid as provided in this chapter and accompanied by a return on forms as prescribed by the Director. The return shall be signed by the taxpayer personally or by a responsible officer or agent of the taxpayer. The individual signing the return shall swear or affirm that the information in the return is complete and true.

AC. For purposes of the tax imposed by Chapter 5.05 BIMC, any person whose value of products, gross proceeds of sales, or gross income of the business, subject to tax after all allowable deductions, is greater than or equal to \$100,000 in the current calendar year shall file a return, submit the return to the director and shall pay the correlating business and occupation tax on such products, gross proceeds of sales and/or gross income of the business as set forth in this chapter and Chapter 5.05 BIMC. A person whose value of products, gross proceeds of sales, or gross income of the business, subject to tax after all allowable deductions, is less than \$100,000 in the current calendar year shall file a return, declare that no tax is due on that person's return, and submit the return to the director. The gross receipts and deduction amounts shall be entered on the tax return regardless of whether any tax may be due.

D. Except as otherwise specifically provided by any other provision of this chapter, in computing any period of days prescribed by this chapter the day of the act or event from which the designated period of time runs shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or city or federal legal holiday, in which case the last day of such period shall be the next succeeding day which is neither a Saturday, Sunday, or city or federal legal holiday.

E. If any taxpayer fails, neglects or refuses to make a return as and when required in this chapter, the director is authorized to determine the amount of the tax or fees payable by obtaining facts and information upon which to base the director's estimate of the tax or fees due. Such assessment shall be deemed prima facie

correct and shall be the amount of tax owed to the city by the taxpayer. The director shall notify the taxpayer by mail of the amount of tax so determined, together with any penalty, interest, and fees due; the total of such amounts shall thereupon become immediately due and payable.

Section 3. This ordinance shall take effect and be in force on January 1, 2020, following 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, CMC, City Clerk

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

2019-35

Exhibit A

Chapter 5.05 BUSINESS AND OCCUPATION TAX

Sections:

- 5.05.010 Purpose.**
- 5.05.020 Exercise of revenue license power.**
- 5.05.028 Administrative provisions.**
- 5.05.030 Definitions.**
- 5.05.040 Agency – Sales and services by agent, consignee, bailee, factor, or auctioneer.**
- 5.05.050 Imposition of the tax – Tax or fee levied.**
- 5.05.070 Multiple activities credit when activities take place in one or more cities with eligible gross receipt taxes.**
- 5.05.075 Deductions to prevent multiple taxation of manufacturing activities and, prior to January 1, 2008, transactions involving more than one city with an eligible gross receipts tax.**
- 5.05.076 Assignment of gross income derived from intangibles.**
- 5.05.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.**
- 5.05.078 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.**
- 5.05.090 Exemptions.**
- 5.05.100 Deductions.**
- 5.05.120 Tax part of overhead.**
- 5.05.130 Severability clause.**

5.05.010 Purpose.

This section implements Washington Constitution Article XI, Section 12, and RCW 35A.82.020 and 35A.11.020, which give municipalities the authority to license for revenue. In the absence of a legal or constitutional prohibition, municipalities have the power to define taxation categories as they see fit in order to respond to the unique concerns and responsibilities of local government. It is intended that this chapter be as uniform as possible among the various municipalities and consistent with the mandatory requirements of Chapter 35.102 RCW for municipalities. Uniformity with provisions of state tax laws should not be presumed, and references in this section to statutory or

administrative rule changes do not mean state tax statutes or rules promulgated by the Department of Revenue.

5.05.020 Exercise of revenue license power.

The provisions of this chapter shall be deemed an exercise of the power of the city to license for revenue. The provisions of this chapter are subject to periodic statutory or administrative rule changes or judicial interpretations of the ordinances or rules. The responsibility rests with the licensee or taxpayer to reconfirm tax computation procedures and remain in compliance with the city code.

5.05.028 Administrative provisions.

The administrative provisions contained in Chapter 5.06 BIMC shall be fully applicable to the provisions of this chapter except as expressly stated to the contrary herein.

5.05.030 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular

A. Definitions, A – I.

Advance, Reimbursement.

1. “Advance” means money or credits received by a taxpayer from a customer or client with which the taxpayer is to pay costs or fees on behalf of the customer or client.
2. “Reimbursement” means money or credits received from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the customer or client.

Agricultural Product, Farmer.

1. “Agricultural product” means any product of plant cultivation or animal husbandry including, but not limited to: A product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW 15.85.020; plantation

Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW 15.85.020, or a bird, or insect, or the substances obtained from such an animal. “Agricultural product” does not include animals intended to be pets.

2. “Farmer” means any person engaged in the business of growing or producing, upon the person’s own lands or upon the lands in which the person has a present right of possession, any agricultural product whatsoever for sale. “Farmer” does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person’s own consumption. “Farmer” does not include a person selling any animal or substance obtained therefrom in connection with the person’s business of operating a stockyard or a slaughter or packing house. “Farmer” does not include any person in respect to the business of taking, cultivating, or raising timber.

Artistic or Cultural Organization. As used in this chapter:

1. The term “artistic or cultural organization” means an organization which is organized and operated exclusively for the purpose of providing artistic or cultural exhibitions, presentations, or performances or cultural or art education programs, as defined in subsection 10 of this definition, for viewing or attendance by the general public.

2. The organization must be a not-for-profit corporation under Chapter 24.03 RCW.

3. The organization must be managed by a governing board of not less than eight individuals, none of whom is a paid employee of the organization or by a corporation sole under Chapter 24.12 RCW.

4. No part of its income may be paid directly or indirectly to its members, stockholders, officers, directors, or trustees except in the form of services rendered by the corporation in accordance with its purposes and bylaws.

5. Salary or compensation paid to its officers and executives must be only for actual services rendered, and at levels comparable to the salary or compensation of like positions within the state.

6. Assets of the corporation must be irrevocably dedicated to the activities for which the exemption is granted and, on the liquidation, dissolution, or abandonment by the corporation, may not inure directly or indirectly to the benefit of any member or individual except a nonprofit organization, association, or corporation which also would be entitled to the exemption.

7. The corporation must be duly licensed or certified when licensing or certification is required by law or regulation.

8. The amounts received that qualify for exemption must be used for the activities for which the exemption is granted.

9. Services must be available regardless of race, color, national origin, ancestry, religion, age, sex, marital status, sexual orientation, Vietnam or disabled veteran status, or the presence of any mental or physical disability.

10. The term “artistic or cultural exhibitions, presentations, or performances or cultural or art education programs” is limited to:

a. An exhibition or presentation of works of art or objects of cultural or historical significance, such as those commonly displayed in art or history museums;

b. A musical or dramatic performance or series of performances; or

c. An educational seminar or program, or series of such programs, offered by the organization to the general public on an artistic, cultural, or historical subject.

“Business” includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

“Business and occupation tax” or “gross receipts tax” means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

“Commercial or industrial use” means the following uses of products, including byproducts, by the extractor or manufacturer thereof:

1. Any use as a consumer;
2. The manufacturing of products including articles, substances or commodities.

“Competitive telephone service” means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title 80 and for which a separate charge is made.

“Consumer” means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person’s business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:
 - a. Resale as tangible or intangible personal property in the regular course of business;
 - b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
 - c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or

d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;

2. Any person engaged in any business activity taxable under BIMC 5.05.050.A.7;

3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;

4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in subsection C of this section, other than for resale in the regular course of business;

5. Any person who is an end user of software;

6. Any person engaged in the business of “public road construction” in respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing or spreading the property in or upon the right-of-way of a publicly owned street, place, road, highway, easement, bridge, tunnel, or trestle or in or upon the site of a publicly owned mass public transportation terminal or parking facility;

7. Any person who is an owner, lessee or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;

8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business;

9. Any person engaged in “government contracting.” Any such person shall be a consumer within the meaning of this subsection in respect to tangible personal

property incorporated into, installed in, or attached to such building or other structure by such person.

Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of “consumer.”

“Delivery” means the transfer of possession of tangible personal property between the seller and the buyer or the buyer’s representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer’s representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer’s own purposes. It means the buyer or the buyer’s representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer’s representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer’s representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (RCW Title 62A) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

“Director” means the finance director of the city or any officer, agent or employee of the city designated to act on the director’s behalf.

“Digital automated service,” “digital code,” and “digital goods” have the same meaning as in RCW 82.04.192.

“Digital products” means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

Eligible Gross Receipts Tax. The term “eligible gross receipts tax” means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within BIMC 5.05.050; and
2. Is measured by the gross volume of business, in terms of gross receipts, and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and
4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
5. Is a tax imposed by a local jurisdiction, whether within or without the state of Washington, and not by a country, state, province, or any other nonlocal jurisdiction above the county level.

Engaging in Business.

1. The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de ~~minimis~~ minimis business activities in the city without having to register and obtain a business license or pay city business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection 1 of this definition. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all-inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor,

broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

- a. Owning, renting, leasing, maintaining, having the right to use, or using tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.
- b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.
- c. Soliciting sales.
- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
- f. Installing, constructing, or supervising installation or construction of real or tangible personal property.
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
- h. Collecting current or delinquent accounts.
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.

l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.

n. Investigating, resolving, or otherwise assisting in resolving customer complaints.

o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

~~q. Accepting or executing a contract with the city, irrespective of whether goods or services are delivered within or without the city, or whether the person's office or place of business is within or without the city.~~

4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:

a. Meeting with suppliers of goods and services as a customer.

b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

d. Renting tangible or intangible property as a customer when the property is not used in the city.

e. Attending, but not participating in, a “trade show” or “multiple vendor events.” Persons participating at a trade show shall review the city’s trade show or multiple vendor event ordinances.

f. Conducting advertising through the mail.

g. Soliciting sales by phone from a location outside the city.

5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection 4 of this definition.

The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

“Extracting” is the activity engaged in by an extractor and is reportable under the extracting classification.

“Extractor” means every person who from the person’s own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore,

stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, or takes, cultivates, or raises shellfish, or other sea or inland water foods or products. “Extractor” does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of farmer.

“Extractor for hire” means a person who performs under contract necessary labor or mechanical services for an extractor.

“Gross income of the business” means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

“Gross proceeds of sales” means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

In This City, Within This City. “In this city” or “within this city” includes all federal areas lying within the corporate city limits of the city.

B. Definitions, J – R.

“Manufacturing” means the activity conducted by a manufacturer and is reported under the manufacturing classification.

Manufacturer, To Manufacture.

1. “Manufacturer” means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person’s own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than 20 percent of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire and not a manufacturer. A business not located in this city that is the owner of materials or ingredients processed for it in this city by a processor for hire shall be deemed to be engaged in business as a manufacturer in this city.

2. “To manufacture” means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- a. The production of special made or custom made articles;
- b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- d. The producing of articles for sale, or for commercial or industrial use, from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

“To manufacture” shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

Newspaper, Magazine, Periodical.

1. “Newspaper” means a publication offered for sale regularly at stated intervals at least once a week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind.

2. “Magazine” or “periodical” means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

“Nonprofit corporation” or “nonprofit organization” means a corporation or organization in which no part of the income can be distributed to its members, directors, or officers and that holds a current tax-exempt status as provided under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended, or is specifically exempted from the requirement to apply for its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended. Where the term “nonprofit organization” is used, it is meant to include a nonprofit corporation.

“Office” or “place of business” means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as its business mailing address; and
2. Where the place of primary use is shown on a telephone billing or a location containing a telephone line listed in a public telephone directory or other similar publication under the business name; and
3. Where the person holds itself out to the general public as conducting its regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless they are exempted by law from such requirement.

A vehicle such as a pickup, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business.

If a person has an office or place of business, the person's home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person's home or apartment within the city will be deemed the place of business.

"Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, and the United States or any instrumentality thereof.

Precious Metal Bullion or Monetized Bullion. "Precious metal bullion" means any precious metal which has been put through a process of smelting or refining, including, but not limited to, gold, silver, platinum, rhodium, and palladium, and which is in such state or condition that its value depends upon its contents and not upon its form. For purposes of this section, "monetized bullion" means coins or other forms of money manufactured from gold, silver, or other metals and heretofore, now, or hereafter used as a medium of exchange under the laws of this state, the United States, or any foreign nation, but does not include coins or money sold to be manufactured into jewelry or works of art.

"Processing for hire" means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person's own materials or ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to 20 percent or more of the total value of all materials or ingredients that become a part of the finished product, the person will be deemed to be a manufacturer and not a processor for hire.

Product, Byproduct.

1. "Product" means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort.

2. "Byproduct" means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

"Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

"Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also includes the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons;

2. Abstract, title insurance, and escrow services;

3. Credit bureau services;

4. Automobile parking and storage garage services;

5. Landscape maintenance and horticultural services but excluding (a) horticultural services provided to farmers and (b) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events;
7. The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services; and
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

“Royalties” means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, trade names, and similar items.

C. Definitions, S – V.

Sale, Casual or Isolated Sale.

1. “Sale” means any transfer of the ownership of, title to, or possession of property for a valuable consideration and includes any activity classified as a “sale at retail,” or “retail sale,” or “retail service.” It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.
2. “Casual or isolated sale” means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

Sale at Retail, Retail Sale.

1. “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

- a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
- b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
- c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
- d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or
- e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a “sale at retail” or “retail sale” even though such property is resold or utilized as provided in subsection 1.a, 1.b, 1.c, 1.d, or 1.e of this definition following such use.

f. Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection 7 of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

2. "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under BIMC 5.05.050.A.7.

3. "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the

property is then reconveyed by title, possession, or any other means to the original owner;

d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term “janitorial services” shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term “janitorial services” does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under Chapter 82.16 RCW;

f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

g. The installing, repairing, altering, or improving of digital goods for consumers;

h. The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections 3.a, 3.b, 3.c, 3.d, 3.e, 3.f, and 3.g of this definition when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even

though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection 1 of this definition and nothing contained in subsection 1 of this definition shall be construed to modify this subsection.

4. “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

5. a. “Sale at retail” or “retail sale” shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection 5.a the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

The term “sale at retail” or “retail sale” does not include the sale of or charge made for:

i. Custom software; or

ii. The customization of prewritten software.

b. i. The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

ii. (A) The service described in subsection 5.b.i of this definition includes the right to access and use prewritten software to perform data processing.

(B) For purposes of this subsection 5.b.ii “data processing” means the systematic performance of operations on data to extract the

required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

6. “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the state of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind (public road construction).

7. “Sale at retail” or “retail sale” shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, “extended warranty” means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term “extended warranty” does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

8. “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to Chapter 35.82 RCW, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

9. “Sale at retail” or “retail sale” shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States,

any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. (This should be reported under the service or other classification.)

10. "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This is reported under the service and other classification.)

11. "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

- a. Sales in which the seller has granted the purchaser the right of permanent use;
- b. Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- c. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- d. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

A retail sale of digital goods, digital codes, or digital automated services under this subsection includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

12. “Sale at retail” or “retail sale” shall also include the installing, repairing, altering, or improving of digital goods for consumers.

“Sale at wholesale” or “wholesale sale” means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in subsection 5.b.i of the definition of “sale at retail” which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

Services. No definition.

Software, Prewritten Software, Custom Software, Customization of Canned Software, Master Copies, Retained Rights.

1. “Prewritten software” or “canned software” means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such purchaser. Where a person modifies or enhances computer software of which such person is not the author or creator, the person shall be deemed to be the author or creator only of the person’s modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however, where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.

2. “Custom software” means software created for a single person.

3. “Customization of canned software” means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.

4. “Master copies” of software means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.

5. “Retained rights” means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. “Software” means any information, program, or routine, or any set of one or more programs, routines, or collections of information used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. “Software” includes the associated documentation, materials, or ingredients regardless of the media upon which that documentation is provided, that describes the code and its use, operation, and maintenance and that typically is delivered with the code to the consumer. All software is classified as either canned or custom.

“Taxpayer” means any “person,” as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

“Tuition fee” includes library, laboratory, health service and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or

faculty of such institution. "Educational institution," as used in this section, means only those institutions created or generally accredited as such by the state and includes educational programs that such educational institution cosponsors with a nonprofit organization, as defined by the Internal Revenue Code Section 501(c)(3), as hereafter amended, if such educational institution grants college credit for coursework successfully completed through the educational program, or an approved branch campus of a foreign degree-granting institution in compliance with Chapter 28B.90 RCW, and in accordance with RCW 82.04.4332 or defined as a degree-granting institution under RCW 28B.85.010(3) and accredited by an accrediting association recognized by the United States Secretary of Education, and offering to students an educational program of a general academic nature or those institutions which are not operated for profit and which are privately endowed under a deed of trust to offer instruction in trade, industry, and agriculture, but not including specialty schools, business colleges, other trade schools, or similar institutions.

"Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

Value of Products.

1. The value of products, including byproducts, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or byproducts by the seller.

2. Where such products, including byproducts, are extracted or manufactured for commercial or industrial use; and where such products, including byproducts, are shipped, transported or transferred out of the city, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other

taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The director may prescribe rules for the purpose of ascertaining such values.

3. Notwithstanding subsection 2 of this definition, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (b) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

“Wholesaling” means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

5.05.040 Agency – Sales and services by agent, consignee, bailee, factor, or auctioneer.

A. Sales in Own Name – Sales or Purchases as Agent. Every person, including agents, consignees, bailees, factors or auctioneers having either actual or constructive possession of tangible personal property or having possession of the documents of title thereto, with power to sell such tangible personal property in the person’s own name and actually so selling shall be deemed the seller of such tangible personal property within the meaning of this chapter.

The burden shall be upon the taxpayer in every case to establish the fact that such taxpayer is not engaged in the business of selling tangible personal property but is acting merely as broker or agent in promoting sales or making purchases for a principal. Such claim will be recognized only when the contract or agreement between such persons clearly establishes the relationship of principal and agent and when the following conditions are complied with:

1. The books and records of the broker or agent show the transactions were made in the name and for the account of the principal, and show the name of the actual

owner of the property for whom the sale was made, or the actual buyer for whom the purchase was made.

2. The books and records show the amount of the principal's gross sales, the amount of commissions and any other incidental income derived by the broker or agent from such sales. The principal's gross sales must not be reflected as the agent's income on any of the agent's books and records. Commissions must be computed according to a set percentage or amount, which is agreed upon in the agency agreement.

3. No ownership rights may be conferred to the agent unless the principal refuses to pay, or refuses to abide by the agency agreement. Sales or purchases of any goods by a person who has any ownership rights in such goods shall be taxed as retail or wholesale sales.

4. Bulk goods sold or purchased on behalf of a principal must not be commingled with goods belonging to another principal or lose their identity as belonging to the particular principal. Sales or purchases of any goods which have been commingled or lost their identity as belonging to the principal shall be taxed as retail or wholesale sales.

B. If the above requirements are not met the consignor, bailor, principal or other shall be deemed a seller of such property to the agent, consignee, bailee, factor or auctioneer.

C. Services in Own Name – Procuring Services as Agent. For purposes of this subsection, an agent is a person who acts under the direction and control of the principal in procuring services on behalf of the principal that the person could not itself render or supply.

Amounts received by an agent for the account of its principal as advances or reimbursements are exempted from the measure of the tax only when the agent is not primarily or secondarily liable to pay for the services procured.

Any person who claims to be acting merely as agent in obtaining services for a principal will have such claim recognized only when the contract or agreement between such persons clearly establishes the relationship of principal and agent and when the following conditions are complied with:

1. The books and records of the agent show that the services were obtained in the name and for the account of the principal, and show the actual principal for whom the purchase was made.

2. The books and records show the amount of the service that was obtained for the principal, the amount of commissions and any other income derived by the agent for acting as such. Amounts received from the principal as advances and reimbursements must not be reflected as the agent's income on any of the agent's books and records. Commissions must be computed according to a set percentage or amount, which is agreed upon in the agency agreement.

5.05.050 Imposition of the tax – Tax or fee levied.

A. Except as provided in subsection A.2 of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including byproducts, as the case may be, as follows:

1. Upon every person engaging within the city in business as an extractor, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including byproducts, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of one-tenth of one percent. The measure of the tax is the value of the products, including byproducts, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

2. Upon every person engaging within the city in business as a manufacturer, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including byproducts, manufactured within the city, multiplied by the rate of one-tenth of one percent. The measure of the tax is the value of the products, including byproducts, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

3. Upon every person engaging within the city in the business of making sales at wholesale, except persons taxable under subsection A.2 of this section, as to such

persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-tenth of one percent.

4. Upon every person engaging within the city in the business of making sales at retail, as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-tenth of one percent.

5. Upon every person engaging within the city in the business of (a) printing, (b) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (c) publishing newspapers, magazines and periodicals, (d) extracting for hire, and (e) processing for hire, as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of one-tenth of one percent.

6. Upon every person engaging within the city in the business of making sales of retail services, as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of one-tenth of one percent.

7. Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections, as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of one-tenth of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

B. The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including byproducts, as the case may be, from all activities conducted within the city during any calendar year is equal to or less than \$150,000 per year, and where gross receipts do equal or exceed \$150,000 per year, the tax shall only apply to the amount of gross income exceeding \$150,000 per year.

5.05.070 Multiple activities credit when activities take place in one or more cities with eligible gross receipt taxes.

A. Persons who engage in business activities that are within the purview of two or more subsections of BIMC 5.05.050 shall be taxable under each applicable subsection.

B. Notwithstanding anything to the contrary herein, if imposition of the city's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the city's tax, and still apply the city tax to as much of the taxpayer's activities as may be subject to the city's taxing authority.

C. To take the credit authorized by this section, a taxpayer must be able to document that the amount of tax sought to be credited was paid upon the same gross receipts used in computing the tax against which the credit is applied and that the taxpayer paid the amount of tax sought to be credited.

D. Credit for Persons That Sell in the City Products That They Extract or Manufacture. Persons taxable under the retailing or wholesaling classification with respect to selling products in this city shall be allowed a credit against those taxes for any eligible gross receipts taxes paid (1) with respect to the manufacturing of the products sold in the city, and (2) with respect to the extracting of the products, or the ingredients used in the products, sold in the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products.

E. Credit for Persons That Manufacture Products in the City Using Ingredients They Extract. Persons taxable under the manufacturing classification with respect to manufacturing products in this city shall be allowed a credit against those taxes for any eligible gross receipts tax paid with respect to extracting the ingredients of the products

manufactured in the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the manufacturing of those products.

F. Credit for Persons That Sell within the City Products That They Print, or Publish and Print. Persons taxable under the retailing or wholesaling classification with respect to selling products in this city shall be allowed a credit against those taxes for any eligible gross receipts taxes paid with respect to the printing, or the printing and publishing, of the products sold within the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products.

5.05.075 Deductions to prevent multiple taxation of manufacturing activities and, prior to January 1, 2008, transactions involving more than one city with an eligible gross receipts tax.

A. Amounts Subject to an Eligible Gross Receipts Tax in Another City That Also Maintains Nexus over the Same Activity. For taxes due prior to January 1, 2008, a taxpayer that is subject to an eligible gross receipts tax on the same activity in more than one jurisdiction may be entitled to a deduction as follows:

1. A taxpayer that has paid an eligible gross receipts tax, with respect to a sale of goods or services, to a jurisdiction in which the goods are delivered or the services are provided may deduct an amount equal to the gross receipts used to measure that tax from the measure of the tax owed to the city.
2. Notwithstanding the above, a person that is subject to an eligible gross receipts tax in more than one jurisdiction on the gross income derived from intangibles such as royalties, trademarks, patents, or goodwill shall assign those gross receipts to the jurisdiction where the person is domiciled (its headquarters is located).
3. A taxpayer that has paid an eligible gross receipts tax on the privilege of accepting or executing a contract with another city may deduct an amount equal to the contract price used to measure the tax due to the other city from the measure of the tax owed to the city.

B. Person Manufacturing Products within and Without. A person manufacturing products within the city using products manufactured by the same person outside the city may deduct from the measure of the manufacturing tax the value of products manufactured

outside the city and included in the measure of an eligible gross receipts tax paid to the other jurisdiction with respect to manufacturing such products.

5.05.076 Assignment of gross income derived from intangibles.

Gross income derived from the sale of intangibles such as royalties, trademarks, patents, or goodwill shall be assigned to the jurisdiction where the person is domiciled (its headquarters is located).

5.05.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.

Effective January 1, 2008, gross income, other than persons subject to the provisions of Chapter 82.14A RCW, shall be allocated and apportioned as follows:

A. Gross income derived from all activities other than those taxed as service or royalties under BIMC 5.05.050.A.7 shall be allocated to the location where the activity takes place.

B. In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

C. In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

1. The seller's place of business if the purchaser receives the digital product at the seller's place of business;
2. If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;
3. If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;

4. If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and

5. If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW 82.04.050(2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

D. If none of the methods in subsection C of this section for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections C.1 through C.5 of this section, then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection D. The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections C.1 through C.5 of this section are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.

E. For purposes of subsections C.1 through C.5 of this section, ~~“receive has the same meaning as in RCW 82.32.730.”~~ the following definitions apply:

1. “Digital automated services,” “digital codes,” and “digital goods” have the same meaning as in RCW 82.04.192;

2. “Digital products” means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050 (2)(g) and (6)(c); and

3. “Receive” has the same meaning as in RCW 82.32.730.

F. Gross income derived from activities taxed as services and other activities taxed under BIMC 5.05.050.A.7 shall be apportioned to the city by multiplying apportionable income

by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

1. The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:

- a. The individual is primarily assigned within the city;
- b. The individual is not primarily assigned to any place of business for the tax period and the employee performs 50 percent or more of his or her service for the tax period in the city; or
- c. The individual is not primarily assigned to any place of business for the tax period, the individual does not perform 50 percent or more of his or her service in any city and the employee resides in the city.

2. The service income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if: the customer location is in the city.

- ~~a. The customer location is in the city; or~~
- ~~b. The income producing activity is performed in more than one location and a greater proportion of the service income producing activity is performed in the city than in any other location, based on costs of performance, and the taxpayer is not taxable at the customer location; or~~
- ~~c. The service income producing activity is performed within the city, and the taxpayer is not taxable in the customer location.~~

3. Gross income of the business from engaging in an apportionable activity must be excluded from the denominator of the service income factor if, in respect to such activity, at least some of the activity is performed in the city, and the gross income

is attributable under subsection 2 of this subsection F to a city or unincorporated area of a county within the United States or to a foreign country in which the taxpayer is not taxable. For purposes of this subsection F.3, “not taxable” means that the taxpayer is not subject to a business activities tax by that city or county within the United States or by that foreign country, except that a taxpayer is taxable in a city or county within the United States or in a foreign country in which it would be deemed to have a substantial nexus with the city or county within the United States or with the foreign country under the standards in RCW 35.102.050 regardless of whether that city or county within the United States or that foreign country imposes such a tax.

~~34. If the allocation and apportionment provisions of this subsection do not fairly represent the extent of the taxpayer’s business activity in the city or cities in which the taxpayer does business, the taxpayer may petition for or the tax administrators may jointly require, in respect to all or any part of the taxpayer’s business activity, that one of the following methods be used jointly by the cities to allocate or apportion gross income, if reasonable:~~

- a. Separate accounting;
- b. ~~The use of a single factor~~The exclusion of any one or more of the factors;
- c. The inclusion of one or more additional factors that will fairly represent the taxpayer’s business activity in the city; or
- d. The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer’s income.

5. The party petitioning for, or the tax administrator requiring, the use of any method to effectuate an equitable allocation and apportionment of the taxpayer’s income pursuant to subsection 4 of this subsection F must prove by a preponderance of the evidence:

- a. That the allocation and apportionment provisions of this subsection F do not fairly represent the extent of the taxpayer’s business activity in the city; and

b. That the alternative to such provisions is reasonable. The same burden of proof shall apply whether the taxpayer is petitioning for, or the tax administrator is requiring, the use of an alternative, reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income.

6. If the tax administrator requires any method to effectuate an equitable allocation and apportionment of the taxpayer's income, the tax administrator cannot impose any civil or criminal penalty with reference to the tax due that is attributable to the taxpayer's reasonable reliance solely on the allocation and apportionment provisions of this subsection F.

7. A taxpayer that has received written permission from the tax administrator to use a reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income shall not have that permission revoked with respect to transactions and activities that have already occurred unless there has been a material change in, or a material misrepresentation of, the facts provided by the taxpayer upon which the tax administrator reasonably relied in approving a reasonable alternative method.

G. The definitions in this subsection apply throughout this section.

1. "Apportionable income" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

2. "Business activities tax" means a tax measured by the amount of, or economic results of, business activity conducted in a city or county within the United States or within a foreign country. The term includes taxes measured in whole or in part on net income or gross income or receipts. "Business activities tax" does not include a sales tax, use tax, or a similar transaction tax, imposed on the sale or acquisition of goods or services, whether or not denominated a gross receipts tax or a tax imposed on the privilege of doing business.

23. “Compensation” means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual’s gross income under the federal Internal Revenue Code.

4. “Customer” means a person or entity to whom the taxpayer makes a sale or renders services or from whom the taxpayer otherwise receives gross income of the business.

5. “Customer location” means the following:

(a) For a customer not engaged in business, if the service requires the customer to be physically present, where the service is performed.

(b) For a customer not engaged in business, if the service does not require the customer to be physically present:

(A) The customer’s residence; or

(B) If the customer’s residence is not known, the customer’s billing/ mailing address.

(c) For a customer engaged in business:

(A) Where the services are ordered from;

(B) At the customer’s billing/ mailing address if the location from which the services are ordered is not known; or

(C) At the customer’s commercial domicile if none of the above are known.

36. “Individual” means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

~~4. “Customer location” means the city or unincorporated area of a county where the majority of the contacts between the taxpayer and the customer take place.~~

~~57. “Primarily assigned” means the business location of the taxpayer where the individual performs his or her duties.~~

~~68. “Service-taxable income” or “service income” means gross income of the business subject to tax under either the service or royalty classification.~~

~~79. “Tax period” means the calendar year during which tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once per year, taxpayers shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.~~

~~8. “Taxable in the customer location” means either that a taxpayer is subject to a gross receipts tax in the customer location for the privilege of doing business, or that the government where the customer is located has the authority to subject the taxpayer to gross receipts tax regardless of whether, in fact, the government does so.~~

H. Assignment or apportionment of revenue under this section shall be made in accordance with and in full compliance with the provisions of the interstate commerce clause of the United States Constitution where applicable.

5.05.078 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer’s business is directed or managed. As used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue.

5.05.090 Exemptions.

The provisions of this chapter shall not apply to the following:

A. Nonprofit Corporations or Nonprofit Organizations. This chapter shall not apply to nonprofit organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended, except with respect to retail sales of such persons.

B. Health Maintenance Organization, Health Care Service Contractor, Certified Health Plan. This chapter does not apply to any health maintenance organization, health care service contractor, or certified health plan in respect to premiums or prepayments that are taxable under RCW 48.14.0201.

C. Public Utilities. This chapter shall not apply to any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of Chapter 3.88, 5.08 or 5.10 BIMC.

D. Investments – Dividends from Subsidiary Corporations. This chapter shall not apply to amounts derived by persons, other than those engaging in banking, loan, security, or other financial businesses, from investments or the use of money as such, and also amounts derived as dividends by a parent from its subsidiary corporations.

E. International Banking Facilities. This chapter shall not apply to the gross receipts of an international banking facility. As used in this subsection, an “international banking facility” means a facility represented by a set of asset and liability accounts segregated on the books and records of a commercial bank, the principal office of which is located in this state, and which is incorporated and doing business under the laws of the United States or of this state, a United States branch or agency of a foreign bank, an Edge corporation organized under Section 25(a) of the Federal Reserve Act, 12 USC 611 through 631, or an Agreement corporation having an agreement or undertaking with the Board of Governors of the Federal Reserve System under Section 25 of the Federal Reserve Act, 12 USC 601 through 604(a), that includes only international banking facility time deposits (as defined in Section 204.8(a)(2) of Regulation D (12 CFR Part 204), as promulgated by the Board of Governors of the Federal Reserve System),

and international banking facility extensions of credit (as defined in Section 204.8(a)(3) of Regulation D).

F. Insurance Business. This chapter shall not apply to amounts received by any person who is an insurer or their appointed insurance producer upon which a tax based on gross premiums is paid to the state pursuant to RCW 48.14.020, and provided, further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to gross income derived from the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

G. Farmers – Agriculture. This chapter shall not apply to any farmer in respect to amounts received from selling fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats or any other agricultural product that is raised, caught, produced, or manufactured by such persons.

H. Athletic Exhibitions. This chapter shall not apply to any person in respect to the business of conducting boxing contests and sparring or wrestling matches and exhibitions for the conduct of which a license must be secured from the State Boxing Commission.

I. Racing. This chapter shall not apply to any person in respect to the business of conducting race meets for the conduct of which a license must be secured from the Washington State Horse Racing Commission.

J. Ride Sharing. This chapter does not apply to any funds received in the course of commuter ride sharing or ride sharing for persons with special transportation needs in accordance with RCW 46.74.010.

K. Employees.

1. This chapter shall not apply to any person in respect to the person's employment in the capacity as an employee or servant as distinguished from that of an independent contractor. For the purposes of this subsection, the definition of "employee" shall include those persons that are defined in the Internal Revenue Code, as hereafter amended.

2. A booth renter, as defined by RCW 18.16.020, is an independent contractor for purposes of this chapter.

L. Amounts Derived from Sale of Real Estate. This chapter shall not apply to gross proceeds derived from the sale of real estate. This, however, shall not be construed to allow an exemption of amounts received as commissions from the sale of real estate, nor as fees, handling charges, discounts, interest or similar financial charges resulting from, or relating to, real estate transactions. This chapter shall also not apply to amounts received for the rental of real estate if the rental income is derived from a contract to rent for a continuous period of 30 days or longer.

M. Mortgage Brokers' Third-Party Provider Services Trust Accounts. This chapter shall not apply to amounts received from trust accounts to mortgage brokers for the payment of third-party costs if the accounts are operated in a manner consistent with RCW 19.146.050 and any rules adopted by the director of financial institutions.

N. Amounts Derived from Manufacturing, Selling or Distributing Motor Vehicle Fuel. This chapter shall not apply to the manufacturing, selling, or distributing of motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW ~~82.36.010~~82.38.020 and exempt under RCW ~~82.36.440~~82.38.280; provided, that any fuel not subjected to the state fuel excise tax, or any other applicable deduction or exemption, will be taxable under this chapter.

O. Amounts Derived from Liquor, and the Sale or Distribution of Liquor. This chapter shall not apply to liquor as defined in RCW 66.04.010 and exempt in RCW 66.08.120.

P. Casual and Isolated Sales. This chapter shall not apply to the gross proceeds derived from casual or isolated sales.

Q. Accommodation Sales. This chapter shall not apply to sales for resale by persons regularly engaged in the business of making retail sales of the type of property so sold to other persons similarly engaged in the business of selling such property where (1) the amount paid by the buyer does not exceed the amount paid by the seller to the vendor in the acquisition of the article and (2) the sale is made as an accommodation to the buyer to enable the buyer to fill a bona fide existing order of a customer or is made within 14 days to reimburse in kind a previous accommodation sale by the buyer to the seller.

R. Taxes Collected as Trust Funds. This chapter shall not apply to amounts collected by the taxpayer from third parties to satisfy third party obligations to pay taxes such as the retail sales tax, use tax, and admission tax.

5.05.100 Deductions.

In computing the license fee or tax, there may be deducted from the measure of tax the following items:

A. Compensation from Public Entities for Health or Social Welfare Services – Exception. In computing tax, there may be deducted from the measure of tax amounts received from the United States or any instrumentality thereof or from the state of Washington or any municipal corporation or political subdivision thereof as compensation for, or to support, health or social welfare services rendered by a health or social welfare organization (as defined in RCW 82.04.431) or by a municipal corporation or political subdivision, except deductions are not allowed under this subsection for amounts that are received under an employee benefit plan. For purposes of this subsection, “employee benefit plan” includes the military benefits program authorized in 10 USC 1071 et seq., as amended, or amounts payable pursuant thereto.

B. Interest on Investments or Loans Secured by Mortgages or Deeds of Trust. In computing tax, to the extent permitted by Chapter 82.14A RCW, there may be deducted from the measure of tax by those engaged in banking, loan, security or other financial businesses, amounts derived from interest received on investments or loans primarily secured by first mortgages or trust deeds on nontransient residential properties.

C. Interest on Obligations of the State, Its Political Subdivisions, and Municipal Corporations. In computing tax, there may be deducted from the measure of tax by those engaged in banking, loan, security or other financial businesses, amounts derived from interest paid on all obligations of the state of Washington, its political subdivisions, and municipal corporations organized pursuant to the laws thereof.

D. Interest on Loans to Farmers and Ranchers, Producers or Harvesters of Aquatic Products, or Their Cooperatives. In computing tax, there may be deducted from the measure of tax amounts derived as interest on loans to bona fide farmers and ranchers, producers or harvesters of aquatic products, or their cooperatives by a lending institution

which is owned exclusively by its borrowers or members and which is engaged solely in the business of making loans and providing finance-related services to bona fide farmers and ranchers, producers or harvesters of aquatic products, their cooperatives, rural residents for housing, or persons engaged in furnishing farm-related or aquatic-related services to these individuals or entities.

E. Receipts from Tangible Personal Property Delivered outside the State. In computing tax, there may be deducted from the measure of tax under retailing or wholesaling amounts derived from the sale of tangible personal property that is delivered by the seller to the buyer or the buyer's representative at a location outside the state of Washington.

F. Cash Discount Taken by Purchaser. In computing tax, there may be deducted from the measure of tax the cash discount amounts actually taken by the purchaser. This deduction is not allowed in arriving at the taxable amount under the extracting or manufacturing classifications with respect to articles produced or manufactured, the reported values of which, for the purposes of this tax, have been computed according to the "value of product" provisions.

G. Credit Losses of Accrual Basis Taxpayers. In computing tax, there may be deducted from the measure of tax the amount of credit losses actually sustained by taxpayers whose regular books of account are kept upon an accrual basis.

H. Repair, Maintenance, Replacement, etc., of Residential Structures and Commonly Held Property – Eligible Organizations.

1. In computing tax, there may be deducted from the measure of tax amounts used solely for repair, maintenance, replacement, management, or improvement of the residential structures and commonly held property, but excluding property where fees or charges are made for use by the public who are not guests accompanied by a member, which are derived by:

a. A cooperative housing association, corporation, or partnership from a person who resides in a structure owned by the cooperative housing association, corporation, or partnership;

b. An association of owners of property as defined in RCW 64.32.010, as now or hereafter amended, from a person who is an apartment owner as defined in RCW 64.32.010; or

c. An association of owners of residential property from a person who is a member of the association. "Association of owners of residential property" means any organization of all the owners of residential property in a defined area who all hold the same property in common within the area.

2. For the purposes of this subsection "commonly held property" includes areas required for common access such as reception areas, halls, stairways, parking, etc., and may include recreation rooms, swimming pools and small parks or recreation areas; but is not intended to include more grounds than are normally required in a residential area, or to include such extensive areas as required for golf courses, campgrounds, hiking and riding areas, boating areas, etc.

3. To qualify for the deductions under this subsection:

a. The salary or compensation paid to officers, managers, or employees must be only for actual services rendered and at levels comparable to the salary or compensation of like positions within the county wherein the property is located;

b. Dues, fees, or assessments in excess of amounts needed for the purposes for which the deduction is allowed must be rebated to the members of the association;

c. Assets of the association or organization must be distributable to all members and must not inure to the benefit of any single member or group of members.

I. Sales at Wholesale or Retail of Precious Metal Bullion and Monetized Bullion. In computing tax, there may be deducted from the measure of the tax amounts derived from the sale at wholesale or retail of precious metal bullion and monetized bullion. However, no deduction is allowed on amounts received as commissions upon transactions for the accounts of customers over and above the amount paid to other dealers associated in such

transactions, and no deduction or offset is allowed against such commissions on account of salaries or commissions paid to salesmen or other employees.

J. Amounts Representing Rental of Real Estate for Boarding Homes. In computing tax, there may be deducted from the measure of tax amounts representing the value of the rental of real estate for “boarding homes.” To qualify for the deduction, the boarding home must meet the definition of “boarding home,” and be licensed by the state of Washington under Chapter 18.20 RCW. The deduction shall be in the amount of 25 percent of the gross monthly billing when the boarder has resided within the boarding home for longer than 30 days.

K. Radio and Television Broadcasting – Advertising Agency Fees – National, Regional, and Network Advertising – Interstate Allocations. In computing tax, there may be deducted from the measure of tax by radio and television broadcasters amounts representing the following:

1. Advertising agencies’ fees when such fees or allowances are shown as a discount or price reduction in the billing or that the billing is on a net basis, i.e., less the discount;
2. Actual gross receipts from national network, and regional advertising or a “standard deduction” as provided by RCW 82.04.280; and
3. Local advertising revenue that represents advertising which is intended to reach potential customers of the advertiser who are located outside the state of Washington. The director may issue a rule that provides detailed guidance as to how these deductions are to be calculated.

L. Constitutional Prohibitions. In computing tax, there may be deducted from the measure of the tax amounts derived from business which the city is prohibited from taxing under the Constitution of the state of Washington or the Constitution of the United States.

M. Receipts from the Sale of Tangible Personal Property and Retail Services Delivered outside the City but within Washington. Effective January 1, 2008, amounts included in the gross receipts reported on the tax return derived from the sale of tangible personal

property delivered to the buyer or the buyer's representative outside the city but within the state of Washington may be deducted from the measure of tax under the retailing, retail services, or wholesaling classification.

N. Professional Employer Services. In computing the tax, a professional employer organization may deduct from the calculation of gross income the gross income of the business derived from performing professional employer services that is equal to the portion of the fee charged to a client that represents the actual cost of wages and salaries, benefits, workers' compensation, payroll taxes, withholding, or other assessments paid to or on behalf of a covered employee by the professional employer organization under a professional employer agreement.

5.05.120 Tax part of overhead.

It is not the intention of this chapter that the taxes or fees herein levied upon persons engaging in business be construed as taxes or fees upon the purchasers or customer, but that such taxes or fees shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the cost of doing business of such persons.

5.05.130 Severability clause.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected.

2019 changes to Model Ordinance & Administrative Provisions

A city workgroup met over the summer to review changes needed to the B&O model ordinance. Workgroup members included: Bellevue, Burien, Kent, Seattle, Shoreline, Snoqualmie, and Tacoma.

In the 2019 session, two bills passed that impact city B&O tax administration: **HB 1403** related to service income apportionment and **HB 1059** related to annual tax filing deadlines. The last major revisions to the B&O tax model ordinance took effect January 1, 2013.

The workgroup revised the model ordinance to include changes to RCW 35.102 and to reflect other changes made to state law since 2013. Cities must adopt mandatory changes to model ordinance with same effective date: January 1, 2020.

The model ordinance changes are as follows:

- **Service apportionment definition of customer location hierarchy**

Core model ordinance .077 (5) to (7): adopts changes to service apportionment tests, definition of business activity tax, customer, and customer location, and alternative apportionment process effective January 1, 2020, as provided in **HB 1403**. The former language is moved to the legislative intent section to provide a reference.

The previous version defined “customer location” as where the majority of the “contacts” occurred between the business and the customer. The new definition establishes a hierarchy of factors, depending on whether the customer is residential or business:

For a customer not engaged in business and if the service requires the customer:

- a. to be physically present, where the service is performed;
- b. not to be physically present:
 - i. the customer's residence; or
 - ii. if the customer's residence is not known, the customer's billing/mailing address.

For a customer engaged in business:

- a. where the services are ordered from;
- b. if the location from which the services are ordered is not known, the customer's billing/mailing address; or
- c. at the customer's commercial domicile if none of the above is known.

- **Annual tax filing deadline**

Administrative provisions .040: Includes language linking the change to April 15 for annual tax return filing by referencing RCW 82.32.045 effective January 1, 2021, as provided in **HB 1059**.

- **Definition of engaging in business**

Core model ordinance .030: Definition of “engaging in business” removes the section for contracting with the city to align with the model business license definition adopted by cities last year.

- **Technical changes**

- Core model ordinance .060: Removes a reference to language repealed in 2008.
- Core model ordinance .090(7): makes technical changes to update the RCW reference to the tax exemption for motor vehicle fuel.
- Core model ordinance .030: Makes technical corrections to titles and individual words.

In addition, as part of the implementation of the change, a work group of city tax managers has drafted a proposed city B&O apportionment model rule to assist in uniformity of implementation.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (8:55 PM) Set Public Hearing on Ordinance No. 2019-39 Extending the Landmark Tree Ordinance, Ordinance No. 2019-17 - Planning,

SUMMARY: Without an extension, the interim official control regulations that are in place currently related to the preservation of landmark trees will expire on December 26, 2019. Staff is proposing to extend the interim official control to allow staff time to draft additional regulations for the City Council's consideration regarding the preservation of trees.

AGENDA CATEGORY: Ordinance

PROPOSED BY: Planning & Community Development

RECOMMENDED MOTION: I move to set the Public Hearing on Ordinance No. 2019-39 to occur on November 26, 2019 related to extension of the duration of the interim official control related to the preservation of landmark trees.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and is proposed to be extended until June 26, 2020, via the adoption of this current ordinance, Ordinance No. 2019-39, unless terminated earlier or extended by the Council.

Since being initially adopted, the Council has amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), on October 9, 2018 (via Ordinance No. 2018-42), on December 11, 2018 (via Ordinance 2018-45), and on June 25, 2019 (via Ordinance No. 2019-17).

ATTACHMENTS:

[Ordinance No. 2019-39](#)

[Exhibit A \(Work Plan\) to Ordinance No. 2019-39](#)

[Ordinance No. 2019-39 Exhibit B](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2019-39

AN ORDINANCE of the City of Bainbridge Island, Washington, adopted pursuant to RCW 36.70A.390; amending the interim official control, codified as Chapter 16.32 of the Bainbridge Island Municipal Code; leaving the effective date of the interim official control unchanged; updating the work plan; and extending the duration of the interim official control until June 26, 2020.

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

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

WHEREAS, the City Council has 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, has been discussing how to best accommodate growth and development in both general and specific ways, and finds that there are likely to be adverse impacts on the City and its citizens unless the City acts immediately to preserve the status quo; and

WHEREAS, land clearing and development activities have resulted in the removal and loss of Landmark Trees on Bainbridge Island and the City has received numerous public comments expressing concern regarding the loss of Landmark Trees on Bainbridge Island; and

WHEREAS, Landmark Trees, because of their age, size, and condition, are recognized as having exceptional value in contributing to the character of the community; and

WHEREAS, the Planning Commission, Design Review Board, and the Ad Hoc Tree/LID Committee have expressed concern regarding the loss of trees on Bainbridge Island and the preservation of trees is a community value supported by the policies and goals of the City’s Comprehensive Plan; and

WHEREAS, on June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control in the form of Chapter 16.32 BIMC, *Preservation of Landmark Trees*, which designates Landmark Trees based on size and species, requires a permit to remove any Landmark Tree, and imposes fines if a Landmark Tree is removed without a permit; and

WHEREAS, on August 14, 2018, the City Council held a public hearing on Ordinance No. 2018-25; and

WHEREAS, the City Council has previously amended the interim official control adopted by Ordinance No. 2018-25, including on August 21, 2018 (via Ordinance No. 2018-32), October 9, 2018 (via Ordinance 2018-42), and on December 11, 2018 (via Ordinance 2018-45); and

WHEREAS, on October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC; and

WHEREAS, on November 27, 2018, the City Council first discussed Ordinance No. 2018-45; and

WHEREAS, in response to comments and input that City staff and the City Council received regarding implementation and application of the Landmark Tree regulations, including comments from many property owners and Puget Sound Energy about difficulty in meeting the requirements of the regulations, City staff proposed amendments to the regulations to add exceptions for the type of Landmark Tree removal that would be approved through permit review; and

WHEREAS, in response to that input, on December 11, 2018, the City Council held a public hearing on Ordinance No. 2018-45, and considered and adopted Ordinance No. 2018-45 and the work plan that was adopted as Exhibit A to that ordinance; and

WHEREAS, the above described team of arborists provided their report and recommendations to City staff, and the City Council discussed that report and those recommendations at a Council study session on May 7, 2019; and

WHEREAS, additional time is needed for the City Council to review the recommendations and consider the potential adoption of such recommendations that are consistent with the vision and goals of the City's Comprehensive Plan; and

WHEREAS, prior to the expiration date of Ordinance No. 2018-45, the City Council discussed Ordinance No. 2019-17 on May 28, 2019, held a public hearing on June 11, 2019, and adopted Ordinance No. 2019-17 on June 25, 2019 and the work plan that was adopted as Exhibit A to that ordinance, and that ordinance extended the duration of the interim official control and narrowed Chapter 16.32 BIMC, *Preservation of Landmark Trees*, to apply only to those properties located within the Winslow Master Plan Study Area as shown in Figure 2.3 of the Winslow Master Plan (updated November 8, 2006), and as depicted in Exhibit B to that ordinance and this ordinance; and

WHEREAS, on November 26, 2019, the City Council held a public hearing on this ordinance, Ordinance No. 2019-39 and forwarded it to approval on December 10, 2019; and

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 2019-39 and the updated work plan that is provided 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 that declaration of emergency nor the effective date of the interim official control, which is June 26, 2018.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2018-25 and as subsequently amended by Ordinance Nos. 2018-32, 2018-42, 2018-45, and 2019-17.

Section 2. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on this extension to the interim official control at its meeting on November 26, 2019, and took public testimony and considered further findings of fact.

Section 3. Interim Official Control Amended. This interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control in its current form (i.e., as narrowed by Ordinance No. 2019-17) until June 26, 2020, six months beyond the current expiration date which, without this amendment, would be December 26, 2019.

Section 4. Interim Official Control Work Plan. 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, and the City is hereby extending the interim official control as described herein based on the updated work plan that has been developed and the findings of fact that have been made in this ordinance and the previous ordinances related to this interim official control, and the City is hereby extending the interim official control by six months based on an updated work plan (see attached Exhibit A), and after conducting another public hearing and adopting additional findings of fact as stated in this ordinance.

Section 5. No Change to Basis for Declaration of Emergency or Effective Date. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the initial emergency declarations stated in the related interim official control ordinances that preceded this ordinance, Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, except as described in the "Whereas" clauses of this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support the emergency declarations adopted as part of the enactment of this interim official control were included in the "Whereas" clauses of Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, as well as in this ordinance, and those "Whereas" clauses are adopted as findings of fact.

Section 6. Extension of Duration of Interim Official Control. This ordinance amending the interim official control shall extend the duration of the interim official control for an additional six-month period beyond the current expiration date, until June 26, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is June 26, 2018. 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.

Section 7. Interpretive Authority. The City of Bainbridge Island Director of Planning and Community Development, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 8. 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.

PASSED BY THE CITY COUNCIL this 10th day of December 2019.

APPROVED BY THE MAYOR this 10th day of December 2019.

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	November 8, 2019
PASSED BY THE CITY COUNCIL:	December 10, 2019
PUBLISHED:	November 29, 2019
EFFECTIVE DATE:	December 17, 2019
ORDINANCE NUMBER:	2019-39
ATTACHED:	Exhibit A, Exhibit B

EXHIBIT A



PROTECTION OF LANDMARK TREES

UPDATED WORK PROGRAM FOR INTERIM REGULATIONS (November 12, 2019)

INTERIM OFFICIAL CONTROL REGULATIONS – PROTECTION OF LANDMARK TREES:

On June 26, 2018, the City Council adopted Ordinance No. 2018-25, which imposed an interim official control governing the preservation, protection, and retention of Landmark Trees located on Bainbridge Island. The interim official control created a new chapter of the municipal code: Chapter 16.32 BIMC, Protection of Landmark Trees. The interim official control took effect immediately and has been extended until June 26, 2020, via the adoption of this current ordinance, Ordinance No. 2019-39, unless terminated earlier or extended by the City Council.

Since being adopted, the City Council has amended the interim official control adopted by Ordinance No. 2018-25 on August 21, 2018 (via Ordinance No. 2018-32), on October 9, 2018 (via Ordinance 2018-42), on December 11, 2018 (via Ordinance 2018-45), and on June 25, 2019 (via Ordinance 2019-17).

The City has developed and is proceeding based on the Updated Work Program described below to address the issues related to preservation of larger trees raised by the adoption of the interim regulations set forth in Ordinance Nos. 2018-25, 2018-32, 2018-42, 2018-45, and 2019-17, as well as this current ordinance, Ordinance No. 2019-39.

Fall 2018

On October 16, 2018, the City Council authorized the City Manager to contract with a team of arborists led by Katy Bigelow and John Bornsworth to review and make recommendations on City regulations governing tree and vegetation removal, including Chapter 16.32 BIMC. The City Manager negotiated and executed a contract with the team of arborists, and the team's recommendations were received in December 2018.

October 2019

The City hired a full-time Arborist to perform a variety of work including reviewing various tree permits (4 total, including the Landmark Tree permit), to educate the public about best tree practices, and to participate in any tree preservation, protection, and retention ordinance regulations for the Department of Planning and Community Development.

February 2020

It is expected that the City Council will revisit the final report and recommendations from the consultant arborists, and that the Council, with the assistance of the City Arborist, will consider and provide policy direction to staff about which recommendations to pursue. A possible result of that Council consideration could be proposed code changes, first reviewed by the Planning Commission, and/or recommendations not related to the code such as improved outreach and education materials.

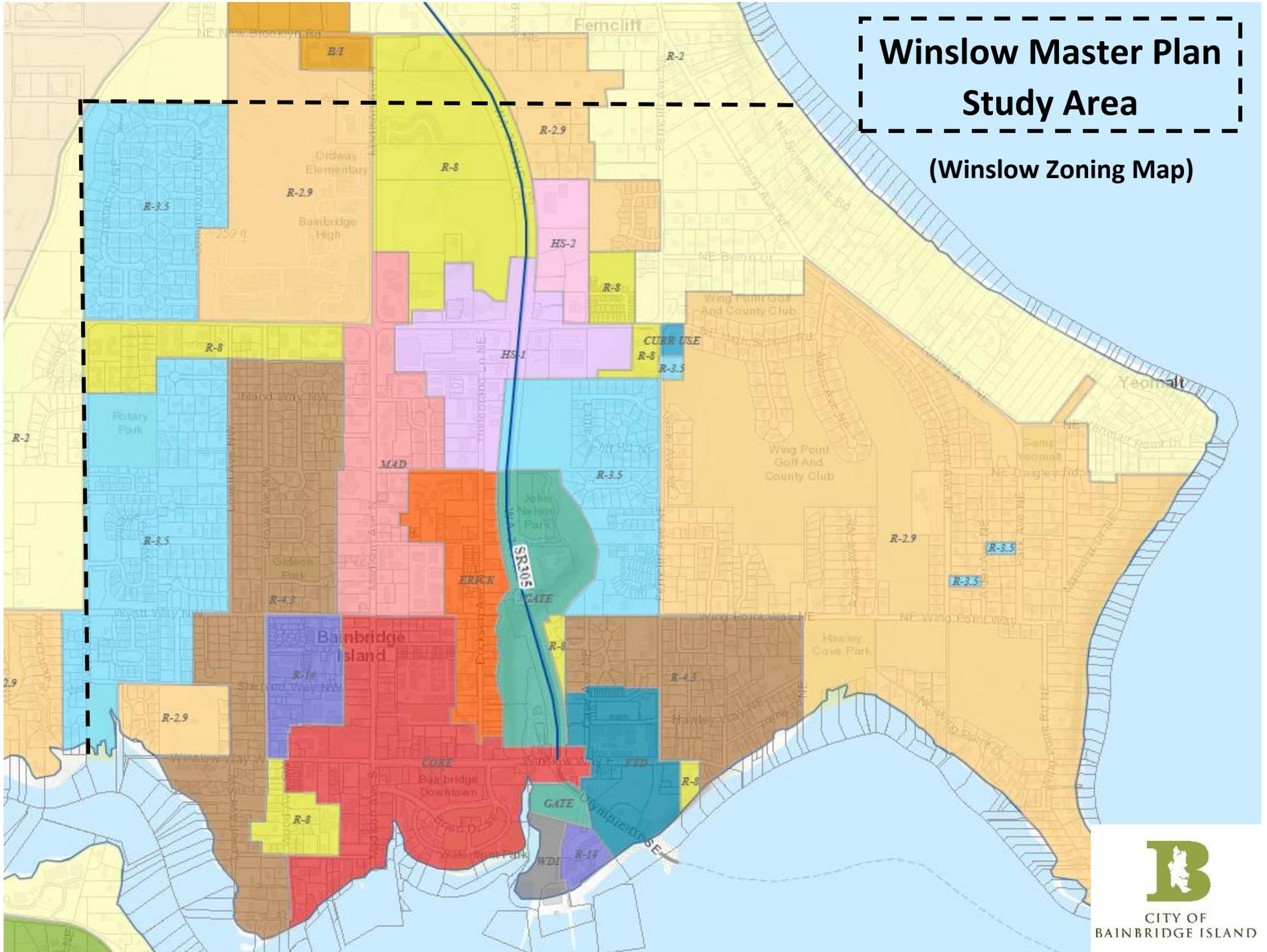
March – April 20

After the City Council provides policy direction to City staff, the Planning Commission would review any drafted code changes (via a draft ordinance). After holding a public hearing, the Planning Commission would make recommendations to the Council on a tree preservation, protection, and retention ordinance.

May – June 2020

The City Council would then review and take action on the proposed ordinance.

EXHIBIT B



**Winslow Master Plan
Study Area**

(Winslow Zoning Map)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:05 PM) Interagency Agreement with the Washington State Traffic Safety Commission in Support of Multi-jurisdictional Grant-funded High-visibility Emphasis Activities and Target Zero Campaigns - Police,

SUMMARY:

The Bainbridge Island Police Department wishes to continue participation in the Washington Traffic Safety Commission's traffic safety grant projects which support multi-jurisdictional high visibility enforcement traffic safety emphasis patrols and Target Zero priorities.

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

RECOMMENDED MOTION:

I move to forward the Interagency Agreement with the Washington Traffic Safety Commission regarding Target Zero and High Visibility Emphasis Patrols for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

The United States Department of Transportation and the National Highway Traffic Safety Administration provide grant funding each year to reimburse law enforcement agencies for officer overtime associated with participation in Target Zero campaigns and High Visibility Emphasis Patrols managed by the Washington Traffic Safety Commission. This current agreement is valid for scheduled emphasis patrols between 10/1/2019 to 9/30/2020 which include impaired driving, distracted driving, seat belt use enforcement, and motorcycle safety patrols. No matching funds are required.

ATTACHMENTS:

[2020 HVE Region Budget IAA Region 9.pdf](#)

FISCAL DETAILS:

The region will receive up to \$27,000 in grant funding in support of project priorities. It is not known at this time whether the BIPD will be able to participate in every emphasis patrol or how many officers may be dedicated to each. Historically the BIPD has participated each year, submitting for reimbursement of officer overtime through the local Target Zero Manager.

Fund Name(s):

Coding:

INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for the SUB-RECIPIENT to participate in traffic safety grant project **2020-HVE-3769-Washington Traffic Safety Commission**, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols and related activities as outlined in the Statement of Work (SOW), in support of Target Zero priorities.

Grant 2020-HVE-3769-Washington Traffic Safety Commission was awarded to the Region 9 traffic safety task force to support collaborative efforts to conduct overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to HVE emphasis areas for which your region has received HVE funding.

GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

SCOPE OF WORK:

High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model. The WTSC recommends following this model in order to most effectively use this funding.

1. The event is planned by a local team
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seatbelt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction.
4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency in the community who use the transportation system.
5. Local media are engaged by the HVE planning team
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.

The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for overtime HVE enforcement in a variety of emphasis areas: impaired driving, distracted driving, seat belt use, and motorcycle safety patrols.

Dispatch:

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

Enforcement Standard:

WTSC proposes that during enforcement, the default response of officers observing driving behaviors that contribute to serious injury and fatal collisions is the issuance of a citation or infraction. WTSC recognizes the need and value of officer discretion. While WTSC does not suggest mandatory enforcement on every contact, the goal of any enforcement activity is behavior modification.

HVE Enforcement Plan Requirement:

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem Statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages.
- Evaluation plan

Media Contacts:

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual from the SUB-RECIPIENT must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.**

Standardized Field Sobriety Testing (SFST) Training Requirement:

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained. WTSC's expectation is that each participating officer will make one DUI arrest per shift. If this standard is not met, participating agencies must submit an explanation to the TZM explaining why this standard was not met. Officers must also meet the following requirements:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- **For impaired driving HVE mobilizations, there is one additional requirement:**
 - **Officers must have made a DUI/DWI arrest within the past twelve months.**

The Following sections in the SOW are for specific enforcement emphasis areas:

Impaired Driving Enforcement:

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50% of WA’s vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed.

Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration.

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols – December 11 – January 2
- Drive Sober or Get Pulled Over – August 19 – September 7

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m. and will occur Thursday-Sunday.

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region’s TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn’t meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.

- Funding will pay for overtime for the mentor officer and the mentee officer.
- Mentees should demonstrate their ability to make one DUI arrest per shift following their mentoring.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as one contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

Distracted Driving Enforcement:

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of 3 can conduct distracted driving HVE patrols – 1 spotter and at least 2 officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least 1 citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

Seat Belt Use Enforcement:

Washington has one of the highest seatbelt use rates in the country, yet many of the state's vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seatbelt enforcement will be prioritized using data from WTSC's Research and Data Division, such as seatbelt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

Motorcycle Safety Patrols

The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- It's A Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It's A Fine Line campaign.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
DUI Holiday Patrols	December 11 – January 2
Distracted Driving	April 1 – 18
Click It or Ticket	May 17 – 31
It's A Fine Line	July 10 – 26
DUI Drive Sober or Get Pulled Over	August 19 – September 7

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed the total grant award for the region, unless agreed upon by WTSC and the SUB-RECIPIENT. The funding award for the SUB-RECIPIENT'S region is detailed in section 3.3.

These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

All law enforcement agencies who are active members of the Region 9 traffic safety task force are eligible to participate in this grant. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

Comp-time is not considered overtime and will not be approved for payment.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$27,000.00 to the Region 9 traffic safety task force for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for Region 9 is as follows:

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$16,000.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$11,000.00
Click It or Ticket (Section 405b, CFDA 20.616)	\$0.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$0.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. PARTICIPATION REQUIREMENTS AND CONDITIONS

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the “Multijurisdictional High Visibility Enforcement Protocols,” which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

5. PERFORMANCE STANDARDS

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

6. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Log to their regional TZM, or by other approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required when the functionality is available in WEMS.

7. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

9. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

10. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

11. ATTORNEYS’ FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

12. BILLING PROCEDURE

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice

submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following. . Note – this will likely change when the new invoicing process is implemented.

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020**. All invoices for goods received or services performed between July 1, 2020 and September 30, 2020, **must be received by WTSC no later than November 15, 2020**.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

14. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

15. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

16. DISPUTES

16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the

Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

16.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

17. GOVERNANCE

17.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

17.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

17.2.1. Applicable federal and state statutes and rules

17.2.2. Terms and Conditions of this Agreement

17.2.3. Any Amendment executed under this Agreement

17.2.4. Any SOW executed under this Agreement

17.2.5. Any other provisions of the Agreement, including materials incorporated by reference

18. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

19. INDEMNIFICATION

19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

19.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

20. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

21. INSURANCE COVERAGE

21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

22. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

23. RECORDS MAINTENANCE

23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

24. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according

to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

25. RIGHTS IN DATA

25.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

30. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

32. TREATMENT OF ASSETS

32.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

32.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

32.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

32.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

32.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

32.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

33. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

34. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

35. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

35.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

35.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

35.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

35.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

35.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

35.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

35.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

36.1. The SUB-RECIPIENT shall:

36.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

36.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

36.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

36.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

36.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

36.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

38. FEDERAL LOBBYING

38.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

38.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

38.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

38.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

38.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

39.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

39.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

39.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

39.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

39.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

39.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

40. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

42. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for the Target Zero Manager is:	The Contact for WTSC is:
	Marsha Masters Region 9 Target Zero Manager mmasters@co.kitsap.wa.us 360-633-0805	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

44. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>WASHINGTON TRAFFIC SAFETY COMMISSION</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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Grant Requirements Acknowledgement Form for High Visibility Enforcement (HVE) Mobilizations

WEMS Grant ID: **2020-HVE-3769-Washington Traffic Safety Commission**

This document is intended to guide law enforcement agencies, Target Zero Managers (TZM), and Law Enforcement Liaisons (LEL), in conducting overtime mobilizations funded by federal highway safety grant funds to address impaired driving, distracted driving, seat belt use, and motorcycle safety. These requirements are mandatory in accordance with signed HVE Interagency Agreements (IAA), and all exceptions to these requirements must be pre-approved by the Washington Traffic Safety Commission (WTSC) prior to the emphasis patrol(s).

This document highlights the key responsibilities of the SUB-RECIPIENT Project Manager, the WTSC, Target Zero Managers (TZM), and Law Enforcement Liaisons (LEL). This document does not replace the comprehensive information detailed in the IAA. The information in the IAA takes precedence over this document.

Before beginning work on this grant project, the SUB-RECIPIENT Project Manager should thoroughly read and understand the terms of the IAA. This Grant Requirements Acknowledgement Form provides an explanation of some key terms and highlights, but is not comprehensive. If the SUB-RECIPIENT Project Manager has questions after reviewing this document, please contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, acknowledge this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the IAA, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the IAA, the IAA takes precedence.

PURPOSE AND METHODS OF HVE:

The objective of HVE campaigns is to change driver behavior by increasing the perceived risk of arrest. To do this, law enforcement agencies deploy saturation patrols – the concentration of a large number of officers in a small geographic area. These patrols should be publicized extensively and conducted regularly, as part of an ongoing saturation patrol program. This is achieved with:

- Increased law enforcement activities targeting specific driving violations. Law enforcement presence must appear to be greater than typical to create a real or perceived omnipresence. The enforcement plan is coordinated by the LEL and TZM.
- Public education and media activities coordinated by WTSC, TZM, and/or LEL

Funding from the WTSC supports overtime law enforcement activities to increase the number of officers enforcing impaired driving, distracted driving, motorcycle and occupant protection laws. The overtime law enforcement activities support the media effort by demonstrating to the public that the media messages are true, i.e. that saturation patrols (with a particular focus) are going on now, so that the public takes the media messages seriously. The media activities support the enforcement effort by encouraging voluntary compliance with the laws.

These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

DEFINITIONS:

High Visibility Enforcement (HVE): HVE is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model:

1. The event is planned by a local team
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach
4. The public is aware of the event before, during, and after the enforcement takes place. It is important to note that these messages must reach all people in the community who use the transportation system.
5. Local media are engaged by the HVE planning team
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated.
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

SPECIFIC REQUIREMENTS:

Before beginning to work on this grant, you must have:

- A fully executed IAA or contract, signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before October 1, 2019, and before the IAA is signed by all parties.

Period of Performance: October 1, 2019 - September 30, 2020. All work must be completed no later than September 30, 2020.

SELECT CONTRACT PROVISIONS:

Scope of Work: The IAA includes detailed guidance for the allowable activities for this grant. By certifying this Grant Requirements Acknowledgment Form, the contact for the SUB-RECIPIENT for this grant certifies that they have reviewed this section of the IAA. To request changes, the SUB-RECIPIENT will need to send this request to the WTSC HVE Program Manager, and an IAA amendment may be required.

Period of Performance: October 1, 2019 - September 30, 2020. All work must be completed, and goods and services must be received, no later than September 30, 2020.

Compensation:

- All expenses must be incurred between October 1, 2019 and September 30, 2020.
- Expenses cannot exceed the total amount of the agreement, and must fall within the amounts of each budget category as listed in the IAA.
- Funds cannot be moved between planned budget categories.
- Upon agreement between the TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending the IAA. These alterations must be requested through email communication between all involved parties, including the TZM and the WTSC Fiscal Analyst. Budget alterations should not be approved by the TZM if the proposed funding amounts cause a region's maximum funding amount to be exceeded in any HVE category, unless the WTSC HVE Program Manager pre-approves this budget adjustment.
- WTSC will reimburse for personnel overtime expenses at up to 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following: FICA, Medicare, any portion of L & I that is paid by the employer, and retirement contributions paid by the employer (only if the contribution is based on a percentage of hours worked).
- The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.
- Funding can be expended at the discretion of the region's traffic safety task force, so long as the funds are used for their originally intended purpose. Participation in statewide enforcement campaigns should be prioritized when possible.

HVE Mobilization Plans

Task forces are required to submit a plan for each HVE mobilization. This plan includes, but is not limited to, the following items:

- Statement of need
- Law enforcement agencies participating
- Enforcement strategy, including target violation and location(s)
- Communications strategy
- Evaluation plan

Impaired Driving Training Requirements:

The WTSC recognizes that most of the vehicular fatalities involving impaired include impairment by drugs. Because of this, the WTSC prefers officers who work these HVE mobilizations to be DRE or ARIDE trained. However, the minimum requirement for these HVE mobilizations are the following:

- Completed SFST training within the past three years
- Must have current BAC certification
- **Must have made a DUI/DWI arrest within the past twelve months, unless the officer participated in DUI mentoring. An exception to this requirement can be made to the HVE Program Manager.**

DUI Enforcement Mentoring

Statewide DUI and Flex Funding (during DUI mobilizations) can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least one impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

Advance Payments Prohibited: WTSC cannot pay any funds in advance to the HVE mobilization before completing the work.

Agreement Alterations and Amendments:

- Any changes to the terms of an agreement must be mutually agreed upon by both parties and are often incorporated by written amendment to the agreement/contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.
- Exceptions to this include alterations to the budget and the Primary Contact for the agency listed in WEMS. The regional TZM has the authority to make these alterations if all affected parties agree to the changes.

Billing procedure:

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following. Note – this will likely change when the new invoicing process is implemented.

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020**. All invoices for goods received or services performed between July 1, 2020 and September 30, 2020, **must be received by WTSC no later than November 15, 2020**.

Buy America Act: For any manufactured goods over \$5,000, the SUB-RECIPIENT must provide written certification that the goods, including IT software and hardware, were produced in the USA. (This does not normally apply to HVE activities.)

Cost Principles: SUB-RECIPIENT cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).

Income: Any and all program income earned by the SUB-RECIPIENT during the grant period from activities conducted as part of the grant (e.g., sale of publications, registration fees, service charges, etc.) must be fully accounted for and applied to project purposes or used to reduce project costs.

Lobbying/ Political Activity: Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."

Records Maintenance: Maintain records pertaining to this agreement for 6 years after grant expiration.

STANDARDIZED FIELD SOBRIETY TEST (SFST) TRAINING REQUIREMENTS:

The agency certifies that all officers participating in these patrols are SFST trained and meet the following requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- **For impaired driving HVE mobilizations, there is one additional requirement: Officers must have made a DUI/DWI arrest within the past twelve months.**

PERFORMANCE REQUIREMENTS:

- All officers participating in HVE patrols are required to attend mobilization briefings if conducted.
- Participating law enforcement officers are required to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities and that sometimes this performance goal is not possible to attain. Failure to meet the performance goal does not automatically mean reduction in reimbursement for the activity. Officers who do not meet the performance goal should document the reason, will be reviewed by the TZM and LEL.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed. Only traffic safety enforcement and correlated activity is allowable for reimbursement.
- All personnel who work HVE patrols must submit officer Emphasis Patrol Activity Logs to the regional TZM within 48 hours of the end of all shifts worked. The regional TZM will review, approve, and submit the reimbursement to WTSC for payment.

SHIFT LENGTH:

The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons.

RESERVE OFFICERS:

The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

DISPATCH:

WTSC will reimburse communications officers/dispatch personnel for work on these patrols only if the law enforcement agency has received prior approval from the designated TZM.

OTHER REQUIREMENTS:

Project Monitoring:

- **Site Visits:** These are conducted to review performance, compliance, and quality assurance. Site visits will be done at least once annually for all grants over \$100,000 and may be conducted on any grant of any size, if the Program Manager desires.
- Other important information can be shared via external email or WEMS Note message to the Program Manager. In your WEMS grant, click the Notes tab, and select "Note to Applicant". Type your note and click the blue Save button. These updates on achievements, issues, etc. are always welcome!

Promotional Item Purchase Restrictions: No promotional items can be purchased with these grant funds.

Single Audit Requirements: Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

Time-Keeping Requirements: When requesting reimbursement for overtime costs, back-up documentation substantiating overtime must be provided.

RESPONSIBILITIES OF INVOLVED PARTIES:

WA Traffic Safety Commission:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media activities at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for: Statewide Impaired Driving enforcement campaign, Statewide Distracted Driving enforcement campaign, Statewide Seat Belt enforcement campaign, and Motorcycle Safety enforcement patrols.
- Support news efforts for: DUI, Distracted, and Seat Belt Patrols
- Summarize HVE enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all IAAs, invoices, and other documentation submitted through the WTSC Enterprise Management System (WEMS), email or other approved submission methods, before submission to WTSC. This includes follow-up on incomplete invoicing

and Emphasis Patrol Activity Logs (such as those with unexplained low contact numbers). This expectation can be modified to better meet the needs of each region with approval from the WTSC HVE Program Manager.

- Facilitate HVE mobilization planning at Target Zero Task Force meetings.
- Submit HVE Mobilization Plan prior to local and statewide campaigns and submit evaluation data within one week of campaign closure.

Law Enforcement Agencies:

- Send a representative to local Target Zero Task Force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency’s media contact prior to and during all mobilization dates.
- Provide commissioned police officers (active or paid reserve) with appropriate equipment (e.g., vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the HVE campaigns are qualified to enforce the impaired driving laws as outlined in this document.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

I Agree

(Name, Agency, Title)

(Date)



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 10 Minutes

AGENDA ITEM: (9:10 PM) Second Amendment to the Interlocal Agreement with Kitsap County Sheriff's Office for the Incarceration of City Prisoners - Police,

SUMMARY:

Kitsap County is authorized by law to operate a jail for misdemeanants and felons. The City of Bainbridge Island does not have or operate such a facility and wishes to renew an existing agreement with the County as its agent for this purpose through December 31, 2020.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Police

RECOMMENDED MOTION:

I move to forward the Second Amendment to the Interlocal Agreement with the Kitsap County Sheriff's Office for the Incarceration of City Prisoners for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

Notable changes in this second amendment to the existing interlocal agreement with Kitsap County include an updated base rate for inmates, the replacement of Subsection 7 (c) regarding the agency notification process with regard to emergency, non-emergent and non-hospital care outside jail, and an amended duration period through 12/31/20..

The bed rate for 2019 is 97.80 per prisoner per day. Year to date through period 9, a total of 62,371.95 has been spent against an approved budget of 70,000. In 2020, the new bed rate is 115.79 per prisoner per day (an expected increase) with 73,500 budgeted for this expense.

ATTACHMENTS:

[2020 Jail Contract Amendment](#)

FISCAL DETAILS: There is \$85,500 in the general fund for this expense in 2020 (this figure includes 73,500 for incarceration and 12,000 for prisoner medical expenses). This cost increase was anticipated in the 2020 budget and no further budget adjustment is needed at this time.

Fund Name(s): General Fund

Coding:

KC-233-17-B

**SECOND AMENDMENT
KITSAP COUNTY AND CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

This Second Amendment to the Kitsap County and City of Bainbridge Island Agreement for Incarceration of City Prisoners ("Second Amendment") is made between Kitsap County, a Washington state municipal corporation ("County"), and the City of Bainbridge Island, a Washington state municipal corporation ("Contract Agency").

In consideration of the mutual benefits and covenants contained herein, the parties agree that Kitsap County Contract No. KC-233-17 ("Agreement"), shall be amended as follows:

1. Section 3 (Contract Representatives) is amended to remove the reference to the name and email for the contract representative for both parties.
2. Subsection 6 (a) (Base Rate for House) is amended to change the base rate to \$115.79 for each inmate for a 24-hour period, or portion thereof.
3. Subsection 7 (c) (Emergency, Non-emergent and Non-hospital Care Outside the Jail – Notification) is deleted and replaced with the following:

Emergency, Non-emergent and Non-hospital Care outside the Jail - Notification. County has an obligation to provide medical care to inmates housed in its facilities. The County will use its best efforts to notify the Contract Agency when outside medical care is necessary for inmates. For emergency care, the County will notify the Contract Agency within four (4) business hours of transport (Monday through Friday, from 8 a.m. to 5 p.m. PST). For non-emergent and non-hospital care outside of the jail, the County will notify the Contract Agency before noon on the next business day. Notice will be provided by email to the Contract Agency at policedept@bainbridgewa.gov.

4. Section 22 (Duration) is amended and replaced with the following:

The Agreement shall be effective January 1, 2020 through December 31, 2020, unless terminated or extended by agreement of the parties. Nothing in this Agreement shall be construed to make it necessary for the Contract Agency to continuously house prisoners with the County.

5. Effective Date. The effective date of this Second Amendment is January 1, 2020.

6. Insurance. If this Second Amendment extends the expiration date of the Agreement, then the Contract Agency shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contract Agency shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
7. Terms Unchanged. Except as expressly provided in this Second Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.
8. Counterparts. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
9. Authorizations. The signatories to this Second Amendment represent that they have been appropriately authorized to enter into this Second Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before its execution.

(Signatures on next page)

DATED this ____ day of _____, 2019

DATED this ____ day of _____, 2019

CITY OF _____

KITSAP COUNTY SHERIFF'S OFFICE

Morgan Smith, City Manager

Gary Simpson, Sheriff

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

DATED this ____ day of _____, 2019

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:20 PM) West Sound Stormwater Outreach Group Interlocal Agreement - Public Works,

SUMMARY:

City Council to consider forwarding the West Sound Stormwater Outreach Interlocal Agreement to the November 26, 2019 Consent Agenda. This partnership helps the City meet some of the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements for regional coordination and public education and outreach.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Public Works

RECOMMENDED MOTION:

I move to forward the West Sound Stormwater Outreach Interlocal Agreement for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	\$38,466.00
Ongoing Cost:	
One-Time Cost:	\$38,466.00
Included in Current Budget?	Yes

BACKGROUND:

Since 2012, the City has maintained a membership with the West Sound Stormwater Outreach Group (WSSOG) with Kitsap County Surface and Stormwater Management. Per section S5.C.2 of the City's Western Washington Phase II Municipal Stormwater NPDES Permit. This relationship helps the City manage requirements to provide public education, outreach and general awareness on stormwater-related issues through targeted and measurable behavior change programs. Also, per section S5.A.5 of the NPDES permit, the City is required to coordinate among other NPDES Permittees.

WSSOG membership provides permittees the opportunity to coordinate with other neighboring agencies and to collaborate and share the costs in the development, implementation, and funding of stormwater education and outreach activities, programs, and products.

This Interlocal Agreement is for a 3-year period from 2020 to 2022 in the combined amount of \$38,466.00. The cost associated with the ILA, which is shared amongst the other jurisdictions in our region, is pro-rated based upon the city's current population.

ATTACHMENTS:

[2020-2022 West Sound Stormwater Outreach Group ILA, Contract KC-512-19](#)

FISCAL DETAILS: The contract cost is \$12,822 annually from 2020 through 2022 for a combined total of \$38,466. There is \$15,500 in the Storm and Surface Water Fund 2020 budget for this annual expense.

Fund Name(s): SSWM Fund

Coding:

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF BAINBRIDGE ISLAND
FOR THE WEST SOUND STORMWATER OUTREACH GROUP**

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, Washington 98366 and the City of Bainbridge Island (hereafter "CITY") whose principal offices are located at 280 Madison Avenue N, Bainbridge Island, Washington 98110.

II. RECITALS

Whereas, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under Western Washington NPDES Phase II Municipal Stormwater Permit; and

Whereas, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the West Sound Stormwater Outreach Group. The Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT; and

Whereas, Permittees are required by Permit Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

Whereas, coordination among Permittees with adjoining or shared geographic areas is encouraged by the Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support, and

Whereas, West Sound residents share media sources and would benefit from consistent messaging across city and county boundaries; and

Whereas, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

Whereas, Kitsap County and the cities of Poulsbo, Bremerton, Port Orchard, Gig Harbor, Bainbridge Island, and Port Angeles desire to continue to work together as the West Sound Stormwater Outreach Group to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

III. AGREEMENT

- A. The Recitals set forth above are expressly incorporated into the AGREEMENT by this reference.
- B. This AGREEMENT consists of the following documents:
 - 1. Interlocal Agreement
 - 2. EXHIBIT A: West Sound Stormwater Outreach Group Scope of Work and Budget
- C. **Purpose:** The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.
- D. **Payment and Funding:** CITY will provide COUNTY funds in an amount not to exceed a total of \$12,822 per year, totaling of \$38,466 for the years 2020 through 2022 in accordance with Section I below. COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in EXHIBIT A.
- E. **Scope of Work:** COUNTY and CITY shall perform duties and services as are listed in EXHIBIT A, attached hereto and incorporated herein by this reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in EXHIBIT A, and as provided for in Section I of this AGREEMENT.
- F. **COUNTY and CITY Administrators:**

The "West Sound Stormwater Outreach Group" is a collective of local jurisdictions and is not a separate legal entity. Accordingly, Michelle Perdue, Stormwater Monitoring & Outreach Manager, 614 Division Street, MS-26A, Port Orchard, Washington 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Stella Collier, NPDES Permit Coordinator, 280 Madison Avenue N, Bainbridge Island, Washington 98110, shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

G. **Reporting:** By January 31st of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.

H. **Responsibilities of the Parties:** It is mutually understood that CITY will provide COUNTY with the following:

Up to \$38,466 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in EXHIBIT A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

I. **Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in EXHIBIT A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.

J. **Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.

K. **Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of the AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

L. **Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents, and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind whatsoever) including costs, expenses, and reasonable attorney's fees, to the

extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this AGREEMENT.

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

This section shall survive the expiration of this AGREEMENT.

- M. **Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.
- N. **Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.
- O. **Duration:** This AGREEMENT shall commence on the date of execution, and shall remain in effect through December 31, 2022.
- P. **Recording:** Pursuant to RCW 39.34.040, this AGREEMENT shall be filed with the Kitsap County Auditor.
- Q. **Waiver:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.
- R. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington.
- S. **Venue:** The venue for any action to enforce or interpret this AGREEMENT shall lie in the Superior Court of Washington for Kitsap County, Washington.
- T. **Multiple Originals:** This AGREEMENT may be executed in multiple copies, each of which shall be deemed an original.
- U. **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 the AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this AGREEMENT are declared to be severable.

IN WITNESS WHEREOF, this AGREEMENT was executed by the parties on the dates hereinafter indicated.

DATED this ____ day of _____, 2019

CITY OF BAINBRIDGE ISLAND

DATED this ____ day of _____, 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Morgan Smith, City Manager

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A:

WEST SOUND STORMWATER OUTREACH GROUP Scope of Work & Budget for 2020–2022

Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. Work cooperatively to help meet the requirements for compliance with NPDES Phase II Municipal Stormwater Permit Section S5.C.1, Public Education and Outreach, through the implementation of “education and outreach program[s] designed to:
 - o Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - o Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts;and, when possible,
 - o Create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.”¹
2. Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.
3. Jointly work to help fulfill education and outreach requirements of local Total Maximum Daily Loads (TMDLs), also known as Water Pollution Cleanup Plans.
4. Benefit citizens of the West Sound region by providing consistent outreach and messaging.
5. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.

Objectives & Tasks:

Objective 1 Develop and adhere to an annual work plan for each year of this interlocal agreement.

Task 1.1 Jointly develop a work plan for each year by January 31 of 2020, 2021, and 2022.

¹ Washington State Department of Ecology, *Western Washington Phase II Municipal Stormwater Permit* (2019) p.14.

Objective 2 Build on existing successful efforts by maintaining elevated awareness levels and environmentally positive behavior trends for one target audience and behavior selected during the previous Permit term (pet owners/proper disposal of pet waste).

Task 2.1 Review available survey results to determine impact of existing outreach efforts.

Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management.

- Continue to implement the Pet Waste in Public Places campaign, including a strategy for continued awareness and behavior adoption for the current Permit term using adaptive management as necessary, promoting maintenance of the Mutt Mitt Program and supporting growth where indicated.
- Encourage home scooping through distribution of the “We Scoop” stickers at select events. When appropriate, run ads that encourage scooping at home.

Objective 3 Design a social marketing campaign with built-in evaluation protocols for one new target audience and behavior (DIY homeowners with kids or pets/using safer yard care products).

Task 3.1 Develop a campaign strategy based on previously performed or locally available and applicable research that includes an evaluation plan with specific, measurable, and achievable outcomes. Revise as necessary based on emerging issues, opportunities, and evaluation results.

Objective 4 Implement the social marketing campaign designed in Objective 3.

Task 4.1 Test the campaign strategy on a small segment of the population, using focus groups and/or pilot studies to refine and reevaluate the strategy.

Task 4.2 Implement the campaign across the community, assessing effectiveness at proper intervals, documenting progress, and changing the campaign strategy as necessary to achieve defined outcomes.

Task 4.3 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.

Objective 5 Use adaptive management to refine programs and direct education and outreach resources most effectively.

Task 5.1 Take advantage of mutually beneficial outreach opportunities that fall within the NPDES Permit-required scope of audiences and behaviors, regardless of prioritization ranking.

Task 5.2 Seek opportunities to share among member jurisdictions the existing outreach efforts to audiences not prioritized within the WSSOG activities, such that these efforts are beneficial to all members.

Task 5.3 Pursue grants and other funding opportunities as available and appropriate.

Objective 6 Represent the WSSOG on larger regional stormwater outreach efforts through participation as a contributing member of STORM and the Puget Sound Starts Here (PSSH) campaign development team.

Task 6.1 Help implement the STORM Strategic Plan and annual Work Plan to achieve results of use and benefit to the WSSOG.

Task 6.2 Promote capacity building among STORM and WSSOG members to raise the caliber of collective outreach in the region.

Task 6.3 Support development and implementation of the PSSH awareness campaign in conjunction with on the ground local behavior change programs.

Task 6.4 Participate in regional work groups on targeted behaviors (e.g.: Pet Waste, Natural Yard Care, Mobile Businesses, etc.)

Objective 7 Track and maintain records of education and outreach activities. Publish an annual summary of activities that is suitable for use in NPDES reporting.

B. BUDGET

Table 1 shows the annual budget for years 2020 through 2022. The annual Staff Time budget of \$56,198 is for 0.5 FTE of a Kitsap County Education & Outreach Coordinator's time to administer the Interlocal Agreement and manage outreach programs identified in the annual work plan on behalf of the WSSOG. This funding also includes coordination with STORM, the Puget Sound Starts Here campaign development team, ECO Nets, and all associated travel expenses; as well as administrative duties such as financial tracking and management. The annual staff time budget will be shared by all WSSOG jurisdictions in proportion to their relative population size, as shown in Table 1.

The annual Outreach Base Programs budget of \$82,599 will be used to implement joint programs prioritized by the group and agreed upon for inclusion in the WSSOG annual work plan. This may include activities such as implementation of the Mutt Mitt Program, backyard pet waste outreach, natural yard care outreach, reporting hotline promotion, advertising, local implementation of the Puget Sound Starts Here campaign, outreach collateral development and production, other priority behavior change programs, evaluation/surveys/focus groups/studies, and/or professional services to achieve any of these activities or tasks. The WSSOG will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

The annual Supplemental Programs Budget was added to accommodate several jurisdictions that expressed a desire for additional outreach support. This allows flexibility for jurisdictions to customize a suite of outreach options to meet the needs of their communities. Rates for elementary classroom lessons were based on County staff time for lesson preparation, teaching time, and travel. Cinema ad rates were based on real charges incurred for similar advertising in 2019. To meet the needs of jurisdictions who utilize biennial budget cycles, year 2020 and years 2021-22 were calculated on separate charts.

Table 1. Annual budget for all program elements - 2020.

Jurisdiction	Population Est. 2019 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	177,930	59.2%	\$33,277	\$41,626	TBD	\$41,626	\$0	\$74,903
Bremerton	42,080	14.0%	\$7,870	\$9,845	\$2,500	\$12,345	\$0	\$20,214
Bainbridge Island	24,520	8.2%	\$4,586	\$5,736	\$2,500	\$8,236	\$0	\$12,822
Port Angeles	19,620	6.5%	\$3,669	\$4,590	\$1,750	\$6,340	\$2,200 ¹	\$12,209
Port Orchard	14,390	4.8%	\$2,691	\$3,367	\$2,550	\$5,917	\$860 ²	\$9,468
Poulsbo	11,180	3.7%	\$2,091	\$2,616	\$1,965	\$4,581	\$2,750 ³	\$9,421
Gig Harbor	10,770	3.6%	\$2,014	\$2,520	\$500	\$3,020	\$3,900 ⁴	\$8,934
TOTAL	300,490	100.0%	\$56,198	\$70,299	\$11,765	\$82,064	\$9,710	\$147,971

PSSH & Mutt Mitt column represents a budget guideline for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and cinema ads in Poulsbo.

⁴ Includes funding for 3 months of cinema ads in Gig Harbor.

Table 2. Annual budget for all program elements – 2021 & 2022.

Jurisdiction	Population Est. 2019 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	177,930	59.2%	\$33,277	\$41,626	TBD	\$41,626	\$0	\$74,903
Bremerton	42,080	14.0%	\$7,870	\$9,845	\$2,500	\$12,345	\$0	\$20,214
Bainbridge Island	24,520	8.2%	\$4,586	\$5,736	\$2,500	\$8,236	\$0	\$12,822
Port Angeles	19,620	6.5%	\$3,669	\$4,590	\$1,750	\$6,340	\$2,200 ¹	\$12,209
Port Orchard	14,390	4.8%	\$2,691	\$3,367	\$2,550	\$5,917	\$860 ²	\$9,468
Poulsbo	11,180	3.7%	\$2,091	\$2,616	\$2,500	\$5,116	\$2,750 ³	\$9,956
Gig Harbor	10,770	3.6%	\$2,014	\$2,520	\$500	\$3,020	\$3,900 ⁴	\$8,934
TOTAL	300,490	100.0%	\$56,198	\$70,299	\$12,300	\$82,599	\$9,710	\$148,506

PSSH & Mutt Mitt column represents a budget guideline for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

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⁴ Includes funding for 3 months of cinema ads in Gig Harbor.



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:25 PM) Legal Services Agreement with Kitsap County Prosecuting Attorney's Office for 2020 - Executive,

SUMMARY:

Annual contract for prosecution services from the Kitsap County Prosecuting Attorney's Office. The proposed legal services agreement for 2020 is in the amount of \$114,656.24, would take effect January 1, 2020, and expire on December 31, 2020.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward the legal services agreement with the Kitsap County Prosecuting Attorney's Office for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND:

The City contracts with the Kitsap County Prosecuting Attorney's Office to provide prosecution services in the Bainbridge Island Municipal Court and on appeal in Kitsap County Superior Court. Attached are the quarterly reports submitted to date showing total case filings and case dispositions in 2019.

In 2019, the annual cost to the City of these services was \$112,948. For 2020, the Kitsap County Prosecuting Attorney's Office is seeking \$114,656.24, a \$1,708.24 increase resulting primarily from increases in the cost of employee benefits on the party of the County. Attached is a spreadsheet detailing these increased costs.

If approved, the legal services agreement would take effect January 1, 2020, and expire on December 31, 2020.

ATTACHMENTS:

[Staff Memo - 2019 Referrals to Kitsap County Prosecuting Attorney's Office](#)

[2020 Legal Services Agreement with Kitsap County Prosecuting Attorney's Office](#)

[2020 Cost Breakdown for Prosecution Services](#)

FISCAL DETAILS: There is adequate budget in the general fund legal services to account for this increase in cost.

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

**Office of the City Attorney
Memorandum**

Date: November 8, 2019

To: City Council; Morgan Smith, City Manager

From: Robbie Sepler, Deputy City Attorney

Re: Legal Services Agreement with Kitsap County Prosecuting Attorney's Office;
2019 Case Statistics

On November 12, 2019, Council will consider a Legal Services Agreement with the Kitsap County Prosecuting Attorney's Office for prosecution services in 2020. For Council's information, Justin Zaug, the Chief of the District/Municipal Division of the Kitsap County Prosecuting Attorney's Office, provided the following case numbers for the prosecution services provided to the City in 2019, which represent the total misdemeanor/gross misdemeanor referrals to the Kitsap County Prosecuting Attorney's Office from the City's Police Department:

	Received	Filed	Declined	Pending
Q1	31	23	6	2
Q2	33	24	6	3
Q3	49	36	12	1
Q4 (projected)	38	28	8	2
Totals (projected)	151	111	26	8

In addition, for historical context, here are the total case numbers for the five preceding years, which represent the total misdemeanor/gross misdemeanor referrals in each of the years from the City's Police Department to the Kitsap County Prosecuting Attorney's Office:

- **2018:** 177 Cases
- **2017:** 150 Cases
- **2016:** 174 Cases
- **2015:** 166 Cases
- **2014:** 184 Cases

**LEGAL SERVICES AGREEMENT
Prosecution Services**

This Legal Services Agreement for Prosecution Services (this “Agreement”) is entered into between the City of Bainbridge Island (the “City”) and the Kitsap County Prosecuting Attorney (the “Prosecutor”) pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act) effective January 1, 2020.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I
PURPOSE**

The purpose of this Agreement is for the Prosecutor to provide legal services for the City for prosecution of municipal criminal complaints and civil infractions.

**Section II
SERVICES**

The Prosecutor will provide the full range of prosecution services (i.e., prosecution/case management, legal advisor and special projects as required) to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

**Section III
TERM OF AGREEMENT**

The term of this Agreement is January 1, 2020 through December 31, 2020.

**Section IV
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party, with or without cause, upon four months’ advance written notice to the other party.

**Section V
COMPENSATION**

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be at an annual cost of \$114,656.24 beginning on January 1, 2020 and shall be paid in equal monthly installments.

**Section VI
OFFICE FACILITIES**

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

**Section VII
INSURANCE AND HOLD HARMLESS**

A. Insurance

Prior to and during the performance of the work covered by this Agreement, the Prosecutor shall provide the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least \$1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. The Prosecutor shall furnish a certificate of insurance to the City for review by the City. The City shall be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

**Section VIII
GENERAL PROVISIONS**

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section V (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Coverage. The City contracts with the Prosecutor for prosecution assistance on an annual basis. The Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict at costs within the annual budget. Such backup and coverage shall be provided only by duly appointed deputy prosecuting attorneys.

D. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:

City Attorney
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA 98110

If to the Prosecutor:

Kitsap County Prosecuting Attorney
614 Division Street, MS-35
Port Orchard, WA 98366

E. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City.

F. Independent Contractor. Prosecutor and assistant(s) are professionals acting without direct supervision and are independent contractors. Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, veteran status, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work from City.

H. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Kitsap County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Administration. This Agreement will be jointly administered by the City and the Prosecutor. This Agreement does not create any separate legal or administrative entity.

L. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

Dated this ____ day of _____, 2019

CITY OF BAINBRIDGE ISLAND

Morgan Smith, City Manager

Dated this ____ day of _____, 2019

KITSAP COUNTY PROSECUTING ATTORNEY

Chad M. Enright
Kitsap County Prosecuting Attorney

Dated this ____ day of _____, 2019

**BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Edward D. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A: SCOPE OF WORK

The Prosecutor will provide the full range of criminal prosecution and civil infraction enforcement (i.e., prosecution/case management, legal advisor and special projects as required) to the City's commissioned officers and other enforcement personnel as applicable.

I. MUNICIPAL COURT

- A. Appearance and Preparation for All Regularly Scheduled Monthly Calendars as Follows:
 - 1. Non-jury trials
 - 2. Motion calendars
 - 3. Jury readiness calendars
 - 4. Contested infractions calendars, including administrative hearings and traffic hearings, but only in cases where a Notice of Appearance has been filed by a licensed attorney and/or as otherwise agreed by the parties
 - 5. Jury trial calendars
 - 6. Arraignments
 - 7. Sentencings
 - 8. Revocation hearings
 - 9. Motions
 - 10. Preliminary hearings (probable cause)
 - 11. In-Custody hearings

- B. Miscellaneous:
 - 1. Review cases, make decisions and file complaints
 - 2. Obtain search and arrest warrants
 - 3. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers

II. SUPERIOR COURT

- Appeals (preparation and appearance):
- 1. Commencing (only after discussion and authorization from City Attorney)
 - 2. Defending

III. MEETINGS

- A. Attend All Meetings with Police Department, City staff or City Council as Requested or Required to Address Current Issues

- B. Prepare Memoranda Addressing Legal Ramifications of Courses of Action Contemplated as Part of Those Meetings

- IV. PROVIDE LIAISON BETWEEN CITY POLICE DEPARTMENT AND COURT SYSTEM REGARDING PROCEDURES AND ENFORCEMENT**
- V. PREPARE, REVIEW AND RESPOND TO ISSUES AS REQUESTED BY CITY ATTORNEY, CHIEF OF POLICE OR DEPUTY CHIEF OF POLICE**
- VI. RECOMMEND NEEDED MUNICIPAL CODE AMENDMENTS TO CITY ATTORNEY**
- VII. PROVIDE QUARTERLY REPORTS TO CITY AND CITY ATTORNEY'S OFFICE IDENTIFYING TOTAL CASE FILINGS AND CASE DISPOSITIONS**

2019 Prosecution Contract - Base Starting Rate					
DPA I, Step I	\$	64,147	2018 Rates		
Q01	\$	-	2019 COLA	0.00%	
	\$	64,147	2018 Base Salary		
	\$	4,907	Social Security	7.65%	
	\$	8,259	Retirement	12.88%	
	\$	857	Workers Compensation		
	\$	13,052	County Benefit Bucket		
	\$	91,222			
Legal Assistant, Step I	\$	42,536	2018 Rates		
AB1	\$	-	2019 COLA	0.00%	
	\$	42,536	2018 Base Salary		
	\$	3,254	Social Security	7.65%	
	\$	5,477	Retirement	12.88%	
	\$	857	Workers Compensation		
	\$	13,052	County Benefit Bucket		
	\$	65,176			
	\$	21,725	One-Third Cost		
	\$	112,948	Base Contract Amount		



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:30 PM) Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, for Hearing Examiner Services - Executive,

SUMMARY:

The City contracts with Sound Law Center, LLC, for hearing examiner services. The current contract is set to expire on December 31, 2019. As presented, Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, proposes to extend the contract for a new two-year term through December 31, 2021.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

The City contracts with Sound Law Center, LLC, for hearing examiner services. The current contract is set to expire on December 31, 2019.

Under BIMC 2.14.030.B, the City’s Hearing Examiner, once appointed by the City Manager and confirmed by the City Council, serves for two-year terms. Therefore, as presented, Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, proposes to extend the contract for a new two-year term through December 31, 2021.

Attached is a report from Sound Law Center detailing: (1) the number of hearings conducted; (2) the final outcome of those hearings; (3) the time required to issue decisions; and (4) the cost of the hearings. The report covers the time period between January 2018 and October 2019.

ATTACHMENTS:

[Amendment No. 1 to PSA with Sound Law Center, LLC, for Hearing Examiner Services](#)

[PSA with Sound Law Center, LLC, for Hearing Examiner Services \(Executed 12-14-17\)](#)

[Sound Law Center HEX Report - January 2018 to October 2019](#)

FISCAL DETAILS:

The Hearing Examiner is paid \$175 an hour, plus actual expenses, for services performed under the Agreement. Amendment No. 1 does not change this hourly rate.

Fund Name(s): General Fund

Coding:

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE
CITY OF BAINBRIDGE ISLAND HEARING EXAMINER**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE CITY OF BAINBRIDGE ISLAND HEARING EXAMINER (“Amendment”) amends the Agreement for Professional Services (“Agreement”) entered into on December 14, 2017, by the City of Bainbridge Island (“City”), a Washington State municipal corporation, and Sound Law Center, LLC (“Hearing Examiner”), a Washington State limited liability company.

WHEREAS, the City and Hearing Examiner entered into the Agreement on December 14, 2017; and

WHEREAS, that Agreement specifies that the Hearing Examiner shall independently provide for the Examiner’s clerk and/or administrative staff and other support services; and

WHEREAS, after discussion between the parties, it has become evident that it is most efficient and economical for City staff to perform the role of clerk to the Hearing Examiner; and

WHEREAS, after discussion between the parties, it has become evident that the Hearing Examiner is in the best position to distribute decisions on appeals when such decisions are issued; and

WHEREAS, BIMC 2.14.030.B states that the City’s Hearing Examiner, once appointed by the City Manager and confirmed by the City Council, shall serve for two-year terms; and

WHEREAS, the City desires to extend the term of the Agreement for a new two-year term through December 31, 2021; and

WHEREAS, the Hearing Examiner is willing to provide hearing examiner services, under the terms of the Agreement, for a new two-year term through December 31, 2021.

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

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

A. This Agreement shall become effective upon execution by both parties and, in accordance with BIMC 2.14.030.B-, the appointment of the Hearing Examiner shall be for a two-year term, beginning ~~January 1, 2018~~, January 1, 2020, and continuing until ~~December 31, 2019~~December 31, 2021, unless sooner terminated by either party as provided below.

2. Section D of Attachment A, Scope of Services, is hereby amended to read as follows:

D. The Hearing Examiner ~~Shall Have Its Own~~ Provides Some Administrative Support

~~The Hearing Examiner shall independently provide for the Examiner’s clerk and/or administrative staff and other support services. Scheduling of hearings is generally done in coordination with staff from the City’s Department of Planning and Community Development.~~

When the Hearing Examiner issues a decision following an appeals hearing, The Hearing Examiner shall distribute the final decision to Appellant, Applicant (if not the Appellant), City, those that commented during the official comment period, and those that attended the appeals hearing and indicated that they wanted to receive the decision.

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

4. This Amendment shall take effect and be in force on January 1, 2020.

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

SOUND LAW CENTER, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Morgan Smith, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



CITY OF
BAINBRIDGE ISLAND

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE
CITY OF BAINBRIDGE ISLAND HEARING EXAMINER**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington state municipal corporation (“City”), and Sound Law Center, LLC (“Hearing Examiner”).

WHEREAS, the City needs professional services in connection with Hearing Examiner services for the City of Bainbridge Island.

WHEREAS, the Hearing Examiner 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 Hearing Examiner as follows:

1. SERVICES BY THE HEARING EXAMINER

The Hearing Examiner 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 Hearing Examiner 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, in accordance with BIMC 2.14.030.B., the appointment of the Hearing Examiner shall be for a two-year term, beginning January 1, 2018, and continuing until December 31, 2019, unless sooner terminated by either party as provided below.

B. The City may terminate this Agreement and remove the Hearing Examiner for the reasons set forth in BIMC 2.14.030.B. In such event, the City shall provide written notice of termination to the Hearing Examiner that specifies the reasons for termination and the termination shall be effective the date the termination notice is issued.



CITY OF
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C. The Hearing Examiner may terminate this Agreement, with or without cause, upon sixty (60) days' written notice of termination.

D. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner pursuant to this Agreement shall be submitted to the City, and the Hearing Examiner 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 Hearing Examiner for such services:

Hourly, at a rate of \$175 per hour, plus actual expenses, in accordance with the services described in Attachment A. The Hearing Examiner shall not charge for travel time or materials.

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 Hearing Examiner shall submit, in a format acceptable to the City, invoices for services performed. The Hearing Examiner shall be paid at the rate of \$175.00 per hour for actual time spent carrying out the duties required under this Agreement, including review of file materials, applicable Bainbridge Island Municipal Code sections, and other relevant sources as necessary to prepare for hearings, as well as travel time between the Examiner's office and Bainbridge Island City Hall and, if a site visit is necessary, between the Examiner's office and the site in question. The Hearing Examiner shall be compensated pursuant to an invoice submitted by the Examiner to the City after the issuance of the decision rendered by the Examiner on each appeal. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall provide a brief summary of the services provided for each date services were performed, the number of hours (or fractions of hours) spent, and expenses and disbursements in detail.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Hearing Examiner. All payments shall be subject to adjustment for any amounts, upon audit, determined to have been improperly billed.

D. The Hearing Examiner shall maintain time and expense records and provide them to the City upon request.



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

4. CASE ASSIGNMENT AND PRO TEM HEARING EXAMINER

The City shall assign cases to the Hearing Examiner. It is contemplated that the attorneys at Sound Law Center, LLC, who will serve as primary Hearing Examiners for the City will be Ted Hunter and Andrew Reeves. It is also contemplated that attorney Lee Raaen of Sound Law Center, LLC, will serve as Pro Tem Hearing Examiner when the Examiner gives notice to the City at the earliest date possible that he is unable to hear a particular matter/case, whether due to disqualification pursuant to BIMC 2.14.030.F, scheduling conflicts, or other unavailability. In such situations, the Hearing Examiner shall assign the matter/case to the Pro Tem Hearing Examiner, as identified above. If necessary, and in accordance with BIMC 2.14.030.C.2., the Hearing Examiner shall assist the City by recommending additional candidates for Pro Tem Hearing Examiner for approval by the City Manager.

5. INDEPENDENT CONTRACTOR

A. The Hearing Examiner and the City understand and expressly agree that the Hearing Examiner is an independent contractor in the performance of each and every part of this Agreement. The Hearing Examiner expressly represents, warrants, and agrees that the Hearing Examiner'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 Hearing Examiner, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Hearing Examiner shall make no claim of City employment nor shall the Hearing Examiner claim any related employment benefits, social security, and/or retirement benefits.

B. The Hearing Examiner 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 Hearing Examiner shall pay the same before it becomes due.



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BAINBRIDGE ISLAND

C. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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

The record developed before the Hearing Examiner, including the Hearing Examiner's decisions and recommendations, shall be the property of the City. All such records which shall be the property of the City shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, shall be the property of the Hearing Examiner.

8. HEARING EXAMINER'S LICENSING RESPONSIBILITIES

The Hearing Examiner shall be an attorney licensed to practice in the State of Washington. During the term of this Agreement, the Hearing Examiner shall maintain his license and active membership in the Washington State Bar Association ("WSBA") in good standing, including fulfillment of the WSBA's Continuing Legal Education ("CLE") requirements consistent with Section 9 of this Agreement.

9. HEARING EXAMINER'S TRAINING RESPONSIBILITIES

The Hearing Examiner shall annually attend and/or receive at least ten (10) hours of training through WSBA accredited continuing legal education programs that specifically address land use



CITY OF
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and environmental law (i.e., the Washington State Growth Management Act, Washington State Shoreline Management Act, Washington State Environmental Policy Act).

10. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager, 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.

11. HOLD HARMLESS AND INDEMNIFICATION

A. The City shall defend, indemnify, and hold harmless the Hearing Examiner from all liability, loss, or damage, including costs of defense, that result from claims, demands, actions, damages, costs, or judgments which result from the Hearing Examiner's performance of his duties under and pursuant to this Agreement and the BIMC, including BIMC 2.14.030; provided, however, that the City's defense, indemnity, and hold harmless obligation under this section does not apply to claims, demands, actions, damages, costs, or judgments arising from the performance by the Hearing Examiner of his duties hereunder in a manner that constitutes willful misconduct, gross negligence, and/or bad faith.

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 Hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner'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 Hearing Examiner'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.



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12. INSURANCE

The Hearing Examiner 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.

13. 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 Hearing Examiner 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 Hearing Examiner as stated herein.

14. 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.

15. 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.



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BAINBRIDGE ISLAND

16. 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.

17. 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.

18. 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 Hearing Examiner:

Sound Law Center, LLC
4500 9th Ave NE, Suite 300
Seattle, WA 98105
Attention: David Ortman
(206) 233-1908
tph@soundlawcenter.com

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.



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19. 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.

20. GOVERNING LAW

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

21. VENUE

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

22. 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.

23. NO CONFLICT OF INTEREST

The Hearing Examiner covenants that s/he presently has no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the Hearing Examiner which would conflict in any manner or degree with the performance of his/her duties hereunder.



CITY OF
BAINBRIDGE ISLAND

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

SOUND LAW CENTER, LLC

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: December 14, 2017

By: _____

By: 

Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



CITY OF
BAINBRIDGE ISLAND

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

SOUND LAW CENTER, LLC

CITY OF BAINBRIDGE ISLAND

Date: 12-14-17

Date: December 14, 2017

By: Ted Hunter

By: [Signature]

Douglas Schulze, City Manager

Name TEY HUNTER

Title MAGRA Attorney

Tax I.D. # 02-0808192

City Bus. Lic. # _____



CITY OF
BAINBRIDGE ISLAND

ATTACHMENT A

SCOPE OF SERVICES

A. Hearing Examiner Responsibilities and Duties

The Hearing Examiner shall perform all of the duties of the Examiner as set forth in the Bainbridge Island Municipal Code ("BIMC"). See, e.g., BIMC 2.14.030, BIMC 2.16.020, BIMC 2.16.100, and other relevant BIMC provisions. The Examiner is responsible for conducting hearings on and adjudicating quasi-judicial cases involving a variety of complex land use and regulatory compliance issues, and other issues which the City Council may designate to the Hearing Examiner by ordinance or resolution. The Examiner shall issue decisions and recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

As described in BIMC 2.14.030.C., in addition to any other duty established by ordinance or resolution, the Hearing Examiner shall:

1. Supervise and evaluate the work of employees as required;
2. Develop procedural rules for the scheduling and conduct of hearings and related matters. Such rules shall be available from the City Clerk's Office upon request;
3. Review properties that are the subject of hearings to become familiar with the terrain and relationships to other properties;
4. Receive and examine hearing related documents, and review case files, City codes and policies, environmental impact statements, plot plans, and topographical maps;
5. Evaluate testimony and evidence, prepare records, enter final written findings, and impose conditions to conform projects to City ordinances and land use policies;
6. Maintain knowledge of current relevant state and City land use laws, policies, and related state and federal court decisions;
7. Prepare reports and correspondence to the City Manager, City Council, and Planning Commission as requested;



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BAINBRIDGE ISLAND

8. Prepare and submit annual written reports to the City Manager and City Council, including how many hearings have been conducted, the final outcome of hearings, the time required to issue decisions, and the cost of hearings.
9. Meet with the City Manager, City Council, Planning Commission, and staff as requested to identify conflicts in the code; and
10. When necessary, recommend candidates for Pro Tem Hearing Examiner for approval by the City Manager.

B. Additional Specific Duties of the Hearing Examiner

The Hearing Examiner shall carry out the duties of the Examiner in accordance with the following:

1. Hearings and proceedings shall be conducted in accordance with applicable state and local laws and regulations, including the Hearing Examiner rules as adopted by the Bainbridge Island City Council.
2. Decisions and recommendations shall be issued in a timely manner and in accordance with all applicable time limitations specified in state and local laws, regulations, and local procedural rules.
3. All open and closed record hearings conducted by the Hearing Examiner shall be held within the City.
4. The Hearing Examiner shall disqualify himself/herself when appropriate and in accordance with BIMC 2.14.030.F.
5. The Hearing Examiner shall provide notice to the City as soon as possible when the Examiner is unable to hear a particular matter/case so that the matter/case may be assigned in a timely manner to a Pro Tem Hearing Examiner.

C. City Hearing Room, Facilities, and Support for the Hearing Examiner

1. The City shall provide the following facilities, support, and materials to the Hearing Examiner:



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BAINBRIDGE ISLAND

- a) A hearing room and facilities, including recording and sound systems and on-site audio-visual assistance. The City is responsible for recording the proceedings for records retention purposes.
 - b) Document copying and distribution services as required by the BIMC and other City ordinances and procedural rules.
 - c) A copy of the all relevant City land use, shoreline management, and environmental regulations and associated policies.
2. The City shall pay all costs and expenses associated with providing the above-referenced facilities, support, and materials to the Hearing Examiner.

D. The Hearing Examiner Shall Have Its Own Administrative Support

The Hearing Examiner shall independently provide for the Examiner's clerk and/or administrative staff and other support services. Scheduling of hearings is generally done in coordination with staff from the City's Department of Planning and Community Development.



CITY OF
BAINBRIDGE ISLAND

ATTACHMENT B

INSURANCE REQUIREMENTS

A. Insurance Term

The Hearing Examiner 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 Hearing Examiner, its agents, representatives, or employees.

B. No Limitation

The Hearing Examiner's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner'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 Hearing Examiner's profession.

D. Minimum Amounts of Insurance

The Hearing Examiner shall maintain the following insurance limits:



CITY OF
BAINBRIDGE ISLAND

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 Hearing Examiner'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 Hearing Examiner'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 Hearing Examiner shall provide to the person identified in Section 10 of the Agreement a Certificate of Insurance evidencing the required insurance. The Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner 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 Hearing Examiner to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days'



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notice to the Hearing Examiner 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 Hearing Examiner from the City.

J. City Full Availability of Hearing Examiner Limits

If the Hearing Examiner 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 Hearing Examiner, irrespective of whether such limits maintained by the Hearing Examiner 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 Hearing Examiner.

CITY OF
BAINBRIDGE
ISLAND

*HEARING EXAMINER
REPORT*

January 2018 through
October 2019

Respectfully submitted by Sound Law Center,
in Compliance with the terms of our Contract

October 29, 2019

Report of the Hearing Examiner

The contract between the City and the Hearing Examiner specifies that a report be prepared that details “how many hearings have been conducted, the final outcome of hearings, the time required to issue decisions, and the cost of hearings.” This is our report. The report details the information requested under two topic headings: Decisions Issued and Cost Analysis.

Decisions Issued, Including Cost, Hours Worked, & Timing of Decisions

Land Use Application Decisions

Twelve land use application decisions were issued by the Hearing Examiner, as well as two decisions on matters remanded to the Hearing Examiner from the City Council. These included:

Dufresne Shoreline Variance, No. PLN-50287.

Total Cost = 26.1 hours; \$4,567.50

Hearing held on March 9, 2018. Record was closed on March 16, 2018. Decision was issued on March 30, 2018. Time between record closing and decision being issued = 14 days. Decision summary:

March 30, 2018 – Findings, Conclusions, and Decision. The request for a shoreline variance to construct a 1,200 square foot residence, and associated appurtenances, adjacent to a marine bluff at 11143 Rolling Bay Walk was APPROVED.

Madison Grove Preliminary Subdivision, No. PLN-50667-SUB.

Total Cost = 26.4 hours; \$4,619.00

Hearing held on April 20, 2018. Decision was issued on May 4, 2018. Time between record closing and decision being issued = 14 days. Decision summary:

May 4, 2018 – Findings, Conclusions, and Decision. The request for a preliminary plat to subdivide 2.25 acres into eight lots and to construct a public access road, at 997 Madison Avenue, was APPROVED.

Wallace Cottages HDDP and Preliminary Plat, No. PLN-50589-SUB.

Total Cost = 58.2 hours; \$10,178.50

Hearing initially held on April 20, 2018. Hearing continued to July 11, 2018. Decision issued on July 25, 2018. Time between record closing and decision being issued = 14 days. Summary of decision:

July 25, 2018 – Findings, Conclusions, and Decision. The request for a preliminary plat to subdivide four lots, totaling approximately 2.5 acres, into 19 lots, as a Tier 2 Housing Design Demonstration Project, between Madison Avenue and Nakata Avenue, was APPROVED.

August 15, 2018 – Decision on Request for Reconsideration was DENIED.

Madison Place HDDP and Preliminary Plat, No. PLN-50892-SUB.

Total Cost = 37.1 hours; \$6,497.50

Hearing held July 11, 2018. Record closed on July 13, 2018. Decision issued July 25, 2018. Time between record closing and decision being issued = 12 days. Summary of decision:

July 25, 2018 – Findings, Conclusions, and Decision. The request for a preliminary plat to subdivide a lot totaling 0.82 acres into 18 lots, as a Tier 1 Housing Design Demonstration Project, at 671 Madison Avenue North was APPROVED.

Inhabit, LLC RUEX and Variances, No. PLN-50850A & B.

Total Cost = 22 hours; \$3,855.00

Hearing held June 28, 2018. Record closed on July 3, 2018. Decision issued on July 17, 2018. Time between record closing and decision being issued = 14 days. Decision summary:

July 17, 2018 – Findings, Conclusions, and Decision. The request for reasonable use exceptions and major variances to allow the construction of a single-family residence on each of two undeveloped lots, Lots 5 and 6 (Block 4) of Fort Ward Estates, adjacent to 2171 Soundview Drive NE, was APPROVED.

Leschinsky RUEX, No. PLN-51039-RUE.

Total Cost = 17.3 hours; \$3,027.50

Hearing held September 13, 2018. Decision issued September 25, 2018. Time between record closing and decision being issued = 12 days. Decision summary:

September 25, 2018 – Findings, Conclusions, and Decision. The request for a reasonable use exception to allow the construction of a single-family residence on a vacant lot containing a wetland and associated wetland buffer, adjacent to and south of 15035 Sunrise Drive NE, was APPROVED.

Olsen RUEX, No. PLN-51183-RUE.

Total Cost = 29.1 hours; \$5,092.50

Hearing held November 8, 2018. Record closed November 19, 2018. Decision issued November 30, 2018. Time between record closing and decision being issued = 11 days. Decision summary:

November 30, 2018 – Findings, Conclusions, and Decision. The request for a reasonable use exception to allow the construction of a single-family residence on a vacant lot containing a wetland and associated wetland buffer, at 2222 Belfair Avenue SE, was GRANTED.

Assistance Dogs NW Conditional Use Permit, No. PLN-50504-CUP.

Total Cost = 17.3 hours; \$3,027.50

Hearing held July 11, 2018. Decision issued July 20, 2018. Time between record closing and decision being issued = 9 days. Decision summary:

July 20, 2018 – Findings, Conclusions, and Decision. The request for a major conditional use permit to utilize existing buildings to operate a non-profit organization to train four to seven dogs, to assist children and adults with disabilities and other special needs, on a 2.3-acre lot located at 12107 Miller Road NE, was APPROVED.

Galbreath RUEX and Variance, No. PLN-50996.

Total Cost = 19.9 hours; \$3,482.50

Hearing held January 10, 2019. Decision issued January 22, 2019. Time between record closing and decision being issued = 12 days. Decision summary:

January 22, 2019 – Findings, Conclusions, and Decision. The request for a reasonable use exception and variances from setbacks and maximum lot coverage to allow the construction of a single-family residence on a nonconforming lot containing a stream buffer, on property identified as Lot 69 Phelps Road NE, was APPROVED.

CKCB Madison SSPR/SSDP/SVAR, No. PLN50958.

Total Cost = 28.5 hours; \$4,987.50

Hearing held February 14, 2019. Decision issued February 27, 2019. Time between record closing and decision being issued = 13 days. Decision summary:

February 27, 2019 – Findings, Conclusions, and Decision. The Applicant requested approval of a site plan, a completed design review, and a Shoreline Substantial Development Permit to develop a 10-unit residential building consisting of two townhomes and 8 one-bedroom apartments, between 220 and 270 Madison Avenue South. These three requests met the criteria for review and were APPROVED. In addition, the Applicant requested approval of a Shoreline Variance to construct two elevator/stair towers an additional five feet above the height limit otherwise applicable to the proposed development. This request was DENIED because it would not comply with the criteria for approval of a shoreline variance as required by the City Council.

March 18, 2019 - Decision on City's Request for Reconsideration was GRANTED. Decision was reissued with revisions on March 18, 2019.

Euclid House RUEX, No. PLN-51139-RUE.

Total Cost = 14.1 hours; \$2,467.50

Hearing held April 11, 2019. Decision issued April 25, 2019. Time between record closing and decision being issued = 14 days. Decision summary:

April 25, 2019 – Findings, Conclusions, and Decision. The request for a reasonable use exception to allow the construction of a single-family residence, with associated appurtenances, on a vacant lot encumbered by critical areas, off of Euclid Avenue NE, was APPROVED.

May 6, 2019 – Decision on City’s Request for Reconsideration was GRANTED. Decision was reissued with revisions on May 6, 2019.

Bainbridge Island School District CUP, No. PLN-51559-SPR/CUP.

Total Cost = 19 hours; \$3,325.00

Hearing held on April 25, 2019. Decision issued on May 7, 2019. Decision was reissued with corrections on May 10, 2019. Time between record closing and decision being issued = 12 days. Decision summary:

May 7, 2019 – Findings, Conclusions, and Decision. The request for a site plan/design review and a major conditional use permit to demolish an existing 41,509 square foot classroom and a 2,803 square foot music building on the Bainbridge High School campus and to construct a 35,500 square foot class room building located at 9330 NE High School Road is APPROVED.

Madrona School Conditional Use Permit Remand, No. PLN-18780B.

Total Cost = 2.1 hours; \$367.50

Including preparing response to City Council on remand questions.

Rolling Sunset Preliminary Plat Remand, Nos. HEA-2018-04/SUB-18840.

Total Cost = 30.9 hours; \$5407.50

March 16, 2018 – Response to City Council’s Remand ISSUED.

Appeal Decisions

Five appeal decisions were issued by the Hearing Examiner. These included:

Rich Appeal, Nos. HEA-2018-02/PLN-50468-VEG.

Total Cost = 11.2 hours; \$1,960

January 31, 2018 – Decision on City’s Motion to Dismiss. Motion GRANTED.

Beirele Appeal, No. PLN-50901-SSDP.

Total Cost = 16.3 hours; \$2,852.50

July 16, 2018 - Decision on Appellant’s Motions.

September 10, 2018 – Order of Dismissal of Appeal.

Gerlach Appeal, Nos. HEA-2018-01/SSDP-13500.

Total Cost = 77.6 hours billed or \$13,580

This included several decisions on motions, in addition to the final decision of the Hearing Examiner. These included:

January 24, 2018 – Decision on Motion to Disqualify the Hearing Examiner. Motion DENIED.

February 5, 2018 – Ruling on a Motion for Reconsideration. Motion DENIED.

February 7, 2018 – Rulings on Pre-Hearing Motions.

February 23, 2018 – Ruling on Motion for Reconsideration of Hearing Examiner’s Rulings on Motions. Motion DENIED.

February 26, 2018 – Supplement to Ruling on Motion for Reconsideration of Hearing Examiner’s Rulings on Motions. Motion DENIED.

March 5, 2018 – Ruling on Appellant’s Request for Clarification. Request REJECTED.

March 16, 2018 – Order Dismissing Appeal.

Callahan Appeal, No. PLN-51027-VEG.

Total Cost = 20.4 hours; \$3,570.00

August 31, 2018 – Decision on City’s Motion to Dismiss – Motion Partially GRANTED/Partially DENIED.

September 5, 2018 - Decision on Appellant’s Motion – Motion DENIED.

McQuaid Appeal, No. HEA-2019-02.

Total Cost = 3.3 hours; \$577.50

Including review of appeal, preparation of pre-hearing orders, and order of dismissal.

Cost Analysis

We began our service to the City in January 2018. Since that time, we have issued 30 decisions related to 19 matters. The cost to produce these decisions totals \$83,442.50, or approximately \$2,781.41 per decision.

Of the total cost to produce these decisions, \$22,540.00 of the cost relates to five appeals, or \$4,508 per appeal. Of the cost for appeals, the Gerlach Appeal accounted for over 50 percent of our costs or \$13,580. On average, the cost for an appeal during this period has been \$4,508. If the Gerlach appeal costs are removed as a clear outlier, the cost per appeal averaged \$2,240.

The remainder of the cost to issues decisions, or \$60,902.50, relates to land use applications. Twelve land use application decisions were issued during the contract period as well as decisions on two matters remanded from the City Council. Several of the matters we heard included consolidated applications requiring decisions on several matters (i.e., one written decision was produced that decided applications for both a reasonable use exception and a variance). Of the total costs billed related to land use applications, \$10,178.50 were for the Wallace Cottages decision. The average cost per decision on a land use application was \$4,350. If the cost of the Wallace Cottages decision is subtracted as the outlier, the average cost per decision was \$3,901 during the contract period.

We believe these costs for appeals and applications to be in line with other jurisdictions where we serve as hearing examiners. In addition, all land use application decisions were issued in a timely manner (10 business days of the record closing) and in compliance with state and local law.

It has been a pleasure serving the City of Bainbridge Island as its Hearing Examiner. We look forward to continuing our work with the City throughout 2020 and beyond.

-Ted Hunter & Andrew Reeves
Sound Law Center



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:35 PM) Amendment No. 2 to the Contract for Indigent Defense Services - Executive,

SUMMARY:

Extension of the Contract for Indigent Defense Services with Thomas S. Alpaugh. If approved, Amendment No. 2 would extend the Contract for Indigent Defense Services through December 31, 2020.

AGENDA CATEGORY: Contract

PROPOSED BY: Executive

RECOMMENDED MOTION:

I move to forward Amendment No. 2 to the Contract for Indigent Defense Services with Thomas S. Alpaugh for approval with the November 26, 2019 Consent Agenda.

STRATEGIC PRIORITY: Safe City

FISCAL IMPACT:

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

BACKGROUND: Through the Contract for Indigent Defense Services, the City provides legal representation to individuals who have been charged with a crime on Bainbridge Island and cannot afford an attorney.

On July 29, 2015, the City and Thomas S. Alpaugh executed the Contract for Indigent Defense Services. On December 26, 2018, the parties executed Amendment No. 1, which extended the Contract for Indigent Defense Services through December 31, 2019.

As proposed, Amendment No. 2 would further extend the Contract for Indigent Defense Services through December 31, 2020, at an annual base cost of \$53,812.50, plus additional fees, as incurred, related to appeals and trials. The potential additional fees are outlined in more detail in the Contract for Indigent Defense Services approved on July 29, 2015.

Attached are the quarterly reports submitted to date by Mr. Alpaugh in 2019.

While Mr. Alpaugh's services have been entirely satisfactory, staff anticipates undertaking a competitive RFP process in 2020 to solicit proposals for indigent defense services for a multi-year term to begin on January 1, 2021. This is to ensure that the residents of Bainbridge Island are receiving indigent defense services that are both high quality and cost-effective.

ATTACHMENTS:

[Amendment No. 2 to Contract for Indigent Defense Services - THOMAS ALPAUGH](#)

[Amendment No. 1 to Contract for Indigent Defense Services - THOMAS ALPAUGH](#)

[Contract for Indigent Defense Services - THOMAS ALPAUGH](#)

[Q1-Q3 2019 - Public Defender Tracking](#)

FISCAL DETAILS: There is \$65,000 of budget set aside in 2019 for this contract in the general fund with \$41,000 spent year-to-date through September 2019 leaving \$24,000 available.

Fund Name(s): General Fund

Coding:

**AMENDMENT NO. 2 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 2 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES (“Amendment”) amends the Contract for Indigent Defense Services (“Agreement”) entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Thomas S. Alpaugh (“Public Defender”).

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, on December 26, 2018, the parties executed Amendment No. 1 to the Agreement, providing for a COLA and extending the term of the Agreement through December 31, 2019; and

WHEREAS, the City desires to further extend the term of the Agreement through December 31, 2020; and

WHEREAS, the Public Defender is willing to continue providing the indigent defense services, under the terms of the Agreement, in 2020.

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

1. Section 3 of the Agreement is hereby amended to read as follows:

3. Term. The term of this Agreement shall be from the date of execution through ~~December 31, 2019~~ December 31, 2020, unless sooner terminated as provided herein.

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

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

THOMAS S. ALPAUGH

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Thomas S. Alpaugh
WSBA # 18471

Morgan Smith, City Manager

**AMENDMENT NO. 1 TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

THIS AMENDMENT NO. 1 TO THE CONTRACT FOR INDIGENT DEFENSE SERVICES (“Amendment”) amends the Contract for Indigent Defense Services (“Agreement”) entered into on July 29, 2015, by the City of Bainbridge Island, a Washington State municipal corporation, (“City”) and Thomas S. Alpaugh (“Public Defender”).

WHEREAS, the City and the Public Defender entered into the Agreement to provide indigent defense services on Bainbridge Island; and

WHEREAS, the City desires to extend the term of the Agreement until December 31, 2019; and

WHEREAS, the Public Defender is willing to continue providing the indigent defense services in exchange for a 2.5% cost of living increase in the compensation paid under the terms of the Agreement for 2019.

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

1. Section 2 of the Agreement is hereby amended to read as follows:

2. Compensation. Beginning January 1, 2019, The the City shall pay the Public Defender a flat fee of ~~Fifty Two Thousand Five Hundred Dollars (\$52,500.00)~~ Fifty-Three Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$53,812.50) per year in equal monthly installments upon receipt of an invoice in a form approved by the City. If appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

In consideration of the Public Defender providing Public Defense services to the City from July 1, 2018, through October 31, 2018, the City has previously paid the Public Defender ~~Seventeen Thousand Five Hundred Dollars (\$17,500.00)~~. The Public Defender acknowledges that such payment adequately compensated the Public Defender for his work during that time period.

In consideration of the Public Defender providing Public Defense services to the City from November 1, 2018, through December 31, 2018, the City agrees to pay the Public Defender a flat fee of ~~Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00)~~, to be paid in equal monthly installments upon receipt of an invoice in a form approved by the City.

If, during the term of this Agreement, the Public Defender is appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and

Decision including, by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he will devote his full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his ability to perform under this Agreement or reduce the case count available to the Public Defender.

2. Section 3 of the Agreement is hereby amended to read as follows:

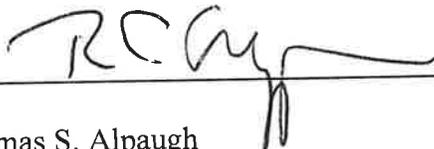
3. Term. The term of this ~~agreement~~ Agreement shall be from the date of execution for a ~~three (3) year initial term~~ through ~~June 30, 2018~~ December 31, 2019, unless sooner terminated as provided herein. ~~The Agreement may be extended for two (2) additional one (1) years terms at the mutual agreement of the parties, not to exceed five (5) years in total.~~

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

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

THOMAS S. ALPAUGH

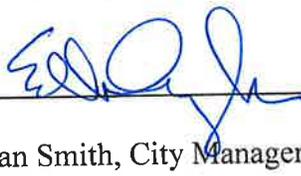
Date: 12-24-18

By: 

Thomas S. Alpaugh
WSBA # 18471

CITY OF BAINBRIDGE ISLAND

Date: 12-26-2018

By: 

Morgan Smith, City Manager

Ellen Schroer, Acting City Manager

CONTRACT FOR INDIGENT DEFENSE SERVICES

THIS CONTRACT FOR INDIGENT DEFENSE SERVICES (this "Agreement") is entered into by and between the City of Bainbridge Island, a municipal corporation (the "City"), and Thomas S. Alpaugh (the "Public Defender").

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to enter into this Agreement to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 2014-14.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution No. 2014-14 as the same exists or is hereafter amended (the "Standards") and the Decision. The Public Defender individually warrants that he has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement. The Public Defender shall also represent all defendants in Superior Court who elect to appeal a municipal court conviction and whose application for appointed counsel has been approved. Such representation shall include, but not be limited to, attendance at appeal hearings in Superior Court. If a defendant represented by Attorney hereunder elects to appeal a conviction to Superior Court, the Public Defender shall be responsible for timely filing of a Notice of Appeal to Superior Court.

1.1 The Public Defender shall certify compliance with Supreme Court Rule and governing case load quarterly with the City's Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender warrants that he shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non criminal matters.

1.3 The Public Defender further warrants that his proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Compensation. The City shall pay Public Defender a flat fee of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) per year. If appointed to represent a defendant in an appeal to Superior Court, the Public Defender shall be paid at the rate of \$40.00 per hour for work performed in such representation, not to exceed \$400.00 per case.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on

experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he will devote his full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his ability to perform under this Agreement or reduce the case count available to the Public Defender.

2.1 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately one hundred (100) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City adopts an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.4.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research; and

- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.4.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 Process Service. The normal, reasonable cost for the service of a subpoena.

2.5 Review and Renegotiation.

2.5.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed one hundred ten (112) cases per year or twenty eight (28) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly case loads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this contract and comply with state and local standards.

2.5.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the

Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a three (3) year initial term through June 30, 2018, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$1,000,000 each claim.

6.1.3 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal.

state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement: Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY:
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Attorney

PUBLIC DEFENDER:
Thomas S. Alpaugh
600 Winslow Way E., Suite 131
Bainbridge Island, WA 98110

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

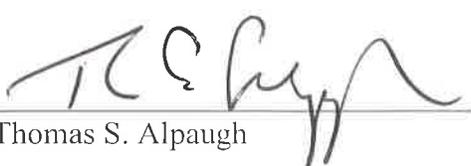
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the City Attorney, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Public Defender's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Kitsap County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 29th day of July, 2015.

CITY OF BAINBRIDGE ISLAND

By: 
Douglas Schulze, City Manager

PUBLIC DEFENDER

By: 
Thomas S. Alpaugh

Public Defense Statistics

	Jan	Feb	March	April	May	June	July
Dispositions/Motions Practice							
Deferred Prosecutions	0	0	0	0	0	0	0
Pre-Trial Diversion Agreements	2	2	0	1	1	1	0
Compromise of Misdemeanors	0	0	0	0	0	0	0
Plead as Charged	0	0	3	0	0	0	0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	0	1	1	0	0	0	0
Stipulated Facts Trial	2	1	2	1	2	3	0
Bench Trial	0	0	0	0	0	0	0
Jury Trial	0	0	0	0	0	0	0
CrRLJ 3.6 Motions	0	0	0	0	0	0	0
Knapstad Motions	0	0	0	0	0	0	0
Dismissals	1	0	2	4	5	2	0
Resources Utilized							
WDA - Immigration Case Assistance	0	0	0	0	0	0	0
Expert Consulted	0	0	0	0	0	0	0
Investigator	0	0	0	0	0	1	0
Interpreter	0	0	0	0	0	0	0
Referred to Mental Health/Competency Evaluation		0	0	1	0	0	0
Continuing Legal Education Hours							
WDA	0	0	0	0	0	0	0
WACDL	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Cases Appointed							
New Filings	6	2	2	6	2	0	8
Post Conviction		0	0	0	1	2	0
Late Night In Custody Calls	1	1	1		0	0	0
Bar Complaints from Public Defense Clients							
	0	0	0	0	0	0	0
Jail Visits							
Jail Visits	2	2	1				
Other Client Caseloads							
Cases appointed to Poulsbo Court	25	13	2	0	0	0	0
Private Cases	2	2	0	4	2	2	4

Year 2018

August	Sept	Oct	Nov	Dec	Total
0	0	0	0	0	0
1	4	0	0	0	12
0	0	0	0	0	0
0	0	0	0	0	3
2	0	0	0	0	4
0	0	0	0	0	11
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	6	0	0	0	20
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	
0	0	0	0	0	0
0	0	0	0	0	
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
2	8	0	0	0	
1	0	0	0	0	4
0		0			
0	0	0	0	0	40
3	4	0	0	0	23

Public Defense Statistics

Prepared by:

For the Month of:

January 2019

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements				1	1	2
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						
Stipulated Facts Trial				1	1	2
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)		1				1
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation		1				1
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New filings for month	1	2	1	1	1	6
Late Night In Custody Calls		1				1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits		1	1			2
Other Client Caseloads						
Poulsbo Public Defense						25
Private Cases						2

Public Defense Statistics

Prepared by:

For the Month of:

February

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements	1			1		2
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	1					1
Stipulated Facts Trial		SNOW		1		1
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)						
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New Filings	1	1				2
Late Night In Custody Calls			1			1
Bar Complaints from Public Defense Clients						
Jail Visits						
Jail Visits		1		1		2
Other Client Caseloads						
Poulsbo Public Defense						13
Private Case						2

Public Defense Statistics

Prepared by:

For the Month of:

March

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements						0
Compromise of Misdemeanors						0
Plead as Charged	1			2		3
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)	1					1
Stipulated Facts Trial	2					2
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)	1			1		2
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						
Cases Appointed						
New Filings	1	1				2
Late Night In Custody Calls			1			1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits			1			1
Other Client Caseloads						
Poulsbo Public Defense						2
Private Cases						0

Public Defense Statistics

Prepared by:

For the Month of:

April

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements			1			1
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						0
Stipulated Facts Trial				1		1
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)	2			2		4
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation					1	1
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New Filings			1	2	3	6
Late Night In Custody Calls				1		1
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits	1	1	1	1		4
Other Client Caseloads						
Private Cases	3		1			4

Public Defense Statistics

Prepared by:

For the Month of:

May

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements			1			1
Compromise of Misdemeanors						0
Plead as Charged						0
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						0
Stipulated Facts Trial	1	1				2
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)		3	2			5
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator						0
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						0
WACDL						0
Other						0
Cases Appointed						
New Filings			1	1		2
Late Night In Custody Calls				1		1
						0
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits	2	1	1			4
Other Client Caseloads						
Private cases	1		1			2

Public Defense Statistics

Prepared by:

For the Month of:

June

	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Dispositions/Motions Practice						
Deferred Prosecutions						0
Pre-Trial Diversion Agreements			1			1
Compromise of Misdemeanors						0
Plead as Charged						
Plead as Amended (including reductions from gross misdemeanors to misdemeanors, striking special allegations and dismissing counts on a complaint)						0
Stipulated Facts Trial		1	1	1		3
Bench Trial						0
Jury Trial						0
CrRLJ 3.6 Motions						0
Knapstad Motions						0
Dismissals (entire complaint or reduction from criminal charge to infraction)			1	1		2
Resources Utilized						
WDA - Immigration Case Assistance						0
Expert Consulted						0
Investigator				1		1
Interpreter						0
Referred to Mental Health/Competency Evaluation						0
Continuing Legal Education Hours						
WDA						
WACDL						0
Other						0
Cases Appointed						
New Filings	1		1			2
In Custody Calls	1			1		2
						0
Bar Complaints from Public Defense Clients						
						0
Jail Visits						
Jail Visits	1					1
Other Client Caseloads						
Private Cases		1	1			2



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:40 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

- B. Accounts Payable and Payroll
- C. City Council Study Session Minutes, October 15, 2019
- D. City Council Regular Business Meeting Minutes, October 22, 2019
- E. First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive
- F. Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works
- G. Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works
- H. Roadside Chipper Procurement - Public Works

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Executive

RECOMMENDED MOTION: I move to approve the Consent Agenda, as presented.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME:

AGENDA ITEM: Accounts Payable and Payroll

SUMMARY: Approve with consent agenda.

AGENDA CATEGORY: Consent Agenda

PROPOSED BY: Finance & Administrative Services

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Payroll.pdf](#)

[Report to Council of Cash Disbursements 11-13-19.pdf](#)

FISCAL DETAILS:

Fund Name(s):

Coding:

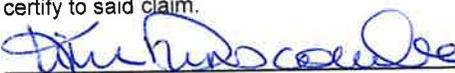
PAYROLL

PAYROLL CHECK RUN: 11 - 05 - 2019 & 11 - 08 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	11/5/2019	46212 - 46339	Regular check run (Direct Dep)	300,222.37
Normal	11/5/2019	109168 - 109172	Regular check run (Paper Checks)	11,113.76
Vendor	11/5/2019	109173 - 109184	Vendor check run (Paper Checks)	329,094.21
EFTPS	11/5/2019	N/A	Federal Tax Electronic Transfer	112,561.00
Vendor	11/5/2019	N/A	P/R vendor ACH	237.50
Retro	11/8/2019	46340 - 46360	Police Retro check run (Direct Dep)	58,692.21
Retro	11/8/2019	109185 - 109189	Police Retro vendor check run	12,927.71
EFTPS	11/8/2019	N/A	Federal Tax Electronic Transfer	20,490.18
			TOTAL:	845,338.94

Prepared and Reviewed by:  Date 11-7-19
 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 11/7/19
 Kimberly M. Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: October 21, 2019 - November 11, 2019
CITY COUNCIL: October 22, 2019 - November 12, 2019

Last check from previous run: 351925 dated 10/23/19 issued to Roost Neighborhood PHIA for \$273.45.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH	10/22/19	359	WA State DOR/Unclaimed property 2019	239.21
EFT	10/25/19	360	WA State DOR/Excise taxes - September 2019	15,700.15
ACH	10/25/19	361	COBI/Utility billing - October 2019	6,451.56
ACH	10/25/19	362	WA State DOL/Firearm dealer permits - October 2019	125.00
ACH	10/25/19	363	WA State DOL/Concealed weapon permits - October 2019	162.00
VOID	1/1/17	343320	Barbara Eddy/2016 SSWM Refund - 1 ERU: reported as UCP	N/A
VOID	7/26/17	344984	Kevin Guilfoyle/Moorage fee refund: reported as UCP	N/A
VOID	1/10/18	346407	Linrothe, Donald & Denise/UB refund: reported as UCP	N/A
VOID	6/13/18	347634	Fagerstrom, Jessica/UB refund: reported as UCP	N/A
VOID	6/13/18	347694	Thompson, Jeff/UB refund: reported as UCP	N/A
VOID	7/11/18	347947	Mathews, Scott/UB refund: reported as UCP	N/A
VOID	11/28/18	349147	PW/Int'l Society of Arboriculture/Lost check	N/A
VOID	9/25/19	351616	UB/Thomas Stansell/Error: duplicate payment	N/A
VOID	10/18/19	351926	ENG/COBI/print key error	N/A
VOID	10/18/19	351927	ENG/Sound Pacific Construction/print key error	N/A
VOID	10/18/19	351928	ENG/COBI/print key error	N/A
VOID	10/18/19	351929	ENG/Sound Pacific Construction/print key error	N/A
VOID	10/29/19	351954	EX/Andrew Pascua/check print error	N/A
VOID	11/13/19	352064	ENG/Ridgeback Excavating/Reprint	N/A
Manual	10/18/19	391930	ENG/COBI/PLN51474 SSDP renoticing fee	200.00
Manual	10/18/19	391931	ENG/Sound Pacific Construction/Olympic Drive non-motorized impr.	478,917.51
Manual	10/22/19	391932	POL/All-Shred/Mobile shredding	64.00
Manual	10/22/19	391933	PCD/AWC/Cobra - November 2019	843.12
Manual	10/22/19	391934	POL/Axon Enterprises/Licenses, tasers, holsters	5,840.22
Manual	10/22/19	391935	POL/Bainbridge Review/Classifieds: property	74.00
Manual	10/22/19	391936	CenturyLink/Madison SLS, Ferncliff PRV telemetry	511.52
Manual	10/22/19	351937	POL/Kelly Imaging/Color copier overages	285.76
Manual	10/22/19	351938	POL/OSPI/Fingerprinting	588.25
Manual	10/22/19	351939	POL/Elizabeth Ozimek/Park deposit refund	200.00
Manual	10/22/19	351940	POL/PW/Toshiba/Copier leases	622.17
Manual	10/22/19	351941	PW/WETRC/Control valve class: RN, RG, KY	540.00
Manual	10/24/19	351942	POL/COBI-Travel/PCC Training: Everett, WA	52.46
Manual	10/29/19	351943	PW/Air Management Solutions/Building services	5,562.82
Manual	10/29/19	351944	POL/AT&T/Wireless charges	1,657.60
Manual	10/29/19	351945	CenturyLink/Weaver PRV water telemetry	58.32
Manual	10/29/19	351946	LEGAL/Thomas Alpaugh/Public defense services - October 2019	4,483.93
Manual	10/29/19	351947	Puget Sound Energy/Green power, treatment plant SLS	937.84
Manual	10/29/19	351948	WA Water Service/Decant facility water - October 2019	166.68
Manual	10/29/19	351949	EX/Colleen Almojuela/IPD: panelist	100.00
Manual	10/29/19	351950	EX/Gina Corpuz/IPD: panelist, coordinator	450.00
Manual	10/29/19	351951	EX/Anna Hansen/IPD: panelist	100.00
Manual	10/29/19	351952	EX/Dale Harry/IPD: Speaker, teacher, song	500.00
Manual	10/29/19	351953	EX/Lawrence Miguel/IPD: chicken dance	150.00
Manual	10/29/19	351955	EX/Andrew Pascua/IPD: panelist	100.00
Manual	10/30/19	351956	PW/Bud Clary Chevrolet/2020 Chevy Colorado	39,748.65
Manual	10/30/19	351957	WA State Department of L&I/Volunteer hours - Q3 2019	72.37
Manual	11/4/19	351958	ENG/COBI/Retainage: Old WWTP lift station improvements	7,311.50
Manual	11/4/19	351959	ENG/Gary Harper Const./Old WWTP lift station improvements	152,079.19
Manual	11/6/19	351960	PW/One Way Backflow Testing/2019 annual backflow testing	1,752.00
Manual	11/6/19	352092	EX/Leon Rattler/IPD: guest speaker	100.00

Total Manual Checks and Electronic Disbursements	726,508.62
---	-------------------

Regular Run	11/13/19	351961-352091	Total Regular Check Run	431,580.43	
				Total Disbursements	1,158,089.05

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.

 11-7-2019
 Karl R. Shaw, Accounting Manager Date

ACH - UCP 2019

(CF) 10/23/19

10/23/2019 09:11 | 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
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 INVOICE DTL DESC

359	10/22/2019	MANL	124 WA ST DEPT OF REVENU	235345	UCP2019	10/22/2019	ACHUCP10		239.21
Invoice: UCP2019									
						2019 UNCLAIMED PROPERTY REMITTANCE			
				146.76	43134	343830	STORM DRAINAGE FEES		
				22.00	01136	362900	DOCK USE & RELATED PARKING		
				6.42	415	122100	ROCKAWAY WATER ACCOUNTS REC		
				26.74	411	122100	WATER ACCOUNTS RECEIVABLE		
				29.28	411	122100	WATER ACCOUNTS RECEIVABLE		
				8.01	411	122100	WATER ACCOUNTS RECEIVABLE		

CHECK 359 TOTAL: 239.21

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 239.21

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	239.21

*** GRAND TOTAL *** 239.21

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	381							
APP 403-213000	10/22/2019	ACHUCP10	UCP			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL	146.76	
APP 635-111100	10/22/2019	ACHUCP10	UCP			CASH AP CASH DISBURSEMENTS JOURNAL		239.21
APP 001-213000	10/22/2019	ACHUCP10	UCP			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL	22.00	
APP 401-213000	10/22/2019	ACHUCP10	UCP			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL	70.45	
GENERAL LEDGER TOTAL							239.21	239.21
APP 631-130000	10/22/2019	ACHUCP10	UCP			DUE TO/FROM CLEARING	239.21	
APP 403-130000	10/22/2019	ACHUCP10	UCP			DUE TO/FROM CLEARING		146.76
APP 001-130000	10/22/2019	ACHUCP10	UCP			GENERAL - DUE TO/FROM CLEARING		22.00
APP 401-130000	10/22/2019	ACHUCP10	UCP			DUE TO/FROM CLEARING		70.45
SYSTEM GENERATED ENTRIES TOTAL							239.21	239.21
JOURNAL 2019/10/381 TOTAL							478.42	478.42

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	381	10/22/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		22.00
001-213000				GENERAL - ACCOUNTS PAYABLE	22.00	
				FUND TOTAL	22.00	22.00
401 WATER OPERATING FUND	2019 10	381	10/22/2019			
401-130000				DUE TO/FROM CLEARING		70.45
401-213000				ACCOUNTS PAYABLE	70.45	
				FUND TOTAL	70.45	70.45
403 STORM & SURFACE WATER FUND	2019 10	381	10/22/2019			
403-130000				DUE TO/FROM CLEARING		146.76
403-213000				ACCOUNTS PAYABLE	146.76	
				FUND TOTAL	146.76	146.76
631 CLEARING FUND	2019 10	381	10/22/2019			
631-130000				DUE TO/FROM CLEARING	239.21	
635-111100				CASH		239.21
				FUND TOTAL	239.21	239.21

10/23/2019 09:11
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		22.00
401 WATER OPERATING FUND		70.45
403 STORM & SURFACE WATER FUND		146.76
631 CLEARING FUND	239.21	
	<hr/>	<hr/>
TOTAL	239.21	239.21

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

EFT - Excise 09/19

CF 10/23/19

10/23/2019 09:12 |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

360 10/25/2019 MANL 124 WA ST DEPT OF REVENU 235319 SEP19 09/30/2019 EFTOCT19 15,700.15
Invoice: SEP19

				SEP 2019 EXCISE TAXES	
631.27	91411341	553000			FINANCE - WATER EXTRNL TAXES
1,639.41	91421351	553000			FINANCE - SEWER - EXTRNL TAXES
5,766.85	91421351	553000			FINANCE - SEWER - EXTRNL TAXES
27.91	91421351	553000			FINANCE - SEWER - EXTRNL TAXES
12.85	91411341	553000			FINANCE - WATER EXTRNL TAXES
66.14	91411341	553000			FINANCE - WATER EXTRNL TAXES
866.54	91431383	553000			FINANCE - SSWM - EXTRNL TAXES
5,934.16	91411341	553000			FINANCE - WATER EXTRNL TAXES
689.70	91421351	553000			FINANCE - SEWER - EXTRNL TAXES
3.10	31011572	531100			EX-GF-OUTREACH-SUPPLIES
24.21	51011211	53110000589			PD-COMM OUTREACH-SUPPLIES
15.03	62471591	531100			BLDG - BLDG OFFICE SUPPLIES
12.72	63470586	544000			CUR-DEV-ZONING-ADV
10.26	81011881	548500			IT - C/E COMPUTER SUPPORT

CHECK 360 TOTAL: 15,700.15

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 15,700.15

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	15,700.15

*** GRAND TOTAL *** 15,700.15

10/23/2019 09:12
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	382								
APP 401-213000	10/25/2019	EFTOCT19	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		6,644.42	
APP 635-111100	10/25/2019	EFTOCT19	EXCISE			CASH AP CASH DISBURSEMENTS JOURNAL			15,700.15
APP 402-213000	10/25/2019	EFTOCT19	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,123.87	
APP 403-213000	10/25/2019	EFTOCT19	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		866.54	
APP 001-213000	10/25/2019	EFTOCT19	EXCISE			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		37.57	
APP 407-213000	10/25/2019	EFTOCT19	EXCISE			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		27.75	
GENERAL LEDGER TOTAL								15,700.15	15,700.15
APP 631-130000	10/25/2019	EFTOCT19	EXCISE			DUE TO/FROM CLEARING		15,700.15	
APP 401-130000	10/25/2019	EFTOCT19	EXCISE			DUE TO/FROM CLEARING			6,644.42
APP 402-130000	10/25/2019	EFTOCT19	EXCISE			DUE TO/FROM CLEARING			8,123.87
APP 403-130000	10/25/2019	EFTOCT19	EXCISE			DUE TO/FROM CLEARING			866.54
APP 001-130000	10/25/2019	EFTOCT19	EXCISE			GENERAL - DUE TO/FROM CLEARING			37.57
APP 407-130000	10/25/2019	EFTOCT19	EXCISE			DUE TO/FROM CLEARING			27.75
SYSTEM GENERATED ENTRIES TOTAL								15,700.15	15,700.15
JOURNAL 2019/10/382 TOTAL								31,400.30	31,400.30

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	382	10/25/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		37.57
001-213000				GENERAL - ACCOUNTS PAYABLE	37.57	
FUND TOTAL					37.57	37.57
401 WATER OPERATING FUND	2019 10	382	10/25/2019			
401-130000				DUE TO/FROM CLEARING		6,644.42
401-213000				ACCOUNTS PAYABLE	6,644.42	
FUND TOTAL					6,644.42	6,644.42
402 SEWER OPERATING FUND	2019 10	382	10/25/2019			
402-130000				DUE TO/FROM CLEARING		8,123.87
402-213000				ACCOUNTS PAYABLE	8,123.87	
FUND TOTAL					8,123.87	8,123.87
403 STORM & SURFACE WATER FUND	2019 10	382	10/25/2019			
403-130000				DUE TO/FROM CLEARING		866.54
403-213000				ACCOUNTS PAYABLE	866.54	
FUND TOTAL					866.54	866.54
407 BUILDING & DEVELOPMENT FUND	2019 10	382	10/25/2019			
407-130000				DUE TO/FROM CLEARING		27.75
407-213000				ACCOUNTS PAYABLE	27.75	
FUND TOTAL					27.75	27.75
631 CLEARING FUND	2019 10	382	10/25/2019			
631-130000				DUE TO/FROM CLEARING	15,700.15	
635-111100				CASH		15,700.15
FUND TOTAL					15,700.15	15,700.15

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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			37.57
401 WATER OPERATING FUND			6,644.42
402 SEWER OPERATING FUND			8,123.87
403 STORM & SURFACE WATER FUND			866.54
407 BUILDING & DEVELOPMENT FUND			27.75
631 CLEARING FUND		15,700.15	
	TOTAL	15,700.15	15,700.15

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

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NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 6,451.56

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	6,451.56

*** GRAND TOTAL *** 6,451.56

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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	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
EFF DATE	JNL	DESC					LINE DESC				
2019 10	383										
APP 001-213000							GENERAL - ACCOUNTS PAYABLE		5,240.56		
10/25/2019	ACHUB10	UB					AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100							CASH			6,451.56	
10/25/2019	ACHUB10	UB					AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000							ACCOUNTS PAYABLE		597.56		
10/25/2019	ACHUB10	UB					AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000							STREETS - ACCOUNTS PAYABLE		613.44		
10/25/2019	ACHUB10	UB					AP CASH DISBURSEMENTS JOURNAL				
									-----	-----	
									GENERAL LEDGER TOTAL	6,451.56	6,451.56
APP 631-130000							DUE TO/FROM CLEARING		6,451.56		
10/25/2019	ACHUB10	UB									
APP 001-130000							GENERAL - DUE TO/FROM CLEARING			5,240.56	
10/25/2019	ACHUB10	UB									
APP 402-130000							DUE TO/FROM CLEARING			597.56	
10/25/2019	ACHUB10	UB									
APP 101-130000							STREETS - DUE TO/FROM CLEARING			613.44	
10/25/2019	ACHUB10	UB									
									-----	-----	
									SYSTEM GENERATED ENTRIES TOTAL	6,451.56	6,451.56
									-----	-----	
									JOURNAL 2019/10/383 TOTAL	12,903.12	12,903.12

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	383	10/25/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		5,240.56
001-213000				GENERAL - ACCOUNTS PAYABLE	5,240.56	
				FUND TOTAL	5,240.56	5,240.56
101 STREET FUND	2019 10	383	10/25/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		613.44
101-213000				STREETS - ACCOUNTS PAYABLE	613.44	
				FUND TOTAL	613.44	613.44
402 SEWER OPERATING FUND	2019 10	383	10/25/2019			
402-130000				DUE TO/FROM CLEARING		597.56
402-213000				ACCOUNTS PAYABLE	597.56	
				FUND TOTAL	597.56	597.56
631 CLEARING FUND	2019 10	383	10/25/2019			
631-130000				DUE TO/FROM CLEARING	6,451.56	
635-111100				CASH		6,451.56
				FUND TOTAL	6,451.56	6,451.56

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			5,240.56
101 STREET FUND			613.44
402 SEWER OPERATING FUND			597.56
631 CLEARING FUND		6,451.56	
	TOTAL	6,451.56	6,451.56

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

ACH-FA Oct 19
 (CF) 10/23/19

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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

 362 10/25/2019 MANL 969 DEPARTMENT OF LICENS 235332 OCT19DL 10/21/2019 ACHFA10 125.00
 Invoice: OCT19DL OCT 2019 DEALER'S LICENSE
 125.00 41654860 586000 GUN PERMIT OUT
 CHECK 362 TOTAL: 125.00

363 10/25/2019 MANL 969 DEPARTMENT OF LICENS 235333 OCT19CPL 10/21/2019 ACHFA10 162.00
 Invoice: OCT19CPL OCT 2019 FIREARMS
 162.00 41654860 586000 GUN PERMIT OUT
 CHECK 363 TOTAL: 162.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 287.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	2	287.00

*** GRAND TOTAL *** 287.00

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|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	384					
APP 650-213000					ACCOUNTS PAYABLE	287.00
10/25/2019	ACHFA10	DOL	FA		AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	287.00
10/25/2019	ACHFA10	DOL	FA		AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	287.00
						287.00
APP 631-130000					DUE TO/FROM CLEARING	287.00
10/25/2019	ACHFA10	DOL	FA			
APP 650-130000					DUE TO/FROM CLEARING	287.00
10/25/2019	ACHFA10	DOL	FA			
					SYSTEM GENERATED ENTRIES TOTAL	287.00
						287.00
					JOURNAL 2019/10/384 TOTAL	574.00
						574.00

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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
631 CLEARING FUND	2019 10	384	10/25/2019			
631-130000				DUE TO/FROM CLEARING	287.00	
635-111100				CASH		287.00
				FUND TOTAL	287.00	287.00
650 AGENCY FUND	2019 10	384	10/25/2019			
650-130000				DUE TO/FROM CLEARING		287.00
650-213000				ACCOUNTS PAYABLE	287.00	
				FUND TOTAL	287.00	287.00

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|CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631 CLEARING FUND		287.00	
650 AGENCY FUND			287.00
	TOTAL	287.00	287.00

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

10/22/2019 14:40 | CITY OF BAINBRIDGE ISLAND
 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

VOID - WCP
 (CF) 10/22/19
 KIRS
 10/22/19

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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

343320 01/11/2017 VOID 7165 BARBARA EDDY 210643 202502-4-004-2009 12/31/2016 -146.76
 Invoice: 202502-4-004-2009 2016 SSWM REFUND-1 ERU

-146.76 43134 343830 STORM DRAINAGE FEES

CHECK 343320 TOTAL: -146.76

344984 07/26/2017 VOID 8714 KEVIN GUILFOYLE 214888 577767 07/20/2017 -22.00
 Invoice: 577767 REFUND-MOORAGE FEE

-22.00 01136 362900 DOCK USE & RELATED PARKING

CHECK 344984 TOTAL: -22.00

346407 01/10/2018 VOID 8852 LINROTHER, DONALD & D 218745 65937 12/29/2017 -6.42
 Invoice: 65937 UB 11518 4284 ROCKAWAY BEACH ROAD NE

-6.42 415 122100 ROCKAWAY WATER ACCOUNTS REC

CHECK 346407 TOTAL: -6.42

347634 06/13/2018 VOID 8956 FAGERSTROM, JESSICA 222615 69484 05/31/2018 -26.74
 Invoice: 69484 UB 10449 242 SHANNON DRIVE SE

-26.74 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 347634 TOTAL: -26.74

347694 06/13/2018 VOID 8937 THOMPSON, JEFF 222293 69179 05/17/2018 -29.28
 Invoice: 69179 UB 11208 11875 YBOMALT POINT DRIVE NE

-29.28 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 347694 TOTAL: -29.28

347947 07/11/2018 VOID 8976 MATHEWS, SCOTT L 223492 70301 06/28/2018 -8.01
 Invoice: 70301 UB 11445 6332 MITCHELL LANE NE

-8.01 411 122100 WATER ACCOUNTS RECEIVABLE

CHECK 347947 TOTAL: -8.01

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** -239.21

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	6	239.21

*** GRAND TOTAL *** -239.21

Voiding o/s checks that have
been reported to UCP ✓
as of 10/22/19.

10/22/2019 14:40
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|CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC	
2019 10	369					
APP 403-213000					ACCOUNTS PAYABLE	146.76
10/22/2019	343320	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	146.76
10/22/2019	343320	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 001-213000					GENERAL - ACCOUNTS PAYABLE	22.00
10/22/2019	344984	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	22.00
10/22/2019	344984	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 401-213000					ACCOUNTS PAYABLE	70.45
10/22/2019	346407	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	6.42
10/22/2019	346407	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	26.74
10/22/2019	347634	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	29.28
10/22/2019	347694	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	8.01
10/22/2019	347947	VOIDUP			AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	239.21
						239.21
APP 631-130000					DUE TO/FROM CLEARING	239.21
10/22/2019	01/01/17	VOIDUP				
APP 403-130000					DUE TO/FROM CLEARING	146.76
10/22/2019	01/01/17	VOIDUP				
APP 001-130000					GENERAL - DUE TO/FROM CLEARING	22.00
10/22/2019	01/01/17	VOIDUP				
APP 401-130000					DUE TO/FROM CLEARING	70.45
10/22/2019	01/01/17	VOIDUP				
					SYSTEM GENERATED ENTRIES TOTAL	239.21
						239.21
					JOURNAL 2019/10/369 TOTAL	478.42
						478.42

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|CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 10	369	10/22/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	22.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		22.00
				FUND TOTAL	22.00	22.00
401 WATER OPERATING FUND	2019 10	369	10/22/2019			
401-130000				DUE TO/FROM CLEARING	70.45	
401-213000				ACCOUNTS PAYABLE		70.45
				FUND TOTAL	70.45	70.45
403 STORM & SURFACE WATER FUND	2019 10	369	10/22/2019			
403-130000				DUE TO/FROM CLEARING	146.76	
403-213000				ACCOUNTS PAYABLE		146.76
				FUND TOTAL	146.76	146.76
631 CLEARING FUND	2019 10	369	10/22/2019			
631-130000				DUE TO/FROM CLEARING		239.21
635-111100				CASH	239.21	
				FUND TOTAL	239.21	239.21

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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			22.00
401 WATER OPERATING FUND			70.45
403 STORM & SURFACE WATER FUND			146.76
631 CLEARING FUND		239.21	
	TOTAL	239.21	239.21

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

VOID
 (CF) 11/1/19
 KIRS
 11-1-19

11/01/2019 13:40 | CITY OF BAINBRIDGE ISLAND
 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

INVOICE DTL DESC

349147	11/28/2018	VOID	1833 INT'L SOCIETY OF ARB	227061	12/31/18	11/15/2018	-185.00
	Invoice: 12/31/18					PW/2019 ISA DUES: RN	
						O&M-STREET-MAINT O/H-MISC	
							-185.00
						CHECK 349147 TOTAL:	-185.00
						NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL ***	-185.00
						COUNT AMOUNT	

						TOTAL VOIDED CHECKS 1 185.00	
						*** GRAND TOTAL ***	-185.00

Check for 2019 dues was
 lost & never cashed.
 Stop payment issued. No
 replacement payment will
 be sent for 2019 dues
 as the year is almost
 over.

11/01/2019 13:40
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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 11	7					
APP 101-213000					STREETS - ACCOUNTS PAYABLE	185.00
11/01/2019	349147	VOID			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	185.00
11/01/2019	349147	VOID			AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	185.00 185.00
APP 631-130000					DUE TO/FROM CLEARING	185.00
11/01/2019	11/25/18	VOID				
APP 101-130000					STREETS - DUE TO/FROM CLEARING	185.00
11/01/2019	11/25/18	VOID				
					SYSTEM GENERATED ENTRIES TOTAL	185.00 185.00
					JOURNAL 2019/11/7 TOTAL	370.00 370.00

11/01/2019 13:40
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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
101 STREET FUND	2019 11	7	11/01/2019			
101-130000				STREETS - DUE TO/FROM CLEARING	185.00	
101-213000				STREETS - ACCOUNTS PAYABLE		185.00
				FUND TOTAL	185.00	185.00
631 CLEARING FUND	2019 11	7	11/01/2019			
631-130000				DUE TO/FROM CLEARING		185.00
635-111100				CASH	185.00	
				FUND TOTAL	185.00	185.00

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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
101 STREET FUND			185.00
631 CLEARING FUND		185.00	
	TOTAL	185.00	185.00

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UMPQUA BANK

Stop Payment Confirmation

Submitted:	11/01/2019
Account:	*9677 - Operating Acct
Check number:	349147
Date on check:	11/28/2019
Payee:	
Amount:	\$185.00
Reason:	LOST IN MAIL

Carrie Freitas

From: Karl Shaw
Sent: Friday, November 1, 2019 11:43 AM
To: Carrie Freitas
Subject: RE: Missing Payment

Sounds good to me, work with Chuck and Ray, and maybe with the Arborist guy.

From: Carrie Freitas <cFreitas@bainbridgewa.gov>
Sent: Friday, November 1, 2019 11:00 AM
To: Karl Shaw <kshaw@bainbridgewa.gov>
Subject: FW: Missing Payment

Karl,

I have followed up on this lost check numerous times with no success. I was initially receiving responses from the ISA but now they are no longer responding to my emails (see last email sent in August).

I would like to process a stop payment for this check and void the invoice. It has been a year at this point and if we were to issue another check, it would be for the upcoming membership year. I plan to follow up with Chuck and Ray to determine if this is even something that is still needed now that the City has its own arborist. If so, we can start the process over again with a fresh invoice for 2020.

Thoughts?

-Carrie

From: Accounts Payable
Sent: Wednesday, August 28, 2019 3:43 PM
To: 'ISA Customer Service' <isa@isa-arbor.com>
Cc: Curtis H. Conner <cconner@isa-arbor.com>; Elise Cook <ecook@isa-arbor.com>; kbraddy@brightkey.net
Subject: RE: Missing Payment

Good afternoon,

I am following up on this lost check, again. Attached is the affidavit of lost check form – I will need this form filled out before I am able to process a void and reissue of payment.

I would like to get this taken care of as soon as possible, as the payment was issued last November and I have been unable to resolve this to date.

Your assistance in this matter is greatly appreciated.

Thank you,
Carrie

From: ISA Customer Service <isa@isa-arbor.com>
Sent: Friday, July 5, 2019 8:58 AM

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To: Carrie Christianson <cchristianson@bainbridgewa.gov>
Cc: Curtis H. Conner <cconner@isa-arbor.com>; Elise Cook <ecook@isa-arbor.com>; kbraddy@brightkey.net
Subject: Re: Missing Payment

Good Morning,

Thank you for your email. I have copied our accounting department to this email. The new check can be sent to the below address in my signature for processing.

If you have any questions, please feel free to reply to this message or call us directly at 217-355-9411.

Thank you,

Customer Service Team

Ashley P.

International Society of Arboriculture

PO Box 191

Annapolis Junction, MD 20701

(217) 355-9411

(240) 547-1795 Fax

isa@isa-arbor.com Email

www.isa-arbor.com Website



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From: Carrie Christianson <cchristianson@bainbridgewa.gov>
Sent: Wednesday, July 3, 2019 2:24 PM
To: ISA Customer Service
Subject: RE: Missing Payment

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Attached is the affidavit of lost check form that needs to be completed, notarized and returned to us before we are able to issue a replacement.

Please also indicate the correct address where replacement can be mailed.

I have also attached a copy of the payment voucher and backup documentation which includes the membership renewal form for our employee, Ray Navarette.

Let me know if you have any additional questions or concerns.

Thank you,

CARRIE CHRISTIANSON
Senior Accounting Technician – Accounts Payable



www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.8602 (office)

From: ISA Customer Service <isa@isa-arbor.com>
Sent: Wednesday, July 3, 2019 9:23 AM
To: Carrie Christianson <cchristianson@bainbridgewa.gov>
Subject: Re: Missing Payment

Good Morning Carrie,

Thank you for your email. I apologize for the delayed response to this email. We would be more than happy to receive your affidavit form and have it signed confirming we have not received this payment or processed it. Please feel free to submit to this email for us to sign.

If you have any questions, please feel free to reply to this message or call us directly at 217-355-9411.

Thank you,

Cassandra R.

Customer Service Team

International Society of Arboriculture

PO Box 191

Annapolis Junction, MD 20701

(217) 355-9411

(240) 547-1795 Fax

isa@isa-arbor.com Email

www.isa-arbor.com Website



ATTENTION

This E-mail may contain PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the Individual(s) named above. If you are not the intended recipient of this E-mail, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying this E-mail is strictly prohibited. If you have received this E-mail in error, please immediately notify us.

From: Carrie Christianson <cchristianson@bainbridgewa.gov>

Sent: Wednesday, March 27, 2019 6:53 PM

To: ISA Customer Service

Subject: RE: Missing Payment

I am hoping for an update on this, I have not received a response.

Thank you,

CARRIE CHRISTIANSON

Senior Accounting Technician – Accounts Payable



www.bainbridgewa.gov

facebook.com/citybainbridgeisland/

206.780.8602 (office)

From: ISA Customer Service <isa@isa-arbor.com>

Sent: Monday, March 11, 2019 5:38 AM

To: Carrie Christianson <cchristianson@bainbridgewa.gov>

Subject: Re: Missing Payment

Good Afternoon Carrie,

Thank you for your email. I apologize for the delayed response. I will look into this payment and see if we are currently holding it at our new facility for processing. Please allow 24-48 business hours for an update.

If you have any questions, please feel free to reply to this message or call us directly at 217-355-9411.

Thank you,

Cassandra R.

Customer Service Team

International Society of Arboriculture

PO Box 191

Annapolis Junction, MD 20701

(217) 355-9411

(240) 547-1795 Fax

isa@isa-arbor.com Email

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From: Carrie Christianson <cchristianson@bainbridgewa.gov>
Sent: Friday, March 8, 2019 12:36 PM
To: ISA Customer Service
Subject: Missing Payment

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning,

The attached payment was issued in November 2018 and mailed to the address listed on the renewal form: PO Box 3129 - Champaign, IL 61826-3129.

To date, this check has not cleared our bank and is assumed to be lost. The membership renewal form may not have been included with the payment, so even if it was received it would not have been clear for whom the membership renewal was intended.

It is also my understanding that your offices have moved?

Our policy in these situations is to have an affidavit of lost check form filled out for the lost payment.

Please respond letting me know if I need to send a lost payment affidavit form so we can get this matter cleared up.

Sincerely,

CARRIE CHRISTIANSON
Senior Accounting Technician



facebook.com/citybainbridgeisland/
206.780.8602 (office)



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

Vendor
Number
1833

File
Date
11/28/2018

File
Number
00349147

185.00

One Hundred Eighty Five Dollars and 00 cents *****

INT'L SOCIETY OF ARBORICULTURE
PO BOX 3129
CHAMPAIGN IL 61826-3129

FILE COPY

NON-NEGOTIABLE

VOID

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812

Page 1 of 1

File Number: 00349147

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
11/15/2018	12/31/18	PW/2019 ISA DUES: RN	227061	185.00
VOID				
VOID				
				328
Vendor No.	Vendor Name	File No.	File Date	File Amount
1833	INT'L SOCIETY OF ARBORICULTURE	00349147	11/28/2018	185.00

11/01/2019 13:45 | CITY OF BAINBRIDGE ISLAND
cfreitas | MODIFY INVOICES

| P 1
| apinvmt

CLERK: cfreitas

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	ERROR
					STAT	DUE DATE	INVOICE NET	
001833 73633		227061	410012018	11 635	111100 INV	11/15/2018	.00	
INT'L SOCIETY OF ARB	RMT: 2 PW/2019	ISA	DUES: RN			11/25/2018	185.00	
INVOICE: 12/31/18								
73111290 549100		OTHER MISC		N 1		185.00		

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

11/01/2019 13:45 | CITY OF BAINBRIDGE ISLAND
 cfreitas | MODIFY INVOICES

| P 2
 | apinvmnt

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 11	8							
APM 73111290-549100	11/01/2019	VOID INV	001833		73633	O&M-STREET-MAINT O/H-MISC PW/2019 ISA DUES: RN		185.00
1 GENERAL LEDGER TOTAL							.00	185.00
APM 101-213000	11/01/2019	VOID INV	001833			STREETS - ACCOUNTS PAYABLE	185.00	
1 TOTAL							185.00	.00
SYSTEM GENERATED ENTRIES TOTAL							185.00	.00
JOURNAL 2019/11/8 TOTAL							185.00	185.00
2019 11	8							
APM 101-292200	11/01/2019	VOID INV	001833			EXPENDITURE CONTROL		185.00

11/01/2019 13:45
cfreitas

CITY OF BAINBRIDGE ISLAND
MODIFY INVOICES

P 3
apinvmt

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 STREET FUND	2019 11	8	11/01/2019			
101-213000				STREETS - ACCOUNTS PAYABLE	185.00	
101-292200				EXPENDITURE CONTROL		185.00
				FUND TOTAL	185.00	185.00

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

VOID

CF 11/4/19

KRS

11-4-19

11/04/2019 14:16
cfreitas

CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

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

VOUCHER INVOICE

INV DATE PO CHECK RUN

NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
351616	09/25/2019	VOID	9282 THOMAS STANSELL JR	234109	80376	09/09/2019			-42.26
			Invoice: 80376			UB REFUND- 9656 NORTHTOWN LOOP NE			
				-42.26	411	122100		WATER ACCOUNTS RECEIVABLE	
								CHECK 351616 TOTAL:	-42.26
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL *** -42.26
						COUNT	AMOUNT		
						-----	-----		
TOTAL VOIDED CHECKS						1	42.26		
								*** GRAND TOTAL ***	-42.26

Due to UB refund error this refund was paid twice.

Voided check & invoice in Munis.

11/04/2019 14:16
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 11	25								
APP 401-213000						ACCOUNTS PAYABLE			42.26
	11/04/2019	351616	VOID			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH	42.26		
	11/04/2019	351616	VOID			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								42.26	42.26
APP 631-130000						DUE TO/FROM CLEARING			42.26
	11/04/2019	09/22/19	VOID						
APP 401-130000						DUE TO/FROM CLEARING	42.26		
	11/04/2019	09/22/19	VOID						
SYSTEM GENERATED ENTRIES TOTAL								42.26	42.26
JOURNAL 2019/11/25 TOTAL								84.52	84.52

11/04/2019 14:16
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 11	25	11/04/2019			
401-130000				DUE TO/FROM CLEARING	42.26	
401-213000				ACCOUNTS PAYABLE		42.26
				FUND TOTAL	42.26	42.26
631 CLEARING FUND	2019 11	25	11/04/2019			
631-130000				DUE TO/FROM CLEARING		42.26
635-111100				CASH	42.26	
				FUND TOTAL	42.26	42.26

11/04/2019 14:16
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			42.26
631 CLEARING FUND		42.26	
	TOTAL	42.26	42.26

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

11/04/2019 14:17 |CITY OF BAINBRIDGE ISLAND
cfreitas |MODIFY INVOICES

|P 1
|apinvmt

CLERK: cfreitas

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	ERROR
					STAT	DUE DATE	INVOICE NET	
009282 80376		234109	FIN 2019 09 635	111100	INV	09/09/2019	.00	
MITCHELL, ALISSA	RMT: 1 UB REFUND-	9656	NORTHTOWN LOOP NE			09/09/2019	42.26	
INVOICE: 80376			\					
411	122100	ACCT REC		N 1		42.26		

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

11/04/2019 14:17
cfreitas

|CITY OF BAINBRIDGE ISLAND
|MODIFY INVOICES

|P 2
|apinvmnt

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 11	26							
APM 411-122100						WATER ACCOUNTS RECEIVABLE		42.26
	11/04/2019	VOID INV	009282		80376	UB REFUND- 9656 NORTHTOWN		
						1 GENERAL LEDGER TOTAL	.00	42.26
APM 401-213000						ACCOUNTS PAYABLE	42.26	
	11/04/2019	VOID INV	009282					
						SYSTEM GENERATED ENTRIES TOTAL	42.26	.00
						1 JOURNAL 2019/11/26	TOTAL	42.26

11/04/2019 14:17
cfreitas

|CITY OF BAINBRIDGE ISLAND
|MODIFY INVOICES

|P 3
|apinvmnt

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
401	2019 11	26	11/04/2019	WATER OPERATING FUND		
				401-213000	42.26	
				411-122100		42.26
				FUND TOTAL	42.26	42.26

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

VOID

CF 10/30/19

KRS
10-30-19

10/30/2019 08:06 | 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

351954 10/29/2019 VOID 9310 ANDREW PASCUA 235466 10/14/19 10/14/2019 -100.00
Invoice: 10/14/19 EX/IPD: PANELIST

-100.00 31011572 542450 EX-GF-OUTREACH-ADV

CHECK 351954 TOTAL: -100.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -100.00

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 100.00

*** GRAND TOTAL *** -100.00

The check printer jammed & once unjammed, printed the 2nd to last check a second time, resulting in a duplicate check (# 351953) as well as a check printed on plain paper (# 351954). Reprinted 351954.

10/30/2019 08:06
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	JNL DESC	REF 1	REF 2	REF 3	LINE DESC	
EFF DATE						
2019 10	431					
APP 001-213000					GENERAL - ACCOUNTS PAYABLE	100.00
10/30/2019	351954	VOID			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	100.00
10/30/2019	351954	VOID			AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	100.00 100.00
APP 631-130000					DUE TO/FROM CLEARING	100.00
10/30/2019	11/10/19	VOID			GENERAL - DUE TO/FROM CLEARING	100.00
APP 001-130000						
10/30/2019	11/10/19	VOID			SYSTEM GENERATED ENTRIES TOTAL	100.00 100.00
					JOURNAL 2019/10/431 TOTAL	200.00 200.00

10/30/2019 08:06
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	431	10/30/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	100.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		100.00
				FUND TOTAL	100.00	100.00
631 CLEARING FUND	2019 10	431	10/30/2019			
631-130000				DUE TO/FROM CLEARING		100.00
635-111100				CASH	100.00	
				FUND TOTAL	100.00	100.00

10/30/2019 08:06
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			100.00
631 CLEARING FUND		100.00	
	TOTAL	100.00	100.00

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



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

UMPQUA BANK
Bainbridge Island, WA

Vendor Number: 9310
Check Date: 10/29/2019
Check Number: 00351954

VOID 180 DAYS AFTER CHECK DATE

ENDORSEMENT MUST
MATCH PAYEE NAME

\$100.00

Pay One Hundred Dollars and 00 cents *****

To The
Order Of

ANDREW PASCUA
1661 NURSERY AVE
NEAH BAY WA 98357

VOID

⑈00351954⑈ ⑆123205054⑆5980459

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812

Page 1 of 1

Check Number: 00351954

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
10/14/2019	10/14/19	EX/IPD: PANELIST	235466	\$100.00
VOID				
VOID				

345

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
9310	ANDREW PASCUA	00351954	10/29/2019	\$100.00

VOID
 (CF) 11/6/19
 KIRS
 11-6-19

11/06/2019 11:00 | 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

352064 11/13/2019 VOID 9287 RIDGEBACK EXCAVATING 235417 RETREQ1-1028 10/14/2019 21900060 -634.00
 Invoice: RETREQ1-1028 2019 ANNUAL DRNG PRJ-RET

-634.00 72011593 54810001028 M&E CULVERT, FOOT BRIDGE R&M

235469 PAYREQ1-1028 10/14/2019 21900059 -12,046.00

Invoice: PAYREQ1-1028

2019 WANNUAL DRAINAGE PROJECT

-12,046.00 72011593 54810001028 M&E CULVERT, FOOT BRIDGE R&M

CHECK 352064 TOTAL: -12,680.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -12,680.00

COUNT AMOUNT

TOTAL VOIDED CHECKS 1 12,680.00

*** GRAND TOTAL *** -12,680.00

Included retainage (to be paid to COBI)
 in vendor check in error.

Voided payment & retainage invoice
 in order to re-enter & pay correct
 vendors.

11/06/2019 11:00
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	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2019 11	58							
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			12,680.00
	11/06/2019	352064	VOID		AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH		12,680.00	
	11/06/2019	352064	VOID		AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		12,680.00	12,680.00
APP 631-130000					DUE TO/FROM CLEARING			12,680.00
	11/06/2019	11/10/19	VOID		GENERAL - DUE TO/FROM CLEARING		12,680.00	
APP 001-130000								
	11/06/2019	11/10/19	VOID		SYSTEM GENERATED ENTRIES TOTAL		12,680.00	12,680.00
					JOURNAL 2019/11/58	TOTAL	25,360.00	25,360.00

11/06/2019 11:00
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 11	58	11/06/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING	12,680.00	
001-213000				GENERAL - ACCOUNTS PAYABLE		12,680.00
				FUND TOTAL	12,680.00	12,680.00
631 CLEARING FUND	2019 11	58	11/06/2019			
631-130000				DUE TO/FROM CLEARING		12,680.00
635-111100				CASH	12,680.00	
				FUND TOTAL	12,680.00	12,680.00

11/06/2019 11:00
cfreitas

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

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			12,680.00
631 CLEARING FUND		12,680.00	
	TOTAL	12,680.00	12,680.00

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

11/06/2019 11:02 |CITY OF BAINBRIDGE ISLAND
cfreitas |MODIFY INVOICES

P 1
apinvmnt

CLERK: cfreitas

INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUNVOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE	INV DATE	DISCOUNT AMOUNT	ERROR
					STAT	DUE DATE	INVOICE NET	
009287 81619	235417	PW AD2019	10 635	111100	INV	10/14/2019	.00	
RIDGEBACK EXCAVATING	RMT: 0	2019 ANNUAL	DRNG PRJ-RET			11/13/2019	634.00	
INVOICE: RETREQ1-1028								
72011593	548100	01028	REPAIR	21900060	7	N 1	634.00	

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

11/06/2019 11:02 |CITY OF BAINBRIDGE ISLAND
 cfreitas |MODIFY INVOICES

|P 2
 |apinvmnt

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 11	59									
APM	72011593-548100-01028						M&E CULVERT, FOOT BRIDGE R&M			634.00
	11/06/2019 VDR CHNG	009287	21900060	81619			2019 ANNUAL DRNG PRJ-RET 2019			
POL	72011593-548100-01028						M&E CULVERT, FOOT BRIDGE R&M 4		634.00	
	11/06/2019 VDR CHNG	009287	21900060	81619			2019 ANNUAL DRNG PRJ-RET 2019			
1 GENERAL LEDGER TOTAL									634.00	634.00
APM	001-213000						GENERAL - ACCOUNTS PAYABLE		634.00	
	11/06/2019 VDR CHNG	009287								
POL	001-295000						GENERAL - ENCUMBRANCE CONTROL		634.00	
	11/06/2019 VDR CHNG	009287								
POL	001-299900						GENERAL BUD FB RESERV FOR ENC			634.00
	11/06/2019 VDR CHNG	009287								
1 TOTAL									1,268.00	634.00
SYSTEM GENERATED ENTRIES TOTAL									1,268.00	634.00
JOURNAL 2019/11/59 TOTAL									1,268.00	1,268.00
2019 11	59									
APM	001-292200						EXPENDITURE CONTROL			634.00
	11/06/2019 VDR CHNG	009287								

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	GENERAL FUND	2019 11	59	11/06/2019			
	001-213000				GENERAL - ACCOUNTS PAYABLE	634.00	
	001-292200				EXPENDITURE CONTROL		634.00
	001-295000				GENERAL - ENCUMBRANCE CONTROL	634.00	
	001-299900				GENERAL BUD FB RESERV FOR ENC		634.00
FUND TOTAL						1,268.00	1,268.00

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

Manual

CF 10/18/19

KRS
10/18/19

10/18/2019 07:59 | 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

* 351930 10/18/2019 PRD 634 CITY OF BAINBRIDGE I 235302 PLN51474 SSDP 10/15/2019 M101719 200.00
 Invoice: PLN51474 SSDP
 ENG/PLN51474 SSDP RENOTICING FEE
 200.00 72431835 54980000851 2019 DRAINAGE/CULVERT PERMITS
 CHECK 351930 TOTAL: 200.00

* 351931 10/18/2019 PRD 8744 SOUND PACIFIC CONSTR 235305 PAYREQ5-596 10/15/2019 M101719 478,917.51
 Invoice: PAYREQ5-596
 OLYMPIC DRIVE NON MOTORIZED IM
 472,457.56 72334953 66300000596 SR305-OLYMPIC NM-CONSTR
 6,459.95 72413434 66300000596 SR305-OLYMPIC WTR CONSTRUC
 CHECK 351931 TOTAL: 478,917.51

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 479,117.51

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	479,117.51

*** GRAND TOTAL *** 479,117.51

* There is a gap in check sequence (351926-351929) due to a print key error. I used the Munis "rerun" feature, which allowed me to reprint the checks, but then omits the "bad" checks from the register. Attached are the checks affected by the print key error.

10/18/2019 07:59
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	299							
APP 403-213000	10/18/2019	M101719	101819			ACCOUNTS PAYABLE	200.00	
						AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100	10/18/2019	M101719	101819			CASH		479,117.51
						AP CASH DISBURSEMENTS JOURNAL		
APP 301-213000	10/18/2019	M101719	101819			ACCOUNTS PAYABLE	472,457.56	
						AP CASH DISBURSEMENTS JOURNAL		
APP 401-213000	10/18/2019	M101719	101819			ACCOUNTS PAYABLE	6,459.95	
						AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							479,117.51	479,117.51
APP 631-130000	10/18/2019	M101719	101819			DUE TO/FROM CLEARING	479,117.51	
APP 403-130000	10/18/2019	M101719	101819			DUE TO/FROM CLEARING		200.00
APP 301-130000	10/18/2019	M101719	101819			DUE TO/FROM CLEARING		472,457.56
APP 401-130000	10/18/2019	M101719	101819			DUE TO/FROM CLEARING		6,459.95
SYSTEM GENERATED ENTRIES TOTAL							479,117.51	479,117.51
JOURNAL 2019/10/299 TOTAL							958,235.02	958,235.02

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CITY OF BAINBRIDGE ISLAND
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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	299	10/18/2019			
301-130000				DUE TO/FROM CLEARING		472,457.56
301-213000				ACCOUNTS PAYABLE	472,457.56	
				FUND TOTAL	472,457.56	472,457.56
401 WATER OPERATING FUND	2019 10	299	10/18/2019			
401-130000				DUE TO/FROM CLEARING		6,459.95
401-213000				ACCOUNTS PAYABLE	6,459.95	
				FUND TOTAL	6,459.95	6,459.95
403 STORM & SURFACE WATER FUND	2019 10	299	10/18/2019			
403-130000				DUE TO/FROM CLEARING		200.00
403-213000				ACCOUNTS PAYABLE	200.00	
				FUND TOTAL	200.00	200.00
631 CLEARING FUND	2019 10	299	10/18/2019			
631-130000				DUE TO/FROM CLEARING	479,117.51	
635-111100				CASH		479,117.51
				FUND TOTAL	479,117.51	479,117.51

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301 CAPITAL CONSTRUCTION FUND			472,457.56
401 WATER OPERATING FUND			6,459.95
403 STORM & SURFACE WATER FUND			200.00
631 CLEARING FUND		479,117.51	
	TOTAL	479,117.51	479,117.51

** 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

351938	10/22/2019	PRTD	8286 SUPERINTENDENT OF P	235311	15586	10/11/2019		M102119	588.25
	Invoice: 15586					POL/FINGERPRINTING			
				588.25	65438	386110	AGENCY-FINGERPRINT REV TO SPI		
							CHECK	351938 TOTAL:	588.25
351939	10/22/2019	PRTD	9051 ELIZABETH OZIMEK	235312	10/15/19	10/15/2019		M102119	200.00
	Invoice: 10/15/19					POL/REFUND PARK DEPOSIT			
				200.00	62238	386000	PARK/DOCK USE DEPOSIT		
							CHECK	351939 TOTAL:	200.00
351940	10/22/2019	PRTD	6714 TOSHIBA FINANCIAL SE	235315	25717891	10/14/2019		M102119	316.18
	Invoice: 25717891					POL/COPIER LEASE			
				316.18	51011211	545000	PD-C/E-ADMIN RENTS/LEASE		
				235318	25717890		10/14/2019	M102119	305.99
	Invoice: 25717890					PW/E-STUDIO4515AC LEASE			
				305.99	73637891	545000	RENTS & LEASES - OPERATING		
							CHECK	351940 TOTAL:	622.17
351941	10/22/2019	PRTD	9318 WETRC	235341	194158	09/12/2019		M102119	180.00
	Invoice: 194158					PW/CONTROL VALVE CLASS: RN			
				180.00	73411345	443410	O&M-WTR MAINT-TRAINING EXP		
				235343	194160		09/12/2019	M102119	180.00
	Invoice: 194160					PW/CONTROL VALVE CLASS: RG			
				180.00	73411345	443410	O&M-WTR MAINT-TRAINING EXP		
				235344	194159		09/12/2019	M102119	180.00
	Invoice: 194159					PW/CONTROL VALVE CLASS: KY			
				180.00	73411345	443410	O&M-WTR MAINT-TRAINING EXP		
							CHECK	351941 TOTAL:	540.00

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NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 9,569.04

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	9,569.04

*** GRAND TOTAL *** 9,569.04

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	378									
APP 001-213000							GENERAL - ACCOUNTS PAYABLE		7,423.28	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100							CASH			9,569.04
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000							ACCOUNTS PAYABLE		355.26	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000							ACCOUNTS PAYABLE		696.26	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000							ACCOUNTS PAYABLE		588.25	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000							ACCOUNTS PAYABLE		200.00	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000							ACCOUNTS PAYABLE		305.99	
10/22/2019	M102119			102219			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									9,569.04	9,569.04
APP 631-130000							DUE TO/FROM CLEARING		9,263.05	
10/22/2019	M102119			102219						
APP 001-130000							GENERAL - DUE TO/FROM CLEARING			7,423.28
10/22/2019	M102119			102219						
APP 402-130000							DUE TO/FROM CLEARING			355.26
10/22/2019	M102119			102219						
APP 401-130000							DUE TO/FROM CLEARING			696.26
10/22/2019	M102119			102219						
APP 650-130000							DUE TO/FROM CLEARING			588.25
10/22/2019	M102119			102219						
APP 622-130000							DUE TO/FROM CLEARING			200.00
10/22/2019	M102119			102219						
SYSTEM GENERATED ENTRIES TOTAL									9,263.05	9,263.05
JOURNAL 2019/10/378 TOTAL									18,832.09	18,832.09

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	378	10/22/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		7,423.28
001-213000				GENERAL - ACCOUNTS PAYABLE	7,423.28	
				FUND TOTAL	7,423.28	7,423.28
401 WATER OPERATING FUND	2019 10	378	10/22/2019			
401-130000				DUE TO/FROM CLEARING		696.26
401-213000				ACCOUNTS PAYABLE	696.26	
				FUND TOTAL	696.26	696.26
402 SEWER OPERATING FUND	2019 10	378	10/22/2019			
402-130000				DUE TO/FROM CLEARING		355.26
402-213000				ACCOUNTS PAYABLE	355.26	
				FUND TOTAL	355.26	355.26
622 EXPENDABLE TRUST FUND	2019 10	378	10/22/2019			
622-130000				DUE TO/FROM CLEARING		200.00
622-213000				ACCOUNTS PAYABLE	200.00	
				FUND TOTAL	200.00	200.00
631 CLEARING FUND	2019 10	378	10/22/2019			
631-130000				DUE TO/FROM CLEARING	9,263.05	
631-213000				ACCOUNTS PAYABLE	305.99	
635-111100				CASH		9,569.04
				FUND TOTAL	9,569.04	9,569.04
650 AGENCY FUND	2019 10	378	10/22/2019			
650-130000				DUE TO/FROM CLEARING		588.25
650-213000				ACCOUNTS PAYABLE	588.25	
				FUND TOTAL	588.25	588.25

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|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			7,423.28
401 WATER OPERATING FUND			696.26
402 SEWER OPERATING FUND			355.26
622 EXPENDABLE TRUST FUND			200.00
631 CLEARING FUND		9,263.05	
650 AGENCY FUND			588.25
	TOTAL	9,263.05	9,263.05

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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

351942 10/24/2019 PRD 11 CITY OF BAINBRIDGE I 235346 TRVLOCT19TA 10/24/2019 TA102419 52.46

Invoice: TRVLOCT19TA

POL/PCC TRAINING: EVERETT, WA: TA

52.46 55011757 443410

PD-HARBORMASTER-TRAINING

CHECK 351942 TOTAL: 52.46

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 52.46

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 52.46

*** GRAND TOTAL *** 52.46

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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	393					
APP 001-213000					GENERAL - ACCOUNTS PAYABLE	52.46
10/24/2019	TA102419	TA	RTN		AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	52.46
10/24/2019	TA102419	TA	RTN		AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	52.46 52.46
APP 631-130000					DUE TO/FROM CLEARING	52.46
10/24/2019	TA102419	TA	RTN			
APP 001-130000					GENERAL - DUE TO/FROM CLEARING	52.46
10/24/2019	TA102419	TA	RTN			
					SYSTEM GENERATED ENTRIES TOTAL	52.46 52.46
					JOURNAL 2019/10/393 TOTAL	104.92 104.92

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CITY OF BAINBRIDGE ISLAND
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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	393	10/24/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		52.46
001-213000				GENERAL - ACCOUNTS PAYABLE	52.46	
				FUND TOTAL	52.46	52.46
631 CLEARING FUND	2019 10	393	10/24/2019			
631-130000				DUE TO/FROM CLEARING	52.46	
635-111100				CASH		52.46
				FUND TOTAL	52.46	52.46

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001 GENERAL FUND			52.46
631 CLEARING FUND		52.46	
	TOTAL	52.46	52.46

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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										
351943	10/29/2019	PRTD	7726 AIR MANAGEMENT SOLUT	235481	136723	05/01/2019	21900016	M102819	5,562.82	
			Invoice: 136723		AMS BLDG SVCS					
				5,101.11	73011183	54810000495	BLDG SVCS CONTRACT-CH-MAINT			
				461.71	73425358	54810000495	BLDG SVCS CONTR-WWTP-MAINT			
								CHECK	351943 TOTAL:	5,562.82
351944	10/29/2019	PRTD	6420 AT&T MOBILITY	235483	287293538919X102019	10/11/2019		M102819	54.35	
			Invoice: 287293538919X102019		POL/WIRELESS CHARGES: E					
				54.35	91011215	542100	GG-C/E-PD-PHONE			
351944	10/29/2019	PRTD	6420 AT&T MOBILITY	235484	287287004732X102019	10/11/2019		M102819	1,603.25	
			Invoice: 287287004732X102019		POL/WIRELESS CHARGES					
				1,603.25	91011215	542100	GG-C/E-PD-PHONE			
								CHECK	351944 TOTAL:	1,657.60
351945	10/29/2019	PRTD	551 CENTURYLINK	235485	6124OCT19	10/16/2019		M102819	58.32	
			Invoice: 6124OCT19		WEAVER PRV WATER TELEM					
				58.32	91411891	542100	GG-WTR-FAC-PHONE			
								CHECK	351945 TOTAL:	58.32
351946	10/29/2019	PRTD	7849 LAW OFFICE OF THOMAS	235482	OCT19	10/14/2019		M102819	4,483.93	
			Invoice: OCT19		LEGAL/PUB DEF SVCS OCT 2019					
				4,483.93	32011281	541113	LGL-PUBLIC DEFENDER			
								CHECK	351946 TOTAL:	4,483.93
351947	10/29/2019	PRTD	1205 PUGET SOUND ENERGY	235486	4376OCT19	10/18/2019		M102819	849.33	
			Invoice: 4376OCT19		OCT 19 - GREEN POWER CONTRACT					
				849.33	91011189	547100	GG-C/E-CITY HALL-ELECTRIC			
351947	10/29/2019	PRTD	1205 PUGET SOUND ENERGY	235487	4263AUG-SEP19	10/18/2019		M102819	88.51	
			Invoice: 4263AUG-SEP19		TREATMENT PLANT SLS #3					
				88.51	91421355	547100	GG-SWR-ELECTRIC			
								CHECK	351947 TOTAL:	937.84
351948	10/29/2019	PRTD	5271 WASHINGTON WATER SER	235488	48515979187-SEP19	10/18/2019		M102819	166.68	
			Invoice: 48515979187-SEP19		OCT 19 DECANT FACILITY WATER					
				166.68	91435838	547500	GG-DECANT-WATER/SEWER			
								CHECK	351948 TOTAL:	166.68

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NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 12,867.19

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	12,867.19

*** GRAND TOTAL *** 12,867.19

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JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019	10	415									
APP	001-213000		10/29/2019	M102819	102919			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		12,091.97	
APP	635-111100		10/29/2019	M102819	102919			CASH AP CASH DISBURSEMENTS JOURNAL			12,867.19
APP	402-213000		10/29/2019	M102819	102919			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		550.22	
APP	401-213000		10/29/2019	M102819	102919			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		58.32	
APP	403-213000		10/29/2019	M102819	102919			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		166.68	

GENERAL LEDGER TOTAL										12,867.19	12,867.19
APP	631-130000		10/29/2019	M102819	102919			DUE TO/FROM CLEARING		12,867.19	
APP	001-130000		10/29/2019	M102819	102919			GENERAL - DUE TO/FROM CLEARING			12,091.97
APP	402-130000		10/29/2019	M102819	102919			DUE TO/FROM CLEARING			550.22
APP	401-130000		10/29/2019	M102819	102919			DUE TO/FROM CLEARING			58.32
APP	403-130000		10/29/2019	M102819	102919			DUE TO/FROM CLEARING			166.68

SYSTEM GENERATED ENTRIES TOTAL										12,867.19	12,867.19

JOURNAL 2019/10/415 TOTAL										25,734.38	25,734.38

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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	415	10/29/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		12,091.97
001-213000				GENERAL - ACCOUNTS PAYABLE	12,091.97	
				FUND TOTAL	12,091.97	12,091.97
401 WATER OPERATING FUND	2019 10	415	10/29/2019			
401-130000				DUE TO/FROM CLEARING		58.32
401-213000				ACCOUNTS PAYABLE	58.32	
				FUND TOTAL	58.32	58.32
402 SEWER OPERATING FUND	2019 10	415	10/29/2019			
402-130000				DUE TO/FROM CLEARING		550.22
402-213000				ACCOUNTS PAYABLE	550.22	
				FUND TOTAL	550.22	550.22
403 STORM & SURFACE WATER FUND	2019 10	415	10/29/2019			
403-130000				DUE TO/FROM CLEARING		166.68
403-213000				ACCOUNTS PAYABLE	166.68	
				FUND TOTAL	166.68	166.68
631 CLEARING FUND	2019 10	415	10/29/2019			
631-130000				DUE TO/FROM CLEARING	12,867.19	
635-111100				CASH		12,867.19
				FUND TOTAL	12,867.19	12,867.19

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		12,091.97
401	WATER OPERATING FUND		58.32
402	SEWER OPERATING FUND		550.22
403	STORM & SURFACE WATER FUND		166.68
631	CLEARING FUND	12,867.19	
	TOTAL	12,867.19	12,867.19

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

Manual
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 cfreitas | A/P CASH DISBURSEMENTS JOURNAL

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

351949	10/29/2019	PRTD 9311 COLLEEN ALMOJUELA	235367	10/14/19	10/14/2019		11/10/19	100.00
	Invoice: 10/14/19				EX/IPD: PANELIST			
			100.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351949	TOTAL:	100.00
351950	10/29/2019	PRTD 9315 GINA CORPUZ	235420	10/14/19	10/14/2019		11/10/19	450.00
	Invoice: 10/14/19				EX/IPD: PANELEST, COORDINATOR			
			450.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351950	TOTAL:	450.00
351951	10/29/2019	PRTD 9313 ANNA HANSEN	235440	10/14/19	10/14/2019		11/10/19	100.00
	Invoice: 10/14/19				EX/IPD PANELIST			
			100.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351951	TOTAL:	100.00
351952	10/29/2019	PRTD 9309 DALE HARRY	235441	10/14/19	10/14/2019		11/10/19	500.00
	Invoice: 10/14/19				EX/IPD: SPEAKER, TEACHER, SONG & DANCE			
			500.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351952	TOTAL:	500.00
351953	10/29/2019	PRTD 9314 LAWRENCE MIGUEL	235460	10/14/19	10/14/2019		11/10/19	150.00
	Invoice: 10/14/19				EX/IPD: CHICKEN DANCE			
			150.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351953	TOTAL:	150.00
351954	10/29/2019	PRTD 9310 ANDREW PASCUA	235466	10/14/19	10/14/2019		11/10/19	100.00
	Invoice: 10/14/19				EX/IPD: PANELIST			
			100.00	31011572 542450	EX-GF-OUTREACH-ADV			
					CHECK	351954	TOTAL:	100.00

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NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 1,400.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	1,400.00

*** GRAND TOTAL *** 1,400.00

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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	430							
APP 001-213000	10/29/2019	11/10/19	IDP			GENERAL - ACCOUNTS PAYABLE	1,400.00	
						AP CASH DISBURSEMENTS JOURNAL		
APP 635-111100	10/29/2019	11/10/19	IDP			CASH		1,400.00
						AP CASH DISBURSEMENTS JOURNAL		
GENERAL LEDGER TOTAL							1,400.00	1,400.00
APP 631-130000	10/29/2019	11/10/19	IDP			DUE TO/FROM CLEARING	1,400.00	
APP 001-130000	10/29/2019	11/10/19	IDP			GENERAL - DUE TO/FROM CLEARING		1,400.00
SYSTEM GENERATED ENTRIES TOTAL							1,400.00	1,400.00
JOURNAL 2019/10/430						TOTAL	2,800.00	2,800.00

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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	430	10/29/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		1,400.00
001-213000				GENERAL - ACCOUNTS PAYABLE	1,400.00	
				FUND TOTAL	1,400.00	1,400.00
631 CLEARING FUND	2019 10	430	10/29/2019			
631-130000				DUE TO/FROM CLEARING	1,400.00	
635-111100				CASH		1,400.00
				FUND TOTAL	1,400.00	1,400.00

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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
001 GENERAL FUND			1,400.00
631 CLEARING FUND		1,400.00	
	TOTAL	1,400.00	1,400.00

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CF 10/30/19

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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

351955 10/29/2019 PRD 9310 ANDREW PASCUA 235466 10/14/19 10/14/2019 11/10/19 100.00
Invoice: 10/14/19

EX/IPD: PANELIST

100.00 31011572 542450 EX-GF-OUTREACH-ADV

CHECK 351955 TOTAL: 100.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 100.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 100.00

*** GRAND TOTAL *** 100.00

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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	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT		
SRC	EFF DATE						LINE DESC					
2019 10	432											
APP 001-213000	10/29/2019	11/10/19	REPRNT				GENERAL - ACCOUNTS PAYABLE		100.00			
							AP CASH DISBURSEMENTS JOURNAL					
APP 635-111100	10/29/2019	11/10/19	REPRNT				CASH			100.00		
							AP CASH DISBURSEMENTS JOURNAL					
									-----	-----		
									GENERAL LEDGER TOTAL	100.00	100.00	
APP 631-130000	10/29/2019	11/10/19	REPRNT				DUE TO/FROM CLEARING		100.00			
APP 001-130000	10/29/2019	11/10/19	REPRNT				GENERAL - DUE TO/FROM CLEARING			100.00		
									-----	-----		
									SYSTEM GENERATED ENTRIES TOTAL	100.00	100.00	
									-----	-----		
									JOURNAL 2019/10/432	TOTAL	200.00	200.00

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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	432	10/29/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		100.00
001-213000				GENERAL - ACCOUNTS PAYABLE	100.00	
				FUND TOTAL	100.00	100.00
631 CLEARING FUND	2019 10	432	10/29/2019			
631-130000				DUE TO/FROM CLEARING	100.00	
635-111100				CASH		100.00
				FUND TOTAL	100.00	100.00

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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
001 GENERAL FUND			100.00
631 CLEARING FUND		100.00	
	TOTAL	100.00	100.00

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

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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

INVOICE DTL DESC

 351956 10/30/2019 PRD 1350 BUD CLARY CHEVROLET 235555 09356 10/21/2019 21900046 M102919 39,748.65
 Invoice: 09356 2020 CHEVY COLORADO
 39,748.65 73638594 66400000978 2019 ENG 4X4 P/U-EQ REPL
 CHECK 351956 TOTAL: 39,748.65

351957 10/30/2019 PRD 176 WA ST DEPT OF LABOR 235558 2019-Q3 10/29/2019 M102919 72.37
 Invoice: 2019-Q3 Q3 2019 VOLUNTEER HOURS
 21.68 31011256 520000 EX-GF-EMERG PREP-BEN
 49.05 51011211 520000 PD-C/E ADMIN-BENEFITS
 1.46 72011494 52000000996 2019-20 GW MNGT-BEN
 .18 91011176 520000 GG-C/E-WORKERS COMP SVC-ADMIN
 CHECK 351957 TOTAL: 72.37

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 39,821.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	39,821.02

*** GRAND TOTAL *** 39,821.02

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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					LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3				
2019 11	2							
APP 631-213000					ACCOUNTS PAYABLE		39,748.65	
11/01/2019	M102919	103019			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			39,821.02
11/01/2019	M102919	103019			AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		72.37	
11/01/2019	M102919	103019			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							39,821.02	39,821.02
APP 631-130000					DUE TO/FROM CLEARING		72.37	
11/01/2019	M102919	103019			GENERAL - DUE TO/FROM CLEARING			72.37
APP 001-130000								
11/01/2019	M102919	103019						
SYSTEM GENERATED ENTRIES TOTAL							72.37	72.37
JOURNAL 2019/11/2						TOTAL	39,893.39	39,893.39

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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 11	2	11/01/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		72.37
001-213000				GENERAL - ACCOUNTS PAYABLE	72.37	
				FUND TOTAL	72.37	72.37
631 CLEARING FUND	2019 11	2	11/01/2019			
631-130000				DUE TO/FROM CLEARING	72.37	
631-213000				ACCOUNTS PAYABLE	39,748.65	
635-111100				CASH		39,821.02
				FUND TOTAL	39,821.02	39,821.02

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

JOURNAL ENTRIES TO BE CREATED

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FUND		DUE TO	DUE FROM
001 GENERAL FUND			72.37
631 CLEARING FUND		72.37	
	TOTAL	72.37	72.37

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

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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
EFF DATE								
2019 11	23							
APP 402-213000					ACCOUNTS PAYABLE		159,390.69	
11/04/2019	M110419	110419			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			159,390.69
11/04/2019	M110419	110419			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL							159,390.69	159,390.69
APP 631-130000					DUE TO/FROM CLEARING		159,390.69	
11/04/2019	M110419	110419						
APP 402-130000					DUE TO/FROM CLEARING			159,390.69
11/04/2019	M110419	110419						
SYSTEM GENERATED ENTRIES TOTAL							159,390.69	159,390.69
JOURNAL 2019/11/23 TOTAL							318,781.38	318,781.38

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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
402 SEWER OPERATING FUND	2019 11	23	11/04/2019			
402-130000				DUE TO/FROM CLEARING		159,390.69
402-213000				ACCOUNTS PAYABLE	159,390.69	
				FUND TOTAL	159,390.69	159,390.69
631 CLEARING FUND	2019 11	23	11/04/2019			
631-130000				DUE TO/FROM CLEARING	159,390.69	
635-111100				CASH		159,390.69
				FUND TOTAL	159,390.69	159,390.69

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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
402 SEWER OPERATING FUND			159,390.69
631 CLEARING FUND		159,390.69	
	TOTAL	159,390.69	159,390.69

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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

 351960 11/06/2019 PRTD 8954 ONE WAY BACKFLOW TES 235812 PAYREQ11-510-2019 10/30/2019 M110619 1,752.00
 Invoice: PAYREQ11-510-2019 2019 ANNUAL BACKFLOW TESTING

1,752.00 73411349 54110000510 BACKFLOW TEST-PRO SVCS
 CHECK 351960 TOTAL: 1,752.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,752.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	1,752.00

*** GRAND TOTAL *** 1,752.00

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|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 11	56					
APP 401-213000					ACCOUNTS PAYABLE	1,752.00
11/06/2019	M110619	110619			AP CASH DISBURSEMENTS JOURNAL	
APP 635-111100					CASH	1,752.00
11/06/2019	M110619	110619			AP CASH DISBURSEMENTS JOURNAL	
					GENERAL LEDGER TOTAL	1,752.00
						1,752.00
APP 631-130000					DUE TO/FROM CLEARING	1,752.00
11/06/2019	M110619	110619				
APP 401-130000					DUE TO/FROM CLEARING	1,752.00
11/06/2019	M110619	110619				
					SYSTEM GENERATED ENTRIES TOTAL	1,752.00
						1,752.00
					JOURNAL 2019/11/56	TOTAL
						3,504.00
						3,504.00

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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
401 WATER OPERATING FUND	2019 11	56	11/06/2019			
401-130000				DUE TO/FROM CLEARING		1,752.00
401-213000				ACCOUNTS PAYABLE	1,752.00	
				FUND TOTAL	1,752.00	1,752.00
631 CLEARING FUND	2019 11	56	11/06/2019			
631-130000				DUE TO/FROM CLEARING	1,752.00	
635-111100				CASH		1,752.00
				FUND TOTAL	1,752.00	1,752.00

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

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|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401 WATER OPERATING FUND			1,752.00
631 CLEARING FUND		1,752.00	
	TOTAL	1,752.00	1,752.00

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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

352092 11/06/2019 PRTD 9312 LEON RATTLER 235869 10/14/19 10/14/2019 M110619 100.00
 Invoice: 10/14/19 EX/IPD: GUEST SPEAKER

100.00 31011572 542450 EX-GF-OUTREACH-ADV

CHECK 352092 TOTAL: 100.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 100.00

COUNT AMOUNT

TOTAL PRINTED CHECKS 1 100.00

*** GRAND TOTAL *** 100.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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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 11	63								
APP 001-213000						GENERAL - ACCOUNTS PAYABLE		100.00	
	11/06/2019	M110619	110619			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100						CASH			100.00
	11/06/2019	M110619	110619			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								100.00	100.00
APP 631-130000						DUE TO/FROM CLEARING		100.00	
	11/06/2019	M110619	110619						
APP 001-130000						GENERAL - DUE TO/FROM CLEARING			100.00
	11/06/2019	M110619	110619						
SYSTEM GENERATED ENTRIES TOTAL								100.00	100.00
JOURNAL 2019/11/63 TOTAL								200.00	200.00

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CITY OF BAINBRIDGE ISLAND
A/P CASH DISBURSEMENTS JOURNAL

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apcshdab

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	63	11/06/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		100.00
001-213000				GENERAL - ACCOUNTS PAYABLE	100.00	
				FUND TOTAL	100.00	100.00
631 CLEARING FUND	2019 11	63	11/06/2019			
631-130000				DUE TO/FROM CLEARING	100.00	
635-111100				CASH		100.00
				FUND TOTAL	100.00	100.00

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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
001 GENERAL FUND			100.00
631 CLEARING FUND		100.00	
	TOTAL	100.00	100.00

** 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: 45115/1						PW/KEYS			
				37.02	73431835 531100				
						OFFICE SUPPLIES			
				235787	44778/1	09/19/2019		11/10/19	11.98
Invoice: 44778/1						PW/GARDEN HOE			
				11.98	73111264 531100				
						O&M-STREET-TRAF CONTROL-SUPPLY			
						CHECK 351962 TOTAL:			
						818.60			
351963	11/13/2019	PRTD	4899 ADDISON CONSTRUCTION	235363	359448	10/21/2019		11/10/19	187.75
Invoice: 359448						PW/SIDEWALK CONCRETE SUPPLIES			
				187.75	73111261 531100				
						OFFICE SUPPLIES			
						CHECK 351963 TOTAL:			
						187.75			
351964	11/13/2019	PRTD	8057 ADPLANET, INC	235553	15006	10/29/2019		11/10/19	99.88
Invoice: 15006						PCD/CUSTOM PENCILS			
				99.88	62471591 531100				
						BLDG - BLDG OFFICE SUPPLIES			
						CHECK 351964 TOTAL:			
						99.88			
351965	11/13/2019	PRTD	8057 AD PLANET, INC	235362	14995	10/17/2019		11/10/19	272.71
Invoice: 14995						PCD/CUSTOM PENS X500			
				272.71	61011581 531100				
						PCD - C/E ADMIN SUPPLIES			
						CHECK 351965 TOTAL:			
						272.71			
351966	11/13/2019	PRTD	1030 KITSAP RENTALS INC	235364	399785	10/11/2019		11/10/19	273.37
Invoice: 399785						PW/COMPRESSOR, AIR HOSE			
				273.37	73011189 545000				
						O&M - C/E FACIL RENTS & LEASES			
						CHECK 351966 TOTAL:			
						273.37			
351967	11/13/2019	PRTD	9261 AGM ADVERTISING AND	235412	19	10/23/2019		11/10/19	50.00
Invoice: 19						EX/I-976 GRAPHIC			
				50.00	31011572 541100				
						EX-GF-OUTREACH-PROF SVCS			
						CHECK 351967 TOTAL:			
						50.00			
351968	11/13/2019	PRTD	7994 PENINSULA SERVICES	235365	91533	09/30/2019		11/10/19	32.00
Invoice: 91533						CRT/MOBILE SHREDDING			
				32.00	21011125 541100				
						COURT - PROFESSIONAL SERVICES			
						CHECK 351968 TOTAL:			
						32.00			

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

			680.75	73638932 532000				
					INVOICE DTL DESC			
			235375	0117968-IN	10/01/2019		11/10/19	466.73
		Invoice: 0117968-IN			PW/150 GAL DIESEL			
			466.73	73638893 532000				
					O&M-FUEL USE-ALLOCATION			
					CHECK	351972	TOTAL:	5,284.88
351973	11/13/2019	PRTD 1513 AMERICAN PUBLIC WORK	235745	600919-2020	09/09/2019		11/10/19	195.00
		Invoice: 600919-2020			PW/MEMBERSHIP: PC			
			195.00	71011321 549100	PWADM-C/E-DUES/SUBSCR/MEMBERSHP			
					CHECK	351973	TOTAL:	195.00
351974	11/13/2019	PRTD 7821 AUS WEST LOCKBOX	235376	1991462786	10/17/2019		11/10/19	53.99
		Invoice: 1991462786			PW/LAUNDRY SERVICE			
			53.99	73638893 589310	LAUNDRY SERVICES			
			235377	1991453039	10/10/2019		11/10/19	53.99
		Invoice: 1991453039			PW/LAUNDRY SERVICE			
			53.99	73638893 589310	LAUNDRY SERVICES			
					CHECK	351974	TOTAL:	107.98
351975	11/13/2019	PRTD 4365 AUTOMATIC FUNDS TRAN	235378	111461	10/04/2019		11/10/19	9.06
		Invoice: 111461			UB/FINAL BILL PRINT & MAIL			
			1.53	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
			1.53	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
			3.00	91411891 542500	GG-WTR-FAC-POSTAGE			
			3.00	91421891 542500	GG-SWR-FAC-POSTAGE			
			235379	111379	10/01/2019		11/10/19	730.73
		Invoice: 111379			UB/STATEMENT PREP & MAIL			
			158.18	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
			158.18	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
			207.18	91411891 542500	GG-WTR-FAC-POSTAGE			
			207.19	91421891 542500	GG-SWR-FAC-POSTAGE			
					CHECK	351975	TOTAL:	739.79
351976	11/13/2019	PRTD 4861 TASER INTERNATIONAL	235746	SI-1619195	10/28/2019		11/10/19	19,204.80
		Invoice: SI-1619195			POL/EVIDENCE.COM YEAR 2			
			7,210.44	53011212 54850000956	AXON CAMERA SYSTEMS-MAINT			
			11,994.36	53011212 53510000956	AXON CAMERA SYSTEMS-SOFTWARE			
					CHECK	351976	TOTAL:	19,204.80

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			
						140.00	63470586 544000	CUR-DEV-ZONING-ADV	
							CHECK	351980 TOTAL:	560.00
351981	11/13/2019	PRTD	55 SOUND PUBLISHING, IN	235385	BIR876973	10/11/2019		11/10/19	83.82
Invoice: BIR876973						PCD/PHN:ORD 2019-33			
						83.82	61011581 544000	PCD - C/E ADMIN ADVERTISING	
Invoice: BIR876971						235386 BIR876971 10/11/2019 11/10/19 76.74			
						PCD/NOA: PLN51397 SPT			
						76.74	63470586 544000	CUR-DEV-ZONING-ADV	
Invoice: BIR878597						235564 BIR878597 10/25/2019 11/10/19 82.64			
						PCD/PHN: 2019-32			
						82.64	61011581 544000	PCD - C/E ADMIN ADVERTISING	
Invoice: BIR878728						235750 BIR878728 10/25/2019 11/10/19 82.64			
						ENG/RFQ:HS RD IMPR			
						82.64	72321953 64400000966	HS ROAD SAFETY IMPR-ADV	
Invoice: BIR878484						235773 BIR878484 10/25/2019 11/10/19 56.67			
						CC/ORD 2019-15			
						56.67	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR878486						235774 BIR878486 10/25/2019 11/10/19 44.86			
						CC/ORD 2019-29			
						44.86	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR878621						235775 BIR878621 10/25/2019 11/10/19 80.28			
						CC/NPH: ROW PT MONROE DR			
						80.28	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR876907						235776 BIR876907 10/11/2019 11/10/19 76.74			
						CC/ORD 2019-28			
						76.74	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR876816						235777 BIR876816 10/11/2019 11/10/19 89.72			
						CC/ORD 2019-27			
						89.72	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR876917						235778 BIR876917 10/11/2019 11/10/19 48.40			
						CC/ORD 2019-21			
						48.40	11011113 544000	COUNCIL - LEGAL NOTICES	
Invoice: BIR876908						235779 BIR876908 10/11/2019 11/10/19 85.00			
						CC/ORD 2019-31			
						85.00	11011113 544000	COUNCIL - LEGAL NOTICES	
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351982	11/13/2019	PRTD	55 SOUND PUBLISHING, IN	235387	7947047-2424555	09/30/2019		11/10/19	42.89
	Invoice: 7947047-2424555								
				42.89	33011161 544000				
								HR/AD: MAINT TECH I/II	
								HR-C/E-ADVERTISING	
								CHECK 351982 TOTAL:	42.89
351983	11/13/2019	PRTD	4263 BARCO PRODUCTS INC	235388	INVR012814	09/20/2019	21900057	11/10/19	1,523.05
	Invoice: INVR012814								
				1,523.05	73111427 531100				
								TWO TRADITIONAL RECYCLED PLAST	
								OFFICE SUPPLIES	
								CHECK 351983 TOTAL:	1,523.05
351984	11/13/2019	PRTD	8939 BATTLE POINT ASTRONO	235389	7	10/06/2019		11/10/19	1,098.25
	Invoice: 7								
				1,098.25	31011732 54110000297			Q3 CULTURAL FUNDING: ARTISAN ASTR	
								EX-GF-CULTURAL ARTS & SCIENCES	
								CHECK 351984 TOTAL:	1,098.25
351985	11/13/2019	PRTD	7242 BELFAIR HOSE & HYDRA	235390	30214	10/09/2019		11/10/19	508.64
	Invoice: 30214								
				508.64	73111427 548100			PW/#80 PREV. MAINT	
								O&M-ACCESS RDSIDE R&M	
								CHECK 351985 TOTAL:	508.64
351986	11/13/2019	PRTD	5412 BENEFIT ADMINISTRATI	235490	1910513	10/23/2019		11/10/19	255.20
	Invoice: 1910513								
				28.07	21011125 520000			OCTOBER HSA/FSA CARD SVCS	
				45.94	31011131 520000			COURT - BENEFITS	
				35.73	41011141 520000			EX-GF-BEN	
				22.97	51011211 520000			FIN - C/E ADMIN BENEFITS	
				35.73	61011581 520000			PD-C/E ADMIN-BENEFITS	
				81.66	71011321 520000			PCD - C/E ADMIN BENEFITS	
				5.10	81011881 520000			PW - C/E BENEFITS	
								IT - C/E ADMIN BENEFITS	
								CHECK 351986 TOTAL:	255.20
351987	11/13/2019	PRTD	8425 BRIAN HARVEY	235565	BIPD 19-01	10/21/2019		11/10/19	320.00
	Invoice: BIPD 19-01								
				320.00	51011211 541100			POL/ACCREDITATION SERVICES	
								PD-C/E-ADM-PROF SVCS	
								CHECK 351987 TOTAL:	320.00
351988	11/13/2019	PRTD	7178 BAINBRIDGE ISL CHILD	235549	Q3 2019	09/30/2019		11/10/19	2,698.24
	Invoice: Q3 2019								
				2,698.24	31017540 54110000297			Q3 2019 COMMUNITY SERVICES FUN	
								EX-BI CHILD CARE/B&G CLUB	

CASH ACCOUNT: 635	111100	CASH								
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										INVOICE DTL DESC
										CHECK 351988 TOTAL: 2,698.24
351989	11/13/2019	PRTD	7183 BI SPECIAL NEEDS FOU	235391	2479	09/30/2019		11/10/19		3,500.00
			Invoice: 2479							2019-20 COMMUNITY SERVICES FUN
										3,500.00 31017686 54110000297 HOPE HS/BI SP NEEDS/ISLANDTIME
										CHECK 351989 TOTAL: 3,500.00
351990	11/13/2019	PRTD	5202 BAINBRIDGE ARTS & CR	235392	Q3 2019	10/21/2019		11/10/19		3,750.00
			Invoice: Q3 2019							Q3 CULTURAL FUNDING - OPERATING S
										3,750.00 31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES
										235393 Q3-019 10/21/2019 11/10/19 1,816.96
			Invoice: Q3-019							Q3 2019 LTAC: OFF ISLAND ADVERTI
										1,816.96 91140573 541100 GG-TOUR-PROF SERVICES
										CHECK 351990 TOTAL: 5,566.96
351991	11/13/2019	PRTD	64 BAINBRIDGE ISLAND AR	235550	1949	10/21/2019		11/10/19		6,000.00
			Invoice: 1949							Q3 2019 PAC ADMIN SUPPORT
										6,000.00 31024759 54110200297 PUBLIC ART-MNGT SVCS
										CHECK 351991 TOTAL: 6,000.00
351992	11/13/2019	PRTD	567 BAINBRIDGE ISLAND DO	235394	1366	10/18/2019		11/10/19		1,777.84
			Invoice: 1366							Q3 2019 LTAC - MULTI MEDIA DESTIN
										1,777.84 91140573 541100 GG-TOUR-PROF SERVICES
										CHECK 351992 TOTAL: 1,777.84
351993	11/13/2019	PRTD	1341 BLUE SKY PRINTING	235751	132708	10/29/2019		11/10/19		42.99
			Invoice: 132708							POL/BUS CARDS: BURNHAM
										42.99 53011212 531100 PD-C/E-PATROL SUPPLIES
										CHECK 351993 TOTAL: 42.99
351994	11/13/2019	PRTD	4751 BLUEBEAM, INC	235395	1261859	10/21/2019		11/10/19		1,297.10
			Invoice: 1261859							IT/CAD PDF SOFTWARE ANNUAL MAINT
										1,297.10 81011881 548500 IT - C/E COMPUTER SUPPORT
										CHECK 351994 TOTAL: 1,297.10

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351995	11/13/2019	PRTD	9262 BOULDER PARK INC	235397	3108	10/10/2019		11/10/19	4,014.86
	Invoice: 3108					BOIDLIDS MANAGEMENT/DISPOSAL			
				4,014.86	73425358	54790100551	BIOSOLIDS WASTE DISPOSAL		
							CHECK	351995 TOTAL:	4,014.86
351996	11/13/2019	PRTD	8595 BRUCE TITUS FORD, IN	235398	67090895	10/16/2019		11/10/19	197.72
	Invoice: 67090895					POL/VEH 229 MAINT			
				197.72	53011212	548100	POLICE - C/E PATROL MAINTENANC		
				235399	67090812	10/14/2019		11/10/19	186.20
	Invoice: 67090812					POL/VEH 214 MAINT			
				186.20	53011212	548100	POLICE - C/E PATROL MAINTENANC		
				235401	67090628	10/11/2019		11/10/19	1,369.15
	Invoice: 67090628					POL/VEH 201 MAINT			
				1,369.15	53011212	548100	POLICE - C/E PATROL MAINTENANC		
				235403	67089047	08/21/2019		11/10/19	-40.88
	Invoice: 67089047					POL/WARRANTEE CREDIT			
				-40.88	53011212	548100	POLICE - C/E PATROL MAINTENANC		
				235404	67088558	08/07/2019		11/10/19	164.39
	Invoice: 67088558					POL/VEH 212 MAINT			
				164.39	53011212	548100	POLICE - C/E PATROL MAINTENANC		
							CHECK	351996 TOTAL:	1,876.58
351997	11/13/2019	PRTD	360 BUILDERS FIRSTSOURCE	235405	5558026	10/21/2019		11/10/19	67.58
	Invoice: 5558026					PW/LUMBER			
				67.58	73111261	531100	OFFICE SUPPLIES		
				235407	5548211	10/18/2019		11/10/19	76.09
	Invoice: 5548211					PW/LUMBER, STAKES			
				76.09	73111261	531100	OFFICE SUPPLIES		
				235408	5536499	10/17/2019		11/10/19	87.77
	Invoice: 5536499					PW/SCREWS, LUMBER			
				87.77	73111261	531100	OFFICE SUPPLIES		
				235409	5541921	10/17/2019		11/10/19	34.11
	Invoice: 5541921					PW/LUMBER			
				34.11	73111261	531100	OFFICE SUPPLIES		
				235410	5532616	10/16/2019		11/10/19	59.87
	Invoice: 5532616					PW/LUMBER			
				59.87	73111261	531100	OFFICE SUPPLIES		
				235411	5532654	10/16/2019		11/10/19	49.02

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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
CHECK NO	CHK DATE	TYPE VENDOR NAME							
					INVOICE DTL DESC				
Invoice: 5532654					PW/STAKES				
			49.02	73111261 531100	OFFICE SUPPLIES				
			235413	42546188	10/08/2019		11/10/19	141.00	
Invoice: 42546188					PW/MARKING PAINT				
			141.00	73637891 531100	OFFICE SUPPLIES				
			235414	42548196	10/04/2019		11/10/19	141.00	
Invoice: 42548196					PW/MARKING PAINT				
			141.00	73637891 531100	OFFICE SUPPLIES				
							CHECK	351997 TOTAL:	656.44
351998	11/13/2019	PRTD	2133	CALPORTLAND CO	235790	94373497	10/23/2019	11/10/19	1,599.99
Invoice: 94373497					PW/CONCRETE				
			1,599.99	73111261 531100	OFFICE SUPPLIES				
							CHECK	351998 TOTAL:	1,599.99
351999	11/13/2019	PRTD	853	KATHRYN M CARRUTHERS	235587	10/29/19	10/29/2019	11/10/19	60.00
Invoice: 10/29/19					CRT/1 HR PRO TEMP				
			60.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS				
							CHECK	351999 TOTAL:	60.00
352000	11/13/2019	PRTD	551	CENTURYLINK	235752	0399OCT19	10/23/2019	11/10/19	2,876.66
Invoice: 0399OCT19					CITYWIDE TELEMTRY & FAX SVC				
			1,550.70	91425358 542100	GG-WWTP-TELEPHONE/FAX				
			756.96	91411891 542100	GG-WTR-FAC-PHONE				
			72.91	91011755 542100	GG-C/E-COMMONS-PHONE				
			147.48	91011189 542100	GG-C/E-CITY HALL-PHONE				
			222.37	91011897 542100	GG-C/E-O&M YARD FAC-PHONE				
			70.58	91011255 542100	GG-C/E-COURT BLDG-PHONE				
			55.66	91011215 542100	GG-C/E-PD-PHONE				
							CHECK	352000 TOTAL:	2,876.66
352001	11/13/2019	PRTD	460	CITY OF BAINBRIDGE I	235753	POL-2019-10	10/31/2019	11/10/19	7.48
Invoice: POL-2019-10					POL/PETTY CASH REIMB OCT19				
			2.59	53011212 443410	POLICE - C/E PATROL TRAINING				
			4.89	51011215 531100	POLICE - C/E FACIL SUPPLIES				
							CHECK	352001 TOTAL:	7.48
352002	11/13/2019	PRTD	518	WA ST CRIMINAL JUSTI	235585	201133334	10/18/2019	11/10/19	75.00
Invoice: 201133334					POL/INTERVIEW TRAINING: NORTON				
			75.00	53011212 443410	POLICE - C/E PATROL TRAINING				

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								CHECK	352002 TOTAL:	75.00
352003	11/13/2019	PRTD	142 COPIERS NORTHWEST IN	235418	INV2039169	10/22/2019		11/10/19	834.54	
Invoice: INV2039169					EX,FIN/LEASE & OVERAGES					
				417.27	31011131 545000	EX-GF-RENTS & LEASES				
				417.27	41011141 545000	FIN - C/E ADMIN RENTS & LEASES				

								CHECK	352003 TOTAL:	1,370.02
Invoice: INV2038066					235419 INV2038066		10/18/2019 11/10/19		535.48	
					PCD,ENG/OCE PLOTTER OVERAGE					
				267.74	61011581 545000	PCD - C/E ADMIN RENTS & LEASES				
				267.74	72011321 545000	ENG - C/E ADMIN RENTS & LEASES				

								CHECK	352004 TOTAL:	1,398.32
352004	11/13/2019	PRTD	6363 LN CURTIS & SONS	235567	INV330394	10/25/2019		11/10/19	69.36	
Invoice: INV330394					POL/UNIFORMS: MCCARTY					
				69.36	53011212 520000	POLICE - C/E PATROL BENEFITS				

Invoice: INV329881					235568 INV329881		10/23/2019 11/10/19		945.61	
					POL/UNIFORMS: BURNHAM					
				945.61	53011212 520000	POLICE - C/E PATROL BENEFITS				

Invoice: INV328331					235569 INV328331		10/21/2019 11/10/19		96.33	
					POL/UNIFORM PANTS: NOEL					
				96.33	53011212 520000	POLICE - C/E PATROL BENEFITS				

Invoice: INV327049					235570 INV327049		10/16/2019 11/10/19		113.27	
					POL/UNIFORMS: HUSKA					
				113.27	53011212 520000	POLICE - C/E PATROL BENEFITS				

Invoice: INV326420					235571 INV326420		10/11/2019 11/10/19		73.47	
					POL/EQUIPMENT: NOEL					
				73.47	53011212 531100	PD-C/E-PATROL SUPPLIES				

Invoice: INV325616					235572 INV325616		10/09/2019 11/10/19		100.28	
					POL/UNIFORMS: HUSKA (PICKUP)					
				100.28	53011212 520000	POLICE - C/E PATROL BENEFITS				

								CHECK	352005 TOTAL:	67.85
352005	11/13/2019	PRTD	7016 CUSTOM PRINTING	235802	8918	10/08/2019		11/10/19	67.85	
Invoice: 8918					PCD/BUS CARDS: H.WRIGHT					
				67.85	61011581 531100	PCD - C/E ADMIN SUPPLIES				

Invoice: 8917					235803 8917		10/18/2019 11/10/19		67.85	
					PCD/BUS CARDS: D. GREETHAM					
				67.85	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY				

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352012	11/13/2019	PRTD	8548 ECOLOGICAL LAND SERV	235425	2032478	07/26/2019		11/10/19	2,930.15
	Invoice: 2032478					ENG/WFP SSA			
				2,930.15	72431835 54810000851	2019	DRAINAGE/CULVERT R&M		
							CHECK	352012 TOTAL:	2,930.15
352013	11/13/2019	PRTD	8975 ECONORTHWEST	235427	21657	09/30/2019		11/10/19	3,608.30
	Invoice: 21657					INCLUSIONARY ZONING AND TDR			
				3,608.30	61011586 54110000930	COMP PLAN IMPL-PROF SVCS			
							CHECK	352013 TOTAL:	3,608.30
352014	11/13/2019	PRTD	4174 ENVIRO-CLEAN EQUIPME	235428	S19-100813	10/08/2019		11/10/19	2,266.71
	Invoice: S19-100813					PW/WIDE SWEEP BROOM			
				2,266.71	73637945 531100	O&M ALLOC-SWEEPER-SUPPLIES			
					235429	S19-100705	10/07/2019	11/10/19	352.41
	Invoice: S19-100705					PW/MAINT KIT			
				352.41	73637945 531100	O&M ALLOC-SWEEPER-SUPPLIES			
							CHECK	352014 TOTAL:	2,619.12
352015	11/13/2019	PRTD	8336 ENVIROISSUES, INC.	235430	240-003-000-4	10/10/2019		11/10/19	5,578.75
	Invoice: 240-003-000-4					OLYMPIC DRIVE OUTREACH			
				5,578.75	72334953 64245000596	SR305-OLYMPIC NM-OUTREACH			
							CHECK	352015 TOTAL:	5,578.75
352016	11/13/2019	PRTD	5781 EXTERMINATION SERVIC	235431	33672	10/11/2019		11/10/19	572.25
	Invoice: 33672					PW/RODENT STATION			
				572.25	73425358 548100	O&M-WWTP-REPAIRS			
					235432	33750	10/11/2019	11/10/19	93.74
	Invoice: 33750					PW/OCT SERVICE			
				93.74	73011215 548100	O&M-C/E-POLICE FAC-REPAIRS			
							CHECK	352016 TOTAL:	665.99
352017	11/13/2019	PRTD	212 FABRICARE 02 - PLANT	235573	10/01/19	10/01/2019		11/10/19	281.24
	Invoice: 10/01/19					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			
				235755	11/03/19	11/03/2019		11/10/19	241.15

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						INVOICE DTL DESC					
Invoice: 11/03/19						POL/LAUNDRY SERVICE					
						120.80	51011211	520000	PD-C/E ADMIN-BENEFITS		
						101.99	52011212	520000	POLICE - C/E INVEST BENEFITS		
						18.36	53011212	520000	POLICE - C/E PATROL BENEFITS		
						CHECK		352017 TOTAL:	522.39		
352018	11/13/2019	PRTD	1953 FERGUSON ENTERPRISES	235434	0819228	10/14/2019		11/10/19	266.77		
Invoice: 0819228						PW/BASINS					
						266.77	73431835	531100	OFFICE SUPPLIES		
						235435	0816351		10/14/2019	11/10/19	523.42
Invoice: 0816351						PW/INVENTORY ITEMS					
						523.42	421	141100	SEWER-INVENTORY		
						235436	0818022		10/14/2019	11/10/19	1,722.49
Invoice: 0818022						PW/METER					
						1,722.49	411	141100	WATER - INVENTORY		
						CHECK		352018 TOTAL:	2,512.68		
352019	11/13/2019	PRTD	8709 PLATFORM DESIGN LLC	235437	9-2019	09/30/2019		11/10/19	3,012.50		
Invoice: 9-2019						UPDATE OF CITY'S DESIGN GUIDEL					
						3,012.50	61011586	54110000930	COMP PLAN IMPL-PROF SVCS		
						235438	8-2019		08/31/2019	11/10/19	12,365.00
Invoice: 8-2019						UPDATE OF CITY'S DESIGN GUIDEL					
						12,365.00	61011586	54110000930	COMP PLAN IMPL-PROF SVCS		
						CHECK		352019 TOTAL:	15,377.50		
352020	11/13/2019	PRTD	6940 FREMONT ANALYTICAL	235798	1910145	10/16/2019	21900004	11/10/19	667.00		
Invoice: 1910145						GROUNDWTR MNGMNT PRG-PRF SVC					
						667.00	72011322	54110000485	GROUNDWTR MNGT PRGM-PROF SVCS		
						CHECK		352020 TOTAL:	667.00		
352021	11/13/2019	PRTD	8095 GUNARAMA WHOLESALE,	235574	1004299	10/22/2019		11/10/19	551.54		
Invoice: 1004299						POL/HANDGUN					
						551.54	53011212	531100	PD-C/E-PATROL SUPPLIES		
						CHECK		352021 TOTAL:	551.54		
352022	11/13/2019	PRTD	9316 GALLIVAN, WILLIAM P	235339	81544	10/22/2019		11/10/19	109.42		
Invoice: 81544						UB 11314 900 ALDER AVENUE NE					
						109.42	411	122100	WATER ACCOUNTS RECEIVABLE		

CASH ACCOUNT: 635			111100		CASH					
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						INVOICE DTL DESC				
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352023	11/13/2019	PRTD	6765 GREY CHEVROLET	235439	6086768	10/15/2019		11/10/19	480.30	
			Invoice: 6086768			POL/VEH 224 MAINT				
				480.30	53011212 548100	POLICE - C/E PATROL MAINTENANC				
						CHECK	352023	TOTAL:	480.30	
352024	11/13/2019	PRTD	8809 GREYSTONE TACTICAL	235576	201900610	10/15/2019		11/10/19	4,225.00	
			Invoice: 201900610			POL/RIFLE SCOPES X5				
				4,225.00	53011212 531100	PD-C/E-PATROL SUPPLIES				
						CHECK	352024	TOTAL:	4,225.00	
352025	11/13/2019	PRTD	1517 GUARDIAN SECURITY SY	235756	963027	11/01/2019		11/10/19	47.96	
			Invoice: 963027			POL/ALARM MONITORING				
				47.96	51011215 541100	POLICE - C/E FACIL PROF SVCS				
						CHECK	352025	TOTAL:	47.96	
352026	11/13/2019	PRTD	4850 HOME DEPOT CREDIT SE	235442	9013341	10/11/2019		11/10/19	120.52	
			Invoice: 9013341			PW/LUMBER, ETC				
				92.88	73011189 531100	O&M - C/E FACIL OFC SUPPLIES				
				27.64	73111256 53110000999	2019 STORM PREP-STRT-SUPPLIES				
						CHECK	352026	TOTAL:	920.09	
			Invoice: 2012998			235443	2012998	11/10/19	28.93	
				28.93	73011183 531100	PW/PIPE INSULATORS				
						O&M-C/E-CH FAC-SUPPLIES				
			Invoice: 9050421			235444	9050421	11/10/19	447.21	
				447.21	73425358 531100	PW/DRAIN PAN, WATER HEATER				
						O&M-WWTP-SUPPLIES				
			Invoice: 9794911			235445	9794911	11/10/19	57.64	
				57.64	73425358 531100	PW/LAUNDRY FAUCET				
						O&M-WWTP-SUPPLIES				
			Invoice: 8051782			235791	8051782	11/10/19	237.49	
				237.49	73431835 531100	PW/DRILL REPLACEMENT				
						OFFICE SUPPLIES				
			Invoice: 8020425			235792	8020425	11/10/19	28.30	
				28.30	73111261 531100	PW/PLASTIC TUBS				
						OFFICE SUPPLIES				

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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
INVOICE DTL DESC									
352027	11/13/2019	PRTD	268 HOUSING RESOURCES BA	235577	5738	09/30/2019		11/10/19	1,125.00
	Invoice: 5738								
				1,125.00	31180592 54130200297	IMHP MNGT FEES			
				235578	6001	09/30/2019		11/10/19	20,293.63
	Invoice: 6001								
				20,293.63	31017592 54130100297	INDEPENDENT LIVING PRGM			
				235579	5866	09/30/2019		11/10/19	2,314.26
	Invoice: 5866								
				2,314.26	31017592 54130600297	HOMESHARE/HOME FINDING			
							CHECK	352027 TOTAL:	23,732.89
352028	11/13/2019	PRTD	8027 INFORMATION STATION	235491	1121709-Z	10/22/2019		11/10/19	350.00
	Invoice: 1121709-Z								
				350.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
							CHECK	352028 TOTAL:	350.00
352029	11/13/2019	PRTD	280 INTEGRA CHEMICAL COM	235446	0132724-IN	10/15/2019		11/10/19	3,639.29
	Invoice: 0132724-IN								
				3,639.29	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
							CHECK	352029 TOTAL:	3,639.29
352030	11/13/2019	PRTD	8381 INVINTUS MEDIA, INC	235813	7854	11/05/2019		11/10/19	87.86
	Invoice: 7854								
				87.86	81011881 548500	IT - C/E COMPUTER SUPPORT			
							CHECK	352030 TOTAL:	87.86
352031	11/13/2019	PRTD	7184 ISLAND VOLUNTEER CAR	235450	2019-Q3	10/18/2019		11/10/19	6,250.00
	Invoice: 2019-Q3								
				6,250.00	31017690 54110200297	ISLAND VOLUNTEER CAREGIVERS			
							CHECK	352031 TOTAL:	6,250.00
352032	11/13/2019	PRTD	8646 ISLAND HANDS	235447	17466	10/08/2019		11/10/19	9,728.79
	Invoice: 17466								
				9,436.93	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				291.86	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
				235449	17467	10/08/2019		11/10/19	1,665.25
	Invoice: 17467								
				1,615.29	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			

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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

INVOICE DTL DESC

 49.96 73425358 54110000269 JANITORIAL CONTRACT-PRO SVCS

CHECK 352032 TOTAL: 11,394.04

352033 11/13/2019 PRTD 5532 ISLANDER RESIDENTS A 235581 10/29/19 10/29/2019 11/10/19 150.00
 Invoice: 10/29/19 DAMAGE DEPOSIT REFUND: 10/29
 150.00 41625860 586000 SC/COMMONS ROOM DEP-DISBURSEME

CHECK 352033 TOTAL: 150.00

352034 11/13/2019 PRTD 5819 ISLANDWOOD 235758 Q3-2019 09/30/2019 11/10/19 1,250.00
 Invoice: Q3-2019 Q3 CULTURAL FUNDING - COMMUNITY P
 1,250.00 31011732 54110000297 EX-GF-CULTURAL ARTS & SCIENCES

CHECK 352034 TOTAL: 1,250.00

352035 11/13/2019 PRTD 2306 KITSAP COUNTY PROSEC 235452 OCT19 10/01/2019 11/10/19 9,412.33
 Invoice: OCT19 OCT 2019 PROSECUTION SVCS
 9,412.33 32011521 5411112 LGL-OUTSIDE PROSECUTOR

CHECK 352035 TOTAL: 9,412.33

352036 11/13/2019 PRTD 4740 KITSAP COUNTY PUBLIC 235453 10163 10/14/2019 11/10/19 104.41
 Invoice: 10163 ENG/WWOG 3Q 2019
 104.41 72431832 54110000872 H2O/SSWM GROUP-PROF SVCS

CHECK 352036 TOTAL: 104.41

352037 11/13/2019 PRTD 338 KITSAP COUNTY SHERIF 235582 20190069 10/25/2019 11/10/19 1,450.37
 Invoice: 20190069 POL/PRISONER BOARD
 1,450.37 51011236 551000 POLICE - C/E PRISONER DETENT'N

CHECK 352037 TOTAL: 1,450.37

352038 11/13/2019 PRTD 1505 KITSAP COUNTY TREASU 235805 OCT19 10/31/2019 11/10/19 66.83
 Invoice: OCT19 OCT 2019 KC OUT COURT REMIT
 59.83 41612860 586000 CRIME VICTIMS-OUT
 7.00 41613860 586000 COUNTY LAW LIB - DISB OUT

CHECK 352038 TOTAL: 66.83

352039 11/13/2019 PRTD 199 KITSAP ECONOMIC DEVE 235454 CBI-3Q-19 09/28/2019 11/10/19 2,500.00
 Invoice: CBI-3Q-19 EX/ECON DEVEL SVCS Q3 2019
 2,500.00 31011586 54110000297 EX-GF-ECON DEV PLANNING

CASH ACCOUNT: 635			111100	CASH					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
						CHECK	352039	TOTAL:	2,500.00
352040	11/13/2019	PRTD	1971 KELLEY IMAGING SYSTE	235455	IN586761	10/14/2019		11/10/19	581.72
			Invoice: IN586761			PW/COPIER OVERAGES			
				581.72	73637891 548100	REPAIRS			
						CHECK	352040	TOTAL:	581.72
352041	11/13/2019	PRTD	1971 KELLEY IMAGING SYSTE	235759	25774098	10/22/2019		11/10/19	283.78
			Invoice: 25774098			ENG/E-STUDIO4505AC LEASE			
				283.78	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
						CHECK	352041	TOTAL:	283.78
352042	11/13/2019	PRTD	8549 KINGWEST, LLC	235793	21191	10/25/2019	21900058	11/10/19	2,180.00
			Invoice: 21191			REMOVE 1 FIR TREE, CHIP AND HA			
				2,180.00	73111427 54810000354	TREE PRES & REMOVAL-ROADS			
						CHECK	352042	TOTAL:	2,180.00
352043	11/13/2019	PRTD	315 KITSAP HUMANE SOCIET	235456	1826	10/01/2019		11/10/19	5,764.17
			Invoice: 1826			KITSAP HUMANE SOCIETY ANNUAL C			
				5,764.17	91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
						CHECK	352043	TOTAL:	5,764.17
352044	11/13/2019	PRTD	579 KITSAP SUN	235457	0002841259	09/30/2019		11/10/19	418.84
			Invoice: 0002841259			HR/AD: MAINT TECH			
				418.84	33011161 544000	HR-C/E-ADVERTISING			
						CHECK	352044	TOTAL:	418.84
352045	11/13/2019	PRTD	9320 JOHN & ANJALI LAPINS	235521	PLN51157	10/29/2019		11/10/19	7,859.35
			Invoice: PLN51157			PCD/PLN51157 SVAR REFUND			
				7,859.35	47047 345810	ZONING & SUBDIVISION FE			
						CHECK	352045	TOTAL:	7,859.35
352046	11/13/2019	PRTD	5717 MAKERS ARCHITECTURE	235806	1807-11	08/29/2019		11/10/19	4,145.00
			Invoice: 1807-11			ISLAND CENTER SUBAREA PLANNING			
				4,145.00	61011586 54110000930	COMP PLAN IMPL-PROF SVCS			
						CHECK	352046	TOTAL:	4,145.00

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

352047	11/13/2019	PRTD	8375 MOORE IACOFANO GOLTS	235458	0060971	10/09/2019		11/10/19	7,935.00
	Invoice: 0060971		CONSTRUCTION ADMINISTRATION SU						
			7,935.00	72334951	66300300596	SR305-OLYMPIC NM-CONSTR	PH	ENG	
			235799	0061114		10/16/2019	21700052	11/10/19	708.75
	Invoice: 0061114		WYATT WAY WATER MAIN DSN						
			708.75	72413434	64110000708	WYATT-MAD TO LOVELL-WTR-ENG			
			235800	0061112		10/16/2019	21600063	11/10/19	13,839.22
	Invoice: 0061112		DESIGN SERVICES FOR WYATT WAY						
			13,839.22	72321951	64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN			
						CHECK	352047	TOTAL:	22,482.97
352048	11/13/2019	PRTD	9263 BELLEVUE PRINTING LL	235461	50697	10/16/2019		11/10/19	7,730.84
	Invoice: 50697		EX/OCT NEWSLETTER PRINT & MAIL						
			2,137.32	31011572	54250001015	NEWSLETTER-POSTAGE			
			5,593.52	31011572	54110001015	NEWSLETTER-PROF SVCS			
			235760	50797		10/31/2019		11/10/19	7,730.84
	Invoice: 50797		EX/NOV 19 NEWSLETTER PRINT & MAIL						
			2,137.32	31011572	54250001015	NEWSLETTER-POSTAGE			
			5,593.52	31011572	54950001015	NEWSLETTER-PRINTING			
						CHECK	352048	TOTAL:	15,461.68
352049	11/13/2019	PRTD	7038 MOON SECURITY SERVIC	235761	1004925	10/31/2019		11/10/19	726.00
	Invoice: 1004925		CRT/HOUSE ARREST MONIT						
			726.00	21011232	545000	COURT-ELECT HOME DET'N-EQ	RENT		
						CHECK	352049	TOTAL:	726.00
352050	11/13/2019	PRTD	5389 NC POWER SYSTEMS	235462	PSCS0644145	10/03/2019		11/10/19	82.51
	Invoice: PSCS0644145		PW/PUMP						
			82.51	73111427	531100	OFFICE SUPPLIES			
						CHECK	352050	TOTAL:	82.51
352051	11/13/2019	PRTD	8581 NEOGOV	235463	SO12845	10/29/2019		11/10/19	6,364.41
	Invoice: SO12845		IT/HR ADMIN SOFTWARE						
			6,364.41	81011881	548500	IT - C/E COMPUTER SUPPORT			
						CHECK	352051	TOTAL:	6,364.41

CASH ACCOUNT: 635			111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
						INVOICE DTL DESC				
352057	11/13/2019	PRTD	8229 PIPER THORNBURGH	235467	10/18/19	10/18/2019		11/10/19	210.00	
			Invoice: 10/18/19			CRT/3.5 HRS PRO TEMP				
				210.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS				
								CHECK	352057 TOTAL:	210.00
352058	11/13/2019	PRTD	7187 RANDOLPH BAUER	235471	1910087	10/10/2019		11/10/19	90.00	
			Invoice: 1910087			PW/CREOSOTE CAN				
				90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES				
352058				235472	1910086	10/10/2019		11/10/19	180.00	
			Invoice: 1910086			PW/EAGLE HARBOR CANS				
				180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES				
352058				235473	1910088	10/10/2019		11/10/19	90.00	
			Invoice: 1910088			PW/VINCENT RD CAN				
				90.00	73435838 545000	O&M-DECANT-RENTS				
								CHECK	352058 TOTAL:	360.00
352059	11/13/2019	PRTD	7602 REBECCA DEAN PLLC	235764	1078	11/01/2019		11/10/19	3,944.00	
			Invoice: 1078			HR/PROF SVCS OCT 2019				
				3,944.00	33011161 541100	HR-C/E-PROF SVCS				
								CHECK	352059 TOTAL:	3,944.00
352060	11/13/2019	PRTD	394 RED'S ELECTRIC MOTOR	235470	36233	10/21/2019		11/10/19	11,889.94	
			Invoice: 36233			PW/SLS REPAIR				
				11,889.94	73421355 548100	WIN COLL-R&M				
								CHECK	352060 TOTAL:	11,889.94
352061	11/13/2019	PRTD	8317 REID MIDDLETON, INC.	235801	1910070	10/25/2019	21700114	11/10/19	5,803.25	
			Invoice: 1910070			PRF SVC-MCDONALD CREEK CULVERT				
				5,803.25	72433438 64110000823	EH@MCDONALD CR CULVERT-DES				
								CHECK	352061 TOTAL:	5,803.25
352062	11/13/2019	PRTD	8745 RELIABLE STORAGE BAI	235765	33906	11/01/2019		11/10/19	320.00	
			Invoice: 33906			POL/STORAGE UNIT J28				
				320.00	53011212 545000	POLICE - C/E PATROL RENTS				
								CHECK	352062 TOTAL:	320.00

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

352067 11/13/2019 PRD 7173 SKILLINGS CONNOLLY I 235492 12080 10/03/2019 11/10/19 71,108.39
 Invoice: 12080 SPORTSMAN CLUB & NEW BROOKLYN
 71,108.39 72321953 64110000715 SP CLUB/NB INTERSECTN-DESIGN
 CHECK 352067 TOTAL: 71,108.39

352068 11/13/2019 PRD 601 SOUND REPROGRAPHICS 235478 73930 10/18/2019 11/10/19 83.76
 Invoice: 73930 CC/RETF FLYERS
 83.76 11011116 531100 COUNCIL - SUPPLIES
 235479 73933 10/18/2019 11/10/19 9.54
 Invoice: 73933 PW/PT MONROE SIGNS
 9.54 71411341 531100 PW - SUPPLIES
 235480 73369 09/23/2019 11/10/19 145.31
 Invoice: 73369 ENG/OLYMPIC DR BROCHURES
 145.31 72334953 64245000596 SR305-OLYMPIC NM-OUTREACH
 235767 74242 11/04/2019 11/10/19 105.94
 Invoice: 74242 CC/RETF FLYERS
 105.94 11011116 531100 COUNCIL - SUPPLIES
 CHECK 352068 TOTAL: 344.55

352069 11/13/2019 PRD 9065 SOUNDWEST ENGINEERIN 235493 05-01-10 10/02/2019 11/10/19 713.75
 Invoice: 05-01-10 COUNTRY CLUB BULKHEAD & CULVER
 713.75 72111425 54110000781 CO CLUB RD BULKHEAD R&M-PRO SV
 CHECK 352069 TOTAL: 713.75

352070 11/13/2019 PRD 8738 SPEAKWRITE, LLC 235768 232F1E8D 11/01/2019 11/10/19 153.00
 Invoice: 232F1E8D POL/TRANSCRIPTION
 153.00 52011212 541100 POLICE - C/E INVEST PROF SVCS
 CHECK 352070 TOTAL: 153.00

352071 11/13/2019 PRD 8132 SPECTRA LABORATORIES 235494 19-08048 10/22/2019 11/10/19 21.16
 Invoice: 19-08048 PW/ECOLI TESTING
 21.16 73411345 54110000391 LAB SVCS-WATER
 235496 19-08014 10/22/2019 11/10/19 69.00
 Invoice: 19-08014 PW/DECANT TESTING
 69.00 73435838 54110000391 LAB SVCS-DECANT
 235497 19-08002 10/21/2019 11/10/19 42.32
 Invoice: 19-08002 PW/ECOLI TESTING
 42.32 73011897 54110000391 LAB SVCS-PWY FAC

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
				235498	19-07934	10/18/2019		11/10/19	63.48
Invoice: 19-07934									
									PW/ECOLI TESTING
				63.48	73411345 54110000391				LAB SVCS-WATER
				235499	19-07932	10/18/2019		11/10/19	234.60
Invoice: 19-07932									
									PW/ECOLI TESTING @ PW
				234.60	73011897 54110000391				LAB SVCS-PWY FAC
				235500	19-07928	10/18/2019		11/10/19	1,067.20
Invoice: 19-07928									
									PW/TRIHALOMETHANEM H. ACID TESTING
				1,067.20	73411345 54110000391				LAB SVCS-WATER
				235501	19-07769	10/14/2019		11/10/19	126.96
Invoice: 19-07769									
									PW/ECOLI TESTING @ MADISON LANDING
				126.96	73411345 54110000391				LAB SVCS-WATER
				235502	19-07738	10/11/2019		11/10/19	84.64
Invoice: 19-07738									
									PW/ECOLI TESTING
				84.64	73411345 54110000391				LAB SVCS-WATER
									CHECK 352071 TOTAL: 1,709.36
352072	11/13/2019	PRTD	2467 STAPLES	235503	3427278914	10/05/2019		11/10/19	330.36
Invoice: 3427278914									
									PW/OFFICE SUPPLIES
				330.36	73637891 531100				OFFICE SUPPLIES
				235504	3427278912	10/05/2019		11/10/19	184.14
Invoice: 3427278912									
									PW/OFFICE SUPPLIES
				184.14	73637891 531100				OFFICE SUPPLIES
				235505	3427278934	10/05/2019		11/10/19	62.89
Invoice: 3427278934									
									PCD/COPY PAPER
				62.89	63470588 531100				CUR - DEV DEV PLAN OFC SUPPLY
				235506	3427278935	10/05/2019		11/10/19	75.33
Invoice: 3427278935									
									PCD/OFFICE SUPPLIES
				75.33	61011581 531100				PCD - C/E ADMIN SUPPLIES
				235507	3427278936	10/05/2019		11/10/19	9.38
Invoice: 3427278936									
									PCD/PENS
				9.38	61011581 531100				PCD - C/E ADMIN SUPPLIES
				235508	3427278937	10/05/2019		11/10/19	443.31
Invoice: 3427278937									
									PCD/FOLDERS
				443.31	62471591 531100				BLDG - BLDG OFFICE SUPPLIES
				235509	3427278941	10/05/2019		11/10/19	53.76
Invoice: 3427278941									
									PCD/OFFICE SUPPLIES
				53.76	61011581 531100				PCD - C/E ADMIN SUPPLIES

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				235510	3427278939	10/05/2019		11/10/19	38.76
Invoice: 3427278939									
				38.76	61011581 531100				
				235511	3427278788	10/05/2019		11/10/19	66.39
Invoice: 3427278788									
				27.19	31011131 531100				
				39.20	36011143 531100				
				235512	3427278786	10/05/2019		11/10/19	265.42
Invoice: 3427278786									
				103.24	31011131 531100				
				86.64	32011152 531100				
				75.54	41011141 531100				
				235513	3427278789	10/05/2019		11/10/19	53.17
Invoice: 3427278789									
				7.68	31011131 531100				
				45.49	41011141 531100				
				235514	3427278792	10/05/2019		11/10/19	120.55
Invoice: 3427278792									
				35.99	31011131 531100				
				84.56	41011141 531100				
				235515	3427278795	10/05/2019		11/10/19	22.09
Invoice: 3427278795									
				14.31	31011131 531100				
				7.78	41011141 531100				
				235516	3427278791	10/05/2019		11/10/19	81.53
Invoice: 3427278791									
				40.76	31011131 531100				
				40.77	41011141 531100				
				235517	3427278787	10/05/2019		11/10/19	68.65
Invoice: 3427278787									
				34.32	31011131 531100				
				34.33	41011141 531100				
				235518	3427278790	10/05/2019		11/10/19	73.03
Invoice: 3427278790									
				73.03	41011141 531100				
				235769	3427278833	10/05/2019		11/10/19	88.36
Invoice: 3427278833									
				88.36	72011321 531100				
				235770	3427278830	10/05/2019		11/10/19	33.41
Invoice: 3427278830									
				33.41	72011321 531100				

CASH ACCOUNT: 635 111100 CASH

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

				235771	3427278829	10/05/2019		11/10/19	47.76
			Invoice: 3427278829						
				47.76	72011321 531100				
				235772	3427278832	10/05/2019		11/10/19	52.89
			Invoice: 3427278832						
				52.89	72011321 531100				
								CHECK 352072 TOTAL:	2,171.18
352073	11/13/2019	PRTD	5730 SUMMIT LAW GROUP	235519	108242	10/18/2019		11/10/19	5,701.50
			Invoice: 108242						
				5,701.50	32011152 54111000274				
				235522	108241	10/18/2019		11/10/19	1,669.50
			Invoice: 108241						
				157.50	32011152 54111000274				
				1,512.00	32011152 54111000870				
								CHECK 352073 TOTAL:	7,371.00
352074	11/13/2019	PRTD	8244 THE HOME DEPOT PRO	235523	516136041	10/08/2019		11/10/19	1,699.62
			Invoice: 516136041						
				1,699.62	73637948 531100				
								CHECK 352074 TOTAL:	1,699.62
352075	11/13/2019	PRTD	4271 JOHN SUTTON	235524	Q3 2019	09/30/2019		11/10/19	406.50
			Invoice: Q3 2019						
				406.50	91029211 521500				
								CHECK 352075 TOTAL:	406.50
352076	11/13/2019	PRTD	8243 TILZ	235794	31251	10/31/2019		11/10/19	244.50
			Invoice: 31251						
				139.50	73111261 531100				
				15.00	91011189 547900				
				90.00	91111427 547900				
								CHECK 352076 TOTAL:	244.50
352077	11/13/2019	PRTD	4868 TOTAL RECLAIM	235584	212747	10/17/2019		11/10/19	712.35
			Invoice: 212747						
				712.35	81011881 548100				

CASH ACCOUNT: 635 111100 CASH

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

INVOICE DTL DESC

 CHECK 352077 TOTAL: 712.35

352078 11/13/2019 PR TD 558 TOWN & COUNTRY MARKE 235526 10/21/19 10/21/2019 11/10/19 12.59
 Invoice: 10/21/19 CC/SNACKS FOR LTAC MEETING

12.59 11011116 531100 COUNCIL - SUPPLIES

Invoice: 10/28/19 235551 10/28/19 10/28/2019 11/10/19 18.16
 CC/SNACKS: CULTURAL FUNDING MEETING

18.16 11011116 531100 COUNCIL - SUPPLIES

Invoice: 11/04/19 235795 11/04/19 11/04/2019 11/10/19 24.94
 CC/CULT FUNDING MEETING SNACKS

24.94 11011116 531100 COUNCIL - SUPPLIES

CHECK 352078 TOTAL: 55.69

352079 11/13/2019 PR TD 2425 THE UPS STORE #1265 235528 10/22/19 10/22/2019 11/10/19 38.72
 Invoice: 10/22/19 PW/SHIPPING

38.72 91411891 542500 GG-WTR-FAC-POSTAGE

CHECK 352079 TOTAL: 38.72

352080 11/13/2019 PR TD 1152 USA BLUE BOOK 235529 029869 10/04/2019 11/10/19 391.30
 Invoice: 029869 PW/FILTERS, NUTRIENT BUFFERS

391.30 73425358 531100 O&M-WWTP-SUPPLIES

Invoice: 037792 235530 037792 10/14/2019 11/10/19 2,355.33
 PW/DISSOLVED O2 SENSOR

2,355.33 73425358 531100 O&M-WWTP-SUPPLIES

Invoice: 037776 235531 037776 10/14/2019 11/10/19 2,355.33
 PW/DOSSOLVED O2 SENSOR

2,355.33 73425358 531100 O&M-WWTP-SUPPLIES

Invoice: 032172 235532 032172 10/08/2019 11/10/19 111.73
 PW/GLOVES

111.73 73637891 531100 OFFICE SUPPLIES

Invoice: 031850 235533 031850 10/08/2019 11/10/19 790.32
 PW/GLOVES

790.32 73637891 531100 OFFICE SUPPLIES

CHECK 352080 TOTAL: 6,004.01

352081 11/13/2019 PR TD 4520 WA ST DEPT OF NATURA 235534 4900/0100138318/2020 10/16/2019 11/10/19 637.56
 Invoice: 4900/0100138318/2020 EX/ADJ DNR LEASE

637.56 31011757 545000 EX-GF-OWM-LEASE

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 352081 TOTAL: 637.56
352082	11/13/2019	PRTD	4502 WASHINGTON STATE OFF	235535	30313530	10/11/2019		11/10/19	150.00
			Invoice: 30313530		OMWBE FEE JUL19-JUN21				
				150.00	91011423 551000	FIN - C/E BUDGET STATE AUDITOR			
									CHECK 352082 TOTAL: 150.00
352083	11/13/2019	PRTD	2251 WA ST TREASURER	235807	OCT19	10/31/2019		11/10/19	3,541.01
			Invoice: OCT19		OCT 2019 OUT COURT REMIT				
				1,578.60	41611860 586000	PSEA 60% OUT			
				693.10	41610860 586000	PSEA 30% OUT			
				35.05	41619860 586000	PSEA 3 - STATE DISB OUT			
				132.15	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				35.48	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
				599.02	41614860 586000	JUDICIAL INFO SYST.-OUT			
				39.93	41617860 586000	SCHOOL SAFETY ZONE-OUT			
				65.75	41618860 586000	TRAUMA CARE-OUT			
				123.01	41618860 586000	TRAUMA CARE-OUT			
				28.01	41618860 586000	TRAUMA CARE-OUT			
				159.22	41618860 586000	TRAUMA CARE-OUT			
				11.11	41616860 586812	ACCESS COMM ACCT			
				11.11	41616860 586813	MULTIMODAL ACCT			
				29.47	41615860 586961	STATE CRIME LAB			
			Invoice: OCT19 SBCC		OCT 19 OUT COURT REMIT SBCC				
				235808	OCT19 SBCC	10/31/2019		11/10/19	316.00
				316.00	41652860 586000	SBCC BLDG.-OUT			
									CHECK 352083 TOTAL: 3,857.01
352084	11/13/2019	PRTD	9319 JIM WATSON	235536	10/19/19	10/23/2019		11/10/19	33.50
			Invoice: 10/19/19		REFUND FOR UNUSED MOORAGE				
				33.50	01136 362900	DOCK USE & RELATED PARKING			
									CHECK 352084 TOTAL: 33.50
352085	11/13/2019	PRTD	499 WESTBAY AUTO PARTS I	235537	494514	10/21/2019		11/10/19	65.15
			Invoice: 494514		PW/SOLENOID, LAMPS				
				17.28	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				47.87	990 141100	MERCHANDISE			
			Invoice: 494153		PW/MUD FLAPS, FILTERS				
				235538	494153	10/18/2019		11/10/19	117.23
				40.50	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
				76.73	990 141100	MERCHANDISE			
			Invoice: 494153		PW/MUD FLAPS, FILTERS				
				235539	492266	10/11/2019		11/10/19	27.25

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: 492266						27.25	990	141100			
						PW/FUEL LINE HOSE					
						MERCHANDISE					
Invoice: 491937						235540	491937		10/10/2019	11/10/19	84.95
						PW/GLOVES					
						84.95	73638935	531100	O&M-STD ALLOCATION-SUPPLIES		
Invoice: 491440						235541	491440		10/08/2019	11/10/19	71.81
						PW/FILTER					
						MERCHANDISE					
Invoice: 491141						235542	491141		10/07/2019	11/10/19	103.05
						PW/FILTERS, CAR WAX					
						MERCHANDISE					
						72.83	990	141100			
						30.22	73638935	531100	O&M-STD ALLOCATION-SUPPLIES		
						CHECK 352085 TOTAL:				469.44	
352086	11/13/2019	PRTD	522 WA ST DEPT OF TRANSP	235543	RE-313-ATB91014136	10/14/2019		11/10/19	2,738.20		
Invoice: RE-313-ATB91014136						ENG/PRJ MGMT, INSPECTION					
						2,738.20	72334951	64110000596	SR305-OLYMPIC NM-ENG/DESIGN		
						CHECK 352086 TOTAL:				2,738.20	
352087	11/13/2019	PRTD	6920 COMCAST	235586	NOV19	10/20/2019		11/10/19	11.36		
Invoice: NOV19						POL/HD COVERTER BOX					
						11.36	51011211	545000	PD-C/E-ADMIN RENTS/LEASE		
						CHECK 352087 TOTAL:				11.36	
352088	11/13/2019	PRTD	650 YWCA-KITSAP COUNTY	235545	3013	09/30/2019		11/10/19	2,928.75		
Invoice: 3013						Q3 2019 COMMUNITY SERVICES FUN					
						2,928.75	31017219	54110000297	EX-YWCA-ALIVE/DOM VIOLENCE		
						CHECK 352088 TOTAL:				2,928.75	
352089	11/13/2019	PRTD	2607 ZEE MEDICAL SERVICE	235546	68389474	10/24/2019		11/10/19	114.07		
Invoice: 68389474						CH FIRS AID RESTOCK					
						114.07	91011183	531100	GG-C/E-CH CLEANING-SUPPLIES		
Invoice: 68386977						235547	68386977		10/04/2019	11/10/19	150.79
						PW/FIRST AID RESTOCK					
						150.79	73637891	531100	OFFICE SUPPLIES		
Invoice: 68389518						235780	68389518		11/01/2019	11/10/19	19.93
						POL/FIRST AID RESTOCK					
						19.93	51011215	531100	POLICE - C/E FACIL SUPPLIES		

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

VOUCHER INVOICE INV DATE PO CHECK RUN NET

INVOICE DTL DESC

 Invoice: 68386940 235796 68386940 09/30/2019 11/10/19 46.36
 PW/SS FIRST AID RESTOCK
 46.36 73011755 531100 O&M-COMMONS SUPPLIES

CHECK 352089 TOTAL: 331.15

NUMBER OF CHECKS 129 *** CASH ACCOUNT TOTAL *** 431,580.43

COUNT AMOUNT

 TOTAL PRINTED CHECKS 129 431,580.43

*** GRAND TOTAL *** 431,580.43

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
								LINE DESC			
2019 11	57	APP 001-213000	11/06/2019	11/10/19	111319			GENERAL - ACCOUNTS PAYABLE		239,175.34	
								AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100			11/06/2019	11/10/19	111319			CASH			431,580.43
								AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000			11/06/2019	11/10/19	111319			STREETS - ACCOUNTS PAYABLE		9,366.64	
								AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		25,404.63	
								AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		9,635.71	
								AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		14,638.19	
								AP CASH DISBURSEMENTS JOURNAL			
APP 631-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		17,013.76	
								AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		5,135.52	
								AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		300.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		101,427.51	
								AP CASH DISBURSEMENTS JOURNAL			
APP 104-213000			11/06/2019	11/10/19	111319			CIVIC IMPR - ACCOUNTS PAYABLE		3,594.80	
								AP CASH DISBURSEMENTS JOURNAL			
APP 108-213000			11/06/2019	11/10/19	111319			AFFORD HSG - ACCOUNTS PAYABLE		1,125.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		4,466.84	
								AP CASH DISBURSEMENTS JOURNAL			
APP 901-213000			11/06/2019	11/10/19	111319			ACCOUNTS PAYABLE		296.49	
								AP CASH DISBURSEMENTS JOURNAL			

GENERAL LEDGER TOTAL										431,580.43	431,580.43
APP 631-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING		414,566.67	
APP 001-130000			11/06/2019	11/10/19	111319			GENERAL - DUE TO/FROM CLEARING			239,175.34
APP 101-130000			11/06/2019	11/10/19	111319			STREETS - DUE TO/FROM CLEARING			9,366.64
APP 402-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			25,404.63
APP 403-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			9,635.71
APP 407-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			14,638.19
APP 401-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			5,135.52
APP 622-130000			11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			300.00

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL	ACCOUNT DESC	T OB	DEBIT	CREDIT				
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
APP 301-130000	11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			101,427.51
APP 104-130000	11/06/2019	11/10/19	111319			CIVIC IMPR DUE TO/FROM CLEAR'G			3,594.80
APP 108-130000	11/06/2019	11/10/19	111319			AFFORD HSG DUE TO/FROM CLEAR'G			1,125.00
APP 650-130000	11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			4,466.84
APP 901-130000	11/06/2019	11/10/19	111319			DUE TO/FROM CLEARING			296.49
						SYSTEM GENERATED ENTRIES TOTAL		414,566.67	414,566.67
						JOURNAL 2019/11/57	TOTAL	846,147.10	846,147.10

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 GENERAL FUND	2019 11	57	11/06/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		239,175.34
001-213000				GENERAL - ACCOUNTS PAYABLE	239,175.34	
				FUND TOTAL	239,175.34	239,175.34
101 STREET FUND	2019 11	57	11/06/2019			
101-130000				STREETS - DUE TO/FROM CLEARING		9,366.64
101-213000				STREETS - ACCOUNTS PAYABLE	9,366.64	
				FUND TOTAL	9,366.64	9,366.64
104 CIVIC IMPROVEMENT FUND	2019 11	57	11/06/2019			
104-130000				CIVIC IMPR DUE TO/FROM CLEAR'G		3,594.80
104-213000				CIVIC IMPR - ACCOUNTS PAYABLE	3,594.80	
				FUND TOTAL	3,594.80	3,594.80
108 AFFORDABLE HOUSING FUND	2019 11	57	11/06/2019			
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		1,125.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	1,125.00	
				FUND TOTAL	1,125.00	1,125.00
301 CAPITAL CONSTRUCTION FUND	2019 11	57	11/06/2019			
301-130000				DUE TO/FROM CLEARING		101,427.51
301-213000				ACCOUNTS PAYABLE	101,427.51	
				FUND TOTAL	101,427.51	101,427.51
401 WATER OPERATING FUND	2019 11	57	11/06/2019			
401-130000				DUE TO/FROM CLEARING		5,135.52
401-213000				ACCOUNTS PAYABLE	5,135.52	
				FUND TOTAL	5,135.52	5,135.52
402 SEWER OPERATING FUND	2019 11	57	11/06/2019			
402-130000				DUE TO/FROM CLEARING		25,404.63
402-213000				ACCOUNTS PAYABLE	25,404.63	
				FUND TOTAL	25,404.63	25,404.63
403 STORM & SURFACE WATER FUND	2019 11	57	11/06/2019			
403-130000				DUE TO/FROM CLEARING		9,635.71
403-213000				ACCOUNTS PAYABLE	9,635.71	
				FUND TOTAL	9,635.71	9,635.71
407 BUILDING & DEVELOPMENT FUND	2019 11	57	11/06/2019			

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
407-130000				DUE TO/FROM CLEARING		14,638.19
407-213000				ACCOUNTS PAYABLE	14,638.19	
				FUND TOTAL	14,638.19	14,638.19
622 EXPENDABLE TRUST FUND	2019 11	57	11/06/2019			
622-130000				DUE TO/FROM CLEARING		300.00
622-213000				ACCOUNTS PAYABLE	300.00	
				FUND TOTAL	300.00	300.00
631 CLEARING FUND	2019 11	57	11/06/2019			
631-130000				DUE TO/FROM CLEARING	414,566.67	
631-213000				ACCOUNTS PAYABLE	17,013.76	
635-111100				CASH		431,580.43
				FUND TOTAL	431,580.43	431,580.43
650 AGENCY FUND	2019 11	57	11/06/2019			
650-130000				DUE TO/FROM CLEARING		4,466.84
650-213000				ACCOUNTS PAYABLE	4,466.84	
				FUND TOTAL	4,466.84	4,466.84
901 CITY-WIDE REPORTING FUND	2019 11	57	11/06/2019			
901-130000				DUE TO/FROM CLEARING		296.49
901-213000				ACCOUNTS PAYABLE	296.49	
				FUND TOTAL	296.49	296.49

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		239,175.34
101 STREET FUND		9,366.64
104 CIVIC IMPROVEMENT FUND		3,594.80
108 AFFORDABLE HOUSING FUND		1,125.00
301 CAPITAL CONSTRUCTION FUND		101,427.51
401 WATER OPERATING FUND		5,135.52
402 SEWER OPERATING FUND		25,404.63
403 STORM & SURFACE WATER FUND		9,635.71
407 BUILDING & DEVELOPMENT FUND		14,638.19
622 EXPENDABLE TRUST FUND		300.00
631 CLEARING FUND	414,566.67	
650 AGENCY FUND		4,466.84
901 CITY-WIDE REPORTING FUND		296.49
		<hr/>
	TOTAL	
	414,566.67	414,566.67

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

REG. reprint
 (CF) 11/6/19

11/06/2019 15:28 |CITY OF BAINBRIDGE ISLAND
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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

 352090 11/13/2019 PRD 102 CITY OF BAINBRIDGE I 235867 RETREQ1-1028 10/14/2019 21900060 11/10/19 634.00
 Invoice: RETREQ1-1028 2019 ANNUAL DRNG PRJ-RET
 634.00 72011593 54810001028 M&E CULVERT, FOOT BRIDGE R&M

CHECK 352090 TOTAL: 634.00

352091 11/13/2019 PRD 9287 RIDGEBACK EXCAVATING 235469 PAYREQ1-1028 10/14/2019 21900059 11/10/19 12,046.00
 Invoice: PAYREQ1-1028 2019 WANNUAL DRAINAGE PROJECT
 12,046.00 72011593 54810001028 M&E CULVERT, FOOT BRIDGE R&M

CHECK 352091 TOTAL: 12,046.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 12,680.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	12,680.00

*** GRAND TOTAL *** 12,680.00

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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	LINE DESC			
EFF DATE	REF 1	REF 2	REF 3		
2019 11	62				
APP 001-213000		GENERAL - ACCOUNTS PAYABLE		12,680.00	
11/13/2019	11/10/19	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100		CASH			12,680.00
11/13/2019	11/10/19	AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL				12,680.00	12,680.00
APP 631-130000		DUE TO/FROM CLEARING		12,680.00	
11/13/2019	11/10/19				
APP 001-130000		GENERAL - DUE TO/FROM CLEARING			12,680.00
11/13/2019	11/10/19				
SYSTEM GENERATED ENTRIES TOTAL				12,680.00	12,680.00
JOURNAL 2019/11/62 TOTAL				25,360.00	25,360.00

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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 11	62	11/13/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		12,680.00
001-213000				GENERAL - ACCOUNTS PAYABLE	12,680.00	
				FUND TOTAL	12,680.00	12,680.00
631 CLEARING FUND	2019 11	62	11/13/2019			
631-130000				DUE TO/FROM CLEARING	12,680.00	
635-111100				CASH		12,680.00
				FUND TOTAL	12,680.00	12,680.00

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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
001 GENERAL FUND			12,680.00
631 CLEARING FUND		12,680.00	
	TOTAL	12,680.00	12,680.00

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



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Study Session Minutes, October 15, 2019

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[City Council Study Session Minutes, October 15, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, OCTOBER 15, 2019

MEETING MINUTES

1) [CALL TO ORDER / ROLL CALL](#)

Deputy Mayor Tirman called the meeting to order at 6:01 p.m. in Council Chambers.

Deputy Mayor Tirman and Councilmembers Blossom, Deets, Nassar and Peltier were present.

Mayor Medina and Councilmember Schneider were absent and excused.

2) [APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE](#)

Councilmember Peltier moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. No conflicts of interest were disclosed.

3) [DEPUTY MAYOR'S REPORT](#)

Deputy Mayor Tirman reported that he is unable to attend Kitsap Regional Coordinating Council's annual planning meeting on October 25; Mayor Medina will be attending.

City Manager Smith shared the dates of the ward meetings: South on November 2 at Island Center Hall and North on November 9 at Seabold Hall. Both meetings start at 10:00 a.m.

4) UNFINISHED BUSINESS

4.A [Police and Court Project Update and Sustainability Discussion](#)

[Cover Page](#)

[Staff Presentation - Sustainability for CC 101519](#)

Project Manager Loveless introduced the agenda item and along with Project Architect Matthew Coates provided a PowerPoint with project status and progress to date.

Council discussed the Green Building Design Elements.

Staff will bring back to Council an approach to achieve environmental efficiencies for the building.

5) CITY COUNCIL DISCUSSION

5.A [Bainbridge Island Community Bill of Rights Ordinance - Councilmembers Nassar and Peltier](#)

Cover Page
Memo to the City Council
Memo re Rights of Nature in Bainbridge Island
Ordinance - Bainbridge Island Community Bill of Rights (10-11-19)

Deputy Mayor Tirman introduced Kai Huschke, Northwest and Hawaii Community Organizer for the Community Environmental Legal Defense Fund.

Mr. Huschke provided comprehensive background on the proposed ordinance.

Council discussed the proposed ordinance and the need for broad community consensus and support.

Further discussion to be raised at the October 22, 2019 meeting during For Good of the Order.

6) FUTURE COUNCIL AGENDAS

6.A Future Council Agendas

Cover Page
City Council Regular Business Meeting October 22, 2019
Special City Council Study Session, November 5, 2019
City Council Regular Business Meeting November 12, 2019
City Council Study Session November 19, 2019
City Council Regular Business Meeting November 26, 2019

City Manager Smith reminded Council of the 5th week, October 29. No meeting will be held.

The November 5 meeting has a special start at 5:00 p.m. with limited agenda items to accommodate election night.

7) FOR THE GOOD OF THE ORDER

Councilmember Blossom met with Housing Resources Bainbridge (HRB) representatives regarding Suzuki.

Councilmember Peltier reported on the Indigenous People's Day celebration.

8) ADJOURNMENT

Deputy Mayor Tirman adjourned the meeting at 7:47 p.m.

Kol Medina, Mayor

Kelly Jahraus, Deputy City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME:

AGENDA ITEM: City Council Regular Business Meeting Minutes, October 22, 2019

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Minutes

PROPOSED BY: Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[City Council Regular Business Meeting Minutes, October 22, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 22, 2019

MEETING MINUTES

1) **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Deputy Mayor Tirman called the meeting to order at 6:00 p.m. in Council Chambers.

Deputy Mayor Tirman and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present. Mayor Medina was absent and excused.

2) **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**

Deputy Mayor Tirman pulled Item 8.F from the agenda at staff's request. Councilmember Peltier moved and Councilmember Deets seconded to approve the agenda as amended. The motion was approved by unanimous consent. There were no conflicts of interest disclosed.

3) **PUBLIC COMMENT**

Cestjon McFarland spoke in favor of Friends of the Farm funding.

Tracy Lang spoke in favor of Friends of the Farms funding.

Sadie Engleson spoke in favor of Friends of the Farms.

Luke Carpenter spoke in favor of Friends of the Farms funding.

Mike Cox spoke about the Puget Sound Energy franchise.

Zac Fulton spoke in favor of Friends of the Farms and their support.

Jane Lindley spoke about the Puget Sound Energy franchise agreement.

David Henry spoke about the Lodging Tax Advisory Committee.

Marilyn Wallace spoke in favor of tiny villages.

Darlene Kordonowy spoke in favor of Friends of the Farms.

Deanna Martinez spoke in favor of Government Alliance on Race and Equity training.

4) **MAYOR'S REPORT**

Deputy Mayor Tirman noted that he will not be attending the Kitsap Regional Coordinating Council retreat.

5) **CITY MANAGER'S REPORT**

City Manager Smith provided information on a drug take-back event at Bainbridge Island Police Department, ballots and Initiative I-976, and Planning Department open houses in November.

6) **PUBLIC HEARING(S)**

6.A Public Hearing on 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](#)

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

[Property Tax CC 102219.pptx](#)

Budget Manager Dunscombe provided a presentation on the property tax levy.

Deputy Mayor Tirman opened the public hearing at 6:40 p.m.

Public Comment

Lisa Macchio spoke against the increase.

Deputy Mayor Tirman closed the public hearing at 6:41 p.m.

MOTION: 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.

Blossom/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

6.B Public Hearing on Ordinance No. 2019-28 Adopting Mid-Biennium 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](#)

[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](#)

Deputy Mayor Tirman opened the public hearing at 6:46 p.m. There was no public comment. Deputy Mayor Tirman closed the public hearing at 6:46 p.m.

Budget Manager Dunscombe provided a brief overview of the mid-biennium budget modifications.

MOTION: 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.

Schneider/Blossom: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

6.C 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.

Deputy Mayor Tirman opened the public hearing at 6:53 p.m. There was no public comment. Deputy Mayor Tirman closed the public hearing at 6:53 p.m.

MOTION: I move to approve Ordinance No. 2019-31.

Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

7) UNFINISHED BUSINESS

7.A Consider Annual Funding for Friends of the Farms - Executive

Cover Page

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

Deputy City Manager Schroer introduced the agenda item and provided background information.

Public Comment

Jon Quitslund spoke in favor of funding Friends of the Farms.

MOTION: I move to provide funding for Friends of the Farm for 2020 in the amount of \$65,000 and to take up funding for further years out as part of the next budget process and to fund that \$65,000 from the Council contingency fund.

Blossom/Schneider: The motion, as amended below, carried unanimously, 6-0.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Sarah Blossom, Leslie Schneider

NOES:

ABSENT: Kol Medina

ABSTAIN: None

AMENDMENT: I would like to amend the main motion to increase the amount to \$72,000 for the 2020 payment to Friends of the Farms to come out of the Council Contingency Fund.

Peltier/Deets: The motion to amend carried, 4 – 2.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman

NOES: Sarah Blossom, Leslie Schneider

ABSENT: Kol Medina

ABSTAIN: None

MOTION: I move to form a council ad hoc committee specifically related to work on the Master Lease in 2020 with Friends of the Farms.

Nassar/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

7.B Ordinance No. 2019-09 Relating to Accessory Dwelling Units (ADUs) - Planning

[Cover Page](#)

[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](#)

Senior Planner Sutton introduced the agenda item.

Public Comment

Lisa Neal raised questions about the ordinance.

Council discussed the ordinance with Senior Planner Sutton.

MOTION: I move amend the ordinance to remove the allowance of two tiny homes in lieu of a conventional ADU [Accessory Dwelling Unit].

Peltier/Blossom: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina
ABSTAIN: None

MOTION: I move to refer draft Ordinance No. 2019-09 to the Planning Commission for the Planning Commission's consideration and recommendation, as amended tonight, and direct the City Manager to include language that sets out development standards for tiny homes.

Blossom/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider
NOES: None
ABSENT: Kol Medina
ABSTAIN: None

7.C Ordinance No. 2019-32 Amending BIMC 2.16.020.S. Housing Design Demonstration Projects (HDDP) Program - Planning

[Cover Page](#)

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

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

Senior Planner Sutton introduced the agenda item.

Public Comment

Lisa Macchio spoke against the ordinance.

Due to a technical issue, Deputy Mayor Tirman adjourned the meeting for a break at 8:05 pm. and re-convened the meeting at 8:10 p.m.

Public Comment (continued)

Lisa Neal spoke against the ordinance and the Suzuki project.

Council discussed the agenda item.

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.

Blossom/Deets: The motion carried, 4 – 2.

AYES: Sarah Blossom, Joe Deets, Matt Tirman, Leslie Schneider
NOES: Ron Peltier, Rasham Nassar
ABSENT: Kol Medina
ABSTAIN: None

7.D Resolution No. 2019-26, Updating the City's Ethics Program - Executive

[Cover Page](#)

[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](#)

Deputy City Attorney Sepler introduced the agenda item.

Public Comment

Lisa Neal spoke about the program.

Councilmember Nassar left Council Chambers at 8:50 p.m. and returned at 8:54 p.m.

Council reviewed and discussed the questions posed by Deputy City Attorney Sepler in the agenda packet.

MOTION: I move to provide for complaints against Ethics Board members to be forwarded to the Hearing Examiner.

Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

MOTION: I move to that we ask Robbie [Sepler] to come back with a definition that is consistent with the State regulation for municipal officers.

Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

MOTION: I move to remove the word "hypothetical" to the clause in Article III, Section E.D.

Deets: The motion died for lack of a second.

The program will return to a future Council meeting.

- 7.E Proposed Process to Negotiate Puget Sound Energy Franchise Agreement Renewal - Executive**
- [Cover Page](#)
- [OMW Memo Re PSE Franchise Renewal - for 10-22-19](#)

City Manager Smith introduced the agenda item.

Public Comment

David McCaughey spoke in favor of the proposed process.

Ted Jones spoke about the process.

Council discussed the process.

8) NEW BUSINESS

- 8.A First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive**
- [Cover Page](#)

First Amendment to ILA for Kitsap County Department of Emergency Management
Memo re KCDEM Agreement May 2019.docx

Emergency Management Coordinator LaSage introduced the agenda item.

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.

Blossom/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

8.B Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works

[Cover Page](#)

[Staff Memo - Virginia Mason Trailer Donation](#)

[Donation Agreement for Virginia Mason Trailer](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward acceptance of the cargo trailer donation for approval with the November 12, 2019 Consent Agenda.

Peltier/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

8.C Resolution No. 2019-28, Setting a Public Hearing Date for a Proposed Street Vacation on a Portion of Point Monroe Drive - Public Works

[Cover Page](#)

[Resolution No. 2019-28 to Set Pt. Monroe Rd Vacation Public Hearing Date](#)

[Point Monroe Road Vacation Backup Documentation_.pdf](#)

Public Works Director Wierzbicki introduced the agenda item.

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.

Peltier/Schneider: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

8.D Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works

[Cover Page](#)
[HGAC ILA Agreement](#)

Public Works Director Wierzbicki introduced the agenda item.

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.

Blossom/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

8.E [Front Broom Sweeper Procurement - Public Works](#)

[Cover Page](#)
[HGAC ILA Agreement](#)

MOTION: I move to forward the procurement of the front broom sweeper for consideration with the November 12, 2019 Unfinished Business agenda.

Schneider/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

8.F [\[Pulled\] Video Inspection Camera Procurement and Budget Amendment- Public Works](#)

[Cover Page](#)
[HGAC ILA Agreement](#)
[HGAC \(CUES\) Contract Pricing Worksheet](#)

8.G [Roadside Chipper Procurement - Public Works](#)

[Cover Page](#)
[WA State Master Contract No. 05218](#)
[FMI Equipment Quote](#)

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the procurement of the roadside chipper for approval with the November 12, 2019 Consent Agenda.

Nassar/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

9) CONSENT AGENDA

9.A Agenda Bill for Consent Agenda

[Cover Page](#)

9.B Accounts Payable and Payroll

[Cover Page](#)

[Report to Council of Cash Disbursements 10-23-19.pdf](#)

[Payroll.pdf](#)

Accounts Payable: check number 351801 from previous run = \$531.89; manual check number sequence 351802 – 351810 = \$75,228.31; regular check number sequence 351811 – 351925 = \$394,789.35. Total disbursement = \$483,494.55.

Payroll: normal direct deposit check sequence 46081 – 46211 = \$315,653.61; regular payroll check sequence 109151 – 109155 = \$5,611.36; vendor check run sequence 109156 – 109167 = \$132,436.33; Federal Tax Electronic Funds Transfer = \$117,545.79; ACH \$237.50. Total disbursement = \$571,484.59.

9.C City Council Study Session Minutes, October 1, 2019

[Cover Page](#)

[City Council Study Session Minutes, October 1, 2019](#)

9.D City Council Regular Business Meeting Minutes, October 8, 2019

[Cover Page](#)

[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

[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](#)

9.F 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](#)

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

[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. \(Executed on 9-29-17\)](#)

9.H Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works

[Cover Page](#)

[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

[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 \(Executed 2-14-19\)](#)

MOTION: I move to approve the Consent Agenda as presented.

Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider

NOES: None

ABSENT: Kol Medina

ABSTAIN: None

10) COMMITTEE REPORTS

10.A Committee Reports

[Cover Page](#)

[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](#)

Councilmember Peltier reported on the Design Review Board meeting on October 21, 2019.

11) FOR THE GOOD OF THE ORDER

Councilmember Nassar will work on a revised draft of the rights of nature ordinance for a future agenda.

Councilmember Peltier will take Deputy Mayor Tirman's place at the Kitsap Regional Coordinating Council's retreat on Friday, October 25, 2019.

Councilmember Schneider reported on the EcoCity World Summit.

12) ADJOURNMENT

Deputy Mayor Tirman adjourned the meeting at 10:09 p.m.

Kol Medina, Mayor

Christine Brown, CMC, City Clerk



CITY OF
BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: First Amendment to the Interlocal Agreement for the Kitsap County Department of Emergency Management - Executive,

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.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Executive

RECOMMENDED MOTION:

Approve with Consent Agenda.

STRATEGIC PRIORITY: Safe City

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:

ATTEST:

Joe Levan, City Attorney

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: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Donation of a Cargo Trailer for Emergency Management Purposes from Virginia Mason - Public Works

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.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

STRATEGIC PRIORITY: Safe City

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: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Interlocal Agreement with the Houston-Galveston Area Council (HGAC) for Cooperative Purchasing - Public Works,

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.

AGENDA CATEGORY: Interlocal Agreement

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

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: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: Roadside Chipper Procurement - Public Works,

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.

AGENDA CATEGORY: Contract

PROPOSED BY: Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

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 “Purchaser 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: November 12, 2019

ESTIMATED TIME: 5 Minutes

AGENDA ITEM: (9:45 PM) Committee Reports,

SUMMARY: Recent committee reports are provided for information only.

AGENDA CATEGORY: Discussion

PROPOSED BY: Executive

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

[Cultural Funding Advisory Committee Minutes, October 14, 2019](#)

[Cultural Funding Advisory Committee Minutes, October 28, 2019](#)

[Cultural Funding Advisory Committee Minutes, November 4, 2019](#)

[Cultural Funding Advisory Committee Minutes, November 6, 2019](#)

FISCAL DETAILS:

Fund Name(s):

Coding:



MINUTES

MEMBERS PRESENT: 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

Anne Katahira called the meeting to order at 4:02 PM.

The Cultural Funding Advisory Committee (CFAC) members (the “Committee”) approved the agenda for the meeting. James Cash disclosed that he served as stage manager for a production of the Lesser-Known Players for which he was compensated and recused himself from any discussions pertaining to this applicant and their proposal.

The Committee approved minutes from its October 14, 2019 meeting.

The following applicants gave 5-minute presentations about their proposals, followed by up to 5 minutes of questions from the Committee, as needed:

Time	Applicant Organization	Presenter
4:10	Kids Discovery Museum	Susie Burdick
4:20	Bainbridge Arts & Crafts	Steve Tremble
4:30	Arts & Humanities Bainbridge	Anne Smart
4:40	Bainbridge Island Japanese American Community	Carol Reitz
4:50	Bainbridge Island Historical Museum (Her Vote. Her Story and Protest Exhibits)	Brianna Kosowitz
5:00	Bainbridge Island Historical Museum (General Operating)	Brianna Kosowitz
5:10	Bloedel Reserve	Gretchen Douma
5:20	Bainbridge Artisan Resource Network	Denise Dumouchel Jess Henderson
5:30	Bainbridge Performing Arts	Dominique Cantwell
5:40	Bainbridge Island Downtown Association	Jerri Lane
5:50	Island Theatre	Tracy Dickerson
6:00	BREAK	
6:30	Island Time Activities	Kellie Cramer
6:40	Battle Point Astronomical Association	Frank Pertrie
6:50	Bainbridge Island Museum of Art	Sheila Hughes



CITY OF
BAINBRIDGE ISLAND

CULTURAL FUNDING ADVISORY COMMITTEE MEETING
MONDAY, OCTOBER 28, 2019
CITY HALL
COUNCIL CONFERENCE ROOM
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

7:00	Bainbridge Chorale	Stephanie Harris Paula Rimmer
7:10	Ovation! Performing Arts Northwest	Julia Douthart
7:20	Bainbridge Island Metropolitan Park & Recreation District (ARTLAB)	Sue Barrington
7:30	Bainbridge Island Senior Community Center	Reed Price
7:40	Bainbridge Island Metropolitan Park & Recreation District (Sounds of Summer)	Ashley Miller
7:50	The Lesser-Known Players	Jennifer Hodges
8:00	New Life Community Development Agency	Leah Reuben-Werner

The next meeting will be held on November 4, 2019 to begin deliberations and develop funding recommendations.

The meeting was adjourned at 8:10 PM.


Liaison



CITY OF
BAINBRIDGE ISLAND

CULTURAL FUNDING ADVISORY COMMITTEE MEETING
MONDAY, NOVEMBER 4, 2019
CITY HALL
COUNCIL CONFERENCE ROOM
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

MINUTES

**MEMBERS
PRESENT:**

Jim Cash
Becky Crook
Tara DeCoster

Sal DeRosalia
Steve Rabago
Diana Urbaite-Sosonkina

LIAISONS:

Councilmember Leslie Schneider

ALSO ATTENDING: Anne Katahira, The Giving Practice

NOT PRESENT: Councilmember Rasham Nassar

Anne Katahira called the meeting to order at 6:00 PM.

The Cultural Funding Advisory Committee (CFAC) members (the "Committee") approved the agenda for the meeting. James Cash disclosed that he served as stage manager for a production of the Lesser-Known Players for which he was compensated and recused himself from any discussions pertaining to this applicant and their proposal. Sal DeRosalia disclosed that he has a podcast on which he talks about culture on Bainbridge Island but noted that he does not speak about the details of the CFAC process.

The Committee approved minutes from its October 28, 2019 meeting.

The Committee discussed proposals and began developing funding recommendations for Council consideration.

The next meeting will be held on November 6, 2019 to complete deliberations and develop final funding recommendations.

The meeting was adjourned at 8:26 PM.


Liaison



CITY OF
BAINBRIDGE ISLAND

CULTURAL FUNDING ADVISORY COMMITTEE MEETING
WEDNESDAY, NOVEMBER 6, 2019
6:00 – 8:00 PM
CITY HALL
COUNCIL CONFERENCE ROOM
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA 98110

MINUTES

**MEMBERS
PRESENT:**

Jim Cash
Becky Crook
Tara DeCoster

Sal DeRosalia
Steve Rabago
Diana Urbaite-Sosonkina

LIAISONS:

Councilmember Rasham Nassar
Councilmember Leslie Schneider

ALSO ATTENDING: Anne Katahira, The Giving Practice

Anne Katahira called the meeting to order at 6:05 PM.

The Cultural Funding Advisory Committee (CFAC) members (the "Committee") approved the agenda for the meeting. James Cash disclosed that he served as stage manager for a production of the Lesser-Known Players for which he was compensated and recused himself from any discussions pertaining to this applicant and their proposal.

The Committee approved minutes from its November 4, 2019 meeting.

The Committee discussed proposals and finished developing funding recommendations for Council consideration.

The meeting was adjourned at 8:18 PM.

Liaison