CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, NOVEMBER 26, 2019

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

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
Councilmember Nassar will participate by telephone.

2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**

3. **PUBLIC COMMENT - 6:10 PM**

4. **MAYOR'S REPORT - 6:25 PM**

5. **CITY MANAGER'S REPORT - 6:30 PM**

6. **PUBLIC HEARING(S)**

6.A **(6:35 PM) Ordinance No. 2019-39 Extending the Landmark Tree Ordinance, Ordinance No. 2019-17 - Planning,** 15 Minutes
Ordinance No. 2019-39 Extending Landmark Tree Regulations Winslow Area
Exhibit A Work Plan
Exhibit B Winslow Master Plan Study Area

6.B **(6:50 PM) Public Hearing on Point Monroe Street Vacation, portion of, and Consideration of Ordinance No. 2019-34 - Public Works,** 10 Minutes
STAFF REPORT Robbins-Newlon Street Vacation - Point Monroe
Ordinance No. 2019-34 Pt. Monroe Street Vacation - Robbins-Newlon
Street Vacation Application - Pt. Monroe
Pt. Monroe Street Vacation Comments to Date

7. **UNFINISHED BUSINESS**

7.A **(7:00 PM) Race Equity Task Force Recommendations - RETF members and Council Liaisons,** 20 Minutes
RETF 11_5 City Council Proposal_ Memo
GARE Bainbridge Island Proposal August 2019

RACE EQUITY TASK FORCE_ GARE Proposal Revised Presentation
King County Equity and Social Justice Strategic Plan - Executive Summary
Marin County REAP 2017
St Anthony Village Racial Equity Plan 2017

7.B **(7:20 PM) Ordinance No. 2019-32 Amending BIMC 2.16.020.S Housing Design Demonstration Projects (HDDP) Program - Planning,** 20 Minutes
20191126 Staff Memo
Ordinance No. 2019-32 Extending HDDP Program
Planning Commission Rationale for HDDP Sunset 111819
HDDP Program Summary
Planning Commission Minutes DRAFT 110719
BIMC 2.16.020.S HDDP Program
Comp Plan Goals and Polices to support HDDP
Ordinance No. 2018-31 Limiting the Housing Design Demonstration Project Program to Affordable Housing Approved 082818
PLANNING COMMISSION MINUTES 062118

7.C **(7:40 PM) Resolution No. 2019-26, Updating the City's Ethics Program - Executive,** 20 Minutes
Staff Memo - Potential Discussion Points for City Council Consideration
Revised Code of Conduct and Ethics Program - Track Changes
Resolution No. 2019-26, Updating the City's Ethics Program

7.D **(8:00 PM) Consideration of Options Related to Shade Covenant on the Crawford Property - Executive,** 15 Minutes
Staff Memo - Options Regarding Shade Covenant

8. NEW BUSINESS

8.A **(8:15 PM) Cultural Funding Advisory Committee 2020-21 Funding Recommendations - Executive,** 10 Minutes
Recommendation_for_2020-21_Cultural_Funding_for_CC_11262019-2

8.B **(8:25 PM) Ordinance No. 2019-36 Relating to 2019 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,** 10 Minutes
Staff 2019 4th QTR Budget Amendments Transmittal Memo.docx
Ord 2019-36 2019 4th Qtr Budget Amendments
Ord 2019-36 Attachment A - Q4 Budget Amendments

8.C **(8:35 PM) Video Inspection Camera Procurement - Public Works,** 5 Minutes
Cues QUOTE.pdf
Video Camera Bid Form.pdf
Video Camera Proposed Purchase Order

8.D **(8:40 PM) Waterfront Park Tree Removal Discussion - Public Works,** 10 Minutes
Memo_WFP Tree Removal.docx
Attach A_WFP Hazard Tree Report_2019-11-06.pdf
Attach B_WFP Tree Removal_2019.pdf

8.E **(8:50 PM) Old Treatment Plant Pump Station Replacement Project Final Change Order- Public Works,** 10 Minutes
OTP Pump Station Replacement Change Order Summary Sheet.pdf

8.F **(9:00 PM) Ordinance 2019-24 Updating Bainbridge Island Municipal Code Sections 2.16.040, 2.16.050, 2.16.070, 2.16.110, 18.09.020, 18.09.030, and 18.36.030 Related to Public Participation Meetings for Short Plats, and Decision Criteria for Site Plan and Design Review and Conditional Use Permits - Planning,** 10 Minutes
PC Staff Memo re Ord 2019-24
Ord 2019-24 - Revisions to BIMC 2.16, 18.09, and 18.36
Exhibit A Title 2 Changes
Exhibit A Clean
Exhibit B 18.09 Use Table
Exhibit C Use Specific Standards

8.G **(9:10 PM) Resolution No. 2019-29, Updating the Administrative Manual to Reflect the New Subdivision Standards and the New Design Standards and Guidelines - Planning,** 10 Minutes
Resolution No. 2019-29 PCD Administrative Manual Updates for Ord 2019-03 and 2019-25
Resolution No. 2019-29 Exhibit A Admin Manual Updated - City Council

8.H **(9:20 PM) Resolution No. 2019-30 Relating to Clean Fuel Standard Endorsement - Councilmember Peltier,** 10 Minutes
Resolution 2019-30 Relating to Clean Fuel Standards

9. CONSENT AGENDA

9.A **(9:30 PM) Agenda Bill for Consent Agenda,** 5 Minutes

9.B **Accounts Payable and Payroll**
Payroll.pdf
Report to Council of Cash Disbursements 11-27-19.pdf

9.C **City Council Special Meeting Minutes, November 5, 2019**
City Council Special Study Session Minutes, November 5, 2019

9.D **City Council Regular Business Meeting Minutes, November 12, 2019**
City Council Regular Business Meeting Minutes, November 12, 2019

9.E **Public Safety Committee Recommendation on Committee Changes - Councilmembers Deets, Blossom, and Peltier,** 5 Minutes

9.F **Ordinance No. 2019-37, Authorizing Local Sales Tax to Support Affordable and Supportive Housing - Finance,** 5 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

9.G **Lodging Tax Advisory Committee (LTAC) 2020 Funding Recommendations - Executive,** 5 Minutes
2020 LTAC Funding Recommendations - for CC 11122019

9.H **Ordinance No. 2019-30, Updating Pass-Through Fee From Retailers to Customers Requesting Bags - Finance,** 5 Minutes
Ordinance No. 2019-30, Update of Pass-Through Fee From Retailers to Customers Requesting Bags

9.I **Ordinance No. 2019-35, Relating to Business and Occupation Taxes (B&O) Changes - Finance,** 5 Minutes
Ordinance No. 2019-35 Implementing State Mandated Changes to Business and Occupation Tax
AWC 2019 Summary of Changes

9.J **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.K **Second Amendment to the Interlocal Agreement with Kitsap County Sheriff's Office for the Incarceration of City Prisoners - Police,** 5 Minutes
2020 Jail Contract Amendment

9.L **West Sound Stormwater Outreach Group Interlocal Agreement - Public Works,** 5 Minutes
2020-2022 West Sound Stormwater Outreach Group ILA, Contract KC-512-19

9.M **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.N **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.O **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. COMMITTEE REPORTS

10.A **(9:35 PM) Committee Reports,** 5 Minutes
Climate Change Advisory Committee Meeting Minutes, October 16, 2019

Race Equity Task Force Meeting Minutes, October 3, 2019
Utility Advisory Committee Meeting Minutes, October 9, 2019

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

12. ADJOURNMENT - 9:50 PM

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

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

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

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

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

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

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

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (6:35 PM) Ordinance No. 2019-39 Extending the Landmark Tree Ordinance, Ordinance No. 2019-17 - Planning,

SUMMARY: The interim control initially adopted via Ordinance 2018-25 related to the preservation of Landmark Trees, which was most recently amended by Ordinance No. 2019-17 and which is codified as Chapter 16.32 of the Bainbridge Island Municipal Code, is set to expire on December 26, 2019. This six-month extension will allow staff time to draft additional regulations to provide tree protections.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION: Conduct the public hearing on Ordinance No. 2019-39 extending the interim controls for the protection of Landmark Trees.

I move to forward Ordinance No. 2019-39 to the December 10, 2019 Consent Agenda for consideration of approval.

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).

On November 12, 2019, the City Council set the public hearing on Ordinance No. 2019-39 for November 26, 2019.

ATTACHMENTS:

Ordinance No. 2019-39 Extending Landmark Tree Regulations Winslow Area

Exhibit A Work Plan

Exhibit B Winslow Master Plan Study Area

FISCAL DETAILS: N/A

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 for 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 ___ day of December, 2019.

APPROVED BY THE MAYOR this ___ 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 ___, 2019
PUBLISHED:	December ___, 2019
EFFECTIVE DATE:	December ___, 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.

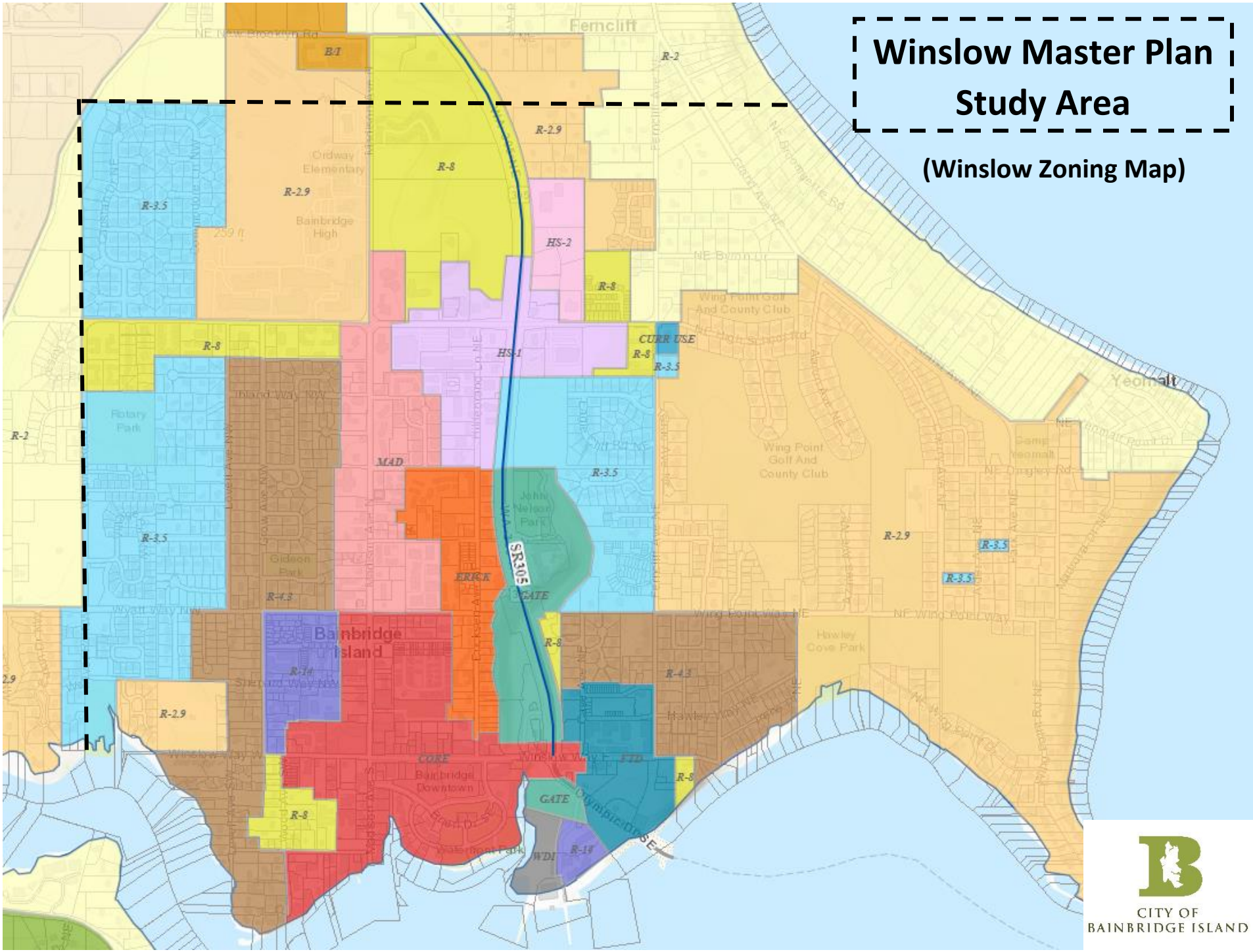
October 2019
The City hired a full-time Arborist to perform a variety of work including reviewing various tree permits (4 total, including the Landmark Tree permit), to educate the public about best tree practices, and to participate in any tree preservation, protection, and retention ordinance regulations 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



CITY OF BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (6:50 PM) Public Hearing on Point Monroe Street Vacation, portion of, and Consideration of Ordinance No. 2019-34 - Public Works,

SUMMARY: City Council to hold public hearing, take public comments, and review staff report. City Council to consider forwarding Ordinance No. 2019-34 to the December 10, 2019 business meeting for approval with the consent agenda for that meeting.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Conduct public hearing and forward Ordinance No. 2019-34 for approval with the December 10, 2019 consent agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

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

BACKGROUND: Significant segments of the existing physical roadway known as Point Monroe Drive are located outside of the platted right-of-way; therefore, various abutting property owners are requesting street vacations to correct the misalignment.

A petition to vacate and dedicate a portion of Point Monroe Drive was received by the City on October 2, 2019 from Petitioners Robbins/Newlons. A public hearing date of November 26, 2019 was set by Resolution No. 2019-28 and all public notices were published, posted, and mailed in accordance with BIMC 12.34.080 and state law.

The Public Works Department recommends approval of this proposed vacation of a portion of Point Monroe Drive. City staff prepared a staff report (attached) and submitted the report to the City Council in advance of the public hearing in accordance with the BIMC and state law. To date, City staff has not received any objections to this proposed street vacation.

Following the public hearing, receipt of the staff report, and consideration of the criteria and other provisions of BIMC 12.34.110, it is recommended that the City Council forward to the December 10, 2019 business meeting for consideration of approval this ordinance and the resultant vacation of a portion of Point Monroe Drive.

ATTACHMENTS:

STAFF REPORT Robbins-Newlon Street Vacation - Point Monroe

Ordinance No. 2019-34 Pt. Monroe Street Vacation - Robbins-Newlon

Street Vacation Application - Pt. Monroe

Pt. Monroe Street Vacation Comments to Date

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Public Works Department
Memorandum

Date: November 19, 2019

To: City Council

From: Chris Wierzbicki, Public Works Director

Subject: Point Monroe, portion of, Street Vacation — Staff Report

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Pursuant to BIMC 12.34.070, the Public Works Department has prepared this report concerning the proposed street vacation of the portion of Point Monroe Drive at issue here, which report addresses the criteria (see BIMC 12.34.110) to be considered by the City Council in determining whether to vacate the street, and such other information as deemed appropriate by the Public Works Department. In preparing this report, the Public Works Department has solicited comments from the Department of Planning and Community Development and the Police Department, as well as from other governmental agencies and utility companies having jurisdiction or utilities within the boundaries of the City. The report is being submitted to the City Council not less than five days before the hearing.

Background:

Segments of the existing Point Monroe Drive roadway are located outside of the platted right-of-way; therefore, there is the need to vacate and rededicate various portions of Point Monroe Drive to correct the current situation. Petitioners Robbins and Newlons submitted a petition to vacate and rededicate a portion of Point Monroe Drive which abuts their residences on October 2, 2019. As required by state law, the Public Works Department processed the petition and verifies it to be sufficient.

The City Council approved Resolution No. 2019-28 at their October 22,2019 meeting and thereby set a public hearing date of November 26, 2019 for the proposed vacation of the portion of Point Monroe Drive at issue here.

The following tax parcels abut the proposed vacation area: Tax Parcel No. 4155-000-046-0100, Tax Parcel No. 4155-000-112-0000, Tax Parcel No. 4155-000-045-0101, Tax Parcel No. 4155-000-113-0009.

Notice of Hearing:
Public notices were published, posted, and mailed in accordance with BIMC 12.34.080.

Easements
There are no specific utility easements recorded within the proposed street vacation area. Any existing utilities located within the proposed right-of-way dedication area would be covered by existing franchise agreements.

Criteria: 12.34.110 – City Council Decision:
Following the hearing and receipt of the staff report, the City Council shall determine whether to vacate the portion of the street at issue here. The determination shall include, but not be limited to, consideration of the following criteria:

> Whether a change of use or vacation of the street or alley will better serve the public:
> *The vacation of this portion of the right-of-way will better serve the public because this vacation, along with the associated right-of-way dedication, will make the legal access match the existing roadway and utilities and clear the encumbered title of abutting landowners.*
>
> Whether the street or alley is no longer required for public use or public access:
> *The street is needed for public use and it will continue to be used as such, but the portion of the street at issue here was not constructed to match the right-of-way. Subsequently, residences and other private improvements were erected thereon, rendering public use of the originally designated right-of-way impossible, so this vacation and rededication will allow the legal access to match the existing roadway.*
>
> Whether the substitution of a new and different public way would be more useful to the public:
> *A substitution matching the roadway and utilities as constructed would be more useful to the public than the current situation, which is why this vacation and rededication is being pursued as identified in documents included in this submittal, to match the legal access to the existing roadway.*

Whether conditions may so change in the future as to provide a greater use or need than presently exists:

This vacation of a portion of the street at issue will correct the current condition in which the roadway doesn't match the right-of-way, and that correction will legally clarify the use and need of the roadway. It is not expected that conditions will so change in the future related to this street as to provide a greater use or need than presently exists. The longstanding and ongoing trend on Point Monroe has been to replace small cabins with significantly larger residences. Changes to the physical alignment of the roadway as it exists and is used currently are not expected to be advantageous nor possible.

Protests:

To date, no objections or protests have been received.

Public, Utility, Agency & Departmental Comments:

Comments regarding the proposed right-of-way vacation were solicited and received from other agencies, utility companies, and City departments. The Public Works Department received the following comments to date:

Puget Sound Energy:

PSE has reviewed our electrical facilities in the proposed vacate area adjacent to lots 45, 46, 112, and 113 in the Plat of Madison Beach. At this time, PSE operates overhead powerlines and poles within the current location of Point Monroe Drive and sees no use of the old alignment for our utilities. Therefore, PSE approves to have the current alignment of the road reflect its current location.

Century Link:

CenturyLink does have aerial facilities here, on the PSE poles as shown on your exhibit. If this is included in an easement, CenturyLink has no objections.

Bainbridge Island Fire Department:

The Fire Department does not object to the ROW realignment provided:

- The realignment encompasses at least the existing clear width of the access roadway
    - *Public Works Department Response: The proposed street vacation will be an equal area swap.*
- Any water lines serving fire hydrants and the hydrants themselves remain located in the ROW or within a utility easement

    - *Public Works Department Response:* Any existing utilities located within the proposed right-of-way dedication area would be covered by existing easement or franchise agreements.
- The realignment incorporates any existing, designated pull outs or fire apparatus turnarounds
    - *Public Works Department Response: There are not designated pull-outs or fire apparatus turnarounds in this proposed street vacation area.*

Bainbridge Island Planning and Community Development:
No objections.

Bainbridge Island Police Department:
No objections.

Bainbridge Island Metr0 Park & Recreation District:
No objections.

Public Works Department:
The Public Works Department has no objections to the proposed right-of-way vacation and rededication and recommends approval.

Attachments:
Puget Sound Energy
Century Link
Bainbridge Island Fire Department
Bainbridge Island Police Department
Bainbridge Island Metro Park & Recreation District

File

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Ave. North
Bainbridge Island, WA 98110

ORDINANCE NO. 2019-34

Documents Referenced, Assigned or Released:	N/A
Grantor(s):	City of Bainbridge Island, a Washington State municipal corporation
Grantees:	Ernest and Gayle Robbins Thomas and Linda Newlon
Short Legal Description: .	Tracts 45, 46, 112 & 113, plat Madison Beach, Vol. 5, pg. 14, records Kitsap County, WA City of Bainbridge Island, Kitsap County, Washington, (Complete legal description on Exhibits B and D)
Assessor's Property Tax Parcel/Account Number(s):	4155-000-046-0100, 4155-000-112-0000, 4155-000-045-0101, 4155-000-113-0009

ORDINANCE NO. 2019-34

AN ORDINANCE of the City of Bainbridge Island, Washington, vacating a portion of Point Monroe Drive abutting Tax Lot Nos. 4155-000-046-0100 (046), 4155-000-112-0000 (112), 4155-000-045-0101 (045), and 4155-000-113-0009 (113), and requiring the dedication of the existing paved right-of-way in exchange for the vacation.

WHEREAS, on October 2, 2019, Ernest and Gayle Robbins and Thomas and Linda Newlon ("Petitioners") filed a petition to vacate a portion of dedicated right-of-way along Point Monroe Drive NE (Mountain View Lane per plat) abutting such real property; and

WHEREAS, the vacation of the portion of the street at issue is to correct the alignment of the existing platted right-of-way and the existing paved roadway via an exchange of equal area, depicted on **Exhibit A**, whereby the Petitioners shall record the dedication of right-of-way to align with the existing paved roadway area simultaneously with the recordation of this ordinance; and

WHEREAS, on October 7, 2019, the Director of Public Works certified that the petition was legally sufficient having been signed by 100% of the owners of property abutting said right-of-way, exceeding the two-thirds requirement of Bainbridge Island Municipal Code ("BIMC") 12.34.060; and

WHEREAS, by Resolution No. 2019-28, the City Council set a public hearing before the Council on the proposed vacation for November 26, 2019; and

WHEREAS, City staff posted, published, and mailed notices of the public hearing in accordance with BIMC 12.34.080; and

WHEREAS, BIMC 12.34.110 authorizes the vacation of the portion of the street at issue here and further authorizes the City Council to retain easements for construction, repair, and maintenance of existing and future utilities and services as well as to condition or limit a street vacation as the Council deems necessary to preserve any desired public use or benefit; and

WHEREAS, the City Council held the public hearing at the scheduled time on November 26, 2019; and

WHEREAS, the City Council has considered any objections to the proposed vacation that were made as part of this process by owners of private property abutting the street or other governmental agencies or members of the general public; and

WHEREAS, a vacation of the right-of-way will better serve the public, and the substitution of a realigned public right-of-way will be more useful to the public;

WHEREAS, the City Council has considered whether conditions may change in the future as to provide a greater use or need than presently exists; and

WHEREAS, the City Council has considered the criteria set forth in BIMC 12.34.110 to determine whether to vacate the portion of Point Monroe Drive at issue here; and

WHEREAS, the City Council desires to vacate the portion of Point Monroe Drive legally described on **Exhibit B** and depicted on **Exhibit C** and to accept the Petitioners' proposal to transfer the real property legally described on **Exhibit D** and depicted on **Exhibit E** in exchange and as compensation for the vacation of the portion of Point Monroe Drive at issue here; and

WHEREAS, upon passage of this ordinance, Petitioners shall submit a signed and notarized deed dedicating the 2,010 square feet of right-of-way to the City in the form attached hereto as **Exhibit F** and made a part hereof by this reference; and

WHEREAS, upon passage of this ordinance, Petitioners shall submit signed and notarized right-of-way deeds in the form attached hereto as **Exhibit F** transferring a portion of Lots 045, 046, 112, and 113 to align such parcels with the new right-of-way.

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

Section 1. Criteria. The City Council considered the criteria set forth in BIMC 12.34.110 to determine whether to vacate the portion of the right-of-way at issue here, including whether the substitution of a new and different public way would be more useful to the public.

Section 2. Findings, Declarations, and Statements. The City Council adopts the following findings, makes the following declarations, and enters the following statements, which address the requirements of BIMC 12.34.110:

A. The vacation of the right-of-way and corresponding dedication of right-of-way to the City at issue is in the public interest and will better serve the public;

B. The portion of the right-of-way being vacated is no longer required for public use or public access because it has been substituted by the existing roadway and attendant area that is being dedicated to the City in fee title;

C. The substitution of the above described public way, which is an existing roadway and attendant area, will be more useful to the public;

D. The City Council does not expect that conditions may so change in the future as to provide a greater use or need than presently exists; and

E. The City Council has considered any objections to the proposed vacation made by owners of private property (exclusive of Petitioners) abutting the street, as well as any objections made by other governmental agencies or members of the general public.

Section 3. Vacation. The right-of-way being vacated is depicted on **Exhibit C**, which is incorporated herein by reference. That portion of Point Monroe Drive abutting Tax Lot Nos. 4155-000-046-0100 and 4155-000-112-000 is vacated to Ernest and Gayle Robbins, and that portion of Point Monroe Drive abutting Tax Lot Nos. 4155-000-045-0101 and 4155-000-113-0009 is vacated to Thomas and Linda Newlon.

Section 4. Reservation of Easements. The City Council conditions the vacation on the reservation and retention of any existing easements benefitting the City in the street vacation area, recognizing, however, that the City isn't aware of any specific utility easements recorded within the street vacation area. Any existing utilities located in the roadway area that will be dedicated to the City as part of this vacation will continue to be governed by franchise or similar agreements.

Section 5. Payment of Compensation. The owners of the subject lots abutting the right-of-way have granted the dedication described in **Exhibit D** to the City in lieu of payment of compensation for the vacation of the right-of-way, in accordance with, for example, BIMC 12.34.135. The Director of Public Works determined that the fair market value of the right-of-way dedication is equivalent to the fair market value of the right-of-way vacated and, therefore, the owners of the lots abutting the right-of-way are not required to pay compensation for the right-of-way vacation because this vacation is regarded as an equal area exchange.

Section 6. Conditions of Approval of Street Vacation. The vacation of the portion of Point Monroe Drive at issue here is conditioned upon receipt of the deed from the Petitioners dedicating the new right-of-way to the City in the form attached hereto as **Exhibit F**. If the Petitioners fail to submit the deed to the City Clerk within twenty (20) days of the passage of this ordinance and the Director of Public Works, at their reasonable discretion, determines that the deed was not submitted in a timely manner, this ordinance shall be null and void.

Section 7. Recording. The City Clerk is authorized and directed to record a certified copy of this ordinance and the deed with the Kitsap County Auditor's office.

Section 8. Effective Date. This ordinance shall be effective five (5) days from and after its passage, approval, and publication as required by law.

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

APPROVED by the Mayor _____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 21, 2019
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-34

ATTACHMENTS: Exhibits A – F

EXHIBIT A
SKETCH
SHOWING BOTH VACATION & DEDICATION AREAS
(attached)

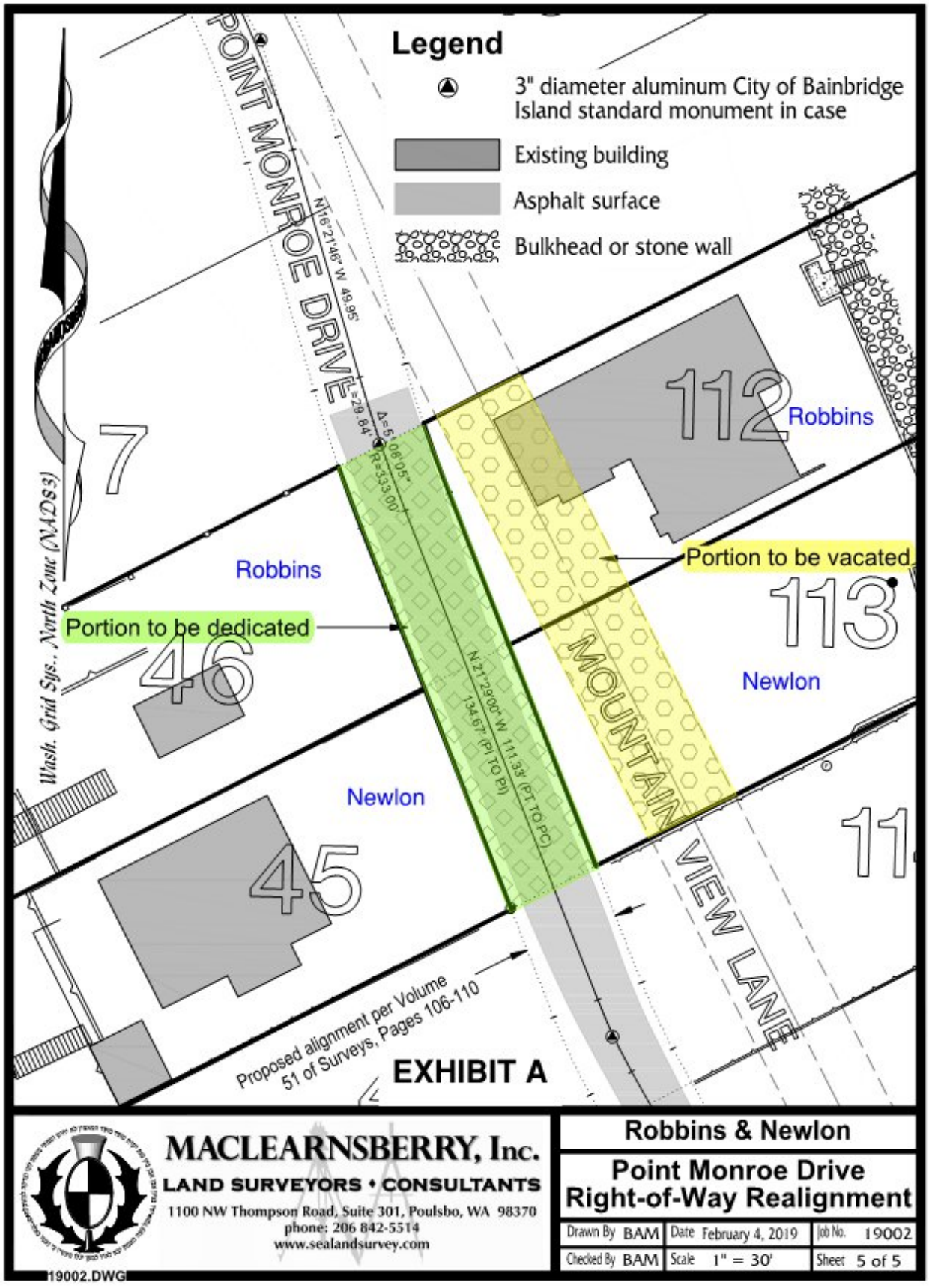

Legend
3" diameter aluminum City of Bainbridge Island standard monument in case
Existing building
Asphalt surface
Bulkhead or stone wall
POINT MONROE DRIVE
N16°21'46" W 49.95'
L=29.84'
Δ=5°08'05"
R=333.00'
N 21°29'00" W 111.33' (PT TO PC)
134.67' (PI TO PI)
MOUNTAIN VIEW LANE
Wash. Grid Sys., North Zone (NAD83)
7
112
Robbins
Portion to be vacated
113
Newlon
Robbins
Portion to be dedicated
46
Newlon
45
11
Proposed alignment per Volume 51 of Surveys, Pages 106-110
EXHIBIT A
MACLEARNSBERRY, Inc.
LAND SURVEYORS • CONSULTANTS
1100 NW Thompson Road, Suite 301, Poulsbo, WA 98370
phone: 206 842-5514
www.sealandsurvey.com
19002.DWG
Robbins & Newlon
Point Monroe Drive
Right-of-Way Realignment
Drawn By BAM
Date February 4, 2019
Job No. 19002
Checked By BAM
Scale 1" = 30'
Sheet 5 of 5

EXHIBIT B

VACATION AREA DESCRIPTION

MACLEARNSBERRY, Inc.
LAND SURVEYORS • CONSULTANTS
1100 NW Thompson Road, Suite 301, Poulsbo, WA 98370
phone: 206 842-5514
www.sealandsurvey.com

Newlon & Robbins Right-of-Way Realignment
of portion of
Point Monroe Drive
Legal Description of portion to be Vacated

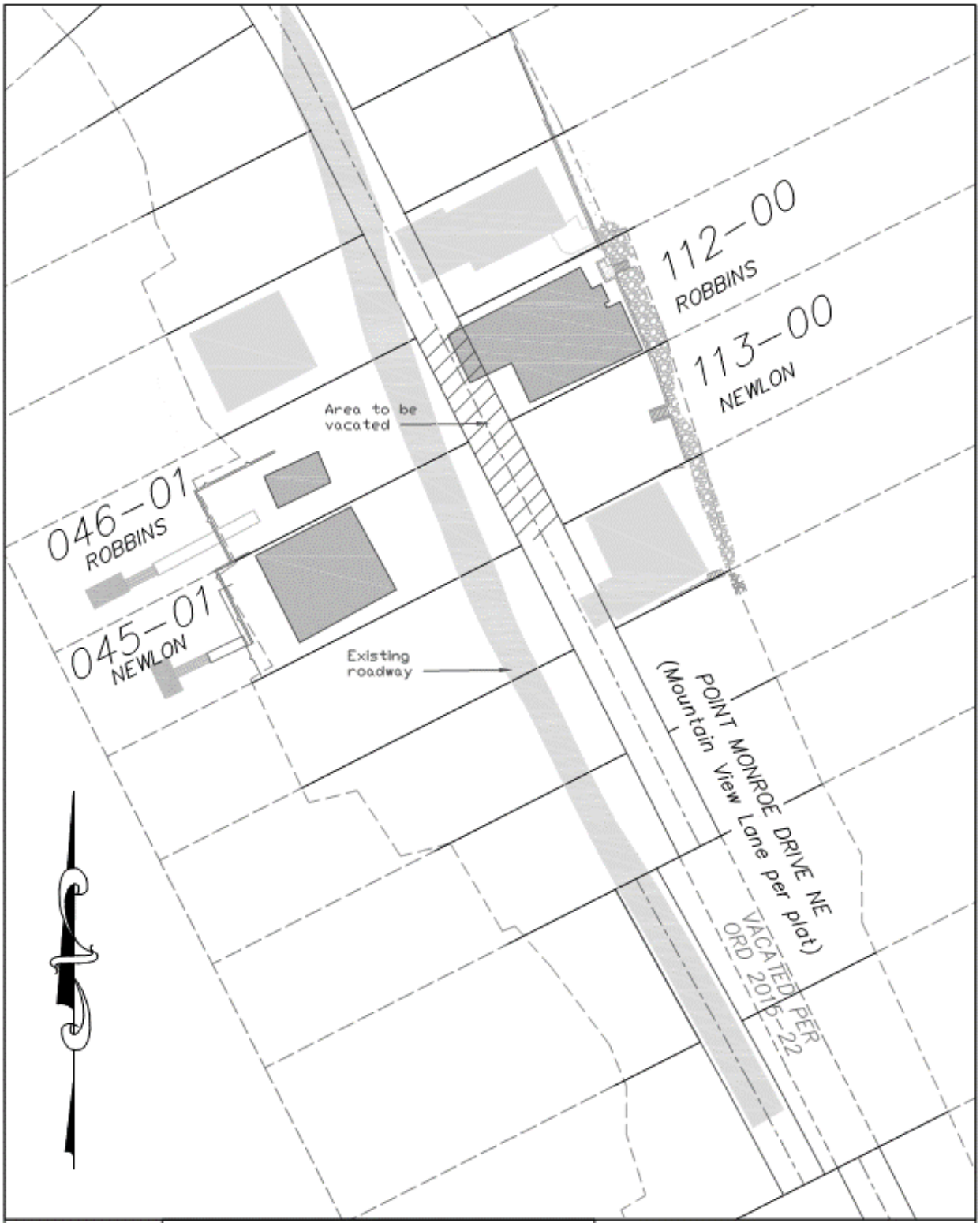
That portion of Mountain View Lane established by Madison Beach per Volume 5, Page 14, records of Kitsap County, Washington, within Government Lot 2, Section 35, Township 26 North, Range 2 East, W.M., on Bainbridge Island, fronting Lots 45, 46, 112 and 113, said plat.



3/5/2019

Area = 2,000 Square Feet

EXHIBIT C
SKETCH
SHOWING AREA TO BE VACATED
(attached)



11-07-2019 DATE	EXHIBIT C Existing Right-of-Way Alignment plat of Madison beach G.L. 2, Sec. 35, T.26N., R.2E., W.M.	CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT
1 NUMBER		

EXHIBIT D

DESCRIPTION OF AREA TO BE DEDICATED TO THE CITY OF BAINBRIDGE ISLAND
FOR
NE POINT MONORE DRIVE RIGHT-OF-WAY

MACLEARNSBERRY, Inc.
LAND SURVEYORS • CONSULTANTS
1100 NW Thompson Road, Suite 301, Poulsbo, WA 98370
phone: 206 842-5514
www.sealandsurvey.com

Newlon & Robbins Right-of-Way Realignment
of portion of
Point Monroe Drive
Legal Description of portion to be Dedicated

That portion of Lots 45 and 46, Madison Beach, per Volume 5 of Plats, Page 14, records of Kitsap County, Washington, within Government Lot 2, Section 35, Township 26 North, Range 2 East, W.M., on Bainbridge Island, being a 20.00 foot wide strip of land, having 10.00 feet of said width on each side of the following described centerline:

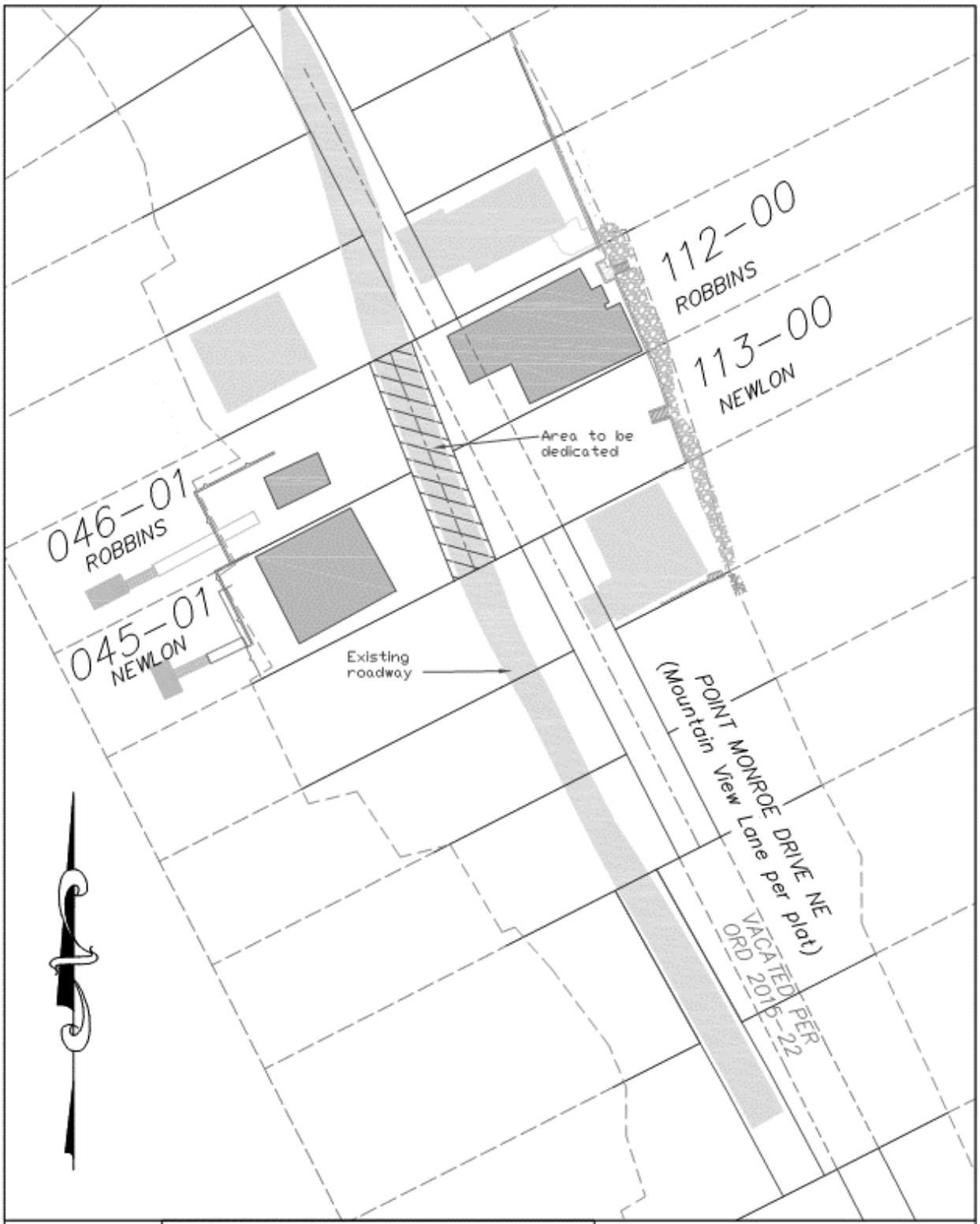
Beginning at a cased road monument set for Volume 51 of Surveys, Pages 106-110, records of said county, which monument lies on or near the boundary common Lots 39 and 40, said plat, and which, according to the meridian of said survey, lies South 29°11'13" East of a P.I. road monument, similarly set for said survey; said point bein the True Point of Beginning; thence North 29°11'13" West 207.86 feet to a point of curve; thence along a 125.00 foot radius curve to the right, having a central angle of 7°41'54" and an arc length of 16.80 feet; thence North 21°29'19" West 111.20 feet to a point of curve; thence along a 333.00 foot radius curve to the right, having a central angle of 5°07'14" and an arc length of 29.76 feet to the terminus of this portion of the road centerline.



6/13/2019

Area = 2,010 Square Feet

EXHIBIT E
SKETCH OF DEDICAITON AREA
(attached)



11-07-2019 DATE	EXHIBIT E Right-of-Way Dedication plat of Madison beach	CITY OF BAINBRIDGE ISLAND PUBLIC WORKS ENGINEERING DEPARTMENT
1 NUMBER	G.L. 2, Sec. 35, T.26N., R.2E., W.M.	

EXHIBIT F
FORM OF RIGHT-OF-WAY DEED
(attached)

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Ave. North
Bainbridge Island, WA 98110

RIGHT-OF-WAY DEED

Documents Referenced, Assigned or Released:	N/A
Grantor(s):	[Insert Name of Grantor(s)]
Grantee:	City of Bainbridge Island, a Washington State municipal corporation
Short Legal Description:	[_____] City of Bainbridge Island, Kitsap County, Washington, (Complete legal description on Exhibit A)
Assessor's Property Tax Parcel/Account Number(s):	[_____]

RIGHT-OF-WAY DEED

THIS RIGHT-OF-WAY DEED ("Deed") is conveyed by [Insert name of Grantor] ("Grantor") and accepted by the City of Bainbridge Island, a Washington State municipal corporation, ("City" or "Grantee") as follows:

A. Grantor is the fee owner of the real property, which is situated in Bainbridge Island, Kitsap County, Washington, and is legally described on **Exhibit A,** which is attached hereto and incorporated herein by this reference ("Grantor's Property").

B. Grantor desires to convey to the City a portion of Grantor's Property for right-of-way purposes, in accordance herewith.

NOW, THEREFORE, the Grantor, for and in consideration of the benefits of a public right-of-way and other good and valuable consideration and in lieu of condemnation, hereby warrants and conveys to the City that portion of Grantor's Property, which is legally described on **Exhibit B** and depicted on **Exhibit C**, which are both attached hereto and incorporated herein by this reference ("Right-of-Way"), in fee simple and not as an easement, for use and occupancy by the City, including for the construction, development, maintenance, repair, replacement, and public use of: (i) a roadway; (ii) other reasonable and appropriate uses appurtenant to a municipal roadway and utility installation and use, including, without limitation, sidewalks, curbs, gutters, and utility facilities; and (iii) utility facilities for the benefit and use of the City and utility purveyors.

In addition, Grantor further grants to the City a perpetual, nonexclusive easement for making and undertaking all necessary slopes for cuts and fills incident or appurtenant to the construction and maintenance of roadway slopes and stormwater conveyances in excavation and/or embankment for roadway purposes, in conformity with City engineering design and development standards for roadways, over, under, upon, and across the portion of the Grantor's Property abutting the right-of-way.

IN WITNESS WHEREOF, the Grantor has conveyed, and the City has accepted, this Deed as of the later of the signature dates below.

GRANTOR:	**GRANTEE:**
[Grantor's Name]	City of Bainbridge Island
By: _____	By:_____
Title: _____	Chris Wierzbicki Director of Public Works

STATE OF WASHINGTON)
)ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and seal this _____
day of _____, 20__.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Chris Wierzbicki is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Public Works Director of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Given under my hand and seal this _____
day of _____, 20__.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT B

DESCRIPTION OF RIGHT-OF-WAY DEED AREA

EXHIBIT C

RIGHT-OF-WAY DEED AREA SKETCH
(attached)

City of Bainbridge Island
Application for Rights-of-Way Vacation

To: City Clerk, City of Bainbridge Island

APPLICANT: Tom & Linda Newlon, Paul & Gayle Robbins

ADDRESS: 15667 & 15668 Point Monroe Drive

Bainbridge Island, WA 98110

Phone: 842-6573 & 842-8116 Fax: _____

Fax: _____ Cell Phone: _____ E-Mail: thomas.newlon@stoel.com
sandspitfish@bainbridge.net

- ☐ Application Fee; Receipt # _____
- ☐ Petition to vacate right-of-way
- ☐ Legal description of area to be vacated
- ☐ Vicinity Map
- ☐ Plat map showing front footage abutting proposed vacation
- ☐ Utility company response letters
- ☐ Exhibit showing area to be vacated
- ☐ Survey
- ☐ Flagging prior to public hearing
- ☐ MAI Certified Appraisal & Compensation prior to final ordinance reading

PARCEL LOCATION: (Give brief description of geographic location) The subject properties straddle Point Monroe Drive about 990 feet northerly of the north boundary of Fay Bainbridge State Park.

Fronting Street: Point Monroe Drive

Adjacent or Nearest Street Intersection: Point Monroe & Sunrise Drive

Comprehensive Plan Map Designations: UR-6

Current Zoning: UR-6

Explain basis for request to vacate the City rights-of-way: **Point Monroe Drive as as constructed does not correspond with the public right-of-way as platted. The platted right-of-way passes through several houses, including the Robbins.**

List any easement and/or existing utilities either public or private that abut or cross the proposed vacation: **There are no easements associated with the area proposed to be vacated. Only residential service lines cross the platted right-of-way. The primary service lines all run along the physical road.**

EXPLANATIONS RELATING TO BIMC 12.34.110:

Explain whether a change of use or vacation of the street or alley will better serve the public: **The road and public utilities are largely not covered by a right-of-way, easements of record or perfected prescriptive easements. This vacation, along with the associated right-of-way dedication, will make the legal access match the existing road and utilities and clear the encumbered title of fronting landowners.**

Explain whether the street or alley is no longer required for public use or public access: **The road was never built to match the right-of-way. Subsequently, residences and other private improvements were erected thereon, rendering public use of the originally designated right-of-way impossible.**

Explain whether the substitution of a new and different public way would be more useful to the Public: **A substitution matching the road and utilities as constructed is proposed as identified in documents included in this submittal.**

Describe whether conditions may so change in the future as to provide a greater use or need than presently exists: **The longstanding and ongoing trend on Point Monroe has been to replace small vacation cabins with significantly larger residences. Changes to the physical alignment of the road are neither advantageous or possible.**

Discuss whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public: **We are aware of no objections to this proposal.**

PROPERTY OWNERS: List names, mailing addresses of all owners of the abutting property(s) that will receive vacated area property:

Tom & Linda Newlon, 15667 Point Monroe Drive NE, Bainbridge Island, WA
Paul & Gayle Robbins, 15668 Point Monroe Drive NE, Bainbridge Island, WA

(Attach additional sheets if necessary)

CONTACT PERSON: (to receive all correspondence, advisory reports, hearing notice, etc. via mail and to be primary phone and correspondence contact):

Name: Bruce MacLearnsberry

Mailing Address: 1100 NW Thompson Road, Suite 301

City: Poulsbo State: WA Zip: 98370

Phone: 842-5514 Fax: _____

Fax: _____ Cell Phone: _____ Email: bruce@sealandsurvey.com

I hereby state that I am the Applicant, or an Agent for the Applicant, listed above and that the foregoing statements and answers herein made, and all information and evidence herein made, and all information and evidence herewith submitted are in all respects and to the best of my knowledge and belief, true and complete. I understand that the filing fee accompanying this application is non-refundable and is only for the purpose of partially defraying the normal administrative expenses of processing the application, and that the payment of said fee does not result in automatic approval of the vacation requested in this application.

Thomas C. Newlon Paul Robbins 6/26/19

Signature of Applicant Date

Thomas Newlon & Paul Robbins

Printed Name of Applicant

PUGET SOUND ENERGY

Tacoma Office
3130 South 38th Street
Tacoma, WA 98409
PSE.com

April 2, 2019

MACLEARNSBERRY, INC
Attn: Bruce
1100 NW THOMPSON RD. STE 301
POULSBO, WA 98370

RE: Realignment of Point Monroe Drive and Vacate

Dear Bruce,

Puget Sound Energy, Inc (PSE)., has reviewed our electrical facilities in the proposed vacate area adjacent to lots 45, 46, 112 and 113 in the Plat of Madison Beach. As of this time PSE operates overhead powerlines and poles within the current location of Point Monroe Dr. and see no use of the old alignment for our utilities. Therefore, PSE approves to have the current alignment of the road reflect it current location.

Should you have any questions concerning the our comments please feel free to call, voice mail is available 24hrs a day I can be reached directly at (253)476-6450

Best Regards,

Mr. Shawn R. Greninger, SR/WA
Supervisor Real Estate

Shawn.greninger@PSE.com
(253)476-6098fax

Cc: File

Bruce MacLearnsberry

From: Baker, Brad <Brad.Baker@centurylink.com>
Sent: Friday, May 10, 2019 7:30 AM
To: bruce@sealandsurvey.com
Subject: P815369 CenturyLink facilities on Point Monroe Dr
Attachments: P815369 Point Monroe Dr NE aerial line.jpg

Hi Bruce, CenturyLink does have aerial facilities here, on the PSE poles shown on your exhibit and on the attached photo. If this is included in an easement, CenturyLink has no objections. Let me know if this will suffice, or if you need a letter stating this. Thanks.

Brad Baker
Faulk & Foster | CenturyLink
Network Infrastructure Services
11108 Chennault Beach Rd
Mukilteo WA 98275
cell: 425.286.4017

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Virus-free. www.avg.com

October 18, 2019

MacLearnsberry, Inc.
1100 NW Thompson Rd, Suite 301
Poulsbo, WA 98370

Dear Bruce:

I am in receipt of your letter dated September 20, 2019 regarding the realignment of Point Monroe Drive in two areas.

The Fire Department does not object to the ROW realignment provided:

- the realignment encompasses at least the existing clear width of the access roadway,
- any water lines serving fire hydrants and the hydrants themselves remain located in the ROW or within a utility easement,
- the realignment incorporates any existing, designated pull outs or fire apparatus turnarounds; and
- does not restrict in any way the existing roadway and the ability for emergency services to utilize the roadway in the future.

Please contact me should you have any further questions.

Sincerely,

Jared Moravec
Deputy Fire Chief/Fire Marshal

8895 Madison Avenue NE, Bainbridge Island, WA 98110 (206) 842-7686 www.bifd.org

Joan Haase

From: Jeff Horn
Sent: Wednesday, October 23, 2019 8:52 AM
To: Joan Haase
Subject: RE: Proposed Road Vacation for a portion of Point Monroe Drive

Hi Joan,

No problems from this side. Thanks for checking.

Have a great day!

JEFF HORN, INTERIM CHIEF OF POLICE
Bainbridge Island Police Department
625 Winslow Way East
Bainbridge Island, WA 98110
www.bainbridgewa.gov
206.842.5211 (Office)
206.780.4688 (Desk)
206.730.7888 (Mobile)

From: Joan Haase <jhaase@bainbridgewa.gov>
Sent: Tuesday, October 22, 2019 2:13 PM
To: Heather Wright <hwright@bainbridgewa.gov>; Jeff Horn <jhorn@bainbridgewa.gov>
Subject: Proposed Road Vacation for a portion of Point Monroe Drive

Planning/Police,

Please let me know if you have any concerns and/or objections to this proposed road vacation so I can incorporate into the Staff Report.

For more information, see October 22, 2019 City Council link below to set the public hearing date.
https://d2kbkoa27fdvtw.cloudfront.net/bainbridgewa/7563731d8b6946c7246290570fe771e50.pdf

Thank-you,

CITY OF BAINBRIDGE ISLAND
JOAN HAASE

Joan Haase

From: Perry Barrett <perry@biparks.org>
Sent: Tuesday, November 5, 2019 4:04 PM
To: Joan Haase
Subject: RE: Proposed Road Vacation, Portion of Point Monroe Drive

Joan,
For Robbins, Newlon ROW vacation. We understand that these are road vacations to re-align the right-of-way to match the existing roadway. We have no reason to object.

Thank you for asking us.

Sincerely,

T. Perry Barrett, AICP
Sr. Planner
Bainbridge Island Metro. Park & Recreation District
206/842-2306 x 119
Cell: 206/488-8209

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 26, 2019 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (7:00 PM) Race Equity Task Force Recommendations - RETF members and Council Liaisons,

SUMMARY:
The Race Equity Task Force and liaisons provided an update and recommendations for next steps at the Study Session on November 5. At that time, the Council decided to continue the discussion of the recommendations at a business meeting.

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

RECOMMENDED MOTION:
I move to direct the City Manager to develop an agreement between the City of Bainbridge Island and GARE for technical assistance and to become a member of the GARE network.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:	
Amount:	$44,000
Ongoing Cost:	
One-Time Cost:	$44,000
Included in Current Budget?	No

BACKGROUND:

The City formed a Race Equity Task Force (RETF) in 2019. The purpose of the RETF is to provide advice and counsel to the City Council on matters of identifying programmatic, community, and legislative options and to seek suggestions on how the City can help Bainbridge Island to be an open and welcoming community for all. There are seven community members on the RETF. The RETF meets once or twice per month.

The RETF members recommend that the City join the Government Alliance on Race and Equity (GARE) and engage this group to provide technical assistance, convene a group of City staff members, and work in 2020 to develop a Race Equity Action Plan for the City organization.

ATTACHMENTS:

RETF 11_5 City Council Proposal_ Memo

GARE Bainbridge Island Proposal August 2019

RACE EQUITY TASK FORCE_ GARE Proposal Revised Presentation

King County Equity and Social Justice Strategic Plan - Executive Summary

Marin County REAP 2017

St Anthony Village Racial Equity Plan 2017

FISCAL DETAILS: Suggested actions include:

$1,000 - membership in GARE

$43,000 - technical assistance to work with City staff to develop a Race Equity Action Plan. In addition to the funding, the plan calls for up to 50 City staff to participate in activities for 40 - 65 hours per person. This is a significant staff time investment and should be considered with other work plan items.

Fund Name(s): General Fund

Coding:

MEMORANDUM

TO: Bainbridge Island City Council
FROM: Race Equity Task Force
DATE: November 5, 2019
SUBJECT: Recommendations for 2020 Racial Equity Investments

The inaugural Bainbridge Island Race Equity Task Force (RETF) convened in March 2019 in response to a number of courageous community members who spoke out about numerous and ongoing instances of discrimation and racism on the island. The purpose of the RETF is threefold:

1. **Develop a series of events** designed to promote awareness; raise the community's level of engagement around race; encourage a dialogue between the community and elected officials on this topic.
2. **Invite the Government Alliance on Race and Equity (GARE) and the People's Institute Northwest** to advise on potential strategies to address citywide racism.
3. **Provide a series of recommendations to City Council** on ways in which the City can help the community become more inclusive and responsive when it comes to addressing racial inequities.

Over the course of eight months, and numerous meetings with GARE, the task force has unanimously agreed that the path forward to meet the requirements of Purpose #3 is to focus on local government as the instrument of change. Professor Benoy Jacobs wrote about this strategy in the September issue of *Public Management* Magazine:

"While all levels of government are culpable in having shaped the distribution of (dis)advantage across the country, this is particularly true of local governments...Recognizing that the public sector has played a role in creating an uneven playing field, however, is not a judgment on those who work in local government...The leaders and staff of a jurisdiction need to understand their institutional history with respect to social inequity."

The RETF puts forth the following recommendations for city council consideration for 2020 investments:

1. **Become an active network member of the Government Alliance on Race and Equity - $1,000/year**
   GARE membership includes monthly meetings, member-only training resources, and much more.

2. **Invest in 2020 workshops to educate and train key members of the city staff and community about the role of government to advance racial equity - $43,000 -** This four workshop series will accommodate up to 50 people and build the following skills sequentially: normalize racial equity as a core value; inform policy, program + budget decisions with a race equity lens; message training for interpersonal and external audiences; develop a racial equity action plan; community engagement; develop skills to scale racial equity throughout government.

Social inequity on Bainbridge Island is alive and pervasive. There is no silver bullet to eradicate racism, but we must seek to consciously integrate the values of equity and social justice into our every action as a government in service to the people—every decision, every policy, every practice. We urge the city council to take **the first step** in creating the long-term, systemic changes our city needs to fulfill the vision of the comprehensive plan.

Respectfully,
The Race Equity Task Force

August 28, 2019

Janna Chan
Bainbridge Island Race Equity Task Force
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
email: janna.chan@cobicommittee.email

Thank you for your interest in working with the Government Alliance on Race and Equity (GARE). We have appreciated talking with you over the past few weeks. This letter includes background information on GARE and a proposed scope of services designed to build employee racial equity awareness and the capacity of the City of Bainbridge Island to proactively advance racial equity. GARE is standing by to help the City of Bainbridge Island embark on and sustain a racial equity effort. We have discussed a process that:

- engages City of Bainbridge Island leadership including the Race Equity Task Force to build awareness and support for integrating racial equity into city operations.
- provides the Advancing Racial Equity workshop to leadership including the Race Equity Task Force to build comfort, aptitude and skills for normalizing conversations about race and incorporating racial equity into their work.
- provides the Using a Racial Equity Tool and Organizing for Racial Equity workshop to build skills using an assessment to inform policy, procedures and programs to drive racial equity.
- offers additional workshops that we recommend to build the foundation, practices and partnerships needed to be able to advance racial equity over the long term.

I. How we work with jurisdictions

GARE has worked with more than 150 jurisdictions in 30 states to begin embedding racial equity in to the local government practice. We are very familiar and experienced with providing the services desired by the City of Bainbridge Island, and we deliver them with care, expertise and full appreciation of the challenges encountered and support needed when doing organizational change.

BACKGROUND

The Government Alliance on Race and Equity (GARE) is a core project of Race Forward and the Haas Institute for a Fair and Inclusive Society at the University of California Berkeley. We are a national network of government working to achieve racial equity and advance opportunities for all. We employ three emphases to frame our work:

1. We are a membership organization that supports national and regional networks of jurisdictions that are at the forefront of work to achieve racial equity
2. We offer pathways for new jurisdictions to begin doing racial equity work, including contractual technical assistance and year-long learning cohorts
3. We support and build local and regional collaborations that are broadly inclusive and focused on achieving racial equity

Government has the potential to leverage significant change and set the stage for achieving racial equity in our communities. GARE is building a national movement for racial equity; we share and expand best practices, tools and resources. If government is to advance racial equity, we must recognize its legacy of having created and maintained racial inequity, explicitly from the founding of our country, and implicitly for the past half century. We work with government because achieving racial equity will not occur unless government serves as an agent for creating an inclusive multi-racial democracy.

GARE has effective approaches for building the capacity of organizations and institutions to eliminate institutional and structural racism and advance racial equity. We offer training and organizational development, either in introductory workshops, specific topics or via an extended learning curriculum.

Our workshops include:

- **Interactive and experiential components.** Adult learning styles vary. We use varied forms (including exercises and small group discussions) to share information to ensure learning objectives are met.
- **Explicit conversation and facilitation to illuminate the connection between individual, institutional and structural racism.** Our training methodology allows participants to make connections between individual experiences and the broader societal and structural ways in which race is constructed. We focus on institutional and structural strategies, as those are most effective for leveraging change.
- **Strong, expert facilitation.** Conversations about race can sometimes be difficult. We have a team of expert facilitators who not only are prepared to lead and guide conversation but to re-design activities in the moment to ensure participants' time and experience is maximized.
- **Applied learning.** Racial equity concepts can, at times, be abstract. Our workshops focus on the application of learning in the work place. *Doing* is often the best teacher.

GARE recognizes the importance of responding to unique situations. Context matters. We tailor workshops and learning activities to best meet the needs of participants and organizations. Our workshops are informed by context setting to understand how best to tailor content and exercises and interviews with key stakeholders to ensure design meets needs and expectations of participants.

II. What Creates Change: National Best Practice

Leadership, community and staff must ***normalize*** racial equity as a key value and have clear understanding and shared definitions, ***operationalize*** equity via new policies and by transforming the underlying culture of our organizations, and finally, ***organize***, both internally and in partnership with other institutions and the community. The elements and actions are based on our understanding of your desired direction.

III. SCOPE OF WORK

Context setting

GARE recognizes that this project will benefit from additional context setting in the form of an understanding of the training that some employees have already taken. We will work with you to confirm the informal and formal leaders who are positioned to work on this project. We will also work with you to identify a set of key leaders who will form a "Core Team" for this project, leading

efforts to operationalize racial equity in Bainbridge Island. We would be happy to assist with this selection process.

Normalize
Normalizing conversations about race includes developing and sharing a racial equity framework as well as operating with urgency and accountability. GARE will provide one workshop for City leadership including the Race Equity Task Force.

Operationalize and Organize
After the initial workshop, GARE will work with Bainbridge Island leadership including Race Equity Task Force members to identify key initiatives / pilots to operationalize racial equity. GARE will lead a workshop for the Core Team to build skills using a racial equity tool and provide tools for communicating effectively about race.

If desired GARE can provide one, or possibly two additional sessions, thereby creating the foundations of a racial equity action plan and the infrastructure needed to operationalize and organize to drive and hold accountability for racial equity work across the institution. At the culmination of all the workshops, the Core Team will be early adopters by piloting the use of a racial equity tool, using data to develop and track racial equity strategies and developing racial equity action plans. The sessions will take place over the course of approximately four months with additional work and guidance (as needed) from the GARE staff team between sessions. The content of the sessions will again be informed by the context setting phase. The GARE curriculum will be used to support the Core Team's work.

Workshop 1 (late fall 2019)
- ***Advancing Racial Equity: The Role of Government:*** This workshop provides an orientation to the role, responsibilities and opportunities for government to advance racial equity. We focus on normalizing racial equity as a core value with clear definitions of key terminology, operationalizing racial equity via new policies and institutional practice, and organizing, both internally and in partnership with other institutions and the community. Participants gain increased understanding of racial equity terminology, including implicit and explicit bias and individual, institutional, and structural racism; gain skill at identifying and addressing institutional and structural racism; and increase capacity to advance racial equity in the work place.
- ***Using a Racial Equity Tool:*** *This* workshop provides an overview on how to use a racial equity toolkit to inform policy, program and budget decisions; and effective internal infrastructure and external partnerships to create lasting institutional transformation to advance racial equity.

Workshop 2 (in early 2020):
- ***Using a Racial Equity Tool:*** This content provides information on how to use a racial equity toolkit within policy, program and budget decision-making processes. Team members will gain skills by using the tool with their own lines of business that they would like to assess from a racial equity perspective.
- ***Communicating for Racial Equity:*** Communicating about race can sometimes be a challenge, but preparation and strategy make a big difference. This content provides tools for both interpersonal communication and communicating with the media and broader outside audiences.

Workshop 3 (2020)
- ***Developing a Racial Equity Action Plan***: Introductory training is not enough; the City of

Bainbridge Island will want to put ideas and understanding into action, including strategies that are designed to advance racial equity.

- ***Leading for Racial Equity:*** This workshop provides a common language and explores the tensions that racial equity leaders must address to be effective in working for race and social justice, including adaptive / technical, transactional / transformational, and formal / informal leadership. Participants focus on increasing understanding of key racial equity terminology, motivating change, developing skills at effectively communicating about race, and developing concrete action steps.

Workshop 4 (2020)

- ***Inclusive Outreach and Public Engagement:*** This workshop uses discussion and hands-on activities on how to implement inclusive outreach and public engagement policies, apply an equity framework to outreach materials and strategies, and deepen understanding of culturally inclusive dynamics.
- ***Tools for Organizational Change:*** This workshop provides hands-on exercises to discuss moving organizational change within government, including building organizational infrastructure across the breadth (all functions) and depth (up and down hierarchy). Content is tailored to meet participants' needs, and will include topics such as stakeholder analysis, power and politics, and tipping point theory.

The total cost and timeline for the city's work with GARE is $47,300. (summary below).

IV. Next Steps

This project, in its totality, will support the creation of deeper shared understanding among leadership, a Racial Equity Action Plan and greater staff capacity for implementation of racial equity across key departments. Our approach incorporates proven practices and replicates success, changing the norm of what is expected and possible from government.

We have appreciated your leadership and are excited about the possibility of moving this work forward. Please contact Nora Liu at nliu@raceforward.org with questions or to discuss next steps.

Sincerely yours,



Dwayne S. Marsh
GARE Co-Director & Race Forward Vice President of Institutional and Sectoral Change

Context Setting			
	Preliminary work required to establish specific parameters of GARE engagement.	**12 hours**	$3,000
Workshop 1 – late fall 2019			
	Advancing Racial Equity: The Role of Government / Using a Racial Equity Tool This workshop introduces the role, responsibilities and opportunities for government to advance racial equity. We introduce a racial equity tool that can be used in decisions relating to policies, practices, programs and budget and share effective internal infrastructure and external partnerships to create lasting institutional transformation to advance racial equity.	**Full day**	$10,000
Workshop 2 – early 2020			
	Using a Racial Equity Tool / Communicating for Racial Equity This workshop provides instruction and practice on how to use a racial equity toolkit within policy, program and budget decision-making processes and tools for effectively communicating about race.	**Full day**	$10,000
Workshop 3 – 2020			
	Developing a Racial Equity Action Plan / Leading for Racial Equity This workshop provides instruction and hands on practice creating a racial equity action plan to drive implementation and accountability of the city's racial equity work. It will also provide tools and skills to develop racial equity leadership.	**8 hours**	$10,000
Workshop 4 – 2020			
	Inclusive Outreach and Public Engagement / Tools for Organizational Change This workshop provides strategies and skills to implement effective inclusive public engagement leading to community partnerships as well as tools to create the internal infrastructure needed to continue to advance racial equity over time.	**8 hours**	$10,000
	Sub-total Admin (10%) Total NOTE: there is a 10% cost reduction available for GARE members		**$43,000** **$4,300** **$47,300**

RACE EQUITY TASK FORCE

Recommendations to the City Council

City Council Business Meeting
November 26, 2019
6:00 pm

RACIAL EQUITY TASK FORCE: SCOPE OF WORK

1. Develop a **series of events** through the end of the year designed to promote awareness and raise the community's level of engagement around race and to encourage a dialogue between Bainbridge Islanders and its elected officials on this topic.

2. Task Force will invite the **Government Alliance on Race and Equity (GARE)** and the **People's Institute Northwest** to first come and meet with the task force and then we will have a study session discussion.

3. Task Force to **provide a series of recommendations to City Council** on ways in which the City can help the community become a more inclusive and responsive community when it comes to addressing racial inequities.

RETF IN THE COMMUNITY





Select Comments Shared w/ the RETF:

"*Why is this a 'Task Force'? Racism is not a 'task'—it's a virus in our community that needs to be addressed head-on.*"

"*I was thrilled that you all marched in the parade. I wasn't aware that the council pulled this task force together.* "

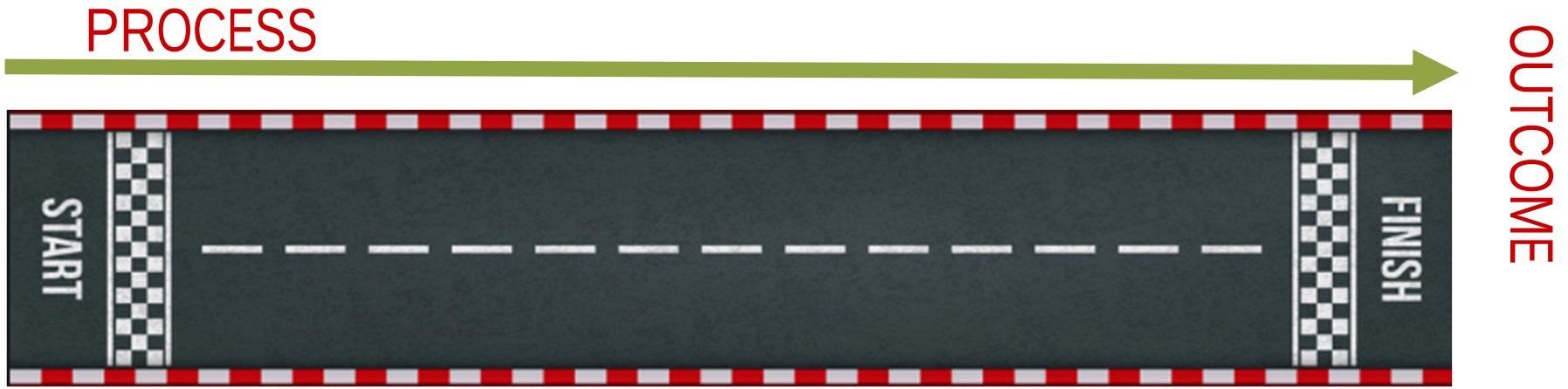
"*I've been on Bainbridge for 11 months. Two weeks in I was told to go back to my own country. The response has been the same from all people: 'Really? Here on Bainbridge?' Yes, really.*"

"*When considering relocating to Bainbridge, we were told by the school district that there were students of color. When we took a tour, we saw no students of color.*"

RACIAL EQUITY IS A PROCESS + OUTCOME

Process: those most impacted by structural racial inequity are meaningfully involved in the creation and implementation of the institutional policies and practices that impact their lives.

Outcome: race no longer determines one's socioeconomic outcomes; when everyone has what they need to thrive, no matter where they live.



WHY SHOULD WE MAKE AN INVESTMENT IN RACE EQUITY NOW?

COMPREHENSIVE PLAN

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 Policy 3.1** Ensure a variety of housing choices to meet the needs of present and future residents in all economic segments and promote plans, projects and proposals to create affordable housing.

- Guiding Policy 3.2 Make budget decisions that adequately consider the well-being of all Island residents with the goal of providing opportunities to be contributing members of the community.

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 Policy 6.2 Promote an equitable social environment on the Island by addressing basic human needs including affordable housing, personal health and safety, mobility and increased access to human services, civic and cultural amenities.

- Guiding Policy 6.3 Promote economic sustainability and work to provide economic opportunities for all community residents.
Guiding Policy

Fig. IN-6 *Sustainable Community*



ISLANDERS WANT TO KNOW THE CITY IS TAKING ACTION





"I was called a queer nigger on the boat back to the island today. 'We don't want your queer nigger type here on our island.' WOW. I lived here for over 20 years. Who's island do you think this is???"

WHAT CAN WE DO TO LAY THE GROUNDWORK FOR RACIAL EQUITY?

LOCAL AND REGIONAL GOVERNMENT ALLIANCE ON RACE & EQUITY aka GARE

A national network of governments working to achieve racial equity and advance opportunities for all

Largest racial justice organization working in the country

- 155 members
- 40 states / 200+ cities
- 26 members in Washington State

GARE NW

1. Lane County
2. City of Eugene
3. OR Housing & Community Services
4. OR Governor's Office
5. OR Youth Authority
6. City of Portland
7. Multnomah County
8. Multnomah County Drainage District
9. Metro
10. Port of Portland
11. City of Vancouver
12. WA Dept of Children Youth & Families
13. City of Olympia
14. City of Lakewood
15. City of Tacoma
16. City of Tukwila
17. Hazardous Waste Mgmt Program
18. Port of Seattle
19. City of Seattle
20. King County
21. King County Housing Authority
22. City of Issaquah
23. City of Lynnwood
24. Puget Sound Regional Council
25. Seattle Housing Authority
26. Spokane Regional Health District

A NATIONAL MODEL FOR CHANGE

Leadership, community and staff must normalize racial equity as a key value and have clear understanding and shared definitions, operationalize equity via new policies and by transforming the underlying culture of our organizations, and organize both internally and in partnership with other institutions and the community.

RECOMMENDATION #1: BECOME A MEMBER OF GARE

WHAT DOES BEING A "MEMBER" MEAN?

- Participation in monthly network meetings—a professional peer-to-peer network that enables government racial equity leads and subject area experts to exchange information, collaborate to advance their practice, and develop solutions to racial equity challenges.
- Access to training and facilitation from GARE and its Technical Assistance Group
- Members-only resources that support peer-to-peer connections and tools, (e.g. Results Based Accountability for Racial Equity) technical assistance on racial equity employee surveys, and support on the development of new policies and implementation of best practices via issue papers.
- Exclusive access to special grants

WHO IS EXPECTED TO PARTICIPATE?

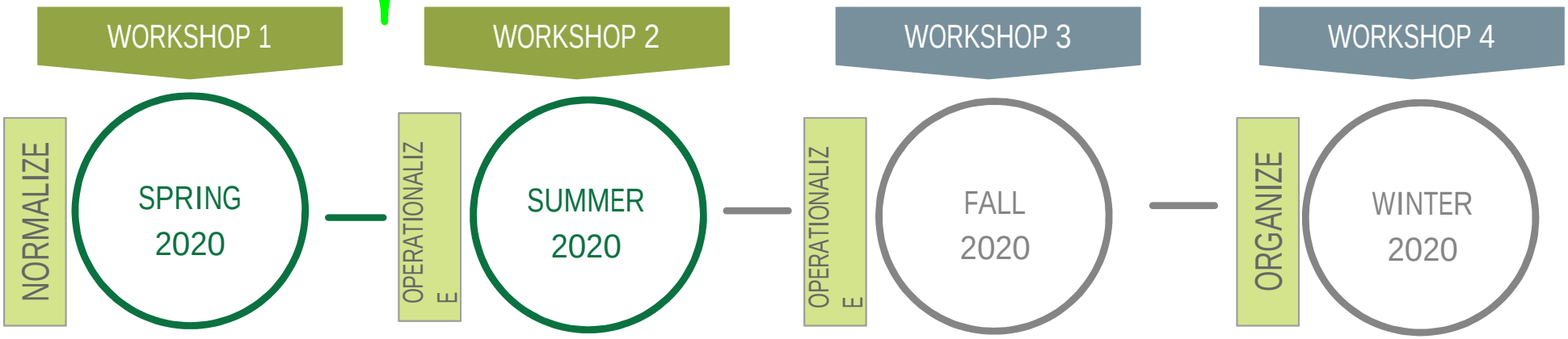
- Government staff—ideally, managers, leaders, and outreach specialists from across the jurisdiction
- Eventually, Bainbridge Island's "Racial Equity Core Team"

WHAT IS THE COST?

- **$1,000 annual membership fee**

RECOMMENDATION #2: TECHNICAL ASSISTANCE - $43k

RACIAL EQUITY CORE TEAM SELECTED



➤ ADVANCING RACIAL EQUITY: The Role of Government

➤ USING A RACIAL EQUITY TOOL

- Normalizing racial equity as a core value
- Defining key terminology
- Organizing internally + with stakeholders
- How to inform policy, program + budget decisions with a race equity lens

➤ USING A RACIAL EQUITY TOOL PART II

➤ COMMUNICATING FOR RACIAL EQUITY

- Applying racial equity tool in the real world
- Message training for interpersonal and external audiences

➤ DEVELOPING A RACIAL EQUITY ACTION PLAN

➤ LEADING FOR RACIAL EQUITY

- Apply training and learnings from workshops to develop an action plan
- Build leadership skills

➤ INCLUSIVE OUTREACH + PUBLIC ENGAGEMENT

➤ TOOLS FOR ORGANIZATIONAL CHANGE

- Train in cultural competency in order to engage community
- Develop skills to scale racial equity throughout government

TOTAL COST: $44,000

PARTICIPANTS: 40 - 50 people [city and community members]

TIME EXPECTATIONS: 45 - 60 hours over 10 months

PRIMARY OUTCOMES:

- Instruction and practice on how to use a racial equity toolkit to inform policy, program, and budget decision-making processes;
- Strategies and tools for effectively communicating about race with the community;
- Understanding from people of color about how local government works and how to communicate with officials and participate in decisions;
- Awareness from residents and visitors of the city's commitment to address racial inequities.

PRIMARY DELIVERABLE: Racial Equity Action Plan

"Recognizing that the public sector has played a role in creating an uneven playing field is not a judgment on those who work in local government. Rather, it is often the first critical challenge facing those who wish to advance social equity from within public sector organizations."

- *BENOY JACOB, PHD, UNLV*

RACE EQUITY TASK FORCE

Thank You!

Chair: James Friday
Vice Chair: Susan Wilmot
Secretary: Janna Chan
Council Member Rasham Nassar
Council Member Joe Deets
Brenda Fantroy-Johnson
Savanna Rovelstad
Kian Ashabi
Peggi Erickson

APPENDIX

CITATIONS

1. "How to Think about "Implicit Bias" *Scientific American*, March 27, 2018
2. "Workplace discrimination is illegal. But our data shows it's still a huge problem" *Vox*, February 28, 2019
3. "Hiring Discrimination Against Black Americans Hasn't Declined in 25 Years" *Harvard Business Review*, October 11, 2017
4. "Advancing Social Equity, Lesson From (And For) Public Managers" *International City Management Association Magazine*, September 2019
5. "The Impact of Racism on Child and Adolescent Health" *American Academy of Pediatrics Policy Statement*, August 2019, VOLUME 144 / ISSUE 2

EQUITY AND SOCIAL JUSTICE STRATEGIC PLAN

2016-2022

King County

KING COUNTY EQUITY AND SOCIAL JUSTICE STRATEGIC PLAN 2016-2022

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities–especially by race and place–that in many cases are getting worse and threaten our collective prosperity. Launched by King County Executive Ron Sims in 2008 and formalized by Executive Dow Constantine and the Metropolitan King County Council via ordinance in 2010, Equity and Social Justice (ESJ) is an integrated part of the County's work, and is supported by the ESJ Office since it was established in early 2015.

The Equity and Social Justice Strategic Plan is a blueprint for change, mutually created by King County employees and community partners. From the outset, the planning process was designed to hear from people across sectors, geography and populations before developing a draft. More than 600 County employees and 100 local organizations—including community organizations, education, philanthropy, labor, business and local governments—shared their insights and expertise on where we have made progress, persistent challenges that exist, and solutions toward achieving equity.

OUR EQUITY VISION AND STRATEGIES

The shared vision we developed out of this process is consistent with the overall vision of King County's Strategic Plan: A King County where all people have equitable opportunities to thrive. Our four strategies as One King County to advance Equity and Social Justice are to invest:

- Upstream and where needs are greatest
- In community partnerships
- In employees

And we do this with **accountable and transparent leadership.**

Our Equity and Social Justice shared values will guide and shape our work. We are:

- Inclusive and collaborative
- Diverse and people focused
- Responsive and adaptive
- Transparent and accountable
- Racially just
- Focused upstream and where needs greatest

Equity is fundamental to the society we seek to build. It is an ardent journey toward well-being as defined by those most negatively affected. Our end goal is for full and equal access to opportunities, power and resources so all people may achieve their full potential. The process of advancing toward equity will be disruptive and demands vigilance.

Being "pro-equity" requires us to dismantle deeply entrenched systems of privilege and oppression that have led to inequitable decision-making processes and the uneven distribution of benefits and burdens in our communities. Similarly, we must focus on those people and places where needs are greatest to ensure that our decisions, policies and practices produce gains for all.

OUR PRO-EQUITY POLICY AGENDA AND REGIONAL COLLABORATIVE

Long-term, sustainable changes within our organization and the community require a comprehensive 'pro-equity' approach for all of King County government. This plan defines a Pro-Equity Policy Agenda aimed at expanding access to the County's Determinants of Equity: child and youth development, economic development and jobs, environment and climate, health and human services, housing, information and technology, justice system, and transportation and mobility.

We learned through our engagement for the strategic planning process that there is a broad range of equity-focused activities in our region. However, there is a need for increased coordination and cross-sector solutions that match the scale of inequities we face. Together we are

stronger. As a result, King County government is committed to advancing a Regional Equity Collaborative with partners from community organizations, philanthropy, business, labor, local governments and education in the coming months and years.

BECOMING PRO-EQUITY

We understand that how we approach our work is just as important as what we seek to accomplish. Pro-equity means being racially just and inclusive, and consistently taking action to eliminate the root causes of inequities. We adopt systems and standards that allow us to consistently engage with and build the capacity of our residents, partners and employees.

To achieve better outcomes in the community, we will integrate and implement pro-equity practices in our major functions of government where we can effect change, including:

- Leadership, operations & services
- Plans, policies & budgets
- Workplace & workforce
- Community partnerships
- Communication & education
- Facility & system improvements

HOW TO READ THIS PLAN

King County's Equity and Social Justice (ESJ) Strategic Plan 2016-2022 provides a framework and direction for how the County will use the four strategies of the Plan within and across the Pro-Equity Policy Areas, the Regional Equity Collaborative and the Goal Areas. Each Policy and Goal Area has an analysis of our current situation, plus how we will make a difference, including specific actions or goals.

PLAN IMPLEMENTATION

The Policy Areas are in three-year cycles, and the Goal Areas are in two-year cycles. The two-year cycle for the Goal Areas is aligned with the County's biennial budget process and builds our organization's capacity in ESJ 'adaptive management.' We incorporate design, management and monitoring to advance our strategies in the various functions of government; then we continuously and systematically adapt and learn. As a government, we have to practice adaptive management to be coordinated and responsive to our communities and employees. This means:

We listen deeply to know how and why assets, priorities, expectations and concerns of our communities and employees–especially those most in need–change with time. We use this knowledge to coordinate and try different approaches toward achieving better outcomes and monitor the results.

We look at root causes and adapt by understanding what and why efforts are working or not working.

We respond by making appropriate and timely changes.

We learn and share regularly what is happening around us so that we can engage responsibly. We learn and stay current with what and how our residents and partners are doing so we can co-create effectively and with transparency.

Summary of Goals, Objectives and Strategies by Goal Area

LEADERSHIP, OPERATIONS & SERVICES

Goals

1. Develop effective and accountable leadership for advancing ESJ

2. Develop an organization where all employees are change agents

3. Visibly and public display progress on ESJ

4. County operations, programs and services are pro-equity and reflect ESJ values

Invest upstream and where needs are greatest

- ESJ values guide department and agency operations, programs and service delivery
- Operations and services – including allocation of resources – reflect our ESJ values of investing upstream and where needs are greatest

Invest in employees

- Increase employee sense of responsibility to advance ESJ
- Improve staff and leadership proficiencies in delivering services that respond to changing demographics

Invest in community partnerships

- In County operations, programs and services, collaborate with other King County and external service providers
- Technical assistance and resources deployed to community organizations, in support of services and operations

With accountable and transparent leadership

- Elected leaders and directors are ultimately responsible for ESJ
- Visibly display progress on plan
- Bi-annual "Plan – Do – Check – Adjust" of ESJ Strategic Plan with implementation plans

PLANS, POLICIES & BUDGETS

Goals

1. Department and agency business plans include analyses of equity impacts

2. Policy guidance incorporates ESJ values and analysis

3. Budget decisions, rates, and allocations reflect the values and strategies of the ESJ strategic plan

Invest upstream and where needs are greatest

- Provide new resources on demographic conditions for planners, analysts and project managers
- Develop improved equity analysis tools for plans, policies, and budgets
- Ensure budget instructions and decisions support upstream investments
- Assess all fees and rates to identify opportunities to create a more equitable structure

Invest in employees

- Train leaders, planners, analysts, and project managers on the use of demographic data and equity impact tools
- Ensure budget allocation leads to a more equitable workplace

Invest in community partnerships

- Increase use of community engagement guide in planning and policy processes
- Explore and pilot a participatory budgeting process

With accountable and transparent leadership

- Provide coaching and tools for agency leadership to develop explicit policy guidance
- Develop measurement tools and a public reporting framework for ESJ Strategic Plan implementation
- County advocacy at the State results in a more equitable funding structure for services most needed by residents

WORKPLACE & WORKFORCE

Goals

1. Require an equitable, engaged and racially just workplace culture

2. Do systematic and equitable workforce development at all levels

3. Have and resource equitable employee development and access to opportunities

4. Build an organization of equitable access to and shared decision making

Invest upstream and where needs are greatest

- Develop 'people managers' to lead a racially just, engaged and inclusive culture
- Eliminate barriers to high salaried employment opportunities for People of Color, Native Peoples and immigrant populations
- Invest in restorative conflict resolution strategies

Invest in employees

- Invest in lower salaried employees through active employee development plans
- Expand equitable access to resources and decision-making for all employees
- Develop career paths toward a racially equitable workforce

Invest in community partnerships

- Invest in partnerships with historically disadvantaged communities and expand hiring pipelines
- Invest in school-to-work pipelines for youth with greatest barriers to employment

With accountable and transparent leadership

- Mature as a racially just organization using equity to assess progress
- 360-type assessment tool to measure inclusive, equitable leadership competencies
- Ensure all disciplinary policies and practices are equitable and racially just

Summary of Goals, Objectives and Strategies by Goal Area

COMMUNITY PARTNERSHIPS

Goals

1. Systematically provide resource support to community-based organizations to leverage their expertise toward advancing ESJ outcomes

2. Create pro-equity contacting processes that are visible and accessible to contractors of varied size and capacity

3. Provide non-monetary support to community-based partners that build their internal capacities

Invest upstream and where needs are greatest

- Invest in partnerships that allow the County to apply early, upstream and preventative solutions
- Adopt contracting practices that stimulate economic development in underserved communities
- Build community capacity as a strategy to foster full and equitable civic participation

Invest in employees

- Create hiring and advancement opportunities via Community Liaison network
- Eliminate barriers for staff seeking to promote equitable contracting
- Situate community capacity building as professional development opportunities

Invest in community partnerships

- Invest in partnerships to steadily inform decision-making
- Expand and diversify the County's vendor pool
- Connect County resources and expertise to capacity development of community partners

With accountable and transparent leadership

- Demonstrate inclusion of historically underrepresented communities in program and budget planning
- Report an increase in the number of historically underrepresented businesses servicing external contracts
- Report technical assistance provided to community-based partners

COMMUNICATION & EDUCATION

Goals

1. Focused on languages, update tools for public-facing communication and education to align with demographic changes

2. Develop tools for better engagement and access to services

3. Focused on technology access, improve use of internet, social media and mobile tools to engage and hear from under-served residents

4. Increase collaboration and language-related resources for employees to ensure inclusive engagement of residents in decision-making

Invest upstream and where needs are greatest

- Update tools to better connect with today's community demographics
- Move from iterative, project-based outreach to ongoing engagement
- Provide resources for staff to improve communication and collaboration with limited-English speaking (LES) communities
- Invest in translation and/or interpretation as needed for public hearings and other engagement opportunities

Invest in employees

- Training and resources for staff, esp. for improved internal collaboration on engagement issues, and language-related tools and resources
- Supervisory staff have additional ESJ training
- Prioritize and reward language skills

Invest in community partnerships

- Partner with community organizations to guide improvements and facilitate consistent engagement with communities
- Publicize civic engagement opportunities via community media outlets and organizations
- Provide information in multiple languages

With accountable and transparent leadership

- Home pages of every department on County website available in six top tier languages
- Increased investment in availability and use of pro-equity technologies

FACILITY & SYSTEM IMPROVEMENTS (CIP)

Goals

1. Master and Line of Business (LoB) plans include clear objectives to advance ESJ

2. Capital development policy, budgets, portfolios and programs are pro-equity and contribute to improved community conditions

3. Responsibility for pro-equity progress is clearly defined at agency/department, division and section levels

Invest upstream and where needs are greatest

- Embed 'pro-equity system build-out vision' into long-term, master, and LoB plans – which precedes, informs and enables capital programs and projects to be pro-equity by defining intended system-scale outcomes

Invest in employees

- Train and provide ESJ information resources to master planners, LoB planning teams, capital portfolio managers, and project managers so facility and system development components work in an integrated manner

Invest in community partnerships

- Build partnerships and partnering abilities by supporting the LES community liaison network
- Capital projects have objectives for community engagement and ESJ in benefits/burden distribution – which are documenting via the King County sustainable infrastructure scorecard

With accountable and transparent leadership

- Project scopes have explicit ESJ objectives that align to system goals as described in master/LoB plans
- Guide, recognize, and account for progress via King County Sustainable Infrastructure scorecard and Capital Project Management Work Group

COUNTY OF MARIN

RACIAL EQUITY

ACTION PLAN 2017

COUNTY OF MARIN

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

ACKNOWLEDGMENTS

We are grateful to our employees at all levels of the organization who contributed their ideas and energy to this plan and are committed to advance racial equity in Marin County. We are also thankful to be a member of Government Alliance on Race and Equity (GARE), which has provided us the framework to start and tools to implement this plan. We would like to offer a special thank you to the 2016 GARE cohort members who drafted this plan.

Administrator's Office
- Angela Nicholson
- Jacalyn Mah

Board of Supervisors
- David Escobar (retired)
- Steve Kinsey (retired)

Community Development Agency
- Liz Darby

Health and Human Services
- Cesar Lagleva
- Cio Hernandez
- Matthew Willis

Human Resources
- Chantel Walker
- Roger Crawford

Marin County Free Library
- Bonny White

Marin County Parks
- Kevin Wright

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 1. Marin County staff understands and is committed to achieving racial equity.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
25 partnerships with leaders of community based organizations, cities and towns in Marin County	**A. Marin County employees understand, are committed to, and have the infrastructure needed to advance racial equity.** 1) **Racial Equity Team** – Marin County will develop a racial equity team consisting of Government Alliance on Race and Equity (GARE) 2016 and 2017 Cohorts, supported by leadership and with leadership representation, which is responsible for oversight and implementation of an organization-wide Racial Equity Action Plan. 2) **Infrastructure to advance racial equity** – The Racial Equity Team will support changes within County policies and procedures to use as building blocks in creating greater County-wide department initiatives in achieving racial equity. These changes will include: 2A) Create an internal racial equity vision statement 2B) Incorporate race equity initiatives into Department Performance Plans 2B) Continue and expand racial equity work in 5 Pilot departments 2C) Create and encourage voluntary learning opportunities through affinity groups: DREAM – Dare to Dream Lunch & Learn	April 2017 Dec. 2017	County Administrator's Office, GARE 2016 and 2017 Cohorts County Administrator's Office (2), GARE 2016 & 2017 Cohorts (2A-B), Department Heads (2A)	Racial Equity Action Plan adopted Community partnership list developed % of surveyed employees who are aware of and understand the County's equity initiatives # of departments that include an equity initiative in their performance plan # of meetings where equity initiatives are presented to Department employees Equity pilots are detailed and celebrated on the Equity MINE page, supporting additional departments to work on the implementation of the racial equity plan % of employees attending affinity group voluntary learning events

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 1. Marin County staff understands and is committed to achieving racial equity.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
80% of external partners participating in Pilots agree that trainings meet equity goals	3) **Racial Equity Training** – Provide introductory training on racial equity and inclusion, followed by ongoing dialogue for all staff and key decision makers (elected officials and management). Training concepts should include: social construction of race, the history of race in government race, implicit and explicit bias, and institutional and structural racism. Additional topic-specific training will include: using the Racial Equity Tool, inclusive outreach and public engagement, and communicating about race. 3A) Incorporate into existing training: 3A1) Equal Employment Opportunity 3A2) Rights and Responsibilities 3A3) Management Academy 3A4) Leadership Academy 3B) Include new Marin County training: 3B1) Cultural Intelligence/Competency 3B2) Structural Racism (by GARE 2016 Cohort) 3B3) Racial Equity Tool 3B4) Anti-bias 3B5) How to participate in hiring panel 3B6) Process-based decision making	Dec. 2017	Human Resources (3), GARE 2016 Cohort (3B2)	Racial equity incorporated in the existing training listed in 3A) and 3B) 60% of employees have attended cultural intelligence/competency and structural racism trainings; 100% by 4/18 2016 GARE cohort members deliver structural racism training and provide equity support throughout organization 100% of hiring managers have attended anti-bias training A County employee is identified to manage and grow equity work for County departments and beyond

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 1. Marin County staff understands and is committed to achieving racial equity.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
At least 5 external contributors are involved in racial equity tool implementation in pilot departments.	4) **Use of a Racial Equity Tool with policies or programs** Each department uses a Racial Equity Tool in a select policy or program. 4A) Assign staff to oversee the implementation of a racial equity tool in every department as an important part of MFR redesign 4B) Incorporate into department strategic planning starting with pilots in Health and Human Services and Cultural Services 4C) Make shifts in programs and policies to address equity: 4C1) Community development and health policies 4C2) Document what we're doing differently and what is making an impact 4C3) Evaluate shifts in spending related to equity initiatives	June 2017 Dec. 2017 Ongoing	County Administrator's Office (4), GARE 2016 & 2017 Cohorts (4B) Cultural Services and Health and Human Services	Year 1: 5 departments use a racial equity tool by Dec. 2017 Year 2: 50% (11) departments use a racial equity tool by Dec. 2018

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 2. Marin County is an effective and inclusive government that engages community.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
80% of surveyed respondents believe the County of Marin values community participation and engagement 80% of surveyed respondents understand that the County is working to foster a more equitable community	**A. County of Marin employees have outreach and engagement skills and competencies to advance racially inclusive outreach and engagement.** 1) **Work with other institutions and advocacy groups to identify, align, and implement strategies for advancing racial equity** – Strengthen community partnerships with First 5 Commission, Community Action Marin, Marin Community Foundation, Marin Promise, Youth Leadership Institute, Bay Area Regional Health Inequities Initiative, and other groups identified throughout the process. Through partnerships, 1A) Create a "State of Equity" map for the County 1B) Create an equity resource list for internal and external audiences 1C) Create shared calendar for equity related events 1D) Learn the racial history of Marin to incorporate research into training and advocate for the need for racial equity measures in the County 1E) Partner with Marin Community Foundation on next issue of "Portrait of Marin" 1F) Participate in Community Partner Equity initiatives & is the convener when appropriate 1G) Create training for hiring panels that includes internal employees and external community members	2018-2019 Details determined by 2nd GARE cohort	County Administrator's Office (1), GARE 1.0 & 2.0 (1-4A) Health and Human Services, Community Development Agency, Marin County Parks	State of Equity Map created Equity Resource List created and updated yearly Equity information is collected and shared on the equity intranet site # of employees attending structural racism training Create shared calendar for equity events # of equity initiatives led by community partners that County departments are engaged in

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 2. Marin County is an effective and inclusive government that engages community.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
	2) **Create and implement an inclusive policy on race/ethnicity data** – Create and implement a policy on how to collect data on the race/ethnicity of clients and customers, which provides for racial/ethnic categories that reflect Marin County and allows people to self-identify and choose more than one category or "Other" in the data collection process.	Dec. 2017	Human Resources Equal Employment Director, Human Resources	Other or "more than one" appears as an option on every Marin county survey Socrata is used to display equity data in the County

COUNTY OF MARIN RACIAL EQUITY ACTION PLAN 2017

Goal 3. Marin County is an equitable employer and the workforce demographics reflect the demographics of the community we serve across the breadth and depth of positions in the County.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
Racial/ethnic composition of the County workforce reflects that of Marin County	1) **Strengthen personnel policy and practices** – 5 Year Business Plan Subject Matter Experts (SMEs) review policies to: 1A) Identify and develop career tracks 1B) Ensure that there is diversity on hiring panels 1C) Support hiring managers to engage in diverse hiring 1D) Ensure there are no artificial barriers in minimum qualifications 1E) Promote diversity in assistant department head and department head hiring 1F) Develop a robust internship program 1G) Support inclusion of all County employees	Dec. 2017	Human Resources and 5 Year Business Plan SMEs	Demographics of County's workforce change to better reflect the demographics of the community across positions 100% of managers trained on anti-bias and hiring Hiring policies are reviewed and updated to prevent bias in hiring
	2) **Clear racial equity expectations for managers** – 2A) Conduct training on equitable hiring practices for all hiring managers and establish clear expectations and accountability for racially equitable work places. Managers should use best practices to minimize bias and incorporate equity throughout all phases of the hiring process. 2B) Provide support to managers of color so that we are not just recruiting a diverse group of employees, but are insuring inclusion in the workplace.	Dec. 2017	Human Resources and Hiring Mangers	Increase in the number of people of color, including women of color, hired by the County # of employees of color leaving the county decreases (excluding employees retiring)

City of St. Anthony Village Racial Equity Plan

Internal Goal: The City of St. Anthony staff, elected and appointed leaders recognize and are committed to racial equity efforts.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
▪ **City employees understand, are committed to, and have the needed resources to advance racial equity in their roles** ▪ **Residents have an understanding on how their local government works. Specifically how to communicate with officials and how to participate in decisions**	**Create a shared understanding of racial equity** **GARE Introductory Cohort** The team participating in the Government Alliance on Race and Equity (GARE) 2017 cohort, along with staff leadership, will create a Racial Equity Plan as a working document for department directors, City Council, and others. Implementation will begin in 2018.	2017	GARE Cohort & Staff Leadership	Racial Equity Plan finalized and implementation steps are underway
	Inclusion Committee Form a staff-driven Inclusion Committee to serve as a resource to employees by providing education about areas of diversity, support city's goals by promoting diversity, cultural competency and community interaction, and to raise awareness of city's diversity initiative and its purpose at the city.	Ongoing	Committee members & Staff Leadership	Inclusion Committee convened, meeting quarterly with dept. heads and providing resources and training opportunities to staff
	GARE Implementation Cohort The Inclusion Committee will participate in the 2018 GARE Implementation Cohort designed for jurisdictions that participated in the introductory cohort and are ready for support on plan implementation & peer-to-peer strategizing. Continuing GARE participation will allow the Inclusion Committee members to work towards becoming "subject matter specialists" to be well-equipped to support racial equity efforts.	Ongoing	Advanced GARE cohort & Staff Leadership	Cohort sessions are attended and peer exchanged ideas are explored and applied where appropriate
	Build capacity and skills to advance racial equity **Departmental Racial Equity Assessments** The Implementation Team will provide department directors with resources for performing a departmental assessment of their delivery of services from a racial equity perspective. With the help of the GARE Racial Equity Toolkit department directors will review policies and practices to identify and remove any barriers to racial equity and embed racial equity into routine decision-making in a sustainable manner. The Racial Equity Tool is a simple set of questions: ▪ Proposal: What is the policy, program, practice or budget decision under consideration? What are the desired results & outcomes? ▪ Data: What's the data? What does the data tell us?	2018 – 2019	Inclusion Committee & Department Heads	Assessments and identified mitigations are continuing and staff leadership and department heads hold regular check-ins to track progress

Internal Goal: The City of St. Anthony staff, elected and appointed leaders recognize and are committed to racial equity efforts.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
	▪ Community engagement: How have communities been engaged? Are there opportunities to expand engagement? ▪ Analysis and strategies: Who will benefit from or be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences? ▪ Implementation: What is your plan for implementation? ▪ Accountability and communication: How will you ensure accountability, communicate, and evaluate results? The following subject areas have been identified through 2017 GARE participation as proven strategies that can advance racial equity. These, along with other ideas from 2018 GARE participation and feedback from residents, will be reviewed: **City Wide** – Review policies and practices on hiring, on-boarding, retention, and upward mobility. Specifically minimum qualifications (education and experience equivalencies) and the role of seniority in promotions & benefits. **Administration, Human Resources & Finance** – Further efforts to build a "virtual city hall" so access to city business is inclusive for all, regardless of work schedules, languages spoken, etc. **Fire Department** – Review code enforcement policies and practices to ensure resources are being applied equitably across the city. **Public Works Department** – Expand seasonal workers job scope to offer an internship experience highlighting all aspects of department's activities. **Liquor Operation Department** – Implement front-line training specifically focused on effectively serving diverse customers. **Department of Justice COPS Program Technical Assistance** **Police Department** – Implement guidance received from the Department of Justice's COPS program. ▪ Comprehensive overhaul of Principles and Practices manual ▪ Develop data-driven strategic plan on conducting vehicle & pedestrian stops ▪ Develop community engagement strategic plan ▪ Develop training, polices, practices and procedures to facilitate employee professional development			

External Goal: Residents view their jurisdiction as an effective and inclusive government.				
Community Indicator	**Outcomes and Actions**	**Timeline**	**Accountability**	**Performance Measure**
▪ **Residents believe the city values community participation and engagement** ▪ **Residents and visitors are aware of the City's commitment to address racial equity in the city**	Assure St. Anthony is a welcoming village for everyone **Coordination with Community Efforts** Utilize existing infrastructure to work towards shared goals by collaborating and coordinating efforts with St. Anthony Villagers for Equity & Community, Dare 2 Be Real, St. Anthony Community Services and the St. Anthony branch of the Hennepin County Library system. **Diversification of Commissions** Utilize all formal and informal channels to communicate when commission opportunities become available, specifically targeting higher density and rental properties to be represented. **New Resident Information Sessions** Hold sessions with city representatives at locations around the city to inform residents on how their city works, how they can participate in decisions, and hear what barriers residents are encountering when seeking city services. *Feedback from these sessions will be used to gather up to date resources for residents, improve print and electronic communications, enhance future sessions, and inform departments on policies and/or processes to refine in order to ensure everyone has access to city services.* **Students in Government** Provide opportunities for St. Anthony High School students to spend time with city staff and elected officials to learn how the city functions and how they can participate now or in the future in the community in which they choose to live. **Communications Plan** Work with the team building a city-wide communications plan to ensure it provides employees with outreach and engagement tools to communicate racial equity initiatives.	Ongoing Ongoing 2018 – 2019 Ongoing Late 2017 – Early 2018	Staff Leadership Staff Leadership Staff Leadership Staff Leadership Inclusion Committee & Department Heads	Staff attends meetings with community groups regularly Increased number and greater diversity in applications for future commission openings Multiple Sessions have been held in various locations within the city Session held at least annually that includes all departments Inclusion Committee and Department Heads have provided input on the plan

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 26, 2019 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (7:20 PM) Ordinance No. 2019-32 Amending BIMC 2.16.020.S Housing Design Demonstration Projects (HDDP) Program - Planning,

SUMMARY: On October 1 and 22, 2019, the City Council discussed next steps for the Suzuki Affordable Housing project, which is currently being planned as a HDDP project. During that discussion, a majority of the Council indicated support to extend the HDDP program and remove the provision added in 2018 with approval of Ordinance No. 2018-31 (see below, and attached) and directed the Planning Commission to review such an ordinance. Ordinance No. 2019-32 as proposed removes the sentence that was added by Ordinance No. 2018-31. Without an extension, the HDDP program is set to expire on December 31, 2019. Ordinance No. 2019-32 proposes to extend the program until December 31, 2021.

The Planning Commission considered Ordinance No. 2019-32 on October 24, 2019 and held a public hearing on the ordinance on November 7, 2019. After closing the public hearing, the Planning Commission voted 5-2 to recommend denial of Ordinance No. 2019-32 to the City Council, which would result in the HDDP program expiring at the end of 2019.

After the Planning Commission completed their recommendation on Ordinance No. 2019-32, the Commission voted 6-1 to recommend to the City Council that they direct the Planning Commission and staff to draft an interim affordable housing ordinance that includes density incentives to promote affordable housing and green building.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to forward Ordinance No. 2019-32 to the City Council meeting on December 10 for additional discussion and possible approval.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: Ordinance No. 2018-31 (see attached) was approved by the City Council on August 28, 2018. That ordinance limited application of the HDDP program to projects where 100% of the units were designated as affordable housing. This change was recommended by the Planning Commission and approved by the Council as a suspension of the HDDP program until the City's update to subdivision standards was completed. See attached Planning Commission Minutes from the June 21, 2018 meeting. The City's new subdivision standards were approved by the Council on September 24, 2019 (via Ordinance No. 2019-03).

The ordinance under consideration here, Ordinance No. 2019-32, would remove the sentence that was added in 2018 (via Ordinance No. 2018-31) and thereby restore Tier 3 of the HDDP program to the form it was previously, requiring Tier 3 HDDP development projects to have at least 50% (rather than 100%) of units to be designated as affordable housing. See the attached summary of the HDDP program and projects submitted to date, and BIMC 2.16.020.S, which is the HDDP program codified. See also the attached Comprehensive Plan goals and policies that support the HDDP program.

ATTACHMENTS:

20191126 Staff Memo

Ordinance No. 2019-32 Extending HDDP Program

Planning Commission Rationale for HDDP Sunset 111819

HDDP Program Summary

Planning Commission Minutes DRAFT 110719

BIMC 2.16.020.S HDDP Program

Comp Plan Goals and Polices to support HDDP

Ordinance No. 2018-31 Limiting the Housing Design Demonstration Project Program to Affordable Housing Approved 082818

PLANNING COMMISSION MINUTES 062118

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: November 26, 2019

To: City Manager
City Council

From: Jennifer Sutton, AICP
Senior Planner

Subject: Ordinance 2019-32: Revising and Extending HDDP program (BIMC 2.16.020.S)

I. Background

On October 1 and 22, 2019, the City Council discussed next steps for the Suzuki Affordable Housing project, which is currently being planned as a Tier 3 Housing Design Demonstration Project (HDDP) project. During that discussion, a majority of the Council indicated support to extend the HDDP program and remove the provision added in 2018 with approval of Ordinance No. 2018-31 (see below, and attached) and directed the Planning Commission to review such an ordinance. Ordinance No. 2019-32 as proposed removes the sentence that was added by Ordinance No. 2018-31.

Ordinance No. 2018-31 was approved by the City Council on August 28, 2018. That ordinance limited application of the HDDP program to projects where 100% of the units were designated as affordable housing. This change was recommended by the Planning Commission and approved by the Council as a suspension of the HDDP program until the City's update to subdivision standards was completed. See attached Planning Commission Minutes from the June 21, 2018 meeting. The City's new subdivision standards were approved by the Council on September 24, 2019 (via Ordinance No. 2019-03).

The ordinance under consideration here, Ordinance No. 2019-32, would remove the sentence that was added in 2018 (via Ordinance No. 2018-31) and thereby restore Tier 3 of the HDDP program to the form it was previously, requiring Tier 3 HDDP development projects to have at least 50% (rather than 100%) of units to be designated as affordable housing. Without an extension, the HDDP program is set to expire on December 31, 2019. Ordinance No. 2019-32 proposes to extend the program until December 31, 2021.

See the attached summary of the HDDP program and projects submitted to date, and BIMC 2.16.020.S, which is the HDDP program codified. See also the attached Comprehensive Plan goals and policies that support the HDDP program.

II. History of State Environmental Policy Act (SEPA) Review of HDDP

During their October 22 discussion of the HDDP program, a Councilmember asked if the HDDP program had been reviewed under SEPA (Washington Administrative Code [WAC] 197-11). The original 2009 program underwent SEPA review, as did each update to the program where development standards

were amended. Ordinances that did not alter development standards, such as extending the program, did not require SEPA review (WAC 197-11-800). SEPA review is not required for Ordinance 2019-32.

ORDINANCE	SEPA REVIEW REQUIRED AND COMPLETED?
Ord. 2009-06: Creating HDDP Program	YES; March, 2009
Ord. 2012-09: Extending for 1 year only (no other changes):	NO
Ord. 2013-25: Total program update and extending for 3 more years	YES; September 2013
Ord. 2016-27: Update related to Low Impact Development (LID) Stormwater Manual and extending for 3 more years	YES; September 2016
Ord. 2018-31: Limited HDDP projects to require 100% affordable housing	NO

III. Comprehensive Plan Analysis

The HDDP program was developed to further Comprehensive Plan goals in effect at the time. Although the Comprehensive Plan underwent a complete update (approved in 2017), the HDDP program is still supported by many Comprehensive Plan goals and policies. See attached.

IV. Planning Commission Review

The Planning Commission discussed Ordinance No. 2019-32 on October 24, 2019 and held a public hearing on the ordinance on November 7, 2019. After closing the public hearing, the Planning Commission voted 5-2 to recommend denial of Ordinance No. 2019-32 to the City Council, which would result in the HDDP program expiring at the end of 2019.

Also during their November 7 meeting, after the Planning Commission completed their recommendation on Ordinance No. 2019-32, the Commission voted 6-1 to recommend to the City Council that they direct the Planning Commission and staff to draft an interim affordable housing ordinance that includes density incentives to promote affordable housing and green building. At their November 14 meeting, the Planning Commission discussed again their HDDP related recommendations on November 7, and discussed and agreed to a written rationale for their recommendations (see attached).

ORDINANCE NO. 2019-32

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Bainbridge Island Municipal Code Section 2.16.020.S. to thereby revise and extend the Housing Design Demonstration Project program.

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

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

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

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

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

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

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

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

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

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

impact development where it is most appropriate, and encourage high quality and innovation in building design, site development, and "green" building practices; and

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

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

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

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

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

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

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

WHEREAS, Ordinance No. 2018-31 suspended the HDDP program except for projects that produced 100% of units as affordable housing, exceeding the underlying Tier 3 HDDP provisions that require at least 50% of units be designated as affordable housing; and

WHEREAS, on September 24, 2019, the City Council approved updated subdivision standards via Ordinance No. 2019-03 and thereby satisfied a basis for suspending the HDDP program; and

WHEREAS, this Ordinance No. 2019-32 will restore Tier 3 of the HDDP program to the form it was previously by removing the sentence that was added by Ordinance No. 2018-31, and with removal of that sentence Tier 3 HDDP development projects will revert back to requiring at least 50% (rather than 100%) of units to be designated as affordable housing; and

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

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

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

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

WHEREAS, the Planning Commission discussed this Ordinance No. 2019-32 on October 24, 2019 and held a public hearing on November 7, 2019, and after closing the public hearing, voted 5-2 to recommend denial of Ordinance No. 2019-32 to the City Council; and

WHEREAS, after the Planning Commission completed their recommendation on Ordinance No. 2019-32, the Commission voted 6-1 to recommend to the City Council that they direct the Planning Commission and staff to draft an interim affordable housing ordinance that includes density incentives to promote affordable housing and green building; and

WHEREAS, notice was given on November 5, 2019 to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106 related to this Ordinance No. 2019-32; and

WHEREAS, the City Council considered versions of this Ordinance No. 2019-32 on October 22, November 26, and December 10, 2019.

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

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

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

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

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

Section 3. **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 ____ day of _____, 2019.

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

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

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

CITY OF BAINBRIDGE ISLAND

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

MEMORANDUM

Date: November 18, 2019

To: City Council

From: Planning Commission

Subject: HDDP Sunset Recommendation

At the November 14, 2019 Planning Commission meeting, Planning Commissioners drafted the following rationale for their November 7, 2019 HDDP Sunset and continue to require 100% affordable housing until sunset date.

1. The HDDP as written has fundamental flaws that the PC has been noting for over a year and were the basis for repeated requests by the PC to review and revise the HDDP. Those flaws have resulted in projects that do not further the Comprehensive Plan goals and policies that were the basis for creating the HDDP.
2. The HDDP was intended to promote affordable housing and green building techniques by providing builders with additional density in return. The HDDP's flaws have allowed builders additional density but have not consistently provided the intended community benefits of affordable housing and green building techniques to adequately offset that density.

Rationale for recommending a standalone affordable housing ordinance to allow the Suzuki project planning effort to continue:

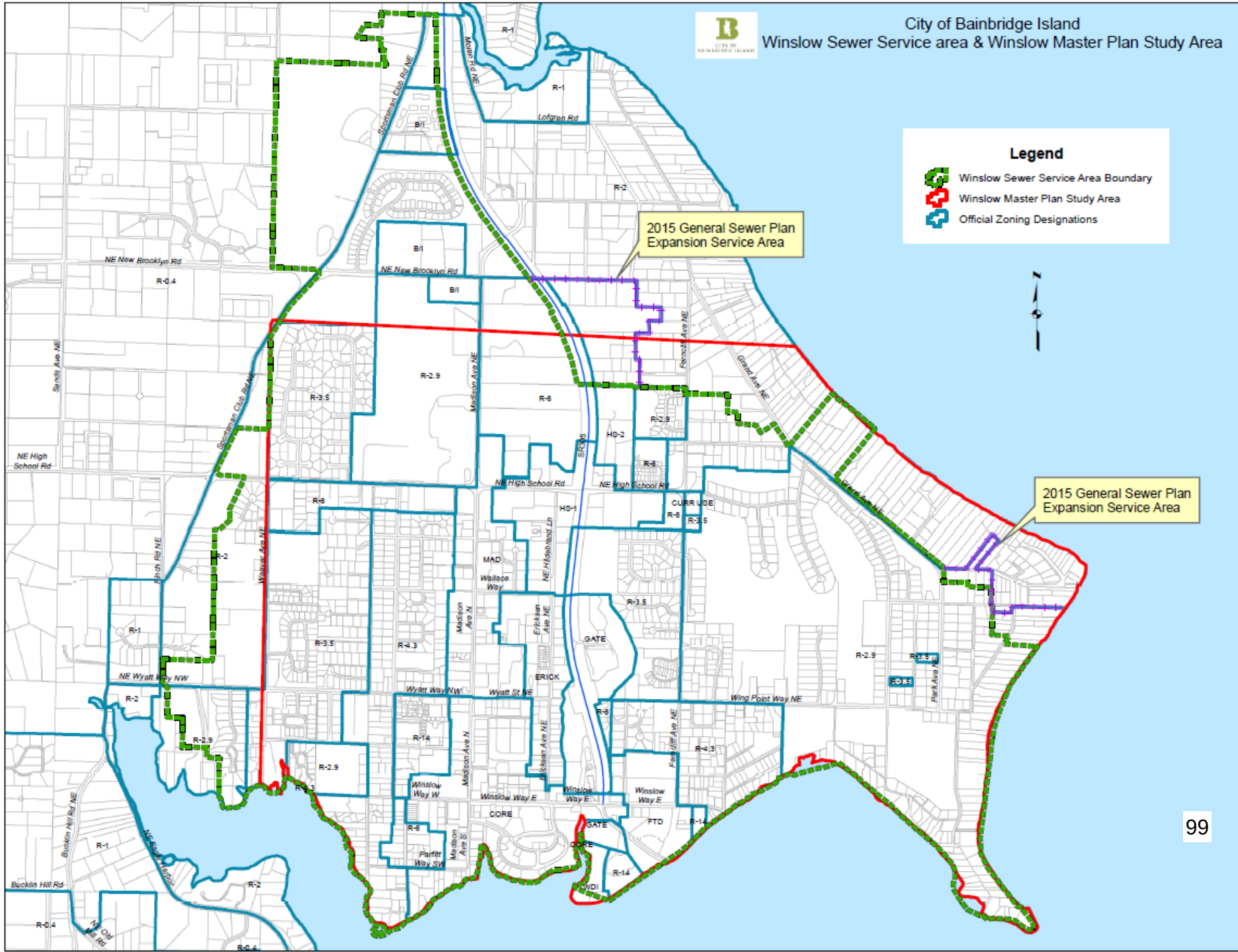
1. Existing Tier 3 of the HDDP could be used as a template, with revisions, for a standalone affordable housing ordinance that would allow the Suzuki project planning to continue to move forward in the short term.
2. A comprehensive affordable housing ordinance and a comprehensive green building ordinance are both on the City Council workplan and will provide code provisions that further the Comprehensive Plan goals and policies for affordable housing and green building. The HDDP as currently written does not do that.

Housing Design Demonstration Project (HDDP) Program Overview

- 2009 3-year Pilot Program applies in the greater Winslow area Revised in 2013; Revised in 2016 to reflect LID requirements, extended until 2019.
- Promotes green building, sustainable site development, and housing diversity & affordability using development standard flexibility & density incentives
- 4 Tiers: Density incentives scaled to amount of Green Building and Infrastructure, and Housing Diversity
- 1,600 square foot maximum dwelling unit size for all HDDP units
- June 2018 recommendation by Planning Commission to Council to suspend program pending subdivision regulation update
- In lieu of suspending, the Council approved Ordinance 2018-31, limiting HDDP to those with 100% affordable housing.

HDDP Program Available to Properties located:

- in the WMP Study Area or
- in the Winslow Sewer Service Area



Excerpt Table 2.16.020.Q-1: Housing Design Demonstration Project Scoring System		
Density Incentives	**Requirements to Receive Incentives**	
	Green Building and Innovative Site Development	**Housing Diversity**
Tier 4		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	Living Building Challenge (ILFI) OR Passive House (Passive House Institute US/International)	Home size not greater than 1,600 sq. ft.
	30 Points in Innovative Site Development Practices	10 pts/10% of units affordable housing
Tier 3		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	50% affordable housing
	25 Points in Innovative Site Development Practices	Home size not larger than 1,600 sq. ft.
Tier 2		
1.5 x Base Density (R-8 and R-14); OR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	Home size not larger than 1,600 sq. ft.
2.0 x Base Density not to exceed R-8 density (R-2, R-2.9, R-3.5, and R-4.3); OR		10% of units affordable housing
Max. Bonus Mixed-Use FAR	25 Points in Innovative Site Development Practices	Projects with ≥ 20 units must get 3 points in “Unit Type” category
Tier 1		
No Density Bonus	LEED Certification, BuiltGreen 4, or Evergreen Sustainable Development	•Home size not larger than 1,600 sq. ft.
		•4 points (projects with < 20 units) in “Housing Diversity” category
	14 Points in Innovative Site Development Practices	•5 points (projects with ≥ 20 units) i 100 “Housing Diversity” category
		•Projects with ≥ 20 units must get 2 points in “Unit Type” category

Table 2.16.020.S-2 Housing Diversity Scoring Method

		Affordable Housing			Unit Size		Unit Type	
		Project includes a number of housing units that are designated affordable for a period of 50 years to the spectrum of income levels as defined by BIMC 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.			Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number of units in that range. For example, in a 40-unit development, at least 4 units sized between 1,001 and 1,200 ft^2 would be needed to score points in that range.		Unit type: Project includes a variety of housing unit types (i.e., single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40-unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.	
TIER	**Total Housing Diversity Points Required**	**Affordable Units**	**Ownership Value**	**Rental Value**	**Unit Size Range**	**Value**	**Number of Different Unit Types**	**Value**
		10%	10	12	< 800 ft^2	1	2	2
		11 – 15%	12	14	801 – 1,000 ft^2	1	3	3
		16 – 20%	14	16	1,001 – 1,200 ft^2	1	4	4
		21 – 25%	16	18	1,201 – 1,400 ft^2	1	5	5
		> than 25%	20	22	1,401 – 1,600 ft^2	1		
		Minimum % Required			**Size Requirement**	**Min. Pts. Required**	**Min. Pts. Required**	
4	10 pts	10%			Max. home size 1,600 ft^2	NA	NA	
3	20 pts	50%			Max. home size 1,600 ft^2	NA	NA	
2	12 pts (projects < 20 units) 15 pts (projects ≥ 20 units)	10%			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 3 pts in "unit type"	
1	4 pts (projects < 20 units) 5 pts (projects ≥ 20 units)	NA			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 2 pts in "unit type"	

Table 2.16.020.S-3 Innovative Site Development Scoring Method

TIER	Minimum Site Development Point Requirement	WATER QUALITY & CONSERVATION	LANDSCAPING & OPEN SPACE	TRANSPORTATION
		Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, green roofs and covered parking. All HDDP projects will follow the stormwater manual adopted in Chapter 15.20 BIMC.	Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030. A1, A2, A3, A6 & A7 is encouraged.	Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Island-wide Transportation Plan (IWTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.
4	30			
3	25			
2	25			
1	14			

WATER QUALITY & CONSERVATION

REQUIREMENT	VALUE
Number of dwelling units that integrate greywater reuse components into building design:	
10%	1
11-20%	2
21-30%	3
Over 31%	4
Percentage of total roof area qualifying as "green roofs":	
15-30%	2
Over 31%	4
Project integrates cisterns: % of total roof area directed to cisterns: 15-30%	2
Over 31%	4
Percentage of total parking spaces that are covered (i.e. parking garage, carport):	
5-20%	1
21-40%	2
41-60%	3
61-80%	4
Over 81%	5

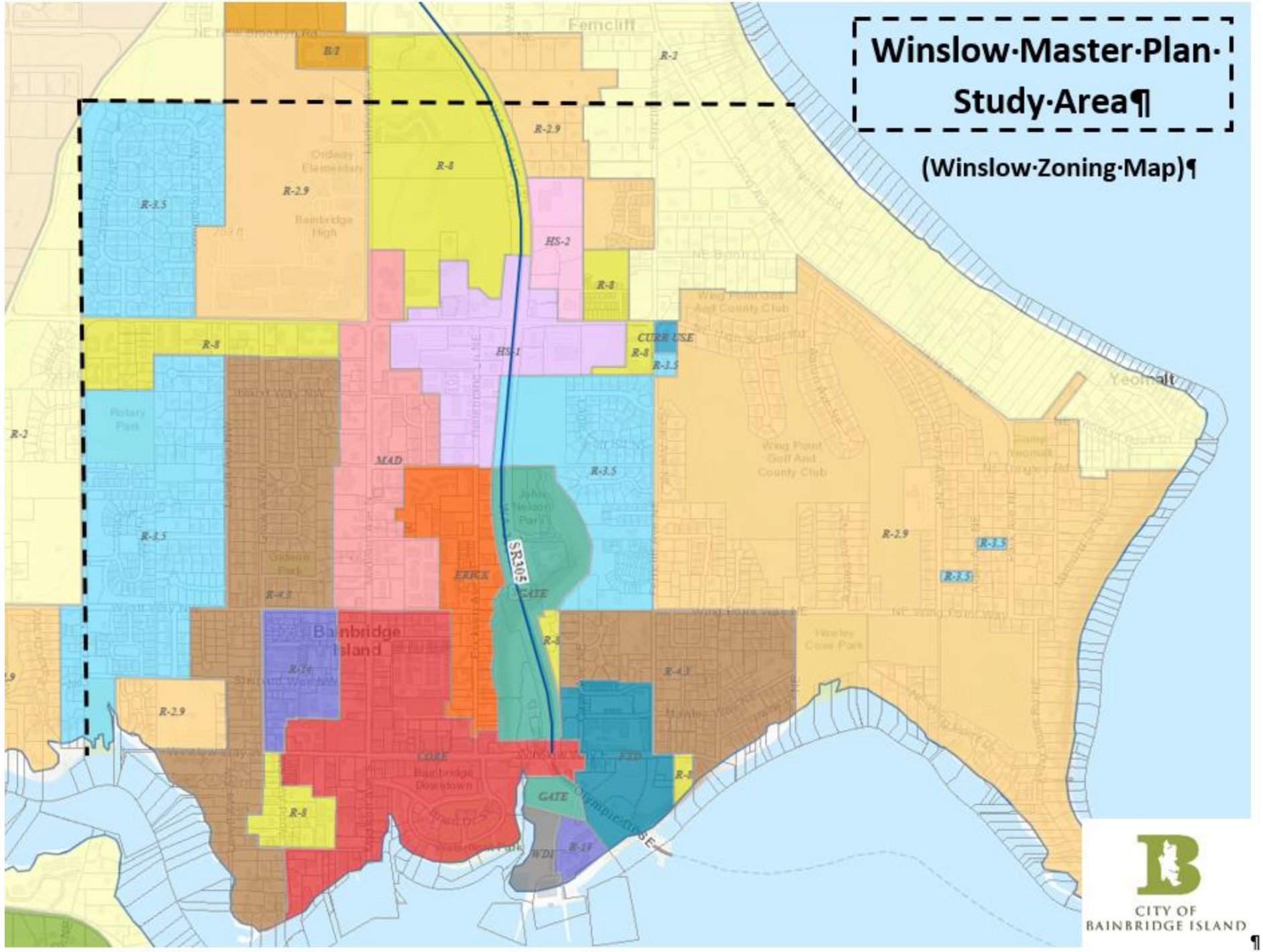
LANDSCAPING & OPEN SPACE

% OF OPEN SPACE	VALUE	VALUE IF PUBLIC
5-10%	2	4
11-15%	4	6
16-20%	6	8
21-25%	8	10
Greater than 25%	10	12
Incorporates neighborhood garden	2	
Preserves tree that qualifies as a "Heritage tree" under City Program. The tree is not otherwise required to be preserved.	2 per tree	
All Private yard areas ≤ 20% turf	4	
Project landscaping integrates at least 60% native or drought tolerant plants	4	

TRANSPORTATION

TRANSPORTATION COMPONENTS	VALUE
Project preserves, creates or integrates internal and external non-motorized connections.	2
Provides public walkways, separated paths, or bike lanes. No points for facilities required by IWTP.	3
On-site car sharing program	1 per each car
Electric vehicle charging stations for 3% of vehicle parking capacity.	3
Covered, consolidated bike parking for subdivisions	3
Bus Shelter	2

Summary of HDDP Projects							
HDDP Project	Tier	Zone	Max. Base Density	# & Type of Dwelling units	Green Building Certification Requirement	# of Affordable (AH) Units	Status
**Ferncliff Village *(HRB)*	3	R-3.5	20	40: Single-family (SF) & Townhomes (TH)	Evergreen Sustainable Development	40	Completed
**Grow Community	2	R-14	112	149: SF, Apartments (Apts.), Condos & Townhomes	Built Green 5	0	Mostly Built
Ericksen Urban Cottages	1	MUTC/ Ericksen	0.6 Res. FAR	16 SF	LEED Certified Required, Achieved LEED Platinum	0	Completed
Madrona Townhomes (The Walk)	1	MUTC/ Core	1.0 Res. FAR	52 SF TH & ADUs	LEED Certified	5	Under Construction
Bainbridge Landing	1	MUTC/ Ferry TD	1.1 Res. FAR	140: SF TH, Apts.& Age-in-Place	LEED Certified or Built Green 4	0	Under Construction
**Wallace Cottages	2	R-4.3	10	19 SF & Age-in-Place	LEED Silver or Built Green 4	2	Under Construction
Madison Place	1	MUTC/ Madison	0.6 Res. FAR	18 SF & Duplexes	LEED Certified or Built Green 4	0	Under Construction
Ericksen Gardens	1	MUTC/ Ericksen	0.6 Res. FAR	5 SF (including 1 ADU)	LEED Certified or Built Green 4	0	Under Construction
Total HDDP Units Permitted				439	Total Designated AH Units	47	
**# of Bonus Units Achieved Through HDDP				66			


Winslow·Master·Plan·
Study·Area¶
(Winslow·Zoning·Map)¶
Fernclift
B-1
R-2
R-2.9
R-8
R-3.5
HS-2
HS-1
CURB USE
MAD
ERRA
GATE
SR305
Bainbridge Island
CORE
Bainbridge Downtown
R-4.3
R-14
WDI
Olympic Drive
Yeomalt
Rotary Park
Gideon Park
John Nelson Park
Waterfront Park
Waterfront Park Way
Weg Point Golf And County Club
Bainbridge High
Odyssey Elementary
CITY OF BAINBRIDGE ISLAND

¶

CITY OF
BAINBRIDGE ISLAND

Planning Commission Public Hearing
Thursday, November 7, 2019

Meeting Minutes

DRAFT

1) CALL TO ORDER/ROLL CALL

2) PUBLIC COMMENT ON OFF AGENDA ITEMS

Amy Aspell spoke about Affordable Housing providing the seven recommendations from the Community Housing Coalition

3) PUBLIC HEARING

3.a Ordinance No. 2019-32 Amending BIMC 2.16.020.S. Housing Design Demonstration Projects (HDDP) Program,

Chair Chester began the topic with a 30-minute study session.

Public Hearing opened.

Jane Rein supported sunsetting the HDDP program.

Joe Dunstan, Design Review Board Chair, said he had not seen a quality HDDP project come before the DRB yet. As a citizen, he supported sunsetting the HDDP Program.

Holly Brewer spoke in support of affordable housing being close to public transportation and providing walkability.

Marshall Tappan spoke in support of sunsetting the HDDP Program.

Jonathan Davis spoke in support of the HDDP Program.

Ron Peltier spoke as a citizen and asked if the HDDP Program was supported by the Comprehensive Plan.

Public Hearing closed at 7:47 PM.

Long Range Senior Planner Jennifer Sutton began discussion with a draft provided by Commissioner McCormick Osmond.

MOTION: Planning Commission recommends that the HDDP Program should sunset as scheduled by December 31, 2019. Further, the Planning Commission recommends that the draft Ordinance 2019-32 should not go forward.

Quitslund/Pearl: Motion carried 5 - 2
AYES: Mack Pearl, Jon Quitslund, Lisa Macchio, Kim McCormick-Osmond, Don Doman
NOES: Joe Paar, William Chester
ABSENT: None
ABSTAIN: None

MOTION: The Planning Commission recommends that the City Council direct the Planning Commission and staff to draft an interim affordable housing ordinance that includes density incentives to promote green building and affordable housing.

McCormick Osmond/Quitslund: Motion carried 5 - 1
AYES: Mack Pearl, Jon Quitslund, Kim McCormick-Osmond, Don Doman, Joe Paar
NOES: Lisa Macchio
ABSENT: None
ABSTAIN: William Chester

4) PLANNING DIRECTOR'S REPORT

Planning & Community Development Director Heather Wright provided an update on City Council actions of interest to the Planning Commission.

5) ADJOURNMENT

Meeting adjourned at 8:09 PM.

_____
William Chester, Chair

_____
Jane Rasely, Administrative Specialist

DRAFT

2.16.020 General provisions.

S. Housing Design Demonstration Projects.

1. Purpose and Goals. The purpose of this subsection S is to allow the development of housing design demonstration projects that increase the variety of housing choices available to residents across underserved portions of the socio-economic spectrum, and to promote compact, low-impact development where it is most appropriate. Further, its purpose is to encourage high quality and innovation in building design, site development, and "green" building practices.

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

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

3. Review and Approval Process. Housing design demonstration project applications shall be reviewed as specified in the same manner as other applications for the same type of underlying land use permit (see BIMC 2.16.030 through 2.16.210), with additional review steps done in the order below as outlined in this subsection.

a. Conceptual Proposal Review. Applicants proposing a demonstration project shall meet with city staff during the conceptual phase to discuss the goals and evaluation parameters of the proposed project. The conceptual proposal review is an informal discussion between the applicant and city staff regarding a proposed project. There are no required application materials for this stage. Applicants shall contact the planning department staff to request a meeting, and the meeting shall be scheduled by staff for no more than three weeks after the request date. The purpose of the conceptual proposal review is to determine if the proposal is eligible to be considered as an application for a housing design demonstration project and to assist the applicant by identifying (i) requirements for submittal, including types of supplemental materials for application; (ii) compliance with applicable city plans, goals, policies, codes, or guidelines and possible revisions to the project that will enhance the proposal with respect to these requirements; (iii) areas of BIMC Title 18, Zoning, and BIMC Title 17, subdivisions, where the applicant seeks flexibility; and (iv) required plans, studies, reports, and/or other materials specific to the proposal that will provide necessary information for staff and the design review board, and to review the project under the criteria outlined in subsection S.4 of this section.

b. Public Participation Program. The applicant is required to participate in one or more community meetings, either through the city's (i) public participation program following the procedures outlined in Resolution Nos. 2010-32 and 2001-11, or (ii) an equivalent public meeting that includes participation by city staff, as approved by the director.

c. Preapplication Conference. The applicant shall apply for a preapplication conference pursuant to subsection I of this section. Housing design demonstration projects shall be reviewed by both staff and the design review board, pursuant to subsection F of this section. The applicant shall submit a HDDP proposal consistent with the requirements in the administrative manual. The applicant shall consider input received during the public meetings and conceptual review with city staff in crafting the proposal. The proposal will be evaluated pursuant to subsection S.4 of this section by city staff with the design review board serving in an advisory role, in addition to their review of applicable design guidelines. The director shall prepare written findings of facts, and

applicants will receive preliminary notification from the director whether the proposal will qualify as a housing design demonstration project, or feedback about how to improve the proposal to qualify. If the applicant changes the proposal in any significant manner other than a response to feedback from the public meeting, conceptual review, or the preapplication review, an additional preapplication conference may be required.

d. Application Submittal. An applicant may submit a land use permit application (subdivision, site plan and design review, or conditional use permit) for a housing design demonstration project after completion of a required conceptual and preapplication review and notification by the city that the proposal qualifies as a housing design demonstration project. Upon receipt of an application, the director shall provide notice to the applicant and public in accordance with subsection M of this section, and commence the application review process. Housing design demonstration projects that require more than one land use permit must utilize the consolidated project review process outlined in BIMC 2.16.170. All housing design demonstration project applications, including subdivisions, shall be reviewed by the design review board and the planning commission at public meetings. The design review board and the planning commission shall make recommendations on all housing design demonstration projects.

e. Permit Decision. The decision to approve or deny a housing design demonstration project shall be made as part of underlying land use permit approval. The decision shall be based upon the decision criteria of the underlying planning permit, and the decision criteria outlined in subsection S.5 of this section. Housing design demonstration project approval conditions shall be included in the final permit approval and shall address any ongoing compliance requirements including compliance with approved design plans. The city may require that the applicant record covenants to ensure ongoing compliance or maintenance for required project components.

f. Building Permit. The applicant shall submit a building permit that is consistent with all conditions of the land use permit approval. The applicant shall also submit documentation that the project has applied for required certification by a green building rating system, such as Evergreen Sustainable Development, LEED, or BuiltGreen. Proof of ongoing certification shall be required during construction and project certification must be completed prior to final occupancy.

g. Living Building Challenge. For projects pursuing the Living Building Challenge standard of the International Living Building Institute, the applicant must show proof of pursuing ongoing certification during construction for all required elements. After construction and prior to issuance of the certificate of occupancy, the applicant must show proof of initial project compliance as to the Site, Materials, Indoor Quality and Beauty/Inspiration components of the Living Building Challenge and that the project is likely to achieve the elements of energy and water following 12 months of occupancy as required under Living Building Challenge certification. For those elements of energy and water that require occupancy of the building for 12 months for Living Building Challenge certification, the applicant must submit a report to the city following 12 months of occupancy, demonstrating its progress towards meeting these remaining elements of the Living Building Challenge standard. If certification of those elements has not been achieved, the applicant must provide quarterly reports of progress towards certification of these elements, including additional steps and timeline that will be taken to achieve certification.

4. Evaluation Method. Each project will be evaluated for innovation and achievement of the goals of this subsection S of this section using a number of factors. The evaluation factors are divided into three categories. Examples of sustainable development methods do not limit other mechanisms of meeting the evaluation factor. Projects that qualify as housing design demonstration projects are eligible to use the flexible development standard incentives outlined in subsections S.6 and 7 of this section. Projects qualifying as a Tier 2, 3, or 4 project are eligible for the residential incentives outlined below and in subsection S.8 of this section. Tables 2.16.020.S-1, S-2, and S-3 show how projects are scored to qualify for different tiers in the housing design demonstration project program.

Table 2.16.020.S-1: Housing Design Demonstration Project Scoring System		
Density Incentives	Requirements to Receive Incentives	
	Green Building and Innovative Site Development	Housing Diversity
Tier 4		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	Living Building Challenge (ILFI) OR Passive House (Passive House Institute US/International)	Home size not greater than 1,600 sq. ft.
	30 Points in Innovative Site Development Practices	10 pts/10% of units affordable housing
Tier 3		
2.5 x Base Density OR Max. Bonus Mixed-Use FAR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	50% affordable housing
	25 Points in Innovative Site Development Practices	Home size not larger than 1,600 sq. ft.
Tier 2		
1.5 x Base Density (R-8 and R-14); OR 2.0 x Base Density not to exceed R-8 density (R-2, R-2.9, R-3.5, and R-4.3); OR Max. Bonus Mixed-Use FAR	LEED Silver, BuiltGreen 4, or Evergreen Sustainable Development	Home size not greater than 1,600 sq. ft.
		10% of units affordable housing
	25 Points in Innovative Site Development Practices	Projects with ≥ 20 units must get 3 points in "Unit Type" category
Tier 1		
No Density Bonus	LEED Certification, BuiltGreen 4, or Evergreen Sustainable Development	Home size not greater than 1,600 sq. ft.
		4 points (projects with < 20 units) in "Housing Diversity" category
	14 Points in Innovative Site Development Practices	5 points (projects with ≥ 20 units) in "Housing Diversity" category
		Projects with ≥ 20 units must get 2 points in "Unit Type" category
NOTE: For Tiers 2 and 3 required affordable housing units: Home ownership projects: 50% of required affordable house units should serve ≤ 80% AMI Rental projects: 50% of required affordable house units should serve ≤ 60% AMI.		

Table 2.16.020.S-2 Housing Diversity Scoring Method

		Affordable Housing Project includes a number of housing units that are designated affordable for a period of 50 years to the spectrum of income levels as defined by BIMC 18.36.030.16 and 18.21.020.A. Rental housing is encouraged by awarding more points for the creation of rental housing.			**Unit Size** Project includes a variety of unit sizes, excluding garages, that provide for a broad mix of income levels and family size. In order to score a point in a unit size range, the project shall provide at least 10% of the total number of units in that range. For example, in a 40-unit development, at least 4 units sized between 1,001 and 1,200 ft^2 would be needed to score points in that range.		**Unit Type** Unit type: Project includes a variety of housing unit types (i.e., single-family style, townhouse, flat, age-in-place, ADUs, cottages) or innovative type of housing. In order to score points for different unit types, the project shall provide at least 10% of the total number units of that type. For example, in a 40-unit development of townhomes and duplexes, at least 4 units of townhomes would be needed to score points for having 2 different unit types.	
TIER	**Total Housing Diversity Points Required**	**Affordable Units**	**Ownership Value**	**Rental Value**	**Unit Size Range**	**Value**	**Number of Different Unit Types**	**Value**
		10%	10	12	< 800 ft^2	1	2	2
		11 – 15%	12	14	801 – 1,000 ft^2	1	3	3
		16 – 20%	14	16	1,001 – 1,200 ft^2	1	4	4
		21 – 25%	16	18	1,201 – 1,400 ft^2	1	5	5
		> than 25%	20	22	1,401 – 1,600 ft^2	1	**Min. Pts. Required**	
		Minimum % Required			**Size Requirement**	**Min. Pts. Required**		
4	10 pts	10%			Max. home size 1,600 ft^2	NA	NA	
3	20 pts	50%			Max. home size 1,600 ft^2	NA	NA	
2	12 pts (projects < 20 units) 15 pts (projects ≥ 20 units)	10%			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 3 pts in "unit type"	
1	4 pts (projects < 20 units) 5 pts (projects ≥ 20 units)	NA			Max. home size 1,600 ft^2	NA	Projects ≥ 20 units must get 2 pts in "unit type"	

Table 2.16.020.S-3 Innovative Site Development Scoring Method

TIER	Minimum Site Development Point Requirement	WATER QUALITY & CONSERVATION	LANDSCAPING & OPEN SPACE	TRANSPORTATION
		Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, green roofs and covered parking. All HDDP projects will follow the stormwater manual adopted in Chapter 15.20 BIMC.	Project provides well-designed common open space, with at least 5 percent of the gross land area, set aside as open space and designed as an integrated part of the project rather than an isolated element. The common open space must be outside of critical areas and their buffers and required roadside buffers. Appropriate community amenities such as playgrounds, composting and neighborhood gardens promoting the production of locally grown food are encouraged. Resident neighborhood community gardens can be in common open space areas, and shall be appropriately located for solar exposure, and include water availability, soil amenities, and storage for garden tools. Required growing space for neighborhood gardens is 60 square feet per dwelling unit, not including any existing orchard area. Open space dedicated to the public pursuant to the standards of BIMC Sections 17.12.030. A1, A2, A3, A6 & A7 is encouraged.	Project design provides enhanced sensitivity to pedestrian and bicycle travel to promote the people getting around without a car, a reduced carbon footprint, improved health of humans, and lower pollution levels. Project internally preserves existing informal internal connection to external non-motorized facilities, furthering the Island-wide Transportation Plan (IWTP) and using such solutions as woonerfs, green streets, and natural trails and paths. Project reduces reliance on automobiles and trip counts, and promotes alternative transportation, such as integrating parking and charging facilities for electric cars, or bus shelters.
4	30			
3	25			
2	25			
1	14			

REQUIREMENT	VALUE
Number of dwelling units that integrate greywater reuse components into building design:	
10%	1
11-20%	2
21-30%	3
Over 31%	4
Percentage of total roof area qualifying as "green roofs":	
15-30%	2
Over 31%	4
Project integrates cisterns: % of total roof area directed to cisterns:	
15-30%	2
Over 31%	4
Percentage of total parking spaces that are covered (i.e. parking garage, carport):	
5-20%	1
21-40%	2
41-60%	3
61-80%	4
Over 81%	5

% OF OPEN SPACE	VALUE	VALUE IF PUBLIC
5-10%	2	4
11-15%	4	6
16-20%	6	8
21-25%	8	10
Greater than 25%	10	12
Incorporates neighborhood garden	2	
Preserves tree that qualifies as a "Heritage tree" under City Program. The tree is not otherwise required to be preserved.	2 per tree	
All Private yard areas ≤ 20% turf	4	
Project landscaping integrates at least 60% native or drought tolerant plants	4	

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TRANSPORTATION COMPONENTS	VALUE
Project preserves, creates or integrates internal and external non-motorized connections.	2
Provides public walkways, separated paths, or bike lanes. No points for facilities required by IWTP.	3
On-site car sharing program	1 per each car
Electric vehicle charging stations for 3% of vehicle parking capacity.	3
Covered, consolidated bike parking for subdivisions	3
Bus Shelter	2

a. Housing Diversity. Evaluation will review:

i. Unit Type. The project includes a variety of unit types, for example, single-family, townhomes, flats, duplex, cottages, age-in-place or accessory dwelling units;

ii. Unit Size. The project includes a variety of housing unit sizes that provide for a broad mix of income levels and family size; and

iii. Affordable Housing. The project includes housing units that are affordable to the spectrum of income levels as defined in Chapter 18.21 BIMC, Affordable Housing, except that affordable housing units required for a housing design demonstration project must use the Bremerton-Silverdale Average Median Income (AMI). Designated affordable housing shall remain affordable for 50 years from the time of final inspection on the affordable unit. The applicant shall record covenants that demonstrate how the unit will remain affordable and be managed for 50 years.

b. Innovative Site Development. Evaluation will review:

i. Water Quality and Conservation. Projects use methods to decrease water usage and improve stormwater runoff quality through an integrated approach to stormwater management such as greywater use, stormwater collection in cisterns, vegetated roofs and covered parking. All HDDP projects will follow the Department of Ecology's 2012 Stormwater Management Manual for Western Washington, as amended in December 2014.

ii. Landscaping. The project uses low maintenance landscaping that integrates a high proportion of native plants or drought-tolerant plants that are climate appropriate. The project limits the amount of "lawn" in private yards in favor of common open space. Projects are encouraged to use cisterns to collect rainwater for irrigation or garden use.

iii. Common Open Space. The project provides connected common open space area set aside as active open space and designed and integrated into the project. The open space could include active elements such as a neighborhood garden/pea patch and composting facilities, or a playground. Critical areas and their buffers and required roadside buffers do not contribute to "common open space" under the housing design demonstration project program.

iv. Transportation. The project (A) uses a design that provides enhanced sensitivity to pedestrian travel; (B) internally preserves existing informal, internal connection to external trail(s), or creates new connections where appropriate, to implement the Island-wide Transportation Plan (IWTP); (C) reduces reliance on automobiles and trip counts, and promotes alternative transportation and public transit; (D) minimizes the visual dominance of automobiles throughout the project; or (E) the project accommodates needs of alternative vehicles through techniques such as parking and charging facilities for electric cars, locating rechargeable electric vehicle (EV) parking in a conspicuous and preferred location close to a main building entrance, and integrating a parking space for a vehicle sharing program, such as Zipcar™.

c. Innovative Building Design. The project is constructed under a green building certification program that requires third-party verification such as the Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, Passive House

Institute US/International, LEED or the BuiltGreen Program of the Master Builders of King and Snohomish Counties.

5. Approval Criteria. In addition to decision criteria required by the underlying planning permit or approval, an application for a housing design demonstration project may be approved if the following criteria are met:

a. The applicant clearly demonstrates evaluation factors listed in subsection S.4 of this section as shown in the housing design demonstration project scoring system as evaluated by the planning department;

b. The applicant has demonstrated how relief from specific development standards, including setback reductions, lot coverage and/or design guidelines, is needed to achieve the desired innovative design and the goals of this chapter;

c. The project does not adversely impact existing public service levels for surrounding properties;

d. The project complies with all other portions of the BIMC, except as modified through this housing design demonstration project process;

e. If a project will be phased, each phase of a proposed project must contain adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the project to stand alone if no other subsequent phases are developed; and

f. The applicant is meeting required housing diversity standards.

6. Development Standard Incentives – Development Projects in the Mixed-Use Town Center. The applicant may request that development standards from BIMC Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased by five percent for Tier 1 projects, and 10 percent for Tier 2 projects. For example, for a Tier 1 project in the Madison overlay district, the 35 percent lot coverage limit may be increased to 40 percent. Tier 3 and 4 projects may increase lot coverage above zoning district requirements with no maximum.

c. Open Space. For MUTC projects developed under BIMC Title 17, flexible lot subdivision, the prescriptive open space requirements in BIMC 17.12.030.A do not apply. Instead, the project shall integrate at least 50 square feet of open space per unit. The open space shall be located along a public or private street or driveway, or public walkway.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and 1.5 parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be

required pursuant to BIMC Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or sub-compact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project program, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, setbacks required by BIMC Title 18 in any district other than the Mixed-Use Town Center or the High School Road zoning district may be reduced as described below. This section does not supersede lesser setback requirements in the MUTC/HS Road district zones, as outlined in Table 18.12.020-3.

i. Zoning Setback Reductions.

(A) Front setback within project: 10 feet.

(B) Rear setback within project: minimum of five feet.

(C) Side setback within project: minimum of five feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to exterior subdivision boundary: five feet.

(C) Building to right-of-way or on-site private access: 10 feet.

f. Building Height. Buildings within the Mixed-Use Town Center or High School Road districts may achieve a maximum building height not to exceed the optional height outlined in Table 18.12.020-3.

7. Development Standard Incentives – Development Projects in Residential Zones. The applicant may request that development standards from BIMC Titles 17 and 18 be modified as part of a housing design demonstration project. The city will review the request to modify development standards through the project review process outlined in subsection S.3 of this section. Requirements of BIMC Title 16 may not be modified. The following development standards may be modified:

a. Minimum Lot Dimensions and Size. Reductions in lot size or dimensions are subject to approval by Kitsap County health district.

b. Maximum Lot Coverage. Maximum lot coverage can be increased by five percent for Tier 1 projects, and 10 percent for Tier 2 projects. For example, for Tier 1 projects in the R-4.3 district, the 25 percent lot coverage limit may be increased to 30 percent. Tier 3 and 4 projects may increase lot coverage above zoning district requirements with no maximum.

c. Open Space. For residentially zoned projects developed under BIMC Title 17, flexible lot subdivision, the prescriptive open space requirements in BIMC 17.12.030.A do not apply.

Instead, the project shall integrate at least 400 square feet of open space per unit. The open space shall be located along a public or private street or driveway, or public walkway. This common consolidated open space would be in addition to any protected critical areas or buffers.

d. Residential Parking. The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and 1.5 parking spaces for homes between 800 and 1,200 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required pursuant to Table 18.15.020-1. A limited number of parking spaces may be designed to accommodate alternative fuel or sub-compact vehicles such as Smart™ cars, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened. If the project is requesting a reduction in required parking through the housing design demonstration project, then the development shall integrate at least one guest parking space for every five dwelling units.

e. Setbacks. Unless required for public safety purposes, such as sight distance, zoning and subdivision setbacks required by BIMC Title 18 may be reduced as described below. Additional vegetative landscaping screen may be required by the director when reducing setbacks.

i. Zoning Setback Reductions.

(A) Front setback to on-site access: 10 feet.

ii. Subdivision Setback Reductions.

(A) All interior subdivision setbacks: zero feet.

(B) Building to on-site access: 10 feet.

8. Density Bonus Incentives. An increase in residential base density may be permitted as outlined in Table 2.16.020.S-4.

Table 2.16.020.S-4: Housing Diversity Program Project Density Bonuses
Tier 4
2.5 x Base Density **OR** Max. Bonus Mixed-Use FAR (all residential)
Tier 3
2.5 x Base Density **OR** Max. Bonus Mixed-Use FAR (all residential)
Tier 2
•1.5 x Base Density (R-8 and R-14) **OR** •2.0 x Base Density not to exceed R-8 density (for R-2, R-2.9, R-3.5, and R-4.3) **OR** •Max. Bonus Mixed-Use FAR (all residential)
Tier 1
No Density Bonus

9. Housing Project Visit. In order to learn from the innovative design practices used, all projects completed under this subsection S shall allow city staff to conduct occasional site tours. City staff will make a request of the property owner prior to conducting a tour and will not access the properties for tours more than once every three months. The site tours will be limited to the exterior and common grounds of the property, and conducted during regular business hours. Visits will be coordinated through the staff and property owner, and the owner will receive written notice no less than two weeks in advance of each visit. Any additional access to private property or at alternative times shall be at the permission and cooperation of the individual homeowner only.

10. Demonstration Period. This subsection S and related provisions of BIMC Titles 2, 17, and 18 shall expire on December 31, 2019. (Ord. 2018-20 § 6, 2018; Ord. 2018-31 § 1, 2018; Ord. 2018-24 § 1, 2018; Ord. 2018-08 §§ 2 – 6, 2018; Ord. 2017-03 § 1, 2017; Ord. 2016-28 §§ 2, 3 (Exh. A), 2016; Ord. 2016-27 §§ 1 – 5, 2016; Ord. 2013-25 §§ 2, 3, 2013; Ord. 2012-09 § 1, 2012; Ord. 2011-02 § 2 (Exh. A), 2011)

Comprehensive Plan Support for the HDDP Program

COMPREHENSIVE PLAN INTRODUCTION

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 Policy 3.1

Ensure a variety of housing choices to meet the needs of present and future residents in all economic segments and promote plans, projects and proposals to create *affordable housing*.

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 Policy 5.2

Recognize that the sustainable use of the Island's finite land base is served by *green building* practices.

LAND USE ELEMENT

Policy LU 5.1

Winslow is the urban core of the Island while the Neighborhood Centers are smaller-scale mixed-use centers. In order to achieve the *goals* of the *GMA* this Plan:

- Encourages development in areas where *public facilities* and services exist or can be provided in an efficient and effective manner.
- Provides a vibrant, pedestrian-oriented core.
- Reduces sprawl.
- Provides choice of housing location and lifestyle.
- Maintains and protects environmentally sensitive and resource lands.
- Encourages the retention of open space.
- Maintains and enhances fish and wildlife habitat.

Policy LU 5.5

Implement a *green building* code.

Policy LU 5.8

Adopt *development standards* and program public improvements to encourage walkability within each *designated center* and to the surrounding areas.

LU Action #3 Amend the City's development code to implement green building codes. Utilize lessons learned from communities of comparable environmental and socio-economic characteristics to implement green building codes which address issues such as site sustainability, water use efficiency, energy use efficiency, indoor environmental quality, and the impact on the atmosphere, materials and resources by buildings.

ECONOMIC ELEMENT

DIVERSIFIED ECONOMY

GOAL EC-1

Promote economic vitality, growth and stability.

Bainbridge Island has the opportunity to create a robust, resilient and durable economy by demonstrating early leadership and acknowledging the changes that will affect our economy. Planning for these changes and taking actions that support and encourage a local economy will help reduce community vulnerability to issues such as aging demographics, housing availability, transportation constraints, and *climate change*.

By providing enterprises that both serve and employ local residents, Bainbridge Island will be better able to withstand fluctuations in the larger regional economy. In addition, people who live and work in their community are available to invest time and money in their families, organizations, and community life. A key to a healthy, stable and vital economy is to create and undertake business opportunities that anticipate and respond to conditions that affect our community. This would include identifying emerging needs and markets so that Bainbridge Island businesses benefit from being on the leading edge of change.

Policy EC 3.1

Encourage the use of *green building* materials and techniques in all types of construction, as well as design approaches that are responsive to changing conditions.

JOBS/HOUSING BALANCE

GOAL EC-5

Provide a variety of *affordable housing* choices so that more people who work on Bainbridge Island can live here.

The Housing Element of the *comprehensive plan* provides several options for the development of *affordable housing* on the Island.

Policy EC 5.1

Continue to monitor the progress in implementing the Housing Element and evaluate new ways of providing *affordable housing*.

Policy EC 5.2

In concert with the Housing Element's Goals and Policies, pursue a housing strategy that seeks to accommodate a wide variety of housing options, both in design and affordability, to meet the demands of the full range of the population including service sector employees, retirees, students, artists, farmers and craftspeople.

Policy EC 9.1

Increase availability of housing to enable service sector employees to live on the Island.

ENVIRONMENTAL ELEMENT

Goal EN-4

Encourage sustainable development that maintains diversity of healthy, functioning ecosystems that are essential for maintaining our quality of life and economic viability into the future.

Policy EN 4.1

Employ conservation design methods and principles such as *low impact development* techniques for managing storm and waste water, *green building* materials, high-efficiency heating and lighting systems.

Policy EN 12.2

Facilitate the improvement and convenience of low carbon mass transit and increased car-sharing, cycling, walking and the development of alternative vehicle infrastructure (e.g., charging stations) to reduce *greenhouse gas* emissions.

Policy EN 12.3

Strive for reduced *greenhouse gas* emissions by, among other actions, integrating *climate change* into the city planning process, including *land use* and transportation planning and management, and making *climate change* considerations and meeting *greenhouse gas* emission reduction goals a component of city decision making.

EN Action #2 Integrate sustainability and conservation into regulations.

UTILITIES ELEMENT

Policy U 13.5

Minimize disruption and/or degradation of natural drainage systems, minimize impervious areas by restricting site coverage, and encourage site permeability by retaining natural vegetation and buffers, and specifying use of permeable materials.

Policy U 14.2

Encourage the conservation of electrical energy, especially during periods of peak usage, and encourage energy saving building code strategies, local renewable energy, and other cost effective approaches to meeting the island's energy needs, including distributed energy systems.

HOUSING ELEMENT

GOAL HO-1

Make steady progress toward the following aspirational targets for increasing the diversity of *housing types* and the supply of *affordable housing*.

Policy HO 1.1

Decrease to 20% or less the number of cost burdened families living in rental housing (down from 40%).

Policy HO 1.2

Decrease to 18% or less the number of cost burdened families owning homes (down from 34%).

Policy HO 1.3

Increase rental housing units to at least 11% of total housing units (up from 7%).

Policy HO 1.7

Achieve a jobs-housing balance of .8 (up from 0.59).

GOAL HO-3

Promote and maintain a variety of *housing types* to meet the needs of present and future Bainbridge Island residents at all economic segments in a way that is compatible with the character of the Island and encourages more socio-economic diversity. Partner with community non-profit organizations and local and regional private and public entities in carrying out the following policies.

Policy HO 3.1

Encourage innovative zoning regulations that increase the variety of *housing types* and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are *cottage housing* development, *conservation villages*, stacked or common-wall housing, *tiny houses* and *accessory dwelling units*.

Policy HO 3.4

Partner with non-profit housing organizations, churches, the development community, local lending institutions, elected officials and the community at large to assist in meeting *affordable housing goals* and implementing strategies.

Policy HO 3.5

Support the efforts of community non-profit housing organizations and local and regional public and private entities in developing and managing *affordable housing* on Bainbridge Island.

Policy HO 3.6

Develop standards to encourage development of small to mid-size single-family housing units. These provisions may include a framework to permit small-unit housing development such as *tiny houses, micro units* and *cottage housing*.

GOAL HO-6

Facilitate the provision of a diverse *affordable housing* stock in all geographic areas of the community.

Policy HO 6.1

Encourage housing created by agencies such as a community land trust.

Policy HO 6.2

In order to provide for permanently *affordable housing* pursue effective strategies to reduce the land cost component of *affordable housing* which may include alternative land use zoning, *density bonuses* and other incentives.

Policy HO 6.3

Maintain an innovative housing program and clarify or adopt new flexible permit processes in all *designated centers* to promote an increase in the supply, diversity and access to housing including *affordable housing.*

Policy HO 6.7

Support the development of *livable neighborhoods*.

GOAL HO-7

Promote and facilitate the provision of rental and for-purchase housing that is affordable to *income-qualified* households with a variety of income levels.

Policy HO 9.5

Consider the options for making City-owned land or air-space available through long-term leases or other mechanisms for the purpose of creating income-qualified housing and support other public entities that wish to use publicly-owned land for this purpose. Take into consideration however, the full range of uses that City-owned properties may serve over the long-term.

HIGH PRIORITY ACTIONS

HO Action #2 Amend the City's development code to facilitate an increase in the diversity of housing types and supply of affordable housing.

HO Action #3 Partner with other jurisdictions, the development community, and non-profit organizations to increase the diversity of housing types and supply of affordable housing.

MEDIUM PRIORITY ACTIONS

HO Action #7 Focus additional city and other financial resources to help increase the supply of affordable housing.

HUMAN SERVICES ELEMENT

HOUSING AND HUMAN SERVICES

GOAL HS-3

Recognize the interrelationship between housing and human services. The human services sector not only provides support services for those living in *affordable housing* but also enables people at risk or in crisis situations to remain in their existing housing.

The Human Services Element complements the Housing Element, which deals primarily with the development, retention and construction of *affordable housing*.

Policy HS 3.2

Promote the creation of a mix of housing alternatives and services for people at different levels of independence.

MEDIUM PRIORITY ACTIONS

HS Action #3

Amend the City's development code and create public/private partnerships to increase the diversity of housing types and supply of affordable housing.

NOTE: Same Action in Housing Element.

ORDINANCE NO. 2018-31

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kol Medina, Mayor

ATTEST/AUTHENTICATE:

Christine Brown, City Clerk

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

CITY OF
BAINBRIDGE ISLAND

Planning Commission
Special Meeting Minutes
Thursday, June 21, 2018

CALL TO ORDER – Call to Order, Agenda Review, Conflict Disclosure
ORDINANCE 2018-20 SUBDIVISION DESIGN STANDARDS AND PROCESS – Study Session/Recommendation
PUBLIC COMMENT
NEW/OLD BUSINESS
ADJOURN

CALL TO ORDER – Call to Order, Agenda Review, Conflict Disclosure
Chair J. Mack Pearl called the meeting to order at 6:33 PM. Planning Commissioners in attendance were William Chester, Jon Quitslund, Michael Killion, Lisa Macchio, Don Doman and Kimberly McCormick Osmond. City Staff present were Planning Director Gary Christensen, Long Range Senior Planner Christy Carr and Administrative Specialist Jane Rasely who monitored recording and prepared minutes.

The agenda was reviewed. There were not any conflicts noted.

The Planning Commission decided William Chester would become Chair in July and J. Mack Pearl would become Vice-Chair.

ORDINANCE 2018-20 SUBDIVISION DESIGN STANDARDS AND PROCESS – Study Session/Recommendation
Senior Long Range Planner Christy Carr led the discussion beginning with BIMC 2.14.

> **Motion: I move to recommend to move to the City Council the changes that we have made to Chapter 2.14, the changes we have made to the table in 2.16 and any conforming changes in the text of 2.16 to reflect the changes in the table.**
> **McCormick Osmond/Killion – Passed Unanimously**

> **Motion: We move to recommend to the Council that they suspend the HDDP Ordinance until we have had a chance to review the proposed design guidelines in conjunction with the existing HDDP Ordinance.**
> **McCormick Osmond/Quitslund – Passed Unanimously**

Commissioner Macchio asked for clarification on timing of the above motion. It was decided the suspension of the HDDP Ordinance was requested until the Planning Commission had completed their review of the subdivision guidelines.

> **Motion: I move to amend 2.16.180 to conform the language to the scope of review the Planning Commission is currently undertaking.**
> **McCormick Osmond/Chester – Passed Unanimously**

PUBLIC COMMENT

Sarah Blossom, Citizen – Spoke about short plats and whether the Planning Commission would be able to handle the volume and to take into consideration the balance of what they want to achieve with the costs to property owners.

Betty Wiese, Citizen – Spoke about the code being the biggest part of the foundation and not who makes the decisions.

NEW/OLD BUSINESS

None.

ADJOURN

The meeting was adjourned at 9:24 PM.

Approved by:

J. Mack Pearl, Chair

Jane Rasely, Administrative Specialist

CITY OF
BAINBRIDGE ISLAND

Planning Commission Special Meeting
Thursday, June 21, 2018
7:00 pm – 9:00 pm

PLEASE PRINT

Name	Address	Phone/ E-Mail	Join ListServ Yes/No

2018 Planning Commission Project Schedule

PROJECT	JUNE		JULY		AUGUST		STAFF
	21	28	12	26	9	23	
LEGISLATIVE WORK							
Tree Regulations BIMC 16.18 & 18.15.010				SS/R			Jennifer Sutton
SMP Amendment Phase 2			SS	SS	SS	SS	Christy Carr
Subdivision Design Guidelines & Standards	SS/R		SS/R				Christy Carr
AHTF Recommendations					B		Jennifer Sutton
Capital Improvement Plan Update			B/PH				Finance/PW
Island Center Subarea Planning						B	Jennifer Sutton
Green Building							James Weaver
DEVELOPMENT PROJECTS TO REVIEW							
CKCB Madison SPR/SSDP							Olivia Sontag

PACKETS DUE AT NOON ON FRIDAY BEFORE MEETING

SS = Study Session W = Workshop PH = Public Hearing PM = Public Meeting R = Recommendation
A = Action P = Process B = Briefing D = Decision JM = Joint Meeting OH = Open House

Last modified: June 21, 2018

City Council Regular Business Meeting Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: November 26, 2019 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (7:40 PM) Resolution No. 2019-26, Updating the City's Ethics Program - Executive,

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

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

RECOMMENDED MOTION:
I move to approve Resolution No. 2019-26.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

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

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

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

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

On October 22, 2019, the Council reviewed the draft Code of Conduct and Ethics Program and requested certain changes be made. The specific direction provided by the Council is discussed in the attached memo outlining several potential discussion points for Council consideration on November 26, 2019.

Also attached is a further revised Code of Conduct and Ethics Program, in track changes, incorporating all of the changes approved by the City Council to date. The track changes indicate changes that were approved by the Council on October 22, 2019. Changes that were approved prior to those meetings are not shown in track changes.

As proposed, Resolution No. 2019-26, if adopted, would delay the effective date of the revised Code of Conduct and Ethics Program until February 1, 2020. Staff proposes this delayed effective date to allow the Ethics Board and staff time to revise operating rules, forms, and training materials, as needed, to conform with the revised Code of Conduct and Ethics Program. Until the revised Code of Conduct and Ethics Program takes effect, the Ethics Board would not, without Council approval, consider any complaint, request for advisory opinion, or request for waiver. However, such requests could be filed with the City Clerk in the interim; they just would not be reviewed until the revised Code of Conduct and Ethics Program takes effect on February 1, 2020.

ATTACHMENTS:

Staff Memo - Potential Discussion Points for City Council Consideration

Revised Code of Conduct and Ethics Program - Track Changes

Resolution No. 2019-26, Updating the City's Ethics Program

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Office of the City Attorney
Memorandum

Date: November 22, 2019

To: City Council

From: Robbie Sepler, Deputy City Attorney

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

To facilitate Council consideration of the proposed revisions to the City's Ethics Program, the Council may wish to consider the following discussion points, which stem from the review of the draft revisions by staff and from Council discussion, and direction given, on October 22, 2019. These discussion points are included as comments to the redlined version of the proposed revisions included in the agenda packet.

Discussion Point #1: Article I Complaints Against Ethics Board Member

I. Question for Council

Does the Council approve of the process (summarized below) for handling Article I Complaints concerning members of the Ethics Board?

II. Council Direction

On October 22, 2019, the Council provided direction regarding the process for handling Article I complaints concerning members of the Ethics Board. Specifically, the Council directed that, for Article I complaints concerning members of the Ethics Board, the process should be the same as for complaints against members of other City Committees and Commissions, except that the Hearing Examiner should fulfill the role of the Ethics Board in the review process.

III. Summary of Proposed Process

The revised process for review of Article I complaints concerning members of the Ethics Board is shown in track changes in the materials included in the agenda packet. The revised process is also summarized in the flow chart included as **Exhibit A** to this memorandum.

Discussion Point #2: Article II Complaints Against Ethics Board Member

I. Question for Council

Does the Council approve of the process (summarized below) for handling Article II Complaints concerning members of the Ethics Board?

II. Council Direction

On October 22, 2019, the Council provided direction regarding the process for handling Article II complaints concerning members of the Ethics Board. Specifically, the Council directed that, for Article II complaints concerning members of the Ethics Board, the process should be the same as for complaints against members of other City Committees and Commissions, except that the complaint, once filed, should skip the Ethics Board and go directly to the Hearing Examiner for review.

III. Summary of Proposed Process

The revised process for review of Article II complaints concerning members of the Ethics Board is shown in track changes in the materials included in the agenda packet. The revised process is also summarized in the flow chart included as **Exhibit B** to this memorandum.

In summary, under the revised process, the Hearing Examiner would take the place of the Ethics Board for the review of Article II complaints concerning members of the Ethics Board. As **Exhibit B** shows, this means that, prior to the hearing, the Hearing Examiner would initially review the Article II complaint, allow the respondent (i.e., member of the Ethics Board) to submit a response to the complaint, and then make a determination regarding whether a hearing is warranted. If the Hearing Examiner determines that, based on the complaint and the response, a hearing is warranted, then a hearing would be scheduled before the Hearing Examiner.

Discussion Point #3: Definition of Direct Official Action

I. Question for Council

Does the Council approve of the revised definition of Direct Official Action?

II. Why Does the Definition of "Direct Official Action" Matter?

Determining whether an action constitutes Direct Official Action it is the first step in determining whether a conflict of interest exists under Article II, Subsection (D)(1).

III. Proposed Changes to Definition of "Direct Official Action"

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

> **"Direct official action"** means any of the following:
>
> 1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.
>
> 2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.
>
> 3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.
>
> 4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.
>
> Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

IV. Effect of Proposed Change to the Definition of "Direct Official Action"

The proposed revisions narrow the definition of Direct Official Action to include the following types of actions:

1. Actions, as defined by RCW 42.30.020, taken by Councilmembers or members of City Committees and Commissions in an open public meeting;

2. Actions for/against City contracts;

3. Actions for/against most permits; and

4. Actions related to the hiring/firing or appointment/removal of an employee or member of a City Committee or Commission.

Actions taken by a Councilmember or a Member of a City Committee or Commission outside of an open public meeting that do not relate to #2, #3, or #4 in the list above would not constitute Direct Official Action.

Exhibit C to this memorandum is a flow chart that outlines the analysis required to determine if a Councilmember or Member of a City Committee or Commission has a conflict of interest under Article II, Subsection (D)(1).

Exhibit A

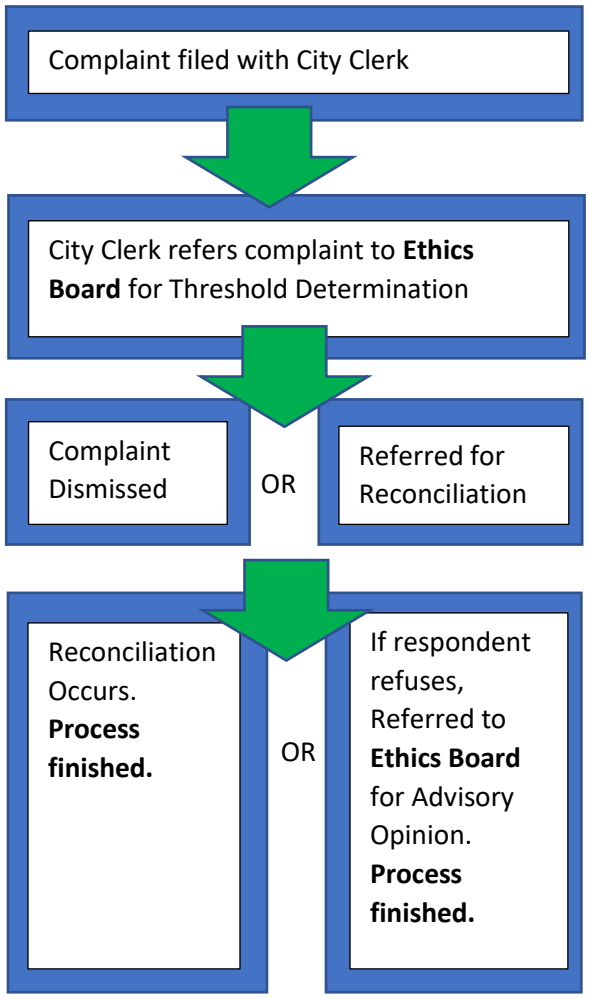
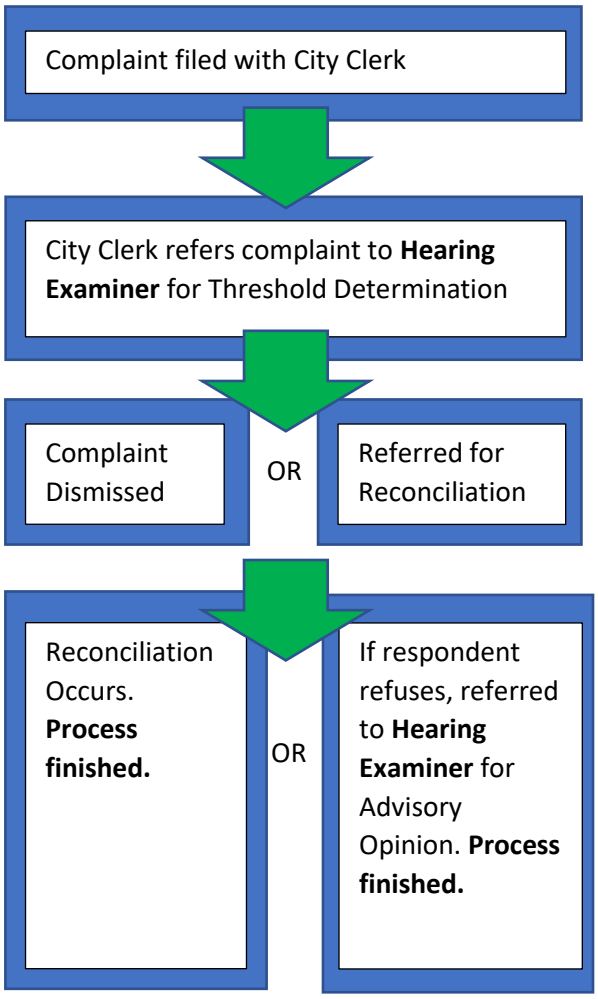
Summary of General Article I Complaint Process	Summary of Proposed Article I Complaint Process for Complaints Against Members of the Ethics Board
	

Exhibit B

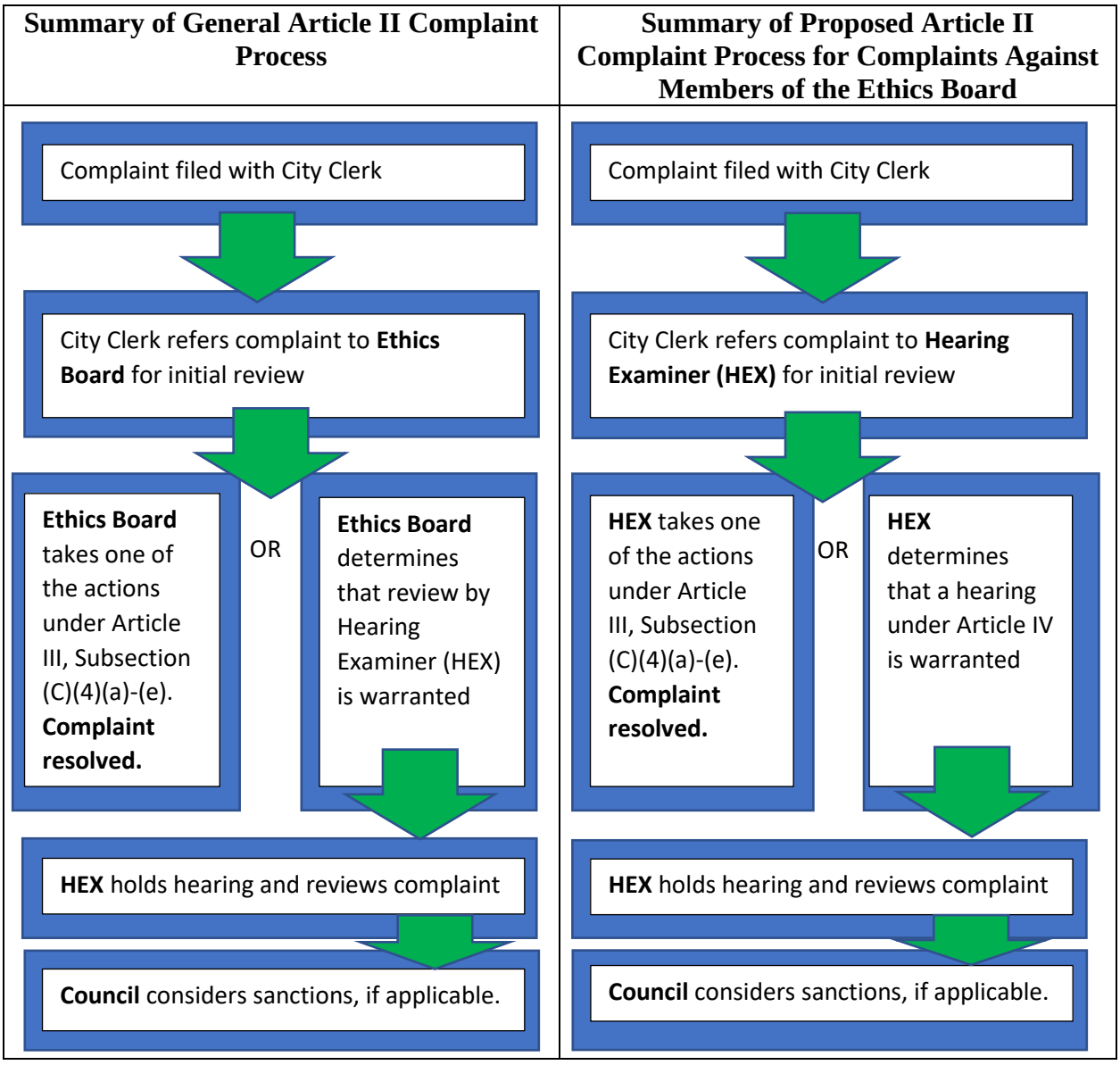
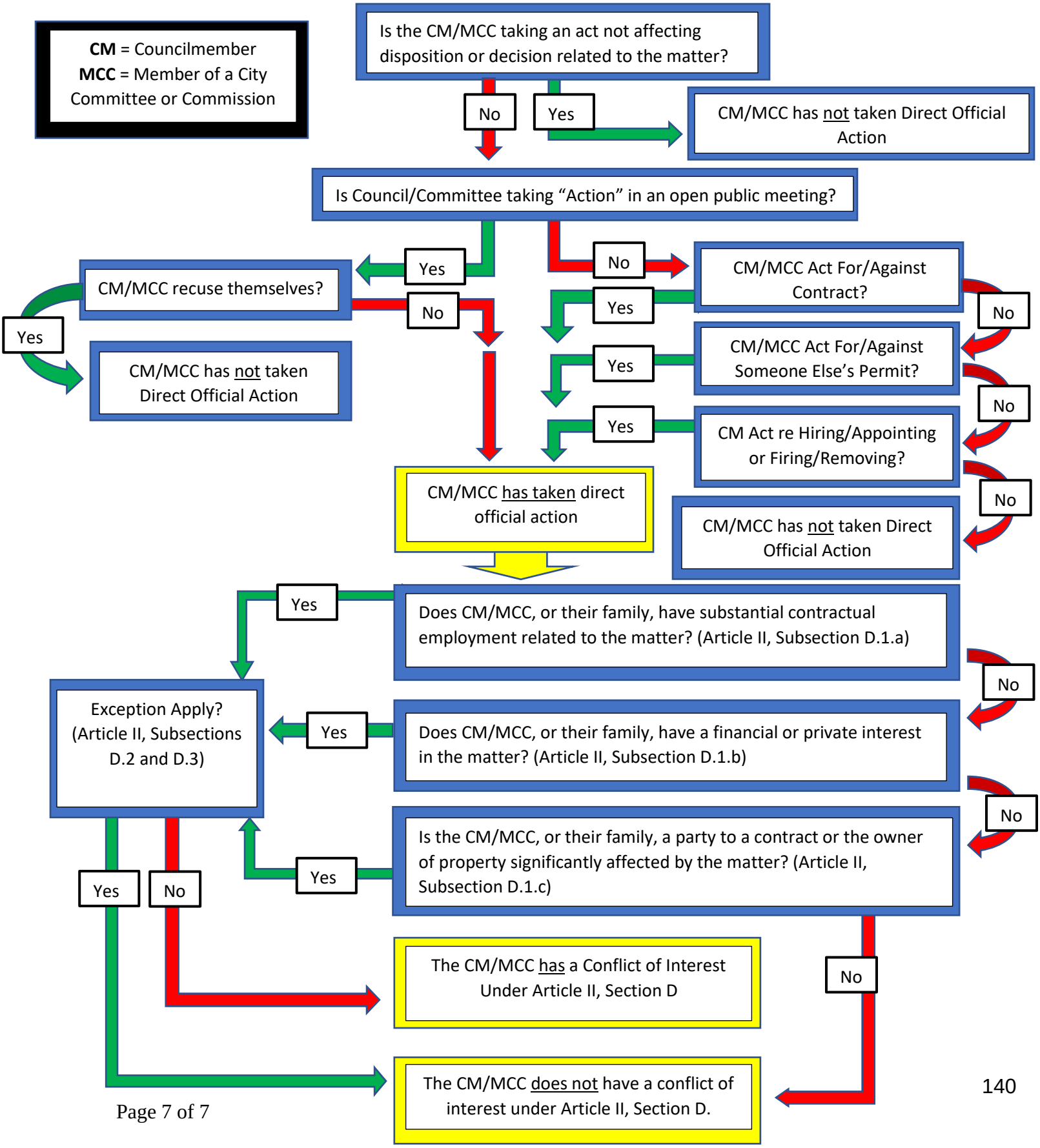

Summary of General Article II Complaint Process
Complaint filed with City Clerk
City Clerk refers complaint to **Ethics Board** for initial review
Ethics Board takes one of the actions under Article III, Subsection (C)(4)(a)-(e). **Complaint resolved.**
OR
Ethics Board determines that review by Hearing Examiner (HEX) is warranted
HEX holds hearing and reviews complaint
Council considers sanctions, if applicable.
Summary of Proposed Article II Complaint Process for Complaints Against Members of the Ethics Board
Complaint filed with City Clerk
City Clerk refers complaint to **Hearing Examiner (HEX)** for initial review
HEX takes one of the actions under Article III, Subsection (C)(4)(a)-(e). **Complaint resolved.**
OR
HEX determines that a hearing under Article IV is warranted
HEX holds hearing and reviews complaint
Council considers sanctions, if applicable.

Exhibit C


CM = Councilmember
MCC = Member of a City Committee or Commission
Is the CM/MCC taking an act not affecting disposition or decision related to the matter?
No
Yes
CM/MCC has not taken Direct Official Action
Is Council/Committee taking "Action" in an open public meeting?
Yes
CM/MCC recuse themselves?
Yes
CM/MCC has not taken Direct Official Action
No
No
CM/MCC Act For/Against Contract?
Yes
No
CM/MCC Act For/Against Someone Else's Permit?
Yes
No
CM Act re Hiring/Appointing or Firing/Removing?
Yes
No
CM/MCC has not taken Direct Official Action
CM/MCC has taken direct official action
Yes
Does CM/MCC, or their family, have substantial contractual employment related to the matter? (Article II, Subsection D.1.a)
No
Yes
Does CM/MCC, or their family, have a financial or private interest in the matter? (Article II, Subsection D.1.b)
No
Yes
Is the CM/MCC, or their family, a party to a contract or the owner of property significantly affected by the matter? (Article II, Subsection D.1.c)
No
Exception Apply? (Article II, Subsections D.2 and D.3)
Yes
No
The CM/MCC has a Conflict of Interest Under Article II, Section D
The CM/MCC does not have a conflict of interest under Article II, Section D.

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

Resolution No. 2019-26

Effective Date: February 1, 2020

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CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

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

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;

2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;

3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;

4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;

5. Provide a process to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and

6. Maintain an Ethics Board to assist with the administration of the program.

This Code of Conduct and Ethics Program is intended to supplement state and federal law. As such, Councilmembers and members of City Committees and Commissions shall comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; and Chapter 42.17A RCW.

ARTICLE I -
CODE OF CONDUCT

A. Preamble

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

B. Core Values

1. Service, Helpfulness, Innovation

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

2. Integrity

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

3. Equality, Fairness, Mutual Respect

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

4. Responsibility, Stewardship, Recognition

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

C. Ethics Principles

1. Obligations to the Public

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

2. Obligations to Others

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

a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.

b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

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

a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.

b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

ARTICLE II -
CODE OF ETHICS

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

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

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

2. Exceptions to Gift Limitations

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

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

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

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

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

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

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

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

3. Immediate Family Gift Exception

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

B. Use of City Property by Councilmembers

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

2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

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

D. Conflict of Interest – General

1. Applications of Conflict of Interest

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

Commented [RS1]: Language deleted from this paragraph is incorporated into new definition of "Direct Official Action."

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

b. Has other significant financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or

c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by ~~the action~~that matter. Taking direct official action on, or regarding, legislation of general application does not "significantly affect" real or personal property within the meaning of this Subsection.

Commented [RS2]: See new definition of "Legislation of General Application"

2. Conflict of Interest Exceptions for Councilmembers

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

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

b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;

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

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

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

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

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

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

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

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

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

4. Disclosure for Councilmembers

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

E. Conflict of Interest – After Leaving Elected City Office

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

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

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

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

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

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

2. Supervision of Family Members

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

3. Waivers

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

H. Conflict of Interest – Contractors

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

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

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

J. Conduct of Public Meetings

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

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

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

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

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

A. Submission of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:

a. The Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission;

b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or

c. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.

B. Review of Article I Complaints

1. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection (2) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection (2) below in place of the Ethics Board.

Commented [RS3]: 11-26-2019 Discussion Point No. 1: Does the Council approve of the process for handling Article I Complaints concerning members of the Ethics Board?

2. Upon receipt of a complaint, ~~to~~ the Ethics Board ~~for a~~shall make a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this S~~s~~ubsection. The City Clerk shall provide the threshold determination to the complainant and

respondent and publish it along with the complaint.

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Ssubsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk. The City Clerk shall provide the threshold determination to the complainant and respondent and refer the complaint to a trained mediator for reconciliation as ~~outlined~~ described below.

32. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(2~~1~~)(c), the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

43. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

54. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation~~and~~ the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections (B)(5~~4~~)(a)–(g). For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Article II, Subsections (B)(5)(a)–(g), in place of the Ethics Board.

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

b. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the

respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

c. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

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

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

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

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

C. Review of Article II Complaints

1. The City Clerk shall refer ~~to the Ethics Board~~ complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsections (2)-(7) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a member of the Ethics Board to the Hearing Examiner for review in accordance with Subsections (8)-(12) below.

Commented [RS4]: 11-26-2019 Discussion Point No. 2: Does the Council approve of the process for handling Article II Complaints concerning members of the Ethics Board?

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

3. The Ethics Board shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Ethics Board shall not engage in other fact-

finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.

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

a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);

b. Determine that the complaint lacks reasonable credibility;

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II);

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

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

f. Determine that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted.

5. The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.

6. If the Ethics Board determines that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted, the Board shall, following legal review, forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then forward the Board's determination and associated materials to the Hearing Examiner for review and further proceedings in accordance with Article IV.

7. The Ethics Board shall report apparent violations of law to the appropriate authorities.

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

9. The Hearing Examiner shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Hearing Examiner shall not engage in

other fact-finding. However, in the course of reviewing a complaint, the Hearing Examiner may request clarification of the complaint by the complainant or of the response by the respondent.

10. After reviewing the complaint and the response, if one was submitted, the Hearing Examiner shall take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);

b. Determine that the complaint lacks reasonable credibility;

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II);

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

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

f. Determine that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted.

11. The Hearing Examiner shall strive to complete their review within 45 business days from the date that the City Clerk forwarded the complaint to the Hearing Examiner. If review takes longer than 45 business days, the Hearing Examiner in its determination shall specify the reasons why additional time was needed.

12. If the Hearing Examiner determines that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted, the Hearing Examiner shall forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then schedule further proceedings in accordance with Article IV.

D. Review of Complaints Concerning City Employees

1. The City Clerk shall refer complaints concerning City employees to the City Manager.

2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a

violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.

3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.

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

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

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

E. Requests for Advisory Opinions

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

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

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

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

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

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

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

F. Waivers

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

G. Effect of Advisory Opinion or Waiver

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

ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS

A. Hearing Examiner Review of Article II Complaints

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

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

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

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

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

1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.

2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.

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

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

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

3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

ARTICLE V -
ETHICS BOARD

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

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

2. Qualifications of Board Members

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

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

c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not, while serving on the Ethics Board, also simultaneously be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers.

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

4. Terms of Appointment

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

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

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

5. Removal of Board Members

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

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

6. Compensation

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

7. Rules

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

8. Consultation with City Attorney

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

9. Liaison to the Ethics Board.

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

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

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

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

C. Training Provided to the Ethics Board

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

D. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the City Council summarizing its activities during the previous calendar year and work plan for the following year. The report shall include any recommendations for modifying the Code of Conduct and Ethics Program as well as all training requested by the Ethics Board.

ARTICLE VI -
DEFINITIONS

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

"City Committees and Commissions" and "City Committee or Commission" mean all advisory boards, commissions, committees, and task forces created or appointed by the City Council.

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

"Direct official action" means any of the following ~~actions~~:

1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.

2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.

3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.

4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.

Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

~~1. Negotiating, approving, disapproving, administering, enforcing, or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.~~

Commented [RS5]: 11-26-2019 Discussion Point No. 3: Does the Council approve of the revised definition of "Direct Official Action" and associated changes to Article II, Subsection D.1?

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

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

~~4. Appointing or terminating employees or independent contractors.~~

~~Direct official action does not include acts that are purely ministerial (that is, acts which do not affect the disposition or decision with respect to the matter). With regard to "recommending," as that word is used in this definition, direct official action occurs only if the person making the recommendation is in the formal line of decision-making. A person who abstains from a vote is not exercising direct official action.~~

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

"Fact-finding" means any action to gather facts or other evidence not submitted by a complainant in a complaint or a clarification to a complaint or by a respondent in a response or a clarification to a response. However, "fact-finding" does not include review by the Ethics Board of official video or audio recordings of meetings of the City Council or of City Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

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

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

"Legislation of General Application" means any legislative act, including regulations, policies, ordinances, resolutions, and motions, of general application, as opposed to legislative acts that affect only a particular person or individual or a small group of similarly situated persons or individuals.

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

"Political Action Committee" means a legal entity, other than a natural person, that raises, spends, receives, or contributes money to support or oppose the election of one or more candidates for elected office at the local, state, or federal levels.

"**Question of Fact**" means a factual dispute between the complainant and the respondent concerning an issue that is material to a determination as to whether a violation of the Code of Conduct (Article I) exists.

"**Reconciliation**" means mediation between a complainant and a respondent facilitated by a trained mediator.

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

ARTICLE VII -
CITY COUNCIL REVIEW OF CODE OF CONDUCT
AND ETHICS PROGRAM

This Code of Conduct and Ethics Program shall automatically expire, and no longer be in force or effect, 12 months from the effective date of Section 1 of Resolution No. 2019-26, unless it is expressly renewed or otherwise amended by majority vote of the City Council.

RESOLUTION NO. 2019-26

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

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

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

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

WHEREAS, in 2019, the City Council thoroughly considered the City's ethics program, including discussions held during the May 28, July 2, July 23, August 6, August 20, September 17, October 22, and November 26, 2019 Council meetings; and

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

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

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

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

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

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

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

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

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 22, 2019
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-26

Exhibit A: Code of Conduct and Ethics Program

Exhibit A
Code of Conduct and Ethics Program

CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

Resolution No. 2019-26

Effective Date: February 1, 2020

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CITY OF BAINBRIDGE ISLAND
CODE OF CONDUCT AND ETHICS PROGRAM

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

1. Articulate the Code of Conduct that will guide the conduct of Councilmembers and members of City Committees and Commissions;

2. Establish a Code of Ethics for Councilmembers and members of City Committees and Commissions;

3. Provide training for Councilmembers and members of City Committees and Commissions on the Code of Conduct and the Code of Ethics;

4. Establish a system that enables individuals, Councilmembers, and members of City Committees and Commissions to seek guidance and assistance regarding possible violations of the Code of Conduct or of the Code of Ethics;

5. Provide a process to review possible violations of the Code of Conduct and of the Code of Ethics by Councilmembers and members of City Committees and Commissions; and

6. Maintain an Ethics Board to assist with the administration of the program.

This Code of Conduct and Ethics Program is intended to supplement state and federal law. As such, Councilmembers and members of City Committees and Commissions shall comply with all state and federal laws in the performance of their public duties. These laws include, but are not limited to, the following: the United States and Washington Constitutions; Chapter 42.23 RCW; and Chapter 42.17A RCW.

ARTICLE I -
CODE OF CONDUCT

A. Preamble

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

B. Core Values

1. Service, Helpfulness, Innovation

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

2. Integrity

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

3. Equality, Fairness, Mutual Respect

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

4. Responsibility, Stewardship, Recognition

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

C. Ethics Principles

1. Obligations to the Public

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

2. Obligations to Others

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

a. Councilmembers and members of City Committees and Commissions shall familiarize themselves with the ethical rules governing them (including Chapter 42.23 RCW and this Ethics Program) and obtain periodic education regarding such rules.

b. Councilmembers and members of City Committees and Commissions shall, in all their interactions, conduct themselves in a manner that demonstrates civility and respect for others.

3. Obligations Regarding the Use of Public Resources

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

a. Councilmembers and members of City Committees and Commissions shall, to the extent possible, seek guidance regarding the use of public resources from staff and other experts, including legal advice from the City Attorney as appropriate, in order to ensure that public resources are used and conserved for the public good.

b. Councilmembers and members of City Committees and Commissions shall ensure that paid experts and consultants who provide guidance regarding the use of public resources shall be impartial and free of conflicts of interest.

ARTICLE II -
CODE OF ETHICS

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

A. Gifts and Compensation

1. Limitations on City-Related Gifts and Outside Compensation

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

2. Exceptions to Gift Limitations

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

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

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

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

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

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

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

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

3. Immediate Family Gift Exception

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

B. Use of City Property by Councilmembers

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

2. From the time that a Councilmember declares or publicly states that they intend to run for reelection until the conclusion of the respective general election, that Councilmember shall not request or direct that City funds be used to purchase any media (including newspaper, radio, television, social media, or bulk mailing) that contains the name or image of that Councilmember unless the names or images of all City Councilmembers appear in the media being purchased.

C. Confidentiality

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

D. Conflict of Interest – General

1. Applications of Conflict of Interest

Except as permitted in Subsections (2) or (3) below, a Councilmember or member of a City Committee or Commission shall not take any direct official action on a matter if they, or a member of their immediate family:

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

b. Has other significant financial or private interest in that matter (which includes serving on a Board of Directors for any organization but does not, for Councilmembers, include appointing members to the Salary Commission); or

c. Is a party to a contract or the owner of an interest in real or personal property that would be significantly affected by that matter. Taking direct official action on, or regarding, legislation of general application does not "significantly affect" real or personal property within the meaning of this Subsection.

2. Conflict of Interest Exceptions for Councilmembers

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

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

b. Acts as their own representative before the City Council, Hearing Examiner, or any other City board, commission, or agency, provided that the individual does not also participate in any way in the deliberations or decision of the City Council, Hearing Examiner, or that board, commission, or agency related to that matter;

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

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

e. Makes decisions on any legislation of general application unless these actions directly affect, or appear to affect, the official's or immediate family member's employment; or

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

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

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

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

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

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

4. Disclosure for Councilmembers

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

E. Conflict of Interest – After Leaving Elected City Office

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

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

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

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

G. Conflict of Interest – Family Members of Councilmembers

1. Appointment of Family Members

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

2. Supervision of Family Members

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

3. Waivers

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

H. Conflict of Interest – Contractors

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

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

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

J. Conduct of Public Meetings

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

2. Meetings of the City Council and City Committees and Commissions shall have a standing agenda item for disclosure of possible conflicts of interest. Members are encouraged to disclose relationships with persons and issues on the agenda, including potential conflicts of interests. If necessary, discussion among the members may be undertaken to judge the significance of these relationships and whether a possible conflict of interest exists.

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

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

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

A. Submission of Ethics Complaints

1. Any individual may submit to the City Clerk an ethics complaint alleging violations of one of the following:

a. The Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission;

b. The Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission; or

c. The ethics standards contained in the City of Bainbridge Island Employee Manual by a City employee other than the City Manager.

2. Each complaint must include the name and address of the complainant, along with a detailed statement of facts, supported by a declaration in compliance with RCW 9A.72.085, on a form supplied by the City Clerk.

3. To facilitate timely review under this Ethics Program, each complaint may only allege violations of one of the three standards listed in Subsection (A)(1) above. To the extent that an individual believes multiple standards were violated, the individual may submit multiple complaints.

B. Review of Article I Complaints

1. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsection (2) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Conduct (Article I) by a member of the Ethics Board to the Hearing Examiner, who shall review the complaint in accordance with Subsection (2) below in place of the Ethics Board.

2. Upon receipt of a complaint, the Ethics Board shall make a threshold determination as to whether or not the complaint is reasonably credible and whether or not the facts asserted in the complaint, even if true, would constitute a violation of the Code of Conduct (Article I).

a. If the Ethics Board determines that the complaint lacks reasonable credibility, the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

b. If the Ethics Board determines that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall dismiss the complaint, take no further action on it, and provide, following legal review, a written threshold determination to the City Clerk. Reconciliation shall not occur regarding a complaint dismissed under this Subsection. The City Clerk shall provide the threshold determination to the complainant and respondent and publish it along with the complaint.

c. If the Ethics Board determines that the complaint is reasonably credible and that the facts asserted in the complaint, if true, would constitute a violation of the Code of Conduct (Article I), then the Ethics Board shall provide, following legal review, a written threshold determination to the City Clerk. The City Clerk shall provide the threshold determination to the complainant and respondent and refer the complaint to a trained mediator for reconciliation as described below.

3. As soon as practicable following receipt of a threshold determination under Article III, Subsection (B)(2)(c), the City Clerk, or designee, shall schedule the time and place for reconciliation of the complaint.

4. To facilitate timely reconciliation, the City Manager is authorized to, as needed, negotiate, execute, or amend a contract with the Dispute Resolution Center of Kitsap County, or other similar firm or organization, for the provision of trained mediators suitable for facilitating reconciliation to resolve complaints.

5. Reconciliation shall occur at the time and place scheduled. However, if the complainant refuses to participate in reconciliation, then no reconciliation shall be scheduled, and no further action shall be taken on the complaint. If the respondent refuses to participate in reconciliation, then no reconciliation shall be scheduled. In circumstances where the respondent refuses to participate in reconciliation, the City Clerk shall, except for complaints concerning members of the Ethics Board, instead refer the complaint to the Ethics Board for review and issuance of an advisory opinion in accordance with Article III, Subsections (B)(5)(a)–(g). For complaints concerning members of the Ethics Board, the City Clerk shall instead refer such complaints to the Hearing Examiner, who shall review the complaint and issue an advisory opinion in accordance with Article II, Subsections (B)(5)(a)–(g), in place of the Ethics Board.

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

b. The Ethics Board shall then review the complaint and response, if submitted. The Ethics Board's review shall be limited to the complaint and the response, if submitted. In the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent; provided that if the Ethics Board obtains clarification of the complaint, the Ethics Board shall give the

respondent the opportunity to review the clarification and to provide an additional written response. However, the Ethics Board shall not engage in other fact-finding.

c. If, in reviewing the complaint and response, a question of fact exists, the Ethics Board shall identify the existence of the question of fact in its advisory opinion.

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

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

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

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

C. Review of Article II Complaints

1. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a Councilmember or a member of a City Committee or Commission, except for complaints concerning members of the Ethics Board, to the Ethics Board for review in accordance with Subsections (2)-(7) below. The City Clerk shall refer complaints alleging one or more violations of the Code of Ethics (Article II) by a member of the Ethics Board to the Hearing Examiner for review in accordance with Subsections (8)-(12) below.

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

3. The Ethics Board shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Ethics Board shall not engage in other fact-

finding. However, in the course of reviewing a complaint, the Ethics Board may request clarification of the complaint by the complainant or of the response by the respondent.

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

a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);

b. Determine that the complaint lacks reasonable credibility;

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II);

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

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

f. Determine that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted.

5. The Ethics Board shall strive to complete its review within 45 business days from the date that the City Clerk forwarded the complaint to the Ethics Board. If review takes longer than 45 business days, the Ethics Board in its determination shall specify the reasons why additional time was needed.

6. If the Ethics Board determines that, based on the submissions of the complainant and the respondent, review by the Hearing Examiner is warranted, the Board shall, following legal review, forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then forward the Board's determination and associated materials to the Hearing Examiner for review and further proceedings in accordance with Article IV.

7. The Ethics Board shall report apparent violations of law to the appropriate authorities.

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

9. The Hearing Examiner shall review any complaint forwarded to it by the City Clerk and any response submitted by the respondent. The Hearing Examiner shall not engage in other

fact-finding. However, in the course of reviewing a complaint, the Hearing Examiner may request clarification of the complaint by the complainant or of the response by the respondent.

10. After reviewing the complaint and the response, if one was submitted, the Hearing Examiner shall take one or more of the following actions and inform the complainant, the respondent, and the City Clerk accordingly:

a. Refer the complaint back to the City Clerk if the complaint alleges violations of the Code of Conduct (Article I) rather than alleged violations of the Code of Ethics (Article II);

b. Determine that the complaint lacks reasonable credibility;

c. Determine that the facts stated in the complaint, even if true, would not constitute a violation of the Code of Ethics (Article II);

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

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

f. Determine that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted.

11. The Hearing Examiner shall strive to complete their review within 45 business days from the date that the City Clerk forwarded the complaint to the Hearing Examiner. If review takes longer than 45 business days, the Hearing Examiner in its determination shall specify the reasons why additional time was needed.

12. If the Hearing Examiner determines that, based on the submissions of the complainant and the respondent, further proceedings under Article IV are warranted, the Hearing Examiner shall forward its determination, along with the complaint and response, to the complainant, respondent, and the City Clerk. The City Clerk will then schedule further proceedings in accordance with Article IV.

D. Review of Complaints Concerning City Employees

1. The City Clerk shall refer complaints concerning City employees to the City Manager.

2. The City Manager shall review any ethics complaint forwarded by the City Clerk and determine the appropriate course of action to address the complaint including, as applicable, authorizing such investigations as may be necessary to determine whether a

violation has occurred, consistent with state law as well as relevant policies, procedures, and collective bargaining agreements.

3. Upon making a determination that no violation of ethics rules has occurred, the City Manager shall provide a written response regarding the determination to the complainant.

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

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

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

E. Requests for Advisory Opinions

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

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

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

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

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

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

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

F. Waivers

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

G. Effect of Advisory Opinion or Waiver

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

ARTICLE IV -
HEARING EXAMINER REVIEW
AND POSSIBLE SANCTIONS

A. Hearing Examiner Review of Article II Complaints

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

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

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

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

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

1. Within 45 business days of receipt of the Hearing Examiner's findings and conclusions that sustain a Code of Ethics violation, the City Council shall schedule an executive session to consider the findings and conclusions, hear from the respondent, and deliberate upon the appropriate level of civil sanction(s) to be imposed, if any, except to the extent that the respondent requests that they be heard in open public session.

2. The Council may take no formal action or, by majority vote of the Council (not including the respondent, if a Councilmember, who shall not participate in said vote) at an open public meeting, may impose any of the following sanctions in response to a sustained violation of the Code of Ethics:

a. Admonition: An admonition shall be a verbal non-public statement made by the Mayor, Deputy Mayor, or Mayor Pro Tem to the Councilmember or member of a City Committee or Commission who has violated the Code.

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

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

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

3. The City Clerk shall forward, by registered mail, a copy of the findings, conclusions, and sanctions, if imposed, to the complainant and to the respondent at addresses as given by both persons to the City Clerk. Following approval by the Council, the City Clerk shall publish the written findings, conclusions, and sanctions, if imposed.

ARTICLE V -
ETHICS BOARD

A. Creation, Terms, and Appointments

1. Membership of Ethics Board

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

2. Qualifications of Board Members

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

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

c. Members appointed or reappointed after the effective date of Resolution No. 2019-26, updating the Ethics Program, shall not, while serving on the Ethics Board, also simultaneously be employees or officers of the city or individuals appointed to another city committee or commission.

3. Method of Appointment

a. Members of the Ethics Board shall be nominated by the Mayor and confirmed by the City Council by a supermajority vote of at least five Councilmembers.

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

4. Terms of Appointment

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

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

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

5. Removal of Board Members

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

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

6. Compensation

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

7. Rules

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

8. Consultation with City Attorney

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

9. Liaison to the Ethics Board.

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

B. Training Provided by the Ethics Board

The Ethics Board shall perform the following training related duties:

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

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

C. Training Provided to the Ethics Board

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

D. Annual Report

By February 15 of each year, the Ethics Board shall submit an annual report to the City Council summarizing its activities during the previous calendar year and work plan for the following year. The report shall include any recommendations for modifying the Code of Conduct and Ethics Program as well as all training requested by the Ethics Board.

ARTICLE VI -
DEFINITIONS

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

"City Committees and Commissions" and "City Committee or Commission" mean all advisory boards, commissions, committees, and task forces created or appointed by the City Council.

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

"Direct official action" means any of the following:

1. For Councilmembers and members of City Committees and Commissions, taking action, as defined by RCW 42.30.020, in an open public meeting.

2. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: negotiating or recommending for or against a contract, purchase order, lease, concession, franchise, grant, or other similar instrument in which the City is a party.

3. For Councilmembers and members of City Committees and Commissions, directly, or indirectly through a proxy, doing the following: recommending for or against the approval of a permit, or other similar City approval or authorization, issued by the City. However, direct official action does not include the submittal, to the City, of a permit application by a Councilmember or a member of a City Committee or Commission or the appeal of a denial of such a permit application by the City. Direct official action includes actions taken by a Councilmember or a member of a City Committee or Commission to use or attempt to use their position to obtain special privileges or exemptions in the processing, or review on appeal, of their permit application.

4. For Councilmembers, appointing or terminating employees (i.e., the City Manager) or appointing or removing members of City Committees and Commissions.

Direct official action does not include acts that do not affect the disposition or decision with respect to the matter. Additionally, a Councilmember or member of a City Committee or Commission who recuses herself or himself in lieu of taking action, as defined by RCW 42.30.020, in an open public meeting is not exercising direct official action.

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

“Fact-finding” means any action to gather facts or other evidence not submitted by a complainant in a complaint or a clarification to a complaint or by a respondent in a response or a clarification to a response. However, “fact-finding” does not include review by the Ethics Board of official video or audio recordings of meetings of the City Council or of City Committees and Commissions as well as review by the Ethics Board of the official minutes of such meetings.

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

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

“Legislation of General Application” means any legislative act, including regulations, policies, ordinances, resolutions, and motions, of general application, as opposed to legislative acts that affect only a particular person or individual or a small group of similarly situated persons or individuals.

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

“Political Action Committee” means a legal entity, other than a natural person, that raises, spends, receives, or contributes money to support or oppose the election of one or more candidates for elected office at the local, state, or federal levels.

“**Question of Fact**” means a factual dispute between the complainant and the respondent concerning an issue that is material to a determination as to whether a violation of the Code of Conduct (Article I) exists.

“**Reconciliation”** means mediation between a complainant and a respondent facilitated by a trained mediator.

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

ARTICLE VII -
CITY COUNCIL REVIEW OF CODE OF CONDUCT
AND ETHICS PROGRAM

This Code of Conduct and Ethics Program shall automatically expire, and no longer be in force or effect, 12 months from the effective date of Section 1 of Resolution No. 2019-26, unless it is expressly renewed or otherwise amended by majority vote of the City Council.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:00 PM) Consideration of Options Related to Shade Covenant on the Crawford Property - Executive,

SUMMARY:
The City of Bainbridge Island owns three parcels to which a shade covenant applies. This agenda item is for the City Council to have a discussion focused on an immediate decision point for one of the parcels, the Crawford Property.
• The Shade Covenant requires that the City prevent any tree located within 100 feet of the northern boundary line of the City's Crawford Property ("Buffer Area") from growing taller than 30 feet.
• In early 2018, the neighboring property owners, the Bentryn's, contacted the City to request that the City comply with the Shade Covenant and remove and/or prune certain trees on the Crawford Property.
* On July 16 and October 1, 2019, City staff and the Council discussed options for complying with the Shade Covenant.
* Since that time, staff and the property owners have met and discussed options.

Staff requests Council guidance on how to respond to the request for compliance with the Shade Covenant on the Crawford Property. The attached memo outlines potential next steps and estimated costs for alternative scenarios.

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

RECOMMENDED MOTION:
Discussion.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:	
Amount:	Estimated at $65,000 to $288,000 depending on the option
Ongoing Cost:	Varies with option chosen; unknown at this time
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND: Additional information is provided in the attached memo.

ATTACHMENTS:

Staff Memo - Options Regarding Shade Covenant

FISCAL DETAILS:

The 2019-2020 Adopted Budget includes $52,000 for costs related to complying with the shade covenant in facilities maintenance. There has been $8,750 spent year-to-date leaving a balance of $43,250. Depending on the option that the City chooses to pursue, the one-time and ongoing costs will vary.

Fund Name(s): General Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

Executive Department Memorandum

Date: November 22, 2019

To: City Council
Morgan Smith, City Manager
Joe Levan, City Attorney

From: Ellen Schroer, Deputy City Manager
Robbie Sepler, Deputy City Attorney

Subject: Bentryn Shade Covenant

I. Introduction

The City-owned Crawford Property is a heavily wooded parcel located near the City's other farm properties off Day Road. Gerard and Josephine Bentryn ("Bentryns") own the parcel to the north of the Crawford Property. In 2004, the City and the Bentryns executed a reciprocal shade covenant ("Shade Covenant"), which requires that the City prevent any tree located within 100 feet of the northern boundary line of the City's Crawford Property from growing taller than 30 feet. The Bentryns have requested that the City comply with the Shade Covenant by removing or topping the trees that are taller than 30 feet. After working with a professional arborist, staff identified several options for Council to consider, which were presented to Council on July 16, 2019, and further discussed by Council on October 1, 2019. Direction is sought from Council regarding which of the following options to pursue.

II. Options

Option No. 1: Remove all 93 trees over 30 feet tall from the Buffer Area.

- Estimated cost: $80,000 - $96,000 (one-time); ongoing costs will vary with level of maintenance. Other trees will need to be removed in future years at additional expense.
- Includes $15,000 for consulting and permitting.

Option No. 2: Top all 93 trees over 30 feet tall located in the Buffer Area.

- Estimated cost: $65,000 – $78,000 (one-time); ongoing costs will vary with level of maintenance. These and other trees will need to be topped in future years.
- Includes $10,000 for consulting and permitting.

Option No. 3: Remove all trees on the Crawford Property and remove stumps.

- Estimated cost: $240,000 - $288,000 (one-time); ongoing costs will vary with level of maintenance. Other trees will need to be removed in future years at additional expense.
- Includes $40,000 for consulting and permitting.
- Requires soils analysis to determine if entire property can be cleared under current code.

The City could proceed with Option 1 or Option 2 and be in compliance with the terms of the Shade Covenant. In addition to the felling or topping of trees over 30 feet tall, it would also be possible to do additional work, such as removing stumps, planting new ground cover, or cutting additional shorter trees. Any additional work would be added to the estimates listed above.

Notes on options:

- Costs were developed based on estimates, with a 20% contingency added due to the fact that the City has not received bids specific to this project.
- Under Options 1 and 3 it is possible that the City could sell the timber from the trees felled on the property. No revenue estimate is currently available, and the amount of revenue will be determined by the type and quality of timber.
- In earlier conversations, the Bentryns and current farmer indicated that they might be willing to accept an alternative to preserve some trees within the Buffer Area. This option may still exist but appears to be contingent upon clearing the entire property and removing stumps. It is not clear at this time if it is permissible to clear all trees on the property; a soils analysis to determine stormwater infiltration will be required to know if this is an option. This would require additional time and would also require a significant investment from the City in choosing to go beyond the strict terms of the Shade Covenant.

III. Background

In early 2018, the Bentryns contacted the City to request that the City comply with the Shade Covenant and remove and/or prune certain trees on the Crawford Property. Below are key facts related to Council's consideration of the City's options for this property:

- The Shade Covenant requires that the City prevent any tree located within 100 feet of the northern boundary line of the City's Crawford Property ("Buffer Area") from growing taller than 30 feet. The Shade Covenant applies the same requirement to the City's M&E Properties. It appears that neither party attempted to enforce the Shade Covenant between 2004 and 2017.
- The Crawford Property is a total of 2.3 acres, which is 100,188 square feet. The property line shared with the Bentryns is roughly 320 feet long. The Buffer Area covers approximately 32% of the Crawford Property.
- Strict compliance with the Shade Covenant would require topping or removing every tree taller than 30 feet within the Buffer Area.
- The Crawford Property is included in the master lease with the Friends of the Farm ("FOF")
- FOF believes that the Buffer Area alone, if cleared, would not be suitable for agriculture. In contrast, FOF believes that the entire Crawford Property, if cleared for agricultural use, would be suitable for agriculture. However, additional information is necessary to determine if the entire property could be cleared under the current land use code.
- As shown in Figure 1 below, the Shade Covenant applies to both the City's Crawford and M&E properties.

IV. Current Site Conditions

To prepare to respond to the request from the Bentryns, the City hired a professional arborist to assess the trees located within the Buffer Area on the Crawford Property. That assessment identified 93 trees taller than 30 feet within the Buffer Area as of December 2018. The arborist developed a recommendation for selective pruning and removal which does not comply with the Shade Covenant so is not included as an option at this time.

The following table summarizes the species, size, and legal status of the 93 trees taller than 30 feet located in the Buffer Area.

TREE SIZE AND SPECIES SUMMARY						
DIAMETER (INCHES)	Big Leaf Maple	Red Alder	Western Red Cedar	Douglas Fir	Other	Key
0 to 9.9	14	2	4	2	4	Non-Significant Trees
10 to 11.9	3	4	2	1	0	Significant Trees
12 to 23.9	11	12	4	0	1	
24 to 29.9	0	1	5	6	0	
30 to 35.9	0	0	8	1	0	
36 +	0	0	7	1	0	
TOTAL	28	19	30	11	5	= 93 trees taller than 30 feet

V. Potential Options – Additional Detail and Permit Path

A. Option No. 1: Remove all 93 trees over 30 feet tall from the Buffer Area.
- Summary: The arborist hired by the City identified 93 trees taller than 30 feet located within the Buffer Area. Under this option, the City would remove all 93 trees. The City would incur additional expense in maintaining the Buffer Area. The City could immediately pursue this option to comply with the requirements of the Shade Covenant.

- Estimated Cost: $80,000- $96,000
  - Estimate assumptions:
    - Removal of debris by chipping onsite and timber removed from the site through Bentryn/Suyematsu property to Day Road.
    - Timber sale profits are not included in estimate. An appraisal should be done to determine the value of the timber. Revenue from timber sale could help offset the cost.
    - Consulting and permitting is included at $15,000.

- Permitting Path:
  - Site Assessment Review (Chapter 15.19 BIMC).
  - Designation of an ARPA (Chapter 16.20 BIMC).
  - Critical Areas Permit (Chapter 16.20 BIMC) and/or Tree Removal/Vegetation Maintenance Permit (Chapter 16.18 BIMC), depending on presence of critical areas in the Buffer Area.
  - Forest Practices Permit from DNR (Chapter 76.09 RCW), depending on board feet of timber removed.

B. Option No. 2: Top all 93 trees over 30 feet tall located in the Buffer Area.
- Summary: The Shade Covenant states that the City cannot let vegetation in the Buffer Area grow higher than 30 feet. Under this option, the 93 trees over 30 feet tall located in the Buffer Area would be topped at or around 30 feet. The City would incur ongoing maintenance costs to prevent regrowth of the trees in the Buffer Area. The City could immediately pursue this option to comply with the requirements of the Shade Covenant.

- Estimated Cost: $65,000-$78,000
  - Estimate Assumptions:
    - Consulting and permitting is included at $10,000.
    - All branches and debris from topping the trees shall be chipped onsite.

- Permitting Path:
  - Possible Tree Removal/Vegetation Maintenance Permit (Chapter 16.18 BIMC).

C. Option No. 3: Remove all trees on the Crawford Property and remove stumps.
- Summary: The Buffer Area governed by the Shade Covenant makes up approximately 32% of the Crawford Property. FOF have indicated that the Buffer Area alone, if cleared, would not be suitable for agriculture but that the entire Crawford Property could be put to agricultural use. Under this option, the City would transition the property into agricultural use through the removal of the majority of trees and vegetation located on the property.

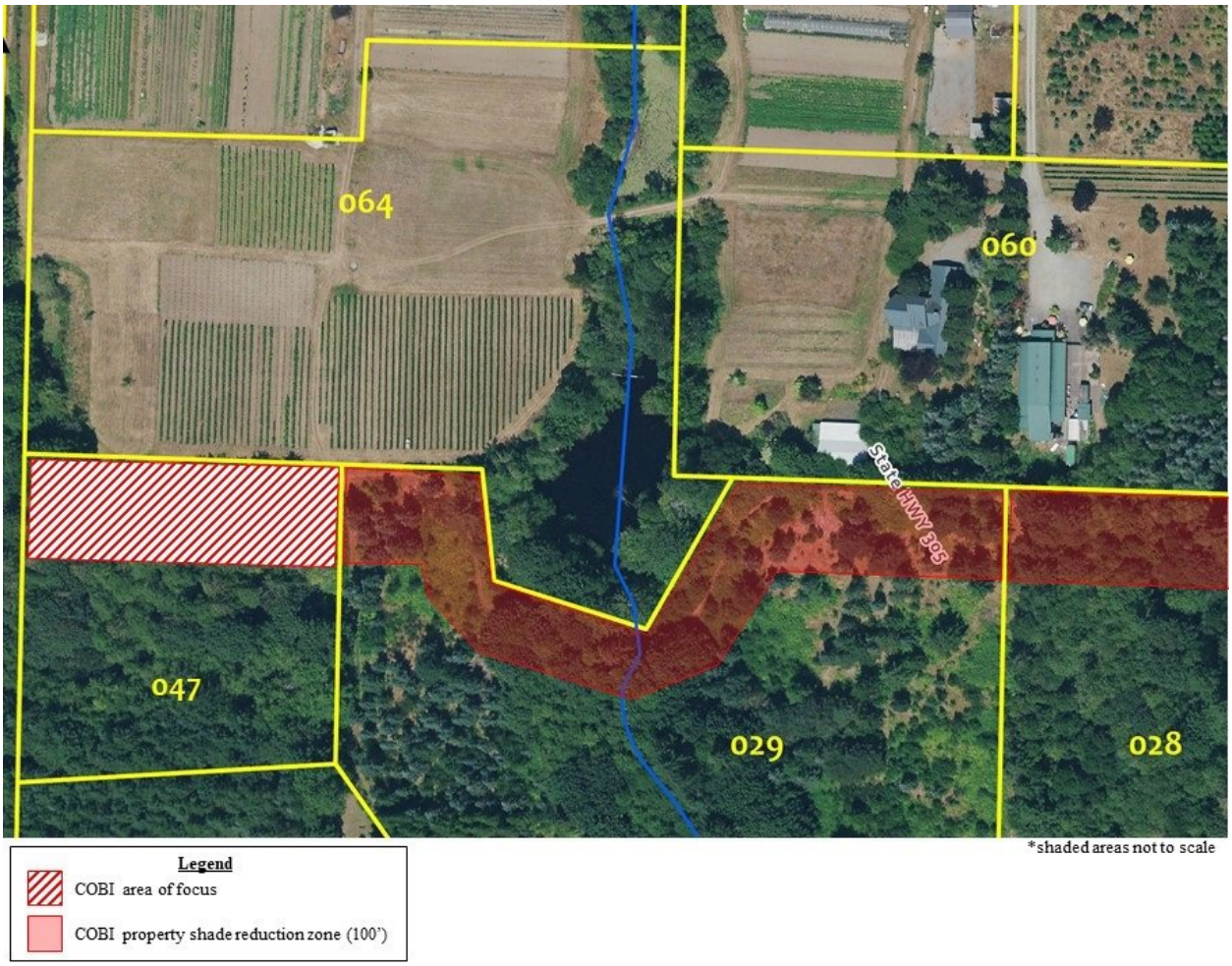
- Estimated Cost: $240,000-$288,000
  - Estimate assumptions:
    - Removal of debris and timber from the site through Bentryn/Suyematsu property to Day Road.
    - The estimate includes removal of stumps and debris. However, the estimate does not include additional work beyond debris and stump removal to prepare the land for agricultural use.
    - Timber sale profits are not included in estimate. An appraisal should be done to determine the value of the timber. Revenue from timber sale could help offset the cost.
    - Consulting and permitting is included at $40,000.

- Permitting Path:
  (Note: under the current City Code, clearing the Crawford Property for agricultural use is only possible if a soils analysis establishes that stormwater infiltration can be achieved to maintain adequate groundwater recharge).
  - Hire an engineer to perform a soils analysis for the Crawford Property to determine whether the proposed agricultural use could maintain adequate groundwater recharge on the Crawford Property. This typically includes design of stormwater infiltration facilities sized to mitigate for general groundwater recharge and any impervious surfaces that may be added to the site (e.g. farm buildings and roads). If the results of the analysis show that adequate groundwater recharge could not be achieved, then the agricultural use would be prohibited within the ARPA. In such a scenario, agricultural use of the Crawford Property would likely not be feasible as the ARPA would cover 65% of the entire property. If the results of the analysis show that adequate infiltration can be achieved, proceed with other permitting as listed below.
  - Site Assessment Review (Chapter 15.19 BIMC).
  - Designation of an ARPA (Chapter 16.20 BIMC).
  - Critical Areas Permit (Chapter 16.20 BIMC) and/or Tree Removal/Vegetation Maintenance Permit (Chapter 16.18 BIMC), depending on presence of critical areas in the Buffer Area.
  - Forest Practices Permit from DNR (Chapter 76.09 RCW), depending on board feet of timber removed.

VI. Conclusion

Staff requests Council guidance on which option to pursue to satisfy the requirements of the Shade Covenant on the Crawford Property.

Figure 1: Map of Subject Properties



The map above shows the parcels under discussion. The options presented above refer to the red and white area and costs refer to addressing trees taller than 30 feet in that area, which is the Buffer Area on the Crawford Property. The Shade Covenant applies to the red shaded areas on all three parcels.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:15 PM) Cultural Funding Advisory Committee 2020-21 Funding Recommendations - Executive,

SUMMARY:
Consider scheduling the approval of the Cultural Funding Advisory Committee's recommendation for 2020 and 2021 funding awards on the December 10, 2019, Consent Agenda and thereby authorize the City Manager to execute agreements with the recipient organizations to reflect the funding amounts approved by the City Council.

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

RECOMMENDED MOTION:
I move to forward the Cultural Funding Advisory Committee's recommendation for 2020 and 2021 funding awards for approval with the December 10, 2019 Consent Agenda, thereby authorizing the City Manager to execute agreements with the recipient organizations to reflect the funding amounts approved by the City Council.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

Amount:	300,000.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The City of Bainbridge Island provides financial support for cultural activities in the community through funding for local nonprofit organizations that in turn provide a variety of programs and events.

In June, the City appointed seven members to the Cultural Funding Advisory Committee (CFAC). One member later needed to resign the committee. The Council liaisons to the CFAC were Councilmembers Rasham Nassar and Leslie Schneider, and the funding process was facilitated by Anne Katahira from The Giving Practice at Philanthropy Northwest.

On August 13, the City Council approved a Request for Proposals (RFP) to seek requests from community organizations. The City has adopted a two-year funding cycle, and intends to provide total funding of $300,000 to support activities in 2020 and 2021. The City's RFP sought to encourage projects of all sizes, and identified a minimum award of $5,000 and a maximum annual award of $30,000 (to reflect 10% of available funds).

The City received 21 proposals from 19 organizations, with total funding requests of $498,684. The CFAC reviewed these proposals and arrived at a funding recommendation for consideration by the City Council. The attached report summarizes the committee's review process and presents the CFAC's recommendation for 2020-21 funding awards.

The proposals received by the City are available on the City's website:
http://www.bainbridgewa.gov/948/City-Funded-Cultural-Activities

ATTACHMENTS:

Recommendation_for_2020-21_Cultural_Funding_for_CC_11262019-2

FISCAL DETAILS: The 2019-2020 Adopted Budget includes $300,000 in 2020 for a two-year cultural funding award cycle.

Fund Name(s): General Fund

Coding:

CITY OF
BAINBRIDGE ISLAND

City of Bainbridge Island

Recommendations for
2020-21 Cultural Funding
Cultural Funding Advisory Committee
November 26, 2019

2019 Cultural Funding Advisory Committee (CFAC)
(Appointed by City Council on June 25, 2019)

Sal DeRosalia	Member, Position 1
James Cash	Member, Position 2
Tara DeCoster	Member, Position 3
Unfilled	Member, Position 4
Steve Rabago	Member, Position 5
Becky Crook	Member, Position 6
Diana Urbaite-Sosonkina	Member, Position 7
Rasham Nassar	City Councilmember, Liaison
Leslie Schneider	City Councilmember, Liaison

Overview

In 2017, the City Council appointed an Ad Hoc Committee and developed a process for distribution of $300,000 in funding for Cultural Element Implementation as included in the City's biennial budget. At that time, councilmembers, staff and the community developed a process for a funding cycle incorporating an RFP and community committee review process. This process awarded funding for 2019-2020.

In 2019, the City used a process similar to the one developed in 2017 for the 2020-2021 round of the Cultural Funding cycle. Councilmembers Rasham Nassar and Leslie Schneider served as liaisons between the CFAC and City Council. Administrative support for the committee, including facilitation, coordination and analysis, was provided by Anne Katahira of The Giving Practice at Philanthropy Northwest. As she has done for the previous cycle, Ms. Katahira will also assist the City with the ongoing monitoring of the recipient organizations and assessment of funding results throughout 2021 and 2022. (Progress reports from the 2018-19 cycle are available for review on the City Funded Cultural Activities page.)

In the summer of 2019, Council approved and the City issued a Request for Proposals (RFP) to organizations and projects that will use City funds to advance the community objectives identified within the Cultural Element and/or Economic Element of the City's Comprehensive Plan.

The City's RFP sought to encourage a wide range of projects and activities of varying sizes that would meet the needs and interests of Bainbridge Island residents. The City identified a minimum annual award of $5,000 and a maximum annual award of $30,000 (to reflect 10% of the total available funds). In late September, the City received 21 proposals from 19 organizations for 2020 and 2021 activities. The total amount of funding requested was $498,684, an increase over the total amount requested in the previous cycle, which made for a more competitive process. A complete proposal for each request reviewed by the CFAC is available on the City's website: City Funded Cultural Activities. (Information about the previous 2018-19 cycle can also be found on this page.)

The CFAC reviewed these proposals independently and came together to discuss and evaluate each proposal against the guidelines, evaluation criteria and priorities outlined in the RFP. Additionally, applicants had the opportunity to present their proposals to the CFAC and reviewers had the chance to ask additional clarifying questions of these organizations to help them make informed decisions about final funding recommendations. Through this process, the CFAC developed a funding recommendation for consideration by City Council. This report outlines the CFAC's recommendations for 2020-21 funding awards.

Eligibility

The funding parameters allowed applicants to apply for awards for project support or general operating support, between a minimum funding amount of $5,000 and maximum of $30,000. City funds for this award cycle may be used to cover activities during a two-year period, 2020 and 2021. The City's RFP stipulated eligibility requirements to include organizations with:

- Tax-exempt status under section 501(c)(3) of the Internal Revenue Code status. Alternatively, entities without tax-exempt 501(c)(3) status may apply under the fiscal sponsorship of another organization with the required status. The fiscal sponsor provides fiduciary oversight of the project and must agree to enter into the funding contract with the City
- The majority of services provided on Bainbridge Island or for its residents and visitors
- At least one ongoing cultural program open to the public or that provides services (training, administrative support, technical assistance, and more) to arts professionals on Bainbridge Island
- A minimum two-year history of continuous operation

The City also sought organizations and projects that:

- involve significant community participation;
- create access to cultural activities for underserved or underrepresented communities, or include underrepresented art forms;
- strengthen organizational capacity; and
- foster opportunities for collaboration within the cultural sector.

Organizations with missions that include but are not entirely focused on arts, culture, and heritage could apply for funding. However, requests had to be restricted to the portion of the budget that applies to arts, cultural or heritage projects or activities.

Additional eligibility requirements, as stated in the City's RFP, are as follows:

- Organizations awarded funding shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under any Agreement with the City.
- City of Bainbridge Island funds must be used for a specific public benefit provided to Bainbridge Island residents and visitors. Each organization that receives an award will identify a specific public benefit "deliverable" in their service agreement that they will provide to Bainbridge Island residents and visitors.
- Funded projects and activities must be open to the public and fully accessible to all audiences.

- Organizations with a staff member, board member or officer serving on the Cultural Funding Advisory Committee are not eligible to receive Cultural Funding.
- Organizations awarded funding agree not to discriminate against any employee, applicant for employment, client, or any other person in the performance of any Agreement with the City 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.
- Awards are for services provided during calendar year 2020 and 2021; requests for funding for goods or services to be provided in 2019 or beyond calendar year 2021 will not be considered.

Evaluation Criteria

The CFAC evaluated proposals based on the following criteria and scoring rubric. Scores were not the sole determinant of funding but played a significant role in working toward consensus and prioritization in a competitive process. Other factors included the availability of funds and compatibility with the community objectives of the City of Bainbridge Island.

Area	Indicator	Score
Proposal Statement of Purpose	Should, in 1 page, clearly explain the cultural project or activities for which funding is requested including: • Key goals, objectives and milestones for the 2-year funding period • Key people involved in the project • Explicit articulation of what City funding will allow organization to accomplish and what will happen if funding is not received	25
Advance Community Objectives of the Cultural and/or Economic Elements	Should clearly demonstrate how the proposed project or activities will *"contribute to the economic vitality, community character, livability, and quality of life of Bainbridge Island"* and, in a meaningful way, *advance one or more community objectives identified within the Comprehensive Plan's Cultural Element:* • Cultural Activity and Economic Vitality • History and Heritage • The Humanities • Public Art and Community Design or *Economic Element (Goal EC-12 and Policies EC 12.1 and 12.2):* • Continue to promote the arts as a significant component of the Bainbridge Island economy • Promote the arts community within the region as an economic asset of the Island	20
Community Impact	Should identify public benefit(s), including opportunities for significant community participation and/or improved access: • The most successful applicants will document that proposed activities will reach large audiences and/or new/underserved/ underrepresented segments of the community or include underrepresented art forms, and provide a compelling plan for doing so	25
Organizational Strength	Demonstrates organizational stability and capacity, including successful track record, and commitment to implement the project or activities proposed within the funding period, including: • Clear planning – the proposal refers to the project's goals and organization's strategic objectives • Skilled leadership by key board, artistic and management personnel, paid and unpaid • Effective relationships, communications and outreach to and input from target audiences	10

	• Strong fundraising and financial management skills – demonstrated by well-prepared application and funding plan	
Budget	Proposal should demonstrate feasibility of budget, including: • Proposed budget provides evidence of beneficial public investment and efficient use of City resources • Budget information is realistic, reasonable and aligned to support proposed project and activities and their objectives • Additional and diverse sources of funding for the proposed project or activities are identified, where applicable	10
Achievable Outputs, Outcomes and Assessment	Proposal should succinctly lay out a two-year plan for outputs (such as # served), outcomes (longer-term impact in the community), and a plan for self-assessing the proposed project or activities. Specifically, the proposal should demonstrate how the organization will track its proposed work and continually learn from and improve projects or activities through: • Clear goals and objectives • Measurable success metrics • Description of anticipated growth and continued improvement as a result of receiving City funding, if applicable	10
Total		100

Recommended Funding

The Cultural Funding Advisory Committee recommends the City Council approve the following awards for the two-year 2020-2021 funding cycle:

	Applicant	Request	Amount Requested			Final Recommendation			% of Request
			2020	2021	Total	2020	2021	Total	
1	Arts and Humanities Bainbridge	General Operating Support	$ 14,500	$ 14,500	$ 29,000	$ 14,500	$ 14,500	$ 29,000	100%
2	Bainbridge Artisan Resource Network	General Operating Support	$ 14,430	$ 14,751	$ 29,181	$ 12,000	$ 12,262	$ 24,262	83%
3	Bainbridge Arts and Crafts	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ -	$ -	$ -	0%
4	Bainbridge Chorale	General Operating Support	$ 5,000	$ 5,000	$ 10,000	$ 5,000	$ 5,000	$ 10,000	100%
5	Bainbridge Island Downtown Association	Economic & Cultural Programs	$ 15,000	$ 15,000	$ 30,000	$ -	$ -	$ -	0%
6	Bainbridge Island Historical Museum	Her Vote Her Story and Protest Exhibit	$ 6,000	$ 6,000	$ 12,000	$ 6,000	$ 6,000	$ 12,000	100%
7	Bainbridge Island Historical Museum	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ 12,000	$ 12,000	$ 24,000	80%
8	Bainbridge Island Japanese American Community	General Operating Support	$ 10,000	$ 5,000	$ 15,000	$ 10,000	$ 5,000	$ 15,000	100%
9	Bainbridge Island Metropolitan Park & Recreation District	ARTLAB Project	$ 10,765	$ -	$ 10,765	$ -	$ -	$ -	0%
10	Bainbridge Island Metropolitan Park & Recreation District	Extending the Sounds of Summer Concert Series	$ 5,000	$ 5,000	$ 10,000	$ -	$ -	$ -	0%
11	Bainbridge Island Museum of Art	Cultural Impact Initiative	$ 15,000	$ 15,000	$ 30,000	$ 12,000	$ 12,000	$ 24,000	80%
12	Center	Senior Cultural Activities	$ 5,000	$ 5,000	$ 10,000	$ 5,000	$ 5,000	$ 10,000	100%
13	Bainbridge Performing Arts	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ 15,000	$ 15,000	$ 30,000	100%
14	Battle Point Astronomical Association	Revitalizing Our Island Observatory	$ 16,000	$ 14,000	$ 30,000	$ -	$ -	$ -	0%
15	Bloedel Reserve	Gratitude Day 2020 & 2021	$ 15,000	$ 15,000	$ 30,000	$ -	$ -	$ -	0%
16	Island Theatre	Ten-Minute Play Festivals	$ 11,154	$ 11,584	$ 22,738	$ 11,154	$ 11,584	$ 22,738	100%
17	Island Time Activities	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ 15,000	$ 15,000	$ 30,000	100%
18	Kids Discovery Museum	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ 12,500	$ 12,500	$ 25,000	83%
19	New Life Community Development Agency	The Living Arts Cultural Heritage Project	$ 15,000	$ 15,000	$ 30,000	$ -	$ -	$ -	0%
20	Ovation! Performing Arts Northwest	General Operating Support	$ 15,000	$ 15,000	$ 30,000	$ 12,000	$ 12,000	$ 24,000	80%
21	The Lesser-Know Players	General Operating Support	$ 10,000	$ 10,000	$ 20,000	$ 10,000	$ 10,000	$ 20,000	100%
		TOTAL	**$259,869**	**$242,856**	**$498,684**	**$154,174**	**$149,867**	**$300,000**	**60%**

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:25 PM) Ordinance No. 2019-36 Relating to 2019 4th Quarter Budget and Updated Capital Improvement Plan Amendments - Finance,

SUMMARY: This agenda item is for the City Council to consider 4th quarter amendments to the City's budget and Capital Improvement Plan. This ordinance would amend the 2019 budget and 2019-2024 Capital Improvement Plan of the City and provide for uses or dollar amounts not foreseen at the time the 2019 budget was adopted.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: I move to forward for approval with the Consent Agenda on December 10, 2019, Ordinance No. 2019-36, relating to 2019 4th Quarter budget and updated Capital Improvement Plan amendments.

STRATEGIC PRIORITY: Good Governance

FISCAL IMPACT:	
Amount:	$0.00
Ongoing Cost:	
One-Time Cost:	$231,000
Included in Current Budget?	No

BACKGROUND: Please reference transmittal memo as attached below.

ATTACHMENTS:

Staff 2019 4th QTR Budget Amendments Transmittal Memo.docx

Ord 2019-36 2019 4th Qtr Budget Amendments

Ord 2019-36 Attachment A - Q4 Budget Amendments

FISCAL DETAILS: Total budget increase across all funds is $231,000. Budget increases and/or decreases by fund are as follows: General Fund increase by $40,656, Streets Fund increase by $26,060, Capital Construction Fund increase by $70,000, Water Fund increase by $26,037, Sewer Func.

increase by $126,632, Stormwater Fund increase by $10,113, and Equipment Rental and Revolving decrease by ($68,498).

Total budget in the Capital Projects Fund for this project before 4th quarter budget amendment for SR 305 Olympic Non-Motorized Project was $2,813,360. This budget amendment adds $70,000 for a total budget of $2,883,360. Grant funding for this project remains at $2,042,200. Local funding after budget amendment is $841,160.

Total budget before 4th quarter budget amendment for SR 305 Olympic Drive Water Component Project was $175,000. This budget amendment adds $20,000 for a total budget of $195,000.

Total SR 305 Olympic Drive Project cost is $3,078,360.

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: November 26, 2019

To: City Council
Morgan Smith, City Manager

From: Kim Dunscombe, Budget Manager

Subject: 2019 4th QTR Budget Amendments

The Finance and Administrative Services Department brings budget adjustments to Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with fourth quarter budget amendments. The proposed ordinance also includes an amendment to the 2019 – 2024 Capital Improvement Plan. The following four budget amendments are proposed:

Capital Project Adjustments

- SR 305 Olympic Non-Motorized Project - This item increases appropriation authority by $90,000 to an overall total of $3,078,360 and amends the 2019 - 2024 Updated CIP to reflect current project plans and estimates. The budget increase is made up of:
    - an increase of $20,000 in the water component of the project to cover the costs associated with the water-related work, specifically dealing with field conditions that did not match the project survey drawings. Water Fund appropriation authority will increase by $20,000 to a total of $195,000.
    - an increase of $70,000 in the transportation component of the project to cover higher than budgeted costs for construction and additional costs related to an agreement with Puget Sound Energy. This project is eligible for use of Transportation Impact Fee (TIF) funds. TIF appropriation authority will increase by $70,000 for a total project budget, exclusive of water-related work, of $2,883,360.
- Lower Lovell Rehabilitate Pump Station - This item moves planned spending from 2023 to 2020 and increases design costs from $100,000 to $125,000. This amends the 2019 - 2024 Updated CIP. This project is funded by Sewer Fund.
- Open Water Marina - an additional $16,000 is needed to cover costs related to enforcing the removal of a buoy that was interfering with the construction of the new marina, the replacement of mid-line floats, additional dive time for missing buoy #5, and related construction support. Current budget for this project is $167,000. Approval of this amendment would bring total project cost to $183,000. This project is funded by the General Fund.

Technical Adjustment: Capital Equipment

- As part of the 2019 – 2020 Adopted Budget, fleet purchases as approved in the 2019 – 2024 Capital Improvement plan were in part budgeted in the Equipment Rental and Revolving (ERR) Fund. Following GFOA Best Practices, staff has determined a minimum fund balance policy for the ERR Fund and will delay purchase of fleet equipment from the ERR fund until 2021. Starting in 2021 all fleet purchases will be made from the ERR Fund. This is a technical adjustment that transfers budget authority from the ERR Fund to the originating purchasing fund as shown in the 2019 – 2024 Updated Capital Improvement Plan. This does not increase budgeted fleet costs or overall City spending.

Thank you for your consideration of these requests.

ORDINANCE NO. 2019-36

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to 4th quarter amendments to the 2019-2020 biennial budget and the 2019-2024 update to the Capital Improvement Plan and providing for uses and/or expenditure amounts not foreseen at the time the budget and the Capital Improvement Plan were adopted.

WHEREAS, on October 23, 2018, the City Council adopted the 2019-2024 update to the Capital Improvement Plan via Ordinance No. 2018-36, and

WHEREAS, on November 27, 2018, the City Council adopted the 2019-2020 biennial budget via Ordinance No. 2018-39, and

WHEREAS, a number of situations have occurred during 2019 which require the City to expend money on items, projects, and categories not included in the 2019-2020 biennial budget, including an amended expenditure in the 2019-2024 update to the Capital Improvement Plan.

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

Section 1. Ordinance No. 2018-39 adopting the 2019-2020 biennial budget, and Ordinance 2018-36 adopting the 2019-2024 update to the six-year Capital Improvement Plan, are amended as shown on the attached Exhibit A and as incorporated herein.

Section 2. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2019-2020 biennial budget and the 2019-2024 update to the Capital Improvement Plan. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. This ordinance shall take effect and be in force five days from and after its passage, approval, and publication as required by law.

PASSED by the City Council this ___ day of December 2019.

APPROVED by the Mayor this ___ day of December 2019.

_____

Kol Medina, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	November 15, 2019
PASSED BY THE CITY COUNCIL:	___ __, 2019
PUBLISHED:	___ __, 2019
EFFECTIVE DATE:	___ __, 2019
ORDINANCE NO:	2019-36

Attached: Exhibit A

Exhibit A to Ordinance No. 2019-36

2019 BUDGET AMENDMENTS
Presented to City Council November 26, 2019
Approved on December _____, 2019

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	General Fund / Public Works	$ 24,656	Increase	No
Open Water Marina Buoy	Increase related to buoy removal, the replacement of mid-line floats, and additional dive time for missing buoy #5, and related construction support	General Fund / Public Works	$ 16,000	Increase	No
	TOTAL GENERAL FUND EXPENDITURE INCREASE		**$ 40,656**		
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	Streets Fund / Public Works	$ 26,060	Increase	No
	TOTAL STREETS FUND EXPENDITURE INCREASE		**$ 26,060**		
SR305 Olympic Drive	This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project plans and estimates. Funding is supported by the Transportion Impact Fee Fund.	Cap Construction / Public Works	$ 70,000	Increase	No
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE		**$ 70,000**		
SR305 Olympic Drive	This item increases appropriation authority and amends the 2019 Updated CIP to reflect current project plans and estimates. Funding is supported by the Water Fund.	Water Fund / Public Works	$ 20,000	Increase	No
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	Water Fund / Public Works	$ 6,037	Increase	No
	TOTAL WATER FUND EXPENDITURE INCREASE		**$ 26,037**		
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	Sewer Fund / Public Works	$ 1,632	Increase	No

SUBJECT	DESCRIPTION	FUND / Department	Change amount requested	Change to Appropriation	On-going
Lower Lovell Rehabilitate Pump	This item increases appropriation authority and amends the 2019-2024 Updated CIP to reflect current project plans and estimates.	Sewer Fund / Public Works	$ 125,000	Increase	No
	TOTAL SEWER FUND EXPENDITURE INCREASE		**$ 126,632**		
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	SSWM Fund / Public Works	$ 10,113	Increase	No
	TOTAL STORMWATER FUND EXPENDITURE INCREASE		**$ 10,113**		
Capital Equipment	A portion of each fleet capital purchase was budgeted in the Equipment Rental and Revolving (ERR) Fund. This item transfers budget authority to the originating fund as approved in the 2019-2024 CIP.	ERR Fund / Public Works	$ (68,498)	Decrease	No
	TOTAL EQUIPMENT RENTAL AND REVOLVING FUND DECREASE		**$ (68,498)**		
Total All funds			**$ 231,000**		

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:35 PM) Video Inspection Camera Procurement - Public Works,

SUMMARY:
Video camera inspection is a cost-effective method to determine the condition of infrastructure pipes. Public Works staff requested quotes from various companies for the procurement of a video inspection camera and recommends award to Cues Inc. in the amount of $66,849.70; and to forward this award to the December 10, 2019 Consent Agenda.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
I move to forward the procurement of the video inspection camera for approval with the December 10, 2019 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:	
Amount:	$66,849.70
Ongoing Cost:	
One-Time Cost:	$66,849.70
Included in Current Budget?	Yes

BACKGROUND:

Video camera inspection is a cost-effective way of determining the condition and exact location of a sewer or stormwater main possible problem. A sewer or stormwater inspection video camera allows the technician to see if any root intrusion, cracks, punctures, corrosion, or any misaligned pipe sections exist. The camera will also identify grease buildup, leaks and obstructions.

The 2019 Capital Improvement Program equipment budget includes $70,000 for a video inspection camera. Public Works staff requested quotes from five companies and three quotes were received. City staff reviewed the competitive quotes and recommends awarding to the lowest responsible quote from Cues, Inc. in the amount of $66,849.70.

Following City Council approval, Operations & Maintenance will prepare a purchase order for the City Manager's signature.

ATTACHMENTS:

Cues QUOTE.pdf

Video Camera Bid Form.pdf

Video Camera Proposed Purchase Order

FISCAL DETAILS: There is $35,000 in the Storm & Surface Water Management Fund (SSWM) and an additional $35,000 in the Sewer Fund for a total of $70,000 for the purchase of a video inspection camera. The funding support for this will be split evenly between the SSWM and Sewer funds.

Fund Name(s): Sewer Fund

Coding: 1/2 - 734244435 & 1/2 - 73434438 664000

"The Standard of the Industry"

CUES

October 17, 2019

City of Bainbridge Island
Ray Navarette
7305 Hidden Cove Road
Bainbridge Island, WA 98110

RE: Portable Mainline Inspection System

Dear Ray,

Here is the pricing information you requested for the K2 Iggy system.

K2

- Electric reel
- 1000' cable
- K2 power supply and monitor box in metal case
- DVR assembly
- Wireless controller
- OZ3 with sonde
- CPR with 8"-15" rubber wheels
- 8" spiked steel wheels
- Tiger tail
- Top roller
- Extension poles and lowering hook
- Gnet Basic with laptop and 1 year support plan
- Delivery
- 2 days training

Grand Total **$61,330 + WA tax**

9.0% Tax 5,519.70

$66,849.70

FOB: Destination
Terms: Net 30
Quote valid for 45 days
Delivery 4-6 weeks

Sincerely,

Gillian Wilson
Cues NW Territory Manager

City of Bainbridge Island - Operations & Maintenance Division

Video Inspection Camera - Competitive Quotes

Per Procurement Manual 4.3

Budget: $70,000.00

Description	**Cues, NW Territory** Contact: Gillian Wilson Email Solicit Date: 10/16/19 Submital: 10/17/19 7:10 AM	**Plumber's Depot** Contact: Mike Martin Email Solicit Date: 10/17/19 Submital: 10/18/19 8:07 AM	**WECO Industries LLC** Contact: Tom Johnson Email Solicit Date: 10/17/19 Submital: 10/22/19 9:47 AM
Video Inspection Camera includng Portable Mainline System, WM350 Compact Ranger Transporter, GN Basic Laptop System	√	√	√
Subtotal	$ 61,330.00	$ 107,286.65	$ 101,117.67
Wa State Sales Tax	$ 5,519.70	$ 9,655.79	$ 9,100.59
Total Cost	$ 66,849.70	$ 116,942.44	$ 110,218.26

Public Works staff has reviewed the quotes received and recommends awarding to Cues, Inc. in the amount of $66,849.70.

PURCHASE ORDER

CITY OF BAINBRIDGE ISLAND
PUBLIC WORKS O&M

280 Madison Avenue North
Bainbridge Island, WA 98110
Phone: 206.842.2016
Fax: 206.780.3710
www.bainbridgewa.gov

P.O. NO. 21900068
DATE November 7, 2019
CUSTOMER ID: 6854
ORG.: 73424435/73434438
OBJECT: 664000
PROJECT: 00980

VENDOR
CUES
PO Box 933258
Atlanta GA 31193

SHIP TO
City of Bainbridge Island
7305 NE Hidden Cove Rd
Bainbridge Island, WA 98110
Phone: 206.842.1212
Fax: 206.780.5104
Attn: Aaron Claiborne

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		K2 Iggy System video inspection camera		$ 61,330.00

SUBTOTAL	$ 61,330.00
Shipping	
9.0% Sales Tax	$ 5,519.700
TOTAL	**$ 66,849.70**

Requested by *Date*

Approved by *Date*

Accounts Payable:
Accounts Payable Clerk - Carrie Christianson
280 Madison Avenue N.
Bainbridge Island, WA 98110
206.780.8617
accountspayable@bainbridgewa.gov

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:40 PM) Waterfront Park Tree Removal Discussion - Public Works,

SUMMARY: Staff is providing information to the Council regarding hazard tree removal at Waterfront Park. The memo included in the packet provides some background on the issue, a technical evaluation from the City's arborist, and a map of the affected trees.

AGENDA CATEGORY: Discussion **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Information only.

STRATEGIC PRIORITY: Healthy and Attractive Community

FISCAL IMPACT:

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

BACKGROUND: An investigation by the City's arborist identified 20 priority hazard trees and 32 medium priority hazard trees in Waterfront Park that will require removal or significant pruning over the next several months. The work to resolve the hazard issues will be split between this year and 2020, and the 20 highest priority trees will be addressed first.

This agenda item will allow the Council and community to receive some information and ask questions about the tree removal process.

ATTACHMENTS:

Memo_WFP Tree Removal.docx

Attach A_WFP Hazard Tree Report_2019-11-06.pdf

Attach B_WFP Tree Removal_2019.pdf

FISCAL DETAILS: There is adequate budget included in the 2019 and 2020 Public Works major maintenance budget to cover the cost of the planed tree maintenance project.

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Public Works Department

Memorandum

Date: November 19, 2019

To: Chris Wierzbicki

From: Mark Epstein

Subject: Waterfront Park Tree Removal

Over the summer, Operations and Maintenance (O&M) received notification of a large tree branch falling onto the beach at Waterfront Park, which may have damaged some equipment that Bainbridge Island Rowing had staged on the beach. O&M subsequently decided to perform a visual review of all the trees in Waterfront Park, to identify potentially dead or dying trees that may become a hazard to public safety. On August 14, 2019, I joined Dave Marquis and Mike Bidlencik at the park to identify and mark trees (with paint) that appeared to be dead or dying.

In October 2019 the City hired a staff arborist, Nick Snyder, and on October 22-23, Nick performed a Level 1 and Level 2 Risk Assessment on seventy-six trees that were identified in the previous visual survey. Nick provided his findings and recommended actions in a technical memo on November 6th (Attachment A).

Nick found that seventy-four trees need some type of action and two trees required no action. He identifies five types of interventions (from no action to pruning to removal) that should be applied to each specific tree. The priority for action was ranked based on three factors: 1) likelihood of tree part failure; 2) likelihood of impacting a target (person or property); and 3) consequences of said impact. Twenty trees were identified as high priority (red) for an intervention, another thirty-two trees identified as medium priority (yellow), and twenty-two trees are lower priority (green). The high and medium priority trees are shown on the attached map (Attachment B).

Trees identified as high or medium risk should have the recommended interventions, as noted and directed by the City Arborist, to reduce the risk to park

users and to reduce the City's liability exposure. Recommended actions may include pruning the tree, removal of dead or dying branches, removal of most of the tree leaving only a habitat snag, or removal of the entire tree.

A Shoreline Clearing Permit is required for the recommended work, which would require mitigation in the form of leaving habitat snags and branches on site and replanting of thirty new trees and eighteen large shrubs in the park.

Cost Estimate

Following is a summary of estimated costs to remove both the high priority and medium priority hazard trees:

Permit Fee	$ 180
Tree Removal (20 High Priority)	$26,000
Tree Removal (32 Medium Priority)	$42,000
Mitigation Planting	$ 9,000
Total	**$77,180**

Schedule

Permitting is estimated to take no longer than 30 days. Tree removal or pruning work is subject to contractor availability and contract administration (assume thirty to sixty days to select and contract vendor). Planting should occur in the fall or winter (except in freezing conditions).

Attachments

Attachment A – Waterfront Park Hazard Tree Assessment Memo

Attachment B – High and Medium Priority Tree Locations

End Memorandum

Nicholas Snyder
City Arborist
City of Bainbridge Island
Planning and Community Development
PN-7473A

Assignment

- Inspect trees in Waterfront Park and make recommendations on management.
  - Identify trees in need of attention (Species, and DBH)
  - Determine their Condition
  - Prioritize based risk assessment.
  - Recommend an Action to mitigate the risk

Methods

On October 22nd and 23rd I walked down to Waterfront Park from City Hall. I spent a total of 3 hours over both days walking through the park, identifying trees, and performing Level 1 and Level 2 Risk Assessment. I evaluated 76 trees and the raw data can be found in the Appendix to this report.

When coming upon a new tree I identified its species and measured its DBH using a specialized tape or estimated it when vegetation or location limited my ability to measure. After examining the tree, I assigned it a condition rating based on visual health indicators, including percent live canopy, foliar density, foliar color, canopy structure, and bark and bud-tip condition. Trees were rated either Excellent, Good, Fair, Poor, or Dead. Excellent(E) rated trees show above average health and structure, Good(G) rated trees have average health indicators and adequate structure. Fair(F) rated trees have concerning health indicators or some structural concerns. Poor(P) rated trees show severely impacted health or serious structural issues. Dead(D) rated trees are no longer alive. After a condition rating is assigned Risk can be assessed.

When evaluating trees for risk, three coefficients are considered. They correspond to: Likelihood of Tree Part Failure (1-4), Likelihood of Impacting a Target (1-4), and Consequences of Said Impact (1-4). These ratings were estimated on site and a priority rating from 1 to 3 was generated to reflect the risk level. Priority rating 1 contains trees with a risk rating of High to Extreme (9-12), Priority rating 2 contains trees with a moderate or moderately high-risk rating (7-9), Priority rating 3 contains trees with a moderate risk rating of (5-7). The reason for overlapping ranges is to accommodate trees that are prominent features in the landscape and should be addressed sooner for reasons beyond risk rating (i.e. park aesthetics).

With this risk level and condition rating in mind I recommended action to mitigate this risk, keeping habitat snags and partially live trees intact where appropriate. When recommending removal versus leaving a habitat snag, suitability of the trees structure both from an aesthetic and viability standpoint and site suitability were taken into account. Dead trees that are lower risk rating and trees with large dead sections were prescribed to be “Made Safe.” This entails removing dead sections that pose an elevated risk without regard to aesthetic impacts, all live viable material will be left intact. Habitat snags were prescribed as often as possible, especially when in proximity to the shoreline or part of a continuous canopy. Pruning was recommended where a tree was mostly alive but its condition or some dead pieces necessitate that action be taken. For some trees No Action is recommended due to questions about their location, and current Shoreline Master Program (BIMC 16.12) regulations regarding trees over water.

Findings

After reviewing my data I identified 74 trees in need of some kind of work and 2 trees with no needs at this time. 41 trees were dead, 11 were poor, 14 were fair, 8 were good, and 2 were rated excellent. 20 of these trees were high priority, 32 were medium priority, and 22 were low priority. 29 habitat snags, 17 removals, 17 trees made safe, and 11 trees for pruning are prescribed. Some mitigation should be required by Bainbridge Island Municipal code 16.12 (SMP)

Mitigation Narrative

After a zoning and critical areas review it is clear that mitigation will be required for this work from BIMC 16.12 (SMP). Leaving habitat snags and Large Woody Debris (LWD) should be required as much as possible. Branches and debris that should be chipped should be spread onsite. Additionally, some new trees will be required to be planted to achieve no-net-loss on ecological functions. 49 of the 76 inspected trees are within the Shoreline Jurisdiction(2-8, 14-40, 43-57) and the work on them will trigger the mitigation requirements. Of these shoreline trees, 12 are slated for full removal, 18 for habitat snag creation, 17 trees will be made safe through various pruning and 2 trees will have no action taken at this time. 27 of the shoreline trees are dead and determined to be hazardous by their nature, and the additional 22 are not dead but deemed a risk due to their hazard rating. All the trees to be removed are either dead, high-risk hazard trees, or invasive species.

The proposed mitigation schedule includes:

- The 18 Habitat snags that are left will also have Large Woody Debris (LWD)(Logs > 6inches diameter) left onsite in suitable areas.
- The 12 Removals will have associated replanting as well as leaving LWD onsite where reasonable
- 3:1 replanting rate is generally preferred as younger trees adapt better to site conditions and are more likely to survive, but some larger (2:1 size) trees will be planted in areas where concentrated work is required to speed recovery.
- The 17 Pruning and Make Safe procedures will leave LWD when reasonable and available.
- Work will be done from a bucket truck where possible to minimize foot traffic in planting areas.
- Branches and debris that are chipped will be left onsite or spread beneath newly replanted vegetation to a depth of 3-6 inches or under remaining trees or areas of exposed soil in the park to improve plant, fungal, and soil habitat.
- Small understory trees and shrubs will be preferred for replanting in areas with limited canopy openings to provide structural heterogeneity, species diversity, and additional wildlife habitat.
- Planting will be done in the immediate vicinity of the vegetation removal when existing vegetation conditions permit, otherwise mitigation can be done in under-vegetated areas in Waterfront Park.
- Planting will be done during the Fall season (October-Dec.15) or late Winter (Feb-Mar.15) directly after the work is done.
- The Planting Plan as per “BIMC 16.12.030.B.2.c. -- Revegetation Standards” is outlined in the table on the next page

Replanting shall include the following:

Plant Name	Size	Plant Spacing on Center	Number	Preferred Habitat Location	Mature Height
Shore Pine (Pinus contorta)	>6 feet tall	10 feet	6	Open Canopy	80-100 feet
Serviceberry (Amelanchier)	>3 feet tall	10 feet	6	Partial sun	20-30 feet
Douglas-fir (Psuedotsuga)	>6 feet tall	10 feet	6	Open Canopy	150 feet +
Pacific Wax Myrtle (Myrica)	>3 feet tall	10 feet	6	Partial sun facing ocean	15-20 feet
Cascara (Rhamnus)	>3 feet tall	10 feet	6	Partial sun	30-40 feet
Evergreen Huckleberry (Vaccinium)	1 gallon	6 feet	6	Shade tolerant	6-10 feet
Oceanspray (Holodiscus)	1 gallon	6 feet	6	Partial sun facing ocean	6-10 feet
Elderberry (Sambucus)	1 gallon	6 feet	6	Shade tolerant	8-12 feet

This will result in 30 full size trees being and 18 large shrubs being planted. This planting will add significant diversity and heterogeneity to the Waterfront Park plant community.

Relevant Code References

16.12.030.B.3.e.i.D

Vegetation Removal Related to Public Facility Maintenance. Tree or vegetation removal within the shoreline buffer or site-specific vegetation management area that is associated with maintenance of existing public facilities (including: roads, paths, bicycle ways, trails, bridges, sewer infrastructure facilities, storm drainage facilities, fire hydrants, water meters, pumping stations, street furniture, potable water facilities, and other similar public infrastructure), may be approved by the administrator if no significant trees are removed, the requirements of subsection B.2 of this section, Environmental Impacts, are met, and the maintenance measures meet the goals and policies of subsection B.3 of this section, Vegetation Management, or as approved in a SOP manual as provided in subsection B.3.c.vii of this section.

16.12.030.B.3.b.iii. Regulations – Exceptions

iii. The following shall be exempt from the provisions of subsection B.3 of this section:

(B) Buffer enhancement through the removal of noxious or invasive weeds (for Tree Number 15), provided the following are met:

(1) The vegetation removal is based on consultation with the Kitsap County Noxious Weed Board or the species being removed are on the Washington State Noxious Weed List (Chapter 16-750 WAC, or its successor); and

(2) The vegetation removal is conducted in a manner consistent with best management practices; and

(3) Replanting occurs in the disturbed area in accordance with subsection B.2.c of this section, Regulations – Revegetation Standards.

(C) Removal of hazard trees, as defined in BIMC 16.12.060,

("21. "Hazard tree" means a tree with structural defects likely to cause failure of all or part of the tree, which could strike a "target." A target can be a building or a place where people gather such as a park bench, picnic table, street, or backyard ")

where a report by an arborist or other qualified professional demonstrates to the satisfaction of the administrator that trimming is not sufficient to address the hazard, provided:

(1) Mitigation is provided in accordance with subsection B.2 of this section, including:

(a) Requiring the downed tree be retained on the site to enhance wildlife or marine habitat; and/or

(b) When possible, require that the hazard tree be topped for safety and remain as a wildlife snag

16.12.030.B.2.c. Regulations – Revegetation Standards.

i. Vegetation replanting is required for all development, uses or activities within the 200-foot shoreline jurisdiction that either alters existing native vegetation or any vegetation in the required shoreline buffer or vegetation management areas, whether a permit is required or not. The following information shall be submitted for approval prior to vegetation disturbance as part of a project proposal or clearing:

(B) Public **Park** and City Maintained Areas.

(1) Vegetation disturbance of 2,500 square feet or less requires submittal of an annotated list of proposed plants and their spacing specifications and location.

d. Regulations – Mitigation.

i. Mitigation Sequence. Mitigation shall include the following actions in order of priority (A) through (E), and (F) is required for all mitigation activities:

(A) Avoiding the impact altogether by not taking a certain action or parts of an action;

(B) Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts;

(C) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;

(D) Reducing or eliminating the impact over time by preservation and maintenance operations;

(E) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and

(F) Monitoring the impact and the compensation projects and taking appropriate corrective measures.

Appendix

Data

Maps

Tree Number	Species	DBH	Condition	Action Required	Priority	NOTES
1	PM	9	D	HS	3	
2	PM	16	D	HS	2	
3	PM	15	D	R	2	
4	PM	18.5	D	HS	2	
5	PL	19	F	P	3	
6	PM	19	D	R	1	LWD
7	PM	12	D	HS	1	LWD
8	PM	8	D	R	1	LWD
9	RA	14	D	HS	2	
10	RA	7E	D	HS	2	
11	RA	9E	D	HS	2	
12	RA	10E	D	HS	2	
13	RA	12E	D	HS	3	
14	BLM	9E	P	P	3	Impacting utilities
15	HOL	5.5	G	R	3	Invasive
16	BLM	11	F	MS	1	
17	BLM	14	P	MS	1	
18	BLM	12	D	R	2	
19	PM	16	P	MS	1	LWD
20	PM	20	D	HS	2	LWD
21	PM	35	D	NA	W	
22	PM	37	D	NA	W	
23	PM	35	G	P	2	LWD
24	PM	21	D	HS	1	
25	PM	38	P	MS	1	
26	PM	21	D	HS	1	
27	PM	35AB	F	MS	1	
28	PM	16	D	HS	2	
29	BLM	10,10,9,11	D	R	1	
30	PM	19	D	HS	2	LWD
31	PM	17	F	MS	3	LWD
32	PM	30	P	HS	1	LWD
33	PM	35	P	HS	1	LWD
34	PM	21.5	D	R	1	LWD
35	PM	11.5	D	HS	3	OVER WATER
36	PM	10,8,7	D	HS	2	OVER WATER
37	PM	12,16,19	F	P	3	OVER WATER/ DEADWOOD
38	PM	7,8	D	R	3	
39	PM	16,12	D	R	2	Too dense to leave all as snags
40	PM	13,13	P	HS	3	
41	PM	26	G	MS	1	
42	RA	13.5	F	R	1	Trunk Decay
43	RA	12	D	HS	1	REMOVE DEAD HALF
44	RA	16,16	F	MS	3	LWD

45	RA	8.5	D	R	2	
46	RA	9	F	MS	3	
47	RA	9	P	HS	3	DEADWOOD 1 INCH
48	PM	18.5	G	P	3	DEADWOOD 1 INCH
49	PM	22.5	E	P	2	LWD
50	BLM	7	D	R	2	LWD
51	BLM	7	D	R	2	
52	BLM	7	D	HS	3	DEADWOOD 1 INCH
53	PM	14	E	P	2	OVER WATER
54	PM	18	D	HS	2	OVER WATER
55	PM	25	P	MS	3	LWD
56	PM	20	P	MS	3	LWD
57	PM	16	D	HS	3	
58	RA	16E	F	MS	3	
59	RA	8,10E	F	MS	3	DEAD TOP
60	BLM	24E	F	MS	2	DEAD TOP
61	BLM	18E	F	MS	2	
62	CH	17E	P	R	1	Hazard to playground
63	BLM	25,15E	F	MS	1	DEAD TOP Hazard to playground
64	PM	15E	G	P	1	DEAD TOP Hazard to playground
65	BLM	13E	G	P	2	
66	BLM	7,15,17E	F	MS	3	DEAD TOP
67	RA	15E	G	P	3	
68	PM	4,6,8E	D	R	2	
69	PM	22E	D	HS	2	
70	PM	18E	D	HS	2	
71	PM	17E	D	R	2	
72	PM	21E	D	HS	2	
73	PM	19E	D	R	2	
74	PM	12E	D	HS	2	
75	PM	11E	D	HS	2	
76	RA	21E	G	P	2	DEADWOOD/CLEARANCE

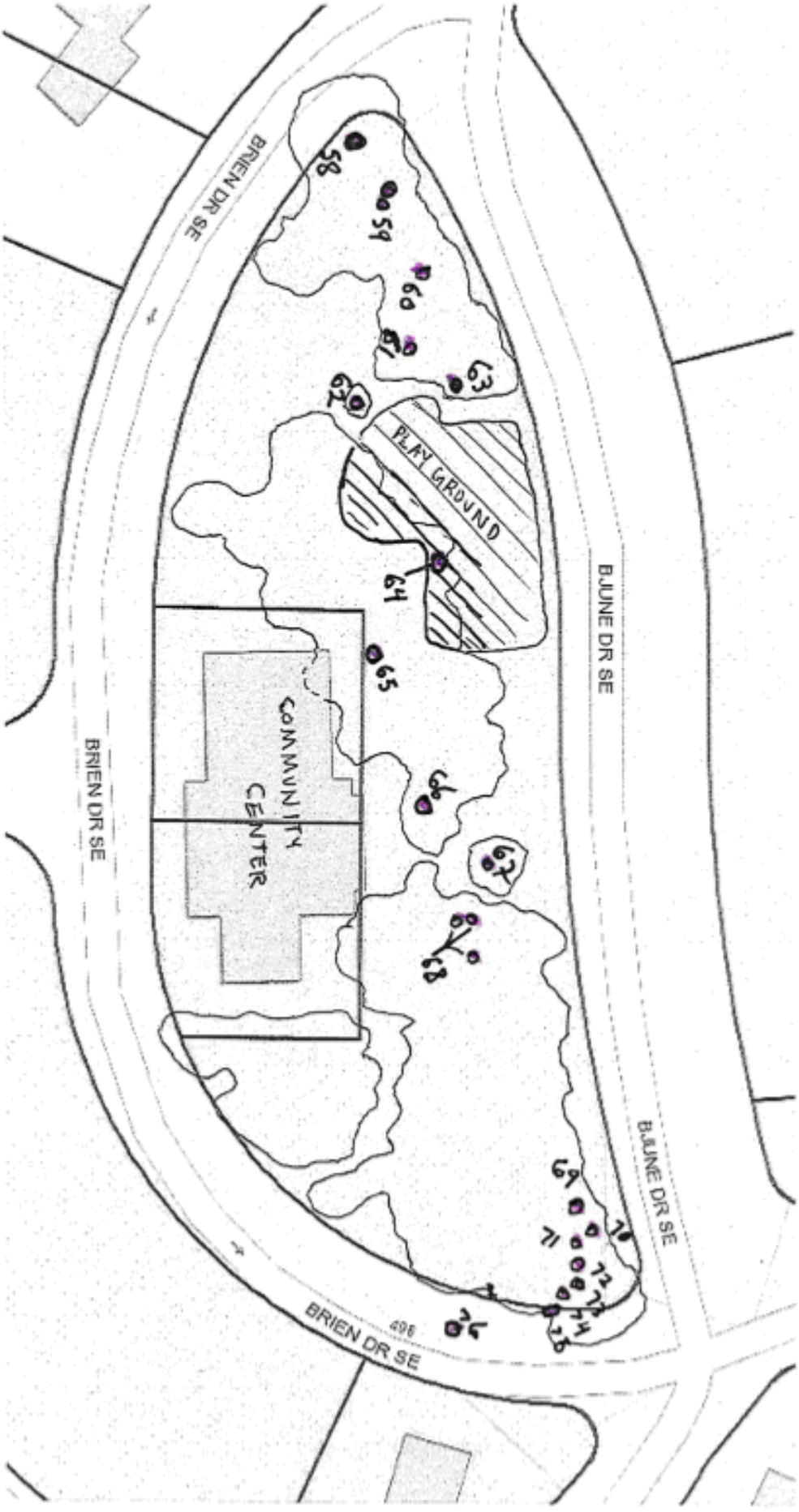
PM	Pacific madrone –45
RA	Red alder –15
BLM	Big leaf Maple –13
CH	Cherry –1
HOL	English Holly –1
PL	Plum – 1

E	Excellent – 2
G	Good -- 8
F	Fair -- 14
P	Poor -- 11
D	Dead -- 41

P	Prune -- 11
R	Remove -- 17
MS	Make Safe -- 17
HS	Habitat Snag -- 29
NA	No Action -- 2

1	High failure risk or Target rating -- 20 TREES
2	Medium risk -- 32 TREES
3	Low risk -- 22 TREES
W	Watch -- 2 TREES


BIKE RACKS, 5 TOTAL
RELOCATED SERVICE AND OUTLETS, SEE ELECTRICAL
CONCRETE CURB
CURB RAMP TYPE A
PEDESTRIAN CONCRETE UNIT PAVERS
CONCRETE STAIRS TYPE A
VEHICULAR CONCRETE PAVING, TYP.
RELOCATED MANHOLE, SEE CIVIL
CONCRETE STAIRS TYPE B
EXISTING ELECTRICAL POLE
RELOCATED FIRE HYDRANT
RELOCATED SERVICE AND OUTLETS, SEE ELECTRICAL
CONCRETE CURB
ASPHALT PAVING, SEE CIVIL
ELECTRICAL SCHOOL, SEE ELECTRICAL
CURB RAMP TYPE B
CONCRETE CURB FLUSH
STEEL EDGING
SAND CAPPED LAWN
CONCRETE RETAINING WALL
CONCRETE TERRACE TYPE C ENLARGEMENT
DECOMPOSED AGGREGATE PAVING
PA
BUBBLE UP, SEE CIVIL
WEIR TYPE A
STONE BASIN
BOARDWALK
LIGHT TYPE L2, TYP. 16 TOTAL
DAYLIGHT PIPE IN STORMWATER BASIN
WEIR TYPE B
CONCRETE EDGE
STORMWATER WEIR
CONCRETE STAIRS TYP. A
WEIR TYPE C
WEIR TYPE D
LIGHT TYPE L4, TYP. 3 PER TREE
CONDUIT AND POST
CONCRETE CURB
RAMP HANDRAIL
WOOD BENCH TYPE A
WOOD BENCH TYPE B
SAND CAPPED LAWN
PEDESTRIAN CONCRETE PAVING, TYP.
DISPERSION TRENCH, SEE CIVIL
LIGHT TYPE L1, TYP. 14 TOTAL
PARKING STRIPING
MULCH PATH, 3" MIN. DEPTH
VEHICULAR CONCRETE PAVING, TYP.
BIKE RACKS, 3 TOTAL LANDSCAPE ARCHITECT TO CONFIRM LAYOUT IN FIELD
EXISTING PARKING SIGN, RELOCATED
CURB RAMP TYPE A
ASPHALT PAVING, SEE CIVIL
CONCRETE CURB
CONCRETE COLLAR AT LIGHT FIXTURE BASE
ACC. ACT. #1: PICNIC PAVILION (SEE ARCH.)
DRY STACK BOULDER WALL
40
25
20
15
10
5
0


BRIEN DR SE
BJUNE DR SE
PLAY GROUND
COMMUNITY CENTER
BRIEN DR SE
BJUNE DR SE
BRIEN DR SE
496


ATTACHMENT B
HIGH PRIORITY
MEDIUM PRIORITY
241
N
200 ft
Google Earth

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (8:50 PM) Old Treatment Plant Pump Station Replacement Project Final Change Order- Public Works,

SUMMARY:
The Old Treatment Plant Pump Station Replacement project was awarded to Gary Harper Construction Inc. in October 2018. This project is close to completion; however, due to unforeseen circumstances, change orders in excess of 10% over the original contract amount are needed. Per Section 5.13.3 of the City's Procurement Manual, City Council must authorize the City Manager to approve the revised contract amount. The revised contract amount of $425,899.08 is 25% over the original contract amount of $339,529.55. The project is still within the original budget of $550K.

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
I move to forward the final change order for the Old Treatment Plant Pump Station Replacement Project for approval with the December 10, 2019 Consent Agenda.

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

FISCAL IMPACT:

Amount:	$ 56,191.67
Ongoing Cost:	
One-Time Cost:	$ 56,191.67
Included in Current Budget?	Yes

BACKGROUND:

The Old Treatment Plant pump station was constructed in the 1950's to serve the Winslow sewer system and is located in the parking lot area of several downtown businesses. The station receives gravity collection and pumped discharged from the Lovell Avenue Pump Station. The project work includes removing and replacing pumps and motors and installing a new 40-kilowatt generator. For more information, please visit the project webpage at https://www.bainbridgewa.gov/1102/

The project was awarded to Gary Harper Construction Inc. in the amount of $339,529.55 at the October 23, 2018 Council meeting. Change Orders 1 through 5 were needed for the following items: upgrade from gate to

plug valves and non-rising stems on knife valves, additional steel bollards to protect equipment, addition of a back-up pump and retaining wall and technical assistance when the existing pumps broke down. The proposed final change order includes adding a wet well structure repair, mobile generator connection, sidewalk removal / reconstruction, bypass equipment rental, and contingency. A final change order in the amount of $56,191.67 is needed to close out the project for a revised contract amount of $425,899.08.

Pursuant to Section 5.13.13 of the Procurement Manual, change orders in excess of 10% over the original contract amount need City Council approval to authorize the City Manger to approve the revised contract.

City staff have reviewed change orders to date including the pending final change order and recommends approval. Upon City Council concurrence, city staff will move forward with processing the final change order.

ATTACHMENTS:

OTP Pump Station Replacement Change Order Summary Sheet.pdf

FISCAL DETAILS: There is $550,000 in budget appropriation in the Sewer fund with $371,000 spent through October leaving a balance of $179,000.

Fund Name(s): Sewer Fund

Coding: 72423434 663000 00921

City of Bainbridge Island

Old Treatment Plant Replacement Project - Gary Harper Const. (#00921)

	Description	Original/ Approved Bid Amount				Change Orders (CO) To Date	Proposed Final CO		Revised Contract Amount	
1	Mobilization	1	LS	25,000.00	$ 25,000.00	$ -	$ -		1	$ 25,000.00
2	including disposal	1	LS	12,300.00	$ 12,300.00	$ -	$ -		1	$ 12,300.00
3	Project Temporary Traffic Control	1	LS	3,000.00	$ 3,000.00	$ -	$ -		1	$ 3,000.00
4	S&B Telemetry and SCADA	1	LS	55,600.00	$ 55,600.00	$ -	$ -		1	$ 55,600.00
5	10 hp Dry pit Submersible pumps, ETC.	2	EACH	28,300.00	$ 56,600.00	$ -	$ -		2	$ 56,600.00
6	Spare 10 hp pump and motor, ETC.	1	EACH	16,100.00	$ 16,100.00	$ -	$ -		1	$ 16,100.00
7	to dry pit pump station	1	LS	4,900.00	$ 4,900.00	$ -	$ -		1	$ 4,900.00
8	including gravel base	25	CY	4.00	$ 100.00	$ -	$ -		25	$ 100.00
9	40 KW Generator, including fuel tank, fuel	1	LS	87,000.00	$ 87,000.00	$ -	$ -		1	$ 87,000.00
10	Install Steel removal bollards, including installation	7	EACH	1,100.00	$ 7,700.00	$ -	$ -		7	$ 7,700.00
11	the installation of compacted gravel base	15	CY	293.00	$ 4,395.00	$ -	$ -		15	$ 4,395.00
12	By-pass Sanitary Sewer pumping	1	LS	38,300.00	$ 38,300.00	$ -	$ -		1	$ 38,300.00
13	Spill Prevention, Control, and Countermeasures Plan	1	LS	500.00	$ 500.00	$ -	$ -		1	$ 500.00
CO1	Upgrade from Gate Valves to Plug Valves	1	LS	427.53	$ 427.53	$ 427.53	$ -		1	$ 427.53
CO2	Upgrade to Non-rising Stems on Knife Valves	1	LS	647.93	$ 647.93	$ 647.93	$ -		1	$ 647.93
CO3	Add'l Steel Bollards to Protect Equipment	5	LS	1,100.00	$ 5,500.00	$ 6,655.00	$ -		5	$ 6,655.00
CO4	Existing Pumps Broke Down; City Required Assistance	1	LS	1,478.00	$ 1,478.00	$ 1,478.40	$ -		1	$ 1,478.40
CO5	GHC #5-Back-up Pump	1	LS	7,904.53	$ 7,904.53	$ 7,904.53	$ -		1	$ 7,904.53
CO5	GHC #8-Add Retaining Wall	1	LS	10,572.72	$ 10,572.72	$ 10,572.72	$ -		1	$ 10,572.72
CO6	GHC #6-Wet Well Structure Repair	1	LS	23,081.43	$ 23,081.43	$ -	1	$ 23,081.43	1	$ 23,081.43
CO6	GHC #7-Add Flow Meter	1	LS	2,009.94	$ 2,009.94	$ -	1	$ 2,009.94	1	$ 2,009.94
CO6	GHC#9-Add Mobile Generator Connection	1	LS	1,450.83	$ 1,450.83	$ -	1	$ 1,450.83	1	$ 1,450.83
CO6	GHC#10-Add Sidewalk Removal & Reconst.	1	LS	4,827.71	$ 4,827.71	$ -	1	$ 4,827.71	1	$ 4,827.71
CO6	GHC#11-Bypass Rental/Transfer Switch	1	LS	10,182.08	$ 10,182.08	$ -	1	$ 10,182.08	1	$ 10,182.08
CO6	Contingency	1	LS	10,000.00	$ 10,000.00	$ -	1	$ 10,000.00	1	$ 10,000.00
				ST less CO	**$ 311,495.00**	**$27,686.11**	**$ 51,551.99**		**$ 390,733.10**	
		Retainage		**5.00%**	**$ 15,574.75**		**$ 2,577.60**		**$ 19,536.66**	
				Net	**$ 295,920.25**		**$ 48,974.39**		**$ 371,196.45**	
			@	**9.00%**	**$ 28,034.55**		**$ 4,639.68**		**$ 35,165.98**	
				Total	**$ 339,529.55**		**$ 56,191.67**		**$ 425,899.08**	

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (9:00 PM) Ordinance 2019-24 Updating Bainbridge Island Municipal Code Sections 2.16.040, 2.16.050, 2.16.070, 2.16.110, 18.09.020, 18.09.030, and 18.36.030 Related to Public Participation Meetings for Short Plats, and Decision Criteria for Site Plan and Design Review and Conditional Use Permits - Planning,

SUMMARY: Updating BIMC Sections 2.16.040, 2.16.050, 2.16.110, 18.09.020. 18.09.030, and 18.36.030 for Site Plan and Design Review and Conditional Use Permit decision criteria. Updating BIMC 2.16.070 to amend the preapplication conference requirement for short plats to remove the public participation requirement.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to forward Ordinance 2019-24 to the December 10, 2019 Council meeting for additional discussion and consideration of approval.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: The City Council adopted a development moratorium in January 2018 on certain land use permits. Since then, City staff have been working to modify the City's Municipal Code to address the concerns identified in the development moratorium. On September 24, 2019, the Council extended the development moratorium “As Is” for 2 additional months, until December 3, 2019. After that date, the moratorium will be narrowed to apply only in the Winslow Master Plan Study Area, with some exceptions. See the City’s development moratorium project website for additional information.

Moratorium related work includes:

- Updated Land Use Review Procedures (Ordinance 2018-20) that were approved at the end of 2018. These changes expanded the role of the Planning Commission and the Design Review Board, particularly as relates to subdivisions and short plats.

- The updated Subdivision Design Standards and Guidelines were approved by the City Council on September 24.
- The updated Design Guidelines Design for Bainbridge were approved by the Council on September 24.
- The Council continued to discuss how to address affordable housing, including inclusionary zoning, most recently at their September 17 meeting. This Council discussion will continue in January, 2020.
- Consideration of revisions to site plan and design review (SPR) and conditional use permit (CUP) decision criteria is a moratorium work plan item. The intent of any potential revisions is to (a) minimize "wiggle room" and subjectivity for the decision maker and (b) ensure that decision criteria result in project outcomes reflective of the City's Comprehensive Plan. This work, together with the Land Use Review procedures changes approved with Ordinance 2018-20, implements Land Use Element Policies LU 6.5 and LU 6.8.

Existing decision criteria for these permits can be found in the following Bainbridge Island Municipal Code (BIMC) provisions:

- BIMC 2.16.040.F – Site Plan and Design Review
- BIMC 2.16.050.D – Minor Conditional Use Permit
- BIMC 2.16.110.F – Major Conditional Use Permit

Related to Section 2 of Ordinance No. 2019-24, as recommended by the Planning Commission, the proposed amendment to BIMC 2.16.070 would amend the preapplication conference requirement for short plats to remove the public participation requirement. As discussed at the end of the staff memo, this change has been merged into Ordinance No. 2019-24 because it is a high priority.

ATTACHMENTS:

PC Staff Memo re Ord 2019-24

Ord 2019-24 - Revisions to BIMC 2.16, 18.09, and 18.36

Exhibit A Title 2 Changes

Exhibit A Clean

Exhibit B 18.09 Use Table

Exhibit C Use Specific Standards

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: November 26, 2019

To: City Manager
City Council

From: Jennifer Sutton, AICP
Senior Planner

Subject: Development Moratorium Work Plan: Ordinance 2019-24
Site Plan and Design Review and Conditional Use Permit Decision Criteria;

I. Background

The City Council adopted a development moratorium in January 2018 on certain land use permits. Since then, City staff have been working to modifying the City Code to address the concerns identified in the development moratorium. On September 24, the City Council extended the development moratorium "As Is" for 2 additional months, until December 3, 2019. After that date, the moratorium will be narrowed to apply only to the Winslow Master Plan Study Area, with some exceptions. See the City's development moratorium project website for additional information.

Moratorium related work includes:

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- BIMC 2.16.110.F – Major Conditional Use Permit

II. SPR & CUP Overview

Site Plan and Design Review (BIMC 2.16.040)

The purpose of the site plan and design review process is to:

"… establish a comprehensive site plan and design review process that ensures compliance with the adopted plans, policies, and ordinances of the city. The overall goal of this chapter is to minimize land alteration, provide greater site development flexibility and consequently provide more creative and imaginative design than generally is possible under conventional zoning regulations. It is further intended to provide for the review of development proposals with respect to overall site design and to provide a means for guiding development in a logical, safe, attractive, and expedient manner, while also allowing property to be developed in phases. An additional purpose is to promote those specific purposes for each zoning district stated in Chapter 18.06 BIMC."

Site plan and design review is required in any of the following circumstances:

- The new construction of a nonresidential building or other structure; or
- The expansion, remodel, or alteration of any building or other structure by more than five percent of its existing floor area, or overall size in cases where floor area is not applicable; or expansion that creates a new dwelling unit; or
- A change of use, where traffic, parking, noise or other impacts are greater than the impacts for the previously existing use, as determined by the Director; or
- The construction of new wireless communications support structures (but not the location of wireless facilities on existing buildings).

Decisions on site plan and design review applications are administrative, made by the Director of Planning Community Development ("Director"). Major SPRs require review and recommendation meetings by the Design Review Board and Planning Commission, both of which are optional for minor SPRs.

Conditional Use Permit – Minor (BIMC 2.16.050)

A minor conditional use permit is a mechanism by which the City may require specific conditions on development or the use of land to ensure that designated uses or activities are compatible with other uses in the same zone and in the vicinity of the subject property. If imposition of conditions will not make a specific proposal compatible, the proposal is to be denied.

The minor conditional use procedure applies to:

- All conditional uses listed as agricultural uses in Table 18.09.020 (*attached for quick reference*);
- Conditional uses listed in Table 18.09.020 other than an educational, cultural, governmental, religious, or health care facility, where the Director determines that the anticipated impacts of those conditional uses will be minor or minimal; or
- Uses that are clearly consistent and compatible with other uses in the same zone or vicinity.

Decisions on minor conditional use applications are administrative, made by the Director. Review and recommendation meetings by the Design Review Board and Planning Commission are optional.

Conditional Use Permit – Major (BIMC 2.16.110)

A major conditional use permit is a mechanism by which the City may require specific conditions on development or the use of land to ensure that designated uses or activities are compatible with other uses in the same zone and in the vicinity of the subject property. If imposition of conditions will not make a specific proposal compatible, the proposal is to be denied.

The major conditional use procedure applies to establishing or expanding a use according to situations that include, but are not limited to:

- Conditional uses listed in Table 18.09.020, including educational, cultural, governmental, religious, or health care facility, where the Director determines that the anticipated impacts of those conditional uses is not minor or minimal; or
- The proposed use or expansion covers 50 percent or greater of the total lot area;
- The proposed use is accessed by a local or private road;
- The proposed use or expansion generates more than 36 total trips per day;
- The proposed use or expansion contains four or more units in a multifamily dwelling (i.e., in zones where multifamily is a conditional use);
- Requests for additional nonresidential building height pursuant to Table 18.12.020-1, 18.12.020-2, or 18.12.020-3.

Decisions on major conditional use permit applications are quasi-judicial, made by the Hearing Examiner. Major CUPs require review and recommendation meetings by the Design Review Board and Planning Commission.

III. Revisions to SPR & CUP Decision Criteria

The intent of any revisions to the decision criteria for these permits is to (a) minimize "wiggle room" and subjectivity for the decision maker and (b) ensure that decision criteria result in project outcomes reflective of the City's Comprehensive Plan. It is also a good opportunity for "housekeeping" revisions including corrections/clarifications/streamlines (to remove duplication). Potential revisions to achieve these intended results include:

- Eliminate or define subjective terms, such as "harmonious and compatible," "materially detrimental," and "intended character and quality of development in the vicinity."
- Define area of impact – "immediately surrounding area," "immediate vicinity of project area," "in the vicinity of the subject property;" for example, are all used.
- Use consistent terms, such as "in accord with" vs. "in conformance with" the Comprehensive Plan.

Note: Additional standards and, where applicable, decision criteria, for specific uses can be found in BIMC 18.09.030 *Use Specific Standards*. These standards, like all other applicable criteria, must be met under the existing SPR and CUP decision criteria.

IV. Planning Commission Discussion of Ordinance 2019-24

The Planning Commission discussed modifying the decision criteria for Site Plan and Design Review during five meetings, March 14, August 8 and 22 (Public Hearing), September 5 and 26, and October 10 (Recommendation). Substantive topics discussed by the Commission are summarized below.

In addition to the clarifying changes that are summarized above, on August 22, the Commission thoroughly discussed the City Engineer portion of decision criteria for SPRs and CUPs in relation to transportation facilities (including nonmotorized facilities), including bike and pedestrian levels of service (see below). Department of Public Works Development Engineering staff was in attendance to answer questions from the Commission. The Commission recommended simplifying the terminology in decision criteria for all three permits, e.g., replacing terms such as "pedestrian ways" with the term "nonmotorized facilities" which includes both pedestrian and bicycle facilities.

Bike and Pedestrian Level of Service

In February 2017, the City Council approved the Island-wide Transportation Plan (IWTP). Discussion of the IWTP was concurrent with the 2016 Comprehensive Plan Update process, and improvements for bicycling and pedestrian safety was a top community concern. Therefore, the approved IWTP included new bicycle and pedestrian levels of service (BLOS/PLOS) (see IWTP Chapter 6 pages 17-18) that are evaluated by City Development Engineers when reviewing land use permits, such as short plats, SPRs, or CUPs. However, the number of land use permits that have been evaluated using the BLOS or PLOS standards is relatively small, since a development moratorium on most land use projects has been in place since January 2018.

Additional Decision Criteria for Institutions in Residential Zones (BIMC 2.16.110.G)

At the September 26, 2019 meeting, the Commission discussed current BIMC 2.16.110.G.7 which modifies lot coverage requirements for institutional uses in residential zones (see bottom of page 5 of Exhibit A (strikeout/underline version). The Commission recommended moving these code provisions, which can be described as development standards, out of the decision criteria section, and into Title 18 Zoning. As shown in Exhibits B and C, these lot coverage requirements are proposed to be added to the BIMC 18.09.030 *Use Specific Standards* for each of those institutional type uses. See definition of lot coverage below for reference.

> BIMC 18.12.050.K. Lot Coverage. "Lot coverage" means that portion of the total lot area covered by buildings, excluding up to 24 inches of eaves on each side of the building, any building or portion of building located below predevelopment and finished grade. Any portion of a slatted or solid deck located more than five feet above grade shall be counted towards lot coverage. Also excluded are ground-mounted accessory small wind energy generators, solar panels, composting bins, rain barrels/cisterns, and covers designed to shade ground-mounted heat pumps and air conditioners to increase their efficiency.

V. Integrating Revision to Short Plat Preapplication Process into Ordinance 2019-24

Concurrent with their review of Ordinance 2019-24, in the summer and fall of 2018, the Planning Commission also reviewed Ordinance 2019-33, which proposes a number of "housekeeping" or clarifying changes to BIMC Title 2 (Administration, Personnel, and Land Use Procedures) and Title 18 (Zoning). Besides the clarifying changes, Ordinance 2019-33 proposes to remove the portion of the new short plat process (BIMC 2.16.070.D.3) that was added in December 2018 with the approval of Ordinance 2018-20 to require a public participation meeting at a Planning Commission meeting during the preapplication phase of a project.

Since the public participation meetings are time-sensitive and are scheduled concurrent with a preapplication conference, scheduling these public participation meetings means that other Planning Commission agenda items are postponed or have abbreviated discussions. Since this requirement was approved, the City has taken eight short plat proposals to the Planning Commission for a public participation meeting, and even though these small projects, subdividing into four or fewer lots, do not usually generate much interest or controversy, this requirement takes up City resources for noticing and critical agenda time at Planning Commission meetings. The Planning Commission agreed that public participation meetings were more appropriate for larger projects, and through their work on Ordinance 2019-33, recommended on October 24, 2019 that this new requirement should be repealed in order to ensure Planning Commission agenda time for review of larger development projects and legislative work (see Section 2 of Ordinance 2019-24).

Ordinance 2019-24 will be reviewed by the City Council prior to Ordinance 2019-33, and the Planning Commission desires to promptly remove the requirement that short plats hold a public participation meeting to ensure that the Planning Commission is able to discuss higher priority items on their agenda, and therefore has combined this code amendment to BIMC 2.16.070 (recommended by the Planning Commission with Ordinance 2019-33) into Ordinance 2019-24.

ORDINANCE NO. 2019-24

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to Site Plan and Design Review and Conditional Use Permit Decision Criteria and public participation meetings for short plats, revising Sections 2.16.040, 2.16.050, 2.16.070, 2.16.110, 18.09.020, 18.09.030, and 18.36.030, of the Bainbridge Island Municipal Code.

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

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

WHEREAS, the development moratorium has been extended several times while the City works to complete the moratorium work program to address the issues identified by the development moratorium; and

WHEREAS, Ordinance 2018-20 was approved at the end of 2018, and updated the review procedures for Short Plats, Subdivisions, Site Plan and Design Review, and Conditional Use Permits; and

WHEREAS, in addition to updating standards, guidelines, and procedures, the City is updating decision criteria for Site Plan and Design Review and Conditional Use Permits to ensure that future development is appropriately and thoroughly analyzed; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance 2019-24 on August 22, 2019; and

WHEREAS, the Planning Commission continued to discuss Ordinance 2019-24 on September 26 and October 10, 2019, and recommended approval to the City Council after completing discussion at that meeting; and

WHEREAS, concurrent with their review of this ordinance, in the summer and fall of 2018, the Planning Commission also reviewed Ordinance 2019-33, which proposes a number of "housekeeping" or clarifying changes to BIMC Title 2 and Title 18; and

WHEREAS, the Planning Commission held a public hearing on Ordinance 2019-33 on October 24, 2018; and

WHEREAS, in addition to the clarifying changes, Ordinance 2019-33 proposes to remove the portion of the new short plat process (BIMC 2.16.070) that was added in December 2018 with the approval of Ordinance 2018-20 to require a public participation meeting at the preapplication phase of a project; and

WHEREAS, since the public participation meetings are time-sensitive and are scheduled concurrent with a preapplication conference, scheduling these public participation meetings means that other Planning Commission agenda items are postponed or have abbreviated discussions; and

WHEREAS, since this requirement was approved, the City has taken eight short plat proposals to the Planning Commission for a public participation meeting, and even though these small projects, subdividing into four or fewer lots, do not usually generate much interest or controversy, this requirement takes up City resources for noticing and critical agenda time at Planning Commission meetings; and

WHEREAS, the Planning Commission agreed that public participation meetings were more appropriate for larger projects, and through their work on Ordinance 2019-33, recommended on October 24, 2019 that this new requirement should be repealed in order to ensure Planning Commission agenda time for review of larger development projects and legislative work; and

WHEREAS, Ordinance 2019-24 is being reviewed by the City Council prior to Ordinance 2019-33, and the Planning Commission's recommendation is to promptly remove the requirement that short plats hold a public participation meeting to ensure that the Planning Commission is able to discuss higher priority items on their agenda, and therefore has combined this code amendment to BIMC 2.16.070 into Ordinance 2019-24; and

WHEREAS, notice was given on September 3, 2019, to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

WHEREAS, the City Council discussed Ordinance 2019-24 on November 26 and again on December 10.

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

Section 1. Sections 2.16.040.F., 2.16.050.D., 2.16.050.E., 2.16.110.F., 2.16.110.G., and 2.16.110.H. of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

Section 2. Section 2.16.070.D. of the Bainbridge Island Municipal Code is hereby amended as follows:

3. Preapplication Conference. The applicant shall participate in a preapplication conference in accordance with the provisions and requirements in BIMC 2.16.020.I. ~~As part of the preapplication phase, applicants are required to participate in a community meeting through the city's public participation program outlined in Resolution No. 2010-32, except that the community meeting shall be held at a planning commission meeting. The preapplication conference application shall be provided to the design review board and planning commission.~~

Section 3. Table 18.09.020, *Use Table,* of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit B.

Section 4. Sections 18.09.030.C., *Use Specific Standards,* of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit C.

Section 5. Section 18.36.030, *Definitions*, of the Bainbridge Island Municipal Code is hereby amended as follows:

<u>64. Context Sensitive Design: Site, landscaping, architectural, or engineering design that is compatible with a development's setting, the contours of the land and natural systems on-site and immediately off-site, and that is compatible with the character, location, and configuration of improvements and uses on adjacent properties.</u>

Section 6. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. This ordinance shall take effect and be in force five (5) days 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:	November 21, 2019
PASSED BY THE CITY COUNCIL:	_____, 2019
PUBLISHED:	_____, 2019
EFFECTIVE DATE:	_____, 2019
ORDINANCE NUMBER:	2019-24

ATTACHMENTS: Exhibits A – C

2.16.040 – Site Plans and Design Review

F. Decision Criteria. The director and planning commission shall base their respective recommendations or decisions on site plan and design review applications on the following criteria:

1. The site plan and design is ~~in conformance~~ consistent with all applicable ~~code~~ provisions of the BIMC ~~and development standards of the applicable zoning district, unless a standard has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.S~~; and

2. The locations of the buildings and structures, open spaces, and landscaping~~, pedestrian, bicycle and vehicular circulation systems~~ result in a context sensitive design; and ~~are adequate, safe, efficient and in conformance with the Island-Wide Transportation Plan~~;

3. The Kitsap ~~County~~ Public H~~h~~ealth D~~d~~istrict has determined that the site plan and design meets the following decision criteria:

   a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system~~.~~ ;and

   b. If the health district recommends approval of the application with respect to those items in subsection ~~E~~F.3.a of this section, the health district shall so advise the director~~.~~ ;and

   c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director~~;~~.

4. The streets and nonmotorized facilities, as proposed, are adequate to accommodate anticipated traffic; and

5.~~4.~~ The city engineer has determined that the site plan and design meets the following decision criteria:

   a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and

   b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use ~~and enjoyment~~ of properties downstream; and

   c. The streets, nonmotorized facilities ~~and pedestrian ways~~ , locations of the buildings, structures, and vehicular circulation systems as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and

   ~~d. The streets, and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and~~ EDITORIAL NOTE: [MOVE OUT OF CITY ENGINEER SECTION SEE SECTION 4 ABOVE]

   d. If a traffic study shows that the proposed development will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and

   e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the ~~applicable~~ required service(s) can be made available at the site; and

   f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Construction Standards and Specifications," unless the city engineer has approved a ~~variation~~ deviation from ~~to~~ the ~~road~~ standards ~~in that document based on his or her determination that the variation meets the purposes of BIMC Title 18~~; and

6.~~5.~~ The site plan and design is consistent with ~~all~~ applicable design guidelines in BIMC Title 18~~, unless strict adherence to a guideline has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.S~~; and

7.~~6.~~ No harmful or unhealthful conditions are likely to result from the proposed site plan; and

8.~~7.~~ The site plan and design is consistent ~~in conformance~~ with the comprehensive plan and other applicable adopted community plans; and

9.~~8. Any~~ If the subject property ~~subject to site plan and design review that~~ contains a critical area or buffer, as defined in Chapter 16.20 BIMC, the site plan and design review permit conforms to all requirements of that chapter; and

10 ~~9.Any~~ If the subject property ~~subject to site plan and design review that~~ is within the shoreline jurisdiction, as defined in Chapter 16.12 BIMC, the site plan and design review permit conforms to all requirements of that chapter; and

11 ~~10~~.If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;

12. The Bainbridge Island Fire Department has reviewed the application and determined that the site plan has been properly designed to ensure fire protection; and

13 ~~11~~.The site plan and design has been prepared consistent with the purpose and review procedures of this chapter ~~the site design review process and open space goals~~.

2.16.050 – Minor conditional use permit

D. Nonagricultural Minor Conditional Use Decision Criteria. A nonagricultural minor conditional use or an agricultural research facility may be approved if:

1. The conditional use is consistent with applicable design guidelines in BIMC Title 18. The conditional use is ~~harmonious and~~ compatible ~~in design, character and appearance~~ with the established and intended character of the neighborhood, considering factors that include but are not limited to, hours of operation, the type of activities generated by the use, and the predictable levels of any adverse impacts ~~and quality of development in the vicinity of the subject property and with the physical characteristics of the subject property; provided, that in the case of a housing design demonstration project any differences in design, character or appearance that are in furtherance of the purpose and decision criteria of BIMC 2.16.020.S shall not result in denial of a conditional use permit for the project~~; and

~~2. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities;~~ EDITORIAL NOTE: [DUPLICATIVE WITH CITY ENGINEER/HEALTH DISTRICT SUBSECTIONS]

2.~~3.~~ The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and

3 ~~4~~. The conditional use is ~~in accord~~ consistent with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and

4 ~~5~~. The conditional use complies with all other applicable provisions of the BIMC~~, unless a provision has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.S~~; and

5 ~~6~~. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the immediate vicinity of the subject property; and

6 ~~7~~. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and

7. The streets and nonmotorized facilities as proposed are adequate to accommodate anticipated traffic; and

8. The city engineer has determined that the conditional use meets the following decision criteria:
   a. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and
   b. The conditional use will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use ~~and enjoyment~~ of properties downstream; and
   c. The streets and nonmotorized facilities ~~pedestrian ways~~ as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and
   ~~d. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and~~

d If a traffic study shows that the use will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and

e. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the ~~applicable~~ required service(s) can be made available at the site; and

f. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Construction ~~Development~~ Standards and Specifications ~~Manual~~," unless the city engineer has approved a ~~variation~~ deviation from ~~to~~ the ~~road~~ standards ~~in that document based on his or her determination that the variation meets the purposes of BIMC Title 18.~~ ;and

9. The Kitsap Public Health District has determined that the conditional use meets the following decision criteria:

a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system; and

b. If the health district recommends approval or disapproval of the application the health district shall so advise the director.

10. The Bainbridge Island Fire Department has reviewed the application and determined that the conditional use will be properly designed to ensure fire protection; and

11. ~~9.~~ If a minor conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.S, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.S; and

12. ~~10.~~ A conditional use may be approved or approved with conditions. If no reasonable conditions can be imposed that ensure the application meets the decision criteria of this chapter, then the permit ~~application~~ shall be denied.

E. Agricultural Conditional Use Decision Criteria.

1. As agriculture is a preferred use, conditional uses that are listed as agricultural uses in Table 18.09.020 (except for agricultural research facilities) may be approved if:
   a. The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and
   b. The conditional use is in accord with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and
   c. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and
   d. The conditional use complies with all other provisions of the BIMC.
2. Animal agricultural conditional uses that are in compliance with an existing conditional use permit may expand any structure or area used in the operation of the conditional use on January 1, 2012 (effective date of adoption), by up to 25 percent without applying for a new conditional use permit.
3. ~~Crop agriculture conditional uses that are in compliance with an existing conditional use permit may expand an unlimited amount without an additional conditional use permit, given they comply with the standards in BIMC Titles 16 and 18.~~

2.16.110 Major conditional use permit

F. Decision Criteria. A conditional use may be approved or approved with conditions if:

1. ~~A conditional use may be approved or approved with conditions if:~~
   ~~a.~~ The conditional use is consistent with applicable design guidelines in BIMC Title 18.The conditional use is ~~harmonious and~~ compatible ~~in design, character and appearance~~ with the established and intended character of the neighborhood, considering factors that include but are not limited to, hours of operation, the type of activities generated by the use, and the predictable levels of any adverse impacts ~~and quality of development in the vicinity of the subject property and with the physical characteristics of the subject property; provided, that in the case of a housing design demonstration project any differences in design, character or appearance that are in furtherance of the purpose and decision criteria of BIMC 2.16.020.Q shall not result in denial of a conditional use permit for the project~~; and
   ~~b. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and~~
2. ~~c.~~ The conditional use will not be materially detrimental to uses or property in the vicinity of the subject property; and
3. ~~d.~~ The conditional use is ~~in accord~~ consistent with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and
4. ~~e.~~ The conditional use complies with all other applicable provisions of the BIMC~~, unless a provision has been modified as a housing design demonstration project pursuant to BIMC 2.16.020.Q~~; and
5. ~~f.~~ All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the ~~immediate~~ vicinity of the subject property; and
6. ~~g.~~ Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and
~~h. The vehicular, pedestrian, and bicycle circulation meets all applicable city standards, unless the city engineer has modified the requirements of BIMC 18.15.020.B.4 and B.5, allows alternate driveway and parking area surfaces, and confirmed that those surfaces meet city requirements for handling surface water and pollutants in accordance with Chapters 15.20 and 15.21 BIMC; and~~
7. The streets and nonmotorized facilities as proposed are adequate to accommodate anticipated traffic; and
8. ~~i.~~ The city engineer has determined that the conditional use meets the following decision criteria:
   a. ~~i.~~ The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and
   b. ~~ii.~~ The conditional use will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use ~~and enjoyment~~ of properties downstream; and
   c. ~~iii.~~ The streets, nonmotorized facilities, ~~and pedestrian ways~~ locations of the buildings, structures, and vehicular circulation systems as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and
   ~~iv. The streets and pedestrian ways as proposed are adequate to accommodate anticipated traffic; and~~
   d. If a traffic study shows that the use will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and
   e. ~~v.~~ If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the ~~applicable~~ required service(s) can be made available at the site; and
   f. ~~vi.~~ The conditional use conforms to the "City of Bainbridge Island Engineering Design and Construction ~~Development~~ Standards and Specifications ~~Manual,"~~ unless the city engineer has approved a

~~variation~~ deviation to the ~~road~~ standards ~~in that document based on his or her determination that the variation meets the~~ purposes of ~~BIMC Title 17~~.

9. The Kitsap Public Health District has determined that the conditional use meets the following decision criteria:
   a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system; and
   b. If the health district recommends approval or disaproval of the application the health district shall so advise the director.
10. The Bainbridge Island Fire Department has reviewed the application and determined that the conditional use will ~~be properly designed to~~ ensure fire protection.

11 ~~j~~. If a major conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.S, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.S.

12 ~~2~~.A conditional use may be approved, or recommended for approval, with conditions. If no reasonable conditions can be imposed that ensure the ~~application~~ permit meets the decision criteria of this chapter, then the ~~application~~ permit shall be denied.

G. Additional Decision Criteria for Institutions in Residential Zones. Applications to locate any of those uses categorized as educational facilities, governmental facilities, religious facilities, health care facilities, cultural facilities, or clubs in Table 18.09.020 in residential zones shall be processed as major conditional use permits and shall be required to meet the following criteria, in addition to those in subsection F ~~D~~ of this section:

1. All sites must front on roads classified as residential suburban, collector, or arterial on the Bainbridge Island functional road classification map.

~~2. If the traffic study shows an impact on the level of service, those impacts have been mitigated as required by the city engineer.~~

~~3. If the application is located outside of Winslow study area, the project shall provide vegetated perimeter buffers in compliance with BIMC 18.15.010.~~ EDITORIAL NOTE: [DUPLICATIVE- PERIMETER LANDSCAPING REQUIREMENTS IN 18.15.010]

~~4. The proposal meets the requirements of the commercial/mixed use design guidelines in BIMC 18.18.030.C.~~ EDITORIAL NOTE: [DUPLICATIVE TO DESIGN GUIDELINES CRITERIA ABOVE]

2 ~~5~~. The scale of proposed construction including bulk and height and architectural design features is compatible with the ~~immediately~~ surrounding area~~, as reviewed with the design guidelines~~.

3 ~~6~~. If the facility will have attendees and employees numbering fewer than 50 or an assembly seating area of less than 50, the director may waive any or all the above requirements in this subsection G ~~E~~, but may not waive those required elsewhere in the BIMC.

~~7. Lot coverage does not exceed 50 percent of the allowable lot coverage in the zone in which the institution is located, except that public schools and governmental facilities, as defined in BIMC Title 18, that are located in the R-0.4 zoning district shall be allowed 150 percent of the lot coverage established in the R-0.4 zoning district, and such public schools and governmental facilities located in other zoning districts shall be allowed 100 percent of the lot coverage established in the underlying zoning district in which the facility is located, unless, regardless of which zoning district such a facility is located, conditions are required to limit the lot coverage to mitigate impacts of the use.~~ EDITORIAL NOTE: [MOVED TO USE SPECIFIC STANDARDS SECTIONS, BIMC 18.19.030- SEE EXHIBIT C]

H. Approval of Additional Height ~~in Nonresidential Districts~~.

1. In the NC zone district a maximum height of 45 feet ~~for nonresidential uses~~ can be approved through the major conditional use permit process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; and (c) solar access of neighboring lots is not substantially reduced.
2. In the B/I zone district a maximum height of 45 feet can be approved through the major conditional use process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; (c) solar access of neighboring lots is not reduced; and (d) the appearance of the neighborhood will not substantially change.
3. In the WD-I zone district a maximum height of 45 feet can be approved through the major conditional use process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; (c) solar access of neighboring lots is not reduced; and (d) each setback requirement shall be increased one foot for each additional foot of building height allowed. In portions of the WD-I district located within the shoreline jurisdiction regulated by Chapter 16.12 BIMC, a shoreline variance may be needed before additional height can be approved.

2.16.040 – Site Plans and Design Review

F. Decision Criteria. The director and planning commission shall base their respective recommendations or decisions on site plan and design review applications on the following criteria:
   1. The site plan and design is consistent with all applicable provisions of the BIMC; and
   2. The locations of the buildings and structures, open spaces, and landscaping result in a context sensitive design; and;
   3. The Kitsap Public Health District has determined that the site plan and design meets the following decision criteria:
      a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system; and
      b. If the health district recommends approval of the application with respect to those items in subsection F.3.a of this section, the health district shall so advise the director; and
      c. If the health district recommends disapproval of the application, it shall provide a written explanation to the director.
   4. The streets and nonmotorized facilities, as proposed, are adequate to accommodate anticipated traffic; and
   5. The city engineer has determined that the site plan and design meets the following decision criteria:
      a. The site plan and design conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and
      b. The site plan and design will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use of properties downstream; and
      c. The streets, nonmotorized facilities, locations of the buildings, structures, and vehicular circulation systems as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and
      d. If a traffic study shows that the proposed development will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and
      e. If the site will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the site, and the required service(s) can be made available at the site; and
      f. The site plan and design conforms to the "City of Bainbridge Island Engineering Design and Construction Standards and Specifications," unless the city engineer has approved a deviation from the standards; and
   6. The site plan and design is consistent with applicable design guidelines in BIMC Title 18; and
   7. No harmful or unhealthful conditions are likely to result from the proposed site plan; and
   8. The site plan and design is consistent with the comprehensive plan and other applicable adopted community plans; and
   9. If the subject property contains a critical area or buffer, as defined in Chapter 16.20 BIMC, the site plan and design review permit conforms to all requirements of that chapter; and
   10 If the subject property is within the shoreline jurisdiction, as defined in Chapter 16.12 BIMC, the site plan and design review permit conforms to all requirements of that chapter; and
   11. If the applicant is providing privately owned open space and is requesting credit against dedications for park and recreation facilities required by BIMC 17.20.020.C, the requirements of BIMC 17.20.020.D have been met;
   12. The Bainbridge Island Fire Department has reviewed the application and determined that the site plan has been properly designed to ensure fire protection; and
   13. The site plan and design has been prepared consistent with the purpose and review procedures of this chapter.

2.16.050 – Minor conditional use permit

D. Nonagricultural Minor Conditional Use Decision Criteria. A nonagricultural minor conditional use or an agricultural research facility may be approved if:
   1. The conditional use is consistent with applicable design guidelines in BIMC Title 18. The conditional use is compatible with the established and intended character of the neighborhood, considering factors that include but are not limited to, hours of operation, the type of activities generated by the use, and the predictable levels of any adverse impacts; and
   2. The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and
   3 The conditional use is consistent with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and
   4. The conditional use complies with all other applicable provisions of the BIMC; and
   5. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the immediate vicinity of the subject property; and
   6. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and
   7. The streets and nonmotorized facilities as proposed are adequate to accommodate anticipated traffic; and
   8. The city engineer has determined that the conditional use meets the following decision criteria:
      a. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and
      b. The conditional use will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use of properties downstream; and
      c. The streets and nonmotorized facilities as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and
      d If a traffic study shows that the use will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and
      e. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the required service(s) can be made available at the site; and
      f. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Construction Standards and Specifications," unless the city engineer has approved a deviation from the standards; and
   9. The Kitsap Public Health District has determined that the conditional use meets the following decision criteria:
      a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system; and
      b. If the health district recommends approval or disapproval of the application the health district shall so advise the director.
   10. The Bainbridge Island Fire Department has reviewed the application and determined that the conditional use will be properly designed to ensure fire protection; and
   11. If a minor conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.S, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.S; and
   12. A conditional use may be approved or approved with conditions. If no reasonable conditions can be imposed that ensure the application meets the decision criteria of this chapter, then the permit shall be denied.

E. Agricultural Conditional Use Decision Criteria.
   1. As agriculture is a preferred use, conditional uses that are listed as agricultural uses in Table 18.09.020 (except for agricultural research facilities) may be approved if:
      a. The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject property; and
      b. The conditional use is in accord with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and
      c. The conditional use will be served by adequate public facilities including roads, water, fire protection, sewage disposal facilities and storm drainage facilities; and
      d. The conditional use complies with all other provisions of the BIMC.
   2. Animal agricultural conditional uses that are in compliance with an existing conditional use permit may expand any structure or area used in the operation of the conditional use on January 1, 2012 (effective date of adoption), by up to 25 percent without applying for a new conditional use permit.

2.16.110 Major conditional use permit

F. Decision Criteria. A conditional use may be approved or approved with conditions if:
   1. The conditional use is consistent with applicable design guidelines in BIMC Title 18. The conditional use is compatible with the established and intended character of the neighborhood, considering factors that include but are not limited to, hours of operation, the type of activities generated by the use, and the predictable levels of any adverse impacts; and
   2. The conditional use will not be materially detrimental to uses or property in the vicinity of the subject property; and
   3. The conditional use is consistent with the comprehensive plan and other applicable adopted community plans, including the Island-Wide Transportation Plan; and
   4. The conditional use complies with all other applicable provisions of the BIMC; and
   5. All necessary measures have been taken to eliminate or reduce to the greatest extent possible the impacts that the proposed use may have on the vicinity of the subject property; and
   6. Noise levels shall be in compliance with BIMC 16.16.020 and 16.16.040.A; and
   7. The streets and nonmotorized facilities as proposed are adequate to accommodate anticipated traffic; and
   8. The city engineer has determined that the conditional use meets the following decision criteria:
      a. The conditional use conforms to regulations concerning drainage in Chapters 15.20 and 15.21 BIMC; and
      b. The conditional use will not cause an undue burden on the drainage basin or water quality and will not unreasonably interfere with the use of properties downstream; and
      c. The streets, nonmotorized facilities, locations of the buildings, structures, and vehicular circulation systems as proposed align with and are otherwise coordinated with streets and nonmotorized facilities serving adjacent properties and are adequate, safe, efficient and consistent with the Island-Wide Transportation Plan; and
      d. If a traffic study shows that the use will have an adverse impact on traffic, including nonmotorized traffic, the impact shall be mitigated as required by the city engineer; and
      e. If the conditional use will rely on public water or sewer services, there is capacity in the water or sewer system (as applicable) to serve the conditional use, and the required service(s) can be made available at the site; and
      f. The conditional use conforms to the "City of Bainbridge Island Engineering Design and Construction Standards and Specifications" unless the city engineer has approved a deviation to the standards.

9. The Kitsap Public Health District has determined that the conditional use meets the following decision criteria:
    a. The proposal conforms to current standards regarding domestic water supply and sewage disposal; or if the proposal is not to be served by public sewers, then the lot has sufficient area and soil, topographic and drainage characteristics to permit an on-site sewage disposal system; and
    b. If the health district recommends approval or disapproval of the application the health district shall so advise the director.
10. The Bainbridge Island Fire Department has reviewed the application and determined that the conditional use will ensure fire protection.
11. If a major conditional use is processed as a housing design demonstration project pursuant to BIMC 2.16.020.S, the above criteria will be considered in conjunction with the purpose, goals, policies, and decision criteria of BIMC 2.16.020.S.
12. A conditional use may be approved, or recommended for approval, with conditions. If no reasonable conditions can be imposed that ensure the permit meets the decision criteria of this chapter, then the permit shall be denied.

G. Additional Decision Criteria for Institutions in Residential Zones. Applications to locate any of those uses categorized as educational facilities, governmental facilities, religious facilities, health care facilities, cultural facilities, or clubs in Table 18.09.020 in residential zones shall be processed as major conditional use permits and shall be required to meet the following criteria, in addition to those in subsection F ~~D~~ of this section:
    1. All sites must front on roads classified as residential suburban, collector, or arterial on the Bainbridge Island functional road classification map.
    2. The scale of proposed construction including bulk and height and architectural design features is compatible with the surrounding area.
    3. If the facility will have attendees and employees numbering fewer than 50 or an assembly seating area of less than 50, the director may waive any or all the above requirements in this subsection G, but may not waive those required elsewhere in the BIMC.

H. Approval of Additional Height.
    1. In the NC zone district a maximum height of 45 feet can be approved through the major conditional use permit process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; and (c) solar access of neighboring lots is not substantially reduced.
    2. In the B/I zone district a maximum height of 45 feet can be approved through the major conditional use process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; (c) solar access of neighboring lots is not reduced; and (d) the appearance of the neighborhood will not substantially change.
    3. In the WD-I zone district a maximum height of 45 feet can be approved through the major conditional use process if the director determines that all conditional use permit requirements are met and that: (a) view opportunities are not substantially reduced; (b) fire flow is adequate; (c) solar access of neighboring lots is not reduced; and (d) each setback requirement shall be increased one foot for each additional foot of building height allowed. In portions of the WD-I district located within the shoreline jurisdiction regulated by Chapter 16.12 BIMC, a shoreline variance may be needed before additional height can be approved.

EXHIBIT B

Table 18.09.020 Use Table (EXCERPT)

"P" = Permitted Use		"A" = Accessory Use									Additional use restrictions for Chapters 16.12 and 16.20 BIMC may apply to shoreline or critical area properties									
"C" = Conditional Use		"CA" = Conditional Accessory Use																		
Blank = Prohibited Use		"T" = Temporary Use																		
ZONING DISTRICT USE CATEGORY/TYPE	R- 0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-I	Use-Specific Standards BIMC 18.09.030
											CC	MA	EA	Gate	Ferry [1]					
PRINCIPAL USES																				
CULTURAL AND ENTERTAINMENT																				
Artist Studio											P	P	P	P	P	P	P	P		
Club	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P			C-8
Commercial Amusement											P	P	P	P	P	P	C			
Cultural Facility	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	C		C	C-9
Entertainment Facility											P					P	C			

EXHIBIT C: Amendments Currently Codified in 2.16.110.G.7

BIMC Section 18.09.030.C *Use Specific Standards*: Public and Institutional. Applications to locate uses categorized as educational facilities, governmental facilities, religious facilities, health care facilities, cultural facilities, or clubs in Table 18.09.020 in residential zones shall be processed as major conditional use permits pursuant to BIMC 2.16.110.

1. Educational Facilities.
   a. *Repealed by Ord. 2018-13.*
   b. *Repealed by Ord. 2018-13.*
   c. In the WD-I district, educational facilities are a conditional ("C") use. Conference centers with overnight accommodations are not permitted.
   d. In the ferry terminal overlay district educational facilities are only allowed south of Winslow Way.
   e. Lot coverage for private educational facilities in residential zones is reduced by 50 percent of the allowable lot coverage in the zone where the private educational facility is located. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.
   f. Lot coverage for public educational facilities in the R-0.4 zoning district can be increased from 10 percent up to 15 percent. Public educational facilities in all other residential zoning districts shall be allowed 100 percent of the lot coverage established in the underlying zoning district where the public educational facility is located, unless, conditions are required to limit the lot coverage to mitigate impacts of the use. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

2. Governmental Facilities.
   a. In the WD-I district, governmental facilities are a conditional ("C") use. Conference centers with overnight accommodations are not permitted.
   b. In the ferry terminal overlay district, governmental facilities are only allowed south of Winslow Way.
   c. Lot coverage for governmental facilities in the R-0.4 zoning district can be increased from 10 percent up to 15 percent. Governmental facilities in all other residential zoning districts shall be allowed 100 percent of the lot coverage established in the underlying zoning district where the public educational facility is located, unless, conditions are required to limit the lot coverage to mitigate impacts of the use. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

3. Religious Facilities.
   a. In the WD-I district, religious facilities are a conditional ("C") use. Conference centers with overnight accommodations are not permitted.
   b. In the ferry terminal overlay district, religious facilities are only allowed south of Winslow Way.
   c. Lot coverage for religious facilities in residential zones is reduced by 50 percent of the allowable lot coverage in the zone where the religious facility is located. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

7. Health Care Facilities.
   a. In the ferry overlay district, health care facilities are only allowed south of Winslow Way.
   b. Lot coverage for health care facilities in residential zones is reduced by 50 percent of the allowable lot coverage in the zone where the health care facility is located. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

8. Clubs. Lot coverage for clubs in residential zones is reduced by 50 percent of the allowable lot coverage in the zone where the club is located. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

9. Cultural Facilities. Lot coverage for cultural facilities in residential zones is reduced by 50 percent of the allowable lot coverage in the zone where the cultural facility is located. See BIMC Table 18.12.020-2 for lot coverage standards in residential zones.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (9:10 PM) Resolution No. 2019-29, Updating the Administrative Manual to Reflect the New Subdivision Standards and the New Design Standards and Guidelines - Planning,

SUMMARY: This agenda item relates to updating the Administrative Manual of the Department of Planning and Community Development to address recent amendments enacted through Ordinance No. 2019-03 which revised subdivision standards, and Ordinance No. 2019-25 "Design for Bainbridge," a new manual containing site and building design standards and guidelines.

Major revisions to the Administrative Manual are underlined and highlighted in yellow. Major revisions include additional submittal requirements for the Design Guidance Review meeting, the Preapplication Conference, and the Preliminary Subdivision application. Other minor revisions are included, such as added links to referenced manuals and forms, to improve the usefulness of the manual.

AGENDA CATEGORY: Resolution **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:
I move to forward Resolution No. 2019-29 for approval with the Consent Agenda on December 10, 2019.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND: On September 24, 2019, the City Council enacted Ordinance No. 2019-03, repealing existing subdivision regulations and replacing them with new regulations. Also on September 24, 2019, the Council enacted Ordinance No. 2019-25, repealing existing site and building design standards and adopting "Design for Bainbridge," a new manual containing site and building design standards and guidelines.

The Administrative Manual of the Department of Planning and Community Development ("Administrative Manual") is designed to be a user-friendly manual that contains submittal requirements and supporting

documents for land use permits. The resolution with this agenda item proposes to update the Administrative Manual to modify or add submittal requirements as a result of the amended regulations.

ATTACHMENTS:

Resolution No. 2019-29 PCD Administrative Manual Updates for Ord 2019-03 and 2019-25

Resolution No. 2019-29 Exhibit A Admin Manual Updated - City Council

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2019-29

A RESOLUTION of the City of Bainbridge Island, Washington, amending the Administrative Manual of the Department of Planning and Community Development to reflect the necessary submittal requirements to implement new subdivision regulations adopted via Ordinance No. 2019-03 and design standards and guidelines adopted via Ordinance No. 2019-25.

WHEREAS, the Administrative Manual of the Department of Planning and Community Development, adopted in November 2011 ("Administrative Manual"), is designed to be a user-friendly manual that contains submittal requirements and supporting documents for land use permits all in one place; and

WHEREAS, on September 24, 2019, the City Council enacted Ordinance No. 2019-03 revising Title 17 of the Bainbridge Island Municipal Code ("BIMC"), related to Subdivisions and Boundary Line Adjustments, Sections 17.04.010, 17.04.020, 17.08.020, Chapter 17.28, repealing Chapter 17.12, and adopting an updated Chapter 17.12, as well as revising Title 18, related to Zoning, Sections 18.09.030, 18.12.040, 18.15.005, 18.15.010, 18.15.020, and 18.36.030, and repealing Table 18.12.020-1; and

WHEREAS, on September 24, 2019, the City Council enacted Ordinance No. 2019-25 amending Chapter 18.18 BIMC, related to Design Standards and Guidelines; and

WHEREAS, the City's Administrative Manual is hereby being updated via this Resolution No. 2019-29 to implement the changes approved by Ordinance Nos. 2019-03 and 2019-25.

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

Section 1. The Administrative Manual is amended and revised as shown in Exhibit A attached hereto and made a part hereof.

Section 2. This resolution shall take effect as of the effective date provided below.

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

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

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____

Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 14, 2019
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-29
EFFECTIVE DATE:

Exhibit A: Administrative Manual

CITY OF
BAINBRIDGE ISLAND

ADMINISTRATIVE MANUAL

PLANNING PERMIT SUBMITTAL REQUIREMENTS

Department of Planning and Community Development
January 1, 2012; Last Updated December 2019

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Introduction

This Administrative Manual is designed to supplement the permit processes described in the land use, zoning, and environmental sections of the City of Bainbridge Island Municipal Code (BIMC). This manual identifies documents that applicants must submit in order to have a complete application for development review and decision. Consistent submissions to the City of Bainbridge Island help the efficiency of the review process as well as clarifying requirements for applicants. The procedures required for review and approval of most applications are detailed in BIMC Title 2: Administration, Personnel and Land Use Procedures of the BIMC.

The Master Land Use Application is required to be submitted with each of the land use permits discussed herein. Please see the application for the number of copies for specific permits. A land use permit shall not be considered complete until the required application, fee, and all supporting materials are submitted to the Department. The applicant shall submit an electronic copy of all required documents at the time of application submittal. The Director may waive specific submittal requirements determined to be unnecessary for review of an application. Most applications also require a separate fee to the Kitsap Public Health District.
The City's Fee Schedule can be viewed on the City's website.

Additional links referenced in this document

Link	Website address
City of Bainbridge Island Design and Construction Standards Manual	http://www.ci.bainbridge-isl.wa.us/169
Design for Bainbridge Design Review Manual	https://www.bainbridgewa.gov/DocumentCenter/View/12502
Design for Bainbridge checklist / worksheet	
Island-wide Transportation Plan (IWTP)	https://www.bainbridgewa.gov/708
Landscape Materials Matrix	https://www.bainbridgewa.gov/DocumentCenter/View/12756
Shoreline - Joint Aquatic Resources Permit Application (JARPA)	https://www.epermitting.wa.gov
Shoreline Site Specific Analysis Submittal Requirements	http://www.bainbridgewa.gov/DocumentCenter/View/7306
Shoreline Single-family Residence Mitigation Manual	http://www.bainbridgewa.gov/DocumentCenter/View/5663
Sign Permit Worksheet	http://www.bainbridgewa.gov/DocumentCenter/View/7408
Site Assessment Review (SAR)	http://www.ci.bainbridge-isl.wa.us/882

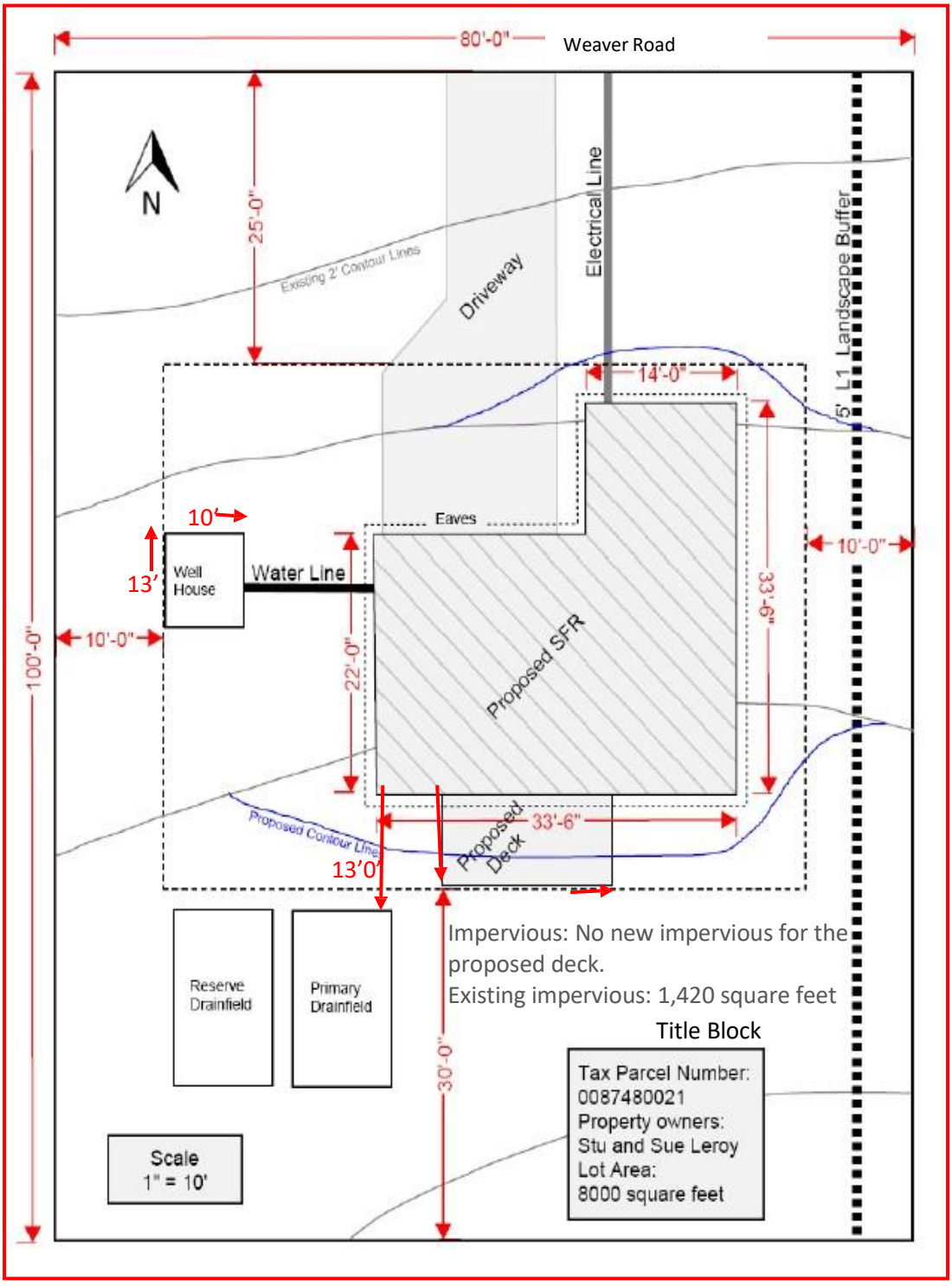
Basic Site Plan

The site plan must be legible and easily understood by professionals as well as the public. Clearly differentiate between existing and proposed development. The information to help prepare a site plan is readily available to the public through these links:

City Resources County Resources Public Health District

- ☐ Plan sheet 18" * 24" or 24" * 36" in size
- ☐ Engineer's scale, for example: 1 inch = 20 feet
- ☐ Title block: Project name; owner name; site address, tax parcel number; subdivision name
- ☐ North arrow
- ☐ Vicinity map
- ☐ Quarter section, township and range
- ☐ Depict the entire property and the area within a 150-foot radius of the property
- ☐ Zoning / Comprehensive Plan designation
- ☐ Property boundaries (bold line)
- ☐ Lot size and lot area (BIMC 18.12.050)
- ☐ Easements: Include access, utility, other (e.g. use easements, conservation easements)
- ☐ Zoning setbacks or subdivision setbacks / buffers (as applicable)
- ☐ Contour lines at five foot intervals (existing and proposed)
- ☐ Shoreline jurisdiction: Include OHWM, shoreline structure and side yard setback, shoreline buffer Zones 1 & 2, areas of native vegetation, location and size of significant trees
- ☐ Critical areas and their buffers / setbacks: Dimension required buffers / setbacks and any proposed modifications. Label top/toe of slopes greater than 15 percent and top/toe of slopes 40 percent or greater, floodplain, wetlands, streams
- ☐ Delineate and dimension existing areas of native vegetation
- ☐ Aquifer Recharge Protection Area (ARPA): Delineate the and show the area calculations. Document the ARPA development standards in BIMC 16.20.100.D.
- ☐ Depict vegetation protection areas (e.g. "no-build zones", perimeter and roadside landscape buffers, designated wildlife corridors)
- ☐ Depict and dimension the exterior of all existing and proposed structures: Clearly differentiate between existing and proposed. Label each structure by its use (e.g. garage, landscape / retaining wall, eave, fence, mechanical equipment)
- ☐ Impervious surface areas (existing and proposed): Label and dimension each area (e.g. building, driveway, parking area, patio)
- ☐ Area of disturbance: Separately delineate and dimension earth disturbance areas
- ☐ Stormwater facility: Location / management method (e.g. dispersion, infiltration, detention)
- ☐ Sewer / septic system facility: Include lines, primary and reserve drainfields and setbacks
- ☐ Water / well facility: Include lines, water meters, well house, well protection area
- ☐ Other facilities: Include power lines, generators, propane tanks, heat pumps, solar panels
- ☐ Historically significant structures on or adjacent to the property (i.e. constructed over 50 years ago or listed on the local or national historic register)

Sample Site Plan



Utilities Plan

- ☐ Minor (abbreviated) drainage plan for proposals that do not require engineered plans

  OR

- ☐ Engineered preliminary drainage plans
- ☐ Engineered preliminary drainage report

  AND

- ☐ Plan sheet 18” * 24” or 24” * 36” in size
  - ☐ Engineer’s scale, for example: 1 inch = 20 feet
  - ☐ Location of stormwater facilities
  - ☐ Management method (e.g. dispersion, infiltration, detention)
  - ☐ Existing and proposed structures and improvements on the subject property including:
    - ☐ Driveways
    - ☐ Parking areas
    - ☐ Parking space (dimensioned)
    - ☐ Solid waste facility (dimensioned)
    - ☐ Landscape / retaining walls
    - ☐ Fences
    - ☐ Mechanical equipment
  - ☐ Existing and proposed utilities on the subject property including:
    - ☐ Wells / well head protection areas
    - ☐ Water / Sewer lines
    - ☐ Drainfields (primary and reserve)
    - ☐ Septic system setbacks (Health District)
    - ☐ Power lines, utility poles, telecommunication facilities
  - ☐ Existing and proposed structures / utilities within 150 feet of the property including:
    - ☐ Wells / well head protection areas
    - ☐ Water / Sewer lines
    - ☐ Fire hydrants
    - ☐ Adjacent streets
    - ☐ Adjacent right-of-way with road classification
    - ☐ Existing and proposed right-of-way width
    - ☐ Existing driving surface width and type (e.g. gravel, asphalt, pervious concrete)
    - ☐ Roadside facilities (e.g. shoulder, ditch)
    - ☐ Non-motorized facilities width and type (e.g. sidewalks, trails)

Landscape Plan

A Landscape Plan shall be prepared by a landscape architect licensed in the State of Washington, a Washington certified nursery professional or a Washington certified landscaper and a certified arborist (when required) and include the following information, at a minimum. A helpful Landscape Materials Matrix is available on the City website.

- ☐ Plan sheet 18" * 24" or 24" * 36" in size
- ☐ Engineer's scale, for example: 1 inch = 20 feet
- ☐ North arrow
- ☐ Title block: Project name; site address, tax parcel number;
- ☐ Property boundaries (bold line)

A. Tree and Vegetation Retention Plan. The applicant shall submit a tree and vegetation retention plan concurrent with applicable permit application in to demonstrate compliance with BIMC Section 18.15.010. If multiple permits are required, the applicant must submit the tree retention plan with the first and all subsequent applications. The tree retention plan may be combined with the planting plan (see section 3 below) and shall consist of:

1. A tree survey or aerial photograph that represents current site conditions and identifies the location of all significant trees, tree stands and their associated canopies. The survey needs to include enough information about existing trees on a property to demonstrate compliance with section BIMC Section 18.15.010.G *Total Site Tree Unit Requirements* (if applicable). New planting may be required to meet these requirements (see section 3 below).
2. For detailed site plans and grading applications, the tree survey may be conducted by a method that locates individual trees and tree stands, their size(s) and species. These trees shall be marked in the field at the time of permit or approval application and maintained through the construction period; and
3. A development site plan identifying size and species of the trees and tree stands, as defined in BIMC 18.15.010.C, heritage trees, or other existing vegetation that are proposed to be retained.
4. The International Society of Arboriculture (ISA) valuation for trees:
    a. Required to be retained for development projects in the R-2.9, R-3.5, R-4.3, R-8, R-14, Mixed Use Town Center (MUTC), High School Road, and Neighborhood Service Center Districts; and
    b. In all zones where the critical root zone of a tree required to be retained may be impacted by clearing, grading construction, development, or maintenance; and
5. An analysis prepared by a certified arborist about long-term health and/or viability for trees that will be on the edge of the developed area and "post development" tree health for trees requested for removal in roadside or perimeter buffers. This analysis should also address protection during construction (see below).
6. Protection during construction strategies for trees and vegetation to be retained.

B. Description of how the tree retention plan and planting plan meet the *Total Site Tree Unit Requirements*, pursuant to BIMC 18.15.010.G, if applicable.

C. Planting Plan. All plans must be prepared or approved, by a landscape architect licensed by the state of Washington, a Washington certified nursery professional or a Washington certified landscaper. The proposed landscape planting plan shall be clearly legible and show the following:

1. A title that includes the project name, owner's name, designer's name, date and scale of no less than one inch equals 30 feet. All items shall be labeled, and north shall be oriented towards the top or left of the plan
2. Property boundaries, easements, and ownership as set forth in the legal description;
3. Existing and proposed grades of at least five-foot intervals
4. Rights-of-way, setbacks, streets and utilities within the subject property
5. All proposed construction and planting and any future construction and planting that is not included in the application
6. Location of all existing and proposed buildings, structures, utilities and improvements within the property
7. A plant list for all proposed new planting delineating quantities, scientific and common names and sizes. Names of plants are to follow current edition of the Hortus Third, A Concise Dictionary of Plants Cultivated in the U.S. and Canada; and sizes of plants are to follow the current edition of the American Standard for Nursery Stock, American Association of Nurseryman (AAN).
8. Vegetation clearing strategies
9. Topsoil protection and reuse strategies, including limiting compaction during construction
10. Native soil amendment strategies
11. Planting times and physical limits of construction
12. Areas that require temporary or permanent irrigation

Buffer Enhancement Plan

A. Basic Site Plan

B. Terms, conditions, covenants, and agreements under which the subject property is bound

C. Buffer Enhancement Plan. A buffer enhancement plan prepared in accordance with applicable state and federal agency standards and the requirements in BIMC 16.20.180

D. Critical area reports by qualified professionals in the area of concern as provided in BIMC 16.20.190 – Definitions;

E. Any other relevant information and reports that are necessary, in the opinion of the Director, to process and prepare the decision on the application, such as permit applications to other agencies and special studies;

F. State Environmental Policy Act (SEPA) checklist (if applicable)

Adjustment to an Approved Land Use Permit (Minor & Major)

NOTE: This section does not apply to subdivisions- see Subdivision Alterations below)

A minor adjustment entails small changes in dimensions or siting of structures or the location of public amenities and does not change the intensity or the character of the use. A major adjustment includes modification to the basic design, intensity, density and / or use.

A. Basic Site Plan
B. Utilities Plan (as applicable)
C. Landscape Plan (as applicable) with proposed landscaping as required by BIMC 18.15.010, including any required retention.
D. Copy of the approved plan
E. Written description of the proposed change, including a detailed analysis of how the change complies with decision criteria of the application used in the first instance
F. Authorization of all owners of all lots involved in the change

Administrative Code Interpretation Request

The Director has the authority to provide interpretations of provisions, uses, or definitions in BIMC Titles 16, 17 and 18 and related provisions in BIMC Title 2, and will make these interpretations available to the public. Any person may apply to the director for an interpretation of any provision in these titles. The Director shall provide the interpretation taking into account consistency with the Comprehensive Plan, the nature of the definition or use, and its relationship to the code and its potential impacts, such as:

A. Whether it involves dwelling units; sales; processing; type of product, storage and amount;
B. Enclosed or open storage;
C. Anticipated employment;
D. Transportation requirements;
E. Excessive noise, odor, fumes, dust, toxic material, light, glare, and vibration likely to be generated; and
F. The general requirements for public utilities such as water and sanitary sewer.

The authority to provide an interpretation does not include the authority to add a new permitted (“P”) or conditional (“C”) use to the use table in BIMC 18.09.020. The Director’s interpretation is subject to appeal pursuant to BIMC 2.16.020.P.1.

Agricultural Retail Plan

A. Basic Site Plan including a delineation of specific use areas (pasture, heavy use area, etc.).
B. Farm Management Plan, if required pursuant to BIMC 18.09.030.A.1.
C. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

Boundary Line Adjustment

A. Basic Site Plan

B. Survey drawing

   1. Conventional scale and prepared by a surveyor licensed in the State of Washington
   2. Separate sheets depicting existing conditions and resultant conditions
   3. Zoning and Comprehensive Plan designation
   4. Shoreline upland and water environment designations
   5. Proposed method to meet fire flow requirements
   6. Names and locations of adjacent subdivisions
   7. Gross lot size (in square feet) of each existing and resultant lot
   8. Lot area of each existing and resultant lot/tract (As calculated in BIMC 18.12.050.J)
   9. Zoning or subdivision setbacks, as applicable
   10. Ordinary High Water Mark
   11. Required critical areas, their buffers and setbacks
   12. Required vegetation buffers

C. Existing and proposed terms, conditions, covenants, and agreements on the subject property

D. Perimeter lot closures for each existing and resultant lot

E. Title report dated not more than six months prior to application

F. Property legal description

G. Draft agreements (e.g. use easement, road maintenance agreement)

H. Water and sewer availability letters (public water/sewer) for each resultant lot

I. Other technical reports (as applicable): Wetland delineation and report or wetland determination; Geotechnical report/assessment

Comprehensive Plan Amendment

A comprehensive plan amendment application and fee as established by city council resolution must include the following:

A. A complete and detailed written statement including the nature of and reason for the amendment request, any specific suggested changes to the plan or appendices;

B. A description of how the amendment request is consistent with all of the decision criteria specified in BIMC 2.16.190.H;

C. A completed SEPA checklist including supplemental sheet for nonproject actions; and

D. Any other reports or studies identified during the preapplication conference (Ord. 2006-13 § 4, 2006).

Conceptual Proposal Review Meeting

A. Statement of Intent – A written narrative about the property, the neighborhood, and proposed use. Identify the objectives of the land use process, the objectives of the Comprehensive Plan goals and policies, and the objectives of the Design for Bainbridge design review manual, as they apply to the proposal.

B. Context Map - Provide sufficient information to evaluate the neighborhood or community characteristics, including: aerial photo, adjacent recreation, conservation, or other protected land, streetscape photos to illustrate road frontage character/conditions, adjacent and nearby houses or structures, nearby historic or cultural features that contribute to the character of the area, nearby transit routes and stops, and existing or planned transportation facilities as shown in the Island-wide Transportation Plan (IWTP).

C. Site Analysis – The site analysis shall be a map used to determine the conservation areas, conservation areas of greatest importance, and development areas. The site analysis shall show: general topography, critical areas and their buffers/setbacks, viewsheds on and off site, individual significant trees, extent and location of priority natural area (e.g., forested land, agricultural land, wildlife corridors, etc.), existing infrastructure or other built features, existing easements, existing trails, unique site characteristics, historic resources.

Conditional Use Permit (Minor & Major)

A. Basic Site Plan

B. Utilities Plan

C. Site Assessment Review (SAR) or SAR Exemption

D. Landscape Plan

E. State Environmental Policy Act (SEPA) checklist (if applicable)

F. A complete and detailed written statement of the intended use of the land and the sequence and timing of the proposed development

G. The terms, conditions, covenants, and agreements under which the subject property is bound, if any

H. Affidavit of ownership or agreement to work on the owner's behalf

I. Land dedicated for park and recreational facilities, if applicable

J. For installation of outdoor lighting fixtures, evidence of compliance with the requirements of chapter 18.15.040, Outdoor Lighting

K. Written statement describing how the application meets all applicable decision criteria

L. Institutional development in residential zones shall submit the following items:

   1. A traffic report, showing the effects on level of service (LOS) on affected roads
   2. A fencing plan or alternative methods to protect the public health, safety and welfare
   3. Vehicular, pedestrian, and bicycle access and site circulation

M. Design for Bainbridge checklist / worksheet

Consultation

A. Property location – 14-digit parcel number or site address.
B. Basic project information.
C. List of specific questions.
D. Conceptual site plan (optional).

Critical Area Permit (Minor and Major)

A. Basic Site Plan
B. Terms, conditions, covenants, and agreements under which the subject property is bound
C. A written narrative describing how the proposal meets the critical area permit review criteria as defined in BIMC 16.20.070.B;
D. Additional submittal requirements vary depending on the type of critical area. Specific submittal requirements are described in each of the following sections of BIMC 16.20:
    - Trees and vegetation – BIMC 16.20.090.G (minor)
    - Critical aquifer recharge areas – BIMC 16.20.090.B.3 (minor)
    - Fish and wildlife habitat conservation areas – BIMC 16.20.110.D and F (minor or major)
    - Geologically hazardous areas – BIMC 16.20.130.C (minor)
    - Wetlands – BIMC 16.20.140.F (minor or major)
    - Winslow Ravine – BIMC 16.20.150.C (major)
E. Any other relevant information and reports that are necessary, in the opinion of the director, to process and prepare the decision on the application, such as permit applications to other agencies and special studies;
F. State Environmental Policy Act (SEPA) checklist (if applicable)
G. Other plans and drawings deemed necessary by the Director for evaluation of the merits of the proposal.

Design Guidance Review Meeting

A. Schematic Design - This plan is based on the site analysis and context map and shows location, as applicable, of natural area, community space, significant trees to be retained, homesites, vehicle and non-motorized access, location and size of stormwater and septic systems, and lot lines. The proponent is required to bring one or more development concepts or alternatives to indicate possible design options for the site.

B. Project vision summary

C. Design for Bainbridge checklist / worksheet

D. Conceptual floor plan with estimated commercial and residential square footage

E. Aerial and streetscape photographs with streets and site boundaries labeled

F. Basic Site Plan with the following additional requirements

1. Proposed structure footprints and structure entrances
2. Proposed location and description of mechanical equipment
3. Proposed location of trash / recycling structures and accessory structures

G. Preliminary sections: Transverse and longitudinal site sections extending to adjacent buildings within 100 feet of property; section through the most critical area of the structure(s) with property lines, floor to floor heights, overall height, and spot elevations

H. Preliminary Elevations: Main elevations of each structure and of adjacent structures; material and color selections; mechanical screens and venting locations

I. Optional but strongly recommended

1. Renderings: Eye level perspective from major street location; aerial perspective depicting entire project and adjacent buildings in context
2. Exterior Lighting Plan: Location and indication of light spillage at night.

J. Additional requirements for subdivisions

1. Document the four-step design process identified in BIMC 17.12.030
2. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.
3. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.
4. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation
5. Additional site plan requirements
   a. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.
   b. Show location of Natural Area fencing and/or signage
   c. Delineate Community Space, provide area calculation and proposed form of ownership
   d. Delineate and document Homesite Standards in BIMC 17.12.060 and Table 17.12.060-1, and Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1

Farm Management Plan

In order to exceed maximum animal density allowances provided for in BIMC 18.09.030, a farm management plan approved by the City, its designee, or a qualified third party must be implemented and maintained. The farm management plan shall contain the following:

A. Basic site plan, with the following additional information
    1. Adjacent residences
    2. location and area of all pasture area(s), shelter structure(s), compost and manure storage,
B. Description of the type of equipment necessary or intended for use in each season and the frequency and duration of anticipated use;
C. Disclosure of any intent to spray or otherwise apply agricultural chemicals or pesticides, frequency and duration of application, and the plants, diseases, pests or other purposes they are intended for;
D. Emergency response plan and emergency response contacts
E. Description of the potential impacts of animal agriculture and use of applicable National Resource Conservation Service (NRCS) conservation practice standards or equivalent measures to mitigate impacts, including:
    1. Water Quality and Soils. Impacts of irrigation run-off on adjacent properties, water bodies and environmentally critical areas, and proposed sediment and erosion control measures.
    2. Noise and Odor. Impacts related to the location on the lot of the animal pasture and shelter, any trash or compost storage areas, any farm stand or additional accessory structure, and any other noise-generating or odor-generating equipment and practices.
    3. Agricultural Chemicals. Impacts related to the use of chemicals, including any manure, fertilizer and pesticide.
    4. Mechanical Equipment. Impacts related to the operation of equipment, including noise, odors, and vibration.
    5. Traffic and Parking. Impacts related to the number of staff onsite during work hours, and the number of potential visitors regularly associated with the site.
    6. Visual Impacts and Screening. Visual impacts relating to the proposed nature, location, design, and size of proposed features, structures and activities, including the location of pasture, composting activities and manure storage, and any existing or proposed screening.

Housing Design Demonstration Project

In addition to any submittal requirements from the underlying land use permitting process, the following additional information is required for a Housing Design Demonstration Project:

A. Survey prepared by a licensed surveyor, including information showing existing conditions and site information including, but not limited to, topography (contour interval not to exceed 5 feet), an elevation benchmark (located on or within 100 feet of the proposed site), adjacent development, vegetation, utilities, critical areas, property lines, and easements. Whenever possible, survey information should be submitted on City of Bainbridge Island vertical and horizontal datums. All plans must be submitted at an easily reproducible engineering or architectural scale. The survey data should be integrated into all site plans and elevation drawings related to the project and the source of the survey information shall be noted.

B. Plans descriptive of drawings of the proposed innovative housing types including building footprints and building elevations, floor plans, and roof plans.

C. A description of the proposed unit type, including proposed square footage, unit mix, and number of bedrooms per unit.

D. A description of the required development standards, compared with the standards that relief is being requested. This includes, but is not limited to, setbacks, density, or parking requirements. The applicant should explain how relief from specific development standards is needed to achieve the desired innovative design and the goals of this chapter.

E. Photographs of the subject and adjacent properties key to the basic site plan.

F. Landscape Plan.

G. A detailed description of any project phasing.

H. A description of how the proposed development is consistent with the surrounding neighborhood character.

I. A description of how the proposed development complies with the goals of BIMC 2.16.020.Q, project evaluation criteria as described in BIMC 2.16.020.Q, and all relevant decision criteria.

J. A completed green building checklist from Evergreen Sustainable Development, Living Building Challenge standard of the International Living Building Institute, LEED or BuiltGreen programs that require third party verification review with the requisite four and five star levels.

Legislative Review of Development Regulations and Rezoning

Legislative Review of Development Regulations

An application and fee as established by city council resolution shall be made on forms prescribed by the department. The application shall contain the following:

A. A complete and detailed written statement explaining the existing regulations and proposed changes (including specific language, if possible);

B. A detailed description of how the proposal meets the goals and policies set forth in the Comprehensive Plan; and

C. A completed SEPA checklist including supplemental sheet for nonproject actions (if applicable); and

D. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

Rezoning (Site-specific and Area-wide)

A rezone application and fee as established by city council resolution shall be made on forms prescribed by the department. The application shall contain the following:

A. A complete and detailed written statement explaining how the subject property is suitable for the proposed rezone and why the rezone would not be detrimental to surrounding land uses.

B. A map that shows address topography, streets, adjacent land uses, utilities and other pertinent factors that would justify the proposed rezone;

C. A detailed description of the proposed use for which the rezone is sought and how such action meets the decision criteria in BIMC 2.16.140;

D. A legal description of the property(ies) and tax lot number(s);

E. The names and addresses of all property owners; and

F. Any other materials the department or the reviewing body determines are required to adequately describe the proposal.

G. A completed SEPA checklist including supplemental sheet for nonproject actions.

Preapplication Conference

A. Basic Site Plan

B. Conceptual Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

C. Conceptual Utilities Plan

D. Site Assessment Review (SAR) or SAR Exemption

E. Design for Bainbridge checklist / worksheet

F. Additional requirements for preapplication review of Subdivisions

1. Lot area of each existing and resultant lot (BIMC 18.12.050.J)
2. Proposed covenants or restrictions
3. Site plan – additional requirements
   a. Separate sheets depicting existing and resultant conditions
   b. Zoning and Comprehensive Plan designation for subject and adjacent properties
   c. Shoreline upland / water environment for subject and adjacent properties
   d. Proposed method to meet fire flow requirements
   e. Names and locations of adjacent subdivisions;
   f. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.
   g. Show location of Natural Area fencing and/or signage
   h. Delineate Community Space, provide area calculation and proposed form of ownership
   i. Delineate and document Homesite Standards in BIMC 17.12.060 and Table 17.12.060-1
   j. Delineate and document Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1
4. Document the four-step design process identified in BIMC 17.12.030
5. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070, including BIMC Tables 17.12.060-1 and 17.12.070-1: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.
6. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.
7. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation

Reasonable Use Exception

A. Basic Site Plan

B. The terms, conditions, covenants, and agreements under which the subject property is bound, if any;

C. Critical Area Report. A critical areas report including mitigation plan, if necessary, prepared in accordance with applicable state and federal agency standards. Such studies shall be prepared in accordance with the requirements in BIMC 16.20.180 – Critical area reports by qualified professionals in the area of concern as provided in BIMC 16.20.190 – Definitions;

D. Any other relevant information and reports that are necessary, in the opinion of the director, to process and prepare the recommendation on the application, such as permit applications to other agencies and special studies;

E. State Environmental Policy Act (SEPA) checklist (if applicable)

F. Other plans and drawings deemed necessary by the director for evaluation of the merits of the proposal; and

G. A complete and detailed written statement of the reason(s) for requesting the reasonable use exception including a detailed description of how the proposal will meet the reasonable use exception criteria as defined in BIMC 16.20.080:

1. The application of Chapter 16.20 would deny all reasonable use of the property;
2. There is no reasonable alternative to the proposal with less impact to the critical area or its required buffer;
3. The proposal minimizes the impact on critical areas in accordance with mitigation sequencing (BIMC 16.20.030);
4. The proposed impact to the critical area is the minimum necessary to allow reasonable use of the property;
5. The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant, or of the applicant's predecessor, that occurred after February 20, 1992;
6. The proposed total lot coverage does not exceed 1,200 square feet for residential development;
7. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the property;
8. Any alterations permitted to the critical area are mitigated in accordance with mitigation requirements applicable to the critical area altered;
9. The proposal protects the critical area functions and values consistent with the best available science and results in no net loss of critical area functions and values;
10. The proposal addresses cumulative impacts of the action; and
11. The proposal is consistent with other applicable regulations and standards.

H. A copy of the pre-application conference summary letter.

Revision to a Land Use Permit

A revision is required when there are proposed changes to a project after the application has been submitted but has not been approved. This may arise due to differences between the original proposal and application submittals to actual field conditions, or the customer has changed their mind about an aspect of the project. In all cases, a revision to the existing permit must be submitted, reviewed and approved. Please check with your planner prior to submitting revisions: An intake appointment may be required. All submittal requirements applicable to the original application, including number of copies, are required for revisions. Revisions may be subject to additional fees.

A. Basic Site Plan
B. Utilities Plan (as applicable)
C. Landscape Plan (as applicable) with proposed landscaping as required by BIMC 18.15.010, including any required retention.
D. Revision documents that clearly identify the proposed change, including a description of the proposed change
E. Written description of the proposed change, including a detailed analysis of how the change complies with decision criteria of the application used in the first instance
F. Authorization of all owners of all lots involved in the change

Shoreline - Clearing Permit

A. Basic Site Plan, including:
    1. Species and location of trees or other vegetation proposed to be removed
    2. Size (dbh) of trees to be removed
    3. Area (square feet) of canopy coverage to be removed. Canopy coverage includes trees and shrubs.
    4. Erosion control methods, drainage information or plan, pursuant to BIMC 15.20

B. Supplemental materials, as applicable:
    1. Arborist report, for removal of hazard trees, or any vegetation removal within geologically hazardous areas or buffers/setbacks
    2. Geotechnical report, for any vegetation removal within geologically hazardous areas or buffers/setbacks

C. Replanting plan, including:
    1. Species, size, quantity, and location of trees or other vegetation proposed to be planted

Shoreline - Substantial Development Permit/Exemption, Variance, Conditional Use

A. Basic Site Plan, with the following additional information:

1. Location of Ordinary High Water Mark (OHWM);
2. Location of Shoreline Buffer;
3. Location of Shoreline Structure View Setback;
4. Shoreline dimensional setbacks;
5. Location of native vegetation and significant trees;
6. If structures have any attachments (e.g. deck, balcony, etc.), include elevation drawings and calculations of grade
7. For overwater structures or development: littoral boundaries and elevation drawings with tidal elevations development
8. For mooring buoys the following additional information:
   a. Location of proposed buoy with latitude and longitude coordinates and swing circle;
   b. Location of surrounding buoys, floats, or docks;
   c. Distance measurement of proposed buoy to surrounding buoys, floats, or docks.

B. No Net Loss Documentation

All shoreline development, use and activities, regardless of whether a permit is required, must result in no net loss of ecological functions and processes necessary to sustain shoreline resources. To demonstrate that the no net loss standard is met, and applicant must either submit with application:

1. The Single-Family Residence Mitigation Manual checklist and supporting documents or
2. A Site-specific Analysis that is completed by a qualified professional.

C. Narrative explaining how the project meets the decision criteria in BIMC 2.16.165

D. Additional Documents

Depending on existing site conditions and proposed development activities, your application may require additional reports and/or studies to identify and assess potential project impacts. These include:

1. Wetland delineation and categorization (See BIMC 16.12.060.L)
2. Geotechnical Report (See BIMC 16.12.060.K)
3. Bluff Management Plan (See BIMC 16.12.060.K)
4. Utilities Plan
5. Site Assessment Review (SAR) or SAR Exemption
6. State Environmental Policy Act (SEPA) Checklist
7. Shoreline Stabilization Projects have additional submittal requirements listed in the City's Shoreline Master Program Section 6.2.10

8. For Mooring Buoys, the following additional information:
    a. Cross-Sectional View Worksheet
    b. Proof of submittal of site plan with latitude and longitude coordinates, vicinity map, and cross-sectional view worksheet to the Suquamish Tribe. A copy of notification e-mail sent to Alison O'Sullivan, Biologist, Suquamish Tribe is acceptable (aosullivan@suquamish.nsn.us).
    c. Name and contact information of the diver/biologist qualified to install an embedment style anchor
        i. An aquatic vegetation dive survey is required if a surface style anchor is proposed (Concrete block, Danforth, etc.)
    d. Signed copy of Attachment E: Aquatic Use Authorization on Department of Natural Resources (DNR)- managed aquatic lands. This form must be submitted to and signed by DNR prior to making application to the City. Please note that Attachment E is not required for buoys that are proposed to be installed on privately held tidelands.
    e. Attachment E must include DNR signature at time of submittal to the City to verify that DNR has been notified of the proposed buoy location. Attachment E is submitted to DNR along with a Joint Aquatic Resources Permit Application (JARPA). Attachment E and the JARPA form can be found here: https://www.epermitting.wa.gov/site/alias__resourcecenter/9978/default.aspx Depending on the location of the buoy, your application may require additional submittal documents, including State Environmental Policy Act (SEPA) Checklist (required only if placement location is not on DNR leased land)

Sign Permit

A. Basic Site Plan
    1. Position of buildings
    2. Landscaped areas
    3. Sign configuration
    4. Sign size
    5. Sign elevation
B. Sign Permit Worksheet
C. Drawing or photo of proposed sign(s) including dimensions and height above ground.
D. Engineering specifications (if applicable).

Site Plan and Design Review (Major & Minor)

A. Basic Site Plan
B. Utilities Plan
C. Site Assessment Review (SAR) or SAR Exemption
D. Landscape Plan
E. Preapplication conference summary (if applicable)
F. Public participation meeting summary (if applicable)
G. State Environmental Policy Act (SEPA) checklist (if applicable)
H. Terms, conditions, covenants, and agreements under which the subject property is bound
I. Traffic analysis (if applicable)
J. Design for Bainbridge checklist / worksheet
K. Narrative: A complete and detailed written statement describing the proposal, including:
    1. Intended use of the land
    2. Phasing, including the phasing of on- and off-site improvements
    3. Sequence and timing of the proposed development
    4. Proposed land ownership
    5. Commercial and residential components of the project
    6. Addressing the decision criteria per BIMC 2.16.040 E
L. Documentation of Kitsap Public Health District Concurrent Review, if not on public sewer and water;
M. Non-binding Water and Sewer availability letters (availability and phasing of system extensions)
N. The terms, conditions, covenants, and agreements under which the subject property is bound, if any;
O. Architectural drawings, including floor plans, uses, building elevations, building sections, and roof plans;
P. Description of proposed stormwater management system and maintenance and operation. See also Utilities Plan.
Q. Description of any facilities planned for public dedication, e.g. sewage disposal system, roads, non-motorized facilities, utility lines and facilities, parks.
R. Any other graphic materials required to adequately describe how the proposal meets specific regulations and guidelines, such as color palettes, material boards, and computerized models;
S. For installation of outdoor lighting fixtures, evidence of compliance with the requirements of chapter 18.15.040, Outdoor Lighting, on the architectural elevations or on a form provided by the department of planning and community development.
T. A survey may be required depending on project complexity

Subdivision – Preliminary (Short/ Long /Large Lot)

A. Basic Site Plan

B. Utilities Plan

C. Site Assessment Review (SAR) or SAR Exemption

D. Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

E. Preliminary Plat

1. Conventional scale and prepared by a surveyor licensed in the State of Washington
2. Separate sheets depicting existing conditions and resultant conditions
3. Zoning and Comprehensive Plan designation
4. Shoreline upland and water environment designations
5. Proposed method to meet fire flow requirements
6. Names and locations of adjacent subdivisions
7. Gross lot size (in square feet) of each existing and resultant lot
8. Lot area of each existing and resultant lot / tract (BIMC 18.12.050.J)
9. Delineate required critical areas, their buffers and setbacks along with any proposed modifications
10. Aquifer Recharge Protection Area: Clearly show the extent of native vegetation areas. Delineate the ARPA, 12,500 square foot development areas, and show the area calculations. Document the ARPA development standards in BIMC 16.20.100.D.
11. Delineate primary and secondary Natural Areas, provide area calculations for each and proposed form of ownership. Identity the functional characteristics of each Natural Area type in BIMC 17.12.050.A.2.a. i-iii and b. i. – vii.
12. Show location of Natural Area fencing and/or signage
13. Delineate Community Space, provide area calculation and proposed form of ownership
14. Delineate and document Homesite Standards in BIMC 17.12.060 and Table 17.12.060-1
15. Delineate and document Subdivision Standards in BIMC 17.12.070 and Table 17.12.070-1

F. Design for Bainbridge checklist/worksheet

G. Document the four-step design process identified in BIMC 17.12.030

H. Document requested departures from subdivision standards contained in BIMC 17.12.060 and 17.12.070, including BIMC Tables 17.12.060-1 and 17.12.070-1: Address consistency with general purpose of intent of the subdivision chapter, the intent of the four-step design process, and the specific standard from which the departure is requested.

I. Identify Island-Wide Transportation Plan and City of Bainbridge Island Design and Construction Standards. Document requested deviations.

J. Depict views of proposed houses from exterior roads and abutting properties vis-à-vis natural topography and existing vegetation

K. State Environmental Policy Act (SEPA) checklist (if applicable)
L. Preapplication conference summary letter
M. Perimeter lot closures for each existing and resultant lot
N. Title report dated not more than six months prior to application
O. Property legal description
P. Draft Natural Area and/or Community Space Management Plan, including maintenance plan and allowed uses for each area type
Q. Existing and proposed terms, conditions, covenants, and agreements on the subject property (e.g. road maintenance agreement)
R. Non-binding water and sewer availability letters (for public water / sewer) for each lot
S. Traffic impact analysis/application for traffic concurrency or concurrency statement
T. Other technical reports (as applicable):
    a. Wetland delineation and report or wetland determination
    b. Geotechnical report/assessment
    c. Shoreline Site Specific Analysis
    d. DNR Forestry permit
    e. Habitat Management Plan
U. Other special submittal requirements identified in the pre-application conference summary

Subdivision - Alteration (Short/ Long /Large Lot)

A. Proposed plat alteration
B. Narrative including a description of the proposed change and a detailed analysis of how the change complies with decision criteria of the application used in the first instance
C. A copy of the existing final plat
D. A copy of the natural area / community space / open space management plan, as applicable

Subdivision - Plat Utility Approval (Short/ Long /Large Lot)

Plat utility standards for civil improvements are found in the City of Bainbridge Island Design and Construction Standards Manual. Please review the specific requirements with the assigned City project engineer for large/complex projects.

A. Construction Plans

Plans must be full-scale drawings on 24-inch by 36-inch paper with margins which are set to provide half-scale drawings on 11-inch x 17- inch paper. Two copies of the construction plan set are required. A digital set in PDF or TIFF format must also be submitted with application.

On-site plans for private property improvements must have a vertical scale of one inch equals five feet and a horizontal scale of one inch equals 50 feet. Profiles may be drawn on plan sheets.

Off-site plans for public improvements (i.e. water, sewer, storm drainage, and streets) shall have a vertical scale of one inch equals five feet and a horizontal scale of one inch equals 40 feet. All off-site plans shall have the corresponding plan/profiles on the same sheet.

See also land use standards for plan requirements (e.g. Aquifer Recharge Protection Areas).

General Plan Requirements:

- ☐ North must be up or to the left on plans, and north must not be shown in a different orientation on the same or connecting sheets.
- ☐ Vicinity map of approximately one square mile with the project site centered scaled one inch = 1000 feet. A scale at least one inch long must be on the map. A north arrow must be on the map and the site address must be below the map.
- ☐ City datum with City-established benchmark (BM) number and elevation. BM information is available from the city's right-of-way specialist.
- ☐ A detailed description of the site, including lot number, quarter section, township and range, unless otherwise noted by the City Engineer.
- ☐ Current zoning of site and of adjacent properties
- ☐ Lot size(s) with perimeter distances and bearings of the site shown on the plan
- ☐ Project name in the title block
- ☐ Owner/developer name, address, and phone number in the title block
- ☐ Design engineer's name, address, and phone number in the title block
- ☐ Boundary and topographic survey of existing conditions with a contour interval of no less than five feet (no less than 10 feet for Large Lot Subdivisions)
- ☐ Clearly identify and dimension existing and proposed rights-of-way and easements. Show Kitsap County recording numbers for all existing easements.
- ☐ All pertinent existing and finish elevations
- ☐ Existing natural drainage ways (e.g. swales, ditches) and flow path with arrows and elevations
- ☐ Lakes, rivers, streams, flood plains, wetlands, sensitive slopes, and other sensitive areas
- ☐ Limits and elevations of 100-Year floodplain with floodway and flood fringe delineated
- ☐ General plan notes consistent with the Standards shall be shown on the plan

Individual Plan Sheet Requirements:

Plans may be incorporated on the same sheet where clarity is not affected.

- ☐ Preliminary conditions of approval
- ☐ Grading, Drainage, and Erosion and Sediment Control (GDESC) Plan
- ☐ Street plan or plat road plan
- ☐ Parking plan
- ☐ Utility plan (water, sewer, and dry/franchise utility location and coordination)
- ☐ Significant tree/tree retention plan
- ☐ Open space management plan, where applicable
- ☐ Landscaping plan

B. Reports and Supporting Documentation/Calculations

- ☐ Stormwater management report consistent with BIMC 15.20 and the current adopted Stormwater and Low Impact Development manuals.
- ☐ Drainage design calculations.
- ☐ Soil logs and infiltration rate determination, where applicable.
- ☐ Geotechnical report, where applicable.
- ☐ Domestic (multi-family), commercial and fire flow calculations.
- ☐ Sewer conveyance calculations.

C. Facilities (Water, Sewer, Storm Water and Streets) Extension Agreement Application

The extension agreement application shall be completed by the owner and submitted with the applicable processing fee consistent with BIMC 13.32.

- ☐ Application shall indicate whether a latecomer reimbursement will be requested.
- ☐ Drawings shall be submitted showing generally the proposed location, type, and size of the utility or street improvements.

Subdivision - Final (Short/ Long /Large Lot)

A. Plat Utilities Plan (engineered drainage plan / report or minor plan as applicable)

B. Landscape Plan (as applicable). Proposed landscaping as required by BIMC 18.15.010, including any required retention.

C. Final terms, conditions, covenants, and agreements (e.g. Natural / Community Space Management Plan, road maintenance agreement)

D. Statement of compliance listing the plat conditions and how each condition is met

B. Perimeter lot closures for each existing and resultant lot

C. Title report dated not more than six months prior to application

D. Binding water and sewer availability letters (for public water/sewer) for each lot

E. Final Plat, as modified by conditions of approval

1. Applicable plat conditions of approval
2. Ties to permanent monuments
3. Controlling reference points or monuments
4. Bearing and length of lines
5. Origin of meridian or basis of bearings
6. Surveyor's certificate signed by the surveyor who prepared the final plat: *"I,_____registered as a professional land surveyor by the State of Washington, certify that this Subdivision is based on an actual survey of the land described herein, conducted by me or under my supervision, during the period of ___, 20__, through____, 20__ , that the distances, courses, and angles shown hereon correctly; and the lot corners have been staked on the ground as depicted hereon."*
7. Disclaimer regarding road maintenance: *"Responsibility and expense for maintenance of streets serving lots within this short plat/subdivision shall rest with the lot owners unless such roads have been accepted by the City."*
8. If plat improvements are assured, a prominent note on the face of the final plat: *"The lots created by this plat are subject to conditions of an assurance device held by the City for the completion of certain necessary facilities. Building permits may not be issued and/or occupancy may not be allowed until such necessary facilities are completed and approved by the City. All purchasers shall satisfy themselves as to the status of completion of the necessary facilities."*
9. Signature and date lines for the City Planning Director
10. Signature and date lines for the Health District (N/A for short plats)
11. County Treasurer and Auditor signature blocks
12. Declaration regarding further subdivision: *"Land in a short subdivision may not be further divided through a short plat within a period of five years recording the final short without meeting the standards of and being reviewed as a long subdivision."*
13. Estimate approved by the City for financial assurance of plat improvements (if applicable)

Tree Removal/Vegetation Maintenance Permit

A. Basic Site Plan
B. Trees and vegetation proposed to be removed (also show on Basic Site Plan)
C. Size (diameter breast height [dbh]) of trees to be removed (Required only for commercial, institutional, multifamily, and mixed-use development and any properties in Mixed Use Town Center, High School Road, R-2.9, R-3.5 and R-4.3 zones. Also show on Basic Site Plan)
D. Site Assessment Review (SAR) or Exemption (if applicable)
E. Erosion control methods, drainage information or plan, pursuant to BIMC 15.20 (if applicable).
F. Planting plan (see Landscape Plan section above) if tree removal brings a property below applicable tree unit requirements (see BIMC Section 18.15.010.G) or is proposed within required vegetation areas (e.g. landscape buffers, no-cut buffers), or any other trees required to be retained through an approved land use permit. Planting plan should ensure that property continues to meet any applicable tree requirements.

Variance – Zoning (Major & Minor)

A. Basic Site Plan
B. State Environmental Policy Act (SEPA) checklist (if applicable)
C. Terms, conditions, covenants, and agreements under which the subject property is bound
D. Narrative – A complete and detailed written statement describing the proposal, including:
    1. Reason for the variance request
    2. Detailed description of how the proposal will meet the decision criteria
    3. Visual impacts of proposed structures, including proposed screening

Wireless Communication Facility Permit (WCF)

Permit procedures for wireless communication facility permits are detailed in BIMC 18.10.

A. Basic Site Plan
    1. Additional requirements
        a. Location, elevation and dimensions of existing facility components
        b. Location, elevation and dimensions of proposed facility components
        c. Existing and proposed site grade
        d. Area of ground disturbance for construction activities
        e. Primary viewshed of the proposed WCF
        f. Proposed height
        g. Coverage area at proposed height (may be inset map or on separate sheet)
        h. Inventory of WCF sites in or within a one mile radius of the City that are operated by the applicant

B. Landscape Plan
    1. Additional landscape plan information required:
        a. Type and location of vegetation screen of WCF components in viewshed context
        b. Height of vegetation screen at maturity (e.g. monopole/tower 2/3 height screening)
        c. Type and location of topographic or structural screening (e.g. wall, fencing)
        d. WCF paint/camouflage color scheme in viewshed context
        e. Security fencing height, vegetation screening and paint/camouflage screening

C. Detail Drawing
    1. Antenna
    2. Support structure and any protrusion from the support structure
    3. Transmission device
    4. Equipment shelter

D. Photo/visual simulations of the proposal from affected properties and public rights-of-way at varying distances

E. Narrative
    1. An explanation of the need for the proposed WCF
    2. Location priority analysis (e.g. co-location vs. commercial building)
    3. Height and design of WCF sites in or within one mile of the City
    4. Impact of proposal on existing restrictions or requirements (e.g. Conditional Use Permit, Site Plan and Design Review Permit)
    5. Feasibility of underground location for equipment facilities
    6. Equipment noise evaluation (e.g. dB at nearest property line)

F. Documentation verifying that the proposed WCF complies with Federal Communications Commission and Federal Aviation Administration regulations

G. Copy of documentation regarding existing restrictions or requirements (e.g. Conditional Use Permit, Site Plan and Design Review Permit)

H. Additional information required for:

1. Tower modification
    a. Structural engineering report demonstrating the modification complies with applicable construction/electrical/safety codes including:
        i. number and types of antennas the tower can support
        ii. basis for capacity calculation
        iii. statement that the proposal complies with applicable FCC guidelines and standards
2. Base station modification
    a. Structural engineering report demonstrating the modification complies with applicable construction/electrical/safety codes
3. Applications for facilities other than Facility I or II
    a. Documentation of efforts to co-locate on existing facilities

I. If all or a portion of the WCF will be located upon a city-owned structure, or upon non-right-of-way property which is either city-owned or city-leased, the applicant shall be required to enter into a lease agreement with the city for the use of the city property.

J. A Master Permit, consistent with Chapter 19.02 and 19.04 BIMC, if all or a portion of the WCF will be located in the right-of-way.

Wireless Eligible Facilities Request Permit (EFR)

Permit procedures for wireless eligible facilities request permits are detailed in BIMC 18.11.

1. An assertion that the proposed facilities modification is subject to review under Section 6409 of the Spectrum Act.
2. An evaluation of the substantial change criteria as found in BIMC 18.11.010.K.
3. Copies of any environmental documents required by any federal agency. These shall include the environmental assessment required by 47 C.F.R. Part 1 (Part 1 – Practice and Procedure), Section 1.1307, as amended, or, in the event that an FCC environmental assessment is not required, a statement that describes the specific factors that obviate the requirement for an environmental assessment.
4. If the applicant is not the owner or person in control of the eligible support structure and/or site: An attestation that the owner or person in control of the eligible support structure and/or site has consented to the proposed facilities modification. If the eligible support structure is located in a public right-of-way, the applicant must also attest that applicant has authorization to install, maintain and operate transmission equipment in, under, and above the public right-of-way.
5. A request involving co-location of transmission equipment or the replacement of transmission equipment: Complete copies of the underlying land use approvals for siting of the tower or base station proposed to be modified, establishing that, at the time of submittal of the application, such tower or base station constituted an eligible support structure.

6. A request that will result in an increase in height of the eligible support structure: Record drawings, as-built plans, or the equivalent, showing the height of the eligible support structure (a) as originally constructed and granted approval by the city or other applicable local zoning or similar regulatory authority; or (b) as of the most recent modification received by the city, or other local zoning or regulatory approval, prior to the passage of the Spectrum Act, whichever height is greater.
7. A request to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting restrictions or requirements imposed by a reviewing official or decision-making body pursuant to authority granted under the city code, or an ordinance or a municipal code of another local government authority: A copy of the document (e.g., CUP or SUP) setting forth such preexisting restrictions or requirements together with a certification that the proposed facilities modification conforms to such restrictions or requirements; provided, that such certification shall have no application to the extent the proposed facilities modification relates solely to an increase in height, increase in width, addition of cabinets, or new excavation, that does not result in a substantial change in the physical dimensions of the eligible support structure.
8. A request to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting concealment restrictions or requirements, or was constructed with concealment elements: Applicant shall set forth the facts and circumstances demonstrating that the proposed modification would not defeat the existing concealment elements of the eligible support structure. If the proposed modification will alter the exterior dimensions or appearance of the eligible support structure, applicant shall include a detailed visual simulation depicting how the eligible support structure will appear after the proposed modification is complete. The visual simulation shall depict to scale the eligible support structure in relation to the trees, landscaping and other structures adjacent to, or in the immediate vicinity of, the eligible support structure.
9. A request that will protrude from the edge of a nontower eligible support structure: Record drawings, as-built plans, or the equivalent, showing at a minimum the edge of the eligible support structure at the location of the proposed modification.
10. A request to an eligible support structure that will (a) include any excavation; (b) would result in a protrusion from the edge of a tower that exceeds an existing protrusion of any transmission equipment attached to a tower; or (c) would protrude from the edge of a nontower eligible support structure: A description of the boundaries of the site together with a scale drawing based on an accurate traverse, with angular and lineal dimensions, depicting the boundaries of the site in relation to the tower or base station proposed to be modified and depicting the proposed location, elevation and dimensions of the new or replacement transmission equipment. The city may require a survey by a land surveyor licensed in the state of Washington when, in the judgment of the approval authority, a survey is reasonably necessary to verify the boundaries of the site to determine if the proposed facilities modification would result in a substantial change in the physical dimensions of the eligible support structure.

11. A request to the eligible support structure that includes hardening through structural enhancement: A technical report by a qualified engineer accredited by the state of Washington, demonstrating that the structural enhancement is performed in connection with and is necessary to support the proposed co-location, removal, or replacement of transmission equipment and conforms to applicable code requirements. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of necessity.
12. A request that proposes a modification to a tower: A stamped report by a Washington State-registered professional engineer demonstrating that the tower with the proposed modifications will comply with applicable structural, electrical, and safety codes, including by way of example, and not limitation, EIA/TIA-222-Revision G, published by the American National Standards Institute (as amended), allowable wind speed for the applicable zone in which the tower is located, and describing the general structural capacity of the tower with the proposed modifications, including:
    a. The number and type of antennas that can be accommodated;
    b. The basis for the calculation of capacity; and
    c. A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of compliance.
13. A request to a base station: A stamped report by a Washington State-registered professional engineer demonstrating that the base station, with the proposed modifications, will comply with applicable structural, electrical, and safety codes.
14. A request requiring alteration to the eligible support structure, excavation, installation of new equipment cabinets, or any other activities impacting or altering the land, existing structures, fencing, or landscaping on the site: A detailed site plan and drawings, showing the true north point, a graphic scale and, drawn to an appropriate decimal scale, indicating and depicting:
    a. The location, elevation and dimensions of the existing eligible support structure;
    b. The location, elevation and dimensions of the existing transmission equipment;
    c. The location, elevation and dimensions of the transmission equipment, if any, proposed to be co-located or that will replace existing transmission equipment;
    d. The location, elevation and dimensions of any proposed new equipment cabinets and the intended use of each;
    e. Any proposed modification to the eligible support structure;
    f. The location of existing structures on the site, including fencing, screening, trees, and other significant site features; and
    g. The location of any areas where excavation is proposed showing the elevations, depths, and width of the proposed excavation and materials and dimensions of the equipment to be placed in the area excavated.

Small Wireless Facility Permit (SWF)

Permit procedures for small wireless facility permits are detailed in BIMC 19.10.

1. A Master Permit, consistent with Chapter 19.02 and 19.04 BIMC, if the proposed facilities are located in the right-of-way.
2. Associated Permit(s). Applications or check lists required under the Critical Areas, Shoreline, or SEPA ordinances. Applications for deployment of small wireless facilities in Design Zones or for new poles shall comply with the requirements in BIMC 18.10A.060.
3. Specific locational information including GIS coordinates of all proposed small wireless facilities and specify where the small wireless facilities will utilize existing, replacement, or new poles or towers, existing buildings, or other structures. Ground mounted equipment (if authorized pursuant to Chapter 18.10A BIMC), conduit, junction boxes, and fiber and electrical connections necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Detailed schematics and visual renderings of the small wireless facilities, including engineering and design standards, shall be provided by the applicant. The application shall have sufficient detail to identify:
   (a) The location of overhead and underground public utility, telecommunication, cable, water, adjacent lighting sewer drainage and other lines and equipment within 50 feet of the proposed project area (which the project area shall include the location of the fiber source and power source). Further, the applicant shall include all existing and proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 50 feet from the proposed project area.
   (b) The specific trees, structures, improvements, facilities, lines and equipment, and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate and a landscape plan for protecting, trimming, removing, replacing, and restoring any trees or areas to be disturbed during construction.
   (c) The construction drawings shall also include the applicant's plan for electric and fiber utilities, all conduits, cables, wires, handholes, junctions, meters, disconnect switches and any other ancillary equipment or construction necessary to construct the small wireless facility, to the extent to which the applicant is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements. Where another party is responsible for installing such electric and fiber utilities, conduits, cables, and related improvements, applicant's construction drawings will include such utilities to the extent known at the time of application, but at a minimum applicant must indicate how it expects to obtain fiber and electric service to the small wireless facility.
   (d) Compliance with the aesthetic requirements of BIMC 18.10A.050.

4. Written approval from the owner of any pole or structure for the installation of its small wireless facilities on such pole or structure. To extent that the pole or structure is not owned by the applicant, the applicant shall demonstrate in writing that they have authority from the pole owner to install the small wireless facility on the pole or structure. Such written approval shall include approval of the specific pole, engineering and design standards, as well as assurances that the specific pole can withstand wind and seismic loads, from the pole owner, unless the pole owner is the City. Submission of the lease agreement between the pole owner and the applicant is not required. If the proposed small wireless facility is not within the rights-of-way, the applicant must provide written approval from the property owner. For city-owned poles or structures, the applicant must obtain a lease from the City prior to or concurrent with the small wireless permit application and must submit as part of the application the information required in the lease for the City to evaluate the usage of a specific pole.
5. Sworn affidavit signed by an RF Engineer with knowledge of the proposed project affirming that the small wireless facilities will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small wireless facility will operate. If facilities which generate RF radiation necessary to the small wireless facility are to be provided by a third party, then the small wireless permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation. The applicant may provide one emissions report for the entire small wireless deployment if the applicant is using the same small wireless facility configuration for all installations within that batch or may submit one emissions report for each subgroup installation identified in the batch.
6. Proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.
7. A professional engineer licensed by the State of Washington shall certify in writing, over his or her seal, that the construction plans of the small wireless facilities and the antenna support structure or pole and foundation are designed to reasonably withstand typical loading requirements as well as wind and seismic loads.
8. Proof of a valid Bainbridge Island business license.
9. Such other information as the Director, in his/her discretion, shall deem appropriate to effectively evaluate the application based on technical, engineering, and aesthetic considerations.

Zoning Verification Letter

A. Property location – 14-digit parcel number or site address
B. Any known previously approved land use applications or permits.
C. List of specific questions.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (9:20 PM) Resolution No. 2019-30 Relating to Clean Fuel Standard Endorsement - Councilmember Peltier,

SUMMARY:
At the November 5, 2019 Special City Council Study Session, Councilmember Peltier proposed adoption of the attached resolution relating to clean fuel standards.

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

RECOMMENDED MOTION:
I move to forward Resolution No. 2019-30 for approval with the December 10, 2019 Consent Agenda.

STRATEGIC PRIORITY: Green, Well-Planned Community

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Resolution 2019-30 Relating to Clean Fuel Standards

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2019-30

A RESOLUTION of the City Council of Bainbridge Island, Washington, urging the adoption of a Clean Fuel Standard, in order to reduce climate and air pollution by establishing carbon intensity limits for transportation fuels sold in Washington, creating local economic development opportunities by investing in clean, locally produced transportation fuels.

WHEREAS, Bainbridge Island recognizes the need to preserve a safe, healthy environment and a stable climate for our children and future generations of Washingtonians; and

WHEREAS, climate change is the paramount challenge of our generation and has catastrophic long-term consequences for our economy, environment, and public health and safety in the City of Bainbridge Island; and

WHEREAS, residents of Bainbridge Island and the state of Washington are already experiencing the harmful impacts of climate change, including more extreme rainfall events, increased drought and flood risk, sea level rise, more-frequent heat events, and smoke from increasingly severe wildfires; and

WHEREAS, the transportation sector is responsible for 46% of Washington's greenhouse gas emissions; and

WHEREAS, gasoline and diesel used in transportation are responsible for nearly two-thirds of the Puget Sound region's air pollution, which health professionals link directly to asthma, lung cancer, and other respiratory diseases, lost work days, and premature death; and

WHEREAS, over 600,000 Washingtonians live with asthma and thousands more suffer from upper respiratory illnesses and diseases caused, in part, by air pollution; and

WHEREAS, approximately 1,100 people die each year in Washington due to air pollution; and

WHEREAS, people with lower incomes and communities of color disproportionately face greater risks and pay more for climate impacts and pollution; and

WHEREAS, Bainbridge Island supports policies that provide consumers with affordable, clean, more efficient, and healthier transportation fuel choices; and

WHEREAS, dependence on a global oil market leads to highly volatile fuel prices, few clean fuel choices, and costs Washingtonians billions of dollars; and

WHEREAS, Washington has the 2nd least expensive electricity in the nation and the greatest opportunity for fuel cost savings from using electricity as a transportation fuel; and

WHEREAS, Washingtonians spend $9 billion annually on gasoline and diesel, while many of our locally produced clean fuels are shipped to other states that already have a Clean Fuel Standard; and

WHEREAS, air pollution results in direct and indirect costs for citizens, businesses and state health care institutions approaching $190 million each year; and

WHEREAS, a technical analysis commissioned by the Puget Sound Clean Air Agency projected savings of up to $45M from avoided mortality from air pollution, and found that the Puget Sound region would continue to grow by 330,000 jobs by 2030 with a Clean Fuel Standard; and

WHEREAS, a report commissioned by the Washington Office of Financial Management projects that a Clean Fuel Standard in Washington would create up to 15,000 local jobs in the electrification industry and in the production of clean fuels from the agricultural, dairy, waste and forestry sectors; and

WHEREAS, Bainbridge Island is planning for smarter land use, making significant investments in transit, taking steps towards fleet electrification, and supporting green building requirements; and

WHEREAS, Bainbridge Island and Washington state's climate change goals cannot be met without significant reductions in carbon emissions from the transportation sector, which requires regional and state policies to support rapidly replacing gasoline and diesel with cleaner fuels, such as electricity, biofuels, and renewable natural gas; and

WHEREAS, a Clean Fuel Standard for the Puget Sound region that requires refineries and fuel importers to achieve a 25% carbon intensity reduction by 2030 will cut approximately three million tons of carbon pollution annually, and a statewide standard requiring a 20% reduction by 2035 will cut approximately five million tons of carbon pollution annually; and

WHEREAS, Oregon, California and British Columbia all have successful Clean Fuel Standard programs in place today, making Washington the last west-coast jurisdiction without one; and

WHEREAS, a Clean Fuel Standard is supported by a broad coalition of diverse groups including public health organizations, cities, counties and local elected officials, large and small businesses, automobile manufacturers, clean energy businesses, and science and medical professionals.

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

The City Council of Bainbridge Island urges the Puget Sound Clean Air Agency and the Washington State Legislature to adopt a Clean Fuel Standard as an essential component of Bainbridge Island's commitment to reducing harmful air pollution; protecting Washingtonians' health and the well-being of our children; promoting clean energy deployment and investing in our local economy; and achieving greenhouse gas reductions to maintain a stable climate for our future.

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

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

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: November 22, 2019
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-30

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (9:30 PM) Agenda Bill for Consent Agenda,

SUMMARY: Consider approval of the following Consent Agenda items:

B. Accounts Payable and Payroll
C. City Council Special Meeting Minutes, November 5, 2019
D. City Council Regular Business Meeting Minutes, November 12, 2019
E. Public Safety Committee Recommendation on Committee Changes
F. Ordinance No. 2019-37, Authorizing Local Sales Tax to Support Affordable and Supportive Housing
G. Lodging Tax Advisory Committee (LTAC) 2020 Funding Recommendations
H. Ordinance No. 2019-30, Updating Pass-Through Fee from Retailers to Customers Requesting Bags
I. Ordinance No. 2019-35, Relating to Business and Occupation Taxes (B&O) Changes
J. 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
K. Second Amendment to the Interlocal Agreement with Kitsap County Sheriff's Office for the Incarceration of City Prisoners
L. West Sound Stormwater Outreach Group Interlocal Agreement
M. Legal Services Agreement with Kitsap County Prosecuting Attorney's Office for 2020
N. Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, for Hearing Examiner Services
O. Amendment No. 2 to the Contract for Indigent Defense Services

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 26, 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 11-27-19.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 11 - 20 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	11/20/2019	46361 - 46490	Regular check run (Direct Dep)	322,405.11
Normal	11/20/2019	109190 - 109193	Regular check run (Paper Checks)	5,491.01
Vendor	11/20/2019	109194 - 109203	Vendor check run (Paper Checks)	131,742.64
EFTPS	11/20/2019	N/A	Federal Tax Electronic Transfer	117,990.59
Vendor	11/20/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	**577,866.85**

Prepared and Reviewed by: Brenda Landolt Date 11-19-19
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 11/19/19
Kimberly M. Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

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

Last check from previous run: 352092 dated 11/13/19 issued to Leon Rattler for $100.00.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	11/13/19	352023	POL/Grey Chevrolet/Void for reprint to include credit	N/A
Manual	11/13/19	352093	US Bank/Credit card purchases - October 2019	20,517.58
Manual	11/13/19	352094	FIN&PCD/AT&T/Fax long distance	45.08
Manual	11/13/19	352095	PW/Bainbridge Disposal/Commons disposal services	263.27
Manual	11/13/19	352096	Verizon/Citywide phone services	3,780.00
Manual	11/13/19	352097	CenturyLink/Citywide telemetry services	1,304.06
Manual	11/13/19	352098	EX/Good to Go!/Tolls	10.80
Manual	11/13/19	352099	PW/Johnson Controls/City Hall panic alarm replacement	3,132.16
Manual	11/13/19	352100	Puget Sound Energy/Citywide utilities - October 2019	29,199.69
Manual	11/13/19	352101	CRT/Rolling Bay Commercial Properties/November rent	4,115.00
Manual	11/14/19	352102	EX/Helpline House/Emergency rental assistance	19,110.00
Manual	11/14/19	352103	CRT/Toshiba/Copier lease	188.58
Manual	11/15/19	352104	PW/COBI/Retainage: Dave Ullin buoy replacement	1,175.00
Manual	11/15/19	352105	PW/Norwest Marine/Dave Ullin buoy replacement	24,440.00
Manual	11/18/19	352106	PW/COBI/Retainage: WFP dock pay station	34.74
Manual	11/18/19	352107	PW/Henden Electric/WFP dock pay station	312.66
Manual	11/18/19	352108	Roost Land Co/24 ERUs	36,000.00
			Total Manual Checks and Electronic Disbursements	**143,628.62**
Regular Run	11/27/19	352109-352221	**Total Regular Check Run**	**658,808.82**
			Total Disbursements	**802,437.44**
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.

Karl R. Shaw 11-20-2019

Karl R. Shaw, Accounting Manager — Date

VOID CF 11/7/19

KRS 11-7-19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
352023	11/13/2019	VOID	6765 GREY CHEVROLET	235439	6086768	10/15/2019			-480.30
Invoice: 6086768						POL/VEH 224 MAINT			
				-480.30	53011212 548100	POLICE - C/E PATROL MAINTENANC			

CHECK 352023 TOTAL: -480.30

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -480.30

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	480.30

*** GRAND TOTAL *** -480.30

In reviewing statements it was discoverd that we have an unused credit. Check payment had recently been produced (without credit). Since we only use this vendor sporadically I felt it best to void & push to next check run in order to include credit.

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 11 72									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE				480.30
11/13/2019	352023	VOID			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			480.30	
11/13/2019	352023	VOID			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			480.30	480.30
APP 631-130000					DUE TO/FROM CLEARING				480.30
11/13/2019	11/10/19	VOID							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			480.30	
11/13/2019	11/10/19	VOID							
					SYSTEM GENERATED ENTRIES TOTAL			480.30	480.30
					JOURNAL 2019/11/72 TOTAL			960.60	960.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	72	11/13/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING	480.30	
001-213000			GENERAL - ACCOUNTS PAYABLE		480.30
			FUND TOTAL	480.30	480.30
631 CLEARING FUND	2019 11	72	11/13/2019		
631-130000			DUE TO/FROM CLEARING		480.30
635-111100			CASH	480.30	
			FUND TOTAL	480.30	480.30

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		480.30
631	CLEARING FUND	480.30	
	TOTAL	480.30	480.30

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

US Bank - Oct 19

CF 11/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
352093	11/13/2019	PRTD	7314 US BANK	235591	10/10/19-CB	10/25/2019		USBOCT19	2.75
Invoice: 10/10/19-CB					EXCC/KC METRO/BUS FARE				
				2.75	36011143 443410 CLERK-GF-TRAINING				
				235592	10/10/19-CB-A	10/25/2019		USBOCT19	2.75
Invoice: 10/10/19-CB-A					EXCC/KC METRO/BUS FARE				
				2.75	36011143 443410 CLERK-GF-TRAINING				
				235593	09/26/19-BB	10/25/2019		USBOCT19	65.56
Invoice: 09/26/19-BB					POL/SINGER'S GAS STATION/FUEL				
				65.56	51011214 443410 PD-C/E-ADMIN-TRAINING				
				235594	09/25/19-BB	10/25/2019		USBOCT19	39.40
Invoice: 09/25/19-BB					POL/MARCUS WHITMAN HOTEL/SNACK: BB				
				39.40	51011214 443410 PD-C/E-ADMIN-TRAINING				
				235595	09/26/19-BB-A	10/25/2019		USBOCT19	44.65
Invoice: 09/26/19-BB-A					POL/WSDOT/FERRY				
				22.33	51011214 443410 PD-C/E-ADMIN-TRAINING				
				22.32	51011120 443410 PD-CLERKS-TRAINING				
				235596	09/26/19-BB-B	10/25/2019		USBOCT19	6.77
Invoice: 09/26/19-BB-B					POL/EXPRESS MART/SNACKS				
				6.77	51011214 443410 PD-C/E-ADMIN-TRAINING				
				235597	09/26/19-BB-C	10/25/2019		USBOCT19	345.79
Invoice: 09/26/19-BB-C					POL/MARCUS WHITMAN HOTEL/LODGING: LC				
				345.79	51011191 443410 PD-C/E-PROP RM-TRAINING				
				235598	09/26/19-BB-D	10/25/2019		USBOCT19	318.75
Invoice: 09/26/19-BB-D					POL/MARCUS WHITMAN HOTEL/LODGING: BB				
				318.75	51011214 443410 PD-C/E-ADMIN-TRAINING				
				235599	09/26/19-BB-E	10/25/2019		USBOCT19	318.75
Invoice: 09/26/19-BB-E					POL/MARCUS WHITMAN HOTEL/LODGING: KE				
				318.75	51011120 443410 PD-CLERKS-TRAINING				
				235600	09/26/19-BB-F	10/25/2019		USBOCT19	318.75
Invoice: 09/26/19-BB-F					POL/MARCUS WHITMAN HOTEL/LODGING: LH				
				318.75	51011120 443410 PD-CLERKS-TRAINING				
				235601	09/26/19-BB-G	10/25/2019		USBOCT19	102.00
Invoice: 09/26/19-BB-G					POL/LULUCRAFT/LUNCH				
				51.00	51011214 443410 PD-C/E-ADMIN-TRAINING				
				51.00	51011120 443410 PD-CLERKS-TRAINING				
				235602	10/03/19-BB	10/25/2019		USBOCT19	498.95
Invoice: 10/03/19-BB					POL/BLUEEQ/NOV 20 WORKSHOP				
				498.95	51011214 443410 PD-C/E-ADMIN-TRAINING				
				235603	10/03/19-BB-A	10/25/2019		USBOCT19	13.00
Invoice: 10/03/19-BB-A					POL/AMAZON/DOOR PLATE: BURNHAM				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				13.00	51011215 531100	POLICE - C/E FACIL SUPPLIES			
				235604	10/04/19-BB	10/25/2019		USBOCT19	166.80
Invoice: 10/04/19-BB						POL/USPS/SHIPPING			
				166.80	91011215 542500	GG-C/E-PD-POSTAGE			
				235605	10/06/19-BB	10/25/2019		USBOCT19	65.39
Invoice: 10/06/19-BB						POL/AMAZON/TRAIL CAMERA			
				65.39	53011212 531100	PD-C/E-PATROL SUPPLIES			
				235606	10/09/19-BB	10/25/2019		USBOCT19	25.30
Invoice: 10/09/19-BB						POL/WALMART/ALL-HANDS BEVERAGES			
				25.30	53011212 443410	POLICE - C/E PATROL TRAINING			
				235608	10/11/19-BB	10/25/2019		USBOCT19	-58.86
Invoice: 10/11/19-BB						POL/QUARTERMASTER/RETURN			
				-58.86	53011212 520000	POLICE - C/E PATROL BENEFITS			
				235609	10/11/19-BB-A	10/25/2019		USBOCT19	457.82
Invoice: 10/11/19-BB-A						POL/HOTEL INDIGO/PCC CONF LODGING: TA			
				457.82	55011757 443410	PD-HARBORMASTER-TRAINING			
				235610	10/16/19-BB	10/25/2019		USBOCT19	281.70
Invoice: 10/16/19-BB						POL/WESTSIDE PIZZA/OCT ALL-HANDS			
				281.70	53011212 443410	POLICE - C/E PATROL TRAINING			
				235611	10/22/19-BB	10/25/2019		USBOCT19	49.19
Invoice: 10/22/19-BB						POL/SALTY GIRLS/LUNCH: BB, JC			
				24.60	51011214 443410	PD-C/E-ADMIN-TRAINING			
				24.59	51011191 443410	PD-C/E-PROP RM-TRAINING			
				235612	10/22/19-BB-A	10/25/2019		USBOCT19	9.08
Invoice: 10/22/19-BB-A						POL/RAINSHADOW CAFE/SNACKS: BB, JC			
				9.08	51011214 443410	PD-C/E-ADMIN-TRAINING			
				235613	09/29/19-KD	10/25/2019		USBOCT19	11.95
Invoice: 09/29/19-KD						ENG/FACEBOOK/AD: OLY DR			
				11.95	72334953 64245000596	SR305-OLYMPIC NM-OUTREACH			
				235614	09/26/19-KD	10/25/2019		USBOCT19	245.25
Invoice: 09/26/19-KD						FIN/THE ECONOMIST/SUBX			
				245.25	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				235615	10/10/19-KD	10/25/2019		USBOCT19	25.50
Invoice: 10/10/19-KD						FIN/SLUYS/FINACNE MEETING			
				25.50	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				235616	10/10/19-KD-A	10/25/2019		USBOCT19	19.57
Invoice: 10/10/19-KD-A						FIN/STARBUCKS/FINANCE MEETING COFFEE			
				19.57	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				235617	10/17/19-KD	10/25/2019		USBOCT19	305.18

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 10/17/19-KD					FIN/AMAZON/WELLNESS GIVEAWAYS				
				305.18	91029179 531100 GG-SELF INS-WELLNESS-SUPPLIES				
				235618	09/25/19-KE	10/25/2019		USBOCT19	4.06
Invoice: 09/25/19-KE					POL/TARGET/COFFEE				
				4.06	53011212 44341000962 TRACKING CANINE-TRAINING				
				235619	09/24/19-KE-A	10/25/2019		USBOCT19	35.99
Invoice: 09/24/19-KE-A					POL/GALLS/GLOVES				
				35.99	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				235620	09/24/19-KE-B	10/25/2019		USBOCT19	4.79
Invoice: 09/24/19-KE-B					POL/STARBUCKS/COFFEE				
				4.79	53011212 44341000962 TRACKING CANINE-TRAINING				
				235621	09/24/19-KE-C	10/25/2019		USBOCT19	25.70
Invoice: 09/24/19-KE-C					POL/BLUELINE/LUNCH				
				25.70	53011212 44341000962 TRACKING CANINE-TRAINING				
				235622	09/25/19-KE-A	10/25/2019		USBOCT19	15.96
Invoice: 09/25/19-KE-A					POL/MIMBACK/K9 TRAINING SUPPLIES				
				15.96	53011212 53110000962 TRACKING CANINE-SUPPLIES				
				235623	09/25/19-KE-B	10/25/2019		USBOCT19	9.62
Invoice: 09/25/19-KE-B					POL/BURGER KING/DINNER				
				9.62	53011212 44341000962 TRACKING CANINE-TRAINING				
				235624	09/26/19-KE	10/25/2019		USBOCT19	22.29
Invoice: 09/26/19-KE					POL/GRIZZLY'S/DINNER				
				22.29	53011212 44341000962 TRACKING CANINE-TRAINING				
				235625	09/26/19-KE-A	10/25/2019		USBOCT19	26.72
Invoice: 09/26/19-KE-A					POL/SHOOTERS/LUNCH				
				26.72	53011212 44341000962 TRACKING CANINE-TRAINING				
				235626	09/27/19-KE	10/25/2019		USBOCT19	12.90
Invoice: 09/27/19-KE					POL/PETCO/K9 TRAINING TREATS				
				12.90	53011212 44341000962 TRACKING CANINE-TRAINING				
				235627	09/28/19-KE	10/25/2019		USBOCT19	8.44
Invoice: 09/28/19-KE					POL/HOLIDAY STATIONSTORES/BREAKFAST				
				8.44	53011212 44341000962 TRACKING CANINE-TRAINING				
				235628	09/28/19-KE-A	10/25/2019		USBOCT19	640.47
Invoice: 09/28/19-KE-A					POL/HOLIDAY INN/LODGING				
				640.47	53011212 44341000962 TRACKING CANINE-TRAINING				
				235629	09/27/19-KE-A	10/25/2019		USBOCT19	9.23
Invoice: 09/27/19-KE-A					POL/KO-Z'S/LUNCH				
				9.23	53011212 44341000962 TRACKING CANINE-TRAINING				
				235630	09/30/19-KE	10/25/2019		USBOCT19	112.69

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 09/30/19-KE						POL/PETFLOW.COM/K9 FOOD			
					112.69	53011212	53110000962 TRACKING CANINE-SUPPLIES			
					235631	10/01/19-KE	10/25/2019	USBOCT19		20.58
	Invoice: 10/01/19-KE						POL/PAWS&FINS/K9 TREATS			
					20.58	53011212	53110000962 TRACKING CANINE-SUPPLIES			
					235632	10/11/19-KE	10/25/2019	USBOCT19		24.93
	Invoice: 10/11/19-KE						POL/PAWS&FINS/K9 TREATS			
					24.93	53011212	53110000962 TRACKING CANINE-SUPPLIES			
					235633	10/17/19-KE	10/25/2019	USBOCT19		415.60
	Invoice: 10/17/19-KE						POL/CLOVER VALLEY VET/EXAM			
					415.60	53011212	54110000962 TRACKING CANINE-PROF SVCS			
					235634	10/21/19-CK	10/25/2019	USBOCT19		29.75
	Invoice: 10/21/19-CK						POL/AZTECA/LUNCH			
					29.75	53011212	443410 POLICE - C/E PATROL TRAINING			
					235635	10/22/19-CK	10/25/2019	USBOCT19		6.00
	Invoice: 10/22/19-CK						POL/WSDOT/BRIDGE TOLL			
					6.00	53011212	443410 POLICE - C/E PATROL TRAINING			
					235636	10/23/19-CK	10/25/2019	USBOCT19		19.47
	Invoice: 10/23/19-CK						POL/VINCES ITALIAN/LUNCH			
					19.47	53011212	443410 POLICE - C/E PATROL TRAINING			
					235637	10/23/19-CK-A	10/25/2019	USBOCT19		6.00
	Invoice: 10/23/19-CK-A						POL/WSDOT/BRIDGE TOLL			
					6.00	53011212	443410 POLICE - C/E PATROL TRAINING			
					235638	10/23/19-CK-B	10/25/2019	USBOCT19		43.30
	Invoice: 10/23/19-CK-B						POL/CHEVRON/FUEL			
					43.30	53011212	443410 POLICE - C/E PATROL TRAINING			
					235639	10/23/19-CK-C	10/25/2019	USBOCT19		27.00
	Invoice: 10/23/19-CK-C						POL/AZTECA/LUNCH			
					27.00	53011212	443410 POLICE - C/E PATROL TRAINING			
					235640	10/24/19-CK	10/25/2019	USBOCT19		6.00
	Invoice: 10/24/19-CK						POL/WSDOT/BRIDGE TOLL			
					6.00	53011212	443410 POLICE - C/E PATROL TRAINING			
					235641	09/25/19-RL	10/25/2019	USBOCT19		25.00
	Invoice: 09/25/19-RL						EX/BI ROTARY/CANDIDATE FORUM			
					25.00	31011131	549100 EX-GF-DUES/SUBCR/MEMBERSH			
					235642	09/27/19-RL	10/25/2019	USBOCT19		48.24
	Invoice: 09/27/19-RL						EX/BROWN PAPER TICKET/KEDA FALL FORUM			
					48.24	31011131	549100 EX-GF-DUES/SUBCR/MEMBERSH			
					235643	10/01/19-RL	10/25/2019	USBOCT19		98.20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 10/01/19-RL					HR/NAMETAGCOUNTRY/CIV SVC PANEL				
				98.20 91011211 531100	GG-C/E-CIVIL SVC-OFC SUP				
				235645	10/02/19-RL	10/25/2019		USBOCT19	40.59
Invoice: 10/02/19-RL					EX/AMAZON/OFFICE SUPPLIES				
				40.59 31011131 531100	EX-GF-SUPPLIES				
				235646	10/03/19-RL	10/25/2019		USBOCT19	26.15
Invoice: 10/03/19-RL					EX/AMAZON/OFFICE SUPPLIES				
				26.15 31011131 531100	EX-GF-SUPPLIES				
				235647	10/09/19-RL	10/25/2019		USBOCT19	21.79
Invoice: 10/09/19-RL					EX/AMAZON/OFFICE SUPPLIES				
				21.79 31011131 531100	EX-GF-SUPPLIES				
				235648	10/11/19-RL	10/25/2019		USBOCT19	23.06
Invoice: 10/11/19-RL					EX/EVENTBRITE/KRCC: KM				
				23.06 31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH				
				235649	10/11/19-RL-A	10/25/2019		USBOCT19	23.06
Invoice: 10/11/19-RL-A					EX/EVENTBRITE/KRCC: MT				
				23.06 31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH				
				235650	10/11/19-RL-B	10/25/2019		USBOCT19	23.06
Invoice: 10/11/19-RL-B					EX/EVENTBRITE/KRCC: RN				
				23.06 31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH				
				235651	10/11/19-RL-C	10/25/2019		USBOCT19	23.06
Invoice: 10/11/19-RL-C					EX/EVENTBRITE/KRCC: RP				
				23.06 31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH				
				235652	10/09/19-RL-A	10/25/2019		USBOCT19	-21.79
Invoice: 10/09/19-RL-A					EX/AMAZON/RETURN				
				-21.79 31011131 531100	EX-GF-SUPPLIES				
				235653	09/18/19-RL-A	10/25/2019		USBOCT19	53.00
Invoice: 09/18/19-RL-A					EX/MARKET PLACE/OCT BDAY LUNCH				
				53.00 31011131 531100	EX-GF-SUPPLIES				
				235654	09/30/19-AL	10/25/2019		USBOCT19	69.19
Invoice: 09/30/19-AL					EX/THAT'SASOME/3DOP FOOD				
				69.19 31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH				
				235655	09/30/19-AL-A	10/25/2019		USBOCT19	88.01
Invoice: 09/30/19-AL-A					EX/THAT'SASOME/3DOP FOOD				
				88.01 31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH				
				235656	10/03/19-AL	10/25/2019		USBOCT19	15.75
Invoice: 10/03/19-AL					EX/WSF/FERRY				
				15.75 31011256 443410	EX-GF-EMERG PREP-TRAINING				
				235657	10/03/19-AL-A	10/25/2019		USBOCT19	15.75

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
			Invoice: 10/03/19-AL-A		EX/WSF/FERRY				
				15.75	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235658	10/03/19-AL-B	10/25/2019		USBOCT19	64.13
			Invoice: 10/03/19-AL-B		EX/THATSASOME/CERT TOWN HALL				
				64.13	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235659	10/07/19-AL	10/25/2019		USBOCT19	25.00
			Invoice: 10/07/19-AL		EX/BAINBRIDGE BREWING/CERT TH RM RNTL				
				25.00	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235660	10/07/19-AL-A	10/25/2019		USBOCT19	10.82
			Invoice: 10/07/19-AL-A		EX/SAFEWAY/WFR SNACKS				
				10.82	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235661	10/07/19-AL-B	10/25/2019		USBOCT19	19.57
			Invoice: 10/07/19-AL-B		EX/STARBUCKS/WFR SNACKS				
				19.57	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235662	10/07/19-AL-C	10/25/2019		USBOCT19	12.74
			Invoice: 10/07/19-AL-C		EX/SAFEWAY/WFR SNACKS				
				12.74	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235663	10/07/19-AL-D	10/25/2019		USBOCT19	19.57
			Invoice: 10/07/19-AL-D		EX/STARBUCKS/WFR SNACKS				
				19.57	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235664	10/08/19-AL	10/25/2019		USBOCT19	19.57
			Invoice: 10/08/19-AL		EX/STARBUCKS/WFR SNACKS				
				19.57	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235665	10/14/19-SL	10/25/2019		USBOCT19	19.56
			Invoice: 10/14/19-SL		EX/WALMART/CERT&WFR SNACKS				
				19.56	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235666	10/14/19-AL-A	10/25/2019		USBOCT19	117.90
			Invoice: 10/14/19-AL-A		EX/AMAZON/CERT SUPPLIES				
				117.90	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				235667	10/14/19-AL-B	10/25/2019		USBOCT19	19.57
			Invoice: 10/14/19-AL-B		EX/STARBUCKS/WFR SNACKS				
				19.57	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235668	10/15/19-AL	10/25/2019		USBOCT19	19.57
			Invoice: 10/15/19-AL		EX/STARBUCKS/WFR SNACKS				
				19.57	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235669	10/17/19-AL	10/25/2019		USBOCT19	21.20
			Invoice: 10/17/19-AL		EX/SAFEWAY/TEAM LEAD MEETING				
				21.20	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				235670	10/17/19-AL-A	10/25/2019		USBOCT19	19.57

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 10/17/19-AL-A						EX/STARBUCKS/TEAM LEAD MEETING			
				19.57	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
				235671	10/21/19-AL	10/25/2019		USBOCT19	15.75
Invoice: 10/21/19-AL						EX/WSF/FERRY			
				15.75	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235672	10/21/19-AL-A	10/25/2019		USBOCT19	15.75
Invoice: 10/21/19-AL-A						EX/WSF/FERRY			
				15.75	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235673	10/21/19-AL-B	10/25/2019		USBOCT19	340.94
Invoice: 10/21/19-AL-B						EX/T&C/CERT LUNCH			
				340.94	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235674	10/25/19-AL	10/25/2019		USBOCT19	8.65
Invoice: 10/25/19-AL						EX/WSF/FERRY			
				8.65	31011256 443410	EX-GF-EMERG PREP-TRAINING			
				235675	10/23/19-AL	10/25/2019		USBOCT19	41.11
Invoice: 10/23/19-AL						EX/AMAZON/PO BOOKS			
				41.11	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
				235676	10/02/19-JL	10/25/2019		USBOCT19	3.00
Invoice: 10/02/19-JL						LEGAL/SOUND TRANSIT/LIGHT RAIL			
				3.00	32011154 443410	LGL-GF-TRAINING			
				235677	10/03/19-JL	10/25/2019		USBOCT19	20.42
Invoice: 10/03/19-JL						LEGAL/TMAC/DINNER			
				20.42	32011154 443410	LGL-GF-TRAINING			
				235678	10/04/19-JL	10/25/2019		USBOCT19	16.49
Invoice: 10/04/19-JL						LEGAL/WALLA WALLA BREAD/LUNCH			
				16.49	32011154 443410	LGL-GF-TRAINING			
				235679	10/04/19-JL-A	10/25/2019		USBOCT19	8.65
Invoice: 10/04/19-JL-A						LEGAL/WSF/FERRY			
				8.65	32011154 443410	LGL-GF-TRAINING			
				235680	10/04/19-JL-B	10/25/2019		USBOCT19	3.00
Invoice: 10/04/19-JL-B						LEGAL/SOUND TRANSIT/LIGHT RAIL			
				3.00	32011154 443410	LGL-GF-TRAINING			
				235681	10/04/19-JL-C	10/25/2019		USBOCT19	378.84
Invoice: 10/04/19-JL-C						LEGAL/MARCUS WHITMAN/LODING			
				378.84	32011154 443410	LGL-GF-TRAINING			
				235682	09/25/19-CL	10/25/2019		USBOCT19	20.61
Invoice: 09/25/19-CL						PCD/CLICK2MAIL/LEGAL NOTICES			
				20.61	63470586 544000	CUR-DEV-ZONING-ADV			
				235683	09/26/19-CL	10/25/2019		USBOCT19	6.52

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 09/26/19-CL					PCD/CLICK2MAIL/LEGAL NOTICES				
					6.52	63470586 544000 CUR-DEV-ZONING-ADV				
					235684	09/28/19-CL	10/25/2019	USBOCT19		43.54
	Invoice: 09/28/19-CL					PCD/AMAZON/OFFICE SUPPLIES				
					43.54	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235685	10/02/19-CL	10/25/2019	USBOCT19		68.27
	Invoice: 10/02/19-CL					PCD/CLICK2MAIL/LEGAL NOTICES				
					68.27	63470586 544000 CUR-DEV-ZONING-ADV				
					235686	10/02/19-CL-A	10/25/2019	USBOCT19		18.68
	Invoice: 10/02/19-CL-A					PCD/CLICK2MAIL/LEGAL NOTICES				
					18.68	63470586 544000 CUR-DEV-ZONING-ADV				
					235687	10/05/19-CL	10/25/2019	USBOCT19		96.61
	Invoice: 10/05/19-CL					PCD/AMAZON/OFFICE SUPPLIES				
					96.61	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235688	10/07/19-CL	10/25/2019	USBOCT19		387.50
	Invoice: 10/07/19-CL					PCD/UNIQUE EXP/PLANNING TEES				
					387.50	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235689	10/09/19-CL	10/25/2019	USBOCT19		33.49
	Invoice: 10/09/19-CL					PCD/CLICK2MAIL/LEGAL NOTICES				
					33.49	63470586 544000 CUR-DEV-ZONING-ADV				
					235690	10/09/19-CL-A	10/25/2019	USBOCT19		12.88
	Invoice: 10/09/19-CL-A					PCD/CLICK2MAIL/LEGAL NOTICES				
					12.88	63470586 544000 CUR-DEV-ZONING-ADV				
					235691	10/09/19-CL-B	10/25/2019	USBOCT19		31.56
	Invoice: 10/09/19-CL-B					PCD/CLICK2MAIL/LEGAL NOTICES				
					31.56	63470586 544000 CUR-DEV-ZONING-ADV				
					235692	10/11/19-CL	10/25/2019	USBOCT19		38.09
	Invoice: 10/11/19-CL					PCD/AMAZON/OFFICE SUPPLIES				
					38.09	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235693	10/18/19-CL	10/25/2019	USBOCT19		199.00
	Invoice: 10/18/19-CL					PCD/FRED PRYOR/TRAINING CONF				
					199.00	61011584 443410 PCD - C/E ADM TRAINING				
					235694	10/22/19-CL	10/25/2019	USBOCT19		-18.48
	Invoice: 10/22/19-CL					PCD/AMAZON/RETURN				
					-18.48	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235695	09/27/19-RL-A	10/25/2019	USBOCT19		21.00
	Invoice: 09/27/19-RL-A					FIN/AMAZON/FRONT DESK CANDY				
					21.00	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					235696	09/27/19-RL-B	10/25/2019	USBOCT19		10.99

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
				Invoice: 09/27/19-RL-B			FIN/AMAZON/FRONT DESK CANDY			
					10.99	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					235697	09/28/19-RL	10/25/2019		USBOCT19	8.99
				Invoice: 09/28/19-RL			FIN/AMAZON/FRONT DESK CANDY			
					8.99	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					235698	09/28/19-RL-A	10/25/2019		USBOCT19	17.63
				Invoice: 09/28/19-RL-A			FIN/AMAZON/FRONT DESK CANDY			
					17.63	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					235699	09/26/19-SM	10/25/2019		USBOCT19	15.76
				Invoice: 09/26/19-SM			CRT/AMAZON/CHILD JUDGE ROBES			
					15.76	21011125 531100	COURT - SUPPLIES			
					235700	09/26/19-SM-A	10/25/2019		USBOCT19	5.23
				Invoice: 09/26/19-SM-A			CRT/AMAZON/LACE COLLAR (CHILD'S)			
					5.23	21011125 531100	COURT - SUPPLIES			
					235701	10/01/19-SM	10/25/2019		USBOCT19	-11.25
				Invoice: 10/01/19-SM			CRT/AMAZON/RETURN			
					-11.25	21011125 531100	COURT - SUPPLIES			
					235702	09/24/19-EM	10/25/2019		USBOCT19	40.00
				Invoice: 09/24/19-EM			HR/MORA'S/GIFT CARDS			
					40.00	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
					235703	10/03/19-EM	10/25/2019		USBOCT19	27.56
				Invoice: 10/03/19-EM			CS/T&C/HIRING PANEL SNACKS			
					27.56	91011211 531100	GG-C/E-CIVIL SVC-OFC SUP			
					235704	10/08/19-EM	10/25/2019		USBOCT19	15.45
				Invoice: 10/08/19-EM			CS/BLACKBIRD/HIRING PANEL SNACKS			
					15.45	91011211 531100	GG-C/E-CIVIL SVC-OFC SUP			
					235705	10/24/19-EP	10/25/2019		USBOCT19	150.00
				Invoice: 10/24/19-EP			POL/PHILIPS 66/FRAUD			
					150.00	52011212 520000	POLICE - C/E INVEST BENEFITS			
					235706	10/24/19-EP-A	10/25/2019		USBOCT19	150.00
				Invoice: 10/24/19-EP-A			POL/PHILIPS 66/FRAUD			
					150.00	52011212 520000	POLICE - C/E INVEST BENEFITS			
					235707	10/04/19-DP	10/25/2019		USBOCT19	69.00
				Invoice: 10/04/19-DP			FIN/ACFE/DUES: DP			
					69.00	41011141 549100	FIN-C/E-DUES, SUBS,MEMBERSHIPS			
					235708	10/07/19-DP	10/25/2019		USBOCT19	205.00
				Invoice: 10/07/19-DP			FIN/ACFE/10 CPE: DP			
					205.00	41011144 443410	FIN - C/E TRAINING			
					235709	09/27/19-JR	10/25/2019		USBOCT19	28.47

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 09/27/19-JR					PCD/AMAZON/OFFICE SUPPLIES				
					28.47	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235710	10/01/19-JR	10/25/2019		USBOCT19	90.00
	Invoice: 10/01/19-JR					PCD/ICC/CERTIFICATE: BH				
					90.00	62471591 549100 BLDG - BLDG DUES/SUBSCRIPTIONS				
					235711	10/02/19-JR	10/25/2019		USBOCT19	442.85
	Invoice: 10/02/19-JR					PCD/AMAZON/GIVEAWAYS				
					442.85	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					235712	10/03/19-JR	10/25/2019		USBOCT19	305.00
	Invoice: 10/03/19-JR					PCD/APA/CONF REG: EF				
					305.00	63011586 443410 CUR - C/E TRAINING TRAVEL				
					235713	10/03/19-JR-A	10/25/2019		USBOCT19	260.00
	Invoice: 10/03/19-JR-A					PCD/APA/CONF REG: LL				
					260.00	63011586 443410 CUR - C/E TRAINING TRAVEL				
					235714	10/04/19-JR	10/25/2019		USBOCT19	75.00
	Invoice: 10/04/19-JR					PCD/APA/CONF REG: OS				
					75.00	63011586 443410 CUR - C/E TRAINING TRAVEL				
					235715	10/04/19-JR-A	10/25/2019		USBOCT19	420.00
	Invoice: 10/04/19-JR-A					PCD/APA/DUES: DG				
					420.00	63470588 549100 CUR-DEV PLAN-DUES/SUBSCR				
					235716	10/04/19-JR-B	10/25/2019		USBOCT19	95.00
	Invoice: 10/04/19-JR-B					PCD/APA/DUES: AH				
					95.00	63470588 549100 CUR-DEV PLAN-DUES/SUBSCR				
					235717	10/04/19-JR-C	10/25/2019		USBOCT19	305.00
	Invoice: 10/04/19-JR-C					PCD/APA/CONF REG: DG				
					305.00	63011586 443410 CUR - C/E TRAINING TRAVEL				
					235718	10/04/19-JR-D	10/25/2019		USBOCT19	305.00
	Invoice: 10/04/19-JR-D					PCD/APA/CONF REG: AH				
					305.00	63011586 443410 CUR - C/E TRAINING TRAVEL				
					235719	10/01/19-JR-A	10/25/2019		USBOCT19	900.00
	Invoice: 10/01/19-JR-A					PCD/STORAGE98110/STORAGE UNITS				
					900.00	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
					235720	10/07/19-JR	10/25/2019		USBOCT19	135.00
	Invoice: 10/07/19-JR					PCD/ANS/NOTARY TRAINING: JR				
					135.00	61011584 443410 PCD - C/E ADM TRAINING				
					235721	10/10/19-JR	10/25/2019		USBOCT19	371.97
	Invoice: 10/10/19-JR					PCD/HOLIDAY INN/LODGING				
					371.97	62471594 443410 BLDG - BLDG TRAINING TRAVEL				
					235722	10/10/19-JR-A	10/25/2019		USBOCT19	35.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
				Invoice: 10/10/19-JR-A			PCD/MRSC/WEBINAR: HW			
					35.00	61011584 443410	PCD - C/E ADM TRAINING			
					235723	10/14/19-JR	10/25/2019	USBOCT19		31.50
				Invoice: 10/14/19-JR			PCD/AMAZON/CALENDAR			
					31.50	62471591 531100	BLDG - BLDG OFFICE SUPPLIES			
					235724	10/14/19-JR-A	10/25/2019	USBOCT19		279.00
				Invoice: 10/14/19-JR-A			PCD/SEMINAR GROUP/WEBINAR: NS			
					279.00	63011586 443410	CUR - C/E TRAINING TRAVEL			
					235725	10/03/19-DR	10/25/2019	USBOCT19		286.84
				Invoice: 10/03/19-DR			IT/AMAZON/MONITORS, CABLES			
					286.84	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					235726	10/04/19-DR	10/25/2019	USBOCT19		218.00
				Invoice: 10/04/19-DR			IT/ESRI/ARCGIS SERVICE CREDITS			
					218.00	81011881 535100	IT - C/E COMPUTER SOFTWARE			
					235727	10/08/19-DR	10/25/2019	USBOCT19		404.28
				Invoice: 10/08/19-DR			IT/AMAZON/MONITORS, CABLES, HEADSET			
					404.28	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					235728	10/08/19-WS	10/25/2019	USBOCT19		9.80
				Invoice: 10/08/19-WS			POL/AMAZON/EARPIECE HEADSET			
					9.80	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235729	10/15/19-WS	10/25/2019	USBOCT19		119.97
				Invoice: 10/15/19-WS			POL/STREICHERS/SIG MAG			
					119.97	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235730	10/15/19-WS-A	10/25/2019	USBOCT19		72.49
				Invoice: 10/15/19-WS-A			POL/AMAZON/SIG LEVER			
					72.49	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235731	10/15/19-WS-B	10/25/2019	USBOCT19		128.93
				Invoice: 10/15/19-WS-B			POL/BROWNELLS/NIGHT SITE SET			
					128.93	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235732	10/21/19-WS	10/25/2019	USBOCT19		-72.49
				Invoice: 10/21/19-WS			POL/AMAZON/CREDIT			
					-72.49	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235733	10/22/19-WS	10/25/2019	USBOCT19		73.58
				Invoice: 10/22/19-WS			POL/AMAZON/SIG LEVER			
					73.58	53011212 531100	PD-C/E-PATROL SUPPLIES			
					235734	10/02/19-BS	10/25/2019	USBOCT19		379.32
				Invoice: 10/02/19-BS			POL/TRIM-LINE/MARINE 8 LOGO			
					379.32	54025212 531100	MARINE - SUPPLIES			
					235735	10/03/19-BS	10/25/2019	USBOCT19		22.45

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
	Invoice: 10/03/19-BS				POL/AMAZON/HOSE FOR M11				
				22.45	54025212 531100	MARINE - SUPPLIES			
				235736	10/17/19-CS	10/25/2019		USBOCT19	199.80
	Invoice: 10/17/19-CS				POL/OTC BRANDS/HALLLWEEN CANDY				
				199.80	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
				235814	10/17/19-SW	10/25/2019		USBOCT19	6.00
	Invoice: 10/17/19-SW				POL/WSDOT/BRIDGE TOLL				
				6.00	51011211 543100	PD-C/E-ADM-TRAVEL/MEALS/LODGIN			
				235815	10/18/19-SW	10/25/2019		USBOCT19	46.50
	Invoice: 10/18/19-SW				POL/SEDGEWICK/FUEL				
				46.50	51011211 532000	PDADM-C/E-FUEL			
				235816	09/27/19-TD	10/25/2019		USBOCT19	39.48
	Invoice: 09/27/19-TD				CRT/CRYSTAL SPRINGS/WATER				
				39.48	21011125 531100	COURT - SUPPLIES			
				235817	10/06/19-TD	10/25/2019		USBOCT19	44.98
	Invoice: 10/06/19-TD				CRT/COSTCO/SUPPLIES				
				44.98	21011125 531100	COURT - SUPPLIES			
				235818	10/22/19-TD	10/25/2019		USBOCT19	26.15
	Invoice: 10/22/19-TD				WELLNESS/AMAZON/CHIP BOWLS				
				26.15	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				235819	10/22/19-TD-A	10/25/2019		USBOCT19	26.15
	Invoice: 10/22/19-TD-A				WELLNESS/AMAZON/FOOD BAGS				
				26.15	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				235820	10/22/19-TD-B	10/25/2019		USBOCT19	31.87
	Invoice: 10/22/19-TD-B				WELLNESS/AMAZON/TROPHYS				
				31.87	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
				235821	09/25/19-KB	10/25/2019		USBOCT19	96.41
	Invoice: 09/25/19-KB				HR/T&C/EE APPREC CAKE				
				96.41	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
				235822	09/30/19-KB	10/25/2019		USBOCT19	295.00
	Invoice: 09/30/19-KB				HR/ASCE/JOB AD: ENGINEER I/II				
				295.00	33011161 544000	HR-C/E-ADVERTISING			
				235823	09/30/19-KB-A	10/25/2019		USBOCT19	112.50
	Invoice: 09/30/19-KB-A				HR/ICMA/JOB AD: ENGINEER I/II				
				112.50	33011161 544000	HR-C/E-ADVERTISING			
				235824	10/01/19-KB	10/25/2019		USBOCT19	90.00
	Invoice: 10/01/19-KB				HR/CRAIGSLIST/AD: ADMIN SPEC II				
				90.00	33011161 544000	HR-C/E-ADVERTISING			
				235825	10/01/19-KB-A	10/25/2019		USBOCT19	90.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 10/01/19-KB-A					HR/CRAIGSLIST/AD: ENGINEER I/II				
					90.00	33011161 544000	HR-C/E-ADVERTISING			
					235826	10/07/19-KB	10/25/2019		USBOCT19	99.00
	Invoice: 10/07/19-KB					HR/NPELRA/WEBINAR				
					99.00	33011164 443410	HR-C/E-TRAINING EXP			
					235827	10/08/19-KB	10/25/2019		USBOCT19	35.00
	Invoice: 10/08/19-KB					HR/MRSC/WEBINAR				
					35.00	33011164 443410	HR-C/E-TRAINING EXP			
					235828	10/13/19-KB	10/25/2019		USBOCT19	31.58
	Invoice: 10/13/19-KB					HR/AMAZON/ID CARDS, PLATES				
					31.58	33011161 531100	HR-C/E-SUPPLIES			
					235829	10/16/19-KB	10/25/2019		USBOCT19	150.00
	Invoice: 10/16/19-KB					HR/T&C/EE APPREC AWARDS				
					150.00	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
					235830	10/15/19-KB	10/25/2019		USBOCT19	925.00
	Invoice: 10/15/19-KB					HR/SAFEWAY/EE APPREC AWARDS				
					925.00	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
					235832	10/16/19-KB-A	10/25/2019		USBOCT19	25.00
	Invoice: 10/16/19-KB-A					HR//BLACKBIRD/EE APPREC AWARDS				
					25.00	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
					235833	10/18/19-KB	10/25/2019		USBOCT19	90.00
	Invoice: 10/18/19-KB					HR/AWC/WAPELRA FALL TRAINING				
					90.00	33011164 443410	HR-C/E-TRAINING EXP			
					235834	10/18/19-KB-A	10/25/2019		USBOCT19	28.32
	Invoice: 10/18/19-KB-A					EX/ACE/SOIL-PLANTS				
					28.32	31011131 531100	EX-GF-SUPPLIES			
					235835	10/18/19-KB-B	10/25/2019		USBOCT19	15.55
	Invoice: 10/18/19-KB-B					EX/ACE/OFFICE PLANT MAINT				
					15.55	31011131 531100	EX-GF-SUPPLIES			
					235836	10/21/19-KB	10/25/2019		USBOCT19	50.00
	Invoice: 10/21/19-KB					HR/NPELRA/WEBINAR				
					50.00	33011164 443410	HR-C/E-TRAINING EXP			
					235837	10/15/19-SM	10/25/2019		USBOCT19	-375.00
	Invoice: 10/15/19-SM					IT/NWGIS/REFUND				
					-375.00	81011881 443410	IT - C/E TRAINING			
					235838	10/04/19-KS	10/25/2019		USBOCT19	150.00
	Invoice: 10/04/19-KS					FIN/GFOA/GOV GAAP WEBINAR: CF				
					150.00	41011144 443410	FIN - C/E TRAINING			
					235839	10/04/19-KS-A	10/25/2019		USBOCT19	135.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
				Invoice: 10/04/19-KS-A			FIN/GFOA/GOV GAAP WEBINAR: BH			
					135.00	41011144 443410	FIN - C/E TRAINING			
					235840	10/04/19-KS-B	10/25/2019		USBOCT19	350.00
				Invoice: 10/04/19-KS-B			FIN/WFOA/GOV ACCT,GAAP UPDATES: KS			
					350.00	41011144 443410	FIN - C/E TRAINING			
					235841	10/15/19-KS	10/25/2019		USBOCT19	15.75
				Invoice: 10/15/19-KS			FIN/WSF/FERRY			
					15.75	41011144 443410	FIN - C/E TRAINING			
					235842	10/15/19-KS-A	10/25/2019		USBOCT19	15.75
				Invoice: 10/15/19-KS-A			FIN/WSF/FERRY			
					15.75	41011144 443410	FIN - C/E TRAINING			
					235843	10/16/19-KS	10/25/2019		USBOCT19	8.65
				Invoice: 10/16/19-KS			FIN/WSF/FERRY			
					8.65	41011144 443410	FIN - C/E TRAINING			
					235844	09/25/19-KG	10/25/2019		USBOCT19	152.49
				Invoice: 09/25/19-KG			ENG/JL DARLING/RITE IN RAIN PAPER			
					152.49	72111431 531100	ENG - ACCESS MGMT SUPPLIES			
					235845	09/26/19-KG	10/25/2019		USBOCT19	245.00
				Invoice: 09/26/19-KG			ENG/ASCE/DUES: CM			
					245.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					235846	09/27/19-KG	10/25/2019		USBOCT19	754.80
				Invoice: 09/27/19-KG			ENG/ALASKA AIR/TRAVEL: CM, RG, EC			
					754.80	72011324 443410	ENG - C/E - TRAINING			
					235847	10/04/19-KG	10/25/2019		USBOCT19	20.00
				Invoice: 10/04/19-KG			ENG/ISI/STORMWATER COURSE:CM			
					20.00	72431831 443410	ENG - SSWM ADM TRAINING			
					235848	10/04/19-KG-A	10/25/2019		USBOCT19	20.00
				Invoice: 10/04/19-KG-A			ENG/ISI/INFRSTR COURSE: CM			
					20.00	72421351 443410	ENG - SEWER TRAINING			
					235849	10/10/19-KG	10/25/2019		USBOCT19	1,128.15
				Invoice: 10/10/19-KG			ENG/AMAZON/POND LINER			
					1,128.15	72431831 531100	ENG - SSWM ADM SUPPLIES			
					235850	10/11/19-KG	10/25/2019		USBOCT19	78.47
				Invoice: 10/11/19-KG			ENG/AMAZON/SANDBAGS			
					78.47	72431831 531100	ENG - SSWM ADM SUPPLIES			
					235851	10/15/19-KG	10/25/2019		USBOCT19	80.00
				Invoice: 10/15/19-KG			ENG/ISI/CREDENTIAL RENEWAL:CM			
					80.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					235852	10/15/19-KG-A	10/25/2019		USBOCT19	129.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
Invoice: 10/15/19-KG-A				129.00	72011321 549100	ENG/PMI/MEMBERSHIP: CM ENG - C/E ADMIN MISCELLEANEOUS			
				235853	10/16/19-KG	10/25/2019		USBOCT19	3.25
Invoice: 10/16/19-KG				3.25	72011325 531100	ENG/MS MEDIA STORE/FILE CONVERTER APP ENG - C/E FACIL SUPPLIES			
				235854	10/19/19-KG	10/25/2019		USBOCT19	56.63
Invoice: 10/19/19-KG				56.63	72011321 531100	ENG/AMAZON/PLANNER ENG - C/E ADMIN SUPPLIES			
				235855	10/20/19-KG	10/25/2019		USBOCT19	28.64
Invoice: 10/20/19-KG				28.64	72431831 531100	ENG/AMAZON/CASTERS ENG - SSWM ADM SUPPLIES			
				235856	10/20/19-KG-A	10/25/2019		USBOCT19	28.64
Invoice: 10/20/19-KG-A				28.64	72431831 531100	ENG/AMAZON/CASTERS ENG - SSWM ADM SUPPLIES			
				235857	10/21/19-KG	10/25/2019		USBOCT19	54.50
Invoice: 10/21/19-KG				54.50	72011321 531100	ENG/ANS/NOTARY STAMP: MS ENG - C/E ADMIN SUPPLIES			
				235858	10/22/19-KG	10/25/2019		USBOCT19	64.67
Invoice: 10/22/19-KG				64.67	72431831 531100	ENG/PRO TIME/LAWN SEED ENG - SSWM ADM SUPPLIES			
				235859	10/22/19-KG-A	10/25/2019		USBOCT19	57.72
Invoice: 10/22/19-KG-A				57.72	72011321 531100	ENG/AMAZON/PLANNER ENG - C/E ADMIN SUPPLIES			
				235860	09/28/19-CK	10/25/2019		USBOCT19	69.72
Invoice: 09/28/19-CK				69.72	73637891 531100	PW/AMAZON/OFFICE SUPPLIES OFFICE SUPPLIES			
				235861	10/08/19-CK	10/25/2019		USBOCT19	49.00
Invoice: 10/08/19-CK				49.00	73426355 549100	PW/BNB-ENR/ENG NEWS RECORD O&M-SIS-DUES, SUBSCR			
				235862	10/14/19-CK	10/25/2019		USBOCT19	16.34
Invoice: 10/14/19-CK				16.34	73411345 549100	PW/ADOBE/PRO SUBX DUES/SUBSCRIPTIONS			
				235863	10/16/19-CK	10/25/2019		USBOCT19	43.50
Invoice: 10/16/19-CK				43.50	73638935 531100	PW/AMAZON/INSPECTION BOOKS O&M-STD ALLOCATION-SUPPLIES			
				235864	10/22/19-CK-A	10/25/2019		USBOCT19	174.31
Invoice: 10/22/19-CK-A				174.31	73637891 531100	PW/COSTCO/SAFETY HEAD LAMPS OFFICE SUPPLIES			

CHECK 352093 TOTAL: 20,517.58

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 20,517.58

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	20,517.58

*** GRAND TOTAL *** 20,517.58

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 11 111									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			16,531.22	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				20,517.58
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			11.95	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			2,100.48	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			152.49	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			1,348.57	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			69.00	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			287.53	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			16.34	
11/13/2019	USBOCT19	USB CC			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			20,517.58	20,517.58
APP 631-130000					DUE TO/FROM CLEARING			20,230.05	
11/13/2019	USBOCT19	USB CC							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				16,531.22
11/13/2019	USBOCT19	USB CC							
APP 301-130000					DUE TO/FROM CLEARING				11.95
11/13/2019	USBOCT19	USB CC							
APP 407-130000					DUE TO/FROM CLEARING				2,100.48
11/13/2019	USBOCT19	USB CC							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				152.49
11/13/2019	USBOCT19	USB CC							
APP 403-130000					DUE TO/FROM CLEARING				1,348.57
11/13/2019	USBOCT19	USB CC							
APP 402-130000					DUE TO/FROM CLEARING				69.00
11/13/2019	USBOCT19	USB CC							
APP 401-130000					DUE TO/FROM CLEARING				16.34
11/13/2019	USBOCT19	USB CC							
					SYSTEM GENERATED ENTRIES TOTAL			20,230.05	20,230.05
					JOURNAL 2019/11/111 TOTAL			40,747.63	40,747.63

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	111	11/13/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		16,531.22
001-213000			GENERAL - ACCOUNTS PAYABLE	16,531.22	
			FUND TOTAL	16,531.22	16,531.22
101 STREET FUND	2019 11	111	11/13/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		152.49
101-213000			STREETS - ACCOUNTS PAYABLE	152.49	
			FUND TOTAL	152.49	152.49
301 CAPITAL CONSTRUCTION FUND	2019 11	111	11/13/2019		
301-130000			DUE TO/FROM CLEARING		11.95
301-213000			ACCOUNTS PAYABLE	11.95	
			FUND TOTAL	11.95	11.95
401 WATER OPERATING FUND	2019 11	111	11/13/2019		
401-130000			DUE TO/FROM CLEARING		16.34
401-213000			ACCOUNTS PAYABLE	16.34	
			FUND TOTAL	16.34	16.34
402 SEWER OPERATING FUND	2019 11	111	11/13/2019		
402-130000			DUE TO/FROM CLEARING		69.00
402-213000			ACCOUNTS PAYABLE	69.00	
			FUND TOTAL	69.00	69.00
403 STORM & SURFACE WATER FUND	2019 11	111	11/13/2019		
403-130000			DUE TO/FROM CLEARING		1,348.57
403-213000			ACCOUNTS PAYABLE	1,348.57	
			FUND TOTAL	1,348.57	1,348.57
407 BUILDING & DEVELOPMENT FUND	2019 11	111	11/13/2019		
407-130000			DUE TO/FROM CLEARING		2,100.48
407-213000			ACCOUNTS PAYABLE	2,100.48	
			FUND TOTAL	2,100.48	2,100.48
631 CLEARING FUND	2019 11	111	11/13/2019		
631-130000			DUE TO/FROM CLEARING	20,230.05	
631-213000			ACCOUNTS PAYABLE	287.53	
635-111100			CASH		20,517.58
			FUND TOTAL	20,517.58	20,517.58

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		16,531.22
101	STREET FUND		152.49
301	CAPITAL CONSTRUCTION FUND		11.95
401	WATER OPERATING FUND		16.34
402	SEWER OPERATING FUND		69.00
403	STORM & SURFACE WATER FUND		1,348.57
407	BUILDING & DEVELOPMENT FUND		2,100.48
631	CLEARING FUND	20,230.05	
	TOTAL	20,230.05	20,230.05

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

Manual
CF 11/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
352094	11/13/2019	PRTD	1235	AT&T ONENET SERVICE	235871	1270935452	11/01/2019		M111219	43.97
	Invoice: 1270935452						FIN/FAX LONG DIST NOV19			
					43.97	91011189 542100	GG-C/E-CITY HALL-PHONE			
					235872	1270943372	11/01/2019		M111219	1.11
	Invoice: 1270943372						PCD/FAX LONG DIST NOV19			
					1.11	91011189 542100	GG-C/E-CITY HALL-PHONE			
							CHECK 352094 TOTAL:			45.08
352095	11/13/2019	PRTD	47	BAINBRIDGE DISPOSAL	235873	0000913999	10/31/2019		M111219	263.27
	Invoice: 0000913999						PW/COMMONS-SS DISPOSAL SVC			
					263.27	91011755 547900	GG-C/E-COMMONS-GARBAGE			
							CHECK 352095 TOTAL:			263.27
352096	11/13/2019	PRTD	1485	VERIZON WIRELESS	235875	9841302285	11/01/2019		M111219	3,780.00
	Invoice: 9841302285						CITYWIDE PHN SVC			
					3,780.00	91011189 542100	GG-C/E-CITY HALL-PHONE			
							CHECK 352096 TOTAL:			3,780.00
							NUMBER OF CHECKS 3		*** CASH ACCOUNT TOTAL ***	4,088.35

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	4,088.35

*** GRAND TOTAL *** 4,088.35

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 11 120					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			4,088.35	
11/13/2019 M111219 111219	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				4,088.35
11/13/2019 M111219 111219	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			4,088.35	4,088.35
APP 631-130000	DUE TO/FROM CLEARING			4,088.35	
11/13/2019 M111219 111219					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				4,088.35
11/13/2019 M111219 111219					
	SYSTEM GENERATED ENTRIES TOTAL			4,088.35	4,088.35
	JOURNAL 2019/11/120 TOTAL			8,176.70	8,176.70

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	120	11/13/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		4,088.35
001-213000			GENERAL - ACCOUNTS PAYABLE	4,088.35	
			FUND TOTAL	4,088.35	4,088.35
631 CLEARING FUND	2019 11	120	11/13/2019		
631-130000			DUE TO/FROM CLEARING	4,088.35	
635-111100			CASH		4,088.35
			FUND TOTAL	4,088.35	4,088.35

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		4,088.35
631	CLEARING FUND	4,088.35	
	TOTAL	4,088.35	4,088.35

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

Manual
CF 11/13/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
352097	11/13/2019	PRTD	551 CENTURYLINK	235969	0225NOV19	11/02/2019		M111319	114.02
	Invoice: 0225NOV19					O&M FIRE ALARM MONIT			
				114.02	91011897 542100	GG-C/E-O&M YARD FAC-PHONE			
				235970	0456NOV19	11/02/2019		M111319	69.99
	Invoice: 0456NOV19					VILLAGE SEWER PUMP TELEM			
				69.99	91421891 542100	GG-SWR-FAC-PHONE			
				235971	0754NOV19	11/02/2019		M111319	72.94
	Invoice: 0754NOV19					FLETCHER BAY WELL TELEM			
				72.94	91411891 542100	GG-WTR-FAC-PHONE			
				235972	1745NOV19	11/02/2019		M111319	54.01
	Invoice: 1745NOV19					CH ELEVATOR SVC LINE			
				54.01	91011189 542100	GG-C/E-CITY HALL-PHONE			
				235973	3736NOV19	11/02/2019		M111319	114.02
	Invoice: 3736NOV19					CH FIRE ALARM MONIT			
				114.02	91011189 542100	GG-C/E-CITY HALL-PHONE			
				235974	4953NOV19	11/02/2019		M111319	66.98
	Invoice: 4953NOV19					310 MADISON AVE SLS TELEM			
				66.98	91421891 542100	GG-SWR-FAC-PHONE			
				235975	5211NOV19	11/02/2019		M111319	202.25
	Invoice: 5211NOV19					POL PHN SVC			
				202.25	91011215 542100	GG-C/E-PD-PHONE			
				235976	5996NOV19	11/02/2019		M111319	88.03
	Invoice: 5996NOV19					E-PHONE @ WFP DOCK			
				88.03	91011757 542100	GG-GF-WFP DOCK-PHONE			
				235977	8731NOV19	11/02/2019		M111319	59.21
	Invoice: 8731NOV19					COMMONS FIRE ALARM MONIT			
				59.21	91011755 542100	GG-C/E-COMMONS-PHONE			
				235978	8834NOV19	11/02/2019		M111319	71.98
	Invoice: 8834NOV19					259 FERNCLIFF AVE PRV TELEM			
				71.98	91411891 542100	GG-WTR-FAC-PHONE			
				235979	9136NOV19	11/02/2019		M111319	152.13
	Invoice: 9136NOV19					CH SECURITY ALARM MONIT			
				152.13	91011189 542100	GG-C/E-CITY HALL-PHONE			
				235980	9791NOV19	11/02/2019		M111319	137.80
	Invoice: 9791NOV19					POL TI MANDUS TELCOM			
				137.80	91011215 542100	GG-C/E-PD-PHONE			
				235981	9840NOV19	11/02/2019		M111319	50.35
	Invoice: 9840NOV19					HEAD OF BAY WELL TELEM			
				50.35	91411891 542100	GG-WTR-FAC-PHONE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					235982	9858NOV19	11/02/2019		M111319	50.35
Invoice: 9858NOV19							SANDS AVE WELL TELEM			
					50.35	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	352097 TOTAL:		1,304.06
352098	11/13/2019	PRTD	7451	GOOD TO GO!	235987	TB-193241752	10/18/2019		M111319	10.80
Invoice: TB-193241752							EX/520 TOLLS: A. LESAGE 10/18			
					10.80	31011256 543100	EX-GF-EMERG PREP-TRAVEL EXP			
							CHECK	352098 TOTAL:		10.80
352099	11/13/2019	PRTD	1826	JOHNSON CONTROLS INC	235986	41287865	07/10/2019	21800084	M111319	3,132.16
Invoice: 41287865							CH PANIC ALARM REPLACEMENT			
					3,132.16	73011183 54110000865	CH PANIC ALARMS UPGRADE-PRF SV			
							CHECK	352099 TOTAL:		3,132.16
352100	11/13/2019	PRTD	1205	PUGET SOUND ENERGY	235874	CITY HALL OCT19	11/01/2019		M111319	4,115.77
Invoice: CITY HALL OCT19							CITY HALL OCT 2019			
					4,115.77	91011189 547100	GG-C/E-CITY HALL-ELECTRIC			
					235897	828OCT19	11/04/2019		M111319	208.54
Invoice: 828OCT19							TAYLOR WELLS LID17 PH1			
					208.54	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
					235898	IL3OCT19	11/04/2019		M111319	29.30
Invoice: IL3OCT19							ROUNDABOUT HS/MADISON IMPR			
					29.30	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					235899	647OCT19	11/04/2019		M111319	43.78
Invoice: 647OCT19							ST LTS/TRAFFIC CONTR			
					43.78	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					235900	IL9OCT19	11/04/2019		M111319	107.07
Invoice: IL9OCT19							MADISON AVE S			
					107.07	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					235901	285OCT19	11/04/2019		M111319	175.86
Invoice: 285OCT19							SPS NORTHTOWN/SPORTSMAN			
					175.86	91421355 547100	GG-SWR-ELECTRIC			
					235902	735OCT19	11/04/2019		M111319	63.04
Invoice: 735OCT19							SHANNON DR/WFP DOCK			
					63.04	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					235903	182OCT19	11/04/2019		M111319	57.11
Invoice: 182OCT19							MUNI COURT METER E6			
					57.11	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				235904	058OCT19	11/04/2019		M111319	25.79
Invoice: 058OCT19					NE HIDDEN COVE				
				25.79	91011897 547100 GG-C/E-O&M YARD FAC-ELECTRIC				
				235905	973OCT19	11/04/2019		M111319	12.94
Invoice: 973OCT19					OC RESERVOIR LID17 PH2				
				12.94	91415345 547100 GG-ROCKAWAY BCH-UTILITIES				
				235906	558OCT19	11/04/2019		M111319	1,921.15
Invoice: 558OCT19					7315 NW HIDDEN COVE				
				1,921.15	91011897 547100 GG-C/E-O&M YARD FAC-ELECTRIC				
				235909	336OCT19	11/04/2019		M111319	149.70
Invoice: 336OCT19					SLS-9 ISLAND TERRACE				
				149.70	91421355 547100 GG-SWR-ELECTRIC				
				235910	IL11OCT19	11/04/2019		M111319	20.59
Invoice: IL11OCT19					ST LTS WW MAD TO 305				
				20.59	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235911	520-330OCT19	11/04/2019		M111319	63.13
Invoice: 520-330OCT19					210 WINSLOW WAY W IRRIGATION				
				63.13	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				235912	823OCT19	11/04/2019		M111319	10.43
Invoice: 823OCT19					BRIEN DR N/BOOTH EL PANEL				
				10.43	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				235913	682-B-OCT19	11/04/2019		M111319	28.16
Invoice: 682-B-OCT19					MUNI PARKING LOT-MADISON/MADRONA				
				28.16	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235914	736OCT19	11/04/2019		M111319	60.32
Invoice: 736OCT19					SHANNON DR/WFP RESTROOM				
				60.32	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				235915	040-581OCT19	11/04/2019		M111319	101.76
Invoice: 040-581OCT19					3900 HALLS HILL RD PUMP				
				101.76	91421355 547100 GG-SWR-ELECTRIC				
				235916	884OCT19	11/04/2019		M111319	96.24
Invoice: 884OCT19					SLS FERRY TERMINAL				
				96.24	91421355 547100 GG-SWR-ELECTRIC				
				235917	111OCT19	11/04/2019		M111319	363.49
Invoice: 111OCT19					POL STATION - METER 2				
				363.49	91011215 547100 GG-C/E-PD-ELECTRIC				
				235918	717OCT19	11/04/2019		M111319	216.85
Invoice: 717OCT19					POL STATION - METER 1				
				216.85	91011215 547100 GG-C/E-PD-ELECTRIC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				235919	520-374OCT19	11/04/2019		M111319	55.50
Invoice: 520-374OCT19					SIGNAL @ 108 OLYMPIC DR SE				
				55.50	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				235920	520-136OCT19	11/04/2019		M111319	2,128.53
Invoice: 520-136OCT19					HOB BOOSTER PUMP/WELL 7290 WYATT				
				2,128.53	91411345 547100 GG-WTR-ELECTRIC				
				235921	IL5OCT19	11/04/2019		M111319	98.16
Invoice: IL5OCT19					COMMODORE OFF HS @ OLYMPIC				
				98.16	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235922	291OCT19	11/04/2019		M111319	14.07
Invoice: 291OCT19					HEAD OF BAY WELL FIELD				
				14.07	91411345 547100 GG-WTR-ELECTRIC				
				235924	031OCT19	11/04/2019		M111319	142.72
Invoice: 031OCT19					SLS-6 LOVELL LOWER				
				142.72	91421355 547100 GG-SWR-ELECTRIC				
				235925	IL12OCT19	11/04/2019		M111319	72.88
Invoice: IL12OCT19					ST LTS WW 305-FERNCLIFF				
				72.88	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235926	573OCT19	11/04/2019		M111319	12.44
Invoice: 573OCT19					COMMODORE/HS RESERVOIR				
				12.44	91411345 547100 GG-WTR-ELECTRIC				
				235927	040-714OCT19	11/04/2019		M111319	10.43
Invoice: 040-714OCT19					7095 NE TWIN PONDS RD				
				10.43	91021182 547100 GG-OS-PROP MNGT-ELECTRIC				
				235928	206OCT19	11/04/2019		M111319	375.15
Invoice: 206OCT19					4586 PT WHITE DR NE				
				375.15	91421355 547100 GG-SWR-ELECTRIC				
				235929	256OCT19	11/04/2019		M111319	344.09
Invoice: 256OCT19					SLS-8 HWY 305/HARBORVIEW				
				344.09	91421355 547100 GG-SWR-ELECTRIC				
				235930	636OCT19	11/04/2019		M111319	77.58
Invoice: 636OCT19					SLS-7 WING PT WAY				
				77.58	91421355 547100 GG-SWR-ELECTRIC				
				235931	888OCT19	11/04/2019		M111319	197.80
Invoice: 888OCT19					NE HS RD PUMP				
				197.80	91411345 547100 GG-WTR-ELECTRIC				
				235932	658OCT19	11/04/2019		M111319	48.54
Invoice: 658OCT19					SLS-4 IRENE/LOWER HAWLEY				
				48.54	91421355 547100 GG-SWR-ELECTRIC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				235933	520-298OCT19	11/04/2019		M111319	237.89
Invoice: 520-298OCT19					SLS-5 WW/SUNDAY COVE				
				237.89	91421355 547100 GG-SWR-ELECTRIC				
				235934	640OCT19	11/04/2019		M111319	14.33
Invoice: 640OCT19					BRIEN DR S/BOOTH EL PANEL				
				14.33	91011768 547100 GG-C/E-PARKS-ELECTRIC				
				235936	983OCT19	11/04/2019		M111319	11.34
Invoice: 983OCT19					MILLER RD NE BEACON				
				11.34	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				235937	067OCT19	11/04/2019		M111319	10.43
Invoice: 067OCT19					MADISON PARKING LOT				
				10.43	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235938	IL7OCT19	11/04/2019		M111319	72.97
Invoice: IL7OCT19					MADISON PRJ HS TO WINSLOW II				
				72.97	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235939	466OCT19	11/04/2019		M111319	10.43
Invoice: 466OCT19					MADISON/HS RAINBRINGER				
				10.43	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				235940	093OCT19	11/04/2019		M111319	2,363.59
Invoice: 093OCT19					FLETCHER BAY WELL FIELD				
				2,363.59	91411345 547100 GG-WTR-ELECTRIC				
				235941	444OCT19	11/04/2019		M111319	347.06
Invoice: 444OCT19					BI COMMONS - 402 BJUNE DR				
				347.06	91011755 547100 GG-C/E-COMMONS-ELECTRIC				
				235942	461OCT19	11/04/2019		M111319	6,424.63
Invoice: 461OCT19					WWTP-1220 DONALD PL				
				6,424.63	91425358 547100 GG-WWTP-ELECTRIC				
				235943	WW&305OCT19	11/04/2019		M111319	544.92
Invoice: WW&305OCT19					WINSLOW WAY & 305				
				544.92	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				235944	831OCT19	11/04/2019		M111319	3,174.04
Invoice: 831OCT19					SANDS AVE NE WELL FIELD				
				3,174.04	91411345 547100 GG-WTR-ELECTRIC				
				235945	797OCT19	11/04/2019		M111319	113.62
Invoice: 797OCT19					MUNI COURT - METER E3				
				113.62	91011255 547100 GG-C/E-COURT BLDG-ELECTRIC				
				235946	247OCT19	11/04/2019		M111319	25.09
Invoice: 247OCT19					SSWM/DACENT FACILITY				
				25.09	91435838 547100 GG-DECANT-ELECTRIC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				235947	143OCT19	11/04/2019		M111319	10.43
Invoice: 143OCT19					REITAN RD/WELCOME TO BI				
				10.43	91111264 547100 GG-STREET-TRAF CONTROL-UTILITY				
				235948	IL1OCT19	11/04/2019		M111319	215.36
Invoice: IL1OCT19					ERCKSN/MDSN/WNSLW/KNCHTL				
				215.36	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235949	710OCT19	11/04/2019		M111319	272.96
Invoice: 710OCT19					SLS-2 WILLAGE CENTER				
				272.96	91421355 547100 GG-SWR-ELECTRIC				
				235950	893OCT19	11/04/2019		M111319	682.62
Invoice: 893OCT19					MUNI ST LIGHTING				
				682.62	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235951	040-751OCT19	11/04/2019		M111319	10.63
Invoice: 040-751OCT19					520 ERICKSEN AVE PRV				
				10.63	91411345 547100 GG-WTR-ELECTRIC				
				235952	SPRINGOCT19	11/04/2019		M111319	50.89
Invoice: SPRINGOCT19					SPRINGRIDGE RD/HANSEN HILL				
				50.89	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235953	LYNCTROCT19	11/04/2019		M111319	83.93
Invoice: LYNCTROCT19					4238 LYNWOOD CTR RD, BLOSSOM HILL				
				83.93	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235954	BKLYN&MADOCT19	11/04/2019		M111319	13.47
Invoice: BKLYN&MADOCT19					NEW BKLYN & MAD AVE ST LT				
				13.47	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235955	2360-MADOCT19	11/04/2019		M111319	13.47
Invoice: 2360-MADOCT19					2360 MAD AVE N-E. ENTRANCE ST LT				
				13.47	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235956	MAD&ORDOCT19	11/04/2019		M111319	13.47
Invoice: MAD&ORDOCT19					MADISON AVE N, ORDWAY CROSS ST LT				
				13.47	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235957	BKLYN&NTOWNOCT19	11/04/2019		M111319	13.47
Invoice: BKLYN&NTOWNOCT19					N BROOKLYN & NTOWN ST LT				
				13.47	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235958	WING&AZALEAOCT19	11/04/2019		M111319	11.09
Invoice: WING&AZALEAOCT19					WING PT & AZALEA AVE NE ST LT				
				11.09	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				
				235959	W.OFMAD-PH1OCT19	11/04/2019		M111319	922.31
Invoice: W.OFMAD-PH1OCT19					W.OF MAD - BAINBRIDGE CO PH1				
				922.31	91111263 547100 GG-STRT-STREET LIGHTING-UTIL				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					235960	E.OFMAD-PH2OCT19	11/04/2019		M111319	1,812.77
				Invoice: E.OFMAD-PH2OCT19			E.OF MAD-BAINBRIDGE CO PH2			
					1,812.77	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					235961	MAD&H.S.OCT19	11/04/2019		M111319	42.77
				Invoice: MAD&H.S.OCT19			MADISON AVE/HS AVE-ST LT			
					42.77	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					235962	2665OCT19	11/04/2019		M111319	162.71
				Invoice: 2665OCT19			301 SHANNON DR-WFP			
					162.71	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					235963	2681OCT19	11/04/2019		M111319	10.43
				Invoice: 2681OCT19			BJUNE WTRFRT PK BOOTH EL PANEL4			
					10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					235964	2996OCT19	11/04/2019		M111319	14.14
				Invoice: 2996OCT19			965 WEAVER RD NW			
					14.14	91411345 547100	GG-WTR-ELECTRIC			
					235965	3010OCT19	11/04/2019		M111319	10.43
				Invoice: 3010OCT19			BJUNE WTRFRT PK EL PANEL3			
					10.43	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					235966	3028OCT19	11/04/2019		M111319	11.72
				Invoice: 3028OCT19			BJUNE WTRFRT PK EL PANEL2			
					11.72	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					235967	3044OCT19	11/04/2019		M111319	10.43
				Invoice: 3044OCT19			278 WINSLOW WAY E KIOSK			
					10.43	91011739 547100	COMM EVENTS-ELECTRICITY			
					235968	3051OCT19	11/04/2019		M111319	10.94
				Invoice: 3051OCT19			BJUNE WTRFRT PK EL PANEL1			
					10.94	91011768 547100	GG-C/E-PARKS-ELECTRIC			
							CHECK 352100 TOTAL:			29,199.69
352101	11/13/2019	PRTD	408	ROLLING BAY COMMERCI	235984	986319	10/31/2019		M111319	4,115.00
				Invoice: 986319			CRT/NOVEMBER RENT			
					4,115.00	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK 352101 TOTAL:			4,115.00

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 37,761.71

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	37,761.71

*** GRAND TOTAL *** 37,761.71

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 11 126									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			15,778.61	
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				37,761.71
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			8,584.09	
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			8,382.34	
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			4,991.58	
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			25.09	
11/13/2019 M111319		111319			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			37,761.71	37,761.71
APP 631-130000					DUE TO/FROM CLEARING			37,761.71	
11/13/2019 M111319		111319							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				15,778.61
11/13/2019 M111319		111319							
APP 402-130000					DUE TO/FROM CLEARING				8,584.09
11/13/2019 M111319		111319							
APP 401-130000					DUE TO/FROM CLEARING				8,382.34
11/13/2019 M111319		111319							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				4,991.58
11/13/2019 M111319		111319							
APP 403-130000					DUE TO/FROM CLEARING				25.09
11/13/2019 M111319		111319							
					SYSTEM GENERATED ENTRIES TOTAL			37,761.71	37,761.71
					JOURNAL 2019/11/126 TOTAL			75,523.42	75,523.42

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	126	11/13/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		15,778.61
001-213000			GENERAL - ACCOUNTS PAYABLE	15,778.61	
			FUND TOTAL	15,778.61	15,778.61
101 STREET FUND	2019 11	126	11/13/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		4,991.58
101-213000			STREETS - ACCOUNTS PAYABLE	4,991.58	
			FUND TOTAL	4,991.58	4,991.58
401 WATER OPERATING FUND	2019 11	126	11/13/2019		
401-130000			DUE TO/FROM CLEARING		8,382.34
401-213000			ACCOUNTS PAYABLE	8,382.34	
			FUND TOTAL	8,382.34	8,382.34
402 SEWER OPERATING FUND	2019 11	126	11/13/2019		
402-130000			DUE TO/FROM CLEARING		8,584.09
402-213000			ACCOUNTS PAYABLE	8,584.09	
			FUND TOTAL	8,584.09	8,584.09
403 STORM & SURFACE WATER FUND	2019 11	126	11/13/2019		
403-130000			DUE TO/FROM CLEARING		25.09
403-213000			ACCOUNTS PAYABLE	25.09	
			FUND TOTAL	25.09	25.09
631 CLEARING FUND	2019 11	126	11/13/2019		
631-130000			DUE TO/FROM CLEARING	37,761.71	
635-111100			CASH		37,761.71
			FUND TOTAL	37,761.71	37,761.71

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		15,778.61
101	STREET FUND		4,991.58
401	WATER OPERATING FUND		8,382.34
402	SEWER OPERATING FUND		8,584.09
403	STORM & SURFACE WATER FUND		25.09
631	CLEARING FUND	37,761.71	
	TOTAL	37,761.71	37,761.71

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

Manual
CF 11/14/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
352102	11/14/2019	PRTD	7180	HELPLINE HOUSE	236001	11/1/2019	11/01/2019		M111419	19,110.00
	Invoice: 11/1/2019						EMERGENCY RENTAL/MORTGAGE ASSI			
					19,110.00	31180592 54130300297	EMERGENCY RENTAL ASSISTANCE			
							CHECK 352102 TOTAL:			19,110.00
352103	11/14/2019	PRTD	6714	TOSHIBA FINANCIAL SE	236002	25774097	10/22/2019		M111419	188.58
	Invoice: 25774097						CRT/E-STUDIO3005AC LEASE			
					188.58	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK 352103 TOTAL:			188.58
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			19,298.58

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	19,298.58

*** GRAND TOTAL *** 19,298.58

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 11 165				
APP 108-213000	AFFORD HSG - ACCOUNTS PAYABLE		19,110.00	
11/14/2019 M111419 111419	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			19,298.58
11/14/2019 M111419 111419	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		188.58	
11/14/2019 M111419 111419	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		19,298.58	19,298.58
APP 631-130000	DUE TO/FROM CLEARING		19,298.58	
11/14/2019 M111419 111419				
APP 108-130000	AFFORD HSG DUE TO/FROM CLEAR'G			19,110.00
11/14/2019 M111419 111419				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			188.58
11/14/2019 M111419 111419				
	SYSTEM GENERATED ENTRIES TOTAL		19,298.58	19,298.58
	JOURNAL 2019/11/165 TOTAL		38,597.16	38,597.16

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	165	11/14/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		188.58
001-213000			GENERAL - ACCOUNTS PAYABLE	188.58	
			FUND TOTAL	188.58	188.58
108 AFFORDABLE HOUSING FUND	2019 11	165	11/14/2019		
108-130000			AFFORD HSG DUE TO/FROM CLEAR'G		19,110.00
108-213000			AFFORD HSG - ACCOUNTS PAYABLE	19,110.00	
			FUND TOTAL	19,110.00	19,110.00
631 CLEARING FUND	2019 11	165	11/14/2019		
631-130000			DUE TO/FROM CLEARING	19,298.58	
635-111100			CASH		19,298.58
			FUND TOTAL	19,298.58	19,298.58

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		188.58
108	AFFORDABLE HOUSING FUND		19,110.00
631	CLEARING FUND	19,298.58	
	TOTAL	19,298.58	19,298.58

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

Manual
CF 11/15/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
352104	11/15/2019	PRTD	102	CITY OF BAINBRIDGE I	236034	RETREQ1-790	11/05/2019	21900070	M111519	1,175.00
Invoice: RETREQ1-790						DAVE ULLIN OWM BUOY-RET				
						1,175.00 73311475 66300000790 OWM-5 ADD'L BUOYS-CONSTR				
								CHECK	352104 TOTAL:	1,175.00
352105	11/15/2019	PRTD	5403	NORWEST MARINE, LLC	236033	PAYREQ1-790	11/05/2019	21900069	M111519	24,440.00
Invoice: PAYREQ1-790						DAVE ULLIN OWM BUOY INSTL				
						24,440.00 73311475 66300000790 OWM-5 ADD'L BUOYS-CONSTR				
								CHECK	352105 TOTAL:	24,440.00
						NUMBER OF CHECKS 2		*** CASH ACCOUNT TOTAL ***		25,615.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	25,615.00

*** GRAND TOTAL *** 25,615.00

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 11 168				
APP 301-213000	ACCOUNTS PAYABLE		25,615.00	
11/15/2019 M111519 111519	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			25,615.00
11/15/2019 M111519 111519	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		25,615.00	25,615.00
APP 631-130000	DUE TO/FROM CLEARING		25,615.00	
11/15/2019 M111519 111519				
APP 301-130000	DUE TO/FROM CLEARING			25,615.00
11/15/2019 M111519 111519				
	SYSTEM GENERATED ENTRIES TOTAL		25,615.00	25,615.00
	JOURNAL 2019/11/168 TOTAL		51,230.00	51,230.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2019 11	168	11/15/2019			
301-130000			DUE TO/FROM CLEARING			25,615.00
301-213000			ACCOUNTS PAYABLE		25,615.00	
				FUND TOTAL	25,615.00	25,615.00
631 CLEARING FUND	2019 11	168	11/15/2019			
631-130000			DUE TO/FROM CLEARING		25,615.00	
635-111100			CASH			25,615.00
				FUND TOTAL	25,615.00	25,615.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301	CAPITAL CONSTRUCTION FUND		25,615.00
631	CLEARING FUND	25,615.00	
	TOTAL	25,615.00	25,615.00

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

Manual CF 11/18/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
352106	11/18/2019	PRTD	102	CITY OF BAINBRIDGE I	236054	RETREQ2-954	11/12/2019	21900019	M111519	34.74
Invoice: RETREQ2-954						OM FUEL/WFP KIOSK ELEC-RET				
					34.74	73011757 54810000954 DOCK PAY STATION R&M				
								CHECK	352106 TOTAL:	34.74
352107	11/18/2019	PRTD	8903	HENDEN ELECTRIC, INC	236055	PAYREQ2-954	11/12/2019	21900018	M111519	312.66
Invoice: PAYREQ2-954						FUEL TANK & WFP PAY KIOSK ELEC				
					312.66	73011757 54810000954 DOCK PAY STATION R&M				
								CHECK	352107 TOTAL:	312.66
352108	11/18/2019	PRTD	8622	ROOST LAND COMPANY,	236056	11/8/19	11/08/2019		M111519	36,000.00
Invoice: 11/8/19						24 ERUS @ $1500				
					36,000.00	62038 386001 LATECOMER (ROOST)				
								CHECK	352108 TOTAL:	36,000.00
						NUMBER OF CHECKS 3		*** CASH ACCOUNT TOTAL ***		36,347.40

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	36,347.40

*** GRAND TOTAL *** 36,347.40

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 11 213				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		347.40	
11/18/2019 M111519 111519	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			36,347.40
11/18/2019 M111519 111519	AP CASH DISBURSEMENTS JOURNAL			
APP 622-213000	ACCOUNTS PAYABLE		36,000.00	
11/18/2019 M111519 111519	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		36,347.40	36,347.40
APP 631-130000	DUE TO/FROM CLEARING		36,347.40	
11/18/2019 M111519 111519				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			347.40
11/18/2019 M111519 111519				
APP 622-130000	DUE TO/FROM CLEARING			36,000.00
11/18/2019 M111519 111519				
	SYSTEM GENERATED ENTRIES TOTAL		36,347.40	36,347.40
	JOURNAL 2019/11/213 TOTAL		72,694.80	72,694.80

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	213	11/18/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		347.40
001-213000			GENERAL - ACCOUNTS PAYABLE	347.40	
			FUND TOTAL	347.40	347.40
622 EXPENDABLE TRUST FUND	2019 11	213	11/18/2019		
622-130000			DUE TO/FROM CLEARING		36,000.00
622-213000			ACCOUNTS PAYABLE	36,000.00	
			FUND TOTAL	36,000.00	36,000.00
631 CLEARING FUND	2019 11	213	11/18/2019		
631-130000			DUE TO/FROM CLEARING	36,347.40	
635-111100			CASH		36,347.40
			FUND TOTAL	36,347.40	36,347.40

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		347.40
622	EXPENDABLE TRUST FUND		36,000.00
631	CLEARING FUND	36,347.40	
	TOTAL	36,347.40	36,347.40

** 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			
352109	11/27/2019	PRTD	9249	911 SUPPLY INC	236057	81524	11/07/2019		11/24/19	65.99
Invoice: 81524							POL/PATROL BAG: NOEL			
					65.99	53011212 531100	PD-C/E-PATROL SUPPLIES			
					236058	81333	11/04/2019		11/24/19	72.21
Invoice: 81333							POL/HASHMARKS			
					72.21	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	352109 TOTAL:		138.20
352110	11/27/2019	PRTD	5	ACE HARDWARE	235876	45153/1	11/06/2019		11/24/19	38.63
Invoice: 45153/1							PW/WWTP SUPPLIES			
					38.63	73425358 531100	O&M-WWTP-SUPPLIES			
					235877	45147/1	11/06/2019		11/24/19	3.80
Invoice: 45147/1							PW/BIG BELLY FUSES			
					3.80	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					235878	45141/1	11/05/2019		11/24/19	18.52
Invoice: 45141/1							PW/BATTERIES			
					18.52	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					235879	44145/1	11/05/2019		11/24/19	104.60
Invoice: 44145/1							PW/ANTISOPHON VAC BREAK			
					104.60	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					235880	45111/1	10/31/2019		11/24/19	91.96
Invoice: 45111/1							PW/WINSLOW WATER SUPPLIES			
					91.96	73411345 531100	OFFICE SUPPLIES			
					235881	45053/1	10/23/2019		11/24/19	13.07
Invoice: 45053/1							PW/ANTIFREEZE			
					13.07	73425358 531100	O&M-WWTP-SUPPLIES			
					235882	45059/1	10/23/2019		11/24/19	10.86
Invoice: 45059/1							PW/HARDWARE			
					10.86	73411345 531100	OFFICE SUPPLIES			
					236059	45211/1	11/13/2019		11/24/19	35.95
Invoice: 45211/1							PW/ELECTRICAL SUPPLIES			
					35.95	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					236060	45202/1	11/12/2019		11/24/19	130.73
Invoice: 45202/1							PW/SPRAYER, VAC BREAK, RUBBING ALC			
					130.73	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					236061	45200/1	11/12/2019		11/24/19	23.75
Invoice: 45200/1							EXTENSION BAR			
					23.75	73111262 531100	O&M-RDS-TRAILS-SUPPLIES			
					236062	45179/1	11/08/2019		11/24/19	2.59

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							PW/KEY			
Invoice: 45179/1										
						2.59 73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					236063	45183/1	11/08/2019		11/24/19	12.81
							PW/MOLDING TAPE			
Invoice: 45183/1										
						12.81 73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					236064	45171/1	11/07/2019		11/24/19	28.31
							PW/WFP TRAIL LIGHT MAINT			
Invoice: 45171/1										
						28.31 73111262 531100	O&M-RDS-TRAILS-SUPPLIES			
					236065	45167/1	11/07/2019		11/24/19	6.06
							PW/TIP LEG BLK RUBBERX4			
Invoice: 45167/1										
						6.06 73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					236093	45240/1	11/15/2019		11/24/19	5.44
							PW/GRAFFITI REMOVAL SUPPLIES			
Invoice: 45240/1										
						5.44 73111427 531100	OFFICE SUPPLIES			
					236094	45172/1	11/07/2019		11/24/19	86.89
							PW/EXT CORD, STOPS, HEATER			
Invoice: 45172/1										
						86.89 73411345 531100	OFFICE SUPPLIES			
							CHECK	352110 TOTAL:		613.97
352111	11/27/2019	PRTD	9261	AGM ADVERTISING AND	236234	20	11/18/2019		11/24/19	275.00
							EX/MORATORIUM WORKSHOP GRAPHICS			
Invoice: 20										
						275.00 31011572 541100	EX-GF-OUTREACH-PROF SVCS			
							CHECK	352111 TOTAL:		275.00
352112	11/27/2019	PRTD	7726	AIR MANAGEMENT SOLUT	235885	0001130118	10/31/2019		11/24/19	816.42
							PW/BOILER REPAIR			
Invoice: 0001130118										
						816.42 73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
							CHECK	352112 TOTAL:		816.42
352113	11/27/2019	PRTD	863	INTERSTATE BATTERIES	235886	22059823	10/24/2019		11/24/19	271.30
							PW,POL/BATTERIES			
Invoice: 22059823										
						132.93 73421355 531100	WIN COLL-SUPPLIES			
						138.37 53011212 531100	PD-C/E-PATROL SUPPLIES			
					236095	22060044	11/08/2019		11/24/19	278.93
							PW/BATTERIES: 205			
Invoice: 22060044										
						139.46 73111427 531100	OFFICE SUPPLIES			
						139.47 73111423 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	352113 TOTAL:	550.23
352114	11/27/2019	PRTD	2331	AM TEST INC	235887	112359	09/25/2019		11/24/19	40.00
	Invoice: 112359						PW/VECTOR ATTRACT REDUCT			
					40.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
					235888	111855	08/23/2019		11/24/19	120.00
	Invoice: 111855						PW/FLOURIDE			
					120.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
					235889	111745	08/20/2019		11/24/19	40.00
	Invoice: 111745						PW/VECTOR ATTRACT REDUCT			
					40.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
					235890	111650	08/16/2019		11/24/19	60.00
	Invoice: 111650						PW/FLOURIDE			
					60.00	73425358 541100	O&M-WWTP-PROF SVCS			
					236096	113187	11/15/2019		11/24/19	60.00
	Invoice: 113187						PW/FLOURIDE			
					60.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
								CHECK	352114 TOTAL:	320.00
352115	11/27/2019	PRTD	4739	AMERICAN LEGION - CO	236232	191201	11/18/2019		11/24/19	90.00
	Invoice: 191201						EX/DEC RENT			
					90.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
								CHECK	352115 TOTAL:	90.00
352116	11/27/2019	PRTD	7166	AMERICAN MESSAGING	235891	W4104492TK	11/01/2019		11/24/19	94.03
	Invoice: W4104492TK						PW/MESSAGING SERVICE			
					94.03	73637891 542100	O&M - ALLOC FACIL TELEPHONE			
								CHECK	352116 TOTAL:	94.03
352117	11/27/2019	PRTD	4260	AMERICAN PLANNING AS	236003	203522-19106	10/28/2019		11/24/19	388.00
	Invoice: 203522-19106						PCD/MEMBERSHIP: TAYARA			
					388.00	63470588 549100	CUR-DEV PLAN-DUES/SUBSCR			
								CHECK	352117 TOTAL:	388.00
352118	11/27/2019	PRTD	4710	ASSOCIATED PETROLEU	235892	1484136-IN	10/29/2019		11/24/19	838.57
	Invoice: 1484136-IN						PW/748.8 GAL PROPANE			
					838.57	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
					235893	0127790-IN	10/24/2019		11/24/19	1,391.44

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
	Invoice: 0127790-IN			1,391.44	73638932 532000	PW/501 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				235894	0127789-IN	10/24/2019		11/24/19	398.10
	Invoice: 0127789-IN			398.10	73638893 532000	PW/100 GAL DIESEL O&M-FUEL USE-ALLOCATION			
				235895	0126325-IN	10/22/2019		11/24/19	699.31
	Invoice: 0126325-IN			699.31	73638932 532000	PW/238 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				235988	0126286-IN	10/22/2019		11/24/19	608.04
	Invoice: 0126286-IN			608.04	73638893 532000	PW/170 GAL DIESEL O&M-FUEL USE-ALLOCATION			
				235989	0124886-IN	10/17/2019		11/24/19	904.69
	Invoice: 0124886-IN			904.69	73638932 532000	PW/300 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				235990	1172682-IN	10/17/2019		11/24/19	761.59
	Invoice: 1172682-IN			761.59	73638893 532000	PW/235 GAL DIESEL O&M-FUEL USE-ALLOCATION			
				235991	0123658-IN	10/15/2019		11/24/19	642.92
	Invoice: 0123658-IN			642.92	73638932 532000	PW/218 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				235992	0123657-IN	10/15/2019		11/24/19	497.46
	Invoice: 0123657-IN			497.46	73638893 532000	PW/150 GAL DIESEL O&M-FUEL USE-ALLOCATION			
				235993	0116053-IN	09/26/2019		11/24/19	795.66
	Invoice: 0116053-IN			795.66	73638932 532000	PW/300 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				235995	0116041-IN	09/26/2019		11/24/19	419.79
	Invoice: 0116041-IN			419.79	73638893 532000	PW/130 GAL DISEL O&M-FUEL USE-ALLOCATION			
				236097	0133433-IN	11/07/2019		11/24/19	636.29
	Invoice: 0133433-IN			636.29	73638932 532000	PW/251 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				236098	0133428-IN	11/07/2019		11/24/19	427.09
	Invoice: 0133428-IN			427.09	73638893 532000	PW/112 GAL DIESEL O&M-FUEL USE-ALLOCATION			
				236099	0132527-IN	11/05/2019		11/24/19	600.84
	Invoice: 0132527-IN			600.84	73638932 532000	PW/214 GAL UNLEADED O&M-FUEL ALLOC TO OTH DEPTS			
				236100	0132514-IN	11/05/2019		11/24/19	300.57

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 0132514-IN						PW/70 GAL UNLEADED			
						300.57 73638893 532000	O&M-FUEL USE-ALLOCATION			
					236101	0130500-IN	11/01/2019		11/24/19	1,398.32
	Invoice: 0130500-IN						PW/501 GAL UNLEADED			
						1,398.32 73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					236102	0130499-IN	11/01/2019		11/24/19	1,218.14
	Invoice: 0130499-IN						PW/370 GAL DIESEL			
						1,218.14 73638893 532000	O&M-FUEL USE-ALLOCATION			
					236104	0129852-IN	10/29/2019		11/24/19	793.18
	Invoice: 0129852-IN						PW/277 GAL UNLEADED			
						793.18 73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					236105	0129838-IN	10/29/2019		11/24/19	240.12
	Invoice: 0129838-IN						PW/50 GAL DIESEL			
						240.12 73638893 532000	O&M-FUEL USE-ALLOCATION			
								CHECK	352118 TOTAL:	13,572.12
352119	11/27/2019	PRTD	9228	AQUA TECH	236107	AT1082019-9	10/08/2019		11/24/19	599.50
	Invoice: AT1082019-9						PW/E-CALLOUT 3250 PT WHT DR			
						599.50 73426355 54810000562	GRINDER PUMP MAINT CONTRACT			
								CHECK	352119 TOTAL:	599.50
352120	11/27/2019	PRTD	7821	AUS WEST LOCKBOX	235996	1991472555	10/24/2019		11/24/19	53.99
	Invoice: 1991472555						PW/LAUNDRY SERVICE			
						53.99 73638893 589310	LAUNDRY SERVICES			
					236108	1991492249	11/07/2019		11/24/19	53.99
	Invoice: 1991492249						PW/LAUNDRY SERVICES			
						53.99 73638893 589310	LAUNDRY SERVICES			
								CHECK	352120 TOTAL:	107.98
352121	11/27/2019	PRTD	1159	AUTOGLASS PLUS INC	236109	B0042296	11/07/2019		11/24/19	43.55
	Invoice: B0042296						PW/REPAIR #215			
						43.55 73637957 548100	O&M ALLOC-80%FAC/20%STRT-R&M			
								CHECK	352121 TOTAL:	43.55
352122	11/27/2019	PRTD	4365	AUTOMATIC FUNDS TRAN	235997	BAIN1910028	10/31/2019		11/24/19	151.60
	Invoice: BAIN1910028						FIN/B&O REMIT: OCT 2019			
						150.00 41011141 541100	FIN - C/E ADMIN PROF SERVICES			
						1.60 41011141 542500	FIN-C/E-ADM-POSTAGE/SHIPPING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					235998	BAIN1910983	10/31/2019		11/24/19	361.00
				Invoice: BAIN1910983			FIN/PHN & WEB PMT SVCS			
					180.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					180.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					235999	111795	10/18/2019		11/24/19	4.55
				Invoice: 111795			FIN/FINAL BILL: PRINT & MAIL			
					.77	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					.78	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					1.50	91411891 542500	GG-WTR-FAC-POSTAGE			
					1.50	91421891 542500	GG-SWR-FAC-POSTAGE			
								CHECK	352122 TOTAL:	517.15
352123	11/27/2019	PRTD	54	BAINBRIDGE RENTAL IN	236000	CON#55470	10/25/2019		11/24/19	70.28
				Invoice: CON#55470			PW/DRIVE SHAFT, CLUTCH DRUM			
					70.28	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
								CHECK	352123 TOTAL:	70.28
352124	11/27/2019	PRTD	55	SOUND PUBLISHING, IN	236004	7953117-2429850	10/31/2019		11/24/19	140.00
				Invoice: 7953117-2429850			PCD/PPM: MCGRAW			
					140.00	63470586 544000	CUR-DEV-ZONING-ADV			
					236005	7953117-2429878	10/31/2019		11/24/19	140.00
				Invoice: 7953117-2429878			PCD/PPM: TRANSFER STN			
					140.00	63470586 544000	CUR-DEV-ZONING-ADV			
					236006	7953117-A	10/31/2019		11/24/19	280.00
				Invoice: 7953117-A			CC/SAL COMM: 2429880, 2430167			
					280.00	11011113 544000	COUNCIL - LEGAL NOTICES			
					236007	7953117-B	10/31/2019		11/24/19	280.00
				Invoice: 7953117-B			CC/CIV SVC: 2429881,2430168			
					280.00	11011113 544000	COUNCIL - LEGAL NOTICES			
								CHECK	352124 TOTAL:	840.00
352125	11/27/2019	PRTD	55	SOUND PUBLISHING, IN	236008	BIR879486	11/01/2019		11/24/19	86.18
				Invoice: BIR879486			PCD/NOA:PLN50880 SPR/CUP			
					86.18	63470586 544000	CUR-DEV-ZONING-ADV			
					236009	BIR879491	11/01/2019		11/24/19	75.56
				Invoice: BIR879491			PCD/NOA: PLN51574 SPT			
					75.56	63470586 544000	CUR-DEV-ZONING-ADV			
					236010	BIR879490	11/01/2019		11/24/19	75.56
				Invoice: BIR879490			PCD/NOA: PLN51569 SPT			
					75.56	63470586 544000	CUR-DEV-ZONING-ADV			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					236011	BIR879487	11/01/2019		11/24/19	79.10
Invoice: BIR879487						PCD/NOA: PLN51296A SSDP				
					79.10	63470586 544000 CUR-DEV-ZONING-ADV				
					236067	BIR880323	11/08/2019		11/24/19	138.13
Invoice: BIR880323						PCD/NOT DNS: 2019-33				
					138.13	61011581 544000 PCD - C/E ADMIN ADVERTISING				
					236068	BIR878992	11/07/2019		11/24/19	81.46
Invoice: BIR878992						ENG/RFQ: HS RD IMPRV				
					81.46	72321953 64400000966 HS ROAD SAFETY IMPR-ADV				
								CHECK	352125 TOTAL:	535.99
352126	11/27/2019	PRTD	55	SOUND PUBLISHING, IN	236012	7953353	10/31/2019		11/24/19	44.74
Invoice: 7953353						HR/AD: ADMIN SPEC II				
					44.74	33011161 544000 HR-C/E-ADVERTISING				
								CHECK	352126 TOTAL:	44.74
352127	11/27/2019	PRTD	55	SOUND PUBLISHING, IN	236069	7953150-2437777	10/31/2019		11/24/19	87.50
Invoice: 7953150-2437777						POL/CLASSIFIEDS: PROPERTY				
					87.50	51011191 544000 PD-C/E-PROP RM-ADVERTISING				
					236070	7953150-2438127	10/31/2019		11/24/19	148.75
Invoice: 7953150-2438127						POL/LEGAL: NOI RUTH-LESS				
					148.75	55011757 54400000159 PD-DERELICT VES-ADVERTISING				
								CHECK	352127 TOTAL:	236.25
352128	11/27/2019	PRTD	7179	BAINBRIDGE YOUTH SER	236014	Q3 2019	11/07/2019		11/24/19	12,813.00
Invoice: Q3 2019						Q3 2019 COMMUNITY SERVICES FUNDING				
					12,813.00	31017526 54110000297 EX-BYS-YOUTH COUNS & JOB OPP				
								CHECK	352128 TOTAL:	12,813.00
352129	11/27/2019	PRTD	9262	BOULDER PARK INC	236110	3142	11/11/2019		11/24/19	7,316.00
Invoice: 3142						BOIDOLIDS MANAGEMENT/DISPOSAL				
					7,316.00	73425358 54790100551 BIOSOLIDS WASTE DISPOSAL				
								CHECK	352129 TOTAL:	7,316.00
352130	11/27/2019	PRTD	78	BROWNE WHEELER ENGIN	236015	9604	10/07/2019		11/24/19	1,203.75
Invoice: 9604						O&M PUMP HOUSE REPAIR ENG REPO				
					1,203.75	73011897 54110001043 PWY-PUMP HOUSE & WELL-PROF SVC				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK 352130 TOTAL:			1,203.75
352131	11/27/2019	PRTD	2495	CH2O INTERNATIONAL	236111	288165	10/29/2019	21900063	11/24/19	2,337.71
Invoice: 288165							PROPYLENE GLYCOL AND LABOR TO			
					2,337.71	73011183 548100	O&M-C/E-CH FAC-REPAIRS			
							CHECK 352131 TOTAL:			2,337.71
352132	11/27/2019	PRTD	9294	VICTORIA BRAZITIS	236016	1006	11/01/2019		11/24/19	3,872.09
Invoice: 1006							EX/CONSULTING SVCS OCT 2019			
					3,872.09	31011131 541100	EX-GF-PROF SERVICES			
							CHECK 352132 TOTAL:			3,872.09
352133	11/27/2019	PRTD	8253	CHS NORTHWEST	236017	36628/H	11/01/2019		11/24/19	456.12
Invoice: 36628/H							PW/49 BAGS COURSE SALT			
					456.12	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
							CHECK 352133 TOTAL:			456.12
352134	11/27/2019	PRTD	102	CITY OF BAINBRIDGE I	236071	RETREQ1-1029	11/14/2019	21900049	11/24/19	18,660.96
Invoice: RETREQ1-1029							2019 CHIP SEAL-RET			
					18,660.96	72111423 54810001029	2019 CHIP SEAL - RPR AND MAINT			
							CHECK 352134 TOTAL:			18,660.96
352135	11/27/2019	PRTD	102	CITY OF BAINBRIDGE I	236072	RETREQ2-851	10/14/2019	21900060	11/24/19	984.85
Invoice: RETREQ2-851							2019 ANNUAL DRNG PRJ-RET			
					984.85	72431835 54810000851	2019 DRAINAGE/CULVERT R&M			
							CHECK 352135 TOTAL:			984.85
352136	11/27/2019	PRTD	102	CITY OF BAINBRIDGE I	236133	RETREQFINAL-1029	11/15/2019	21900049	11/24/19	1,604.14
Invoice: RETREQFINAL-1029							2019 CHIP SEAL-RET			
					1,604.14	72111423 54810001029	2019 CHIP SEAL - RPR AND MAINT			
							CHECK 352136 TOTAL:			1,604.14
352137	11/27/2019	PRTD	103	CITY OF BAINBRIDGE I	236018	21900234	11/05/2019		11/24/19	96.48
Invoice: 21900234							OCT 2019 WELL WATER			
					29.73	73111290 547500	O&M-STREET-ADM OH-CITY WTR/SWR			
					32.33	73421355 547500	O&M-SWR-CITY WATER/SEWER BILL			
					34.42	73431835 547500	O&M-SSWM MAINT-CITY WTR/SWR			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	352137 TOTAL:	96.48
352138	11/27/2019	PRTD	7049	COLUMBIA BANK	236073	20190289 18	07/02/2019		11/24/19	125.00
	Invoice: 20190289 18						POL/RESEARCH FEES			
					125.00	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
								CHECK	352138 TOTAL:	125.00
352139	11/27/2019	PRTD	8111	COMMUNITY SOLAR SOLU	236019	OCT-19	11/01/2019		11/24/19	23.44
	Invoice: OCT-19						OCT 2019 SOLAR NET METERING			
					23.44	91011189 54500000627	CH SOLAR-NET METERING PYMTS			
								CHECK	352139 TOTAL:	23.44
352140	11/27/2019	PRTD	4578	CONSOLIDATED ELECTRI	236074	0936-715144	06/26/2019		11/24/19	1,744.00
	Invoice: 0936-715144						ENG/WFP LIGHTING SUPPLIES			
					1,744.00	72111262 53110000778	WFP BRIDGE TRAIL LIGHTS-SUPPLY			
					236113	0936-721374	10/16/2019	21900055	11/24/19	2,558.66
	Invoice: 0936-721374						BNS1 BOUNCE PICOEMITTER LED FO			
					2,558.66	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
								CHECK	352140 TOTAL:	4,302.66
352141	11/27/2019	PRTD	9328	COTTRELL, ELISA	236041	82223	11/15/2019		11/24/19	7.74
	Invoice: 82223						UB 10232 381 FIR ACRES DRIVE NW			
					7.74	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	352141 TOTAL:	7.74
352142	11/27/2019	PRTD	1596	CUMMINS INC	236020	01-54790	10/25/2019		11/24/19	99.27
	Invoice: 01-54790						PW/LAMP ASSY #147			
					99.27	73421355 531100	WIN COLL-SUPPLIES			
								CHECK	352142 TOTAL:	99.27
352143	11/27/2019	PRTD	6363	LN CURTIS & SONS	236075	INV333126	11/04/2019		11/24/19	483.35
	Invoice: INV333126						POL/UNIFORMS: BINGHAM			
					483.35	53011212 520000	POLICE - C/E PATROL BENEFITS			
					236077	INV334303	11/08/2019		11/24/19	256.02
	Invoice: INV334303						POL/EQUIPMENT: NOEL			
					256.02	53011212 520000	POLICE - C/E PATROL BENEFITS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 352143 TOTAL:		739.37
352144	11/27/2019	PRTD	7016	CUSTOM PRINTING	236021	8968	10/25/2019		11/24/19	331.43
Invoice: 8968						FIN/WINDOW ENVELOPES: AP				
					331.43	41011141 531100 FIN - C/E ADMIN SUPPLIES				
								CHECK 352144 TOTAL:		331.43
352145	11/27/2019	PRTD	152	DAILY JOURNAL OF COM	236078	3352977	11/02/2019		11/24/19	333.90
Invoice: 3352977						ENG/RFQ: HS RD SAFETY IMPR				
					333.90	72321953 64400000966 HS ROAD SAFETY IMPR-ADV				
								CHECK 352145 TOTAL:		333.90
352146	11/27/2019	PRTD	1410	DOOLITTLE HOLDINGS I	236079	PAYREQ1-1028	11/14/2019	21900048	11/24/19	354,558.19
Invoice: PAYREQ1-1028						2019 CHIP SEALING PROJECT				
					354,558.19	72111423 54810001029 2019 CHIP SEAL - RPR AND MAINT				
					236134	PAYREQFINAL-1029	11/15/2019	21900048	11/24/19	30,478.90
Invoice: PAYREQFINAL-1029						2019 CHIP SEALING PROJECT				
					30,478.90	72111423 54810001029 2019 CHIP SEAL - RPR AND MAINT				
								CHECK 352146 TOTAL:		385,037.09
352147	11/27/2019	PRTD	672	DSC INC	236022	99657	10/30/2019		11/24/19	96.92
Invoice: 99657						PW/O-RINGS				
					96.92	73111256 53110000999 2019 STORM PREP-STRT-SUPPLIES				
					236023	99611	10/22/2019		11/24/19	184.66
Invoice: 99611						PW/HOSE & FITTINGS				
					184.66	73637958 531100 ROADSIDE MOWER ALLOC-SUPPLIES				
								CHECK 352147 TOTAL:		281.58
352148	11/27/2019	PRTD	9148	DUENDE PRESS	236233	612	11/19/2019		11/24/19	2,050.00
Invoice: 612						EX/DECEMBER COBI CONNECTS				
					2,050.00	31011572 54110001015 NEWSLETTER-PROF SVCS				
								CHECK 352148 TOTAL:		2,050.00
352149	11/27/2019	PRTD	8816	ECOANALYSTS, INC.	236024	2252	11/05/2019		11/24/19	900.00
Invoice: 2252						PW/Q4 DAPHNID TESTING				
					900.00	73425358 54110000391 LAB & TESTING SVCS-WWTP				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	352149 TOTAL:	900.00
352150	11/27/2019	PRTD	7510	EXPERIAN	236080	CD2007001894	10/25/2019		11/24/19	92.65
Invoice: CD2007001894							POL/INFORMATION SERVICES			
					92.65	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
								CHECK	352150 TOTAL:	92.65
352151	11/27/2019	PRTD	1953	FERGUSON ENTERPRISES	236082	0818052	11/01/2019		11/24/19	1,114.26
Invoice: 0818052							PW/CHAIN EXT, PIPE CUTTER, CHAIN ASSY			
					557.13	73431835 531100	OFFICE SUPPLIES			
					557.13	73421355 531100	WIN COLL-SUPPLIES			
					236114	0816842	10/25/2019		11/24/19	215.45
Invoice: 0816842							PW/CONC TO CON COUPL X2			
					215.45	421 141100	SEWER-INVENTORY			
								CHECK	352151 TOTAL:	1,329.71
352152	11/27/2019	PRTD	9299	GALUP, LUIS & SHEILA	236036	82218	11/15/2019		11/24/19	53.78
Invoice: 82218							UB 12840 9164 BURLINGAME COURT NE			
					53.78	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	352152 TOTAL:	53.78
352153	11/27/2019	PRTD	513	GRAINGER	236115	9356573742	11/14/2019		11/24/19	71.77
Invoice: 9356573742							PW/COUPLINGS			
					71.77	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK	352153 TOTAL:	71.77
352154	11/27/2019	PRTD	6359	GRAVITEC SYSTEMS INC	236025	16264	09/27/2019		11/24/19	11,521.00
Invoice: 16264							CITY HALL FALL PROTECTION SYS			
					11,521.00	73011183 54810000912	FAC ROOF FALL PROTECTION-R&M			
								CHECK	352154 TOTAL:	11,521.00
352155	11/27/2019	PRTD	6765	GREY CHEVROLET	235439	6086768	10/15/2019		11/24/19	480.30
Invoice: 6086768							POL/VEH 224 MAINT			
					480.30	53011212 548100	POLICE - C/E PATROL MAINTENANC			
					236026	5107581	08/08/2019		11/24/19	-54.50
Invoice: 5107581							POL/RETURNED LAMP			
					-54.50	53011212 531100	PD-C/E-PATROL SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
								CHECK	352155 TOTAL:	425.80
352156	11/27/2019	PRTD	252	H.D. FOWLER COMPANY	236027	I5318554	10/24/2019		11/24/19	292.52
Invoice: I5318554							PW/TRAFFIC REPAIR KIT			
					292.52	73411345 531100	OFFICE SUPPLIES			
								CHECK	352156 TOTAL:	292.52
352157	11/27/2019	PRTD	252	H.D. FOWLER COMPANY	236028	I5312224	10/18/2019		11/24/19	1,549.92
Invoice: I5312224							PW/HYDRANT REPAIR SUPPLIES			
					1,549.92	73411345 531100	OFFICE SUPPLIES			
								CHECK	352157 TOTAL:	1,549.92
352158	11/27/2019	PRTD	253	HACH COMPANY	236029	11695881	10/24/2019		11/24/19	1,179.32
Invoice: 11695881							PW/POCKET CLRMTRS			
					1,179.32	73411345 531100	OFFICE SUPPLIES			
					236030	11696972	10/24/2019		11/24/19	1,807.16
Invoice: 11696972							PW/FLOURIDE RGT			
					1,807.16	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
								CHECK	352158 TOTAL:	2,986.48
352159	11/27/2019	PRTD	9038	HEDEEN & CADITZ, PLL	236031	8970	11/06/2019		11/24/19	330.00
Invoice: 8970							LEGAL/PROF SVCS: NORDLAND			
					330.00	32011262 54111000668	LGL-STO PRE-DEFENSE NORDLAND			
								CHECK	352159 TOTAL:	330.00
352160	11/27/2019	PRTD	268	HOUSING RESOURCES BO	236032	10/22/19	10/22/2019		11/24/19	36,346.70
Invoice: 10/22/19							SUZUKI FEASIBILITY STUDY			
					36,346.70	31180510 54110000961	SUZUKI-HRB FEASIBILITY STUDY			
								CHECK	352160 TOTAL:	36,346.70
352161	11/27/2019	PRTD	8646	ISLAND HANDS	236083	17468	11/06/2019		11/24/19	9,728.79
Invoice: 17468							NOV 2019 JANITORIAL SVCS			
					9,436.93	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					291.86	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					236084	17469	11/06/2019		11/24/19	1,665.25
Invoice: 17469							2019 JANITORIAL SERVICES			
					1,615.29	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					49.96	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
							CHECK	352161 TOTAL:	11,394.04
352162	11/27/2019	PRTD	5275 KAISER FOUNDATION HE	236085	68737452	11/01/2019		11/24/19	125.00
Invoice: 68737452						PW/CDL PHYS EXAM: KF			
				125.00	73111290 541100	O&M-STREET-MAINT O/H-PRO SVCS			
							CHECK	352162 TOTAL:	125.00
352163	11/27/2019	PRTD	5627 KATZ, PETER	236042	82224	11/15/2019		11/24/19	63.51
Invoice: 82224						UB 12421 341 SHEPARD WAY NW			
				63.51	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	352163 TOTAL:	63.51
352164	11/27/2019	PRTD	1496 KITSAP COUNTY SEWER	236087	KCSD7-COBI-2019-NOV	11/01/2019		11/24/19	20,228.53
Invoice: KCSD7-COBI-2019-NOV						PW/344.55 ERUS @ $58.71			
				20,228.53	73426356 551000	SIS-SD#7 PROCESSING CHGS			
							CHECK	352164 TOTAL:	20,228.53
352165	11/27/2019	PRTD	9324 KATY KEHLE	236088	BLD24180 R-PLM	11/06/2019		11/24/19	38.07
Invoice: BLD24180 R-PLM						PCD/REFUND FOR DUP FEE			
				38.07	47148 322100	BUILDINGS, STRUCT. & EQ			
							CHECK	352165 TOTAL:	38.07
352166	11/27/2019	PRTD	1971 KELLEY IMAGING SYSTE	236091	25894103	11/11/2019		11/24/19	239.26
Invoice: 25894103						PCD/E-STUDIO4555C LEASE			
				239.26	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
							CHECK	352166 TOTAL:	239.26
352167	11/27/2019	PRTD	4584 KIDS DISCOVERY MUSEU	236092	Q3-2019	11/07/2019		11/24/19	3,750.00
Invoice: Q3-2019						Q3 CULTURAL FUNDING - OPERATING S			
				3,750.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
							CHECK	352167 TOTAL:	3,750.00
352168	11/27/2019	PRTD	4396 KITSAP RECLAMATION &	236116	JAJ-34812	10/17/2019		11/24/19	1,600.69
Invoice: JAJ-34812						PW/124.98 TON GRAVEL: 3/4" MINUS			
				1,600.69	990 141100	MERCHANDISE			
							CHECK	352168 TOTAL:	1,600.69

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
352169	11/27/2019	PRTD	309	KITSAP TIRE CENTER I	236117	224533	11/04/2019		11/24/19	2,021.59
Invoice: 224533							PW/VEH 6 TIRES			
					2,021.59	73431835 548100	REPAIRS & MAINTENANCE			
					236118	224303	10/22/2019		11/24/19	640.56
Invoice: 224303							POL/VEH 214 TIRES			
					640.56	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	352169 TOTAL:		2,662.15
352170	11/27/2019	PRTD	308	KITSAP REGIONAL COOR	236119	11/13/19	11/13/2019		11/24/19	100.00
Invoice: 11/13/19							CC/LEGIS. RECEPTION X4			
					100.00	11011116 542450	COMMUNITY OUTREACH/PARTICIPA			
							CHECK	352170 TOTAL:		100.00
352171	11/27/2019	PRTD	5011	LEXISNEXIS RISK SOLU	236121	1272084-20191031	10/31/2019		11/24/19	163.50
Invoice: 1272084-20191031							POL/INFO SVCS			
					163.50	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
							CHECK	352171 TOTAL:		163.50
352172	11/27/2019	PRTD	6333	MASCO PETROLEUM	236122	0284746-IN	10/11/2019		11/24/19	506.16
Invoice: 0284746-IN							PW/DTE10EXCEL68 X4			
					506.16	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
							CHECK	352172 TOTAL:		506.16
352173	11/27/2019	PRTD	9329	MESSINGER, STEPHEN &	236043	82225	11/15/2019		11/24/19	76.03
Invoice: 82225							UB 12148 9400 NORTHTOWN LOOP NE			
					76.03	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	352173 TOTAL:		76.03
352174	11/27/2019	PRTD	493	MODERN COLLISION REB	236124	QBINV73091	09/25/2019		11/24/19	972.17
Invoice: QBINV73091							POL/VEH 222 REPAIR			
					972.17	53011212 548100	POLICE - C/E PATROL MAINTENANC			
							CHECK	352174 TOTAL:		972.17
352175	11/27/2019	PRTD	8887	NCSI	236125	147199	11/01/2019		11/24/19	851.00
Invoice: 147199							EX/VOLUNTEER BG CHECKS			
					851.00	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
								CHECK 352175 TOTAL:		851.00
352176	11/27/2019	PRTD	2430	OGDEN MURPHY WALLACE	236126	830974	11/12/2019		11/24/19	13,865.30
Invoice: 830974							LEGAL/PROF SVCS OCT 2019			
					346.50	32470152 54111100844	LIT-CLARK ADMIN APPEAL			
					17.20	32470152 54111100892	LIT-CAINION SUP CT WRIT			
					7,100.10	32011152 54111101021	DUNN PRR CLAIM			
					126.00	32011152 54111101047	LIT-SCHULZE PRA SUIT			
					3,654.00	32011152 54111001020	SMALL CELL WIRELESS ORD			
					474.50	32011152 54111001048	LGL-KPUD FRANCHISE			
					36.50	32011152 54111001046	LGL-PSE FRANCHISE			
					630.00	32011152 541110	LGL-GF-LEGAL ADVICE			
					94.50	91011211 541110	GG-C/E-CIVIL SVC-LEGAL ADVICE			
					409.50	32470152 54111100896	LIT-BAINBRIDGE ALLIANCE			
					976.50	32470152 54111100897	LIT-PRESERVE RESP SHORELINE			
								CHECK 352176 TOTAL:		13,865.30
352177	11/27/2019	PRTD	8286	SUPERINTENDENT OF P	236127	15660	11/05/2019		11/24/19	362.00
Invoice: 15660							POL/FINGERPRINTING			
					362.00	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
								CHECK 352177 TOTAL:		362.00
352178	11/27/2019	PRTD	8655	PENINSULA TREE SERVI	236136	1961	09/12/2019	21900031	11/24/19	4,142.00
Invoice: 1961							REMOVE 5 COTTONWOOD TREES ON T			
					4,142.00	73111427 54810000354	TREE PRES & REMOVAL-ROADS			
								CHECK 352178 TOTAL:		4,142.00
352179	11/27/2019	PRTD	5225	PND ENGINEERS INC	236137	1907173	07/17/2019		11/24/19	1,528.75
Invoice: 1907173							OPEN WATER MARINA DESIGN			
					1,528.75	73311475 64110000790	OWM-5 ADD'L BUOYS-DESIGN			
								CHECK 352179 TOTAL:		1,528.75
352180	11/27/2019	PRTD	1205	PUGET SOUND ENERGY	236138	9932OCT19	11/07/2019		11/24/19	10.43
Invoice: 9932OCT19							184 WINSLOW WAY E			
					10.43	91011739 547100	COMM EVENTS-ELECTRICITY			
					236139	3319OCT19	11/07/2019		11/24/19	16.14
Invoice: 3319OCT19							PW/CASEY ST WATER			
					16.14	73416345 547100	CASEY STREET WTR-ELECTRICITY			
								CHECK 352180 TOTAL:		26.57

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
352181	11/27/2019	PRTD	9173	PURPLE COMMUNICATION	236140	77191-82900	11/07/2019		11/24/19	638.40
	Invoice: 77191-82900						CC/RETF MEETING			
					638.40	11011116 541100	COUNCIL - PROF SERVICES			
							CHECK 352181 TOTAL:			638.40
352182	11/27/2019	PRTD	7187	RANDOLPH BAUER	236141	1910602	11/07/2019		11/24/19	90.00
	Invoice: 1910602						PW/VINCENT RD CAN			
					90.00	73435838 545000	O&M-DECANT-RENTS			
					236142	1910603	11/07/2019		11/24/19	90.00
	Invoice: 1910603						PW/PW CAN			
					90.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
					236143	1910600	11/07/2019		11/24/19	180.00
	Invoice: 1910600						PW/EAGLE HARBOR CANS			
					180.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					236144	1910601	11/07/2019		11/24/19	90.00
	Invoice: 1910601						PW/CREOSOTE CAN			
					90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
					236145	1910053	09/19/2019		11/24/19	565.00
	Invoice: 1910053						PW/ST RENTAL HIDDEN COVE			
					565.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
							CHECK 352182 TOTAL:			1,015.00
352183	11/27/2019	PRTD	9287	RIDGEBACK EXCAVATING	236147	PAYREQ2-851	10/14/2019	21900059	11/24/19	18,712.22
	Invoice: PAYREQ2-851						2019 WANNUAL DRAINAGE PROJECT			
					18,712.22	72431835 54810000851	2019 DRAINAGE/CULVERT R&M			
							CHECK 352183 TOTAL:			18,712.22
352184	11/27/2019	PRTD	9291	ROOST NEIGHBORHOOD P	236035	82217	11/15/2019		11/24/19	72.93
	Invoice: 82217						UB 13207 4551 FLYING GOAT AVE NE A-200			
					72.93	421 122100	SEWER ACCOUNTS RECEIVABLE			
							CHECK 352184 TOTAL:			72.93
352185	11/27/2019	PRTD	9291	ROOST NEIGHBORHOOD P	236038	82220	11/15/2019		11/24/19	45.68
	Invoice: 82220						UB 13199 4533 FLYING GOAT AVE NE D-120			
					45.68	421 122100	SEWER ACCOUNTS RECEIVABLE			
							CHECK 352185 TOTAL:			45.68

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
352186	11/27/2019	PRTD	9291	ROOST NEIGHBORHOOD P	236039	82221	11/15/2019		11/24/19	130.22
Invoice: 82221							UB 13208 4551 FLYING GOAT AVE NE A-220			
					130.22	421 122100	SEWER ACCOUNTS RECEIVABLE			
								CHECK	352186 TOTAL:	130.22
352187	11/27/2019	PRTD	9326	ROSEN, MICHAEL	236037	82219	11/15/2019		11/24/19	166.60
Invoice: 82219							UB 10118 1415 ELIZABETH PLACE NW			
					166.60	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK	352187 TOTAL:	166.60
352188	11/27/2019	PRTD	8058	RWC INTERNATIONAL LL	236148	156811M	11/06/2019		11/24/19	483.38
Invoice: 156811M							PW/BATTERY COVERS			
					241.69	73431835 531100	OFFICE SUPPLIES			
					120.84	73111427 531100	OFFICE SUPPLIES			
					120.85	73111423 531100	OFFICE SUPPLIES			
								CHECK	352188 TOTAL:	483.38
352189	11/27/2019	PRTD	617	S & B INC	236150	25249C	10/31/2019		11/24/19	17,155.05
Invoice: 25249C							WATER/SEWER TELEMETRY SCADA UP			
					13,075.05	72423434 64110000821	SCADA UPGRADES SWR PROF SVC			
					4,080.00	72413434 64110000818	SCADA UPGRADES WTR PRF SVC			
					236151	25320A	10/30/2019		11/24/19	3,261.56
Invoice: 25320A							PW/ROTORK REPL BOARDS			
					3,261.56	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK	352189 TOTAL:	20,416.61
352190	11/27/2019	PRTD	2035	SIX ROBBLEES INC	236152	2-721498	11/11/2019		11/24/19	729.92
Invoice: 2-721498							PW/CONTROLLER FOR 1400			
					729.92	73111256 53110000999	2019 STORM PREP-STRT-SUPPLIES			
					236153	2-720617	11/05/2019		11/24/19	1,188.11
Invoice: 2-720617							PW/2000 SR TARP SYST, MECH ARM TARP			
					1,188.11	73431835 531100	OFFICE SUPPLIES			
								CHECK	352190 TOTAL:	1,918.03
352191	11/27/2019	PRTD	7173	SKILLINGS CONNOLLY I	236154	12103	11/01/2019		11/24/19	1,911.30
Invoice: 12103							SPORTSMAN CLUB & NEW BROOKLYN			
					1,911.30	72321953 64110000715	SP CLUB/NB INTERSECTN-DESIGN			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
								CHECK	352191 TOTAL:	1,911.30
352192	11/27/2019	PRTD	8040	SOLENIS LLC	236155	131529832	10/18/2019		11/24/19	4,468.02
	Invoice: 131529832						PW/PRAESTOL			
					4,468.02	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK	352192 TOTAL:	4,468.02
352193	11/27/2019	PRTD	8855	SOUND LAW CENTER	236156	2326	11/05/2019		11/24/19	1,190.00
	Invoice: 2326						HEX/OCT 2019 PROF SVCS			
					1,190.00	34470586 541100	HEX - DEV PROFESSIONAL SVCS			
								CHECK	352193 TOTAL:	1,190.00
352194	11/27/2019	PRTD	601	SOUND REPROGRAPHICS	236198	74499	11/18/2019		11/24/19	10.99
	Invoice: 74499						EX/NAME PLATE: DALTON			
					10.99	31011131 531100	EX-GF-SUPPLIES			
								CHECK	352194 TOTAL:	10.99
352195	11/27/2019	PRTD	9065	SOUNDWEST ENGINEERIN	236157	05-01-11	11/10/2019		11/24/19	432.50
	Invoice: 05-01-11						COUNTRY CLUB BULKHEAD & CULVER			
					432.50	72111425 54110000781	CO CLUB RD BULKHEAD R&M-PRO SV			
								CHECK	352195 TOTAL:	432.50
352196	11/27/2019	PRTD	8132	SPECTRA LABORATORIES	236158	19-08657	11/14/2019		11/24/19	42.32
	Invoice: 19-08657						PW/ECOLI TESTING			
					42.32	73011897 54110000391	LAB SVCS-PWY FAC			
					236159	19-08658	11/14/2019		11/24/19	84.64
	Invoice: 19-08658						PW/ECOLI TESTING			
					84.64	73411345 54110000391	LAB SVCS-WATER			
					236160	19-08510	11/08/2019		11/24/19	21.16
	Invoice: 19-08510						PW/ROCKAWAY TESTING			
					21.16	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
					236161	19-08508	11/08/2019		11/24/19	42.32
	Invoice: 19-08508						PW/ECOLI TESTING			
					42.32	73011897 54110000391	LAB SVCS-PWY FAC			
					236162	19-08509	11/08/2019		11/24/19	84.64
	Invoice: 19-08509						PW/ECOLI TESTING			
					84.64	73411345 54110000391	LAB SVCS-WATER			
					236163	19-08442	11/07/2019		11/24/19	21.16

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
			Invoice: 19-08442		PW/ECOLI TESTING				
				21.16	73411345 54110000391 LAB SVCS-WATER				
				236164	19-08401	11/05/2019		11/24/19	62.10
			Invoice: 19-08401		PW/FLOURIDE TESTING				
				62.10	73411345 54110000391 LAB SVCS-WATER				
				236166	19-08400	11/05/2019		11/24/19	20.70
			Invoice: 19-08400		PW/ROCKAWAY TESTING				
				20.70	73415345 54110000391 LAB SVCS-WATER ROCKAWAY				
				236167	19-08337	10/31/2019		11/24/19	84.64
			Invoice: 19-08337		PW/ECOLI TESTING				
				84.64	73011897 54110000391 LAB SVCS-PWY FAC				
				236168	19-08128	10/24/2019		11/24/19	84.64
			Invoice: 19-08128		PW/ECOLI TESTING				
				84.64	73011897 54110000391 LAB SVCS-PWY FAC				
				236169	19-08070	10/23/2019		11/24/19	42.32
			Invoice: 19-08070		PW/ROCKAWAY TESTING				
				42.32	73415345 54110000391 LAB SVCS-WATER ROCKAWAY				
				236170	19-07426	09/30/2019		11/24/19	93.15
			Invoice: 19-07426		PW/FLOURIDE TESTING				
				93.15	73411345 54110000391 LAB SVCS-WATER				
							CHECK	352196 TOTAL:	683.79
352197	11/27/2019	PRTD	2467 STAPLES	236173	3430112642	11/02/2019		11/24/19	104.79
			Invoice: 3430112642		EX,FIN,LEGAL/OFFICE SUPPLIES				
				18.79	31011131 531100 EX-GF-SUPPLIES				
				18.79	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				67.21	32011152 531100 LGL-GF-SUPPLIES				
				236174	3430112643	11/02/2019		11/24/19	24.67
			Invoice: 3430112643		FIN/OFFICE SUPPLIES				
				24.67	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				236175	3430112648	11/02/2019		11/24/19	45.06
			Invoice: 3430112648		EX,FIN/OFFICE SUPPLIES				
				22.53	31011131 531100 EX-GF-SUPPLIES				
				22.53	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				236176	3430112645	11/02/2019		11/24/19	164.60
			Invoice: 3430112645		EX,FIN/OFFICE SUPPLIES				
				80.89	31011131 531100 EX-GF-SUPPLIES				
				83.71	41011141 531100 FIN - C/E ADMIN SUPPLIES				
				236177	3430112647	11/02/2019		11/24/19	68.43
			Invoice: 3430112647		HR,FIN,LEGAL/OFFICE SUPPLIES				

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				46.07	33011161 531100	HR-C/E-SUPPLIES			
				4.71	41011141 531100	FIN - C/E ADMIN SUPPLIES			
				17.65	32011152 531100	LGL-GF-SUPPLIES			
				236178	3430112821	11/02/2019		11/24/19	48.44
Invoice: 3430112821						PCD/OFFICE SUPPLIES			
				48.44	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				236179	3430112819	11/02/2019		11/24/19	45.77
Invoice: 3430112819						PCD/OFFICE SUPPLIES			
				45.77	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				236180	3430112823	11/02/2019		11/24/19	35.49
Invoice: 3430112823						PCD/OFFICE SUPPLIES			
				35.49	61011581 531100	PCD - C/E ADMIN SUPPLIES			
				236181	3430112739	11/02/2019		11/24/19	60.28
Invoice: 3430112739						ENG/OFFICE SUPPLIES			
				60.28	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236182	3430112738	11/02/2019		11/24/19	108.65
Invoice: 3430112738						ENG/OFFICE SUPPLIES			
				108.65	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236183	3430112743	11/02/2019		11/24/19	8.71
Invoice: 3430112743						ENG/OFFICE SUPPLIES			
				8.71	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236184	3430112741	11/02/2019		11/24/19	14.16
Invoice: 3430112741						ENG/OFFICE SUPPLIES			
				14.16	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236185	3430112742	11/02/2019		11/24/19	14.15
Invoice: 3430112742						ENG/OFFICE SUPPLIES			
				14.15	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236186	3430112740	11/02/2019		11/24/19	70.09
Invoice: 3430112740						ENG/OFFICE SUPPLIES			
				70.09	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236187	3430112744	11/02/2019		11/24/19	37.86
Invoice: 3430112744						ENG/OFFICE SUPPLIES			
				37.86	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				236188	3430112846	11/02/2019		11/24/19	151.13
Invoice: 3430112846						POL/OFFICE SUPPLIES			
				151.13	51011211 531100	PD-C/E-ADM-SUPPLIES			
						CHECK	352197	TOTAL:	1,002.28

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
352198	11/27/2019	PRTD	9330	STECHER, GINA & MICH	236044	82226	11/15/2019		11/24/19	247.52
Invoice: 82226						UB 13074 8730 WINSLOW GROVE COURT				
					247.52	421 122100 SEWER ACCOUNTS RECEIVABLE				
					236045	82227	11/15/2019		11/24/19	240.24
Invoice: 82227						UB 13074 8730 WINSLOW GROVE COURT				
					240.24	411 122100 WATER ACCOUNTS RECEIVABLE				
								CHECK	352198 TOTAL:	487.76
352199	11/27/2019	PRTD	2122	STERICYCLE INC	236189	3004879944	10/31/2019		11/24/19	10.36
Invoice: 3004879944						POL/BIOHAZARD DISPOSAL				
					10.36	51011211 541100 PD-C/E-ADM-PROF SVCS				
								CHECK	352199 TOTAL:	10.36
352200	11/27/2019	PRTD	565	TACOMA SCREW PRODUCT	236190	14348469	11/04/2019		11/24/19	53.46
Invoice: 14348469						PW/SLIP HHOK W LATCH				
					53.46	73111256 53110000999 2019 STORM PREP-STRT-SUPPLIES				
								CHECK	352200 TOTAL:	53.46
352201	11/27/2019	PRTD	4819	THOMSON REUTERS - WE	236191	841253404	10/31/2019		11/24/19	547.56
Invoice: 841253404						LEGAL/WEST INFO CHARGES				
					547.56	32011152 549100 LGL-GF-DUES & SUBSCRIPTIONS				
								CHECK	352201 TOTAL:	547.56
352202	11/27/2019	PRTD	6714	TOSHIBA FINANCIAL SE	236192	25911244	11/13/2019		11/24/19	224.23
Invoice: 25911244						PW/E-STUDIO4515AC LEASE				
					224.23	73637891 545000 RENTS & LEASES - OPERATING				
					236193	25911245	11/13/2019		11/24/19	234.42
Invoice: 25911245						POL/E-STUDIO4515AC LEASE				
					234.42	51011211 545000 PD-C/E-ADMIN RENTS/LEASE				
					236194	25894102	11/11/2019		11/24/19	353.16
Invoice: 25894102						PCD/E-STUDIO6560C LEASE				
					353.16	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
								CHECK	352202 TOTAL:	811.81
352203	11/27/2019	PRTD	558	TOWN & COUNTRY MARKE	236195	11/6/19	11/06/2019		11/24/19	36.20
Invoice: 11/6/19						PW/DISTILLED WATER				
					36.20	73425358 531100 O&M-WWTP-SUPPLIES				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					236196	11/6/19-A	11/06/2019		11/24/19	21.30
				Invoice: 11/6/19-A			CC/MEETING SNACKS			
					21.30	11011116 531100	COUNCIL - SUPPLIES			
					236197	10/28/19-A	10/28/2019		11/24/19	56.64
				Invoice: 10/28/19-A			CC/CFAC MEETING			
					56.64	11011116 531100	COUNCIL - SUPPLIES			
								CHECK 352203 TOTAL:		114.14
352204	11/27/2019	PRTD	1152	USA BLUE BOOK	236199	062909	11/08/2019		11/24/19	429.08
				Invoice: 062909			PW/BOD BOTTLES			
					429.08	73425358 531100	O&M-WWTP-SUPPLIES			
					236200	060032	11/06/2019		11/24/19	204.87
				Invoice: 060032			PW/CAL GAS			
					204.87	73425358 531100	O&M-WWTP-SUPPLIES			
					236201	055044	10/31/2019		11/24/19	145.84
				Invoice: 055044			PW/M-FC BROTH, BOD BOTTLE BRUSH			
					145.84	73425358 531100	O&M-WWTP-SUPPLIES			
					236202	042938	10/18/2019		11/24/19	111.74
				Invoice: 042938			PW/BOD SOLN, 0 O2 STANDARD			
					111.74	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK 352204 TOTAL:		891.53
352205	11/27/2019	PRTD	553	UTILITIES UNDERGROUN	236203	99100123	10/31/2019		11/24/19	216.72
				Invoice: 99100123			PW/EXCAVATION NOTICES OCT 2019			
					216.72	73637893 54110000393	O&M ALLOC-LOCATING SVCS			
								CHECK 352205 TOTAL:		216.72
352206	11/27/2019	PRTD	9134	VENTEK INTL	236204	115096	06/28/2019		11/24/19	1,411.21
				Invoice: 115096			PW/VENLITE SVCS SUITE, ADD USER			
					1,411.21	73011757 53110000954	DOCK PAY STATION-SUPPLIES			
								CHECK 352206 TOTAL:		1,411.21
352207	11/27/2019	PRTD	1485	VERIZON WIRELESS-VSA	236205	190279210-93549324	10/30/2019		11/24/19	50.00
				Invoice: 190279210-93549324			POL/CELL PHN DATA LOCK			
					50.00	52011212 541100	POLICE - C/E INVEST PROF SVCS			
								CHECK 352207 TOTAL:		50.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
352208	11/27/2019	PRTD	4126 VIKING FENCE COMPANY	236207	19-0882	11/06/2019	21900061	11/24/19	1,776.70
Invoice: 19-0882						SHEPARD WAY NW X AMBROSE LANE			
				1,776.70	73111252 54810001000	2019 STORM RESP-STRT-REPAIRS			
						CHECK 352208 TOTAL:			1,776.70
352209	11/27/2019	PRTD	167 WA ST DEPT OF ECOLOG	236208	7626-2020	11/06/2019		11/24/19	64.00
Invoice: 7626-2020						PW/MEMBERSHIP: S.COOPER			
				64.00	73425358 549100	O&M-WWTP-DUES, SUBSCR			
				236209	3447-2020	11/06/2019		11/24/19	64.00
Invoice: 3447-2020						PW/MEMBERSHIP: D.FRANTZ			
				64.00	73425358 549100	O&M-WWTP-DUES, SUBSCR			
				236210	5952-2020	11/06/2019		11/24/19	64.00
Invoice: 5952-2020						PW/MEMBERSHIP: D.OTTE			
				64.00	73425358 549100	O&M-WWTP-DUES, SUBSCR			
						CHECK 352209 TOTAL:			192.00
352210	11/27/2019	PRTD	7420 WA ST DEPT OF ENTERP	236051	73193628	11/12/2019		11/24/19	225.09
Invoice: 73193628						EX/DISASTER PREP GUIDES X200			
				225.09	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
						CHECK 352210 TOTAL:			225.09
352211	11/27/2019	PRTD	4104 WA ST FERRIES	236217	RK336952	10/31/2019		11/24/19	615.90
Invoice: RK336952						OCT19 WAVE2GO FERRY CHARGES			
				25.95	31011131 543100	EX-GF-TRAVEL/MEALS/LODGING			
				31.50	32011152 543100	LGL-C/E-TRAVEL/MEALS/LODGING			
				8.65	41011141 543100	FIN - C/E ADMIN TRAVEL EXPENSE			
				388.20	53011212 543100	PATROL-TRAVEL/MEALS/LODGING			
				68.10	72011321 543100	ENG - C/E ADMIN TRAVEL EXPENSE			
				93.50	73011189 543100	O&M-FAC-TRAVEL/MEALS/LODGING			
						CHECK 352211 TOTAL:			615.90
352212	11/27/2019	PRTD	952 WASHINGTON STATE PAT	236219	I20002815	11/06/2019		11/24/19	53.00
Invoice: I20002815						FIN/OCT19 BACKGROUND CHECKS			
				53.00	41654861 586100	AGENCY DISBURSEMENTS			
						CHECK 352212 TOTAL:			53.00
352213	11/27/2019	PRTD	4513 WASTE MANAGEMENT	236216	0051524-2588-9	11/01/2019		11/24/19	7,161.37
Invoice: 0051524-2588-9						PW/DECANT WASTE DISP			
				7,161.37	73435838 54790000618	DECANT SPOILS DISPOSAL			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC						
							CHECK 352213 TOTAL:			7,161.37
352214	11/27/2019	PRTD	4513	WASTE MANAGEMENT	236213	0036156-1048-6	11/01/2019	21900056	11/24/19	2,910.21
Invoice: 0036156-1048-6				BIOSOLIDS LANDFILL DISPOSAL						
				2,910.21 73425358 54790100551 BIOSOLIDS WASTE DISPOSAL						
							CHECK 352214 TOTAL:			2,910.21
352215	11/27/2019	PRTD	5709	WEBCHECK INC	236220	6452	10/31/2019		11/24/19	212.55
Invoice: 6452				FIN/WEBCHECK SVCS OCT19						
				106.27 43411341 541100 FIN - WATER ADMIN PROF SERVICE						
				106.28 43421351 541100 FIN - SEWER ADMIN PROF SERVICE						
							CHECK 352215 TOTAL:			212.55
352216	11/27/2019	PRTD	8390	WEST HILLS FORD MAZD	236221	115199	10/23/2019		11/24/19	370.25
Invoice: 115199				POL/SOCKET & WIRE ASSY						
				370.25 53011212 531100 PD-C/E-PATROL SUPPLIES						
							CHECK 352216 TOTAL:			370.25
352217	11/27/2019	PRTD	499	WESTBAY AUTO PARTS I	236222	496311	10/28/2019		11/24/19	9.18
Invoice: 496311				PW/TRAILER CONN PLUG						
				9.18 73111256 53110000999 2019 STORM PREP-STRT-SUPPLIES						
					236223	495649	10/25/2019		11/24/19	11.12
Invoice: 495649				PW/SHOP SUPPLIES						
				11.12 73638935 531100 O&M-STD ALLOCATION-SUPPLIES						
					236224	495356	10/24/2019		11/24/19	87.44
Invoice: 495356				PW/SHOP SUPPLIES						
				87.44 73638935 531100 O&M-STD ALLOCATION-SUPPLIES						
					236225	495401	10/24/2019		11/24/19	74.43
Invoice: 495401				PW/SHOP SUPPLIES						
				74.43 73638935 531100 O&M-STD ALLOCATION-SUPPLIES						
					236226	493100	10/15/2019		11/24/19	37.15
Invoice: 493100				PW/LIGHT BULBS						
				37.15 73638935 531100 O&M-STD ALLOCATION-SUPPLIES						
							CHECK 352217 TOTAL:			219.32
352218	11/27/2019	PRTD	8759	WHISTLE WORKWEAR	236227	A21668	10/22/2019		11/24/19	626.95
Invoice: A21668				PW/SAFETY GEAR						
				626.95 73637891 531100 OFFICE SUPPLIES						

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	352218 TOTAL:	626.95
352219	11/27/2019	PRTD	7175	WINERY ALLIANCE OF B	236228	900	11/06/2019		11/24/19	3,343.99
	Invoice: 900						2019 LTAC - "WINE ON THE ROCK"			
					3,343.99	91140573 541100	GG-TOUR-PROF SERVICES			
								CHECK	352219 TOTAL:	3,343.99
352220	11/27/2019	PRTD	7221	WING POINT PROPERTIE	236229	PLN50804B SPR	11/08/2019		11/24/19	1,884.00
	Invoice: PLN50804B SPR						PLN50804B GEOTECH REVIEW REFUND			
					1,884.00	65538 38600000370	GEO TECH 3RD PARTY REVIEWS			
								CHECK	352220 TOTAL:	1,884.00
352221	11/27/2019	PRTD	2607	ZEE MEDICAL SERVICE	236230	68389561	11/06/2019		11/24/19	120.22
	Invoice: 68389561						PW/FIRST AID RESTOCK			
					120.22	73637891 531100	OFFICE SUPPLIES			
					236231	68389522	11/01/2019		11/24/19	79.72
	Invoice: 68389522						PW/WWTP FIRST AID RESTOCK			
					79.72	73637891 531100	OFFICE SUPPLIES			
								CHECK	352221 TOTAL:	199.94
							NUMBER OF CHECKS 113		*** CASH ACCOUNT TOTAL ***	658,808.82

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	113	658,808.82

*** GRAND TOTAL *** 658,808.82

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 11 254									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			78,259.26	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				658,808.82
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			56,486.41	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			8,634.42	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			415,025.78	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			17,411.19	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			4,554.59	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			3,855.41	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			30,991.38	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 108-213000					AFFORD HSG - ACCOUNTS PAYABLE			36,346.70	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000					ACCOUNTS PAYABLE			1,600.69	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			2,299.00	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000					CIVIC IMPR - ACCOUNTS PAYABLE			3,343.99	
11/27/2019	11/24/19	112719			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			658,808.82	658,808.82
APP 631-130000					DUE TO/FROM CLEARING			641,397.63	
11/27/2019	11/24/19	112719							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				78,259.26
11/27/2019	11/24/19	112719							
APP 402-130000					DUE TO/FROM CLEARING				56,486.41
11/27/2019	11/24/19	112719							
APP 401-130000					DUE TO/FROM CLEARING				8,634.42
11/27/2019	11/24/19	112719							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				415,025.78
11/27/2019	11/24/19	112719							
APP 407-130000					DUE TO/FROM CLEARING				4,554.59
11/27/2019	11/24/19	112719							
APP 301-130000					DUE TO/FROM CLEARING				3,855.41
11/27/2019	11/24/19	112719							
APP 403-130000					DUE TO/FROM CLEARING				30,991.38
11/27/2019	11/24/19	112719							
APP 108-130000					AFFORD HSG DUE TO/FROM CLEAR'G				36,346.70

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
11/27/2019 11/24/19 112719					
APP 901-130000	DUE TO/FROM CLEARING				1,600.69
11/27/2019 11/24/19 112719					
APP 650-130000	DUE TO/FROM CLEARING				2,299.00
11/27/2019 11/24/19 112719					
APP 104-130000	CIVIC IMPR DUE TO/FROM CLEAR'G				3,343.99
11/27/2019 11/24/19 112719					
	SYSTEM GENERATED ENTRIES TOTAL			641,397.63	641,397.63
	JOURNAL 2019/11/254 TOTAL			1,300,206.45	1,300,206.45

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 11	254	11/27/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		78,259.26
001-213000			GENERAL - ACCOUNTS PAYABLE	78,259.26	
			FUND TOTAL	78,259.26	78,259.26
101 STREET FUND	2019 11	254	11/27/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		415,025.78
101-213000			STREETS - ACCOUNTS PAYABLE	415,025.78	
			FUND TOTAL	415,025.78	415,025.78
104 CIVIC IMPROVEMENT FUND	2019 11	254	11/27/2019		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		3,343.99
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	3,343.99	
			FUND TOTAL	3,343.99	3,343.99
108 AFFORDABLE HOUSING FUND	2019 11	254	11/27/2019		
108-130000			AFFORD HSG DUE TO/FROM CLEAR'G		36,346.70
108-213000			AFFORD HSG - ACCOUNTS PAYABLE	36,346.70	
			FUND TOTAL	36,346.70	36,346.70
301 CAPITAL CONSTRUCTION FUND	2019 11	254	11/27/2019		
301-130000			DUE TO/FROM CLEARING		3,855.41
301-213000			ACCOUNTS PAYABLE	3,855.41	
			FUND TOTAL	3,855.41	3,855.41
401 WATER OPERATING FUND	2019 11	254	11/27/2019		
401-130000			DUE TO/FROM CLEARING		8,634.42
401-213000			ACCOUNTS PAYABLE	8,634.42	
			FUND TOTAL	8,634.42	8,634.42
402 SEWER OPERATING FUND	2019 11	254	11/27/2019		
402-130000			DUE TO/FROM CLEARING		56,486.41
402-213000			ACCOUNTS PAYABLE	56,486.41	
			FUND TOTAL	56,486.41	56,486.41
403 STORM & SURFACE WATER FUND	2019 11	254	11/27/2019		
403-130000			DUE TO/FROM CLEARING		30,991.38
403-213000			ACCOUNTS PAYABLE	30,991.38	
			FUND TOTAL	30,991.38	30,991.38
407 BUILDING & DEVELOPMENT FUND	2019 11	254	11/27/2019		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
407-130000			DUE TO/FROM CLEARING			4,554.59
407-213000			ACCOUNTS PAYABLE		4,554.59	
				FUND TOTAL	4,554.59	4,554.59
631 CLEARING FUND	2019 11	254	11/27/2019			
631-130000			DUE TO/FROM CLEARING		641,397.63	
631-213000			ACCOUNTS PAYABLE		17,411.19	
635-111100			CASH			658,808.82
				FUND TOTAL	658,808.82	658,808.82
650 AGENCY FUND	2019 11	254	11/27/2019			
650-130000			DUE TO/FROM CLEARING			2,299.00
650-213000			ACCOUNTS PAYABLE		2,299.00	
				FUND TOTAL	2,299.00	2,299.00
901 CITY-WIDE REPORTING FUND	2019 11	254	11/27/2019			
901-130000			DUE TO/FROM CLEARING			1,600.69
901-213000			ACCOUNTS PAYABLE		1,600.69	
				FUND TOTAL	1,600.69	1,600.69

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		78,259.26
101	STREET FUND		415,025.78
104	CIVIC IMPROVEMENT FUND		3,343.99
108	AFFORDABLE HOUSING FUND		36,346.70
301	CAPITAL CONSTRUCTION FUND		3,855.41
401	WATER OPERATING FUND		8,634.42
402	SEWER OPERATING FUND		56,486.41
403	STORM & SURFACE WATER FUND		30,991.38
407	BUILDING & DEVELOPMENT FUND		4,554.59
631	CLEARING FUND	641,397.63	
650	AGENCY FUND		2,299.00
901	CITY-WIDE REPORTING FUND		1,600.69
	TOTAL	641,397.63	641,397.63

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 26, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Special Meeting Minutes, November 5, 2019

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Consent Agenda **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 Special Study Session Minutes, November 5, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL SPECIAL MEETING
TUESDAY, NOVEMBER 5, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 5:02 p.m. in Council Chambers.

Mayor Medina and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present. Deputy Mayor Tirman was absent and excused.

2) APPROVAL OF AGENDA/CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Peltier seconded to approve the agenda as presented. The motion was approved by unanimous consent.

3) MAYOR'S REPORT

Mayor Medina provided information on the Red Flag Law (extreme risk protection order) and recommended that Council and staff avoid the use of acronyms.

4) PRESENTATION(S)

4.A Proclamation Honoring Veterans Day on November 11, 2019 - Mayor Medina

Cover Page
Veterans Day Proclamation 2019

Mayor Medina read the proclamation and presented it to Gary Sakuma from the American Legion.

Gary Sakuma led everyone in the Pledge of Allegiance. He thanked Council for the proclamation.

5) UNFINISHED BUSINESS

5.A Update on the Moratorium - Planning

Cover Page
20191025 Abbreviated Moratorium Work Program Status Report
Moratorium Extension Handout Final 100419
Ordinance No. 2019-26 Extending the Development Moratorium Approved 092419

Planning Director Wright provided an update on the moratorium.

5.B Race Equity Task Force Recommendations - RETF members and Council Liaisons

Cover Page
RETF 11_5 City Council Proposal_ Memo
GARE Bainbridge Island Proposal August 2019
RACE EQUITY TASK FORCE GARE Presentation
King County Equity and Social Justice Strategic Plan - Executive Summary
Marin County REAP 2017
St Anthony Village Racial Equity Plan 2017

Race Equity Task Force Chair Friday, Vice Chair Wilmot, and Secretary Chan provided a presentation on the task force's recommendations.

Nora Liu from the Government Alliance on Race & Equity (GARE) provided additional information on the organization and program.

Council discussed the recommendations. Council's consensus was to move this item forward to the November 26, 2019 City Council business meeting for further discussion and public comment.

5.C Green Building Code - Planning

Cover Page
Staff Memo - Green Building Code
Green Building Discussion Council Presentation

Planning Director Wright introduced the agenda item. Building Official Cunningham provided a presentation on Green Building options.

Planning Director Wright introduced a proposed work plan and timeline for a Green Building Committee.

Council's consensus was to approve the proposed approach. The item will be forwarded to a future Council agenda in 2019.

6) FUTURE COUNCIL AGENDAS

6.A Future Council Agendas

Cover Page
City Council Regular Business Meeting, November 12, 2019
City Council Study Session, November 19, 2019
City Council Regular Business Meeting, November 26, 2019
City Council Study Session, December 3, 2019

Council scheduled a discussion of the Suzuki project on November 19, 2019.

7) FOR THE GOOD OF THE ORDER

Councilmember Peltier asked Council to consider adopting a Clean Fuel Standard Endorsement Resolution. It will be scheduled for the November 26, 2019 business meeting.

Councilmember Schneider proposed establishing a sister city relationship with a city in Turkey.

Councilmember Peltier provided an update on the Highway 305 working group and options for Day Road.

Councilmember Peltier reported on the Kitsap Regional Coordinating Council (KRCC) retreat.

8) ADJOURNMENT

Mayor Medina adjourned the meeting at 7:21 pm.

_____
Kol Medina, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: November 26, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Regular Business Meeting Minutes, November 12, 2019

SUMMARY: Consider approval of meeting minutes.

AGENDA CATEGORY: Consent Agenda **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, November 12, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, NOVEMBER 12, 2019

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Medina called the meeting to order at 6:01 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman, and Councilmembers Blossom, Deets, Nassar and Schneider were present. Councilmember Peltier arrived at 6:02 p.m.

2) EXECUTIVE SESSION

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

Mayor Medina adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 6:02 p.m.

Council returned from executive session at 6:21 p.m., and Mayor Medina re-convened the meeting at 6:22 p.m.

3) PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Councilmember Peltier seconded to approve the agenda as presented. The motion was approved by unanimous consent.

4) PUBLIC COMMENT

Michael Knapp spoke about the Puget Sound Energy proposal.

Kathy Hansen spoke about the Puget Sound Energy.

Tom Hansen spoke about Puget Sound Energy.

Diane Landry spoke in favor of the update to the pass-through fee for bags.

David MacKenzie spoke about Puget Sound Energy.

Eve Palay spoke about the Transgender Day of Remembrance.

Kevin Fetterly spoke in favor of a Bainbridge solar facility at Vincent Road.

Rob Miller thanked Council for their support in improving drainage on his street.

Jack spoke about the Council districts.

Larry Koss spoke about the Police Chief, code compliance issues, and the appeal fee.

5) MAYOR'S REPORT

Mayor Medina mentioned the re-appointment of Diane Landry to the Kitsap County Solid Waste Advisory Committee.

6) CITY MANAGER'S REPORT

City Manager Smith provided information on the new City bond rating of Aaa, the Police Chief finalists, Planning Department Open Houses, and Planning and Public Works counter closures.

7) PRESENTATION(S)

7.A Proclamation Declaring the Week of November 16 - 23 as "National Hunger and Homelessness Awareness Week" - Mayor Medina

Cover Page
National Hunger and Homelessness Awareness Week Proclamation 2019

Mayor Medina read the proclamation.

Tina Gilbert, Housing Resources Bainbridge Board member, thanked Council for their support.

Laurie Stumme-Diers, Chair of the Board of Helpline House, thanked Council for their support.

7.B Puget Sound Energy Briefing - Executive

Cover Page
PSE Fact Sheet
PSE Council Briefing

Andy Wappler and Jens Nedrud from Puget Sound Energy provided a presentation on Puget Sound Energy's planned investments in reliability and grid modernization and addressed Council's questions.

8) UNFINISHED BUSINESS

8.A Public Safety Committee Recommendation on Committee Changes - Councilmembers Deets, Blossom, and Peltier

Cover Page

Councilmember Blossom introduced the agenda item, and Council discussed the recommendation.

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 at a business meeting.
Nassar/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES: None
ABSENT:
ABSTAIN: None

8.B Ordinance No. 2019-37, Authorizing Local Sales Tax to Support Affordable and Supportive Housing - Finance

Cover Page
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

Finance Director Pitts introduced the agenda item.

Public Comment
Sal DeRosalia spoke about using Lodging Tax funds for affordable housing.

MOTION: I move to forward Ordinance No. 2019-37 for approval with the November 26, 2019 Consent Agenda.
Nassar/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES: None
ABSENT:
ABSTAIN: None

8.C 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 11 5 19 TY-2020.docx
Property Tax CC 102219.pptx

Finance Director Pitts introduced the agenda item.

MOTION: I move to approve Ordinance No. 2019-27 relating to the Property Tax Levy for collection in 2020.
Nassar/Deets: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES: None
ABSENT:
ABSTAIN: None

8.D 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.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

Finance Director Pitts introduced the agenda item.

MOTION: I move to approve Ordinance No. 2019-28 adopting mid-biennium modifications to the Final Budget ending December 2020.
Schneider/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES: None
ABSENT:
ABSTAIN: None

8.E Impacts from Passage of I-976 - Finance

Cover Page
Presentation TBD - CC 11122019
Bainbridge Island Initiative 976 FAQ
Vehicles Subject to Fees

Finance Director Pitts provided a presentation on impacts from the passage of Initiative I-976, and Council discussed the topic.

8.F Puget Sound Energy Community Solar Sites - Request for Information (RFI) - Public Works

Cover Page
PSE Community Solar Memo
PSE Community-Sited Solar RFI

Public Works Director Wierzbicki introduced the agenda item, and Council discussed the topic.

Public Works Director Wierzbicki and Matt Perry from Puget Sound Energy addressed Council's questions.

Public Comment
Dave McCaughey spoke about the request for information.

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 and that it include the ground-mount system at Vincent Road.
Deets/Nassar: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES: None
ABSENT:
ABSTAIN: None

9) NEW BUSINESS

9.A Lodging Tax Advisory Committee (LTAC) 2020 Funding Recommendations - Executive

Cover Page
2020 LTAC Funding Recommendations - for CC 11122019

Deputy City Manager Schroer introduced the agenda item.

Council discussed the use of Lodging Tax funds for affordable housing.

Council asked that the wayfinding sign project come back to Council at the December 10, 2019 business meeting with a motion to fund the remaining funds for the project from the Council Contingency Fund.

Deputy Mayor Tirman left the Council meeting at 8:45 p.m.

Public Comment
Dominque Cantwell spoke about the process and affordable housing.

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.
Nassar/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.B Ordinance No. 2019-30, Updating Pass-Through Fee from Retailers to Customers Requesting Bags - Finance

Cover Page
Ordinance No. 2019-30, Update of Pass-Through Fee from Retailers to Customers Requesting Bags

Finance Director Pitts introduced the agenda item.

MOTION: I move to forward Ordinance No. 2019-30 for approval with the November 26, 2019 Consent Agenda.
Nassar/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.C Ordinance No. 2019-35, Relating to Business and Occupation Taxes (B&O) Changes - Finance

Cover Page
Ordinance No. 2019-35 Implementing State Mandated Changes to Business and Occupation Tax
AWC 2019 Summary of Changes

Finance Director Pitts introduced the agenda item.

MOTION: I move to forward Ordinance No. 2019-35 for approval with the November 26, 2019 Consent Agenda.
Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.D Set Public Hearing on Ordinance No. 2019-39 Extending the Landmark Tree Ordinance, Ordinance No. 2019-17 - Planning

Cover Page
Ordinance No. 2019-39
Exhibit A (Work Plan) to Ordinance No. 2019-39
Ordinance No. 2019-39 Exhibit B

Planning Director Wright introduced the agenda item.

Nick Snyder, the City's new arborist, introduced himself to Council.

MOTION: I move to set the Public Hearing on Ordinance No. 2019-39, as amended by the City Attorney, to occur on November 26, 2019 related to extension of the duration of the interim official control related to the preservation of landmark trees.
Nassar/Peltier: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.E 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

Cover Page
2020 HVE Region Budget IAA_Region 9.pdf
2020 HVE Region Budget GRAF_Region 9.pdf

Interim Deputy Police Chief Weiss introduced the agenda item.

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.
Nassar/Schneider: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.F Second Amendment to the Interlocal Agreement with Kitsap County Sheriff's Office for the Incarceration of City Prisoners - Police

Cover Page
2020 Jail Contract Amendment

Interim Deputy Police Chief Weiss introduced the agenda item.

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.
Peltier/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.G West Sound Stormwater Outreach Group Interlocal Agreement - Public Works

Cover Page
2020-2022 West Sound Stormwater Outreach Group ILA, Contract KC-512-19

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the West Sound Stormwater Outreach Interlocal Agreement for approval with the November 26, 2019 Consent Agenda.
Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.H Legal Services Agreement with Kitsap County Prosecuting Attorney's Office for 2020 - Executive

Cover Page
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

Deputy City Attorney Sepler introduced the agenda item.

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.
Nassar/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.I Amendment No. 1 to the Professional Services Agreement with Sound Law Center, LLC, for Hearing Examiner Services - Executive
Cover Page
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

Deputy City Attorney Sepler introduced the agenda item.

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.
Peltier/Nassar: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

9.J Amendment No. 2 to the Contract for Indigent Defense Services - Executive
Cover Page
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

Deputy City Attorney Sepler introduced the agenda item.

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.
Schneider/Deets: The motion carried unanimously, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider
NOES: None
ABSENT: Matt Tirman
ABSTAIN: None

10) CONSENT AGENDA

10.A Agenda Bill for Consent Agenda
Cover Page

10.B Accounts Payable and Payroll
Cover Page
Payroll.pdf
Report to Council of Cash Disbursements 11-13-19.pdf

Payroll: normal direct deposit check sequence 46212 – 46339 = $300,222.37; regular payroll check sequence 109168 – 109172 = $ 11,113.76; vendor check run sequence 109173 – 109184 = $ 329,094.21; Federal Tax Electronic Funds Transfer = $ 20,490.18; ACH $237.50; Police retro direct deposit sequence 46340 – 46360 = $ 58,692.21; Police retro sequence 109185 – 109189 = $12,927.71. Total disbursement = $ 845,338.94.

Accounts Payable: check number 351925 from previous run = $273.45; manual check number sequence 351930 – 351960 = $703,969.91; check number 352092 = $100.00; regular check number sequence 351961 – 352091 = $431,580.43. Total disbursement = $1,158,089.05.

10.C City Council Study Session Minutes, October 15, 2019
Cover Page
City Council Study Session Minutes, October 15, 2019

10.D City Council Regular Business Meeting Minutes, October 22, 2019
Cover Page
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
Cover Page
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
Cover Page
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
Cover Page
HGAC ILA Agreement

10.H Roadside Chipper Procurement - Public Works
Cover Page
WA State Master Contract No. 05218
FMI Equipment Quote

MOTION: I move to approve the Consent Agenda, as presented.

Peltier/Deets: The motion was approved by unanimous consent.

11) COMMITTEE REPORTS

11.A Committee Reports

Cover Page
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

Council discussed the timing for appointing new Council liaisons to committees.

Council discussed a temporary replacement for a member of the Design Review Board who is on a leave of absence. Council's consensus was to not make a temporary appointment.

Councilmember Schneider updated Council on climate change action plans in other jurisdictions.

Councilmember Schneider proposed adding regular updates from Council committees to give them an additional opportunity for Council feedback. Council agreed to continue the discussion at a future Council meeting.

Mayor Medina mentioned Transgender Awareness Week and the proposal for Council participation at the November 19, 2019 study session.

13) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:51 p.m.

_____
Kol Medina, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** City Council

RECOMMENDED MOTION: Approve with Consent Agenda.

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Approve with 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 the 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.

Contact:

Carl Schroeder
Government Relations Advocate
carls@awcnet.org

Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Six steps to affordable housing revenue

1 Is your city interested in accessing additional funding to support affordable housing for the next 20 years?

- **Yes** → **2**
- **No** → No action required.
- **Maybe. What can we spend the money on?** → All projects must serve households with incomes at or below 60% Area Median Income (AMI). Is the city's population more than 100,000?
  - **Yes**
    - Acquiring, rehabing, or constructing affordable housing. Includes new units within an existing structure or supportive housing facilities under RCW 71.24.385. Consider bonding, land acquisition, direct capital investment down payment assistance, and rehabilitation of single-family homes owned by individuals who meet the 60% AMI qualification.

      OR
    - Funding the operations and maintenance costs of new units of affordable or supportive housing.
  - **No** → All of the options for cities over 100,000, plus rental assistance to tenants.

2 Does your city levy a "qualifying local tax"?

- **What's a "qualifying local tax"?**
  1. Affordable housing levy (RCW 84.52.105)

     OR
  2. Sales and use tax for housing and related services (RCW 82.14.530). Must impose at lease half of the authorized rate.

     OR
  3. Sales tax for chemical dependency and mental health services or therapeutic courts (RCW 82.14.460).

     OR
  4. Levy (property tax) under RCW 84.55.050, if used solely for affordable housing.
- **Yes** → **3**
- **No** → Can your city adopt a "qualifying local tax" by July 31, 2020, including ballot measure?
  - **Yes** → **3**
  - **No** → Your city is still eligible to participate in the program. Go to Step 3 to continue.

3 The law requires a resolution of intent to impose the tax credit. Can your city **adopt a resolution of intent** between July 28, 2019 and January 31, 2020?

- **Yes** → **4**
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

4 Great! Next, your city must **adopt an ordinance** by July 27, 2020 to levy the maximum tax under **HB 1406**. Did you or will you?

- **Yes** → **5**
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

5 Great! Now let's find out what your maximum tax rate is. Did your city instate a "**qualifying local tax**" by the deadline – July 31, 2020? A "qualifying local tax" is not required but can increase your tax credit.

- **Yes** → **6**
- **No** → Did your county levy its share of the tax credit?
  - **Yes** → Your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.)
  - **No** → If the county declared they will not levy the tax or have not adopted a resolution of intent by February 1, 2020, your city's tax rate will be 0.0146%. (See **Important Dates**.)

6 Was your city levying the "qualifying local tax" before you instated the tax credit under **HB 1406**?

- **Yes** → Your tax credit rate is 0.0146% starting on the date the tax credit is levied. (See **Important Dates**.)
- **No** → Until July 1, 2020, your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.) After July 1, 2020, your tax credit rate is 0.0146%.

Important dates:

- 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
- See also **Additional timelines to keep in mind** on the back

AWC ASSOCIATION OF WASHINGTON CITIES

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:

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

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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

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with Consent Agenda.

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	2nd 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: 4th 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 & Spirts 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		

Applicant	Project & Applicant's Total Budget, if Submitted	Request Detail	Total Request	Recommended Funding
Visit Bainbridge Island (Continued)	Multi-Media Destination Marketing Campaign			
Event Representation: Tradeshows, Industry Events /Meetings	2,000	1,000		
Industry Affiliations & Memberships	1,500	1,500		
BI Special Events & Sponsorships	1,000	1,000		
Customer Relationship Tool (CRM)	3,500	3,500		
Photography/Videography	2,500	2,000		
Inbound Familiarization Tours, Client Site Inspections, Press Trips	4,000	3,000		
Outbound Client Events & Sales Missions	2,000	1,000		
Membership Outreach	2,500	2,500		
Subtotal	28,000	23,000		
Total	76,500	71,500		
Winery Alliance of Bainbridge Island	Wine on the Rock (Tourism Marketing/Special Events		27,750	$12,000
	Facebook Ads/Posters/Graphic Designer/Rack Card Printing	6,000		
	Taste Washington	1,250		
	Kitsap Wine Festival	500		
	Bainbridge Island Wine Trail Program	1,000		
	Photography (Two Events)	7,000		
	Marketing Consultant	12,000		
	Total	27,750		
	Total – All Proposals		547,270	$275,000

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Approve with 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.~~

D~~E~~. 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.

E~~F~~. 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 Council Regular Business Meeting Agenda Bill

CITY OF BAINBRIDGE ISLAND

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

AGENDA ITEM: 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: 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: 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:

Ordinance No. 2019-35 Implementing State Mandated Changes to Business and Occupation Tax

AWC 2019 Summary of Changes

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.

~~A~~C. 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 ~~minimus~~ 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.

~~3~~4. 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.

~~2~~3. “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.

~~3~~6. “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.~~

~~5~~7. "Primarily assigned" means the business location of the taxpayer where the individual performs his or her duties.

~~6~~8. "Service-taxable income" or "service income" means gross income of the business subject to tax under either the service or royalty classification.

~~7~~9. "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 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION:
Approve with 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

2020 HVE Region Budget GRAF_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 _____, 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-RECIPENT'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.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

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 safely. 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 26, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Approve with 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 constitution 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

CITY OF _____

_____
Morgan Smith, City Manager

DATED this ___ day of _____, 2019

KITSAP COUNTY SHERIFF'S OFFICE

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Approve with 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

_____
Morgan Smith, City Manager

DATED 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

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:
    - Build general awareness about methods to address and reduce impacts from stormwater runoff;
    - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts;

    and, when possible,

    - 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.

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[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.
[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.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: 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:
Approve with 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 544

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

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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

KC-535-19

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								2020 FTE Cost			
DPA I, Step I	$	64,147	2018 Rates					$ 64,147.20	no change to base rate		
Q01	$	-	2019 COLA	0.00%				$ -	no change to COLA	0.00%	
	$	**64,147**	**2018 Base Salary**					**$ 64,147**			
	$	4,907	Social Security	7.65%				$ 4,907.26	no change to Social Securit	7.65%	
	$	8,259	Retirement	12.88%				$ 8,249.33	updated PERS	12.86%	
	$	857	Workers Compensation					$ 842.30	updated WC		
	$	13,052	County Benefit Bucket					$ 14,357.00	updated Bene Cost		
	$	**91,222**						**$ 92,503**			
Legal Assistant, Step I	$	42,536	2018 Rates					$ 42,536	no change to base rate		
AB1	$	-	2019 COLA	0.00%				$ -	no change to COLA	0.00%	
	$	**42,536**	**2018 Base Salary**					**$ 42,536**			
	$	3,254	Social Security	7.65%				$ 3,254.00	no change to Social Securit	7.65%	
	$	5,477	Retirement	12.88%				$ 5,470.13	updated PERS	12.86%	
	$	857	Workers Compensation					842.304	updated WC		
	$	13,052	County Benefit Bucket					$ 14,357.00	updated Bene Cost		
	$	**65,176**						**$ 66,459**			
	$	**21,725**	**One-Third Cost**					**$ 22,153.15**	**no change to allocation at 1/3**		
	$	**112,948**	**Base Contract Amount**					**$114,656.24**	**2020 Base Contract Amount**		

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with 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 BAINBRIDE 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.

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:

[X] 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.

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.

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

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.

12. INSURANCE

The Hearing Examiner shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Professional Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[X] Workers' Compensation as described in Attachment B.
[ ] 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.

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.

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

Date:_____

By:_____

Name_____

Title_____

Tax I.D. #_____

City Bus. Lic. #_____

CITY OF BAINBRIDGE ISLAND

Date: December 14, 2017

By:

Douglas Schulze, City Manager

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

Date: 12-14-17

By: Ted Hunter

Name TED HUNTER

Title MANAGER Atty

Tax I.D. # 02-0808192

City Bus. Lic. #_____

CITY OF BAINBRIDGE ISLAND

Date: December 14, 2017

By: _____

Douglas Schulze, City Manager

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;

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:

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:

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'

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 Council Regular Business Meeting Agenda Bill

CITY OF BAINBRIDGE ISLAND

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

AGENDA ITEM: 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: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve with 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

Year 2019

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Dispositions/Motions Practice													
Deferred Prosecutions	0	0	0	0	0	0	0	0	0	0	0	0	0
Pre-Trial Diversion Agreements	2	2	0	1	1	1	0	1	4	0	0	0	12
Compromise of Misdemeanors	0	0	0	0	0	0	0	0	0	0	0	0	0
Plead as Charged	0	0	3	0	0	0	0	0	0	0	0	0	3
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	2	0	0	0	0	4
Stipulated Facts Trial	2	1	2	1	2	3	0	0	0	0	0	0	11
Bench Trial	0	0	0	0	0	0	0	0	0	0	0	0	0
Jury Trial	0	0	0	0	0	0	0	0	0	0	0	0	0
CrRLJ 3.6 Motions	0	0	0	0	0	0	0	0	0	0	0	0	0
Knapstad Motions	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissals	1	0	2	4	5	2	0	0	6	0	0	0	20
Resources Utilized													
WDA - Immigration Case Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0
Expert Consulted	0	0	0	0	0	0	0	0	0	0	0	0	0
Investigator	0	0	0	0	0	1	0	0	0	0	0	0	
Interpreter	0	0	0	0	0	0	0	0	0	0	0	0	0
Referred to Mental Health/Competency Evaluation	1	0	0	1	0	0	0	0	0	0	0	0	
Continuing Legal Education Hours													
WDA	0	0	0	0	0	0	0	0	0	0	0	0	0
WACDL	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Cases Appointed													
New Filings	6	2	2	6	2	2	8	2	8	0	0	0	38
Post Conviction	0	0	0	0	1	2	0	1	0	0	0	0	4
Late Night In Custody Calls	1	1	1	1	1	2	0	1	1	0	0	0	9
Bar Complaints from Public Defense Clients													
	0	0	0	0	0	0	0	0	0	0	0	0	0
Jail Visits	2	2	1	4	4	1	4	5	1	0	0	0	0
Other Client Caseloads													
Cases appointed to Poulsbo Court	25	13	2	0	0	0	0	0	0	0	0	0	40
Private Cases	2	2	0	4	2	2	4	3	4	0	0	0	23

City Council Regular Business Meeting Agenda Bill

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

AGENDA ITEM: (9:35 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:

Climate Change Advisory Committee Meeting Minutes, October 16, 2019

Race Equity Task Force Meeting Minutes, October 3, 2019

Utility Advisory Committee Meeting Minutes, October 9, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CLIMATE CHANGE ADVISORY COMMITTEE

Regular Meeting

Thursday, October 16, 2019, 6:30-8:30 PM
Bainbridge Island City Hall

MINUTES

Present: Committee members Jens Boemer, Michael Cox, Gary Lagerloef, Julie Matthews, Nora Ferm Nickum, Deborah Rudnick; Council Liaison Joe Deets
On the phone: Committee member David McCaughey
Absent: Committee members Derik Broekhoff, Lara Hansen
Public/guests: James Rufo Hill, Rick Freeman, Heather Burger, Erin Hill, Gloria Saylor

1. The meeting was called to order at 6:31 pm.
    - Conflict of interest disclosures: None.

2. Minutes from the previous meeting (September 18, 2019) were approved.

3. Public comment
    - Gloria Saylor said that she has encouraged islanders to take the climate change survey via a post on the Quality Bainbridge Facebook page.

4. Friends of the Farm: Heather Burger, Executive Director, and Erin Hill, board member, came to talk about building a community food system:
    - They noted that there is a connection between industrial agriculture and climate change. It is responsible for 19% of greenhouse gas (GHG) emissions. Food purchased on conventional grocery store shelf travels on average 1,500 miles.
    - Creating a climate-positive food system means growing, processing, and selling as much local food as possible; making local food accessible and affordable; and keeping money in our community; among other things.
    - Bainbridge Island's Comprehensive Plan mentions farms 59 times.
    - How can we reduce our carbon footprint through the food we grow, process, consume?
        - Designate a local food system coordinator within COBI, map the existing food environment, set communitywide goals, and create a plan to implement goals with key performance indicators.
        - Enact policies that support a community food system (create an agricultural resource land zoning designation; facilitate more housing for farm interns; support programming).
        - Provide funding and incentives (e.g., grants or tax credits to support innovative energy systems; funding for local farm-to-school meals; encourage landscaping with edibles at places like city parks).

5. Discussion of Sea Level Rise analysis
    - James Rufo Hill, the principal author of and photographer for this report, came to present on the results. He began the effort while serving on this Committee.
    - Key findings:
        - Most of the City's assets are not exposed to sea level rise.

    - By the middle of this century, many private waterfront residences will face severe flooding, especially along Hedley Spit/Point Monroe, Manitou Beach, and Schel Chelb Estuary/Point White Drive.
    - Other vulnerable assets include the ferry terminal and maintenance facility, the Wyckoff Superfund site, Fay Bainbridge Park, and, to a lesser extent, the Winslow Wastewater Treatment Plant.
    - Accelerated bluff erosion is going to be an issue for houses and septic systems at the tops and bottoms of the bluffs.
    - Saltwater intrusion will push on the edges of the aquifer.
  - Next steps: We will forward the report to the City and request a meeting to discuss it.

6. Discussion of draft Climate Action Plan sections
   - We discussed the early draft sections and adjustments to the template.
   - Timeline for next steps:
     - Lead authors will update their chapters by Oct. 23
     - Committee members send comments to chapter leads by Nov. 6
     - Lead authors update their chapters based on that feedback by Nov. 20

7. Updates
   - GHG Inventory Council study session on November 19
   - Community survey has been extended to October 28
   - Community Workshops – subgroup of Mike, Nora, Julie formed to organize
   - Next Climate and Energy Forum will be on November 9, 10-11:30 am, Eagle Harbor Church – topic is carbon offsets and Committee member Derik Broekhoff is a panelist
   - PSE issued their Request for Information for community solar projects
   - The November meeting of this Committee has been rescheduled for Nov. 21

8. The meeting was adjourned at 8:39 pm.

11/18/19

Co-Chair 11/18/19

CITY OF
BAINBRIDGE ISLAND

RACE EQUITY TASK FORCE
REGULAR MEETING
THURSDAY, OCTOBER 3, 2019

MINUTES

1. **CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / CONFLICT OF INTEREST DISCLOSURE**
   6:30 PM
   a. Motion to accept the agenda as amended

   MEMBERS: JAMES FRIDAY, SUSAN WILMOT, KIAN ASHABI, BRENDA FANTROY-JOHNSON, JANNA CHAN, SAVANNA ROVELSTAD, PEGGI ERICKSON

   COUNCILMEMBER LIAISONS: JOE DEETS, RASHAM NASSAR

2. **PUBLIC COMMENTS**
   a. Deanna Martinez: Are city council meetings open to non-Bainbridge residents? There are many Latino/a people who work on the island but do not live on the island.
      i. Janna: Yes, absolutely.
   b. Karen Vargas: I have lived on Bainbridge Island since 1992 and co-chair the Multicultural Advisory Committee for BISD. There are so many disparities and incidents that happen in our community and there is no place for the community to have conversations or address city leaders. What is this task force going to do to support communities of color? I have lived here for 25 years and the incidents I've witnessed are unspeakable. We can no longer sweep these incidents under the rug. People of color cannot separate themselves from everyone else. The health and wellness of the community is reflected by how well the city serves minority populations. We have entrusted you all to do this work for us.
      i. Brenda: I've been reviewing the incidents you shared with me from 1991 when white supremacists were active on the island. The city organized a force to challenge this, but that force was not permanent.
      ii. Deanna: Having the support of community is so important to this work. Things don't get done until the people say enough is enough.

3. **ACCEPT OR MODIFY MINUTES**
   a. Peggi: My comments about my conversation with Leslie was in reference to all committees and not just the RETF.
      i. Correction: Human Rights Conference is Dec 6
   b. Motion to accept the minutes as amended

4. Updates for GARE proposal
   a. Conversations with city council members
      i. James: My conversation with the Mayor at the farmers market seemed to be very positive. He said that there was no need to be at the farmers market anymore and that he fully supported our work. I was later taken by surprise when the Mayor sent an email saying the opposite of what I heard at the market.
      ii. Council Member Deets: I forwarded the proposal to the entire council and the mayor let me know that he was disappointed in the proposal.
      iii. Janna reads the mayor's emails aloud – copy provided at the end of the minutes
      iv. Kian: It's so disappointing to hear this. We are here to make this island a better place for everyone.

v. Peggi: Perhaps a way we could respond is to say that our proposal is a first step--before the city takes racial equity out into the community it first needs grounding. Mayor Medina may have a good understanding of this issue, but many others do not. First we want to start from within then go out. Maybe that will help them to see the bigger picture.
vi. Council Member Deets: I have spoken with the mayor and let him know that I'm a journey. To address this embedded systemic issue we have to get into the fabric of this organization.
vii. Sue: We decided to go with GARE because we wanted to truly solve this issue versus apply a band-aid. We have since also had a conversation with Council Member Tirman and he feels confident that this will pass. He also made some suggestions that we broaden the vision to include other agencies on the island (Fire, Parks, BISD). We have been limited in our access to these agencies, though.
    1. Council Member Deets: Access to the other agencies is not unusual. This applies to all city activities. The problem here is time. It could take a year to get everyone on board. Start with the city and name that the intent is to open it up. GARE has a NW Cohort where different jurisdictions do this together. Can we have a Bainbridge cohort?
viii. James: We are on a time-limited schedule. The proposal is crafted as it should be – it's all or nothing. This is a long-term plan.
ix. Brenda: I think the idea of opening it up is a good idea.
x. Council Member Nassar: Stick with what you have. Those were Council Member Tirman's opinions – but definitely research this with GARE. This is worth looking into, but this will create massive delays. This is a paradigm shift – mindset shifts. Institutional racism started with the institution. Whether people will allow themselves to comprehend the full meaning of this will be heard on November 5. There are a lot of shifts happening now – with climate, racial identity, and sexual identity.
    1. I also spoke directly with Mayor Medina. I let him know that he hurt a lot of people's feelings and people are upset. He was surprised. He said, "I was probing them and pushing them to do better." I told him that this is better. This package is the way to get to where you want to be. You cannot assume that this committee can sit here and flip through our code and integrate racial equity.
xi. Sue: Council Member Tirman also said to present this as a win – we can be the first on the peninsula. He also said to have community support ready.
xii. Peggi: Can we share the presentation with community members?
    1. Council Member Deets: Yes, everything is public.
xiii. Council Member Deets: prior to the 11/5 meeting the RETF can encourage people to write their council members. There is no public comment at study sessions.
    1. Peggi: Let's have people publicly comment ahead of the study session
    2. Council Member Deets: Just make sure people specifically say they support the proposal.

b. Identify a sub-committee to prep the presentation
    i. Motion passed to assign James, Sue, and Janna to subcommittee

c. Letters of support: endorsement of the proposal as written
    i. Unions (Sue), MAC (Janna), IslandWood (Janna), Helpline House (James), Bainbridge Arts/Parks/Museum (Brenda), BI History Museum (Karen)
        1. James: Make sure people know that this will be public record
d. Meeting Date: Presentation during November 5 city council study session
***e.* Action Steps:**
    i. Sub-committee: Have a conversation with GARE about a Bainbridge cohort and whether Nora can join us for the presentation.
    ii. Janna: Draft a memo/talking points for supporters
    iii. Janna: Send proposal to Roz to post to website + memo/talking points

5. RETF > Permanent Committee Process
a. Council Member Deets: The outcome of this proposal will likely dictate the fate of the task force. There will be a lot of work to be carried out if the proposal passes.
b. Sue: Does this task force carry over or do seats open up again?
    i. Council Member Deets: all current seats expire at the end of December
c. Council Member Deets: We can bring this up, but I don't think the council has the appetite to make this permanent right now.
d. Council Member Nassar: An extension would be easier. We just had a heated conversation about ending longstanding committees on the island.

6. Comments for the good of the order
a. Karen: You can come and speak to different organizations on the island. I want to know where the chamber stands on all this. We need to be strategic if we're going to organize efforts to bring everyone together.
b. Deanna: I want to disagree with the Mayor's sentiment that the RETF no longer needs to be at the farmers market. You want to catch everyone. You need to have visibility. There's more work to be done on the mayor's part. I stand on my integrity – anything I say here I will say anywhere. You need to go beyond your discomfort.

7. Action Steps:
a. Peggi will reach out to the city's IT department to look into her issues with receiving emails.
b. James: Pick some dates for additional farmers market presence

8. Next Agenda:
i. Proposal to extend RETF for another year
ii. "Welcome" Signage update - next steps
iii. Opportunities to engage the community (podcast, graphic design, outreach/lobbying)
iv. Events - Are there any upcoming opportunities?
v. Farmers Market Collateral Update

9. Adjournment – 8:11 PM

Email correspondence read aloud at meetings:

From: Christine Brown <cbrown@bainbridgewa.gov>
Sent: Sunday, September 22, 2019 1:33 PM
To: City Council Distribution Group <CityCouncilDistributionGroup@bainbridgewa.gov>
Subject: Fwd: Proposal

Dear Councilmembers,

Please do not respond to me or write to me on this topic. I want to give you an update on what the RETF wants to do. They have presented to me and Morgan a proposal. The proposal is to hire GARE and spend $40 to $50K (roughly) to have GARE lead the City staff and Council through an educational process followed by a deep dive into the City's internal policies and procedures with the goal being to change those policies and procedures to make them more supportive of racial equity. I have attached their proposal and supporting materials (in the form provided to me a couple weeks ago).

I have spoken with James Friday, the Chair of RETF, and Council Member Deets Deets, one of our two liaisons to RETF, about this and explained how I believe it does not accomplish the job that we set out for RETF. However, they are insistent that we put this on an agenda and consider it. So this will be on the November 5th agenda.

Please see below for some indication of what I've been saying to Mr. Friday and how that conversation has gone.

Thank you,

Mayor Medina

Mayor Medina Medina

Bainbridge Island Mayor and Council Member

Position 2, North Ward

kmedina@bainbridgewa.gov

206-512-7155

From: Mayor Medina Medina <kmedina@bainbridgewa.gov>
Sent: Sunday, September 22, 2019 8:47 AM
To: James Friday <james.friday@cobicommittee.email>; Council Member Deets Deets <jdeets@bainbridgewa.gov>; Susan Wilmot <susan.wilmot@cobicommittee.email>
Cc: Morgan Smith <msmith@bainbridgewa.gov>; Council Member Nassar Council Member Nassar <rCouncil Member Nassar@bainbridgewa.gov>
Subject: RE: Proposal

Hi James,

Sorry to take so long to reply. I want to be very clear about what I've said to you, repeatedly, in all of our conversations.

RETF has the opportunity to do something big and meaningful here. When the Council formed the RETF, we very specifically said that we were NOT forming a body to take a look at the City's practices. None of the people who provided testimony at the Council meeting about racism on the Island were complaining about the City. They were complaining about racist people in our community who have mistreated them – they were complaining about our community. Therefore, the Council formed a Task Force to provide the City with recommendations on actions the City can take to advance race equity within our broader community.

You have a City Council that is ready to take action to impact our community. We are ready; you don't need to educate us on the issue. I don't support a proposal that focuses simply on reviewing the City's own internal policies. That will not accomplish anything of any great worth because the City's internal policies are not the problem. Might there be some small benefit from a deep dive into the City's policies? Sure. But that benefit will be miniscule compared to the benefit that we might be able to achieve from passing laws that impact the entire community or providing funding to efforts that impact the entire community.

My point here is that you are aiming low. Aim high instead. You already have a Council that is ready to do something. We are simply waiting for someone to give us recommendations on actions we can take in the community. To be very clear: I will not support simply hiring GARE because it does not do enough to address the concerns raised by those people who testified to the Council. Let me put this differently: I am not going to be part of simply greenlighting an internal workplan that results in a cute report that sits on a shelf and does nothing.

If there is something that I'm missing here, some explanation for how a focus solely on the City's internal practices will actually change our community, please educate me.

What I've also told you, repeatedly, is that I work on these issues in my daily life. I have a deep understanding of race equity issues and equity issues more generally. My critique of what you are proposing comes from this understanding. When I explained to people in the County whom I work with on these issues what RETF is proposing, they were very disappointed. They understand that RETF has a chance to do something big and important, something that could be an example for the rest of the County. Yet RETF is not doing it.

I also encourage you to stop the insinuations. You said this:

I deeply appreciate Mayor Medina's interest in the work of the Task Force and recognize that he, like many others, is on a journey to educate himself about racial inequities to make Bainbridge a more welcoming environment for marginalized communities. The work toward racial equity is an adaptive challenge and requires transformation - mindset shifts, structural changes, collaborative practices, and a long term vision

One way to take that statement is like this: You just made it personal and stated that I need education on this; that my lack of support for what you are proposing is due to my need to "educate" myself "about racial inequities." In short, you don't like what I'm saying, so you resort to personal attacks against me. I ask you to do better.

This item is on the Council's agenda for November 5th.

Thank you,

Mayor Medina

Mayor Medina Medina

Bainbridge Island Mayor and Council Member

Position 2, North Ward

kmedina@bainbridgewa.gov

206-512-7155

From: James Friday <james.friday@cobicommittee.email>
Sent: Saturday, September 14, 2019 9:12 AM
To: Mayor Medina Medina <kmedina@bainbridgewa.gov>; Council Member Deets Deets <jdeets@bainbridgewa.gov>; Susan Wilmot <susan.wilmot@cobicommittee.email>
Subject: Proposal

I'm writing today to acknowledge a misunderstanding regarding the meeting I had with Mayor Medina at last week's farmers market. I perceived Mayor Medina's response to the Race Equity Task Force's upcoming proposal to be affirmative, but I understand now that there are aspects of the proposal that may have been misconstrued or taken out of context.

I deeply appreciate Mayor Medina's interest in the work of the Task Force and recognize that he, like many others, is on a journey to educate himself about racial inequities to make Bainbridge a more welcoming environment for marginalized communities. The work toward racial equity is an adaptive challenge and requires transformation - mindset shifts, structural changes, collaborative practices, and a long term vision. That is what the Race Equity Task Force plans to propose to the city council in October.

I look forward to continuing these important conversations with the mayor, city manager, and city council members for as along as it takes to ensure that Bainbridge meets the goals of its comprehensive plan and addresses inequities head-on. There is no silver bullet to solving racism but, working together, we can make Bainbridge a better, more equitable city for future generations.

Thanks for the conversations,

James Friday

RETF

James Friday 11/13/19
James Friday, Chair 11/13/19

CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, OCTOBER 9, 2019

Minutes

Committee Members Present: Andy Maron (Co-Chair), Charles Averill, Emily Sato, Martin Pastucha, Sheina Hughes, Nancy Nolan

Absent: Ted Jones (Co-Chair)

CC Liaison: Rasham Nassar

Also, Present: Chris Wierzbicki, Director of Public Works

The meeting was called to order at 5:00 PM by Co-Chair Andy Maron.

Minutes: The Committee meeting minutes of September 11, 2019 and September 25, 2019 were unanimously approved. Motion by Chares Averill, seconded by Nancy Nolan.

Public Comment: None.

Small Water Systems (Continued Discussion): Chris Wierzbicki, Director of Public Works passed out list of notes and chart related to Winslow Water System. Other information the committee asked could be researched included: Legal Authority for Service Area; KPUD legal status to connect/new connections; Other water resource documents – other documents from other entities such as Aspect/USGS on island wide systems; any policies related to other water utilities – review 1994 and 2000 Comprehensive Plans.

Discussion from Co-Chair that the committee will need to do own work as staff does not have time or resources to do everything.

Committee Members Assigned to Following Tasks:

Legal authority for designation of service areas – Nancy Nolan

KPUD policies for new connections – Emily Sato

Any Water System Plans for North and South Bainbridge Island Water System Utilities – Emily Sato

Where/What is background data for Well locations – Chris Wierzbicki

Data on Group B Water Systems – updated list of latest Group B issues – Nancy Nolan

Who is provided a notice of Well Drilling? City? Water Purveyor? Both? – Chris Wierzbicki

Past City Policy – Chris Wierzbicki

History of Water System Acquisition – Andy Maron

Water Resource Studies – Chris Wierzbicki to gather with Charles Averill

What are other cities doing in regard to Water System Plans? Formal policies Example cities include: Sammamish, Bothell, Shoreline, Newcastle, University Place, Maple Valley, Kenmore, and Woodinville – Sheina Hughes

High School Road Tank Replacement Pre-Design Scope: Chris Wierzbicki passed out an updated summary of the High School Reservoir Replacement Analysis. He also indicated that the pre-design consultant contract should be proceeding to City Council for approval within the next two weeks.

Climate Change Advisory Committee/UAC UPDATE: There is an Ad Hoc Committee with two members from Climate Change Advisory Committee and two members from UAC (previously Steve Johnson and Ted Jones) that look at items that are at the intersection of these two groups work. Because Steve Johnson is no longer a member of UAC, we will need to determine a replacement for Steve Johnson. This item will be discussed at next UAC meeting. Update was provided by Chris Wierzbicki that Item is going to City Council in near future re: PSE Franchise Renewal Process.

Discussion of Upcoming Meeting Dates and Times: Co-Chair Maron indicated he had an email discussion with City Manager who asked if the Committee could limit its meeting to once per month. Based on a discussion of potential dates and times, in the future the meetings of the UAC will occur on the second Wednesday of each month at 5:00 PM.

Next Meeting Agenda: Item to include will be continued discussion of Small Water System, Work Plan, and New UAC Representative for UAC/ Climate Change Advisory Committee Ad Hoc Group.

Adjournment: Meeting Adjourned at 6:35 PM.

Co-Chair 11/13/19