CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, DECEMBER 12, 2023

COUNCIL CHAMBERS
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND, WA

AND

ZOOM WEBINAR
HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351
OR TELEPHONE: US: +1 253 215 8782
WEBINAR ID: 929 4733 8351

AGENDA

1. **CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE - 6:00 PM**

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

3. **PRESENTATION(S)**

3.A **(6:10 PM) Recognize the Service of Councilmember Pollock,** 15 Minutes

3.B **(6:25 PM) Approve Proclamation Honoring the Service of City Mechanic John Inch - Public Works,** 5 Minutes
John Inch Day Proclamation.docx

3.C **(6:30 PM) Approve Proclamation Declaring January 6, 2024, as "Protect Democracy in America Day,"** 5 Minutes
Protect Democracy Day 2024.docx

3.D **(6:35 PM) Review 2023 Council Accomplishments - Executive,** 15 Minutes

4. **PUBLIC COMMENT - 6:50 PM**
Public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes, or such amount as the meeting chair determines, to speak. Public comment is not taken on individual

agenda items during the meeting. For items scheduled for a public hearing, comment is accepted from an individual only one time, either during public comment or during the hearing.
Public comment is simply received by the Council, with no response, and Council cannot deliberate on items that are not on the agenda. The lack of comment is not an endorsement or a denial of the comment. Please refer to guidelines and instructions for public comment, including orderly behavior and civility in remarks, attached below. Public comment may be provided in-person in Council Chambers or remotely through Zoom.

4.A **Instructions for Providing Public Comment** 45 Minutes
Instructions for Providing Public Comment at Hybrid Meetings.docx

5. CONSENT AGENDA - 7:35 PM

All items listed under this section are considered to be routine and will be acted upon with one motion and one vote. There will be no separate discussion of these items unless a member of the City Council, or City Manager so requests, in which event, the item will be considered separately in its normal sequence.

5.A **Agenda Bill for Consent Agenda,** 5 Minutes

5.B **Approve Accounts Payable and Payroll**
Council Report PR 12-5-23.pdf
AP Report to Council of Cash Disbursements 12-13-23.pdf

5.C **Approve City Council Meeting Minutes**
City Council Study Session Minutes, November 21, 2023.pdf
Regular City Council Business Meeting Minutes, November 28, 2023.pdf

5.D **Adopt Resolution No. 2023-10 Relating to the 2024 City-Wide Fee schedule - Finance**
Resolution No. 2023-10 Relating to Revision of Certain City Fees.docx
Resolution No. 2023-10 - Exhibit A - 2024 Fee Schedule.docx

5.E **Authorize the City Manager to Execute the Interlocal Agreement between Kitsap County for the Provision of Juvenile Detention Facilities - Police,** 5 Minutes
2024 Juvenile Detention Facilities KC-056-24 Partially Executed.pdf

5.F **Adopt Ordinance No. 2023-23 Relating to the 2023 2nd Budget Amendment and Updated Capital Improvement Plan Amendments - Finance,** 5 Minutes
Ordinance No 2023-23 Memo of 2023 BUA-2_FINAL.docx
Ordinance No. 2023-23 2023 2nd Budget Amendment.docx
Ordinance No. 2023-23 Exhibit A.pdf
Ordinance No. 2023-23 Exhibit B.pdf
Ordinance No. 2023-23 Exhibit C CIP Project Pages.pdf

5.G **Authorize the City Manager to Execute the Sixth Amendment to the Interlocal Agreement with Kitsap County for the Incarceration of City Prisoners - Police,** 5 Minutes
2024 KC-233-17-F City of B Island 2024 (6th Amendment).pdf

5.H **Adopt Ordinance No. 2023-30 Providing De Minimis Amendments to Bainbridge Island Municipal Code (BIMC) Chapter 8.24, Waste Reduction Regulations**

Ordinance 2023-30 Disposable Food Service Ware.docx

5.I **Authorize the City Manager to Enter into a Professional Services Agreement with Gray & Osbourne for the Water System Business Plan ($83,000.00 Water Utility Fund) - Public Works,**
Professional Services Agreement for Gray and Osborne.docx

5.J **Receive Annual Report on the City's Use of Pesticides and Herbicides in Accordance with BIMC 16.30.080 - Public Works,**
2023 Annual Pesticide Use Report.pdf

5.K **Adopt Ordinance No. 2023 - 31 Adopting State Laws on Harassment and Civil Protection Orders**
Ordinance No. 2023-31 Adopting State Laws for Harassment and Civil Protection Orders.DOCX

5.L **Acknowledge Conferral with Bainbridge Island Land Trust to Apply for a Washington State Recreation and Conservation Office (RCO) Grant Program to Acquire a 24.6-acre Parcel South of Manzanita Park and 6.2 acres Adjacent to the Gazzam Nature Complex and Authorize the City Manager to Provide a Letter of Support**
COBI Conferral Notice Bainbridge Island Land Trust (Manzanita Ridge & Crystal Springs - Gazzam) 12042023.pdf
Crystal Springs and Manzanita Ridge Locations.pdf
Gazzam - Crystal Springs Aerial Topo.jpg
Manzanita Ridge aerial topo.jpg

5.M **Authorize the City Manager to Execute a Renewal Agreement Regarding Jury Panels for the Municipal Court with Kitsap County**
Kitsap County Clerk - Jury Panels for Muncipal Court Agreement (unsigned).pdf

5.N **Authorize the City Manager to Sign an Exclusive Negotiation Agreement with Bainbridge Disposal**

Exclusive Negotiation Agreement (City and Bainbridge Disposal) - Church executed

5.O **Authorize the City Manager to Provide up to $1,500 to Support Community Martin Luther King, Jr. Day Celebrations - Executive**

5.P **Authorize the City Manager to Execute the Agreement with Kitsap County Humane Society for Animal Control Services in 2024 - Police** 5 Minutes
Kitsap Humane Society Animal Control PSA 2024.docx

5.Q **Authorize the City Manager to Execute the Agreement with Valley Defenders PLLC for Indigent Defense Services for 2024 - Executive,**
Valley Defenders Professional Services Agreement .docx

5.R **Confirm Appointment of Representative to Kitsap County Solid Waste Advisory Committee for a 4-Year Term - Executive,** 5 Minutes

5.S **Consider Endorsement of Management's Employee Housing Policy,** 5 Minutes

City of Bainbridge Island Employee Housing Policy 10-31-2023.docx

5.T **Cancel the December 19, 2023, December 26, 2023, and the January 2, 2024 City Council Meetings**

6. COUNCIL ANNOUNCEMENTS - 7:40 PM

7. CITY MANAGER'S REPORT - 7:50 PM

8. REGULAR BUSINESS

8.A **(7:55 PM) Discuss Limitation or Removal of Remote Public Comment,** 10 Minutes

8.B **(8:05 PM) Accept Eagle Harbor Drive/Wyatt Way Non-Motorized Improvements Project 30% Design - Public Works,** 30 Minutes
EHD Final 30% Design_Alts_120523 City Council.pdf

8.C **(8:35 PM) Present Workplan on New Rules Regarding Design Review and Permit Processing and Consider Creation of a Design Review and Permitting Task Force - Planning,** 15 Minutes
HB 1293 on Revising Local Government Design Review Procedures.pdf
SB 5290 on Streamlining Permit Review Times.pdf
Task Force Creation Form - design review legislation compliance

8.D **(8:50 PM) Review Comprehensive Plan Goals and Policies Related to "Hotels" as a Land Use in Winslow- Planning,** 15 Minutes
Dec 12 Hotels Presentation to City Council_plc.pptx

8.E **(9:05 PM) Consider Agreement for Farm Manager Services ($60,000) - Executive,** 5 Minutes
PSA Farm Manager - City of Bainbridge Island Brian Stahl for CC 12122023

8.F **(9:10 PM) Consider Termination of the Master Lease with Friends of the Farms and Establish Intent to Develop a Successor Agreement - Executive,** 5 Minutes
Termination of Master Lease and Development of Successor Agreement

8.G **(9:15 PM) Authorize the City Manager to Submit a Permit to Clear the City-Owned Property at 625 Winslow Way,** 15 Minutes
625 Winslow Way Historical Review_20231107.pdf

8.H **(9:30 PM) Authorize the City Manager to Execute a Construction Contract Award to Redside Construction in Support of the Winslow Water Tank Replacement Project, and Prepare a Financing Plan for the Winslow Water Tank Estimated Costs - Public Works,** 10 Minutes
Winslow Water Tank Contract.docx
Bid Form_WinslowWaterTankReplacementProj.pdf
2023-2028 Modified 2024 CIP - Winslow Water Tank.pdf
WWTank Location Map.pdf
Winslow Water Tank Bid Memo.pdf

8.I **(9:40 PM) Discuss Association of Washington Cities Center for Quality Communities Scholarship for High School Seniors Program and Establish Council Review Ad Hoc Committee - Executive,** 10 Minutes

Center for Quality Communities - 2024 Scholarships
CFQCApplication - First Time Applicant
CFQCApplication - Continuing Student

9. **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: December 12, 2023 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (6:10 PM) Recognize the Service of Councilmember Pollock,

SUMMARY: Council and staff will recognize the service of Councilmember Pollock. Refreshments will be served following the presentation.

AGENDA CATEGORY: Presentation **PROPOSED BY:** City Council

RECOMMENDED MOTION: Presentation only.

COMMUNITY ENGAGEMENT AND OUTREACH:

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: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:25 PM) Approve Proclamation Honoring the Service of City Mechanic John Inch - Public Works,

SUMMARY: The attached proclamation declares December 12, 2023, as "John Inch Day" in recognition of his 35 years of dedicated service to the City of Bainbridge Island.

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

RECOMMENDED MOTION: I move to authorize the Mayor to sign the proclamation honoring the service of City Mechanic John Inch.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

John Inch Day Proclamation.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, recognizing City employee John Inch.

WHEREAS, John Inch, a born-and-raised Bainbridge Islander, has served both the City of Winslow and the City of Bainbridge Island for a combined 35 years and two months; and

WHEREAS, John began his municipal career as a maintenance worker and relief treatment plant operator for the City of Winslow in 1988, and continued his service to the City of Bainbridge Island as a Roads Supervisor and Lead Mechanic; and

WHEREAS, John was responsible for the maintenance and repair of hundreds of city-owned vehicles and pieces of specialty equipment; and,

WHEREAS, during John's tenure, he served under six mayors, five city managers, and six public works directors; and

WHEREAS, John also serves his local community as a North Mason Regional Fire Authority Commissioner; and

WHEREAS, John is a dedicated public servant and team member whose support extended to all City departments and employees, and whose wealth of knowledge, broad skill set, and sense of humor will be sorely missed; and

WHEREAS, the City of Bainbridge Island wishes to extend its gratitude and appreciation to Mechanic III John Inch for his faithful service and many contributions to the City of Bainbridge Island;

NOW, THEREFORE, I, Brenda Fantroy-Johnson, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim the 12th day of December 2023 as:

"JOHN INCH DAY"

in the City of Bainbridge Island and encourage all Bainbridge Island residents to thank and congratulate John upon his retirement.

DATED this 12th day of November, 2023

Brenda Fantroy-Johnson, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:30 PM) Approve Proclamation Declaring January 6, 2024, as "Protect Democracy in America Day,"

SUMMARY: The attached proclamation declares January 6, 2024, as "Protect Democracy in America Day."

AGENDA CATEGORY: Proclamation **PROPOSED BY:** City Council

RECOMMENDED MOTION: I move to authorize the Mayor to sign the proclamation declaring January 6, 2024, as "Protect Democracy in America Day."

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Protect Democracy Day 2024.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the City Council of the City of Bainbridge Island, Washington, declaring January 6, 2024, as "Protect Democracy in America Day."

WHEREAS, on January 6th, 2021, a violent mob stormed the United States Capital to stop the lawful transfer of presidential power from then-President Donald Trump to Joe Biden; and

WHEREAS, the insurrection was an attack against our democratic right to choose the leaders that represent us so that we have a government of, by, and for the people; and

WHEREAS, at the conclusion of the 1787 Constitutional Convention Benjamin Franklin was asked what sort of government the delegates had created, he answered "A republic, if you can keep it"; and

WHEREAS, while the insurrection failed, the threat to the republic remains; and

WHEREAS, the attack proved that democracy in America is fragile and cannot be taken for granted;

NOW, THEREFORE, I, Brenda Fantroy-Johnson, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim January 6, 2024, as a day of remembrance in the City of Bainbridge Island and call upon the people of Bainbridge Island to protect democracy in America by supporting the strengthening of voting rights and condemning efforts to subvert free and fair elections.

DATED this 12th day of December, 2023

_____

Brenda Fantroy-Johnson, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (6:35 PM) Review 2023 Council Accomplishments - Executive,

SUMMARY: The City Manager will present a summary of significant City Council accomplishments in 2023. This list will not be comprehensive.

AGENDA CATEGORY: Presentation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

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: December 12, 2023 **ESTIMATED TIME:** 45 Minutes

AGENDA ITEM: Instructions for Providing Public Comment

SUMMARY: Instructions for providing public comment are attached.

AGENDA CATEGORY: Discussion **PROPOSED BY:** City Council

RECOMMENDED MOTION: Information only.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Instructions for Providing Public Comment at Hybrid Meetings.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY CLERK'S OFFICE

Members of the public are encouraged to submit written public comment to the City Council at any time by emailing Council at council@bainbridgewa.gov. Members of the public who wish to provide public comment may attend the business meeting in Council Chambers or may participate remotely by following the instructions outlined below. If you are attending in-person, please sign up to speak on the sign-in sheet by the Chamber doors. The Mayor will call the people signed up on the sign-in sheet in Council Chambers first, and speakers will have three minutes to speak from the podium. Following the in-person comment, the Mayor will call people who have raised their hands in the Zoom meeting. A timer on the screen will indicate when 3 minutes have elapsed. Guidelines for public comment are also attached.

INSTRUCTIONS FOR PROVIDING PUBLIC COMMENT REMOTELY

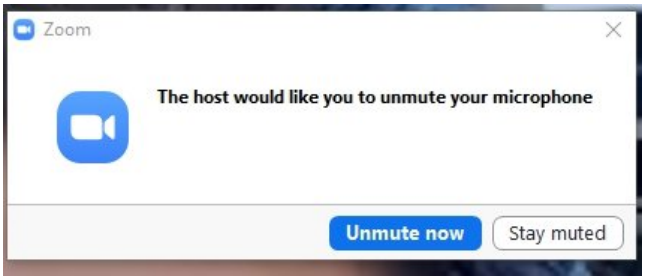
1. Join the Zoom webinar by following the link posted on the agenda and on the City calendar.

2. Sign in to Zoom with your full name.

3. The Mayor will indicate when it is time for public comment.

4. Attendee indicates desire to speak by clicking on "Raise Hand" option at the bottom of the screen.

5. Attendee clicks button "Unmute now" after they are called to speak by the Mayor.



6. Attendee will appear on screen with other panelists, but without video, just name.

IMPORTANT NOTE: If you do not have the latest version of Zoom, the Clerk will promote you to panelist. You will then appear with video enabled. Look for the video icon in the bottom left-hand corner of the screen to turn off your video.

7. Attendee provides their comment.

8. A timer on the screen will track your time.

9. Stop speaking when the timer reaches the 3-minute mark.

10. Attendee is returned to attendee group, and microphone is muted.

11. Public comment is simply received by the Council, with no response.

Excerpt from the Governance Manual regarding public comment:

5.6 Respect and Decorum

It is the duty of the Presiding Officer and Councilmembers to maintain dignity and respect for their offices, City staff, and the public. While the Council is in session, the Councilmembers shall preserve civility, order and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt, or interrupt the proceedings of the Council, nor engage in any of the prohibited behavior described below. Councilmembers and the public shall obey the proper orders of the Presiding Officer of the meeting.

5.6.1 Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a point of order by the Presiding Officer or a Councilmember pursuant to the Council's parliamentary rules, or a recess, forced removal, or adjournment as described elsewhere in this manual. Disruptive behavior includes, but is not limited to, the following:

(a) Speaking without being recognized by the Presiding Officer.

(b) Continuing to speak after the allotted time has expired.

(c) Speaking on an item at a time not designated for discussion by the public of that item, such as speaking on a quasi-judicial item at a time other than during a public hearing or closed record proceeding on the matter.

(d) Throwing objects.

(e) Speaking on an issue that is not within the jurisdiction of the City Council or is otherwise irrelevant to Council business.

(f) Speaking in favor of or in opposition to a ballot proposition or a candidate for public office, provided, that public comment is allowed when the City Council is considering taking a collective position in favor of or in opposition to a ballot proposition as authorized in RCW 42.17A.555.

(g) Impersonating a City Councilmember or a member of the City staff.

(h) Shouting or otherwise engaging in loud or boisterous behavior.

(i) Continuing to make repetitive remarks after being requested not to do so by the Presiding Officer or a majority of the City Council.

(j) Attempting to engage the audience rather than the Council, e.g., asking audience members to stand, clap, boo or otherwise express collective support or opposition to any matter.

(k) Booing, hissing, or otherwise disrupting the comments of another speaker.

(l) Using racial slurs or other slurs directed at the color, creed, religion, ancestry, gender, sexual orientation, gender expression or identity, national origin, citizenship or immigration status, or mental, physical, or sensory disability of any individual or group, or any other words considered “fighting words” under constitutional law.

(m) Refusing to modify conduct after being advised by the Presiding Officer that the conduct is disrupting the meeting or disobeying any other lawful order of the Presiding Officer or a majority of the City Council.

5.6.2 Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and introduction by the Presiding Officer of the meeting.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Agenda Bill for Consent Agenda,

SUMMARY: Council will consider approval of the Consent Agenda.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: I move to approve the Consent Agenda as presented.

COMMUNITY ENGAGEMENT AND OUTREACH:

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: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Approve Accounts Payable and Payroll

SUMMARY: Council will consider approval of payroll and accounts payable.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve accounts payable and payroll.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Council Report PR 12-5-23.pdf

AP Report to Council of Cash Disbursements 12-13-23.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 12 - 05 - 2023

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	12/1/2023	110310	Vendor check run (Paper Checks)	1,944.49
Normal	12/5/2023	59261-59398	Regular check run (Direct Dep)	396,185.50
Normal	12/5/2023	1103011-1103015	Regular check run (Paper Checks)	2,974.02
Vendor	12/5/2023	1103016-1103024	Vendor check run (Paper Checks)	351,844.44
EFTPS	12/5/2023		Federal Tax Electronic Transfer	144,466.00
EFT	12/5/2023		DSHS	147.08
			TOTAL:	**897,561.53**

Prepared and Reviewed by: _____ Date: 12-5-23
Anthony Sains, Financial Analyst

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: 12-5-2023
Karl R. Shaw, Accounting Manager

CITY OF
BAINBRIDGE ISLAND

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: November 27, 2023 - December 11, 2023
CITY COUNCIL: November 28, 2023 - December 12, 2023

Last check from previous run: 360880 dated 11/29/2023 issued to Wash, Alison & Robert for $23.61
Last ACH from previous run: 3043 dated 11/29/2023 issued to Westbay Auto Parts for $964.14

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	08/23/2023	360536	Beaufait, Mark/Check was stale dated, returned to city hall to be reissued	N/A
ACH/EFT	11/27/2023	3044	US Bank/Credit card purchases - Oct. 2023	90,731.69
ACH/EFT	11/25/2023	3045	City of Bainbridge Island/Utility billing - Nov. 2023	3,857.56
ACH/EFT	11/25/2023	3046	WA State DOR/Excise taxes - Oct. 2023	29,020.56
ACH/EFT	11/25/2023	3047	US Bank/LTGO bonds debt service principle and interest	1,371,947.00
Manual	11/30/2023	360881	POL,EOC/AT&T/Wireless charges	3,528.68
Manual	11/30/2023	360882	CenturyLink/Citywide telemetry - Nov. 2023	3,365.13
Manual	11/30/2023	360883	ENG/Staples/Printer paper, binders, pens	108.85
Manual	11/30/2023	360884	ENG/WA ST Dept of Health/Review project & construction documents	1,984.00
Manual	11/30/2023	360885	WA Water Service/Decant facility water Nov. 2023	160.67
			Total Manual Checks and Electronic Disbursements	**1,504,704.14**

Regular Run Checks	12/13/2023	360886-360924	**Total Regular Check Run**	**348,120.42**
Regular Run ACH	12/13/2023	3048-3094	**Total Regular ACH Run**	**500,033.84**
			Total Disbursements	**2,352,858.40**

Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____Jacob Kines, 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.

12/6/2023

Carrie Freitas, Acting Accounting Manager Date

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
3044	11/27/2023	PRTD	7314	US BANK	266830	092623JA	09/26/2023		USBOCT23	549.15
Invoice: 092623JA					549.15	61011581 548100	PCD/WILLETTE'S TOWING/FLAT TIRE TOWING PCD - C/E ADMIN REPAIRS MAINT			
					266902	101523SH	10/15/2023		USBOCT23	1,257.98
Invoice: 101523SH					1,257.98	31011572 548500	EX/DROPBOX/YEARLY SOFTWARE SUBSCRIPTION EX-GF-OUTREACH-SOFTWARE MAINT			
					266903	101723SH	10/17/2023		USBOCT23	11.99
Invoice: 101723SH					11.99	31011572 549100	EX/KITSAP SUN/DIGITAL SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER			
					266904	102423SH	10/24/2023		USBOCT23	15.96
Invoice: 102423SH					15.96	31011572 549100	EX/SEATTLE TIMES/DIGITAL SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER			
					266905	100123BK	10/01/2023		USBOCT23	53.51
Invoice: 100123BK					53.51	31011134 443410	EX/CO-OP TAXI/TAXI TO HOTEL ICMA CONF EX-GF-TRAINING			
					266835	092723JA-A	09/27/2023		USBOCT23	1,502.00
Invoice: 092723JA-A					1,502.00	61011581 548100	PCD/LES SCHWAB/FLEET FLAT TIRE PCD - C/E ADMIN REPAIRS MAINT			
					266836	092723JA-B	09/27/2023		USBOCT23	31.35
Invoice: 092723JA-B					31.35	61011584 443410	PCD/WA ST FERRIES/SPECIALISTS CONF DG, SP PCD - C/E ADM TRAINING			
					266908	100423BK	10/04/2023		USBOCT23	52.09
Invoice: 100423BK					52.09	31011134 443410	EX/CO-OP TAXI/TAXI TO AIRPORT ICMA CONF EX-GF-TRAINING			
					266909	100423BK-A	10/04/2023		USBOCT23	48.00
Invoice: 100423BK-A					48.00	31011134 443410	EX/TAXI BUSINESS/TAXI TO FERRY ICMA CONF EX-GF-TRAINING			
					266910	100423BK-B	10/04/2023		USBOCT23	24.83
Invoice: 100423BK-B					24.83	31011134 443410	EX/HU'S HAMBURGERS & BAR/LUNCH ICMA CONF EX-GF-TRAINING			
					266911	101323BK	10/13/2023		USBOCT23	88.46
Invoice: 101323BK					88.46	31011572 548500	EX/CONSTANT CONTACT/CMR MONTHLY SUBSCRIPTION EX-GF-OUTREACH-SOFTWARE MAINT			
					266900	102423KB-A	10/24/2023		USBOCT23	45.00
Invoice: 102423KB-A					45.00	33011161 544000	HR/CRAIGSLIST/JOB AD FACILITIES MAINT TECH HR-C/E-ADVERTISING			
					266901	092623SH	09/26/2023		USBOCT23	15.96
Invoice: 092623SH					15.96	31011572 549100	EX/SEATTLE TIMES/DIGITAL SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					266914	100223RL	10/02/2023		USBOCT23	100.00
	Invoice: 100223RL						EX/BI ROTARY/QUARTERLY DUES BK			
					100.00	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
					266915	100223RL-A	10/02/2023		USBOCT23	116.84
	Invoice: 100223RL-A						LEGAL/LEXIS NEXUS/LEGAL ONLINE SUBSCRIPTION			
					116.84	32011152 548500	LGL-GF-SOFTWARE MAINT/SUBSCR			
					266916	100423RL	10/04/2023		USBOCT23	16.54
	Invoice: 100423RL						EX/AMAZON/PILOT GEL INK PENS			
					16.54	31011131 531100	EX-GF-SUPPLIES			
					266917	100423RL-A	10/04/2023		USBOCT23	48.56
	Invoice: 100423RL-A						EX/SAFEWAY/COMMUNITY WELCOMING EVENT			
					48.56	31011131 539100	EX-GF-NON TRAVEL FOOD/SNACK			
					266906	100123BK-A	10/01/2023		USBOCT23	29.75
	Invoice: 100123BK-A						EX/SKILLET/BREAKFAST ICMA CONFERENCE			
					29.75	31011134 443410	EX-GF-TRAINING			
					266907	100123BK-B	10/01/2023		USBOCT23	1,046.81
	Invoice: 100123BK-B						EX/JW MARRIOTT/HOTEL ICMA CONFERENCE			
					1,046.81	31011134 443410	EX-GF-TRAINING			
					266920	100623RL	10/06/2023		USBOCT23	81.07
	Invoice: 100623RL						EX/CUPS/LOBBYING SERVICES INTERVIEWS LUNCH			
					81.07	31011131 539100	EX-GF-NON TRAVEL FOOD/SNACK			
					266921	100823RL-A	10/08/2023		USBOCT23	8.98
	Invoice: 100823RL-A						EX/CENTRAL MARKET/TEA			
					8.98	31011131 531100	EX-GF-SUPPLIES			
					266922	100923RL	10/09/2023		USBOCT23	79.72
	Invoice: 100923RL						CRT/AMAZON/MONOCHROME LABEL PRINTER			
					79.72	21011125 531100	COURT-SUPPLIES			
					266923	101023RL	10/10/2023		USBOCT23	35.93
	Invoice: 101023RL						CRT/AMAZON/CONTINUOUS LABELS REPLACEMENT			
					35.93	21011125 531100	COURT-SUPPLIES			
					266912	101723BK	10/17/2023		USBOCT23	1,200.00
	Invoice: 101723BK						EX/ICMA ONLINE/ICMA ANNUAL MEMBERSHIP			
					1,200.00	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
					266913	092823RL	09/28/2023		USBOCT23	857.51
	Invoice: 092823RL						EX/PITNEY BOWES/POSTAGE MACHINE LEASE			
					857.51	31011131 545000	EX-GF-RENTS & LEASES			
					266926	101323RL-B	10/13/2023		USBOCT23	48.03
	Invoice: 101323RL-B						CRT/AMAZON/PENS, USB FLASH DRIVE			
					48.03	21011125 531100	COURT-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					266927	101623RL	10/16/2023		USBOCT23	54.29
Invoice: 101623RL					CRT/AMAZON/END TAB FILE FOLDERS					
					54.29	21011125 531100	COURT-SUPPLIES			
					266928	101623RL-A	10/16/2023		USBOCT23	8.24
Invoice: 101623RL-A					EX/AMAZON/AED SIGN 7"X10" PLASTIC					
					8.24	33011161 531100	HR-C/E-SUPPLIES			
					266929	101623RL-B	10/16/2023		USBOCT23	76.44
Invoice: 101623RL-B					EX/AMAZON/VARI STANDING MAT 36X24					
					76.44	31011131 531100	EX-GF-SUPPLIES			
					266918	100523RL	10/05/2023		USBOCT23	540.66
Invoice: 100523RL					EX/TOWN & COUNTRY/COMMUNITY WELCOMING EVENT					
					540.66	31011131 539100	EX-GF-NON TRAVEL FOOD/SNACK			
					266919	100823RL	10/08/2023		USBOCT23	16.85
Invoice: 100823RL					EX/WALMART/DISH SOAP, CLEANER					
					16.85	31011131 531100	EX-GF-SUPPLIES			
					266933	101923RL-A	10/19/2023		USBOCT23	16.37
Invoice: 101923RL-A					CRT/AMAZON/2 HOLE PUNCH PAPER PUNCHER					
					16.37	21011125 531100	COURT-SUPPLIES			
					266934	101923RL-B	10/19/2023		USBOCT23	14.84
Invoice: 101923RL-B					CRT/AMAZON/MANILLA ENVELOPES W/CLASP					
					14.84	21011125 531100	COURT-SUPPLIES			
					266829	092723JA	09/27/2023		USBOCT23	32.64
Invoice: 092723JA					PCD/ELECTRIFY AMERICA/ID4 VEHICLE CHARGING					
					32.64	63470588 532200	DEV-CURR PLAN FUEL-ELECTRIC			
					266899	102423KB	10/24/2023		USBOCT23	200.00
Invoice: 102423KB					HR/KIANA LODGE/DEPOSIT EMPLOYEE RECOGNITION DINNER					
					200.00	33011161 54110000302	EMPLOYEE RECOG-HR-C/E-PRO SVCS			
					266898	092623KB	09/26/2023		USBOCT23	252.20
Invoice: 092623KB					EX/SUBWAY/LUNCH RACIAL EQUITY TRAINING					
					252.20	31011572 44345501199	DIV/EQUITY/INCL-TRAINING FOOD			
					266897	101623ES	10/16/2023		USBOCT23	1,102.00
Invoice: 101623ES					EX/ICMA ONLINE/ICMA ANNUAL MEMBERSHIP ES					
					1,102.00	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
					266896	100523ES	10/05/2023		USBOCT23	123.74
Invoice: 100523ES					EX/COQUETTE BAKERY/CANCELLED REAC TRAINING ORDER					
					123.74	31011572 53910001064	N/A USE 31011721 539100 01064			
					266834	092623JA-A	09/26/2023		USBOCT23	171.28
Invoice: 092623JA-A					PCD/BEST WESTERN/FLAT TIRE HOTEL STAY					
					171.28	61011581 548100	PCD - C/E ADMIN REPAIRS MAINT			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					266833	092423JA-B	09/24/2023		USBOCT23	345.04
Invoice: 092423JA-B							PCD/CAMPBELLS RESORT/LODGING DG			
					345.04	61011584 443410	PCD - C/E ADM TRAINING			
					266832	092423JA-A	09/24/2023		USBOCT23	345.04
Invoice: 092423JA-A							PCD/CAMPBELLS RESORT/LODGING SP			
					345.04	61011584 443410	PCD - C/E ADM TRAINING			
					266831	092423JA	09/24/2023		USBOCT23	21.40
Invoice: 092423JA							PCD/WA ST FERRIES/SPECIALISTS TECH CONF DG SP			
					21.40	61011584 443410	PCD - C/E ADM TRAINING			
					266828	100223JD	10/02/2023		USBOCT23	111.94
Invoice: 100223JD							CRT/PB LEASING/POSTAGE MACHINE LEASE			
					111.94	21011125 545000	COURT-RENTS & LEASES			
					266821	101223KS-B	10/12/2023		USBOCT23	40.00
Invoice: 101223KS-B							FIN/WFOA/EXCEL CLASS AS			
					40.00	41011144 443410	FIN - C/E TRAINING			
					266820	101223KS-A	10/12/2023		USBOCT23	55.00
Invoice: 101223KS-A							FIN/WFOA/EXCEL CLASS LF			
					55.00	41011144 443410	FIN - C/E TRAINING			
					266819	101223KS	10/12/2023		USBOCT23	135.00
Invoice: 101223KS							FIN/GFOA/GAAP UPDATE CLASS AS			
					135.00	41011144 443410	FIN - C/E TRAINING			
					266818	101123KS	10/11/2023		USBOCT23	50.00
Invoice: 101123KS							FIN/WFOA/ACH FRAUD CLASS JK			
					50.00	41011144 443410	FIN - C/E TRAINING			
					266817	100523PC	10/05/2023		USBOCT23	26.17
Invoice: 100523PC							ENG/TOWN & COUNTRY/STAFF TRAINING SNACKS			
					26.17	72011324 443455	ENG-GF-TRAINING-NON TRAVELFOOD			
					266935	101823RL	10/18/2023		USBOCT23	18.95
Invoice: 101823RL							EX/SAFEWAY/EOC MEETING DRINKS			
					18.95	31011256 539100	EX-GF-EMERG PREP-NON TR MEALS			
					266936	102323RL	10/23/2023		USBOCT23	22.05
Invoice: 102323RL							EX/NAMETAG COUNTRY/NAMETAG MH			
					22.05	31011131 531100	EX-GF-SUPPLIES			
					266924	101323RL	10/13/2023		USBOCT23	14.99
Invoice: 101323RL							EX/KITSAP SUN/MONTHLY SUBSCRIPTION			
					14.99	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
					266925	101323RL-A	10/13/2023		USBOCT23	51.68
Invoice: 101323RL-A							CRT/AMAZON/2024 WALL CALENDAR			
					51.68	21011125 531100	COURT-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					266939	101223RN	10/12/2023		USBOCT23	104.00
Invoice: 101223RN							PW/PSI/WATER DIST MGR 2 EXAM TP			
					104.00	73637892 443410	O&M-ALLOC-WTR-TRAINING			
					266940	100423DM	10/04/2023		USBOCT23	39.00
Invoice: 100423DM							PW/SLUY'S BAKERY/SAFETY MTG DONUTS			
					39.00	73637891 539100	O&M-NON TRAVEL FOOD/BEV			
					266941	100623DM	10/06/2023		USBOCT23	795.81
Invoice: 100623DM							PW/H&H DIESEL REPAIR/AFC PUMP			
					795.81	73425358 531100	O&M-WWTP-SUPPLIES			
					266942	101123DM	10/11/2023		USBOCT23	104.00
Invoice: 101123DM							PW/PSI/CCC EXAM MCONOVER			
					104.00	73637892 443410	O&M-ALLOC-WTR-TRAINING			
					266930	101723RL	10/17/2023		USBOCT23	35.56
Invoice: 101723RL							CRT/AMAZON/END TAB FILE FOLDERS			
					35.56	21011125 531100	COURT-SUPPLIES			
					266931	101923RL	10/19/2023		USBOCT23	63.73
Invoice: 101923RL							CRT/AMAZON/PENS, LEGAL PADS, POST-IT NOTES			
					63.73	21011125 531100	COURT-SUPPLIES			
					266945	101123DM-A	10/11/2023		USBOCT23	680.58
Invoice: 101123DM-A							PW/FREIGHTQUOTE.COM/SHIP PUMP WARRANTY REPAIR			
					680.58	73425358 548100	O&M-WWTP-REPAIRS			
					266946	100623DM-A	10/06/2023		USBOCT23	51.00
Invoice: 100623DM-A							PW/WA DOH/WATERWORKS CERT RGOLDEN			
					51.00	73637892 443410	O&M-ALLOC-WTR-TRAINING			
					266947	100623DM-B	10/06/2023		USBOCT23	1.02
Invoice: 100623DM-B							PW/WA DOH/CC SERVICE FEE			
					1.02	73637892 443410	O&M-ALLOC-WTR-TRAINING			
					266948	102123DM	10/21/2023		USBOCT23	25.00
Invoice: 102123DM							PW/HOME DEPOT/ROADEO GIFT CARD PRIZE			
					25.00	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					266937	092523RN	09/25/2023		USBOCT23	5.98
Invoice: 092523RN							PW/SAFEWAY/ICE FOR SAMPLES			
					5.98	73411345 531100	OFFICE SUPPLIES			
					266938	092923RN	09/29/2023		USBOCT23	255.51
Invoice: 092923RN							PW/AMAZON/WATER DIST SYSTEM OP MANUAL			
					255.51	73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
					266970	102223AS	10/22/2023		USBOCT23	31.16
Invoice: 102223AS							EX/BEECHERS SEATAC/USDN CONFERENCE LUNCH			
					31.16	31011492 44341001150	CAP-OTHER IMPL-TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					266971	100123MS	10/01/2023		USBOCT23	980.00
	Invoice: 100123MS						PCD/STORAGE 98110/ARCHIVE RECORDS STORAGE OCTOBER			
					980.00	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					266972	100323MS	10/03/2023		USBOCT23	9.99
	Invoice: 100323MS						PCD/KITSAP SUN/MONTHLY DIGITAL NEWSPAPER			
					9.99	61470581 549100	PCD - DEV ADMIN DUES/SUBSCR			
					266973	092623MS	09/26/2023		USBOCT23	81.92
	Invoice: 092623MS						PCD/AMAZON/SAFETY GLASSES			
					81.92	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266943	101723DM	10/17/2023		USBOCT23	1,152.06
	Invoice: 101723DM						PW/THE BAG LADY/SAND BAGS			
					1,152.06	73111256 53110001054	STORM PREP-STRT-SUPPLIES			
					266944	102323DM	10/23/2023		USBOCT23	220.11
	Invoice: 102323DM						PW/WESTSIDE PIZZA/ROADEO LUNCH			
					220.11	73111290 539100	O&M-NON-TRAVEL FOOD/BEV			
					266976	101023MS	10/10/2023		USBOCT23	329.42
	Invoice: 101023MS						PCD/AMAZON/COMPOSTABLE PLATES, CALENDARS			
					329.42	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266977	101123MS	10/11/2023		USBOCT23	97.86
	Invoice: 101123MS						PCD/AMAZON/COMPOSTABLE CUPS			
					97.86	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266978	100523MS	10/05/2023		USBOCT23	1,532.08
	Invoice: 100523MS						PCD/ICC/DIGITAL CODE 3-YR SUBSCRIPTION			
					1,532.08	62471591 549100	BLDG - BLDG DUES/SUBSCRIPTIONS			
					266979	101023MS-A	10/10/2023		USBOCT23	225.00
	Invoice: 101023MS-A						PCD/DJC/ANNUAL NEWSPAPER SUBSCRIPTION			
					225.00	62471591 549100	BLDG - BLDG DUES/SUBSCRIPTIONS			
					266967	100423AS	10/04/2023		USBOCT23	96.00
	Invoice: 100423AS						EX/QUIZIZZ INC/ONLINE QUIZ PLATFORM CLIMATE SMART			
					96.00	31011492 54850001150	CAP-OTHER IMPL-SOFTWARE SUBSCR			
					266968	102323AS	10/23/2023		USBOCT23	17.85
	Invoice: 102323AS						EX/MOTHERS RESTAURANT/USDN CONFERENCE DINNER			
					17.85	31011492 44341001150	CAP-OTHER IMPL-TRAINING			
					266983	100123BL	10/01/2023		USBOCT23	225.21
	Invoice: 100123BL						HR/INDEED/JOB AD TREATMENT PLANT			
					225.21	33011161 544000	HR-C/E-ADVERTISING			
					266984	100223BL	10/02/2023		USBOCT23	15.00
	Invoice: 100223BL						HR/WILLOW TREE MARKET/GIFT CARD BENEFIT FAIR			
					15.00	33011161 531100	HR-C/E-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					266985	100223BL-A	10/02/2023		USBOCT23	10.00
Invoice: 100223BL-A							HR/BLACKBIRD BAKERY/GIFT CARD BENEFIT FAIR			
					10.00	33011161 531100	HR-C/E-SUPPLIES			
					266986	100523BL	10/05/2023		USBOCT23	50.22
Invoice: 100523BL							HOPS N DROP/LUNCH AWC WELLNESS TRAINING			
					50.22	91029179 443410	GG-SELF INS-WELLNESS-TRAINING			
					266974	100623MS	10/06/2023		USBOCT23	70.97
Invoice: 100623MS							PCD/AMAZON/2024 WALL CALENDARS, TIMER			
					70.97	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266975	100623MS-A	10/06/2023		USBOCT23	64.96
Invoice: 100623MS-A							PCD/AMAZON/COMPOSTABLE FORKS			
					64.96	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266989	100623BL-B	10/06/2023		USBOCT23	35.00
Invoice: 100623BL-B							HR/WA WOMEN LAWYERS/JOB AD JUDGE			
					35.00	33011161 544000	HR-C/E-ADVERTISING			
					266990	101323BL	10/13/2023		USBOCT23	548.57
Invoice: 101323BL							HR/INDEED/JOB AD UT TECH & JUDGE			
					548.57	33011161 544000	HR-C/E-ADVERTISING			
					267024	100223LS	10/02/2023		USBOCT23	2,422.50
Invoice: 100223LS							EX/SALSBURY INDUSTRIES/16 UNIT MAILBOX LIVEABOARDS			
					2,422.50	31108517 53110000552	LIVE-A-BOARDS/MOORAGE-SUPPLIES			
					267025	101223LS	10/12/2023		USBOCT23	33.00
Invoice: 101223LS							EX/WSP/BACKGROUND CHECKS LIVEABOARDS			
					33.00	31108517 54110000552	LIVE-A-BOARDS/MOORAGE-PROF SVC			
					266980	092623MS-A	09/26/2023		USBOCT23	24.79
Invoice: 092623MS-A							PCD/SAFEWAY/SYMPATHY CARD & PLANT			
					24.79	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					266981	100723MS	10/07/2023		USBOCT23	17.44
Invoice: 100723MS							PCD/ACE HARDWARE/STORAGE BOX			
					17.44	63470588 531100	CUR - DEV DEV PLAN OFC SUPPLY			
					267105	100623AN	10/06/2023		USBOCT23	1,077.62
Invoice: 100623AN							EX/AD PLANET/TED SPEARMAN GRAND OPENING PINS			
					1,077.62	31011572 54245000724	PD/COURT BLDG-OUTREACH			
					267106	101123AN	10/11/2023		USBOCT23	10.20
Invoice: 101123AN							EX/USPS/POSTAGE FOR INVITATIONS			
					10.20	31011572 54250000724	PD/COURT BLDG-OUTREACH POSTAGE			
					267107	092723AL	09/27/2023		USBOCT23	120.00
Invoice: 092723AL							EX/STARLINK/MONTHLY SUBSCRIPTION FEE			
					120.00	31011256 542100	EX-GF-EMERG PREP-PHONE			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267108	092823AL	09/28/2023		USBOCT23	92.50
Invoice: 092823AL							EX/NCSI/VOLUNTEER BACKGROUND CHECKS			
					92.50	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			
					266987	100623BL	10/06/2023		USBOCT23	499.00
Invoice: 100623BL							HR/WA ST BAR ASSOC/MEMBERSHIP COURT JUDGE			
					499.00	33011161 549100	HR-C/E-DUES & SUBSCRIPTIONS			
					266988	100623BL-A	10/06/2023		USBOCT23	45.00
Invoice: 100623BL-A							HR/CRAIGSLIST/JOB AD JUDGE			
					45.00	33011161 544000	HR-C/E-ADVERTISING			
					267111	093023AL	09/30/2023		USBOCT23	1,179.32
Invoice: 093023AL							EX/AMAZON/HUBS SUPPLIES			
					1,179.32	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267112	092923AL-B	09/29/2023		USBOCT23	87.36
Invoice: 092923AL-B							EX/ZOLEO/MONTHLY SUBSCRIPTION FEE			
					87.36	31011256 542100	EX-GF-EMERG PREP-PHONE			
					267113	100223AL	10/02/2023		USBOCT23	664.16
Invoice: 100223AL							EX/AMAZON/HUBS SUPPLIES			
					664.16	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267114	100223AL-A	10/02/2023		USBOCT23	100.00
Invoice: 100223AL-A							EX/ROTARY CLUB/QUARTERLY MEMBERHSIP DUES			
					100.00	31011256 549100	EX-GF-EMERG PREP-DUES/SUBSCRIP			
					267027	101823LS	10/18/2023		USBOCT23	19.96
Invoice: 101823LS							EX/ST SUBSCRIPTIONS/SEATTLE TIMES SUBSCRIPTION			
					19.96	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
					267028	102023CW	10/20/2023		USBOCT23	5,902.19
Invoice: 102023CW							ENG/ALBERT LEE/APPLIANCES TED SPEARMAN JUSTICE CTR			
					5,902.19	72311942 63110000724	PD/COURT BLDG-SUPPLIES			
					267118	100423AL	10/04/2023		USBOCT23	169.12
Invoice: 100423AL							EX/AMAZON/HUBS SUPPLIES			
					169.12	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267119	100423AL-A	10/04/2023		USBOCT23	329.80
Invoice: 100423AL-A							EX/AMAZON/HUBS SUPPLIES			
					329.80	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267120	100423AL-B	10/04/2023		USBOCT23	1,586.00
Invoice: 100423AL-B							EX/SOS SURVIVAL/HUBS SUPPLIES			
					1,586.00	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267121	100523AL	10/05/2023		USBOCT23	1,100.60
Invoice: 100523AL							EX/AMAZON/HUBS SUPPLIES			
					1,100.60	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					267109	092923AL	09/29/2023		USBOCT23	607.16
	Invoice: 092923AL						EX/AMAZON/HUBS SUPPLIES			
					607.16	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267110	092923AL-A	09/29/2023		USBOCT23	157.20
	Invoice: 092923AL-A						EX/AMAZON/HUBS SUPPLIES			
					157.20	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267124	100623AL-A	10/06/2023		USBOCT23	54.59
	Invoice: 100623AL-A						EX/AMAZON/HUBS SUPPLIES			
					54.59	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267125	100623AL-B	10/06/2023		USBOCT23	2,037.41
	Invoice: 100623AL-B						EX/AMAZON/HUBS SUPPLIES			
					2,037.41	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267126	100623AL-C	10/06/2023		USBOCT23	163.92
	Invoice: 100623AL-C						EX/AMAZON/HUBS SUPPLIES			
					163.92	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267127	100623AL-D	10/06/2023		USBOCT23	262.04
	Invoice: 100623AL-D						EX/COSTCO/HUBS SUPPLIES			
					262.04	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267115	100323AL	10/03/2023		USBOCT23	214.44
	Invoice: 100323AL						EX/AMAZON/HUBS SUPPLIES			
					214.44	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267117	100323AL-A	10/03/2023		USBOCT23	92.15
	Invoice: 100323AL-A						EX/AMAZON/HUBS SUPPLIES			
					92.15	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267131	101023AL	10/10/2023		USBOCT23	22.68
	Invoice: 101023AL						EX/AMAZON/HUBS SUPPLIES			
					22.68	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267132	101023AL-A	10/10/2023		USBOCT23	32.74
	Invoice: 101023AL-A						EX/COSTCO/HUBS SUPPLIES			
					32.74	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267133	101023AL-B	10/10/2023		USBOCT23	140.28
	Invoice: 101023AL-B						EX/WESTSIDE PIZZA/MYN CAPTAINS MTG SNACKS			
					140.28	31011256 539100	EX-GF-EMERG PREP-NON TR MEALS			
					267134	101223AL	10/12/2023		USBOCT23	61.75
	Invoice: 101223AL						EX/DOLLAR TREE/PREPAREDNESS SUPPLIES OUTREACH			
					61.75	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
					267122	100523AL-A	10/05/2023		USBOCT23	131.02
	Invoice: 100523AL-A						EX/COSTCO/HUBS SUPPLIES			
					131.02	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267123	100623AL	10/06/2023		USBOCT23	109.18
	Invoice: 100623AL						EX/COSTCO/HUBS SUPPLIES			
					109.18	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267137	101423AL-A	10/14/2023		USBOCT23	587.77
	Invoice: 101423AL-A						EX/LL BEAN/CLOTHING OUTREACH EM CLIMATE MITIGATION			
					587.77	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
					267138	101623AL-A	10/16/2023		USBOCT23	621.78
	Invoice: 101623AL-A						EX/SWEET DAHLIA/EOC EXERCISE LUNCH			
					621.78	31011256 539100	EX-GF-EMERG PREP-NON TR MEALS			
					267139	101723AL	10/17/2023		USBOCT23	599.51
	Invoice: 101723AL						EX/AMAZON/HUBS SUPPLIES			
					599.51	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267140	101723AL-A	10/17/2023		USBOCT23	59.16
	Invoice: 101723AL-A						EX/AMAZON/HUBS SUPPLIES			
					59.16	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267129	100723AL	10/07/2023		USBOCT23	578.04
	Invoice: 100723AL						EX/ANYPROMO/BAINBRIDGE PREPARED PENS			
					578.04	31011256 542450	EX-GF-EMERG PREP-COMM OUTREACH			
					267130	100723AL-A	10/07/2023		USBOCT23	184.23
	Invoice: 100723AL-A						EX/AMAZON/HUBS SUPPLIES			
					184.23	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267143	102423AL	10/24/2023		USBOCT23	959.15
	Invoice: 102423AL						EX/WEST MARINE/HUBS SUPPLIES			
					959.15	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267144	102223AL	10/22/2023		USBOCT23	24.83
	Invoice: 102223AL						EX/STARLINK/MONTHLY SUBSCRIPTION FEE			
					24.83	31011256 542100	EX-GF-EMERG PREP-PHONE			
					267145	102223AL-A	10/22/2023		USBOCT23	24.83
	Invoice: 102223AL-A						EX/STARLINK/MONTHLY SUBSCRIPTION FEE			
					24.83	31011256 542100	EX-GF-EMERG PREP-PHONE			
					267135	101423AL	10/14/2023		USBOCT23	67.74
	Invoice: 101423AL						EX/AMAZON/HUBS SUPPLIES			
					67.74	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267136	101623AL	10/16/2023		USBOCT23	78.36
	Invoice: 101623AL						EX/AMAZON/HUBS SUPPLIES			
					78.36	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267141	101823AL	10/18/2023		USBOCT23	251.15
	Invoice: 101823AL						EX/AMAZON/HUBS SUPPLIES			
					251.15	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

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							INVOICE DTL DESC			
					267142	102023AL	10/20/2023		USBOCT23	21.82
Invoice: 102023AL							EX/AMAZON/HUBS SUPPLIES			
					21.82	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					267222	102023BB	10/20/2023		USBOCT23	130.99
Invoice: 102023BB							POL/OLIGHT/TACTICAL FLASHLIGHT CPL LEWIS			
					130.99	53011212 531100	PD-C/E-PATROL SUPPLIES			
					267211	101823ZB	10/18/2023		USBOCT23	22.20
Invoice: 101823ZB							POL/CHIPOTLE/MEAL			
					22.20	53011212 443410	POLICE - C/E PATROL TRAINING			
					267212	101923ZB	10/19/2023		USBOCT23	19.18
Invoice: 101923ZB							POL/CHIPOTLE/MEAL			
					19.18	53011212 443410	POLICE - C/E PATROL TRAINING			
					267225	101323JC	10/13/2023		USBOCT23	8.56
Invoice: 101323JC							POL/USPS/CERTIFIED MAIL			
					8.56	91011215 542500	GG-C/E-PD-POSTAGE			
					267226	102323JC	10/23/2023		USBOCT23	24.37
Invoice: 102323JC							POL/SAFEWAY/BEVERAGES, ICE 10/23/23 ALL-HANDS			
					24.37	53011212 443455	NON TRAVEL TRAINING-FOOD/BEV			
					267227	100223KE	10/02/2023		USBOCT23	35.00
Invoice: 100223KE							POL/SEMIAHMOO/MEAL			
					35.00	51011120 443410	PD-CLERKS-TRAINING			
					267228	100323KE	10/03/2023		USBOCT23	19.26
Invoice: 100323KE							POL/PASO DEL NORTE/MEAL			
					19.26	51011120 443410	PD-CLERKS-TRAINING			
					267217	100523BB	10/05/2023		USBOCT23	710.43
Invoice: 100523BB							POL/SEMIAHMOO/LEIRDA CONFERENCE LODGING KE			
					710.43	51011120 443410	PD-CLERKS-TRAINING			
					267218	100523BB-A	10/05/2023		USBOCT23	710.43
Invoice: 100523BB-A							POL/SEMIAHMOO/LEIRDA CONFERENCE LODGING LH			
					710.43	51011120 443410	PD-CLERKS-TRAINING			
					267231	092923LH	09/29/2023		USBOCT23	380.95
Invoice: 092923LH							POL/CREATIVE SERVICES/JUNIOR OFFICER STICKERS			
					380.95	51011211 53110000589	PD-COMM OUTREACH-SUPPLIES			
					267233	100223LH	10/02/2023		USBOCT23	35.38
Invoice: 100223LH							POL/SEMIAHMOO/MEAL			
					35.38	51011120 443410	PD-CLERKS-TRAINING			
					267234	100323LH	10/03/2023		USBOCT23	17.97
Invoice: 100323LH							POL/PASO DEL NORTE/MEAL			
					17.97	51011120 443410	PD-CLERKS-TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267235	100423LH	10/04/2023		USBOCT23	23.04
Invoice: 100423LH							POL/GATEWAY TAPHOUSE & GRILL/MEAL			
					23.04	51011120 443410	PD-CLERKS-TRAINING			
					267223	102523BB	10/25/2023		USBOCT23	18.54
Invoice: 102523BB							POL/AMAZON/HOSE CLAMP PARKING ENFORCEMENT			
					18.54	51011217 531100	PD-C/E-PARKING ENF-SUPPLIES			
					267224	102423BB	10/24/2023		USBOCT23	328.54
Invoice: 102423BB							POL/JERSEY MIKE'S/SANDWICHES 10/23/23 ALL-HANDS			
					328.54	53011212 443455	NON TRAVEL TRAINING-FOOD/BEV			
					267238	100223EH	10/02/2023		USBOCT23	14.86
Invoice: 100223EH							POL/ALCAPULCO FRESH/MEAL			
					14.86	52011212 443410	POLICE - C/E INVEST TRAINING			
					267239	100323EH	10/03/2023		USBOCT23	14.69
Invoice: 100323EH							POL/CHANDYS/MEAL			
					14.69	52011212 443410	POLICE - C/E INVEST TRAINING			
					267240	100423EH	10/04/2023		USBOCT23	16.70
Invoice: 100423EH							POL/CHANDYS/MEAL			
					16.70	52011212 443410	POLICE - C/E INVEST TRAINING			
					267241	100523EH	10/05/2023		USBOCT23	13.89
Invoice: 100523EH							POL/CHANDYS/MEAL			
					13.89	52011212 443410	POLICE - C/E INVEST TRAINING			
					267229	100423KE	10/04/2023		USBOCT23	25.12
Invoice: 100423KE							POL/GATEWAY TAPHOUSE & GRILL/MEAL			
					25.12	51011120 443410	PD-CLERKS-TRAINING			
					267230	100523KE	10/05/2023		USBOCT23	17.90
Invoice: 100523KE							POL/WSDOT/FERRY PASSAGE			
					17.90	51011120 443410	PD-CLERKS-TRAINING			
					267244	100223JL	10/02/2023		USBOCT23	11.73
Invoice: 100223JL							POL/ALCAPULCO FRESH/MEAL			
					11.73	52011212 443410	POLICE - C/E INVEST TRAINING			
					267245	100323JL	10/03/2023		USBOCT23	10.87
Invoice: 100323JL							POL/CHANDYS/MEAL			
					10.87	52011212 443410	POLICE - C/E INVEST TRAINING			
					267246	100423JL	10/04/2023		USBOCT23	12.10
Invoice: 100423JL							POL/CHANDYS/MEAL			
					12.10	52011212 443410	POLICE - C/E INVEST TRAINING			
					267247	101823JL	10/18/2023		USBOCT23	39.88
Invoice: 101823JL							POL/SHELL/FUEL (BACKGROUND IN ORTING WA)			
					39.88	52011212 543100	PD-INV-TRAVEL/MEALS/LODGING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

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									INVOICE DTL DESC	
					267236	100523LH	10/05/2023		USBOCT23	17.90
Invoice: 100523LH							POL/WSDOT/FERRY PASSAGE			
					17.90	51011120 443410	PD-CLERKS-TRAINING			
					267237	102423LH	10/24/2023		USBOCT23	37.13
Invoice: 102423LH							POL/FRED PRYOR/EXCEL REFERENCE E-BOOK			
					37.13	51011120 443410	PD-CLERKS-TRAINING			
					267271	101623SW	10/16/2023		USBOCT23	24.22
Invoice: 101623SW							POL/SQUARE UP N.E. CAB/TAXI			
					24.22	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267272	101623SW-A	10/16/2023		USBOCT23	55.20
Invoice: 101623SW-A							POL/SQUARE UP EAST SIDE CAB/TAXI			
					55.20	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267273	101623SW-B	10/16/2023		USBOCT23	9.85
Invoice: 101623SW-B							POL/WS DOT FERRIES/WALK-ON PASSAGE			
					9.85	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267274	101423SW-B	10/14/2023		USBOCT23	1,548.99
Invoice: 101423SW-B							POL/MARRIOTT HOTEL/LODGING X4			
					1,548.99	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267242	100823CK	10/08/2023		USBOCT23	30.00
Invoice: 100823CK							POL/CROA/ANNUAL MEMBERSHIP - KAZER			
					30.00	53011212 549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR			
					267243	100823CK-A	10/08/2023		USBOCT23	30.00
Invoice: 100823CK-A							POL/CROA/ANNUAL MEMBERSHIP - LYNCH			
					30.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
					267221	101223BB	10/12/2023		USBOCT23	27.08
Invoice: 101223BB							POL/HOME DEPOT/BOXES X10			
					27.08	51011211 531100	PD-C/E-ADM-SUPPLIES			
					267220	100623BB	10/06/2023		USBOCT23	731.20
Invoice: 100623BB							POL/HOLIDAY INN/C/DT TRAINING LODGING QUINN			
					731.20	53011212 443410	POLICE - C/E PATROL TRAINING			
					267219	100723BB	10/07/2023		USBOCT23	40.00
Invoice: 100723BB							POL/GOOD2GO/TACOMA NARROWS BRIDGE TOLLS			
					40.00	53011212 443410	POLICE - C/E PATROL TRAINING			
					267206	092923ZB	09/29/2023		USBOCT23	30.00
Invoice: 092923ZB							POL/SALTY DOG WASH/K9 NAIL TRIM, BATH			
					30.00	53011212 54110000962	TRACKING CANINE-PROF SVCS			
					267205	092723JB	09/27/2023		USBOCT23	754.12
Invoice: 092723JB							POL/SHILSHOLE BAY FUEL DOCK/FUEL			
					754.12	54025212 443410	MARINE - TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

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							INVOICE DTL DESC			
					267216	100223BB-A	10/02/2023		USBOCT23	9.99
Invoice: 100223BB-A							POL/KITSAP SUN/DIGITAL SUBSCRIPTION			
					9.99	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
					267215	100223BB	10/02/2023		USBOCT23	423.00
Invoice: 100223BB							POL/RELIABLE STORAGE/STORAGE UNIT RENT			
					423.00	53011212 545000	POLICE - C/E PATROL RENTS			
					267214	092723BB	09/27/2023		USBOCT23	69.86
Invoice: 092723BB							POL/AMAZON/VINYL LETTER STICKERS			
					69.86	51011191 531100	PD-C/E-PROP RM-SUPPLIES			
					267213	102123ZB	10/21/2023		USBOCT23	49.13
Invoice: 102123ZB							POL/CHEWY/K9 FOOD			
					49.13	53011212 53110000962	TRACKING CANINE-SUPPLIES			
					267210	101723ZB	10/17/2023		USBOCT23	26.16
Invoice: 101723ZB							POL/CHIPOTLE/MEAL			
					26.16	53011212 443410	POLICE - C/E PATROL TRAINING			
					267209	101023ZB	10/10/2023		USBOCT23	75.00
Invoice: 101023ZB							POL/SALTY DOG WASH/NAIL TRIM, BATH			
					75.00	53011212 54110000962	TRACKING CANINE-PROF SVCS			
					267208	100723ZB	10/07/2023		USBOCT23	17.24
Invoice: 100723ZB							POL/COSTCO/K9 DOG TOYS			
					17.24	53011212 53110000962	TRACKING CANINE-SUPPLIES			
					267207	100223ZB	10/02/2023		USBOCT23	241.94
Invoice: 100223ZB							POL/SOCIAL MEDIA ACADEMY/SOCIAL MEDIA TRAINING			
					241.94	53011212 443410	POLICE - C/E PATROL TRAINING			
					267204	092623JB	09/26/2023		USBOCT23	30.61
Invoice: 092623JB							POL/JACK'S BBQ/MEAL			
					30.61	54025212 443410	MARINE - TRAINING			
					267278	101923RA	10/19/2023		USBOCT23	30.53
Invoice: 101923RA							PCD/CLICK2MAIL/POSTCARDS PLN52298			
					30.53	63470586 542450	PCD-PLANNING-COMM OUTREACH			
					267279	092523AW	09/25/2023		USBOCT23	44.66
Invoice: 092523AW							EX/SAFEWAY/STAFF WORKSHOP SNACKS			
					44.66	31011721 539100	DEI-NON-TRAVEL FOOD/BEV			
					267280	092723AW	09/27/2023		USBOCT23	4.64
Invoice: 092723AW							EX/BLACKBIRD BAKERY/COFFEE COMMUNITY MEMBER			
					4.64	31011721 539100	DEI-NON-TRAVEL FOOD/BEV			
					267281	093023AW	09/30/2023		USBOCT23	17.47
Invoice: 093023AW							EX/TARGET/LAMP FOR OFFICE			
					17.47	31011131 531100	EX-GF-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

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							INVOICE DTL DESC			
					267269	101423SW	10/14/2023		USBOCT23	26.92
Invoice: 101423SW					POL/SQUARE UP HAYL CAB/TAXI					
					26.92	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267270	101423SW-A	10/14/2023		USBOCT23	29.79
Invoice: 101423SW-A					POL/MARRIOTT HOTEL/MEAL					
					29.79	51011214 443410	PD-C/E-ADMIN-TRAINING			
					267284	100223AW-B	10/02/2023		USBOCT23	5.50
Invoice: 100223AW-B					EX/TACOMA NARROWS BRIDGE/TRAINING TOLLS					
					5.50	31011721 44341001199	DEI-TRAINING			
					267285	100323AW	10/03/2023		USBOCT23	54.04
Invoice: 100323AW					EX/AMAZON/SHELVES FOR OFFICE					
					54.04	31011131 531100	EX-GF-SUPPLIES			
					267286	101223AW	10/12/2023		USBOCT23	11.74
Invoice: 101223AW					EX/COQUETTE/COFFEE COUNCIL MEMBER					
					11.74	31011721 539100	DEI-NON-TRAVEL FOOD/BEV			
					267287	101623AW	10/16/2023		USBOCT23	114.92
Invoice: 101623AW					EX/COQUETTE/LUNCH REAC COUNCIL WORKSHOP					
					114.92	31011572 53910001064	N/A USE 31011721 539100 01064			
					267276	092823RA	09/28/2023		USBOCT23	103.70
Invoice: 092823RA					PCD/CLICK2MAIL/POSTCARDS PLN53032-SPT					
					103.70	63470586 542450	PCD-PLANNING-COMM OUTREACH			
					267277	100523RA	10/05/2023		USBOCT23	26.65
Invoice: 100523RA					PCD/CLICK2MAIL/POSTCARDS PLN5220					
					26.65	63470586 542450	PCD-PLANNING-COMM OUTREACH			
					267290	092823KG	09/28/2023		USBOCT23	46.56
Invoice: 092823KG					ENG/PRECISION LASER/WQFMP RECEIVER POLE MOUNT					
					46.56	72637319 53110000809	WATER QUAL FLOW MONIT-SUPPLIES			
					267291	100623KG	10/06/2023		USBOCT23	20.86
Invoice: 100623KG					AMAZON/COOKING OIL, MEAT CHOPPER					
					20.86	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					267292	100623KG-A	10/06/2023		USBOCT23	78.94
Invoice: 100623KG-A					AMAZON/TABLECLOTHS, WOODEN SPOONS					
					78.94	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					267293	100623KG-B	10/06/2023		USBOCT23	25.91
Invoice: 100623KG-B					AMAZON/GOLD CHILI POT TROPHY					
					25.91	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					267282	100223AW	10/02/2023		USBOCT23	18.08
Invoice: 100223AW					EX/THANKS BROTHER/TRAINING LUNCH					
					18.08	31011721 44341001199	DEI-TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					267283	100223AW-A	10/02/2023		USBOCT23	5.68
Invoice: 100223AW-A					EX/ANTHEM COFFEE/TRAINING COFFEE					
					5.68	31011721 44341001199	DEI-TRAINING			
					267296	100923KG-A	10/09/2023		USBOCT23	155.00
Invoice: 100923KG-A					ENG/PAYPAL ASABE/MEMBERSHIP ERC					
					155.00	72011321 549100	ENG - C/E ADMIN MISCELLEANEOUS			
					267297	100923KG-B	10/09/2023		USBOCT23	152.00
Invoice: 100923KG-B					ENG/SANDBAGGY.COM/WQFMPS SANDBAGS					
					152.00	72637319 53110000809	WATER QUAL FLOW MONIT-SUPPLIES			
					267299	100923KG-C	10/09/2023		USBOCT23	21.82
Invoice: 100923KG-C					CROWN AWARDS/STARBELL RISER TROPHY					
					21.82	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					267300	100923KG-D	10/09/2023		USBOCT23	1.56
Invoice: 100923KG-D					CROWN AWARDS/STARBELL RISER TROPHY					
					1.56	91029179 531100	GG-SELF INS-WELLNESS-SUPPLIES			
					267288	101723AW	10/17/2023		USBOCT23	11.41
Invoice: 101723AW					EX/BLACKBIRD BAKERY/COFFEE REAC COUNCIL WORKSHOP					
					11.41	31011572 53910001064	N/A USE 31011721 539100 01064			
					267289	101723AW-A	10/17/2023		USBOCT23	9.78
Invoice: 101723AW-A					EX/SAFEWAY/SNACKS REACH COUNCIL WORKSHOP					
					9.78	31011572 53910001064	N/A USE 31011721 539100 01064			
					267304	101023KG-B	10/10/2023		USBOCT23	11.05
Invoice: 101023KG-B					ENG/TOWN & COUNTRY/MEETING SUPPLIES					
					11.05	72011321 539100	ENG-C/E-NON TRAVEL FOOD/BEV			
					267305	101023KG-C	10/10/2023		USBOCT23	158.34
Invoice: 101023KG-C					ENG/TOWN & COUNTRY/MEETING SUPPLIES					
					158.34	72011321 539100	ENG-C/E-NON TRAVEL FOOD/BEV			
					267306	101823KG	10/18/2023		USBOCT23	10.00
Invoice: 101823KG					ENG/ISLANDWOOD/TRAINING CB					
					10.00	72011324 443410	ENG - C/E - TRAINING			
					267334	090823JG	09/08/2023		USBOCT23	415.91
Invoice: 090823JG					PW/MY ASSET TAG/ASSET TAGS SMALL EQUIPMENT					
					415.91	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					267294	100723KG	10/07/2023		USBOCT23	14.72
Invoice: 100723KG					ENG/AMAZON/NOTEBOOK					
					14.72	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					267295	100923KG	10/09/2023		USBOCT23	1,400.00
Invoice: 100923KG					ENG/CVENT.COM/AWPA EXECUTIVE FORUM PC					
					1,400.00	72011324 443410	ENG - C/E - TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267337	092623PN	09/26/2023		USBOCT23	67.01
Invoice: 092623PN							CC/CUPS ESPRESSO/CANCELLED ORDER			
					67.01	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267338	092723PN	09/27/2023		USBOCT23	-67.01
Invoice: 092723PN							CC/CUPS ESPRESSO/REFUNDED CANCELLED ORDER			
					-67.01	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267339	092623PN-A	09/26/2023		USBOCT23	16.71
Invoice: 092623PN-A							CC/SAFEWAY/FOOD CITY COUNCIL MTG DINNER			
					16.71	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267340	092723PN-A	09/27/2023		USBOCT23	55.36
Invoice: 092723PN-A							EX/TOWN & COUNTRY/CITY MNGRS LUNCH MEETING			
					55.36	31011131 539100	EX-GF-NON TRAVEL FOOD/SNACK			
					267301	101023KG	10/10/2023		USBOCT23	30.00
Invoice: 101023KG							ENG/CVENT.COM/CAEC PRO VIRTUAL EVENT			
					30.00	72011324 443410	ENG - C/E - TRAINING			
					267302	101023KG-A	10/10/2023		USBOCT23	39.29
Invoice: 101023KG-A							ENG/TOWN & COUNTRY/MEETING SUPPLIES			
					39.29	72011321 539100	ENG-C/E-NON TRAVEL FOOD/BEV			
					267343	101023PN-A	10/10/2023		USBOCT23	8.00
Invoice: 101023PN-A							CC/SAFEWAY/FOOD CITY COUNCIL MTG			
					8.00	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267344	101323PN	10/13/2023		USBOCT23	129.00
Invoice: 101323PN							EXCC/FREEDOC/TRAINING			
					129.00	36011143 443410	CLERK-GF-TRAINING			
					267345	101723PN	10/17/2023		USBOCT23	92.53
Invoice: 101723PN							CC/SWEET DAHLIA/FOOD CITY COUNCIL MTG			
					92.53	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267346	101723PN-A	10/17/2023		USBOCT23	15.53
Invoice: 101723PN-A							CC/SWEET DAHLIA/FOOD CITY COUNCIL MTG			
					15.53	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267335	092623JG	09/26/2023		USBOCT23	35.85
Invoice: 092623JG							PW/NEWARK/POWER RELAYS			
					35.85	73425358 531100	O&M-WWTP-SUPPLIES			
					267336	092723JG	09/27/2023		USBOCT23	75.69
Invoice: 092723JG							PW/RS/AUXILIARY CONTACTS			
					75.69	73425358 531100	O&M-WWTP-SUPPLIES			
					267359	100223MD	10/02/2023		USBOCT23	507.05
Invoice: 100223MD							IT/CDW GOVT/SURFACE DOCKING STATIONS			
					507.05	81011881 535500	IT - C/E COMPUTER PARTS & EQ			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					267360	100223MD-A	10/02/2023		USBOCT23	340.10
Invoice: 100223MD-A							IT/AMAZON/LAPTOP CASES & SLEEVES			
					340.10	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267361	100223MD-B	10/02/2023		USBOCT23	5,569.17
Invoice: 100223MD-B							IT/COSTCO/SURFACE LAPTOPS X3			
					5,569.17	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267362	100223MD-C	10/02/2023		USBOCT23	480.40
Invoice: 100223MD-C							IT/AMAZON/USB HUBS AND CHARGERS			
					480.40	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267341	100923PN	10/09/2023		USBOCT23	223.84
Invoice: 100923PN							PCD/SIMPLIFILE/COOPER LICENSE AGREEMENT			
					223.84	63470588 541100	CUR-DEV PLAN-PROF SVCS			
					267342	101023PN	10/10/2023		USBOCT23	97.77
Invoice: 101023PN							CC/CASA ROJAS/FOOD CITY COUNCIL MTG			
					97.77	11011116 539100	COUNCIL-NON TRAVEL FOOD/SNACK			
					267367	100523MD	10/05/2023		USBOCT23	68.24
Invoice: 100523MD							IT/AMAZON/SANDISK ULTRA USB X10			
					68.24	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267368	100623MD	10/06/2023		USBOCT23	-141.95
Invoice: 100623MD							IT/EVERNOTE/CREDIT EVERNOTE SOFTWARE			
					-141.95	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267369	100923MD	10/09/2023		USBOCT23	1,903.84
Invoice: 100923MD							IT/FIREWALLS.COM/FIREWALL ANNUAL MAINTENANCE			
					1,903.84	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267370	100923MD-A	10/09/2023		USBOCT23	12.00
Invoice: 100923MD-A							IT/WETRANSFER/ENCRYPTION SERVICE POLICE EMAIL			
					12.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267357	092723MD	09/27/2023		USBOCT23	60.05
Invoice: 092723MD							IT/ADOBE/CREATIVE CLOUD SW SUBSCRIPTION			
					60.05	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267358	092923MD	09/29/2023		USBOCT23	68.37
Invoice: 092923MD							IT/AMAZON/8GB MEMORY MODULE			
					68.37	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267373	101623MD	10/16/2023		USBOCT23	-1.91
Invoice: 101623MD							IT/ANKER/CREDIT REFUND			
					-1.91	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267374	101623MD-A	10/16/2023		USBOCT23	21.84
Invoice: 101623MD-A							IT/CHATGPT/AI SOFTWARE			
					21.84	81011881 548500	IT - C/E COMPUTER SUPPORT			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267375	101623MD-B	10/16/2023		USBOCT23	180.17
Invoice: 101623MD-B							IT/AMAZON/ALARM LOCK SYSTEMS PW BATHROOMS			
					180.17	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267376	101823MD	10/18/2023		USBOCT23	293.07
Invoice: 101823MD							IT/ADOBE/ANNUAL ADOBE SW SUBSCRIPTION			
					293.07	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267365	100323MD	10/03/2023		USBOCT23	61.10
Invoice: 100323MD							IT/AMAZON/PLANNING NOTEBOOK			
					61.10	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267366	100423MD	10/04/2023		USBOCT23	2,400.00
Invoice: 100423MD							IT/FIREWALLS.COM/FORTINET FIREWALL SERVICE			
					2,400.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267379	102723MD	10/17/2023		USBOCT23	87.30
Invoice: 102723MD							IT/AMAZON/USB-CV TO LIGHTENING			
					87.30	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267380	102023MD	10/20/2023		USBOCT23	828.60
Invoice: 102023MD							IT/AMAZON/PRO USB-C CHARGERS & HUBS			
					828.60	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267381	102023MD-A	10/20/2023		USBOCT23	179.98
Invoice: 102023MD-A							IT/GODADDY/SSL CERTIFICATE FOR WEBSITE			
					179.98	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267382	102323MD	10/23/2023		USBOCT23	299.88
Invoice: 102323MD							IT/GODADDY/GODADDY TECHNICAL SERVICES			
					299.88	81011881 541100	IT - C/E PROF SERVICES			
					267371	101123MD	10/11/2023		USBOCT23	1,239.35
Invoice: 101123MD							IT/AMAZON/MICE, KEYBOARD, MONITORS			
					1,239.35	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267372	101223MD	10/12/2023		USBOCT23	1,310.40
Invoice: 101223MD							IT/SURVEY MONKEY/ANNUAL SW SUBSCRIPTION			
					1,310.40	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267385	102323MD-C	10/23/2023		USBOCT23	71.20
Invoice: 102323MD-C							IT/AMAZON/IPHONE SCREEN PROTECTORS X10			
					71.20	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267387	102323MD-D	10/23/2023		USBOCT23	8,299.15
Invoice: 102323MD-D							IT/COSTCO/SURFACE LAPTOPS			
					8,299.15	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267388	102323MD-E	10/23/2023		USBOCT23	14.19
Invoice: 102323MD-E							IT/ARLO TECHNOLOGIES/VIDEO STORAGE COURT CAMERAS			
					14.19	81011881 548500	IT - C/E COMPUTER SUPPORT			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267389	100123JR	10/01/2023		USBOCT23	300.00
Invoice: 100123JR							PW/STORAGE98110/STORAGE UNIT RENTAL			
					300.00	73637891 545000	RENTS & LEASES - OPERATING			
					267377	101823MD-A	10/18/2023		USBOCT23	196.44
Invoice: 101823MD-A							IT/AMAZON/HP OFFICEJET PRINTER FOR COURT			
					196.44	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267378	101923MD	10/19/2023		USBOCT23	2,028.93
Invoice: 101923MD							IT/DELL BUSINESS/DESKTOP PCS FOR POLICE			
					2,028.93	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
					267395	092623JR-A	09/26/2023		USBOCT23	226.14
Invoice: 092623JR-A							PW/LEDGESTONE HOTEL/CONFERENCE JA			
					226.14	73111423 443410	TRAINING TRAVEL EXPENSE			
					267396	092623JR-B	09/26/2023		USBOCT23	226.14
Invoice: 092623JR-B							PW/LEDGESTONE HOTEL/CONFERENCE OL			
					226.14	73111423 443410	TRAINING TRAVEL EXPENSE			
					267397	092723JR	09/27/2023		USBOCT23	92.25
Invoice: 092723JR							PW/COSTCO/RALPH, RENEE, ANIV POTLUCK			
					92.25	73637891 539100	O&M-NON TRAVEL FOOD/BEV			
					267399	092823JR	09/28/2023		USBOCT23	408.32
Invoice: 092823JR							PW/COSTCO/WATER FOR CREWS			
					408.32	73637891 531100	OFFICE SUPPLIES			
					267383	102323MD-A	10/23/2023		USBOCT23	887.97
Invoice: 102323MD-A							IT/GODADDY/SSL WILDCARD CERTIFICATE FOR WEBSITE			
					887.97	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267384	102323MD-B	10/23/2023		USBOCT23	211.68
Invoice: 102323MD-B							IT/WIX/DESIGN FOR BAINBRIDGE WEBSITE			
					211.68	81011881 548500	IT - C/E COMPUTER SUPPORT			
					267402	092923JR-A	09/29/2023		USBOCT23	976.58
Invoice: 092923JR-A							PW/ROADTRAFFICSIGNS/STOP FOR PEDESTRIAN			
					976.58	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					267403	100223JR	10/02/2023		USBOCT23	195.00
Invoice: 100223JR							PW/SAVEMOREONFIREALARMS/SMOKE DETECTOR			
					195.00	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					267404	100223JR-A	10/02/2023		USBOCT23	108.09
Invoice: 100223JR-A							PW/AMAZON/WFP TRASH CAN			
					108.09	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					267405	100423JR	10/04/2023		USBOCT23	90.55
Invoice: 100423JR							PW/AMAZON/RODEO PRIZES			
					90.55	73637891 531100	OFFICE SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					267390	092623JR	09/26/2023		USBOCT23	556.89
	Invoice: 092623JR						PW/SUPERBRIGHTLEDS.COM/LIGHTED BOLLARDS BPA			
					556.89	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					267393	092523JR	09/25/2023		USBOCT23	486.00
	Invoice: 092523JR						PW/HOILIDAY INN EXPRESS/TRAINING AE			
					486.00	73637892 443410	O&M-ALLOC-WTR-TRAINING			
					267409	101923JR	10/19/2023		USBOCT23	55.00
	Invoice: 101923JR						PW/WFOA/EXCEL CLASS TO-BEGINNER			
					55.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
					267410	101923JR-A	10/19/2023		USBOCT23	55.00
	Invoice: 101923JR-A						PW/WFOA/EXCELL CLASS TO-INTERMEDIATE			
					55.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
					267412	102023JR	10/20/2023		USBOCT23	234.77
	Invoice: 102023JR						PW/AMAZON/PARABOLIC LOUVERS FOR LIGHTS			
					234.77	73425358 531100	O&M-WWTP-SUPPLIES			
					267413	102023JR-A	10/20/2023		USBOCT23	91.65
	Invoice: 102023JR-A						PW/AMAZON/SAFETY FACE SHIELD			
					91.65	73425358 531100	O&M-WWTP-SUPPLIES			
					267400	092823JR-A	09/28/2023		USBOCT23	995.00
	Invoice: 092823JR-A						PW/BOC CERTIFICATION/CLASS ET			
					995.00	73011189 443410	O&M-C/E-FAC-TRAINING			
					267401	092923JR	09/29/2023		USBOCT23	598.42
	Invoice: 092923JR						PW/HOME DEPOT/STOVE-OVEN FOR O&M			
					598.42	73637891 531100	OFFICE SUPPLIES			
					267416	102123JR	10/21/2023		USBOCT23	16.35
	Invoice: 102123JR						PW/COSTCO/ANTI-FATIGUE MAT TO			
					16.35	73637891 531100	OFFICE SUPPLIES			
					267417	102323JR	10/23/2023		USBOCT23	90.89
	Invoice: 102323JR						PW/AMAZON/TERA PUMP FOR CHLORINE			
					90.89	73411345 531100	OFFICE SUPPLIES			
					267418	102423JR	10/24/2023		USBOCT23	232.90
	Invoice: 102423JR						PW/AMAZON/WATER FILTERS FOR CITY HALL			
					232.90	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					267419	102423JR-A	10/24/2023		USBOCT23	556.89
	Invoice: 102423JR-A						PW/SUPERBRIGHTLEDS.COM/LIGHT BOLLARDS BPA			
					556.89	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					267406	100623JR	10/06/2023		USBOCT23	272.98
	Invoice: 100623JR						PW/AMAZON/DRAWERS FAIRLEIGH-OVERTURF			
					272.98	73637891 531100	OFFICE SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

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							INVOICE DTL DESC			
					267408	101123JR	10/11/2023		USBOCT23	232.90
	Invoice: 101123JR						PW/AMAZON/FILTERS CITY HALL FOUNTAINS			
					232.90	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					267420	102423AC	10/24/2023		USBOCT23	64.00
	Invoice: 102423AC						PW/DEPT OF LICENSING/REGISTRATION CHEVY TAHOE			
					64.00	73501448 66400001108	2021 & 2022 PD VEHICLES			
					267421	092523MH	09/25/2023		USBOCT23	95.59
	Invoice: 092523MH						PW/LOWES/SAW SET, PIPE, DRILL BITS			
					95.59	73425358 531100	O&M-WWTP-SUPPLIES			
					267422	092723MH	09/27/2023		USBOCT23	1,989.72
	Invoice: 092723MH						PW/GARON PRODUCTS/NUTRACID, TIGERPRIME			
					1,989.72	73425358 531100	O&M-WWTP-SUPPLIES			
					267581	100523BH	10/05/2023		USBOCT23	250.00
	Invoice: 100523BH						PCD/ICC SAFE/CERTIFICATE RENEWAL			
					250.00	62471591 549100	BLDG - BLDG DUES/SUBSCRIPTIONS			
					267414	102023JR-B	10/20/2023		USBOCT23	36.01
	Invoice: 102023JR-B						PW/AMAZON/FLOURESCENT LIGHT COVER			
					36.01	73425358 531100	O&M-WWTP-SUPPLIES			
					267415	102023JR-C	10/20/2023		USBOCT23	139.21
	Invoice: 102023JR-C						PW/AMAZON/DISPOSABLE COVERALLS			
					139.21	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK 3044 TOTAL:		90,731.69

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 90,731.69

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	90,731.69

*** GRAND TOTAL *** 90,731.69

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 11 255									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			68,041.48	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				90,731.69
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			3,431.87	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			3,127.96	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			4,174.88	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			3,436.94	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			96.87	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 108-213000					AFFORD HSG - ACCOUNTS PAYABLE			2,455.50	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			5,902.19	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
APP 501-213000					ER&R-ACCOUNTS PAYABLE			64.00	
11/27/2023	USBOCT23	112723			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			90,731.69	90,731.69
APP 631-130000					DUE TO/FROM CLEARING			87,603.73	
11/27/2023	USBOCT23	112723							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				68,041.48
11/27/2023	USBOCT23	112723							
APP 407-130000					DUE TO/FROM CLEARING				3,431.87
11/27/2023	USBOCT23	112723							
APP 402-130000					DUE TO/FROM CLEARING				4,174.88
11/27/2023	USBOCT23	112723							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				3,436.94
11/27/2023	USBOCT23	112723							
APP 401-130000					DUE TO/FROM CLEARING				96.87
11/27/2023	USBOCT23	112723							
APP 108-130000					AFFORD HSG DUE TO/FROM CLEAR'G				2,455.50
11/27/2023	USBOCT23	112723							
APP 301-130000					DUE TO/FROM CLEARING				5,902.19
11/27/2023	USBOCT23	112723							
APP 501-130000					ER&R-DUE TO/FROM CLEARING				64.00
11/27/2023	USBOCT23	112723							
					SYSTEM GENERATED ENTRIES TOTAL			87,603.73	87,603.73
					JOURNAL 2023/11/255 TOTAL			178,335.42	178,335.42

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	11	255	11/27/2023		
001-130000				GENERAL - DUE TO/FROM CLEARING		68,041.48
001-213000				GENERAL - ACCOUNTS PAYABLE	68,041.48	
				FUND TOTAL	68,041.48	68,041.48
101 STREET FUND	2023	11	255	11/27/2023		
101-130000				STREETS - DUE TO/FROM CLEARING		3,436.94
101-213000				STREETS - ACCOUNTS PAYABLE	3,436.94	
				FUND TOTAL	3,436.94	3,436.94
108 AFFORDABLE HOUSING FUND	2023	11	255	11/27/2023		
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		2,455.50
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	2,455.50	
				FUND TOTAL	2,455.50	2,455.50
301 CAPITAL CONSTRUCTION FUND	2023	11	255	11/27/2023		
301-130000				DUE TO/FROM CLEARING		5,902.19
301-213000				ACCOUNTS PAYABLE	5,902.19	
				FUND TOTAL	5,902.19	5,902.19
401 WATER OPERATING FUND	2023	11	255	11/27/2023		
401-130000				DUE TO/FROM CLEARING		96.87
401-213000				ACCOUNTS PAYABLE	96.87	
				FUND TOTAL	96.87	96.87
402 SEWER OPERATING FUND	2023	11	255	11/27/2023		
402-130000				DUE TO/FROM CLEARING		4,174.88
402-213000				ACCOUNTS PAYABLE	4,174.88	
				FUND TOTAL	4,174.88	4,174.88
407 BUILDING & DEVELOPMENT FUND	2023	11	255	11/27/2023		
407-130000				DUE TO/FROM CLEARING		3,431.87
407-213000				ACCOUNTS PAYABLE	3,431.87	
				FUND TOTAL	3,431.87	3,431.87
501 EQUIPMENT RENTAL & REVOLVING	2023	11	255	11/27/2023		
501-130000				ER&R-DUE TO/FROM CLEARING		64.00
501-213000				ER&R-ACCOUNTS PAYABLE	64.00	
				FUND TOTAL	64.00	64.00
631 CLEARING FUND	2023	11	255	11/27/2023		

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	87,603.73	
631-213000				ACCOUNTS PAYABLE	3,127.96	
635-111100				CASH		90,731.69
				FUND TOTAL	90,731.69	90,731.69

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		68,041.48
101	STREET FUND		3,436.94
108	AFFORDABLE HOUSING FUND		2,455.50
301	CAPITAL CONSTRUCTION FUND		5,902.19
401	WATER OPERATING FUND		96.87
402	SEWER OPERATING FUND		4,174.88
407	BUILDING & DEVELOPMENT FUND		3,431.87
501	EQUIPMENT RENTAL & REVOLVING		64.00
631	CLEARING FUND	87,603.73	
	TOTAL	87,603.73	87,603.73

** END OF REPORT - Generated by Jacob Kines **

MANUAL 11/28/23 JK

CITY OF BAINBRIDGE ISLAND

JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
3045	11/25/2023	MANL	103	CITY OF BAINBRIDGE I	267582	13005NOV23	11/25/2023		UBNOV23	1,102.80
Invoice: 13005NOV23					1,102.80	91011768 547500	309 SHANNON DRIVE GG-C/E-PARKS-WTR/SWR			
					267583	13006NOV23	11/25/2023		UBNOV23	598.06
Invoice: 13006NOV23					598.06	91011768 547500	309 SHANNON DRIVE DOCK GG-C/E-PARKS-WTR/SWR			
					267584	10461NOV23	11/25/2023		UBNOV23	870.88
Invoice: 10461NOV23					870.88	91011768 547500	289 SHANNON DRIVE GG-C/E-PARKS-WTR/SWR			
					267585	10463NOV23	11/25/2023		UBNOV23	441.10
Invoice: 10463NOV23					441.10	91011755 547500	370 BRIEN DRIVE GG-C/E-COMMONS-WTR/SWR			
					267586	10464NOV23	11/25/2023		UBNOV23	506.50
Invoice: 10464NOV23					506.50	91011755 547500	402 BRIEN DRIVE GG-C/E-COMMONS-WTR/SWR			
					267587	11573NOV23	11/25/2023		UBNOV23	19.20
Invoice: 11573NOV23					19.20	91011768 547500	5350 CREOSOTE PLACE NE GG-C/E-PARKS-WTR/SWR			
					267588	13331NOV23	11/25/2023		UBNOV23	319.02
Invoice: 13331NOV23					319.02	91415345 547500	GG-ROCKAWAY BEACH-WTR/SWR GG-ROCKAWAY BCH-WTR/SWR			
								CHECK	3045 TOTAL:	3,857.56

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 3,857.56

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	3,857.56

*** GRAND TOTAL *** 3,857.56

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023 11 274									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			3,538.54	
11/28/2023	UBNOV23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				3,857.56
11/28/2023	UBNOV23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			319.02	
11/28/2023	UBNOV23	112823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			3,857.56	3,857.56
APP 631-130000					DUE TO/FROM CLEARING			3,857.56	
11/28/2023	UBNOV23	112823							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				3,538.54
11/28/2023	UBNOV23	112823							
APP 401-130000					DUE TO/FROM CLEARING				319.02
11/28/2023	UBNOV23	112823							
					SYSTEM GENERATED ENTRIES TOTAL			3,857.56	3,857.56
					JOURNAL 2023/11/274 TOTAL			7,715.12	7,715.12

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	11	274	11/28/2023			
001-130000					GENERAL - DUE TO/FROM CLEARING		3,538.54
001-213000					GENERAL - ACCOUNTS PAYABLE	3,538.54	
					FUND TOTAL	3,538.54	3,538.54
401 WATER OPERATING FUND	2023	11	274	11/28/2023			
401-130000					DUE TO/FROM CLEARING		319.02
401-213000					ACCOUNTS PAYABLE	319.02	
					FUND TOTAL	319.02	319.02
631 CLEARING FUND	2023	11	274	11/28/2023			
631-130000					DUE TO/FROM CLEARING	3,857.56	
635-111100					CASH		3,857.56
					FUND TOTAL	3,857.56	3,857.56

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		3,538.54
401	WATER OPERATING FUND		319.02
631	CLEARING FUND	3,857.56	
	TOTAL	3,857.56	3,857.56

** END OF REPORT - Generated by Jacob Kines **

CITY OF BAINBRIDGE ISLAND

JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE		INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC				
3046	11/25/2023	MANL	124	WA ST DEPT OF REVENU	267589	OCT23		11/25/2023		ETOCT23	29,020.56
Invoice: OCT23							OCTOBER 2023 EXCISE TAXES				
					51.71	91411341	553000 FINANCE - WATER EXTRNL TAXES				
					4,954.44	91421351	553000 FINANCE - SEWER - EXTRNL TAXES				
					54.83	91421351	553000 FINANCE - SEWER - EXTRNL TAXES				
					19.10	91411341	553000 FINANCE - WATER EXTRNL TAXES				
					3.47	91411341	553000 FINANCE - WATER EXTRNL TAXES				
					17,170.86	91431383	553000 FINANCE - SSWM - EXTRNL TAXES				
					5,729.51	91411341	553000 FINANCE - WATER EXTRNL TAXES				
					507.89	91421351	553000 FINANCE - SEWER - EXTRNL TAXES				
					3.22	72637319	53110000809 WATER QUAL FLOW MONIT-SUPPLIES				
					13.98	72637319	53110000809 WATER QUAL FLOW MONIT-SUPPLIES				
					20.06	73111264	531100 O&M-STREET-TRAF CONTROL-SUPPLY				
					1.45	31011131	531100 EX-GF-SUPPLIES				
					17.94	73111290	531100 O&M-STREET-MAINT O/H-SUPPLIES				
					33.03	51011211	53110000589 PD-COMM OUTREACH-SUPPLIES				
					222.87	31108517	53110000552 LIVE-A-BOARDS/MOORAGE-SUPPLIES				
					216.20	72011182	53110000724 POL/CRT SUPPLIES				
									CHECK	3046 TOTAL:	29,020.56
							NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		29,020.56

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	29,020.56

*** GRAND TOTAL *** 29,020.56

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023 11 275									
APP 401-213000					ACCOUNTS PAYABLE			5,803.79	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				29,020.56
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			5,517.16	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			17,170.86	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			17.20	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			38.00	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			250.68	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 108-213000					AFFORD HSG - ACCOUNTS PAYABLE			222.87	
11/28/2023	ETOCT23	112823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			29,020.56	29,020.56
APP 631-130000					DUE TO/FROM CLEARING			29,003.36	
11/28/2023	ETOCT23	112823							
APP 401-130000					DUE TO/FROM CLEARING				5,803.79
11/28/2023	ETOCT23	112823							
APP 402-130000					DUE TO/FROM CLEARING				5,517.16
11/28/2023	ETOCT23	112823							
APP 403-130000					DUE TO/FROM CLEARING				17,170.86
11/28/2023	ETOCT23	112823							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				38.00
11/28/2023	ETOCT23	112823							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				250.68
11/28/2023	ETOCT23	112823							
APP 108-130000					AFFORD HSG DUE TO/FROM CLEAR'G				222.87
11/28/2023	ETOCT23	112823							
					SYSTEM GENERATED ENTRIES TOTAL			29,003.36	29,003.36
					JOURNAL 2023/11/275 TOTAL			58,023.92	58,023.92

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	11	275	11/28/2023			
001-130000					GENERAL - DUE TO/FROM CLEARING		250.68
001-213000					GENERAL - ACCOUNTS PAYABLE	250.68	
					FUND TOTAL	250.68	250.68
101 STREET FUND	2023	11	275	11/28/2023			
101-130000					STREETS - DUE TO/FROM CLEARING		38.00
101-213000					STREETS - ACCOUNTS PAYABLE	38.00	
					FUND TOTAL	38.00	38.00
108 AFFORDABLE HOUSING FUND	2023	11	275	11/28/2023			
108-130000					AFFORD HSG DUE TO/FROM CLEAR'G		222.87
108-213000					AFFORD HSG - ACCOUNTS PAYABLE	222.87	
					FUND TOTAL	222.87	222.87
401 WATER OPERATING FUND	2023	11	275	11/28/2023			
401-130000					DUE TO/FROM CLEARING		5,803.79
401-213000					ACCOUNTS PAYABLE	5,803.79	
					FUND TOTAL	5,803.79	5,803.79
402 SEWER OPERATING FUND	2023	11	275	11/28/2023			
402-130000					DUE TO/FROM CLEARING		5,517.16
402-213000					ACCOUNTS PAYABLE	5,517.16	
					FUND TOTAL	5,517.16	5,517.16
403 STORM & SURFACE WATER FUND	2023	11	275	11/28/2023			
403-130000					DUE TO/FROM CLEARING		17,170.86
403-213000					ACCOUNTS PAYABLE	17,170.86	
					FUND TOTAL	17,170.86	17,170.86
631 CLEARING FUND	2023	11	275	11/28/2023			
631-130000					DUE TO/FROM CLEARING	29,003.36	
631-213000					ACCOUNTS PAYABLE	17.20	
635-111100					CASH		29,020.56
					FUND TOTAL	29,020.56	29,020.56

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		250.68
101	STREET FUND		38.00
108	AFFORDABLE HOUSING FUND		222.87
401	WATER OPERATING FUND		5,803.79
402	SEWER OPERATING FUND		5,517.16
403	STORM & SURFACE WATER FUND		17,170.86
631	CLEARING FUND	29,003.36	
	TOTAL	29,003.36	29,003.36

** END OF REPORT - Generated by Jacob Kines **

MANUAL 11/28/23 JK

CITY OF BAINBRIDGE ISLAND

JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
3047	11/25/2023	MANL	8330	US BANK	267590	2409238	12/01/2023		USB12123	642,600.00
	Invoice: 2409238						DEC1 DEBT SVC BAIUTGOREF13 P&I			
					630,000.00	91247189 771000	2013 REFI-PRIN REDEMP			
					12,600.00	91247289 783000	2013 REFI-INTEREST			
					267591	2409975	12/01/2023		USB12123	309,022.00
	Invoice: 2409975						DEC1 DEBT SVC BAILTGOREF21 P&I			
					295,000.00	91422913 771000	2021 REFI-PRIN PYMT			
					14,022.00	91422923 783000	2021 REFI-INTERST PYMT			
					267592	2411794	12/01/2023		USB12123	30,400.00
	Invoice: 2411794						BAILTGOREF19 DEBT SVC INT			
					30,400.00	91249276 783000	2019 REF BONDS-INTEREST			
					267593	2411931	12/01/2023		USB12123	389,925.00
	Invoice: 2411931						BAILTGO19 DEBT SVC P&I			
					270,000.00	91248121 77100000724	PD/COURT BLDG-PRINCIPLE			
					119,925.00	91248221 78300000724	PD/COURT BLDG-INTEREST			
								CHECK	3047 TOTAL:	1,371,947.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 1,371,947.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,371,947.00

*** GRAND TOTAL *** 1,371,947.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 11 276									
APP 201-213000					ACCOUNTS PAYABLE			1,062,925.00	
11/28/2023	USB12123	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				1,371,947.00
11/28/2023	USB12123	112823			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			309,022.00	
11/28/2023	USB12123	112823			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,371,947.00	1,371,947.00
APP 631-130000					DUE TO/FROM CLEARING			1,371,947.00	
11/28/2023	USB12123	112823							
APP 201-130000					DUE TO/FROM CLEARING				1,062,925.00
11/28/2023	USB12123	112823							
APP 402-130000					DUE TO/FROM CLEARING				309,022.00
11/28/2023	USB12123	112823							
					SYSTEM GENERATED ENTRIES TOTAL			1,371,947.00	1,371,947.00
					JOURNAL 2023/11/276 TOTAL			2,743,894.00	2,743,894.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
201 GO BOND FUND	2023	11	276	11/28/2023		
201-130000				DUE TO/FROM CLEARING		1,062,925.00
201-213000				ACCOUNTS PAYABLE	1,062,925.00	
				FUND TOTAL	1,062,925.00	1,062,925.00
402 SEWER OPERATING FUND	2023	11	276	11/28/2023		
402-130000				DUE TO/FROM CLEARING		309,022.00
402-213000				ACCOUNTS PAYABLE	309,022.00	
				FUND TOTAL	309,022.00	309,022.00
631 CLEARING FUND	2023	11	276	11/28/2023		
631-130000				DUE TO/FROM CLEARING	1,371,947.00	
635-111100				CASH		1,371,947.00
				FUND TOTAL	1,371,947.00	1,371,947.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
201	GO BOND FUND		1,062,925.00
402	SEWER OPERATING FUND		309,022.00
631	CLEARING FUND	1,371,947.00	
	TOTAL	1,371,947.00	1,371,947.00

** END OF REPORT - Generated by Jacob Kines **

CITY OF BAINBRIDGE ISLAND

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
3048	12/13/2023	EFT	5	ACE HARDWARE	267671	54837	11/21/2023		12/10/23	-13.09
Invoice: 54837							PW/EXTENSION CORD RETURN			
					-13.09	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					267672	54825	11/20/2023		12/10/23	8.73
Invoice: 54825							PW/SPRYPNT 2X SAT NUTMEG			
					8.73	73111427 531100	OFFICE SUPPLIES			
					267673	54838	11/21/2023		12/10/23	10.91
Invoice: 54838							PW/ACE SLIMPLUG 16/2 6 BLK			
					10.91	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					267674	54840	11/22/2023		12/10/23	70.91
Invoice: 54840							PW/GRD CORD OUTL, CORD POWER, LED A19			
					18.54	73111290 531100	O&M-STREET-MAINT O/H-SUPPLIES			
					52.37	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					267775	54811	11/17/2023		12/10/23	99.28
Invoice: 54811							PW/PRIMER PVC, PVC CEMENT, UTIL BLADE			
					99.28	73411345 531100	OFFICE SUPPLIES			
					267776	54865	11/29/2023		12/10/23	47.98
Invoice: 54865							PW/HASP FXD SAFETY, STPL, WRAP PIPE			
					47.98	73421355 531100	WIN COLL-SUPPLIES			
					267818	54883	12/01/2023		12/10/23	33.42
Invoice: 54883							PW/FASTENERS			
					33.42	73421355 531100	WIN COLL-SUPPLIES			
							CHECK	3048 TOTAL:		258.14
3049	12/13/2023	EFT	8991	ALLIANCE 2020, INC	267777	5848978	11/30/2023		12/10/23	230.42
Invoice: 5848978							HR/BACKGROUND CHECKS			
					230.42	33011161 541100	HR-C/E-PROF SVCS			
							CHECK	3049 TOTAL:		230.42
3050	12/13/2023	EFT	8672	ALLSTREAM	267778	20082553	12/01/2023		12/10/23	3,261.56
Invoice: 20082553							FIN/CITY WIDE PHONE SERVICES			
					3,261.56	71637891 542100	PW - ALLOC COMMUNICATION			
							CHECK	3050 TOTAL:		3,261.56
3051	12/13/2023	EFT	7821	ARAMARK	267676	5120343823	10/26/2023		12/10/23	64.56
Invoice: 5120343823							PW/COVERALL LS COTTON, PANT DICKIES			
					64.56	73638893 589310	LAUNDRY SERVICES			
					267677	5120360234	11/23/2023		12/10/23	63.68
Invoice: 5120360234							PW/COVERALL LS COTTON, PANT DICKIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
					63.68	73638893 589310	LAUNDRY SERVICES			
					267820	5120365265	11/30/2023		12/10/23	63.68
	Invoice: 5120365265						PW/COVERALL LS COTTON, PANT DICKIES			
					63.68	73638893 589310	LAUNDRY SERVICES			
							CHECK	3051 TOTAL:		191.92
3052	12/13/2023	EFT	4365	AUTOMATIC FUNDS TRAN	267836	BAIN2311028	11/30/2023		12/10/23	150.63
	Invoice: BAIN2311028						FIN/B&O NOVEMBER 2023			
					150.00	41011141 541100	FIN-GF-PROF SVCS			
					.63	41011141 542500	FIN-GFE-POSTAGE/SHIPPING			
							CHECK	3052 TOTAL:		150.63
3053	12/13/2023	EFT	55	SOUND PUBLISHING, IN	267641	BIR987215	11/17/2023		12/10/23	129.34
	Invoice: BIR987215						PCD/LEGAL NOTICING PLN52309 HEX			
					129.34	63470586 544000	CUR-DEV-ZONING-ADV			
							CHECK	3053 TOTAL:		129.34
3054	12/13/2023	EFT	10423	BLUEALLY TECHNOLOGY	267779	916494	11/28/2023		12/10/23	7,076.19
	Invoice: 916494						IT/BARRACUDE APPLICANCE EMAIL ARCHIVING			
					7,076.19	81011881 548500	IT - C/E COMPUTER SUPPORT			
							CHECK	3054 TOTAL:		7,076.19
3055	12/13/2023	EFT	8595	BRUCE TITUS FORD, IN	267678	67141563	11/20/2023		12/10/23	2,607.85
	Invoice: 67141563						POL/FORD INTERCEPTOR OIL CHANGE, TRAILER HITCH			
					2,607.85	53011212 548100	POLICE - C/E PATROL MAINTENANC			
							CHECK	3055 TOTAL:		2,607.85
3056	12/13/2023	EFT	9449	CASCADE COLUMBIA DIS	267680	881407	11/09/2023		12/10/23	1,599.65
	Invoice: 881407						PW/SODIUM FLUORIDE 50# BAG X15			
					1,599.65	73411345 531100	OFFICE SUPPLIES			
							CHECK	3056 TOTAL:		1,599.65
3057	12/13/2023	EFT	2495	CH2O INTERNATIONAL	267822	341154	11/29/2023		12/10/23	120.12
	Invoice: 341154						PW/LABOR CHARGE HIDDEN COVE RD			
					120.12	73011897 54810000707	PWY HVAC-REPAIRS			
							CHECK	3057 TOTAL:		120.12

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
3058	12/13/2023	EFT	10367	CLOUDBREAK COLLECTIV	267788	0000620	12/01/2023		12/10/23	675.00
Invoice: 0000620							EX/2024-25 CULTURAL FUNDING FACIL			
					675.00	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
							CHECK	3058 TOTAL:		675.00
3059	12/13/2023	EFT	142	COPIERS NORTHWEST IN	267606	INV2740135	11/22/2023		12/10/23	772.10
Invoice: INV2740135							EX,FIN/COPIER LEASE			
					386.05	31011131 545000	EX-GF-RENTS & LEASES			
					386.05	41011141 545000	FIN-GF-RENTS & LEASES			
							CHECK	3059 TOTAL:		772.10
3060	12/13/2023	EFT	6101	E & S BRYAN INC	267735	3537	11/30/2023		12/10/23	10,150.00
Invoice: 3537							FIN/SQL SERVER REPORTS DEVELOPMENT			
					10,150.00	41011141 541100	FIN-GF-PROF SVCS			
							CHECK	3060 TOTAL:		10,150.00
3061	12/13/2023	EFT	6363	LN CURTIS & SONS	267737	INV768476	11/29/2023		12/10/23	102.55
Invoice: INV768476							POL/UNIFORM SHIRT/JBING			
					102.55	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	3061 TOTAL:		102.55
3062	12/13/2023	EFT	10410	DOBBS HEAVY DUTY HOL	267823	025P168741	11/30/2023		12/10/23	48.68
Invoice: 025P168741							PW/LUBE FILTER, FUEL FILTER			
					48.68	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267824	025P168760	11/30/2023		12/10/23	52.39
Invoice: 025P168760							PW/LUBE FILTER			
					52.39	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
							CHECK	3062 TOTAL:		101.07
3063	12/13/2023	EFT	10190	DTG ENTERPRISES INC	267816	200149700	12/04/2023		12/10/23	120.00
Invoice: 200149700							PW/PORTABLE RESTROOMS HIDDEN COVE RD			
					120.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
					267817	200149717	12/04/2023		12/10/23	120.00
Invoice: 200149717							PW/PORTABLE RESTROOMS NE VINCENT RD			
					120.00	73435838 545000	O&M-DECANT-RENTS			
							CHECK	3063 TOTAL:		240.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
3064	12/13/2023	EFT	7144	DTMICRO, INC	267609	7108	11/15/2023		12/10/23	136.50
Invoice: 7108							POLICE INTERNET CONNECTION TO KITSAP COUNTY			
					136.50	91011215 542100	GG-C/E-PD-PHONE			
							CHECK	3064	TOTAL:	136.50
3065	12/13/2023	EFT	2342	ENVIRONMENTAL SCIENC	267610	189916	10/29/2023		12/10/23	1,024.85
Invoice: 189916							PCD/SEA LEVEL RISE FLOODING VULNER			
					1,024.85	64011586 54110101237	ST DOE-SEA LEVEL RISE-PROF SVC			
							CHECK	3065	TOTAL:	1,024.85
3066	12/13/2023	EFT	1953	FERGUSON ENTERPRISES	267825	SC1251	11/30/2023		12/10/23	145.18
Invoice: SC1251							PW/SERVICE CHARGE FOR NOVEMBER 2023			
					145.18	73411345 548100	REPAIRS & MAINTENANCE			
							CHECK	3066	TOTAL:	145.18
3067	12/13/2023	EFT	5463	GOBLE SAMPSON ASSOCI	267837	BINV0010888	11/08/2023	20230033	12/10/23	11,131.45
Invoice: BINV0010888							PW/CHEMICAL FEED PUMP REPLACEMENT			
					11,131.45	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	3067	TOTAL:	11,131.45
3068	12/13/2023	EFT	513	GRAINGER	267686	9903279702	11/13/2023		12/10/23	270.13
Invoice: 9903279702							PW/HP 1/3 SUMP PUMP NO SWITCH			
					270.13	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	3068	TOTAL:	270.13
3069	12/13/2023	EFT	268	HOUSING RESOURCES BO	267780	13743	12/01/2023		12/10/23	700.00
Invoice: 13743							EX/SITE ASSESSMENT 301 MADRONA WAY NE			
					700.00	31180592 54130400297	IMHP SPACE RENT DEFAULT			
							CHECK	3069	TOTAL:	700.00
3070	12/13/2023	EFT	9883	INVOICE CLOUD INC	267838	2698-2023_11	11/30/2023		12/10/23	1,958.11
Invoice: 2698-2023_11							FIN/INVOICE CLOUD SERVICES NOV 2023			
					979.05	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					979.06	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	3070	TOTAL:	1,958.11

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
3071	12/13/2023	EFT	8646	ISLAND HANDS	267839	3039	12/05/2023		12/10/23	16,811.00
Invoice: 3039							PW/2023-2024 JANITORIAL SERVICES			
					16,306.67	73011183 54110000269	JANITORIAL CONTRACT-PRO SVCS			
					504.33	73425358 54110000269	JANITORIAL CONTRACT-PRO SVCS			
								CHECK	3071 TOTAL:	16,811.00
3072	12/13/2023	EFT	1496	KITSAP COUNTY SEWER	267782	KCSD7-COBI-2023-NOV	12/01/2023		12/10/23	26,242.56
Invoice: KCSD7-COBI-2023-NOV							PW/SEWER UTILITY CHARGE NOV 2023			
					26,242.56	73426356 551000	SIS-SD#7 PROCESSING CHGS			
								CHECK	3072 TOTAL:	26,242.56
3073	12/13/2023	EFT	1971	KELLEY CONNECT	267611	35278298	11/10/2023		12/10/23	316.68
Invoice: 35278298							PCD/COPIER LEASE			
					316.68	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					267612	35278299	11/10/2023		12/10/23	318.86
Invoice: 35278299							ENG/COPIER LEASE			
					318.86	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
					267613	35278300	11/10/2023		12/10/23	361.46
Invoice: 35278300							PCD/COPIER LEASE			
					361.46	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					267614	35278301	11/10/2023		12/10/23	190.01
Invoice: 35278301							CRT/COPIER LEASE			
					190.01	21011125 545000	COURT-RENTS & LEASES			
								CHECK	3073 TOTAL:	1,187.01
3074	12/13/2023	EFT	5717	MAKERS ARCHITECTURE	267783	2257-9	11/20/2023		12/10/23	12,886.25
Invoice: 2257-9							EX/ELEC VEHICLE OPTIONS/FACILITY			
					12,886.25	31011492 54110001195	CAP-TRANSP & FUELS-PROF SVCA			
								CHECK	3074 TOTAL:	12,886.25
3075	12/13/2023	EFT	4111	OLYMPIC SPRINGS INC	267831	362746	11/30/2023		12/10/23	19.55
Invoice: 362746							PW/5 GAL PURIFIED WATER X2			
					19.55	73425358 531100	O&M-WWTP-SUPPLIES			
								CHECK	3075 TOTAL:	19.55
3076	12/13/2023	EFT	448	PARAMETRIX INC	267616	50353	11/17/2023		12/10/23	35,376.86
Invoice: 50353							ENG/DESIGN OF SPRINGBROOK CREEK FI			
					35,376.86	72433438 64110001159	SPRINGBROOK CR FISH-PROF SVCS			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
								CHECK	3076 TOTAL:	35,376.86
3077	12/13/2023	EFT	458	PENINSULA FIRE INC	267695	07252023tml	07/25/2023		12/10/23	1,013.73
	Invoice: 07252023tml						PW/L& I FILING FEE, OFFICE FEE, LABOR			
					1,013.73	73011189 548100	O&M - C/E FACIL REPAIRS			
					267696	69263	07/25/2023		12/10/23	551.41
	Invoice: 69263						PW/BI POLICE DEPARTMENT SERVICE CALL			
					551.41	73011215 548100	O&M-C/E-POLICE FAC-REPAIRS			
					267697	69264	07/21/2023		12/10/23	647.50
	Invoice: 69264						PW/CITY HALL SERVICE CALL			
					647.50	73011183 548100	O&M-C/E-CH FAC-REPAIRS			
					267698	69265	07/21/2023		12/10/23	176.30
	Invoice: 69265						PW/BI COMMONS SENIOR CENTER SVC CALL			
					176.30	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
					267699	69266	07/21/2023		12/10/23	2,069.29
	Invoice: 69266						PW/HIDDEN COVE RD SERVICE CALL			
					2,069.29	73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
								CHECK	3077 TOTAL:	4,458.23
3078	12/13/2023	EFT	5646	PERTEET INC	267751	20220099.0000-12	09/07/2023		12/10/23	102,318.90
	Invoice: 20220099.0000-12						ENG/EH DR / WW + COOPER CREEK - PR			
					95,255.15	72334562 64110000968	C40-EAGLE HARBOR PH1-PROF SVCS			
					7,063.75	72433438 64110001107	C40-EAGLE HRBR FISH PASS-PRFSV			
								CHECK	3078 TOTAL:	102,318.90
3079	12/13/2023	EFT	6333	PETROCARD INC.	267700	0504462-IN	11/16/2023		12/10/23	1,662.48
	Invoice: 0504462-IN						PW/DIESEL FUEL			
					1,662.48	73638893 532000	O&M-FUEL USE-ALLOCATION			
					267702	0504474-IN	11/16/2023		12/10/23	2,088.50
	Invoice: 0504474-IN						PW/DIESEL & REGULAR FUEL			
					337.50	73638893 532000	O&M-FUEL USE-ALLOCATION			
					1,751.00	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
								CHECK	3079 TOTAL:	3,750.98
3080	12/13/2023	EFT	9349	PROPANE NORTHWEST	267703	1511690985	11/20/2023		12/10/23	988.03
	Invoice: 1511690985						PW/PROPANE 584.70 GALLONS			
					988.03	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	3080 TOTAL:		988.03
3081	12/13/2023	EFT	8058	RWC INTERNATIONAL GR	267704	XA103086689:01	11/20/2023		12/10/23	-772.87
	Invoice: XA103086689:01						PW/KIT VG ACTUATOR SERVICE RETURN			
					-772.87	73431835 531100	OFFICE SUPPLIES			
					267705	XA103085640:01	11/13/2023		12/10/23	1,618.86
	Invoice: XA103085640:01						PW/VALVE AIR CONTROL			
					1,618.86	73431835 531100	OFFICE SUPPLIES			
							CHECK	3081 TOTAL:		845.99
3082	12/13/2023	EFT	1670	SEATTLE PUMP & EQUIP	267707	246703-1	11/29/2023		12/10/23	1,010.11
	Invoice: 246703-1						PW/HYDRO EXCAVATING GUN WITH RIPSAW NOZZLE			
					1,010.11	73431835 531100	OFFICE SUPPLIES			
							CHECK	3082 TOTAL:		1,010.11
3083	12/13/2023	EFT	1488	SETON CONSTRUCTION I	267835	PAYREQ1-00663	11/08/2023		12/10/23	224,286.77
	Invoice: PAYREQ1-00663						ENG/YEOMALT DRAINAGE IMPROVEMENTS			
					224,286.77	72433438 66300000663	YEOMALT RECONSTR-CONSTR			
							CHECK	3083 TOTAL:		224,286.77
3084	12/13/2023	EFT	8132	SPECTRA LABORATORIES	267708	23-08758	11/16/2023		12/10/23	366.00
	Invoice: 23-08758						PW/TKN, NITRATE, AMOONIA, CBOD TESTING			
					366.00	73425358 54110000391	LAB & TESTING SVCS-WWTP			
					267709	23-08892	11/20/2023		12/10/23	78.00
	Invoice: 23-08892						PW/TOTAL COLIFORM, E COLI TESTING			
					78.00	73411345 54110000391	LAB SVCS-WATER			
					267710	23-08896	11/20/2023		12/10/23	26.00
	Invoice: 23-08896						PW/TOTAL COLIFORM, E COLI TESTING			
					26.00	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
					267711	23-09119	11/28/2023		12/10/23	52.00
	Invoice: 23-09119						PW/FLUORIDE TESTING			
					52.00	73411345 54110000391	LAB SVCS-WATER			
					267712	23-09121	11/28/2023		12/10/23	104.00
	Invoice: 23-09121						PW/TOTAL COLIFORM, E COLI TESTING			
					104.00	73411345 54110000391	LAB SVCS-WATER			
					267713	23-09181	11/29/2023		12/10/23	78.00
	Invoice: 23-09181						PW/FLUORIDE, MANGANESE, IRON TESTING			
					78.00	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
									CHECK 3084 TOTAL:	704.00
3085	12/13/2023	EFT	8199	SYSTEMS FOR PUBLIC S	267845	44778	11/29/2023		12/10/23	5,211.26
Invoice: 44778							PW/2023 VOLKSWAGEN INSTALL FLUSH MOUNT LEDS			
					5,211.26	73501448 66400001263	PCD 2 NEW ELECTRIC VEH-EQUIP			
					267846	44495	11/29/2023		12/10/23	5,211.26
Invoice: 44495							PW/2023 VOLKSWAGEN INSTGALL FLUSH MOUNT LEDS			
					5,211.26	73501448 66400001263	PCD 2 NEW ELECTRIC VEH-EQUIP			
									CHECK 3085 TOTAL:	10,422.52
3086	12/13/2023	EFT	562	T M G SERVICES INC	267716	0050903-IN	11/21/2023		12/10/23	448.20
Invoice: 0050903-IN							PW/UNION NUT 3/4", PVDF INSERT MNPT			
					448.20	73411345 548100	REPAIRS & MAINTENANCE			
					267832	0050819-IN	10/30/2023	20230038	12/10/23	6,138.26
Invoice: 0050819-IN							PW/HOB PUMP AND MOTOR PURCHASE			
					6,138.26	73411345 53110001296	HOB EQUIP PURCHASE-SUPPLIES			
									CHECK 3086 TOTAL:	6,586.46
3087	12/13/2023	EFT	565	TACOMA SCREW PRODUCT	266663	140092637-00	10/02/2023		12/10/23	-507.79
Invoice: 140092637-00							PW/PARKER PUSHLOCK MULIT PURPOSE RETURN			
					-507.79	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267714	140094155-00	10/25/2023		12/10/23	541.05
Invoice: 140094155-00							PW/HYDRAULIC HOSE, BRAKE CLEANER			
					541.05	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
									CHECK 3087 TOTAL:	33.26
3088	12/13/2023	EFT	10124	THUILLIER, JENNIFER	267786	202379	11/30/2023		12/10/23	475.00
Invoice: 202379							EX/GRAPHIC DESIGN SERVICES 2024 WASTE REDUCTION			
					475.00	31011492 54110001194	CAP-WASTE RED-PROF SVCS			
									CHECK 3088 TOTAL:	475.00
3089	12/13/2023	EFT	6714	TOSHIBA FINANCIAL SE	267717	35364492	11/23/2023		12/10/23	224.64
Invoice: 35364492							PW/COPIER LEASE			
					224.64	73637891 545000	RENTS & LEASES - OPERATING			
					267744	35364493	11/23/2023		12/10/23	234.85
Invoice: 35364493							POL/COPIER LEASE			
					234.85	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
								CHECK	3089 TOTAL:	459.49
3090	12/13/2023	EFT	10345	TRANSCAT INC	267789	2124888	11/29/2023	20230026	12/10/23	813.40
Invoice: 2124888							ENG/3-PHASE ENERGY LOGGER			
					813.40	72423434 64500001187	WWTP CAP UPGR-CAP RENT/LEASE			
								CHECK	3090 TOTAL:	813.40
3091	12/13/2023	EFT	7876	TYLER BUSINESS FORMS	267630	88423	11/16/2023		12/10/23	262.13
Invoice: 88423							FIN/1095 SUPPLIES			
					262.13	41011141 531100	FIN-GF-SUPPLIES			
								CHECK	3091 TOTAL:	262.13
3092	12/13/2023	EFT	4929	TYLER TECHNOLOGIES I	267623	045-443049	10/30/2023		12/10/23	6,311.00
Invoice: 045-443049							IT/PROFESSIONAL SERVICES MUNIS SAAS UPGRADE			
					6,311.00	81011881 541100	IT - C/E PROF SERVICES			
								CHECK	3092 TOTAL:	6,311.00
3093	12/13/2023	EFT	1152	HD SUPPLY INC	267718	INV00206614	11/28/2023		12/10/23	210.82
Invoice: INV00206614							PW/DIAMOND GRIP LATEX GLOVES X10			
					210.82	73421355 531100	WIN COLL-SUPPLIES			
								CHECK	3093 TOTAL:	210.82
3094	12/13/2023	EFT	499	WESTBAY AUTO PARTS I	267719	829819	11/27/2023		12/10/23	27.16
Invoice: 829819							PW/NAPAGOLD OIL FILTER X5			
					27.16	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267721	829827	11/27/2023		12/10/23	46.77
Invoice: 829827							PW/CABIN AIR FILTER, OIL FILTER			
					46.77	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267722	829977	11/28/2023		12/10/23	126.18
Invoice: 829977							PW/BLUE DEF 2.5 GAL X6			
					126.18	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267723	829981	11/28/2023		12/10/23	130.50
Invoice: 829981							PW/MULTIVEHICLEATF, SOLVENT X12			
					130.50	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267724	828233	11/16/2023		12/10/23	38.43
Invoice: 828233							PW/NAPAGOLD AIR FILTER			
					38.43	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267725	829176	11/21/2023		12/10/23	99.77

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
	Invoice: 829176				267726	829273	11/22/2023		12/10/23	36.20
					99.77	73638935	531100	PW/OIL FILTER, FUEL FILTER, AIR FILTER O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 829273				267833	830408	11/30/2023		12/10/23	35.75
					36.20	73638935	531100	PW/HYD HOSE FITTINGS X4 O&M-STD ALLOCATION-SUPPLIES		
	Invoice: 830408									
					35.75	73638935	531100	PW/NAPA GOLD AIR FILTERS X3 O&M-STD ALLOCATION-SUPPLIES		
									CHECK 3094 TOTAL:	540.76

NUMBER OF CHECKS 47 *** CASH ACCOUNT TOTAL *** 500,033.84

	COUNT	AMOUNT
TOTAL EFT'S	47	500,033.84

*** GRAND TOTAL *** 500,033.84

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 12 78									
APP 101-213000					STREETS - ACCOUNTS PAYABLE			25.09	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				500,033.84
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			65,649.61	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			9,747.62	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			40,618.70	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			8,104.19	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			807.48	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			268,703.48	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 108-213000					AFFORD HSG - ACCOUNTS PAYABLE			700.00	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			95,255.15	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
APP 501-213000					ER&R-ACCOUNTS PAYABLE			10,422.52	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			500,033.84	500,033.84
APP 631-130000					DUE TO/FROM CLEARING			491,929.65	
12/13/2023	12/10/23	120623							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				25.09
12/13/2023	12/10/23	120623							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				65,649.61
12/13/2023	12/10/23	120623							
APP 401-130000					DUE TO/FROM CLEARING				9,747.62
12/13/2023	12/10/23	120623							
APP 402-130000					DUE TO/FROM CLEARING				40,618.70
12/13/2023	12/10/23	120623							
APP 407-130000					DUE TO/FROM CLEARING				807.48
12/13/2023	12/10/23	120623							
APP 403-130000					DUE TO/FROM CLEARING				268,703.48
12/13/2023	12/10/23	120623							
APP 108-130000					AFFORD HSG DUE TO/FROM CLEAR'G				700.00
12/13/2023	12/10/23	120623							
APP 301-130000					DUE TO/FROM CLEARING				95,255.15
12/13/2023	12/10/23	120623							
APP 501-130000					ER&R-DUE TO/FROM CLEARING				10,422.52
12/13/2023	12/10/23	120623							

A/P CASH DISBURSEMENTS JOURNAL

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
					SYSTEM GENERATED ENTRIES	TOTAL		491,929.65	491,929.65
					JOURNAL 2023/12/78	TOTAL		991,963.49	991,963.49

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	12	78	12/13/2023		
001-130000				GENERAL - DUE TO/FROM CLEARING		65,649.61
001-213000				GENERAL - ACCOUNTS PAYABLE	65,649.61	
				FUND TOTAL	65,649.61	65,649.61
101 STREET FUND	2023	12	78	12/13/2023		
101-130000				STREETS - DUE TO/FROM CLEARING		25.09
101-213000				STREETS - ACCOUNTS PAYABLE	25.09	
				FUND TOTAL	25.09	25.09
108 AFFORDABLE HOUSING FUND	2023	12	78	12/13/2023		
108-130000				AFFORD HSG DUE TO/FROM CLEAR'G		700.00
108-213000				AFFORD HSG - ACCOUNTS PAYABLE	700.00	
				FUND TOTAL	700.00	700.00
301 CAPITAL CONSTRUCTION FUND	2023	12	78	12/13/2023		
301-130000				DUE TO/FROM CLEARING		95,255.15
301-213000				ACCOUNTS PAYABLE	95,255.15	
				FUND TOTAL	95,255.15	95,255.15
401 WATER OPERATING FUND	2023	12	78	12/13/2023		
401-130000				DUE TO/FROM CLEARING		9,747.62
401-213000				ACCOUNTS PAYABLE	9,747.62	
				FUND TOTAL	9,747.62	9,747.62
402 SEWER OPERATING FUND	2023	12	78	12/13/2023		
402-130000				DUE TO/FROM CLEARING		40,618.70
402-213000				ACCOUNTS PAYABLE	40,618.70	
				FUND TOTAL	40,618.70	40,618.70
403 STORM & SURFACE WATER FUND	2023	12	78	12/13/2023		
403-130000				DUE TO/FROM CLEARING		268,703.48
403-213000				ACCOUNTS PAYABLE	268,703.48	
				FUND TOTAL	268,703.48	268,703.48
407 BUILDING & DEVELOPMENT FUND	2023	12	78	12/13/2023		
407-130000				DUE TO/FROM CLEARING		807.48
407-213000				ACCOUNTS PAYABLE	807.48	
				FUND TOTAL	807.48	807.48
501 EQUIPMENT RENTAL & REVOLVING	2023	12	78	12/13/2023		

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
501-130000					ER&R-DUE TO/FROM CLEARING		10,422.52
501-213000					ER&R-ACCOUNTS PAYABLE	10,422.52	
					FUND TOTAL	10,422.52	10,422.52
631 CLEARING FUND	2023	12	78	12/13/2023			
631-130000					DUE TO/FROM CLEARING	491,929.65	
631-213000					ACCOUNTS PAYABLE	8,104.19	
635-111100					CASH		500,033.84
					FUND TOTAL	500,033.84	500,033.84

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		65,649.61
101	STREET FUND		25.09
108	AFFORDABLE HOUSING FUND		700.00
301	CAPITAL CONSTRUCTION FUND		95,255.15
401	WATER OPERATING FUND		9,747.62
402	SEWER OPERATING FUND		40,618.70
403	STORM & SURFACE WATER FUND		268,703.48
407	BUILDING & DEVELOPMENT FUND		807.48
501	EQUIPMENT RENTAL & REVOLVING		10,422.52
631	CLEARING FUND	491,929.65	
	TOTAL	491,929.65	491,929.65

** END OF REPORT - Generated by Jacob Kines **

VOID 12/5/23 JK

CITY OF BAINBRIDGE ISLAND

JK

12/5/2023

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
360536	08/23/2023	VOID	10356	BEAUFAIT, MARK	265290	110685	08/09/2023			-44.00
Invoice: 110685							UB 10050 774 LOVELL AVENUE NW			
					-44.00 411	122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 360536 TOTAL:		-44.00
								NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	-44.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	44.00

*** GRAND TOTAL *** -44.00

Check was not deposited by the vendor and has been Stale Dated. Check has been returned to City Hall to be voided and reissued.

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 12 27									
APP 401-213000					ACCOUNTS PAYABLE				44.00
12/05/2023	360536	VOID			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH			44.00	
12/05/2023	360536	VOID			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			44.00	44.00
APP 631-130000					DUE TO/FROM CLEARING				44.00
12/05/2023	08/20/23	VOID							
APP 401-130000					DUE TO/FROM CLEARING			44.00	
12/05/2023	08/20/23	VOID							
					SYSTEM GENERATED ENTRIES TOTAL			44.00	44.00
					JOURNAL 2023/12/27		TOTAL	88.00	88.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
401 WATER OPERATING FUND	2023	12	27	12/05/2023		
401-130000				DUE TO/FROM CLEARING	44.00	
401-213000				ACCOUNTS PAYABLE		44.00
				FUND TOTAL	44.00	44.00
631 CLEARING FUND	2023	12	27	12/05/2023		
631-130000				DUE TO/FROM CLEARING		44.00
635-111100				CASH	44.00	
				FUND TOTAL	44.00	44.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
401	WATER OPERATING FUND		44.00
631	CLEARING FUND	44.00	
	TOTAL	44.00	44.00

** END OF REPORT - Generated by Jacob Kines **

CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

Affidavit
Lost, Missing, or Destroyed Check

I, Mark Beaufait being ~~first duly sworn upon oath~~, depose and say that I/we are the proper owner, payee, or legal representative of such owner or payee of The City of Bainbridge Island (COBI) original check number 630356 dated 8/23/2023 made out to MARK in the amount of $_____ and that same ~~has been lost, never received, or destroyed and has not been paid~~.

enclosed something now been voided by B.I. needs reissuance pse.

Signature MRS&A

Printed Name Mark Beaufait 12/1/2023

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public in and for the State of: _____

Residing in the City of: _____

n/a

sorry - had this out - thought I had 180 days and was going to get it in by 12/15 pse reissue same addr

Finance & Administrative Services
280 Madison Avenue North
Bainbridge Island, WA 98110-1812
Phone: (206) 780-8668 Fax: (206) 842-5741
www.bainbridgewa.gov

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

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

UMPQUA BANK
Bainbridge Island, WA

ENDORSEMENT MUST MATCH PAYEE NAME

VOID

Vendor Number	Check Date	Check Number
10356	08/23/2023	00360536

VOID 180 DAYS AFTER CHECK DATE

$44.00

Pay Forty Four Dollars and 00 cents ******

VOID

To The Order Of

BEAUFAIT, MARK
3207 39TH AVE SW
SEATTLE WA 98116-3413

Authorized Signature MP

Authorized Signature MP

"00360536" VOID

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812 Page 1 of 1 **Check Number: 00360536**

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount
08/09/2023	110685	UB 10050 774 LOVELL AVENUE NW	265290	$44.00

VOID VOID VOID

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10356	BEAUFAIT, MARK	00360536	08/23/2023	$44.00

CITY OF BAINBRIDGE ISLAND

JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
360881	11/30/2023	PRTD	6420	AT&T MOBILITY	267594	287287004732X111923	11/11/2023		M113023	3,528.68
Invoice: 287287004732X111923							POL,EOC/WIRELESS CHARGES			
					2,879.76	91011215 542100	GG-C/E-PD-PHONE			
					108.92	31011256 542100	EX-GF-EMERG PREP-PHONE			
					540.00	91011215 548500	GG-C/E-PD-SOFTWARE MAINT			
							CHECK	360881 TOTAL:		3,528.68
360882	11/30/2023	PRTD	551	CENTURYLINK	267595	0399NOV23	11/23/2023		M113023	3,306.70
Invoice: 0399NOV23							CITY WIDE TELEMETRY & FAX SERVICE			
					1,601.30	91425358 542100	GG-WWTP-TELEPHONE/FAX			
					1,036.18	91411891 542100	GG-WTR-FAC-PHONE			
					86.00	91011755 542100	GG-C/E-COMMONS-PHONE			
					175.46	91011189 542100	GG-C/E-CITY HALL-PHONE			
					252.18	91011897 542100	GG-C/E-O&M YARD FAC-PHONE			
					83.65	91011255 542100	GG-C/E-COURT BLDG-PHONE			
					71.93	91011215 542100	GG-C/E-PD-PHONE			
					267596	6124NOV23	11/16/2023		M113023	58.43
Invoice: 6124NOV23							WEAVER PRV WATER TELEM			
					58.43	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	360882 TOTAL:		3,365.13
360883	11/30/2023	PRTD	2467	STAPLES	267624	8072106213	10/28/2023		M113023	108.85
Invoice: 8072106213							ENG/PRINTER PAPER, BINDERS, PENS			
					108.85	72011321 531100	ENG - C/E ADMIN SUPPLIES			
							CHECK	360883 TOTAL:		108.85
360884	11/30/2023	PRTD	938	WA ST DEPT OF HEALTH	267597	54168	11/22/2023		M113023	1,984.00
Invoice: 54168							ENG/REVIEW PROJECT REPORT, CONSTRUCTION DOCUMENT			
					1,984.00	72413434 64110001170	FERNCLIFF WTR EXT-PROF SVCS			
							CHECK	360884 TOTAL:		1,984.00
360885	11/30/2023	PRTD	5271	WASHINGTON WATER SER	267598	4815979187-NOV23	11/20/2023		M113023	160.67
Invoice: 4815979187-NOV23							DECANT FACILITY WATER			
					160.67	91435838 547500	GG-DECANT-WATER/SEWER			
							CHECK	360885 TOTAL:		160.67

NUMBER OF CHECKS	5	*** CASH ACCOUNT TOTAL ***	9,147.33

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	9,147.33

*** GRAND TOTAL *** 9,147.33

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2023 11 303									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			4,306.75	
11/30/2023	M113023	113023			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				9,147.33
11/30/2023	M113023	113023			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			1,601.30	
11/30/2023	M113023	113023			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			3,078.61	
11/30/2023	M113023	113023			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			160.67	
11/30/2023	M113023	113023			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			9,147.33	9,147.33
APP 631-130000					DUE TO/FROM CLEARING			9,147.33	
11/30/2023	M113023	113023							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				4,306.75
11/30/2023	M113023	113023							
APP 402-130000					DUE TO/FROM CLEARING				1,601.30
11/30/2023	M113023	113023							
APP 401-130000					DUE TO/FROM CLEARING				3,078.61
11/30/2023	M113023	113023							
APP 403-130000					DUE TO/FROM CLEARING				160.67
11/30/2023	M113023	113023							
					SYSTEM GENERATED ENTRIES TOTAL			9,147.33	9,147.33
					JOURNAL 2023/11/303 TOTAL			18,294.66	18,294.66

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	11	303	11/30/2023		
001-130000				GENERAL - DUE TO/FROM CLEARING		4,306.75
001-213000				GENERAL - ACCOUNTS PAYABLE	4,306.75	
				FUND TOTAL	4,306.75	4,306.75
401 WATER OPERATING FUND	2023	11	303	11/30/2023		
401-130000				DUE TO/FROM CLEARING		3,078.61
401-213000				ACCOUNTS PAYABLE	3,078.61	
				FUND TOTAL	3,078.61	3,078.61
402 SEWER OPERATING FUND	2023	11	303	11/30/2023		
402-130000				DUE TO/FROM CLEARING		1,601.30
402-213000				ACCOUNTS PAYABLE	1,601.30	
				FUND TOTAL	1,601.30	1,601.30
403 STORM & SURFACE WATER FUND	2023	11	303	11/30/2023		
403-130000				DUE TO/FROM CLEARING		160.67
403-213000				ACCOUNTS PAYABLE	160.67	
				FUND TOTAL	160.67	160.67
631 CLEARING FUND	2023	11	303	11/30/2023		
631-130000				DUE TO/FROM CLEARING	9,147.33	
635-111100				CASH		9,147.33
				FUND TOTAL	9,147.33	9,147.33

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		4,306.75
401	WATER OPERATING FUND		3,078.61
402	SEWER OPERATING FUND		1,601.30
403	STORM & SURFACE WATER FUND		160.67
631	CLEARING FUND	9,147.33	
	TOTAL	9,147.33	9,147.33

** END OF REPORT - Generated by Jacob Kines **

CITY OF BAINBRIDGE ISLAND

JK

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
360886	12/13/2023	PRTD	7588	A WORKSAFE SERVICE I	267599	2023-11688	10/31/2023		12/10/23	145.00
Invoice: 2023-11688							PW/PRE-EMPLOYMENT DRUG TESTS			
					145.00	73637891 541100	PROFESSIONAL SERVICES			
							CHECK	360886 TOTAL:		145.00
360887	12/13/2023	PRTD	4861	AXON ENTERPRISE, INC	267732	INUS204078	11/21/2023		12/10/23	5,372.20
Invoice: INUS204078							POL/TASERS X2			
					5,372.20	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	360887 TOTAL:		5,372.20
360888	12/13/2023	PRTD	47	BAINBRIDGE DISPOSAL	267600	BBD INV8950	11/24/2023		12/10/23	2,751.17
Invoice: BBD INV8950							CITYWIDE DISPOSAL SERVICES			
					462.26	91011215 547900	GG-C/E-PD-GARBAGE			
					1,197.55	91011768 547900	GG-C/E-PARKS-GARBAGE			
					278.58	91425358 547900	GG-WWTP-GARBAGE(NOT BIOSOLIDS)			
					792.62	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
					20.16	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					267601	BBD INV8962	11/24/2023		12/10/23	1,129.38
Invoice: BBD INV8962							CITY HALL DISPOSAL SERVICES OCT23			
					1,129.38	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
					267602	BBD INV9034	11/24/2023		12/10/23	171.81
Invoice: BBD INV9034							SENIOR CENTER-COMMONS DISPOSAL SVCS			
					171.81	91011755 547900	GG-C/E-COMMONS-GARBAGE			
					267603	BBD INV9043	11/24/2023		12/10/23	344.40
Invoice: BBD INV9043							BIG BELLY DISP SERVICES OCT23			
					344.40	91011189 547903	BIG BELLY SOLAR GARBAGE CANS			
					267604	BBD INV9329	11/24/2023		12/10/23	440.81
Invoice: BBD INV9329							PUBLIC WORKS YARD, DECANT FACILITY			
					220.40	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
					220.41	91435838 547900	GG-DECANT-GARBAGE			
					267821	BTS INV1009	11/09/2023		12/10/23	57.00
Invoice: BTS INV1009							ONE OFF CHARGE, COMMONS WASTE			
					57.00	91011755 547900	GG-C/E-COMMONS-GARBAGE			
							CHECK	360888 TOTAL:		4,894.57
360889	12/13/2023	PRTD	10356	BEAUFAIT, MARK	265290	110685	08/09/2023		12/10/23	44.00
Invoice: 110685							UB 10050 774 LOVELL AVENUE NW			
					44.00	411 122100	WATER ACCOUNTS RECEIVABLE			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
									CHECK 360889 TOTAL:	44.00
360890	12/13/2023	PRTD	9414	CADD MICROSYSTEMS	267605	SO30036014	11/06/2023		12/10/23	8,705.00
	Invoice: SO30036014						IT/ANNUAL BLUEBEAM SW RENEWAL			
					8,705.00	81011881 548500	IT - C/E COMPUTER SUPPORT			
									CHECK 360890 TOTAL:	8,705.00
360891	12/13/2023	PRTD	10420	CHINOOK PHARMACY INC	267628	11/01/2023	11/01/2023		12/10/23	28.31
	Invoice: 11/01/2023						POL/PRISONER MEDICAL			
					28.31	51011236 541100	PD-C/E-PRIS DETENTION-PROF SVC			
									CHECK 360891 TOTAL:	28.31
360892	12/13/2023	PRTD	102	CITY OF BAINBRIDGE I	267793	RETREQ1-00998	11/17/2023	20230046	12/10/23	9,876.83
	Invoice: RETREQ1-00998						ENG/RETAINAGE - SHADE COVENANT TREE REMOVAL			
					9,876.83	72011593 54110000998	SHADE COVENANT-PROF SVCS			
									CHECK 360892 TOTAL:	9,876.83
360893	12/13/2023	PRTD	6920	COMCAST	267733	DEC23	11/20/2023		12/10/23	11.37
	Invoice: DEC23						POL/HD CONVERTER BOX			
					11.37	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
									CHECK 360893 TOTAL:	11.37
360894	12/13/2023	PRTD	4950	CORRECT EQUIPMENT IN	267681	50606	11/13/2023		12/10/23	486.57
	Invoice: 50606						PW/4388 POINT WHITE DR PUMP REPAIR			
					486.57	73426355 54810000562	GRINDER PUMP MAINT CONTRACT			
					267682	50625	11/27/2023		12/10/23	409.50
	Invoice: 50625						PW/3230 POINT WHITE DR PUMP REPAIR			
					409.50	73426355 54810000562	GRINDER PUMP MAINT CONTRACT			
					267691	50627	11/27/2023		12/10/23	1,226.32
	Invoice: 50627						PW/5020 ROCKAWAY BEACH RD PUMP REPAIR			
					1,226.32	73426355 54810000562	GRINDER PUMP MAINT CONTRACT			
									CHECK 360894 TOTAL:	2,122.39
360895	12/13/2023	PRTD	10382	CRISIS SYSTEMS MANAG	267734	61630	11/21/2023		12/10/23	595.00
	Invoice: 61630						POL/CRISIS/HOSTAGE L2/AB			
					595.00	53011212 443410	POLICE - C/E PATROL TRAINING			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
									CHECK 360895 TOTAL:	595.00
360896	12/13/2023	PRTD	152	DAILY JOURNAL OF COM	267607	3394229	11/17/2023		12/10/23	7,660.80
	Invoice: 3394229								ENG/WINSLOW WATER TANK PROJECT ADVERTISING	
					7,660.80	72413434 64400000988			NEW WATER TANKS-ADV	
					267608	3394292	11/20/2023		12/10/23	410.40
	Invoice: 3394292								EX/RFQ COMMUNITY HEAT PUMP PILOT PROGRAM AD	
					410.40	31011492 54245001196			CAP-ENERGY & GR BLDG-OUTREACH	
									CHECK 360896 TOTAL:	8,071.20
360897	12/13/2023	PRTD	4174	ENVIRO-CLEAN EQUIPME	267685	23-61712	11/28/2023		12/10/23	631.55
	Invoice: 23-61712								PW/COUPLING ADAPTOR FOR RAVO HIRE HOSE	
					631.55	73637945 531100			O&M ALLOC-SWEEPER-SUPPLIES	
									CHECK 360897 TOTAL:	631.55
360898	12/13/2023	PRTD	7451	GOOD TO GO!	267625	83914121	11/13/2023		12/10/23	3.80
	Invoice: 83914121								ENG/TOLLS STREAMFLOW GRAINT TRAINING	
					3.80	72637319 54310000809			WTR QUAL & FLOW MONIT-TRAVEL	
									CHECK 360898 TOTAL:	3.80
360899	12/13/2023	PRTD	4850	HOME DEPOT CREDIT SE	267690	774917884	11/09/2023		12/10/23	3,070.76
	Invoice: 774917884								PW/2 PLY TISSUE, PAPER TOWELS, URINAL FLOOR MAT	
					3,070.76	73638935 531100			O&M-STD ALLOCATION-SUPPLIES	
									CHECK 360899 TOTAL:	3,070.76
360900	12/13/2023	PRTD	4850	HOME DEPOT CREDIT SE	267687	1616500	11/07/2023		12/10/23	3.63
	Invoice: 1616500								PW/2"X1.5" PVC BUSHING SPGXS	
					3.63	73111256 53110001054			STORM PREP-STRT-SUPPLIES	
					267688	6516413	11/02/2023		12/10/23	53.64
	Invoice: 6516413								PW/PVC CPLG, PVC ADAPTER, PVC PLUG	
					53.64	73111256 53110001054			STORM PREP-STRT-SUPPLIES	
					267689	9511768	11/09/2023		12/10/23	26.13
	Invoice: 9511768								PW/PVC BUSHING SPGXS, PVC COUPLING, PRIMER	
					26.13	73111256 53110001054			STORM PREP-STRT-SUPPLIES	
									CHECK 360900 TOTAL:	83.40

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
360901	12/13/2023	PRTD	863	INTERSTATE BATTERIES	267826	22078325	11/30/2023		12/10/23	164.84
Invoice: 22078325							PW/BATTERY MTP-65HD			
					164.84	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	360901 TOTAL:		164.84
360902	12/13/2023	PRTD	3114	JOHNSON CONTROLS FIR	267827	23831910	11/20/2023		12/10/23	304.08
Invoice: 23831910							PW/ALARM MONITORING			
					304.08	73011183 54110000390	FAC BLDG/FIRE ALARM-CITY HALL			
					267828	23831911	11/20/2023		12/10/23	152.40
Invoice: 23831911							PW/ALARM MONITORING			
					152.40	73011755 54110000390	FAC BLDG/FIRE ALARM-COMMONS			
					267829	23831912	11/20/2023		12/10/23	152.40
Invoice: 23831912							PW/ALARM MONITORING			
					152.40	73011897 54110000390	PWY-ALARM SVCS			
							CHECK	360902 TOTAL:		608.88
360903	12/13/2023	PRTD	338	KITSAP COUNTY SHERIF	267738	23000077	11/08/2023		12/10/23	5,310.54
Invoice: 23000077							POL/PRISONER BOARD/JUL			
					5,310.54	51011236 551000	POLICE - C/E PRISONER DETENT'N			
					267739	23000085	11/21/2023		12/10/23	6,905.96
Invoice: 23000085							POL/PRISONER BOARD/OCT			
					6,905.96	51011236 551000	POLICE - C/E PRISONER DETENT'N			
							CHECK	360903 TOTAL:		12,216.50
360904	12/13/2023	PRTD	694	KITSAP PUD #1	267840	3006436	12/04/2023		12/10/23	3,500.00
Invoice: 3006436							ENG/ISNTALLATION METER TEMPORARY IRRIGATION			
					3,500.00	72011593 54810000998	SHADE COVENANT-TREE REMOVAL			
							CHECK	360904 TOTAL:		3,500.00
360905	12/13/2023	PRTD	304	KITSAP TRACTOR & EQU	267692	P2350001	11/28/2023		12/10/23	-347.23
Invoice: P2350001							PW/RETURN FILTER ASSY SUC W-TOP, ASSY SUCT			
					-347.23	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					267693	P2310201	11/09/2023		12/10/23	107.08
Invoice: P2310201							PW/ASSY MIRROR RE Q9-1			
					107.08	73637959 53110001109	EXCAVATOR ALLOCATION-SUPPLIES			
					267694	P2348701	11/27/2023		12/10/23	1,395.15
Invoice: P2348701							PW/CYLINDER			
					1,395.15	73637959 53110001109	EXCAVATOR ALLOCATION-SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	360905 TOTAL:	1,155.00
360906	12/13/2023	PRTD	10045	LAWRENCE, BARBARA	267841	2023-Q4	11/21/2023		12/10/23	300.00
	Invoice: 2023-Q4						EX/BI READS SPEAKING FEE			
					300.00	31011572 53110001249	BI READS-SUPPLIES			
								CHECK	360906 TOTAL:	300.00
360907	12/13/2023	PRTD	2132	MCKINSTRY CO LLC	267830	10227562	10/23/2023		12/10/23	1,713.35
	Invoice: 10227562						PW/BOILER DIAGNOSE AND REPAIR PWOM			
					1,713.35	73011897 54810000707	PWY HVAC-REPAIRS			
								CHECK	360907 TOTAL:	1,713.35
360908	12/13/2023	PRTD	4749	PARFITT WAY MANAGEME	267740	PLN52549	11/29/2023		12/10/23	750.00
	Invoice: PLN52549						PERMIT PLN52549 REFUND FEE			
					750.00	47047 345890	OTHER PLANNING/DEVELOPM			
								CHECK	360908 TOTAL:	750.00
360909	12/13/2023	PRTD	10257	PARKS, SHAWN	267629	INV-23003	11/27/2023		12/10/23	35,401.00
	Invoice: INV-23003						ENG/POLICE & COURT ARTWORK COMMISS			
					35,401.00	72311942 66200100724	PD/COURT BLDG-PUBLIC ART			
								CHECK	360909 TOTAL:	35,401.00
360910	12/13/2023	PRTD	1205	PUGET SOUND ENERGY	267784	0727OCT23	11/30/2023		12/10/23	10.86
	Invoice: 0727OCT23						194 WINSLOW WAY W			
					10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
								CHECK	360910 TOTAL:	10.86
360911	12/13/2023	PRTD	408	ROLLING BAY COMMERCI	267617	291543	12/01/2023		12/10/23	4,628.89
	Invoice: 291543						CRT/COURT HOUSE RENT DEC 2023			
					4,628.89	21011125 545000	COURT-RENTS & LEASES			
								CHECK	360911 TOTAL:	4,628.89
360912	12/13/2023	PRTD	10346	TREECYCLE LLC	267791	PAYREQ1-00998	11/17/2023		12/10/23	205,833.19
	Invoice: PAYREQ1-00998						ENG/SHADE COVENANT - TREE REMOVAL			
					205,833.19	72011593 54110000998	SHADE COVENANT-PROF SVCS			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
								CHECK	360912 TOTAL:	205,833.19
360913	12/13/2023	PRTD	4689	SITESTAR.NET	267618	09/28/2023	09/28/2023		12/10/23	2.00
	Invoice: 09/28/2023						IT/WAN INTERNET CONNECTION			
					2.00	81011881 542100	IT - C/E COMMUNICATION			
					267619	8025298	11/13/2023		12/10/23	6,165.00
	Invoice: 8025298						IT/WAN INTERNET CONNECTION			
					6,165.00	81011881 542100	IT - C/E COMMUNICATION			
								CHECK	360913 TOTAL:	6,167.00
360914	12/13/2023	PRTD	601	SOUND REPROGRAPHICS	267620	850	11/21/2023		12/10/23	-195.56
	Invoice: 850						ENG/CREDIT MEMO INVOICE 100819			
					-195.56	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					267621	100819	11/16/2023		12/10/23	196.56
	Invoice: 100819						ENG/BUSINESS CARDS LH, JR			
					196.56	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					267622	101062	11/21/2023		12/10/23	196.56
	Invoice: 101062						ENG/BUSINESS CARDS LH, JR			
					196.56	72011321 531100	ENG - C/E ADMIN SUPPLIES			
					267741	100981	11/27/2023		12/10/23	2,655.79
	Invoice: 100981						PCD/NEW LAND USE SIGNS LEGAL NOTICING			
					2,655.79	63470588 549500	CUR-DEV PLAN-COPIES/PRINTING			
					267842	100119	10/03/2023		12/10/23	166.04
	Invoice: 100119						ENG/3 SIGNS PROJECT AWARENESS-COMMUNICATION			
					166.04	72433438 63110000663	YEOMALT RECONSTR-SUPPLIES			
					267843	100310	10/12/2023		12/10/23	110.97
	Invoice: 100310						EX/VINYL STICKERS GARBAGE RECYCLING ORGANIC WASTE			
					110.97	31011492 54245001194	CAP-WASTE RED-OUTREACH			
								CHECK	360914 TOTAL:	3,130.36
360915	12/13/2023	PRTD	2467	STAPLES	267742	8072422664	11/25/2023		12/10/23	59.53
	Invoice: 8072422664						POL/PADS, CLIPS, SOAP			
					28.77	51011211 531100	PD-C/E-ADM-SUPPLIES			
					11.90	52011212 531100	POLICE - C/E INVEST SUPPLIES			
					18.86	53011212 531100	PD-C/E-PATROL SUPPLIES			
								CHECK	360915 TOTAL:	59.53

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
360916	12/13/2023	PRTD	8243	TILZ	267715	102-14652	10/31/2023		12/10/23	18.00
Invoice: 102-14652							PW/YARD WASTE			
					18.00	73011189 547900	O&M-C/E-FAC-GARBAGE			
							CHECK	360916 TOTAL:		18.00
360917	12/13/2023	PRTD	2190	UNITED PARCEL SERVIC	267746	000028Y3Y1453	11/11/2023		12/10/23	10.50
Invoice: 000028Y3Y1453							POL/SHIPPING			
					10.50	91011215 542500	GG-C/E-PD-POSTAGE			
					267747	000028Y3Y1463	11/18/2023		12/10/23	12.43
Invoice: 000028Y3Y1463							POL/SHIPPING			
					12.43	91011215 542500	GG-C/E-PD-POSTAGE			
							CHECK	360917 TOTAL:		22.93
360918	12/13/2023	PRTD	1945	WA ST DEPT LABOR & I	267668	265420	09/16/2023		12/10/23	193.80
Invoice: 265420							ENG/ANNUAL OPERATING CERTIFICATE			
					193.80	72011182 54810000724	POL/CRT ELEVATOR R&M			
					267669	304571	09/16/2023		12/10/23	43.00
Invoice: 304571							ENG/ANNUAL OPERATING CERTIFICATE			
					43.00	72011182 54810000724	POL/CRT ELEVATOR R&M			
					267670	334102	11/30/2023		12/10/23	233.20
Invoice: 334102							ENG/ANNUAL OPERATING CERTIFICATE			
					233.20	72011182 54810000724	POL/CRT ELEVATOR R&M			
							CHECK	360918 TOTAL:		470.00
360919	12/13/2023	PRTD	952	WASHINGTON STATE PAT	267787	I2402974	12/01/2023		12/10/23	119.25
Invoice: I2402974							FIN/BACKGROUND CHECKS			
					119.25	41654861 586100	CPL GUN PERMIT-FBI SHARE OUT			
							CHECK	360919 TOTAL:		119.25
360920	12/13/2023	PRTD	8390	WEST HILLS FORD MAZD	267727	75022554	11/16/2023		12/10/23	218.36
Invoice: 75022554							POL/ROTOR ASY, KIT BRAKE LINING			
					218.36	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	360920 TOTAL:		218.36
360921	12/13/2023	PRTD	10353	WESTERN FIRST AID &	267834	SEA1-001543	12/01/2023		12/10/23	370.35
Invoice: SEA1-001543							PW/FIRST AID SUPPLY RESTOCK			
					370.35	73637891 531100	OFFICE SUPPLIES			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
									INVOICE DTL DESC	
									CHECK 360921 TOTAL:	370.35
360922	12/13/2023	PRTD	679	WASHINGTON ASSOCIATI	267748	8212	12/01/2023		12/10/23	25.00
	Invoice: 8212								POL/ANNUAL DUES/HETZLER	
					25.00	51011120 549100			PD-CLERKS-DUES/MEMBERSHIPS	
					267749	8214	12/01/2023		12/10/23	25.00
	Invoice: 8214								POL/ANNUAL DUES/BURNS	
					25.00	51011211 549100			PD-C/E-ADM-DUES/SUBCR/MEMBRSHP	
									CHECK 360922 TOTAL:	50.00
360923	12/13/2023	PRTD	9907	WINN, SCOTT	267844	11/17/2023	11/17/2023		12/10/23	19,086.75
	Invoice: 11/17/2023								EX/RACE EQUITY TEAM MEETINGS, PRESENTATIONS	
					4,462.50	31011721 541100			DEI-PROF SVCS	
					3,292.80	31011721 44341001199			DEI-TRAINING	
					11,331.45	31011721 44341001064			REAC-TRAINING	
									CHECK 360923 TOTAL:	19,086.75
360924	12/13/2023	PRTD	10422	YEOMALT WATER CO	267750	PLN52543	11/29/2023		12/10/23	8,470.00
	Invoice: PLN52543								PERMIT PLN52543 REFUND FEE	
					8,470.00	47047 345890			OTHER PLANNING/DEVELOPM	
									CHECK 360924 TOTAL:	8,470.00
									NUMBER OF CHECKS 39 *** CASH ACCOUNT TOTAL ***	348,120.42

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	39	348,120.42

*** GRAND TOTAL *** 348,120.42

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2023 12 70								
APP 631-213000					ACCOUNTS PAYABLE		5,376.46	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100					CASH			348,120.42
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000					GENERAL - ACCOUNTS PAYABLE		284,752.14	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000					ACCOUNTS PAYABLE		2,400.97	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 101-213000					STREETS - ACCOUNTS PAYABLE		103.56	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000					ACCOUNTS PAYABLE		386.45	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 401-213000					ACCOUNTS PAYABLE		7,704.80	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000					ACCOUNTS PAYABLE		11,875.79	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 301-213000					ACCOUNTS PAYABLE		35,401.00	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
APP 650-213000					ACCOUNTS PAYABLE		119.25	
12/13/2023	12/10/23	120623			AP CASH DISBURSEMENTS JOURNAL			
					GENERAL LEDGER TOTAL		348,120.42	348,120.42
APP 631-130000					DUE TO/FROM CLEARING		342,743.96	
12/13/2023	12/10/23	120623						
APP 001-130000					GENERAL - DUE TO/FROM CLEARING			284,752.14
12/13/2023	12/10/23	120623						
APP 402-130000					DUE TO/FROM CLEARING			2,400.97
12/13/2023	12/10/23	120623						
APP 101-130000					STREETS - DUE TO/FROM CLEARING			103.56
12/13/2023	12/10/23	120623						
APP 403-130000					DUE TO/FROM CLEARING			386.45
12/13/2023	12/10/23	120623						
APP 401-130000					DUE TO/FROM CLEARING			7,704.80
12/13/2023	12/10/23	120623						
APP 407-130000					DUE TO/FROM CLEARING			11,875.79
12/13/2023	12/10/23	120623						
APP 301-130000					DUE TO/FROM CLEARING			35,401.00
12/13/2023	12/10/23	120623						
APP 650-130000					DUE TO/FROM CLEARING			119.25
12/13/2023	12/10/23	120623						
					SYSTEM GENERATED ENTRIES TOTAL		342,743.96	342,743.96
					JOURNAL 2023/12/70 TOTAL		690,864.38	690,864.38

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2023	12	70	12/13/2023			
001-130000					GENERAL - DUE TO/FROM CLEARING		284,752.14
001-213000					GENERAL - ACCOUNTS PAYABLE	284,752.14	
					FUND TOTAL	284,752.14	284,752.14
101 STREET FUND	2023	12	70	12/13/2023			
101-130000					STREETS - DUE TO/FROM CLEARING		103.56
101-213000					STREETS - ACCOUNTS PAYABLE	103.56	
					FUND TOTAL	103.56	103.56
301 CAPITAL CONSTRUCTION FUND	2023	12	70	12/13/2023			
301-130000					DUE TO/FROM CLEARING		35,401.00
301-213000					ACCOUNTS PAYABLE	35,401.00	
					FUND TOTAL	35,401.00	35,401.00
401 WATER OPERATING FUND	2023	12	70	12/13/2023			
401-130000					DUE TO/FROM CLEARING		7,704.80
401-213000					ACCOUNTS PAYABLE	7,704.80	
					FUND TOTAL	7,704.80	7,704.80
402 SEWER OPERATING FUND	2023	12	70	12/13/2023			
402-130000					DUE TO/FROM CLEARING		2,400.97
402-213000					ACCOUNTS PAYABLE	2,400.97	
					FUND TOTAL	2,400.97	2,400.97
403 STORM & SURFACE WATER FUND	2023	12	70	12/13/2023			
403-130000					DUE TO/FROM CLEARING		386.45
403-213000					ACCOUNTS PAYABLE	386.45	
					FUND TOTAL	386.45	386.45
407 BUILDING & DEVELOPMENT FUND	2023	12	70	12/13/2023			
407-130000					DUE TO/FROM CLEARING		11,875.79
407-213000					ACCOUNTS PAYABLE	11,875.79	
					FUND TOTAL	11,875.79	11,875.79
631 CLEARING FUND	2023	12	70	12/13/2023			
631-130000					DUE TO/FROM CLEARING	342,743.96	
631-213000					ACCOUNTS PAYABLE	5,376.46	
635-111100					CASH		348,120.42
					FUND TOTAL	348,120.42	348,120.42

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
650 AGENCY FUND	2023	12	70	12/13/2023		
650-130000				DUE TO/FROM CLEARING		119.25
650-213000				ACCOUNTS PAYABLE	119.25	
				FUND TOTAL	119.25	119.25

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	GENERAL FUND		284,752.14
101	STREET FUND		103.56
301	CAPITAL CONSTRUCTION FUND		35,401.00
401	WATER OPERATING FUND		7,704.80
402	SEWER OPERATING FUND		2,400.97
403	STORM & SURFACE WATER FUND		386.45
407	BUILDING & DEVELOPMENT FUND		11,875.79
631	CLEARING FUND	342,743.96	
650	AGENCY FUND		119.25
	TOTAL	342,743.96	342,743.96

** END OF REPORT - Generated by Jacob Kines **

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Approve City Council Meeting Minutes

SUMMARY: Council will consider approval of meeting minutes.

AGENDA CATEGORY: Minutes **PROPOSED BY:** Executive

RECOMMENDED MOTION: Approve City Council Meeting Minutes

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

City Council Study Session Minutes, November 21, 2023.pdf

Regular City Council Business Meeting Minutes, November 28, 2023.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, NOVEMBER 21, 2023

Meeting Minutes

1) CALL TO ORDER / ROLL CALL

Deputy Mayor Hytopoulos called the meeting to order at 6:00 p.m. in Council Chambers and on the Zoom webinar.

Mayor Fantroy-Johnson, Deputy Mayor Hytopoulos, and Councilmembers Moriwaki, Quitslund, and Schneider were present. Councilmembers Deets and Pollock were absent and excused.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Councilmember Quitslund seconded to approve the agenda as presented. The motion carried unanimously, 5-0. There were no conflicts of interest disclosed.

3) REGULAR BUSINESS

3.A Discuss Winslow Wastewater Treatment Plant Capacity

Cover Page
Tetra Tech_COBI Council Meeting Slides_WWTP Capacity.pptx

Deputy City Manager Schroer introduced the agenda item. Public Works Director Wierzbicki provided additional information.

Tetra Tech Representatives Eric Dienst, Mark Maxwell, and James Santroch joined the meeting remotely. Project Manager Dienst provided a presentation, and Council discussed the topic.

3.B Discuss Permitting for Special Events - Police

Cover Page
Special Events - Council Slides 11-21-23 Final.pdf

Deputy City Manager Schroer introduced the agenda item. Chief Clark provided a presentation.

Mayor Fantroy-Johnson moved and Councilmember Hytopoulos seconded to allow the Chief and the staff to bring back information on events on private property so we can then move forward to try to regulate or at least reduce any harm to any neighbors. Councilmember Moriwaki moved and Councilmember Schneider seconded to amend the motion to allow the Chief and appropriate staff to work with the Chamber and the parties who would like to look at permitting for commercial filming, television commercials, and the rest. The amendment passed unanimously, 5-0.

AMENDED MOTION: I move that we allow the Chief and the staff to bring back to us information on events on private property so we can then move forward to try to regulate or at least reduce any harm to any neighbors and to allow the Chief and appropriate staff to work with the Chamber and the parties who would like to look at permitting for commercial filming, television commercials, and the rest.
Fantroy-Johnson/Hytopoulos: The motion carried unanimously, 5 – 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider
NOES: None
ABSENT: Joe Deets, Michael Pollock
ABSTAIN: None

4) COMMITTEE REPORTS

Council provided updates on local and regional committee meetings and events.

5) ADJOURNMENT

Deputy Mayor Hytopoulos adjourned the meeting at 7:27 p.m.

_____
Brenda Fantroy-Johnson, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF
BAINBRIDGE ISLAND

REGULAR CITY COUNCIL BUSINESS MEETING
TUESDAY, NOVEMBER 28, 2023

Meeting Minutes

1) CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Fantroy-Johnson called the meeting to order at 6:00 p.m. in Council Chambers and on the Zoom webinar.

Mayor Fantroy-Johnson, Deputy Mayor Hytopoulos, and Councilmembers Deets, Moriwaki, Quitslund, and Schneider were present. Councilmember Pollock was absent.

Mayor Fantroy-Johnson led the Pledge of Allegiance.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Councilmember Deets seconded to approve the agenda as presented. The motion carried unanimously, 6-0. There were no conflicts of interest disclosed.

3) PUBLIC COMMENT

3.A Instructions for Providing Public Comment

Cover Page
Instructions for Providing Public Comment at Hybrid Meetings.docx

Stefan Goldby spoke in favor of increased funding for the Kitsap Economic Development Alliance and commented on other agenda items.

Levi asked for Council to pass a resolution.

Richard commented on the previous comments.

4) CONSENT AGENDA

4.A Agenda Bill for Consent Agenda

Cover Page

Councilmember Quitslund asked to remove agenda item 4.G from the Consent Agenda.

MOTION: I move to approve the Consent Agenda as amended.
Deets/Moriwaki: The motion carried unanimously, 6-0.

4.B Approve Accounts Payable and Payroll
Cover Page
Council Report PR 110523.pdf
Council Report PR 1120-23.pdf
AP Report to Council of Cash Disbursements 11-29-23.pdf

4.C Approve City Council Meeting Minutes
Cover Page
City Council Regular Business Meeting Minutes, November 14, 2023.pdf

4.D Consider Ordinance No. 2023-30 Providing De Minimis Amendments to BIMC Chapter 8.24, Waste Reduction Regulations
Cover Page
Draft Ordinance 2023-30 Disposable Food Service Ware November 2023.docx

4.E Authorize the City Manager to Execute an Updated Interlocal Agreement and Memorandum of Understanding with Kitsap Transit to Utilize Remaining Marketing Funds for BI Rides Marketing Efforts in 2024
Cover Page
MOU Kitsap Transit BI Ride 2024 Extension.docx
ATTACHMENT A MOU Kitsap Transit BI Ride 2024 Extension.docx
ILA Kitsap Transit BI Ride 2024 Extension.docx

4.F Adopt State Legislative Priorities - Executive
Cover Page
2024 Bainbridge Island Legislative Policy Statements.pdf
City of Bainbridge Island 2024 Top Legislative Priorities.pdf
2024 Legislative Agenda Development.pptx

ITEM PULLED FROM THE CONSENT AGENDA

4.G Consider Approval of Cultural Funding Advisory Task Force Recommendations for 2024-2025 Awards Totaling $300,000 - Executive
Cover Page
Cultural Funding Advisory Task Force 2024-25 Recommendation Sheet.xlsx
Cultural Funding PSA Pro Forma 2024-25

Councilmember Quitslund provided additional information on the recommendations.

MOTION: I move to approve the Cultural Funding Advisory Task Force's 2024-2025 cultural funding recommendation in the total amount of $300,000 and authorize the City Manager to execute the associated funding agreements with recipient organizations in substantially the form as provided with this agenda item.
Quitslund/Moriwaki: The motion carried unanimously, 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider
NOES: None
ABSENT: Michael Pollock
ABSTAIN: None

5) COUNCIL ANNOUNCEMENTS

Council provided updates on community meetings and events.

6) CITY MANAGER'S REPORT

There was no report.

7) REGULAR BUSINESS

7.A Receive Washington State Department of Transportation Briefing on State Route 305 / West Port Madison, Agatewood Road, Adas Will Lane Safety Improvements Project - Public Works

Cover Page
SR 305 West Port Madison Adas Will RABs.pptx

Deputy City Manager Schroer introduced the agenda item. Amy Amos from Washington State Department of Transportation provided a presentation, and Council discussed the topic.

7.B Adopt Resolution No. 2023-11 Approving the 2024 Home Compostable Disposable Food Service Ware Product List

Cover Page
Resolution 2023-11 to Approve a Home Compostable Disposable Food Service Ware Product List for 2024.docx
2024 Home Compostable Disposable Food Service Ware Product List Presentation - 11.28.23.pptx

Deputy City Manager Schroer introduced the agenda item. Climate Mitigation Officer Salamack provided a presentation, and Council discussed the topic.

MOTION: I move to adopt Resolution No. 2023-11 to approve a Home Compostable Disposable Food Service Ware Product List for 2024.
Deets/Schneider: The motion carried unanimously, 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider
NOES: None
ABSENT: Michael Pollock
ABSTAIN: None

7.C Consider Funding Request ($20,000 annually) from the Kitsap Economic Development Alliance (KEDA)

Cover Page

Deputy City Manager Schroer introduced the agenda item, and Council discussed the topic.

MOTION: I move to approve increasing the City's contribution to the Kitsap Economic Development Alliance's request to increase the annual contribution by ten thousand dollars ($10,000) to twenty thousand dollars ($20,000) for a one-year period for the One Kitsap economic development initiative.
Deets/Quitslund: The motion carried unanimously, 6 - 0.

AYES: Brenda Fantroy-Johnson, Jon Quitslund, Joe Deets, Kirsten Hytopoulos, Clarence Moriwaki, Leslie Schneider
NOES: None
ABSENT: Michael Pollock
ABSTAIN: None

8) ADJOURNMENT

Mayor Fantroy-Johnson adjourned the meeting at 7:10 p.m.

_____
Brenda Fantroy-Johnson, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Adopt Resolution No. 2023-10 Relating to the 2024 City-Wide Fee schedule - Finance

SUMMARY: This item provides for increases in 2024 fees charged by the City. In most cases, increases are supported by the consumer price index commensurate with Ordinance No. 2022-05. In other cases, such as the water and sewer rates and transportation impact fees, the 2024 increases were already determined by a previous Council ordinance or resolution. In a small number of instances such as copying charges for public records, rates are determined by state or federal law. One exception to the CPI-U index is the Special Event Permit fee which was not included in any previous fee study or evaluation and is well below the cost-of-service. A recent evaluation of other Cities within Kitsap County was completed and the 2024 fee has been increased to reflect the average of the 3 Kitsap County cities.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Adopt Resolution No. 2023-10 relating to the 2024 City-wide fee schedule.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: In March 2022, the City Council adopted Ordinance No. 2022-05 which subjects most fees to an automatic adjustment starting with 2023 and each year thereafter equal to the annual percentage increase in the United States Consumer Price Index, Seattle area ("CPI-U") for June of the preceding year, unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year. There are exceptions to this automatic increase which include certain Water and Sewer fees, Transportation Impact Fees and other miscellaneous fees where costs to provide services are calculated using a unique methodology and "CPI-U" is not appropriate such as when the fee is mandated by state or federal laws or when fee increases have been determined by another previous Council action. Water and Sewer monthly rates, for example, have already been determined for 2024 and 2025 in a separate ordinance passed by the Council earlier this year.

An exception to the CPI-U increase is the Special Events Fee. This is a fee that was not included in any previous fee study and is currently well below the cost-of-service at $27.50. An evaluation of other Kitsap County cities was recently completed. Poulsbo currently charges $75, Bremerton $100 and Port Orchard $50. The 2024 fee schedule has been increased to $75 to reflect the average of the three other cities.

This resolution sets the 2024 fee schedule and will allow Staff to publish the updated schedule to the website for the public's reference.

ATTACHMENTS:

Resolution No. 2023-10 Relating to Revision of Certain City Fees.docx

Resolution No. 2023-10 - Exhibit A - 2024 Fee Schedule.docx

FISCAL DETAILS: The 2024 Fee Schedule establishes the rates and charges the City may charge the public. Revenues generated are recorded in the appropriate fund to which they apply. In most cases, fee increases are supported by the consumer price index commensurate with Ordinance 2022-05. In other cases, such as the water and sewer rates and transportation impact fees, the 2024 increases were already determined by a previous Council ordinance or resolution. In a small number of instances such as copying charges for public records, rates are determined by state or federal law. The 2024 Revised Budget adopted by Council in November of 2023 reflects the assumptions in the revised revenue budget.

Fund Name(s):

Coding:

RESOLUTION NO. 2023-10

A RESOLUTION of the City of Bainbridge Island, Washington, updating certain fees in the City's Fee Schedule.

WHEREAS, RCW 82.02.020 authorizes the collection of reasonable fees to cover the costs to the City for certain activities; and

WHEREAS, the City of Bainbridge Island periodically updates the Fee Schedule to reflect City Council actions and the actual cost to the City of various services in accordance with state law; and

WHEREAS, the City periodically corrects errors in the fee schedule and makes certain changes for clarity; and

WHEREAS, on March 22, 2022, the City Council enacted Ordinance No. 2022-05 relating to the process of updating certain fees and charges, amending and retitling BIMC 15.04.050, expressly authorizing the City Council to update fees and charges by resolution, and providing for an annual adjustment of all City fees based on the U.S. Consumer Price Index ("CPI"); and

WHEREAS, Section 4 of Ordinance No. 2022-05 and as amended via Ordinance No. 2022-15 specifies that all fees or charges levied by the City shall be subject to adjustment each year equal to the annual percentage increase in the United States Consumer Price Index, Seattle area (CIP-U), for June of the preceding year as shown in the release from the Bureau of Labor Statistics; except as specified in BIMC 15.30.140 for transportation impact fees, unless the City Council determines by December 31st of any year that the adjustment shall be another amount or shall not occur for the next year; and

WHEREAS, on May 23, 2023, the City Council enacted Ordinance No. 2023-16 updating certain Water and Sewer Utility fees in the City's Fee Schedule, revising the City's Sewer monthly residential Category 1, Single-Family and Category 2, Multiple-Dwelling billing methodology, and revising Bainbridge Island Municipal Code Section 13.16.040.A including for the years 2024 and 2025; and

WHEREAS, the City desires to update the City's Fee Schedule to reflect the corrections and to clarify certain provisions, and those revisions are being made to the Fee Schedule that was previously revised by Resolution No. 2022-06, Resolution No. 2022-22, Resolution No. 2022-27, Ordinance No, 2022-05, Ordinance No. 2022-15 and Ordinance No. 2023-16.

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

Section 1. The fee changes identified in Exhibit A of this Resolution, attached hereto and incorporated by reference, shall take effect January 1, 2024.

Section 2. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 3. Should any section, paragraph, sentence, clause, or phrase of this resolution conflict with the terms of any prior ordinance or resolution, including terms related to fee or charge adjustments, the terms of this ordinance shall control.

PASSED by the City Council this ____ day of _____, 2023.

APPROVED by the Mayor this ____ day of _____, 2023.

_____
Brenda Fantroy-Johnson, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: December 08, 2023
PASSED BY THE CITY COUNCIL: December ___, 2023
EFFECTIVE DATE: January 1, 2024
RESOLUTION NO. 2023-10

Attached: Exhibit A

CITY OF
BAINBRIDGE ISLAND

2024 FEE SCHEDULE

Effective January 1, 2024

Exhibit A – Resolution No. 2023-10
City of Bainbridge Island Fee Schedule
Table of Contents

1. ANIMAL LICENSES 1

2. BUSINESS LICENSES 3

3. COPY FEES 4

4. DEPOSITS 6

5. PARKING 7

6. PERMITS (Except Building & Planning) 8

7. FACILITIES RENTAL 9

8. FIRE AND FIRE INSPECTION FEES 9

9. BUILDING AND PLANNING FEES 13

10. TAXES 26

11. UTILITY FEES 28

    A. CONNECTION TO CITY UTILITIES 28

    B. UTILITY FEES – MONTHLY RATES 32

    C. STORM AND SURFACE WATER RATES 35

    D. UTILITY FEES – OTHER 35

12. MISCELLANEOUS FEES 37

Exhibit A – Resolution No. 2023-10
City of Bainbridge Island Fee Schedule

1. ANIMAL LICENSES

(Ordinance No. 91-41 and Resolution No. 2023-10)

ANIMAL LICENSE, LIFETIME, SPAYED/NEUTERED — ~~$6.60~~6.90
Good for the life of the pet. The o~~O~~wner must have proof the~~at~~ pet has been spayed or neutered.

*ANIMAL LICENSE, ANNUAL NOT SPAYED/NEUTERED — ~~$27.50~~28.75
The ~~Y~~year runs from July 1 to June 30.

*ANIMAL LICENSE, HALF YEAR, NOT SPAYED/NEUTERED — ~~$13.75~~14.35
Applies if purchased after January 1. Does not apply to renewals and lifetime licenses.

*ANIMAL LICENSE, TAG REPLACEMENT — ~~$1.10~~1.15

*ANIMAL LICENSE, PENALTY — ~~$5.50~~5.75
Applies if a license has not been obtained by July 31.

*Note: Licenses are required for dogs, optional for cats. License tags shall be provided free of charge for certain animals such as guide and service dogs.

BOARDING KENNEL, ANNUAL — ~~$165.00~~172.00
Applies to all kennels, regardless of animal type boarded.
License issued and fee collected by the Kitsap Humane Society.

BOARDING KENNEL, PRORATED — ~~$165.00~~172.00 X Fraction of Yr Left
Applies to new businesses commencing operations after July 31.
License issued and fee collected by the Kitsap Humane Society.

BOARDING KENNEL, PENALTY — ~~$27.50~~28.75
Applies if a license has not been obtained by July 31.
License issued and fee collected by the Kitsap Humane Society.

COMMERCIAL KENNEL, ANNUAL — ~~$275.00~~285.00
Applies to all commercial kennels, no matter the animal breed or species.
License issued and fee collected by the Kitsap Humane Society.

COMMERCIAL KENNEL, PRORATED — ~~$275.00~~285.00 X Fraction of Yr Left
Applies to new businesses commencing operations after July 31.
License issued and fee collected by the Kitsap Humane Society.

COMMERCIAL KENNEL, PENALTY — ~~$27.50~~28.75
Applies if a license has not been obtained by July 31.

License issued and fee collected by the Kitsap Humane Society.

HOBBY KENNEL, LIFETIME ~~$55.00~~57.50
For persons keeping up to 10 altered animals and no unaltered animals.
License issued and fee collected by the Kitsap Humane Society.

HOBBY KENNEL, ANNUAL ~~$110.00~~115.00
Applies to all persons keeping more than 5 unaltered dogs and/or cats over 6 months old.
License issued and fee collected by the Kitsap Humane Society.

HOBBY KENNEL, PRORATED ~~$110.00~~115.00 X Fraction of Yr. Left
Applies to new applicants commencing operations after July 31.
License issued and fee collected by the Kitsap Humane Society.

HOBBY KENNEL, PENALTY ~~$27.50~~28.75
Applies if a license has not been obtained by July 31.
License issued and fee collected by the Kitsap Humane Society.

GROOMING PARLOR, ANNUAL ~~$27.50~~28.75
Applies to all grooming parlors, no matter the animal served.
License issued and fee collected by the Kitsap Humane Society.

GROOMING PARLOR, PRORATED ~~$27.50~~28.75 X Fraction of Yr. Left
Applies to new businesses commencing operations after July 31.
License issued and fee collected by the Kitsap Humane Society.

GROOMING PARLOR, PENALTY ~~$11.00~~11.50
Applies if a license has not been obtained by July 31.
License issued and fee collected by the Kitsap Humane Society.

PET SHOP, ANNUAL ~~$27.50~~28.75
Applies to all pet stores, no matter the type of animal sold.
License issued and fee collected by the Kitsap Humane Society.

PET SHOP, PRORATED ~~$27.50~~28.75 X Fraction of Yr. Left
Applies to new business commencing operations after July 31.
License issued and fee collected by the Kitsap Humane Society.

PET SHOP, PENALTY ~~$11.00~~11.50
Applies if a license has not been obtained by July 31.
License issued and fee collected by the Kitsap Humane Society.

2. BUSINESS LICENSES

(Ordinance No. 99-28, Resolution Nos. 2011-08 and 2023-10)

BUSINESS LICENSE – INITIAL APPLICATION	~~$71.00~~74.00
BUSINESS LICENSE – RENEWAL	~~$71.00~~74.00
SPECIAL BUSINESS – AMUSEMENT GAME (BIMC 5.12) Billiard, Pool, and Foosball. License expires 2/28 of each year.	~~$27.50~~28.75
SPECIAL BUSINESS – JUKEBOX (BIMC 5.28) License expires 12/31 of each year.	~~$110.00~~115.00+ ~~$11.00~~11.50/jukebox
SPECIAL BUSINESS – GAMES OF SKILL (BIMC 5.24) Includes video games. License expires 12/31 of each year.	~~$27.50~~28.75+ ~~$55.00~~57.50/game
~~SPECIAL BUSINESS – CABARET~~ ~~(BIMC 5.16) Applies to businesses with live entertainment. License expires 12/31 of each year.~~	~~$66.00~~
SPECIAL BUSINESS – PENALTY (Ordinance No. 92-10)	10% of fee per month delinquent

3. COPY FEES

(Resolution Nos. 2018-24)

A. PUBLIC RECORDS FEES

(WAC 44-14-070 and RCW 42.56.120, Resolution Nos. 2018-24 and 2022-27)

INSPECTION OF RECORDS Inspection of records on the City's website or by appointment at the City.	No Fee
PAPER COPIES OF RECORDS (11" x 17" or smaller, double-sided or single-sided)	$0.15 per page
OUTSOURCED COPIES OR SCANS OF RECORDS (Outside vendors can be used for unusual formats, large quantities, or when a requester asks for delivery of copies faster than the City can process)	Actual Cost
ELECTRONIC RECORDS	
Public Records Portal or Email	$0.10 per gigabyte ($0.00 if <1 GB); and $0.05 per every 4 records ($0.00 if < 4 records)
Digital Storage Devices (E.g., records are copied to optical storage devices, such as a CD or DVD, or a flash drive)	Actual Cost
Scans (A per-page charge for converting a record from a paper copy to an electronic format)	$0.10 per page (single- or double-sided)
MAILING PHYSICAL RECORDS OR STORAGE DEVICES	Actual cost of postage and container/envelope
CUSTOMIZED SERVICE (Data compilations prepared as a customized service. Cost is in addition to copy fees above.)	Actual cost
CLERK CERTIFICATION	$1.00 per document

Copy charges above may be combined to the extent more than one type of charge applies to copies released in response to a particular request.

For large requests, the City may take one or more of the following actions: require a deposit of 10 percent of the estimated copying costs before making copies; provide copies in installments; or require payment before providing further installments.

B. FINGERPRINTS $~~11.00~~11.50

(Ordinance No. 92-24, Resolution Nos. 92.39 and 2023-10)

This fee is in addition to fees charged by the State Superintendent of Public Instruction for background checks on individuals working with children (teachers, coaches, day care workers, school bus drivers, etc.).

C. CUSTOMIZED GIS MAPS AND CAD DATASET QUERIES

(Resolution No. 2023-10)

Custom maps, or any other kind of GIS work (spatial queries) are available at a $~~43.00~~49.50 per hour cost and will be pro-rated to the nearest ¼ hour. If printed copies are requested, they will be additionally charged at the materials cost detailed below. Internal, or other agency requests that are part of ongoing City-sponsored work are not charged.

Commonly requested maps are available for download (at no charge) in a PDF format from the City website.

Printed materials are charged per square foot. The following~~Following~~ are standard sheet sizes and the associated cost.

18" x 24"	$~~7.70~~8.05
24" x 36"	$~~15.40~~16.10
28" x 40"	$~~19.80~~20.70
36" x 48"	$~~30.80~~32.20
36" x 60"	$~~38.50~~40.25

4. DEPOSITS

(Resolution Nos. 2023-10 and Ordinance 2023-16)

~~BID PLANS OR SPECIFICATIONS (BIMC 3.72)~~	~~A non-refundable fee is set on bid call~~
BUILDING & PLANNING	See Building & Planning Fees Section
PARK USE ~~PERMIT~~ DEPOSIT (BIMC 12.20)	$100.00
This ~~permit~~ deposit is refundable if the park is clean after use, as determined by City staff. The City also charges for a special event a special event permit. See the MISCELLANEOUS section.	
~~If less than one hundred people attend~~	~~$75.00~~
~~If more than one hundred people attend~~	~~$100.00~~
SURETY DEPOSIT	Bond = 125% of valuation of project
~~RESERVATION OF WATER/SEWER SYSTEM (Ordinance No. 2006-07)~~	~~A non-refundable deposit equal to 10% (Prior to receiving the binding commitment)~~

5. PARKING

(Resolution No. 2023-10)

POLICE STATION

(BIMC 10.08.087 B.3., Ordinance No. 2010-40 and Resolution No. ~~2017-01~~2023-10)

Downtown Employee Parking	~~$22.00~~24.00 (6 months)

6. PERMITS (Except Building & Planning)

(Resolution No. 2023-10)

CONCEALED PISTOL LICENSE (first-time application) $49.25
(RCW 9.41.070(5), Resolution No. 2019-01)
$18.00 is the City's share; $18.00 goes to the State; $13.25 goes to the FBI.

CONCEALED PISTOL LICENSE (renewal) $32.00
(RCW 9.41.070(6))
$14.00 is the City's share; $18.00 goes to the State.

CONCEALED PISTOL LICENSE (late renewal – includes a $10.00 late fee~~penalty~~) $42.00
(RCW 9.41.070(6&9); Resolution No. 2017-01)
$21.00 is the City's share; $21.00 goes to the State.

CONCEALED PISTOL LICENSE – REPLACEMENT $10.00
RCW 9.41.070(7)
The entire fee is retained by the City.

FIREARMS DEALER LICENSE $125.00
(RCW 9.41.110)
~~$125~~ The entire fee goes to the State.

~~PUBLIC DANCE PERMIT~~ ~~$275.00~~
~~(Ordinance No. 92-24)~~
~~This permit is for dances or concerts that require the involvement of the Police and/or the Public Works departments.~~

7. FACILITIES RENTAL

(Resolution Nos. 2000-33 and 2023-10)

Use of city facilities requires that before using the premises the applicant shall provide a certificate of general liability insurance showing the City as insured covering the premises used for no less than $1,000,000 for each occurrence and $2,000,000 aggregate coverage.

~~RENTAL OF CITY HALL: Non-profit (Commercial/Private not allowed)~~
~~Council Chambers (without kitchen)~~ ~~$16.50/Hour~~
~~Council Chambers (with kitchen)~~ ~~$27.50/Hour~~

RENTAL/USE OF TOWN SQUARE: No charge but reservation and deposit is required

RENTAL/USE OF WATERFRONT PARK COMMUNITY CENTER:
Administrative Processing Fee (Non-refundable) ~~$11.00~~11.50

	Non-Commercial	Commercial	Damage/ Cleaning Deposit	Alcohol surcharge
HUNEY HALL	~~$55~~57.00/hr.	~~$110~~115.00/hr.	$150.00	~~$82~~85.00
DINING ROOM	~~$38~~39.00hr.	~~$77~~80.00/hr.	$150.00	~~$82~~85.00
FIRESIDE ROOM	~~$38~~39.00hr.	~~$77~~80.00/hr.	$150.00	~~$82~~85.00
CONFERENCE ROOM	~~$33~~34.00hr.	~~$66~~69.00/hr.	$150.00	No alcohol allowed

The grand piano located in Huney Hall is available for rent through a separate contract with the Bainbridge Community Piano Association for $50.00 per event.

8. FIRE AND FIRE INSPECTION FEES

(Ordinance No. 97-10, Resolution Nos. 2016-10 and 2023-10)
The charges in this section are in addition to any applicable charges in other sections.

FIRE MARSHALL PLAN REVIEW OF PLANNING APPLICATIONS:
These charges are included in Building and Planning fee amounts. See Section 9.

BUILDING PLAN REVIEWS AND FIELD INSPECTIONS:
THE SUM OF:

A. GENERAL FIRE PROTECTION REVIEW
(All except reroof, mechanical, or demolition)

Building Valuation under $25,000	~~$110.00~~115.00
Building Valuation $25,000 to $99,999	~~$220.00~~230.00
Building Valuation $100,000 to $499,999	~~$330.00~~345.00
Building Valuation $500,000 to $999,999	~~$440.00~~460.00
Building Valuation $1,000,000 or greater	~~$550.00~~575.00*

* = per $ million value or portion thereof.

B. SPRINKLER SYSTEMS
Permit and plan review fees shall be based on the fee schedule utilized for computing Building Permit fees using the actual contract cost of the installation of the sprinkler system as the value.

C. FIRE ALARM SYSTEMS
Permit and plan review fees shall be based on the fee schedule utilized for computing Building Permit fees using the actual contract cost of the installation of the fire alarm system as the value.

E. OTHER FIRE EXTINGUISHING SYSTEMS
(Range hood systems, clean agent systems, etc.)

Charge per system	~~$220.00~~230.00

F. INCOMPLETE DRAWINGS OR RE-INSPECTIONS

Charge per event	~~$220.00~~230.00

UNIFORM FIRE CODE PERMITS

To store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property.

Permit Fees:		New Permit	Renewal
a.1.	Aerosol Products (Storage & Handling)		
a.2.	Aircraft refueling vehicles		
a.4.	Asbestos removal		
b.1.	Battery systems		
	Bowling pin or alley refinishing		
c.1.	Candles and open flames in assembly areas		
c.2.	Carnivals and fairs		
c.3.	Cellulose nitrate film		
c.4.	Cellulose nitrate film storage		
c.5.	Combustible fiber storage		
c.6.	Combustible material storage		
c.7.	Compressed gases		
c.8.	Commercial Rubbish-handling operation		
c.9.	Cryogens		
d.1.	Dry cleaning plants		
d.2.	Dust-producing operations		
e.1.	Explosives or blasting caps	n/a	Not Allowed
f.1.	Fire hydrants and water control valves	n/a	
f.2.	Fireworks	n/a	See City Municipal Code
f.3.	Flammable or combustible liquids		
f.5.	Fumigation or thermal insecticide fogging		
h.1.	Hazardous materials		
h.2.	High piled combustible storage		
h.3.	Hot-work operations		
l.1.	Liquefied petroleum gases		
l.2.	Liquid or gas-fueled vehicles or equipment in assembly buildings		
m.1.	Magnesium working or operations		
m.2.	Mall, covered		
m.3.	Motor vehicle fuel dispensing stations including marine fuel stations		
o.1.	Open burning (Outdoor burning)		
o.2.	Organic coatings		
o.3.	Ovens, industrial baking or drying		
p.1.	Parade floats		
p.2.	Places of assembly		
p.3.	Pyrotechnical special effects material		
r.1.	Radioactive materials		
r.2.	Refrigeration equipment		
r.3.	Repair garages		
s.1.	Spraying or dipping operations		
t.1.	Temporary membrane structure tents and canopies		

t.2. Tire storage
w.1. Wood products

OUTDOOR BURNING PERMITS
(Ordinance No. 2000-27, Resolution No. 2019-01)
All fires must comply with all applicable Washington State laws and regulations.
The property owner is responsible for payment of all permit fees.

Agricultural fires	
On land designated by the City or Kitsap County as agricultural land	No Charge
All other locations	No Charge
Firefighting instructional fires	No Charge
Recreational fires greater than three feet diameter	No Charge
Recreational fires less than three feet diameter	no permit required
Storm or flood debris burning	No Charge
May be waived in times of emergency.	

Fires that do not comply with all City and State laws and regulations are subject to charges for all time and equipment used by the City and / or the Bainbridge Island Fire Department to deal with the non-complying fire. Time is charged at the Hourly Rate as established by Ordinance No. 99-47.

ROUTINE (ANNUAL OR BIENNIAL) INSPECTIONS — No Charge

(Authority to charge enacted by Ordinance 97-10 and repealed by Ordinance 2005-22 and Resolution 2005-23)

9. BUILDING AND PLANNING FEES

(Resolution No. 2023-10)

The charges in this section are in addition to any applicable charges in other sections. All fees and charges shall be paid before an application is deemed complete, and issuance of a permit or approval may be withheld until all fees and charges have been paid.

ADMINISTRATIVE CODE INTERPRETATION (BIMC 1.28.010A, Resolution No. 2006-50)	~~$2,210.00~~2,310.00
ADDRESS REQUEST (WITHOUT A BUILDING PERMIT)	$172.00
AFFORDABLE HOUSING DEVELOPMENTS	See appendix at the end of section 9
AFTER-THE-FACT PERMIT INVESTIGATION FEE (BIMC 15.040.050C, Ordinance No. 2022-05, Resolution Nos. 2022-06 and 2022-22) This fee is equal to 200% of the permit fee(s) the City would have charged had the applicant obtained the permit(s) before commencing work.	
~~AGRICULTURAL CONDITIONAL USE~~ ~~(Ordinance No. 2011-02, Resolution No. 2022-06)~~	~~$3,680.00~~
AGRICULTURAL RETAIL PLAN (Resolution No. 2022-06)	~~$1,900.00~~1,985.00
APPEAL OF ADMINISTRATIVE DECISIONS (BIMC 2.16, Ordinance No. 92-24, Resolution No. 2006-50)	$530.00
APPEAL OF Environmental Impact Statement (EIS) ADEQUACY (Resolution No. 2006-50)	$530.00
APPEAL OF HEARING EXAMINER OR PLANNING COMMISSION DECISION (BIMC 2.16, Ordinance No. 92-24, Resolution No. 2006-50)	$530.00
APPEAL OF SEPA DETERMINATION (Ordinance No. 92-24, Resolution No. 2006-50)	$530.00
BOUNDARY LINE ADJUSTMENT ~~(BIMC 1.28.010A, Ordinance No. 92-24, Resolution No. 2006-50)~~	See under SUBDIVISIONS ~~$2,010.00~~
BUILDING ABATEMENT (Ordinance No. 92-24)	see ENFORCEMENT

BUILDING FEE - STATE BUILDING CODE COUNCIL (SBCC) (RCW 19.27.085, WAC 51-05-200, and Ordinance No. 92-24) — $6.50 for the first unit, plus $2.00 for each additional unit

Commercial projects permitted under the IBC or IEBC. SBCC building fees are remitted to the State of Washington and fund studies on building activity. — $25.00

BUILDING PERMIT (Ordinance No. 2022-05, Resolution No. 2022-06) — Calculated using the table below

Building permit fees are based on valuation, which is determined from the type of construction and square footage, or from the contractor's bid, whichever is greater. The City updates the construction/square footage factors each year based on the Building Valuation Data published by ~~square foot construction cost data from~~ the International Code Council (ICC).

~~ICC Building Code~~ Building Valuation Fee Schedule

TOTAL VALUATION	FEE
$1.00 to $500.00	~~$29.38~~30.73
$500.01 to $2,000.00	~~$29.38~~30.73 for the first $500.00 plus ~~$3.81~~3.98 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	~~$86.53~~90.51 for the first $2,000.00 plus ~~$17.50~~18.30 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	~~$489.03~~511.52 for the first $25,000.00 plus ~~$12.63~~13.21 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	~~$804.78~~841.79 for the first $50,000.00 plus ~~$8.75~~9.15 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,000.01 to $500,000.00	~~$1,242.28~~1,299.42 for the first $100,000.00 plus ~~$7.00~~7.32 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.01 to $1,000,000.00	~~$4,042.28~~4,228.22 for the first $500,000.00 plus ~~$5.94~~6.21 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	~~$7,012.28~~7,334.84 for the first $1,000,000.00 plus ~~$4.56~~4.76 for each additional $1,000.00, or fraction thereof

BUILDING PERMIT RE-INSPECTION FEE (Ordinance No. 2022-05, Resolution No. 2022-06) — Hourly Rate

This fee is charged at the Director's discretion.

CODE ENFORCEMENT — See ENFORCEMENT

COMPREHENSIVE PLAN AMENDMENT (Ordinance No. 99-47, Resolution No. 2006-50)

Fees are due upon filing of the application.

- Site Specific — ~~$8,390.00~~8,775.00
- Not Site Specific — ~~$8,040.00~~8,405.00

CONDITIONAL USE PERMIT
(Ordinance No. 94-03, Resolution No. 2022-06)

Minor (including Agricultural Conditional Use Permits)	~~$3,620.00~~3,785.00
Major	~~$20,020.00~~20,940.00
Minor Adjustment/Amendment to Approved Conditional Use Permit	~~$4,050.00~~4,235.00
Major Adjustment/Amendment to Approved Conditional Use Permit	~~$20,020.00~~20,940.00
Revision to a Conditional Use Permit Under Review, as Determined by the Director	~~$3,380.0~~03,535.00

CONSOLIDATED PERMIT REVIEW — The charge is the highest permit applied
(BIMC 2.16.170, Resolution No. 2006-50) — for plus one-third of all other applications.

CONSULTATION* ~~$750.00~~780.00
(BIMC 1.28.10A, Resolution No. 2022-06)
*The Director is authorized to deduct the consultation fee from the official land use or building permit fee if a subsequent preapplication meeting or land use or building permit is applied for by that applicant within one year of a consultation meeting.

CRITICAL AREA PERMIT FEES
(Resolution No. 2022-06)

Buffer Enhancement Plan Review	~~$3,300.00~~3,450.00
Critical Area Site Investigation	~~$590.00~~615.00
Critical Area Permit - Major	~~$3,540.00~~3,700.00
Critical Area Permit - Minor	~~$1,750.00~~1,830.00
Geologically Hazardous Area Third-Party Geotechnical Review Deposit	$2,500.00

(An additional deposit may be required when estimated third-party review costs exceed previous deposits. Final balance of any unpaid review service fees is due prior to issuance of permits.)
(Resolution. No. 2018-09)

Environmental Report/Document Third-Party Review Deposit $3,500.00

Environmental Reports/Documents may include, but are not limited to:

- Habitat Management Plans
- Buffer Enhancement Plans
- Wetland Critical Areas Reports
- Wetland Mitigation Plans
- Aquifer Recharge Protection Area (ARPA) Stewardship Plans

(This deposit is required only when the Director has determined third-party review is necessary. An additional deposit may be required when estimated third-~~pary~~party review costs exceed previous deposits. Final balance of any unpaid review service fees is due prior to issuance of permits.)

Reasonable Use Exception
(Resolution No. 2022-06)

Single Family Residence	~~$9,800.00~~10,250.00
All Other	~~$13,140.00~~13,740.00

Critical area restoration and enhancement projects not required as project mitigation and meeting the criteria of BIMC 16.20.040.B.2 shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this shall not apply to fees for the appeal of City decisions.

DEMOLITION PERMIT ~~$55.00~~57.50
(Resolution No. 2022-06)

ENFORCEMENT Hourly Rate of $~~140.00~~146.00 plus costs
(Ordinance No. 2003-31, Resolution No. 2022-06)
Hourly rates and costs for investigation and processing of a violation of the City Code (BIMC) are from the commencement of the investigation until the time the City specifically notifies the owner/developer that the violation has been satisfactorily corrected.

ENVIRONMENTAL REVIEWS
(Ordinance Nos. 92-24 and 99-47, Resolution No. 2006-50)

SEPA Review if Environmental Impact Statement (EIS) not required	~~$1,640.00~~320.00
SEPA Review if EIS required	~~$310.00~~1,715.00
EIS Addendum	~~$310.00~~320.00
EIS Supplement	~~$310.00~~320.00

(The applicant will also enter into a three-party contract with the City. A consultant will be selected by the City to prepare the EIS, Addendum, or Supplement. *See Environmental Report/Document Third-Party Review Deposit.)*

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA flood zone review) ~~$520.00~~540.00
(Resolution No. 2022-06)

FINAL LARGE LOT SUBDIVISION See LONG SUBDIVISION

FINAL SHORT SUBDIVISION See SHORT SUBDIVISION

FINAL SUBDIVISION See LONG OR SHORT SUBDIVISION

FLOOR AREA RATIO (FAR) BONUSES IN THE MIXED USE TOWN CENTER AND HIGH SCHOOL ROAD DISTRICTS
(Ordinance No. 2021-10, Resolution Nos. 2001-02 and 2006-50)

Residential Development	$18.00 / Square Foot
Mixed Use Development	$25.00 / Square Foot
Commercial Development	$34.00 / Square Foot

NOTE: The ability to design a development project using FAR has been suspended by Ordinance Nos. 2021-10 and 2022-16 until March 10, 2024.

~~GEOLOGICALLY HAZARDOUS AREA THIRD-PARTY GEOTECHNICAL REVIEW DEPOSIT~~ ~~$2,500.00~~
~~(Resolution No. 2018-09)~~

~~(Final balance of any unpaid geotechnical review service fees due prior to issuance of building permits)~~

GRADING PLAN REVIEWS AND PERMITS
(BIMC 1.28.010 A, Ordinance No. 2022-05, Resolution No. 2022-06)

Plan review – 100 cubic yards or less	No fee
Plan review – 101 to 1,000 cubic yards	~~$1,420.00~~1,485.00
Plan review – 1,001 to 10,000 cubic yards	~~$2,930.00~~3,060.00
Plan review – 10,001 to 100,000 cubic yards	~~$5,210.00~~5,445.00
Plan review – greater than 100,000 cubic yards	~~$390.00~~405.00 + $.05/cubic yard
Permit – 100 cubic yards or less	No fee
Permit – 101 to 1,000 cubic yards	~~$810.00~~845.00
Permit – 1,001 to 10,000 cubic yards	~~$3,270.00~~3,420.00
Permit – 10,001 to 100,000 cubic yards	~~$4,890.00~~5,110.00
Permit – greater than 100,000 cubic yards	~~$390.00~~405.0 + $.05/cubic yard

HOURLY RATES
(Resolution No. 2022-06)
These hourly rates apply when referenced in other parts of this fee schedule or when services are provided, and no fee is listed.

Building permit services	~~$125.00~~130.00
Planning permit services	~~$165.00~~172.00
Development engineering services	~~$160.00~~167.00

~~LARGE LOT SUBDIVISION~~ ~~$17,620.00~~
~~(Resolution No. 2022-06)~~

~~LARGE LOT SUBDIVISION, MINOR ALTERATION~~ ~~$2,190.00~~
~~(Resolution No. 2022-06)~~

LEGISLATIVE REVIEW OF DEVELOPMENT REGULATIONS ~~$19,190.00~~20,070.00
(BIMC 2.16.180, Resolution No. 2022-06)

~~LONG SUBDIVISION~~ ~~$32,360.00~~
~~(BIMC 2.16, Resolution No. 2022-06)~~

~~LONG SUBDIVISION, MINOR ALTERATION OF AN APPROVED PLAT~~ ~~$2,800.00~~
~~(Resolution No. 2022-06)~~

~~LONG SUBDIVISION, REPLATTING OR AMENDMENT OF AN APPROVED PLAT~~
~~(Resolution No. 2022-06)~~

~~Major Plat Alteration, Including Replatting~~	~~$20,020.00~~
~~Revision to a Subdivision Under Review or Review of a Disapproved Subdivision, as Determined by the Director~~	~~$3,380.00~~

MECHANICAL PERMITS
(Ordinance No. 2022-05, Resolution Nos. 2022-06 and 2022-22)

Base permit issuance	~~$125.00~~130.00
(This first mechanical permit fee is in addition to the others below)	
Furnace, regardless of BTUs/hour	~~$41.00~~42.80
Installation of each floor furnace (including vent) or suspended furnace	~~$41.00~~42.80
Installation of each appliance vent	~~$41.00~~42.80
Repair or addition	~~$41.00~~42.80
Boiler or compressor up to 100,000 BTUs/hour	~~$41.00~~42.80
Boiler or compressor, 100,001 BTUs/hour and above	~~$124.00~~129.00
Air handlers, regardless of cubic feet per minute	~~$41.00~~42.80
Evaporative coolers	~~$41.00~~42.80
Ventilation fan to single duct	~~$41.00~~42.80
Ventilation system not part of any heating or AC	~~$41.00~~42.80
Hood installation	~~$41.00~~42.80
~~Domestic-type incinerator~~	~~$41.00~~
All other pieces of equipment	~~$41.00~~42.80
Inspections outside of normal business hours	~~$280.00~~292.00
Reinspections	~~$124.00~~129.00
Inspections for which no fee is specified	~~$124.00~~129.00
Additional plan review	~~$124.00~~129.00

MOBILE/MANUFACURED HOME PERMIT — $150.00
(Resolution No. 2007-05)

MULTI-FAMILY PROPERTY TAX EXEMPTION APPLICATION (MFTE) — $515.00
(BIMC 3.63.060 A)

NOISE VARIANCE — $495.00
(Ordinance No. 75-13 § 3 and BIMC 16.16 and 2.16.120 B5)

OPEN SPACE REVIEW — ~~$1,750.00~~1,830.00
(BIMC 1.28.010A, Ordinance No. 92-24, Resolution No. 2022-06)

PARK LAND DEDICATION AND/OR FEE IN LIEU OF — City Council determines
(Ordinance No. 84-09)
PUDs and rezones to multi-family are required on a case by case basis to dedicate land and/or pay a fee for parklands.

PARKING CONTRIBUTION IN LIEU OF ON-SITE SPACES
(BIMC 18.81.030.P, Resolution Nos. 99-14, 2001-03 and 2006-50)
Per Space — ~~$18,550.00~~19,400.00

PERMIT RENEWAL FEE — 50% of total of Building Permit Fee + Building Plan Check Fee + Planning Review Fee
(BIMC 15.04.050, Ordinance No. 96-12)

~~PLAN~~ CHECK FEE (Plan review by Building Division) — 65% of Building Permit Fee
(BIMC 15.04.050 B, Ordinance No. 2007-08)

PLAN REVISIONS REVIEW FEE (By Building Division. Includes review of plan revisions). Hourly Rate
(BIMC 15.04.050 B&F, Ordinance No. 2022-05, Resolution No. 2022-06)
This fee is charged at the Director's discretion. Increases to square footage are subject to valuation fee charges.

PLANNING AND/OR ENGINEERING REVIEW OF BUILDING PERMITS — 20% of the Building Permit or 10% if for an Accessory Dwelling Unit
(BIMC 15.04.050 F, Resolution No. 2007-05)
For building permits that have had no prior planning or zoning review, this fee shall be 20% of the Building Permit fee to cover engineering reviews for drainage analysis, and planning reviews, except that the fee shall be 10% of the Building Permit Fee for such reviews for accessory dwelling units.

PLAT UTILITY ENGINEERING REVIEWS
(Resolution No. 2022-06)

Base zero – 2 to 4 lot short subdivision or equivalent, but only if the City determines no utility review work is required during land use review process	No Fee
Base one – 2 to 4 lot short subdivision or equivalent	~~$5,140.00~~5,375.00
Base two – 5 to 15 lot long subdivision or equivalent minor commercial development	~~$15,420.00~~16,125.00
Base three – 15+ lot long subdivision or equivalent major commercial development	~~$25,710.00~~26,890.00

PLUMBING PERMITS
(Ordinance No. 2022-05, Resolution Nos. 2022-06 and 2022-22)

Base permit issuance (This first plumbing permit fee is in addition to the others below)	$125.00130.00
Fixtures and vents on one trap	~~$41.00~~42.80
Repair or alteration of drainage or vent piping	~~$41.00~~42.80
Sewers, disposal systems, and interceptors: building sewer	~~$124.00~~129.00
~~Sewers, disposal systems, and interceptors: cesspool~~	~~$124.00~~
Sewers, disposal systems, and interceptors: private sewage system	~~$124.00~~129.00
Sewers, disposal systems, and interceptors: industrial waste pretreatment interceptor	~~$124.00~~129.00
Sewers, disposal systems, and interceptors: rainwater system	~~$1,700.00~~1,775.00
Water piping system	~~$216.00~~225.00
Water heater installation, including vent	~~$41.00~~42.80
Gas piping system	~~$216.00~~225.00
Plumbing system with atmospheric-type vacuum breakers	~~$850.00~~885.00
Plumbing system with all other types of backflow protection devices	~~$1,710.00~~1,785.00
Plumbing, all other pieces of equipment	~~$124.00~~129.00
Plumbing inspections outside of normal business hours	~~$278.00~~290.00
Plumbing reinspections	~~$144.00~~150.00
Plumbing inspections for which no other fee is specified	~~$144.00~~150.00
Plumbing, additional plan review	~~$144.00~~150.00

Plumbing: Sewers, disposal systems, and interceptors:	
rainwater systems w/easement	~~$2,440.00~~2,550.00
POOL AND/OR SPA ~~PLUMBING~~ PERMIT (Resolution No. 2022-22)	Calculated based on project valuation, see building permit section
PRE-APPLICATION CONFERENCE MEETING (BIMC 1.28.010 A, Resolution No. 2022-06)	
Meeting ~~only~~ for ~~minor~~ land use permits ~~(i.e., minor conditional use, minor variance, minor site plan review, short subdivision, and any action that doesn't require a pre-application meeting)~~.	~~$2,850.00~~2,980.00
~~Meeting for all other land use permits (i.e., major conditional use, major variance, major site plan review, long subdivision, and other actions that require a pre-application meeting).~~	~~$2,850.00~~
Meeting and Committee Meeting	$930.00970.00
Meeting and Public Participation Meeting	$930.00970.00
PRE-SUBMITTAL MEETING WITH ONE STAFF MEMBER (WITHOUT PERMIT) This is for one hour only and may be prorated to a half hour, if applicable.	$172.00
NOTICING AND RENOTICING FEE (Resolution No. 2022-06)	$390.00405.00
REZONE (BIMC 2.16.140 and 2.16.180, Resolution No. 2022-06)	~~$8,390.00~~8,775.00
SHORELINE PERMITS (Resolution No. 2022-06)	
Adjustment/Revision to Approved Shoreline Permit	~~$3,380.00~~3,535.00
Administrative Conditional Use Permit (includes enlargement of an existing structure)	~~$8,470.00~~8,855.00
Administrative Review (includes both Substantial Development Permit and Administrative Shoreline Variance)	~~$8,470.00~~8,855.00
~~Buoy (Programmatic Review)~~	~~$1,500.00~~
Shoreline Exemption without SEPA	~~$1,500.00~~1,565.00
Shoreline Exemption with SEPA	~~$1,940.00~~2,025.00
Shoreline Conditional Use Permit	~~$10,770.00~~11,265.00
Shoreline Variance:	
Full process (Hearing Examiner)	~~$10,940.00~~11,440.00
Shoreline Clearing Permit (including tree removal) (Not applicable to removals of hazard trees as determined by an ISA TRAQ Arborist.)	~~$1,520.00~~1,585.00
Environmental Report/Document Third-~~Pary~~Party Review Deposit	$3,500.00
Environmental Reports/Documents may include but are not limited to:	

- Habitat Management Plans
- Mitigation Plans, Monitoring Plans, and Monitoring Reports
- Violation Mitigation/Restoration Plans

(An additional deposit may be required when estimated third-party review costs will exceed previous deposits. Final balance of any unpaid review service fees is due prior to issuance of permits.)

Fish and wildlife habitat restoration and enhancement projects within the jurisdiction of the City's Shoreline Management Master Program and meeting the criteria in WAC 173-27-040(2)(o) and (p) shall not be charged fees by the City for pre-application meetings, permit applications, or other review and authorization processes; provided, that this subsection shall not apply to fees for the appeal of City decisions.

~~SHORT SUBDIVISION~~
~~(BIMC 2.16.070, Resolution No. 2022-06)~~

~~Two lots without SEPA~~	~~$6,600.00~~
~~Two lots with SEPA~~	~~$7,190.00~~
~~Three to four lots without SEPA~~	~~$10,290.00~~
~~Three to four lots with SEPA~~	~~$10,870.00~~

~~SHORT SUBDIVISION ALTERATION~~

~~Minor Plat Alteration~~	~~$1,970.00~~
~~Major Plat Alteration, Including Replatting~~	~~Same as new short subdivision fee above~~
~~Amendment of a Disapproved Application~~	~~$2,310.00~~
~~(Amendment must be filed within 180 days of original project disapproval.)~~	

SIGN PERMIT AND RELATED
(Ordinance 94-03, Resolution No. 2022-06)

Sign Permit	~~$730.00~~760.00
Sign Variance	~~$1,150.00~~1,200.00

SITE PLAN REVIEW
(Resolution No. 2022-06)

Minor	~~$9,510.00~~9,945.00
Major	~~$17,530.00~~18,335.00
Minor Adjustment/Amendment to Approved Site Plan	~~$4,050.00~~4,235.00
Major Adjustment/Amendment to Approved Site Plan	~~$17,530.00~~18,335.00
Revision to a Site Plan Under Review, as Determined by the Director	~~$3,380.00~~3,535.00

SUBDIVISION – BOUNDARY LINE ADJUSTMENT $2,100.00
(BIMC 1.28.010A, Ordinance No. 92-24, Resolution No. 2006-50)

SUBDIVISION – LARGE LOT – FEE INCLUDES PRELIMINARY AND FINAL $18,430.00
(Resolution No. 2022-06)

SUBDIVISION – LARGE LOT, MINOR ALTERATION (Resolution No. 2022-06)	$2,290.00
SUBDIVISION – LONG – FEE INCLUDES PRELIMINARY AND FINAL (BIMC 2.16, Resolution No. 2022-06)	$33,845.00
SUBDIVISION LONG, MINOR ALTERATION OF AN APPROVED PLAT (Resolution No. 2022-06)	$2,925.00
SUBDIVISION LONG, REPLATTING OR AMENDMENT OF AN APPROVED PLAT (Resolution No. 2022-06)	
Major Plat Alteration, Including Replatting	$20,940.00
Revision to a Subdivision Under Review or Review of a Disapproved Subdivision, as Determined by the Director	$3,535.00
SUBDIVISION – SHORT – FEE INCLUDES PRELIMINARY AND FINAL (BIMC 2.16.070, Resolution No. 2022-06)	
Two lots without SEPA	$6,900.00
Two lots with SEPA	$7,520.00
Three to four lots without SEPA	$10,760.00
Three to four lots with SEPA	$11,370.00
SUBDIVISION – SHORT – ALTERATION	
Minor Plat Alteration	$2,060.00
Major Plat Alteration, Including Replatting	Same as new short subdivision fee above
Amendment of a Disapproved Application (Amendment must be filed within 180 days of original project disapproval.)	$2,415.00
TEMPORARY CONSTRUCTION STAGING PERMIT (Ordinance No. 2020-03, Resolution No. 2022-06)	~~$1,500.00~~1,565.00
TEMPORARY PARKING LOT PERMIT (Ordinance No. 2014-08, Resolution No. 2014-07)	~~$720.00~~750.00
TRANSPORTATION IMPACT FEE (TIF) (Ordinance No. ~~2017-21~~2023-19, Resolution No. ~~2020-01~~2023-06)	
Per Person Trip Base Rate Charge	~~$1,811.82~~5,000.00
Administrative Fee	2% of calculated TIF
Independent Fee Calculation Review	~~$500.00~~520.00
TREE ASSESSMENT – ARBORIST REVIEW (Ordinance Nos. 2018-19 §1, Exhibit A and 2021-07 §2, Exhibit A)	~~$280.00~~290.00
Review in the field of dead/hazardous trees; pruning; vegetation management plans; and tree preservation plans.	

TREE REMOVAL/VEGETATION MAINTENANCE PERMIT (Resolution No. 2022-22)	~~$1,340.00~~1,400.00 (Not applicable to removals of hazard trees as determined by ISA TRAQ Arborist)
TREE REMOVAL/VEGETATION MAINTENANCE PERMIT AFTER-THE-FACT (Ordinance No. 2015-03, Resolution No. 2022-06)	~~$1,500.00~~1,565.00
TREE REMOVAL OF LANDMARK TREE PERMIT (Resolution No. 2022-06)	~~$1,800.00~~1,880.00 (Not applicable to removals of hazard trees as determined by ISA TRAQ Arborist)
TREE CLEARING ON THE SHORELINE	SEE SHORELINE CLEARING PERMIT
VARIANCE (Ordinance Nos. 94-03 and 2005-03, Resolution Nos. 2006-50 and 2022-06)	
Minor	~~$6,330.00~~6,620.00
Major	~~$20,020.00~~20,940.00
Revision to a Variance Under Review, as Determine by the Director	~~$3,380.00~~3,535.00
VARIANCE – NOISE	see NOICE VARIANCE
VARIANCE – SHORELINE	see SHORELINE PERMITS
VARIANCE – SIGN	see SIGN VARIANCE
WELLS, EXEMPT – State Health Department mandated fee (Chapter 90.94 RCW)	$500.00
WIRELESS FACILITIES (Ordinance No. 2019-15, Resolution No. 2022-06)	
Eligible Facility Requests (EFR)	~~$1,500.00~~1,565.00
Small Wireless Facility (SWF) – Permit Fee	~~$570.00~~595.00 non-recurring fee per SWF application, which covers up to 5 SWFs, and ~~$109.00~~114.00 for each additional SWF beyond 5
Small Wireless Facility (SWF) – New Poles	~~$1,090.00~~1,140.00 non-recurring fee for each new pole intended to support one or more SWF
Small Wireless Facility (SWF) – Site Fee for Locating on City Property	~~$300.00~~310.00 recurring fee per SWF per year
Wireless Communication Facility (WCF)	~~$1,070.00~~1,115.00

ZONING VERIFICATION LETTER ~~$910.00~~950.00
(Resolution No. 2022-06)

SECTION 9 APPENDIX – AFFORDABLE HOUSING DEVELOPMENTS

Offset in applicable development related fees for affordable housing developments (Resolution No. 2023-07)

Land Use Permits: An applicant with a project that integrates designated affordable housing units (in compliance with BIMC 18.21.020) as described below may request that the City's Affordable Housing Fund (AHF) pay a portion of the fee(s) for applicable land use permits, e.g., Site Plan and Design Review, Long Subdivision, and/or Conditional Use Permit.

For projects that will provide affordable units to those income-qualified households at or below 80% AMI (low income of below)

- Providing between 25-50% designated affordable housing units: eligible for AHF monies for 10% of land use permit fee(s).*
- Providing between 51-75% designated affordable housing units: eligible for AHF monies for 25% of land use permit fee(s).*
- Providing between 76-99% designated affordable housing units: eligible for AHF monies for 50% of land use permit fee(s).*
- Providing 100% designated affordable housing units: eligible for AHF monies for 100% of land use permit fee(s).

* These tiers of land use permit fee reduction not be available to public agencies or for-profit developers. Only private, nonprofit affordable housing developers would be eligible for the lower three tiers of fee reduction.

Building Permit and Utility Fees (see Section 11): A private, nonprofit housing development applicant with a project that is building 4 or more units that are 100% designated affordable housing units at or below 80% AMI (in compliance with BIMC 18.21.020) is eligible for a City fee contribution up to $30,000 towards building permit and utility fees.

An applicant can submit a request(s) for assistance from the AHF to the Director of Planning and Community Development. The request will be reviewed and approved by the City Manager. See BIMC Chapter 18.21 and 18.36.030 for specifics on affordable housing income levels.

Project changes before permit issuance

Whenever an application that has received assistance from the AHF is changed during development review in a way that decreases the number of affordable units or the level of affordability on which the assistance was based, the amount of the AHF assistance shall be recalculated and the applicant shall be required to pay the difference, if any, between the assistance originally granted and the assistance for which the revised

project would have been eligible. This amount shall be paid to the city by the applicant prior to issuance of the permit for which the assistance was received.

Project changes after initial permit issuance

BIMC 18.21.020.C requires that owners of property on which affordable housing will be built must provide the city with a duly executed covenant running with the land, binding all the assigns, heirs, and successors of the owner of the affected parcels, in a form approved by the city attorney, identifying the affordable units or parcels and acknowledging the owner's obligations regarding affordability, prior to final approval of any permit. Whenever a project that has received an initial permit utilizing AHF assistance is subsequently changed to decrease the affordable units or the level of affordability on which the AHF assistance was based, the amount of the AHF assistance shall be recalculated and the applicant for any subsequent permit or any amendment of the covenant shall be required to pay the difference, if any, between the assistance originally granted and the assistance for which the revised project would have been eligible. This amount shall be paid to the city prior to the issuance of any subsequent permit and prior to any city approval of amendment to the covenant required by BIMC 18.21.020.C.

Withdrawal of application

Whenever an application that has received assistance from the AHF is withdrawn prior to issuance of the permit, any allowable refund shall, after payment of permit processing costs incurred by the city, be applied first to reimburse the AHF for the assistance provided with the application fee. Once the city's permit processing costs are paid and the AHF is fully reimbursed, any refund amount remaining shall be returned to the applicant.

Exhibit A – Resolution No. 2023-10
City of Bainbridge Island Fee Schedule

10. TAXES

(Resolution No. 2023-10)

B&O TAX
(Ordinance No. 2019-35, Resolution No. 99-27, unless otherwise indicated)
Returns are due annually each April 15th following the tax year (or the following business day if the 15th falls on a weekend). Per RCW 35.21.710 the rate is not to exceed two-tenths of one percent (.2%) on the gross income of persons doing business within the city. The current City rate is one-tenth of one percent (.1%); on gross revenue generated on Bainbridge Island exceeding $150,000.00.

B&O TAX ON UTILITIES	
(BIMC 3.88, Ordinance No. 97-33)	
Electricity and Telephone	6.0% of Gross Revenue
(BIMC 5.08, Ordinance No. 99-53)	
Solid Waste (garbage)	5.0% of Gross Revenue
Cable Television	6.0% of Gross Revenue
Storm Water	6.0% of Gross Revenue
Water and Sewer owned or operated by municipal corporation or for-profit entity (Ordinance No. 2016-19)	6.0% of Gross Revenue
COMMERCIAL PARKING TAX (Ordinance No. 99-54, Resolution No. 2004-36) Due in the month following each calendar quarter.	30.0% of Gross Revenue
B&O TAX – PENALTY (Ordinance No. 2004-17)	5.0% if paid by 3/31 15.0% if paid by 4/30 else 25.0%
COMMERCIAL PARKING TAX – PENALTY (Ordinance No. 99-26)	10% of tax due for each month unpaid
EXCISE TAX ON LODGING (HOTEL/MOTEL TAX) (Ordinance No. 98-56)	4.0%

GAMBLING TAX
(BIMC 5.20)

The tax is computed on gross receipts less the cost of prizes and merchandise. ~~Charitable and non-profit organizations have an additional $10,000 exemption from gross receipts.~~

Amusement Games	2.0%
Bingo	5.0%
Raffles	5.0%
Card Games	10.0%
Punchboards and Pull Tabs	10.0%

GAMBLING TAX (Penalty)
(Resolution No. 95-27)

Minimum Penalty	$10.00
1-10 days delinquent	Minimum plus 5% of tax due
11-20 days delinquent	Minimum plus 7.5% of tax due
21-31 days delinquent	Minimum plus 10% of tax due
32-60 days delinquent	Minimum plus 15% of tax due

11. UTILITY FEES

(Resolution No. 2023-10)

A. CONNECTINGON TO CITY UTILITIES

(Ordinance No. 82-20)

1. SYSTEM PARTICIPATION FEES

(Ordinance Nos. 2018-47 and 2023-16. Resolution No. 2022-27)

System participation fees pay for system infrastructure funded by existing customers and future system expansion as a result of adding new customers.

A. WATER

(1) Residential – Single Family

Meter Size of:		
	~~5/8"~~	~~$4,750.00~~
	3/4"	$7,125.00
	1"	$11,875.00
	1.5"	$23,749.00
	2"	$37,999.00
	3"	$75,998.00
	4"	$118,746.00
	6"	$237,492.00

(2) Residential – Multi Family

Meter Size of:		
	~~5/8"~~	~~$5,538.00~~
	3/4"	$8,307.00
	1"	$13,845.00
	1.5"	$27,691.00
	2"	$44,305.00
	3"	$88,610.00
	4"	$138,453.00
	6"	$276,905.00

(3) Commercial

Meter Size of:		
	~~5/8"~~	~~$5,538.00~~
	3/4"	$8,307.00
	1"	$13,845.00
	1.5"	$27,691.00
	2"	$44,305.00
	3"	$88,610.00
	4"	$138,453.00
	6"	$276,905.00

(4) Irrigation

Meter Size of:		
	~~5/8"~~	~~$3,173.00~~

3/4”	$4,760.00
1”	$7,933.00
1.5”	$15,867.00
2”	$25,387.00
3”	$50,773.00
4”	$79,334.00
6”	$158,667.00

B. SEWER

WINSLOW

(1) Residential – Single Family	$12,884.00 (a flat fee)
(2) Residential – Multi Family	$7,993.00 per living unit
(3) Commercial	$12,884.00 per ERU

Where “ERU” is defined as each set of 20-fixture units as shown on the schedule of fixture units on file with the City Clerk.

SOUTH ISLAND SEWER

(1) Residential – Single Family	$5,694.00 (a flat fee)
(2) Residential – Multi-Family	$3,532.00 per living unit
(3) Commercial	$5,694.00 per ERU

Where “ERU” is defined as each set of 20-fixture units as shown on the schedule of fixture units on file with the City Clerk.

2. CONNECTION FEES

(Resolution Nos. 97-39 and 2023-10)
Connection fees pay for the meter and its delivery to construction sites.

Ordinance No. 99-24 provides that “each person applying to connect to the City’s water system or to change his or her use of the City’s water system shall provide a separate water meter for each separate category of use and for each separate building served, and, in order to allow the monitoring of consumption and to encourage water conservation, shall sub-meter each individual unit at his or her expense.”

~~WATER CONNECTION DONE BY CITY STAFF (INSTALLATION)~~
~~If water main is on same side of street.~~

~~3/4" Line~~	~~$1,045.00~~
~~1" Line~~	~~$1,211.00~~
~~Larger Pipe Size~~	~~Calculated on a case-by-case basis at 125% of direct costs~~

~~WATER CONNECTION DONE BY CITY STAFF (INSTALLATION)~~
~~If water main is across street.~~

~~3/4" Line~~	~~$2,752.00~~
~~1" Line~~	~~$3,027.00~~
~~Larger Pipe Size~~	~~Calculated on a case by case basis at 125% of direct costs~~

WATER METER~~CONNECTION DONE BY OTHER THAN CITY STAFF~~ (a.k.a. Drop-In)

3/4" Line	~~$247.00~~255.00
1" Line	~~$385.00~~400.00
Larger Pipe Size	Calculated on a case by case basis at 125% of direct costs

~~SEWER CONNECTION WORK DONE BY CITY STAFF (BIMC 13.12.020)~~	~~Calculated on a case by case basis at 125% of direct costs~~
~~SEWER CONNECTION DEPOSIT (Required if the work is to be done by the City)~~	~~Determined on a case by case basis~~

3. INSPECTION FEES
(Resolution No. 97-39)

WATER CONNECTIONS
(Resolution No. 97-39)

RESIDENTIAL (per dwelling unit):

Initial Inspection	~~$110.00~~115.00
Fee for Each Re-inspection	~~$110.00~~115.00
~~Dig Up Fee (In Addition to Inspection Fee)~~	~~$275.00~~

NON-RESIDENTIAL (per each set of 20 fixture units or portion thereof)

Initial Inspection	~~$110.00~~115.00
Fee for Each Re-inspection	~~$110.00~~115.00
~~Dig Up Fee (In Addition to Inspection Fee)~~	~~$275.00~~

INSPECTION AND TESTING OF WATER MAIN AND/OR SIDE-LINE	125% of direct costs (Minimum ~~$600.00~~625.00)

SEWER CONNECTIONS
(Resolution No. 97-39)

RESIDENTIAL (per dwelling unit):

Initial Inspection	~~$110.00~~115.00
Fee for Each Re-Inspection	~~$110.00~~115.00
~~Dig Up Fee (In Addition to Inspection fee)~~	~~$275.00~~

NON-RESIDENTIAL (per each set of 20 fixture units or portion thereof)

Initial Inspection	~~$110.00~~115.00

Fee for Each Re-Inspection	~~$110.00~~115.00
~~Dig Up Fee (In Addition to Inspection fee)~~	~~$275.00~~
INSPECTIONS AND TESTING OF SEWER MAIN AND/OR SIDE-LINE	125% of direct costs (Minimum of $625.00)
ADDITIONAL WORK BY CITY (Resolution No. 2000-33)	
Charging of Water Main	~~$440.00~~460.00
Flushing of Water Main	~~$605.00~~630.00
Reflushing of Water Main	~~$660.00~~690.00
(Fee c~~C~~harged for each time flushed after the first – includes bacteriological test).	
Inspection and Testing of New Water or Sewer Mains	Hourly Rate
Developer Extension Agreements	~~$275.00~~285.00

4. ADMINISTRATIVE PROCESSING FEES

(Ordinance No. 2006-09, Resolution No. 2006-13)

A. WATER AND SEWER AVAILABILITY ~~REQUESTS~~APPLICATIONS	
Information	~~$55.00~~57.50
Single Family Residential Uses	~~$55.00~~57.50
Multi-Family Residential Uses	~~$82.50~~86.00
Commercial Uses	~~$110.00~~115.00
B. WATER AND SEWER SERVICE AREA MODIFICATION REQUESTS	
WATER SERVICE AREA – MINOR MODIFICATION (Comprehensive Plan Water Resources Element WR 3.6)	~~$137.00~~143.00
WATER SERVICE AREA – MAJOR EXPANSION (Comprehensive Plan Water Resources Element WR 3.6)	~~$275.00~~285.00
SEWER SERVICE AREA – MINOR MODIFICATION (Comprehensive Plan Water Resources Element WR 2.3)	~~$137.00~~143.00
SEWER SERVICE AREA – MAJOR EXPANSION (Comprehensive Plan Water Resources Element WR 2.7)	~~$275.00~~285.00

B. UTILITY FEES – MONTHLY RATES

(Ordinance No. 2012-21, unless otherwise indicated)

SERVICE CATEGORIES

CATEGORY 1 – Single Family Residences (SFR)

CATEGORY 2 – Multiple Dwellings (MFRs)

Residences including but not limited to apartment houses, condominiums and mobile home courts are included in this category. Each dwelling unit shall constitute one unit for the purposes of this rate schedule.

CATEGORY 3 – Commercial Users (COMM)

Commercial users including but not limited to retail sales, personal and professional services, entertainment, repair facilities, and restaurants. Each water meter shall constitute one unit for the purposes of this rate schedule.

CATEGORY 4 – Other (MIX)

Any users other than those in Categories 1, 2, 3 and 5. Each water meter shall constitute one unit for the purposes of this rate schedule. Ordinance 98-24 provides that there shall be no new connections in this category after October 1, 1998.

CATEGORY 5 – Industrial Users

DISCOUNTS FOR LOW INCOME SENIORS OR DISABLED CITIZENS (does not apply to sewer service connections for sewer treatment provided by Kitsap County Sewer District No. 7)
(BIMC 13.16.082 through 086, Ordinance No. 2017-15, Resolution No. 2020-01)

Persons who meet the qualifications for property tax exemption under RCW 84.36.381, or disabled persons who meet the requirements set forth in BIMC 13.16.084 and 13.16.086, may apply for the following discounts to their single-family residence or residential cooperative or condominium unit utility bills:

WATER:	50% reduction
SEWER:	50% reduction
STORM DRAIN:	50% reduction

DISCOUNTS ARE NOT RETROACTIVE

Delinquent bills are penalized at the rate of 10% of the amount of the delinquent service charges for each month delinquent. (Ordinance No. 74-16, BIMC 13.16.070).

WATER RATES

WATER RATES FOR THE WINSLOW WATER SYSTEM, ROCKAWAY BEACH WATER SYSTEM, AND THE CASEY STREET WATER SYSTEM

(Ordinance No. 2023-16)

CATEGORY 1 (Single Family) shall pay a monthly fixed base rate based on size of water meter as follows:

Up to	3/4"	~~$15.87~~19.84
	1”	~~$31.30~~39.13
	1.5”	~~$57.06~~71.33

Plus, a charge for consumption on an incremental basis as follows:

For the first 500 cubic feet	~~$1.61~~2.02 per 100 cubic feet
For the next 700 cubic feet	~~$2.59~~3.24 per 100 cubic feet
For the next 1,800 cubic feet	~~$3.68~~4.60 per 100 cubic feet
For amounts over 3,000 cubic feet	~~$5.00~~6.24 per 100 cubic feet

CATEGORY 2 (Multiple Dwellings) shall pay a monthly fixed base rate for each residential unit of: ~~$6.86~~8.57

Plus, a charge for consumption per 100 cubic feet ~~$1.41~~1.76

CATEGORY 3 (Commercial) shall pay a monthly fixed base rate based on size of water meter as follows:

Up to 3/4"	~~$20.82~~26.03
1"	~~$46.05~~57.56
1.5"	~~$88.29~~110.37
2"	~~$138.58~~173.22
3"	~~$273.17~~341.47
4"	~~$424.58~~530.72
6"	~~$845.16~~1,056.45

Plus, a charge for consumption per 100 cubic feet ~~$1.96~~2.46

CATEGORY 4 (Industrial) shall pay rates as set by individual contract, which contract shall not provide rates less than any of the categories 1 through 3.

IRRIGATION SYSTEMS shall pay a monthly base rate based on size of water meter as follows:

Up to 3/4"	~~$5.21~~6.51
1"	~~$6.86~~8.57
1.5"	~~$9.60~~12.01
2"	~~$12.91~~16.14
3"	~~$21.67~~27.09
4"	~~$31.56~~39.45
6"	~~$59.01~~73.77

Plus, a charge for consumption per 100 cubic feet ~~$4.30~~5.38

WATER FOR ~~CONSUMPTION ON PROJECTS AT CITY LOCATION~~CONTRACTOR PROJECT USE
(Ordinance No. 2023-16) ~~$4.86~~6.07 per 100 cubic feet plus
Water is dispensed only at the Sands Avenue Well. ~~125% of direct cost to city for~~a monthly $28.91
~~connection setup and delivery~~administration fee billed only when water is used

SEWER RATES
(Ordinance No. 2023-16)

SEWER RATES FOR USERS OF BOTH WATER AND SEWER

CATEGORY 1 (Single Family) *	~~$47.94~~51.30 per month plus ~~$8.18~~8.75 per 100 cu. ft. of water
CATEGORY 2 (Multi-Family)	~~$41.99~~44.93 per month/unit plus ~~$8.18~~8.75 per 100 cu. ft. of water
CATEGORY 3 (Commercial)	~~$147.41~~157.73 per month plus ~~$11.12~~11.90 per 100 cu. ft. of water
CATEGORY 4 (Industrial)	Set by individual contract

* Category 1: Sewer bills in the summer are reduced to the average of each property's billing during the winter to account for irrigation and similar water usage that doesn't go down the sewer.

SEWER RATES FOR USERS WITHOUT WATER SERVICE

The following monthly sewer rates apply to City sewer customers who are not connected to City water services.

For Users served by the City's Sewer Treatment Plant, the following rates apply:

CATEGORY 1 (Single Family)	~~$134.54~~143.96 per month/unit without meter
CATEGORY 3 (Commercial)	~~$180.69~~193.34 per ERU

SEWER RATES FOR CUSTOMERS SERVED BY THE SEWER DISTRICT NO. 7 TREATMENT PLANT

(Ordinance Nos. 2009-39 and 2023-16)
(Kitsap County Sewer District No. 7 Resolution # 2019-02)

Property contributing sewage to the Kitsap County Sewer District No. 7 Treatment Plant shall pay a monthly rate equal to the monthly rate applied to the City by Kitsap County Sewer District No. 7 per ERU (presently $67.28) for treatment plus:

Properties with Grinder Pumps	~~$31.69~~33.91 per ERU
Properties without Grinder Pumps	~~$26.08~~27.91 per ERU

SEWER PARTICIPATION CHARGE (SEWER DISTRICT NO. 7)

(Kitsap County Sewer District No. 7 Resolution # 2022-03)

(1) Residential – Single Family	$12,013.00 (Flat Fee)
(2) Commercial	$12,013.00 per ERU

Where "ERU" is defined as each set of 20-fixture units as shown on the schedule of fixture units on file with the Public Works Department – Engineering Division~~City Clerk~~.

C. STORM AND SURFACE WATER RATES

(BIMC 13.24, Ordinance No. 2017-22)
Storm and Surface Water fees are billed on Kitsap County property tax bills.

CHARGE PER IMPERVIOUS SURFACE UNIT (ISU)	~~$226.00~~236.00 annually

REDUCTIONS

(Ordinance No. 2015-20 and Resolution No. 2016-10)

Rate reductions for low-income seniors or disabled citizens As defined by BIMC 13.16.082.	50% discount

Categories other than Single Family Residence may apply for the following impervious surface rate reductions for:

Compacted Gravel Surfaces Used by Vehicles	25% discount
On-site Stormwater Mitigation Facility	up to 50% discount
Less than 15% Impervious Groundcover	50% discount

These discounts are not retroactive; they are granted at the sole discretion of the City; and they may not be used to reduce the charge to less than 50% of the fee.

D. ~~UTILITIES~~UTILITY FEES – OTHER

NEW ACCOUNT FEE OR TENANT SET UP FEE (Ordinance No. 92-24)	~~$11.00~~11.50
~~BILL TO OTHER THAN OWNER~~ ~~(Ordinance No. 92-24, Resolution No. 97-39)~~ ~~This fee is a setup charge and replaces the "New Account Fee" if applicable.~~	~~$27.50~~
~~CHARGE FOR DELINQUENCY NOTICE~~ ~~(Ordinance No. 92-24)~~ ~~This fee is charged each time the City mails a letter or notice of delinquency when account is delinquent.~~	~~$11.00~~
~~MULTIPLE BILLS~~ ~~(Resolution No. 2003-50)~~ ~~This fee is charged monthly, per bill sent.~~	~~$5.50~~
~~LEAK CHECK REQUEST, IF NO LEAK FOUND~~	~~$38.50~~
~~METER RE-READ, IF THE METER WAS NOT ACCESSIBLE~~ ~~(Resolution No. 2001-07)~~	
~~First Instance~~	~~$38.50~~
~~Subsequent Requests~~	~~$82.50~~

~~NOTICE OF TURN OFF, AT THE CITY'S REQUEST~~ ~~$22.00~~
~~(Ordinance No. 92-24)~~

SEASONAL TURN OFF ~~$82.50~~86.25
(Ordinance No. 92-24, Resolution No. 2016-10)

SERVICE RESTORED
(Ordinance No. 92-24, Resolution No. 2001-07)
- If Related to Seasonal Turn Off - During normal worked hours ~~(Includes Turn Off)~~ ~~$38.50~~40.25
- ~~If Turned off At City Request - During normal worked hours~~ ~~$27.50~~
- If Turned on Outside Normal Worked Hours ~~$82.50~~86.25

STANDARD DEVELOPER EXTENSION AGREEMENT PROCESSING FEE ~~$275.00~~285.00

UNAUTHORIZED TURN ON PENALTIES:
(Ordinance No. 92-24, Resolution No. 2001-07)
- Occupied Single Family Residences ~~$110.00~~115.00
- All Others, including residences under construction ~~$550.00~~575.00

~~WRITTEN RESPONSE TO BALANCE INQUIRY~~
~~(Ordinance No. 92-24, Resolution No. 2001-07)~~
~~See also Written Report to Escrow Company in Section 13~~
- ~~Billed to former owner (water and sewer service only)~~ ~~$5.50 per service~~
- ~~If received by City less than seven working days before transfer of ownership~~ ~~$55.00 surcharge~~

12. MISCELLANEOUS FEES

(Resolution No. 2023-10)

ALARM REGISTRATION FEE (Ordinance No. 2003-05, Resolution No. 2003-05)	~~$55.00~~57.50
BOAT DOCK MOORING FEE FOR FIRST 3 HOURS (Resolution No. 2009-03)	~~$.11~~.115 per foot for 3 hours or less
BOAT DOCK MOORING (Ordinance No. 93-32, Resolution No. 2009-03)	~~$.55~~.575 per foot per day for any time in excess of three consecutive hours
~~BUOY FEES~~ ~~(Resolution No. 2018-12)~~	~~$0.27 per foot for any time in excess of 3 consecutive hours in a 24-hour period~~
BOAT MOORAGE – DAVE ULLIN OPEN WATER MARINA ANNUAL LEASE	Lease amounts set by individual annual contracts
BOAT RAMP WITH BOAT TRAILER PARKING (Resolution No. 2017-03)	~~$8.81~~9.21 per day; ~~$88.08~~92.10 per year
BOAT RAMP-COMMERCIAL (GROUP) (Resolution No. 2009-03)	~~$22.00~~23.00 per day; ~~$220.00~~230.00 per year
BOAT HAND LAUNCH WITH CAR PARKING (Resolution No. 2009-03)	~~$5.51~~5.76 per day
BOAT DOCK, SPECIAL USE PERMIT (Ordinance No. 93-32, Resolution No. 2018-12)	~~$110.10~~115.00
BOAT IMPOUND REDEMPTION FEES (BIMC 12.24, Resolution No. 93-36)	~~$55.00~~57.50
BOAT DOCK UTILITY FEES (Resolution No. 2018-12)	Electrical fee of ~~$5.51~~5.76 per day at the City Dock
CABLE TV FRANCHISE FEE (Ordinance No. 96-22 and 47 U.S.C. §542(a) and (b)) Paid bi-monthly	5% of Gross Revenue
CABLE TV FRANCHISE FEE – PENALTY (Set by contract)	Variable
COLLECTION AGENCY FEE	

(Ordinance No. 97-29, Resolution No. 98-06)

Charged whenever the City deems it necessary to use a collection agency in order to collect amounts owed to the City.

Amount owed is $100.00 or less	100% of Amount Owed
Amount owed is over $100.00	50% of Amount Owed

CONCESSIONS FROM VENDING MACHINE — Variable

DEVELOPER EXTENSION AGREEMENT — ~~$275.00~~285.00

DISHONORED CHECK CHARGE — ~~$22.00~~23.00
(Ordinance No. 92-24, Resolution No. 92-39)

DUI EMERGENCY RESPONSE FEE — ~~$165.00~~172.00
(Ordinance No. 98-21, Resolution No. 98-42)

ELECTRIC CAR CHARGING AT CITY-OWNED CHARGING STATIONS — $0.30/KwH
The City owns two charging stations in front of Blackbird Bakery.

~~ESCHEAT TRANSACTION PROCESSING FEE~~ — ~~$11.00~~
~~(Ordinance No. 92-24, Resolution No. 92-39)~~

FALSE ALARM FEES
(Ordinance No.2003-05, Resolution No. 2003-05)

Second response (within six months of the initial false alarm)	Warning letter sent~~$55.00~~
Third response	~~$110.00~~115.00
Fourth and subsequent responses	~~$275.00~~285.00/response

LATECOMERS AGREEMENT PROCESSING FEE — Hourly Rate
(Resolution No. 2000-33)

LIEN FILING FEE — ~~$110.00~~115.00
(Ordinance No. 92-26, Resolution No. 92-44)

LIEN RELEASE FEE — ~~$110.00~~115.00
(Ordinance No. 92-26, Resolution No. 92-44)

L.I.D. PETITION PROCESSING FEE — ~~$275.00~~285.00

MAPS — See Copies

NOTARY SERVICES — ~~$5.50~~5.75
(BIMC 12.20, WAC 308.30.020) — Waived for City employees or City Work

PARADE PERMIT — See Special Event Permit

PASSPORT PROCESSING
Applications are processed at the Municipal Court by online appointment only.

Initial application or renewal (this fee is retained by the City but set by the US Department of State)	$35.00
Passport photo, if needed	$11.50

POLICE SECURITY SERVICES (Minimum 3 hours)	~~$110.00~~115.00 per hour
PROCESS SERVICE FEE (Ordinance No. 92-24, Resolution No. 92-39)	~~$27.50~~28.75

REPORT TO ESCROW COMPANIES
(Ordinance No. 92-24, Resolution No. 2007-12)
Waived if no investigation required. These charges are in addition to the charges in Section 12, if applicable.

Electronic utility and lien search	~~$27.50~~28.75 flat fee
Manual utility and lien search	~~$38.50~~40.25 flat fee

RIGHT-OF-WAY USE PERMITS
(Ordinance No. 2014-24 and Resolution No. 2014-15)

Type A – Right-of-Way Short-Term Use	~~$165.00~~172.00
Type B1 – Right-of-Way Disturbance	~~$275.00~~285.00
Type B2	
a. Annual Bulk Purchase Right-of-Way Permit	~~$550.00~~575.00
b. Processing Fee for each City Permit issued under Bulk Purchase Permit (Includes on inspection per cut or use)	~~$55.00~~57.50
Type C – Right-of-Way Long-Term Use	~~$275.00~~285.00
Type D – Right-of-Way Franchise Utility Routine Maintenance	~~$1,101.00~~1,150.00
Type A through D – Right-of-Way Additional Inspections, each	~~$55.00~~57.50

ROAD NAME PETITION (fee waived if part of land subdivision)	390.00
~~ROAD SIGN-PRIVATE (Resolution No. 93-22)~~	~~$137.00~~
ROAD VACATION (Ordinance No. 91-22, Resolution No. 93-22)	~~$275.00~~285.00
SIDEWALK CAFÉ PERMIT (Ordinance No. 2014-16, Resolution No. 2014-11)	~~$110.00~~115.00
~~SIGN REMOVAL (Ordinance No. 92-24, Resolution No. 92-39)~~	~~$27.50~~
SPECIAL EVENT PERMIT	~~$27.50~~75.00

TRANSPORTATION BENEFIT ~~DISTRICT~~FUND VEHICLE LICENSE FEE (RCW 36.73.065, Resolution Nos. 2019-08 and ~~2019-23~~2022-25)[1] The City has a rebate program for income qualified residents. Check the City's website for eligibility and an application.	~~$33.00~~40.00
VISA/CITIZEN/IMMIGRATION DOCUMENTS (Ordinance No. 92-24, Resolution No. 92-39)	The City no longer~~$5.50~~ processes these documents
WATER SATELLITE SYSTEM CHARGES (Resolution No. 2000-33)	
ANNUAL FEE (no samples included)	~~$110.00~~115.00
SATELLITE WATER SAMPLES – BACTERIOLOGICAL	Hourly Rate
SATELLITE WATER SAMPLES – ALL OTHER	Hourly Rate

~~1 The City has a rebate program for income qualified residents. Check the City website for eligibility and application.~~

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Interlocal Agreement between Kitsap County for the Provision of Juvenile Detention Facilities - Police,

SUMMARY: The City of Bainbridge Island wishes to enter into an agreement with Kitsap County to use their facility as the place of confinement for juvenile offenders lawfully committed to the City's custody.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Authorize the City Manager to execute the Interlocal Agreement for the provision of juvenile detention facilities with Kitsap County.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Kitsap County is authorized by law to operate a Juvenile Detention Facility for juvenile offenders. The City of Bainbridge Island does not have or operate such a facility and wishes to enter in to an agreement with the County as its agent for this purpose. If approved, this contract replaces the existing agreement which expires December 31, 2023.

ATTACHMENTS:

2024 Juvenile Detention Facilities KC-056-24 Partially Executed.pdf

FISCAL DETAILS: The approved 2024 budget provides $105,000 for the housing and care of lawfully detained adults and juveniles.

Fund Name(s): General Fund

Coding: 51011236/551000

KC-056-24

AGREEMENT FOR PROVISION OF JUVENILE DETENTION FACILITIES BETWEEN KITSAP COUNTY AND THE CITY OF BAINBRIDGE ISLAND

This AGREEMENT FOR THE PROVISION OF JUVENILE DETENTION FACILITIES ("Agreement") is entered into by and between Kitsap County ("County"), a political subdivision of Washington State, and the City of Bainbridge Island, a municipal corporation of Washington State ("City").

RECITALS

WHEREAS, the County is authorized by law to operate the Kitsap County Juvenile Detention Facility ("Detention Facility") to confine juvenile offenders;

WHEREAS, the City does not possess sufficient facilities to confine juvenile offenders;

WHEREAS, the County has space available in its Detention Facility and is amenable to making such space available to confine the City's juvenile offenders, pursuant to the lawful authority of the City, for a rate of compensation as mutually agreed to by the parties; and

WHEREAS, the County and the City have determined that it would be mutually beneficial to the parties to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the parties agree as follows:

SECTION 1 DEFINITIONS

1.1 "Admitted" or" Admission" of the Juvenile by Kitsap County will occur when the Detention Facility staff has advised City's Representative that the Juvenile presented to the Detention Facility for confinement has been accepted for admission by the Detention Facility, the booking process completed, and Kitsap County has taken physical control of the Juvenile.

1.2 "Additional Health Care Services" means any medical, mental health, dental or other form of health care and/or treatment provided to a Juvenile not routinely provided by Kitsap County's in-house health care provider in the Detention Facility, regardless of where such services are provided including, without limitation, emergency medical services, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral.

1.3 "Bed-Day" means any consecutive period of time exceeding 12 hours during which a Juvenile is in the custody of the Kitsap County Juvenile Department Detention Facility, which includes booking.

1.4 "Booking" means the process in which the Juvenile's personal data is recorded, the City's Representative confirms the Juvenile's identity and the lawful basis for confinement, and any other screening process routinely required by the Detention Facility prior to Admission.

1.5 "City Representative" means an authorized member of the City of Bainbridge Island Police Department or other authorized representative of the City.

1.6 "Detention Facility" means Kitsap County Juvenile Department Detention Facility.

1.7 "Detention Manager" means the Manager of the Kitsap County Juvenile Detention Facility or his/her designee.

1.8 "Gravely Disabled" means a person who, as a result of a mental disorder, is in danger of serious physical harm resulting from a failure to provide for his/her essential human needs of health or safety; or manifests severe deterioration in routine functioning evidenced by repeated and escalating loss of cognitive or volitional control over his/her actions and is not receiving such care as is essential for his/her health or safety.

1.9 "Juvenile" means a youth under the chronological age of eighteen years of age arrested on a Bainbridge Island warrant or by the City's law enforcement officers for violation of a law for which confinement of a juvenile is lawful.

1.10 "Partial Bed-Day" means any consecutive period of time of 12 hours or less during which a Juvenile is in the custody of the Kitsap County Juvenile Detention Facility, which includes Booking.

SECTION 2 SERVICES

2.1 This Agreement is limited to the detention of juveniles for offenses which are within the jurisdiction of, and charged within, the Bainbridge Island Municipal Court under RCW 13.040.030(1)(e)(iii).

2.2 The County agrees to accept Juveniles for confinement in the Detention Facility and the City agrees to compensate the County for such services as provided in this Agreement.

2.3 Confinement of a Juvenile will not exceed thirty (30) consecutive calendar days, unless otherwise agreed to by the County on a case-by-case basis.

2.4 The County will provide the Juveniles confined in the Detention Facility with access to the same education, medical, dental, and other services provided to other juveniles confined in the Detention Facility as required by law and County policy and procedures.

2.5 Juvenile Compliance. All Juveniles confined in the Detention Facility shall be subject to and expected to comply with all Detention Facility rules, including those related to discipline, emergency, safety, and security rules.

2.6 Juveniles Exceeding 18 years. Upon the prior written request from the City, the County may continue to confine the City's Juveniles in the Detention Facility beyond the age of 18 years, but in no event older than 21 years of age.

2.7 Right of Refusal. The County at all times and for all purposes under this Agreement retains the absolute right in its sole discretion to reject, limit, or revoke the acceptance of any or all Juvenile(s), or any other person, for confinement in the Detention Facility at any time and for any reason whatsoever.

2.8 Non-Detention Services. Court services, probation services, or the like, shall continue to be the sole responsibility of the City and are not subject to this Agreement.

SECTION 3 TERM

This Agreement shall commence on January 1, 2024, and terminate on December 31, 2024, unless terminated or extended. This Agreement may be extended for additional consecutive one (1) year periods at the mutual written agreement of the parties, not to exceed a total of three (3) years. Neither party has an obligation to extend this Agreement.

SECTION 4 TERMINATION

This Agreement may be terminated by either party, at the mutual convenience of the party, upon 60 days prior written notice to the Contract Representative of the other party. The notice shall identify the specific plan for accommodating the removal of the Juveniles affected by the termination. In the event of termination, the City shall at its own expense, transport the Juveniles from the Detention Facility on or before the effective date of the termination.

SECTION 5 COMPENSATION AND BILLING

5.1 Bed-Day Rate/Housing. The City shall pay the County a basic fee of One Hundred Fifty Dollars ($150.00) per bed-day for every Juvenile confined in the Detention Facility.

5.2 Partial Bed-Day Rate. The City shall pay the County a partial bed-day fee of Seventy-five Dollars ($75.00) per partial bed-day for every Juvenile confined in the Detention Facility.

5.3 Method of Billing. County will invoice the City monthly for amounts due the County under this Agreement for services provided in the previous month. Such fees shall be due and payable by the City within thirty (30) days from the billing date. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the City shall be responsible for the payment of all collection costs, including reasonable attorney fees, associated with the collection of late payments.

5.4 Annual Increase. The bed-day and partial bed-day rate shall be increased annually by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor for the prior 12-month period ending in December; provided, however, the increase shall not be more than six percent (6%) of the amount for the prior year.

5.5 Other Costs. The City shall promptly pay all other costs, including those for Additional Health Care Services to the County or third parties as provided herein.

SECTION 6 PRESENTATION AND ADMISSION

6.1 Prior Verification. *Prior* to presenting a Juvenile for confinement, the City's Representative shall contact the Detention Facility and obtain verification from the Detention Manager that the Detention Facility may Admit the Juvenile for confinement and ensure the order authorizing confinement contains a provision authorizing the Detention Manager to provide emergency medical treatment to the Juvenile. Prior verification does not guarantee Admission by the Detention Facility.

6.2 Presentation. When presenting a Juvenile to the County for confinement, the City Representative shall remain at the Detention Facility with the Juvenile and comply with all requirements of this

Section and all Detention Facility procedures and rules until the Juvenile has been admitted.

6.3 Prohibitions

A. Any Juvenile who is unconscious, under the influence of alcohol and/or drugs (as determined by Kitsap County), or Gravely Disabled may not be Admitted into the Detention Facility.

B. Any Juvenile with significant injuries, or who reports that he/she is currently experiencing significant medical or mental health issues, may be Admitted in the Detention Facility only when the Juvenile has been medically cleared for confined Detention by a medical doctor, nurse practitioner, or other equivalent medical personnel, and approved by Kitsap County.

6.4 Certification. The City is at all times solely responsible for determining that all Juveniles presented by City Representatives to the County for confinement are lawfully detained and confined, and certifies the same by the act of presenting the Juvenile for confinement to the Detention Facility. The City shall defend, indemnify and hold the County harmless as provided herein for any claim or action resulting from the detention of a Juvenile wrongfully presented by the City, or its representative, to the County for confinement.

6.5 Intake Assessment. When presenting a Juvenile to the Detention Facility for confinement, the City's Representative shall provide the Detention Facility staff with the following:

A. Duration/Conditions - provide copies of all records in the possession pertaining to the Juvenile's confinement, which includes without limitation, all relevant court orders which identify the duration and other terms of confinement.

B. Emergency Medical Treatment - ensure the order of confinement contains authorization for Director of Kitsap County Juvenile Detention Facility to provide the Juvenile emergency medical treatment.

C. Intake Assessment - provide all information requested on the Detention Facility Intake Assessment attached hereto as **Exhibit A.**

D. Parental Consent (Medical Treatment) - provide a signed copy of the Parental Consent for Medical Treatment and a copy of any medical insurance coverage information for the Juvenile in the event the Juvenile requires medical treatment while in the Detention Facility. See **Exhibit B - Parental Consent for Medical Treatment.** The City is and remains responsible for obtaining all consents and providing medical insurance coverage information.

E. Medical/Mental Health Status - provide a copy of the Juvenile's medical records in the City's possession and advise the Detention Facility staff of all information known about a Juvenile's medical and mental health status (current and historical), including the Juvenile's psycho-sexual history.

F. Drugs/Alcohol - inform the Detention Facility staff of all information known about the Juvenile's alcohol and drug usage (current and historical).

G. ADA Accommodations - inform the Detention Facility staff of any known accommodation needs of the Juvenile consistent with the requirements of the Americans with Disabilities

Act.

H. Information - provide all relevant information available regarding the Juvenile and such other information/documentation routinely required by the Detention Facility.

6.6 Admission. The City's Representative transporting the Juvenile to the Detention Facility shall remain at the Detention Facility with the Juvenile until advised by the Detention Facility staff that the preliminary portion of the booking procedure has been completed and the Juvenile has been admitted into the Detention Facility.

6.7 Personal Property. Upon Admission of the Juvenile for confinement, County agrees to accept and store the Juvenile's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require approval from County. Any personal property not removed from the Detention Facility by the Juvenile upon the Juvenile's release from the Detention Facility will be deemed to be abandoned and automatically become the property of the County without the requirement of further court action.

6.8 Notice. The County will use reasonable efforts to advise the City if a Juvenile is being detained by another law enforcement agency on a warrant issued by the City.

SECTION 7 LEGAL REPRESENTATION- JUVENILE

The City shall be responsible for responding to requests for legal assistance or legal representation made by the Juvenile confined in the Detention Facility. The County will notify the City of any requests for legal assistance or legal representation made by a Juvenile to a County detention officer.

SECTION 8 TRANSFER AND RELEASE

8.1 Release. The Juvenile may be released from confinement from the Detention Facility as provided below:

A. Request by City. The Juvenile may be released to the City's Representative upon written direction or verified verbal direction from the City's Representative.

B. Court Order/Bail. The Juvenile may be released by valid court order or posting of bail.

C. Treatment. The Juvenile may be released due to medical, mental health, dental treatment or any other health care services not available within the Detention Facility.

D. Emergency/Catastrophe. The Juvenile may be released in the event of any emergency or catastrophic condition occurring that poses a reasonably imminent danger to the safety of the Juvenile or County personnel. The decision to release or remove persons from the Detention Facility will be at the sole discretion of the County. In such cases, the County will provide the City reasonable notice of the removal and shall exercise reasonable care for the safekeeping and custody of the Juvenile(s) so removed.

8.2 Resumption of Custody. The City shall be deemed to have resumed custody of the Juvenile upon the County's presentation of the Juvenile to the City, or upon the City's Representative taking physical control of the Juvenile.

SECTION 9 TRANSPORTATION AND SECURITY

9.1 Transportation. Unless otherwise agreed, the City shall be responsible for all transportation of Juveniles, which includes the delivery and pickup of the Juveniles for all purposes under this Agreement.

9.2 Release. A City Representative shall be promptly available to pick up the Juvenile when released from the Detention Facility, regardless of the basis of the release. Promptly available means immediately available, and in no event longer than four (4) hours after the City receives notice from the County of the Juvenile's release. Notice for this purpose may be a written or oral notice from the Detention Facility to the City.

9.3 Reimbursement - Transportation/Security. In the event that the County provides the transportation, regardless of the reason, the City shall be required to reimburse the County for all costs of transportation and associated security incurred by the County to secure emergent medical evaluations, emergency treatment and to support the reasonable necessary operational needs of the Detention Facility. The cost for transportation and custodial security time performed by County staff shall be the Internal Revenue Service mileage rate in effect at the time of the service performed and the current cost to provide a detention officer (currently $40.14 per officer per hour).

SECTION 10 HEATH CARE

10.1 Services Provided. Upon County's Admission of the Juvenile, the County will provide the Juvenile at no additional charge the routine medical services that are readily available to other detainees from the County's in-house third-party health care provider for which the health care provider does not render a separate billing for providing such service to a detainee. Services for which a separate billing is provided are considered Additional Health Care Services.

10.2 Reimbursement. The City shall reimburse County for its proportion of all Additional Health Care Services and associated costs and expenses in providing such services to a Juvenile. Reimbursement shall be paid directly to the County or third parties, as directed by the County.

10.3 Hospitalization. In the event a Juvenile is hospitalized, the County will advise the City. The City's Representative will advise the County if the City will be providing the security or requests the County to do so. If the City is to provide the custodial security, the Juvenile shall be released to the custody of the City. If the County agrees to provide the custodial security for the Juvenile, the City shall be responsible for reimbursing the County for all costs associated with the transportation and custodial security, as provided in Section 9.

10.4 Emergency/Non-emergent Care (outside) Facility - Notification. The County will use reasonable efforts to notify the City within four (4) business hours of transport (Monday-Friday, 9am- 5pm) of emergent care for a Juvenile outside the Detention Facility. For non-emergent care outside of the facility, the County will use reasonable efforts to notify the City before noon on the next business day after the transport occurs. Lack of notice will not relieve the City of its reimbursement obligations to Kitsap County.

10.5 No Waiver of Right to Seek Reimbursement. Nothing in this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, or from the Juvenile, his or her parent/guardian, or any other responsible

third-party.

SECTION 11 INSURANCE AND INDEMNIFICATION

11.1 Insurance. The County and City shall maintain, throughout the term of this Agreement, insurance adequate to protect both parties against claims that may arise as a result of the performance of this Agreement. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect the County and the City against loss, and as ordinarily carried by municipalities engaged in similar operations. Upon request of the other party, the County and City shall provide evidence of liability coverage.

11.2 Indemnification. The City agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense whatsoever, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from: i) the City's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the City, its appointed and elected officials, employees and agents; ii) the wrongful detention of a Juvenile as a result of the City's actions or failure to act; and/or iii) failure or refusal to timely release a Juvenile as a result of the City's actions or failure to act.

11.3 To the extent the claim, damages, losses and expenses are cause by intentional acts of or by the concurrent negligence of Kitsap County, its officers, agents, or employees, the City's indemnification obligation hereunder shall be limited to the City's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

11.4 Kitsap County agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from: i) Kitsap County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of Kitsap County, its appointed and elected officials, employees and agents; ii) wrongful detention of a Juvenile as a result of Kitsap County's actions or failure to act; and/or iii) Kitsap County's failure or refusal to timely release a Juvenile.

11.5 To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the City, its officers, agents, or employees, Kitsap County's indemnification obligation hereunder shall be limited to Kitsap County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

11.6 Solely for the purposes of this indemnification provision, the City expressly waives any immunity derived from Title 51 (Industrial Insurance) of the Revised Code of Washington or the City's equivalent thereof, and acknowledges that this waiver was mutually agreed upon by the parties.

11.7 Obligations/Notice of Claim. County will provide the City notice of the assertion of liability by a third party that may give rise to a Claim by County against the City based on the indemnity contained herein. City shall promptly advise County in writing, which shall in no event exceed 14 calendar days from the notice date, whether City accepts or denies tender of the claim. City shall reimburse County for all fees and costs of defense whether incurred before or after the notice of claim. City shall keep County timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but not the obligation, to participate in the defense and such participation shall not constitute a waiver of City's indemnity and defense obligations under the Contract.

SECTION 12 GOVERNING LAW

Governing Law/Venue. The Agreement, and the Juvenile(s) confined under this Agreement, shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions. Any action arising out of, related to or in connection with this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

SECTION 13 CONTRACT REPRESENTATIVES

Unless otherwise provided herein, any required notice will be in writing and deemed given and received either on the date personally served to the other party's Contract Representative or on the third day after the date of the postmark of deposit by registered or certified first class U.S. mail, postage prepaid and properly addressed to the Contract Representative as follows:

County
Michael S. Merringer, Director
Kitsap County Juvenile and Family Court Services
1338 SW Old Clifton Road
Port Orchard, WA 98367

City
Joseph Clark, Chief of Police
Bainbridge Island Police Dept.
625 Winslow Way East
Bainbridge Island, WA 98110

SECTION 14 NON-DISCRIMINATION

The parties in the performance of this Agreement shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

SECTION 15 INDEPENDENT CONTRACTOR

For all purposes, each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, or subcontractor of one party shall not be deemed or construed to be the employee, agent or subcontractor of the other for any purpose whatsoever including responsibility for any federal or state tax, industrial insurance or social security liability.

SECTION 16 ACCESS AND RECORDS

16.1 Access - Detention Facility. The City shall have the right to inspect, at mutually agreeable times, the Detention Facility in order to confirm the County maintains standards acceptable to the City and that its detainees are treated appropriately. The County agrees to manage, maintain and operate

its Detention Facility consistent with applicable federal, state and local laws.

16.2 Access to Juveniles. City law enforcement shall have the right to interview Juveniles at any reasonable time within the Detention Facility and the option to use the Detention Facility interview rooms.

16.3 Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each Juvenile consistent with the record keeping by the County for all other detainees. The County will keep records of all medical, mental health or dental services it provides to a Juvenile as required by law. The County agrees to share all information, including insurance information, regarding a Juvenile with the City as authorized by law.

SECTION 17 GENERAL PROVISIONS

17.1 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party including acts of God, terrorism and other acts of public enemy, war, epidemics or quarantine restrictions.

17.2 No Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

17.3 Priority. The Detention Facility policies and rules shall apply for all purposes, unless they conflict with the terms and conditions of this Agreement. In the event of conflict, this Agreement will control.

17.4 Modification. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by both parties.

17.5 Assignment/Delegation. Neither party may assign or delegate its rights, nor its responsibilities under this Agreement to a third party, without the prior written consent of the other party. Any purported assignment or delegation in violation of the subsection is void.

17.6 Severability. The provisions of this Agreement are severable. Any term or condition of the Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

17.7 Third-Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the County and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and the City, and not for the benefit of any other party.

17.8 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails

to object to it.

17.9 Entire Agreement. The parties acknowledge that this Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded.

17.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17.11 Counterparts/Electronic Signatures. This Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

17.12 Survival. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive such as references to compensation and indemnification. Those provisions include, but are not limited to, Sections 5 (Compensation and Billing); 6 (Presentation and Admission); 9 (Transportation and Security); 10 (Health Care); 11 (Insurance and Indemnification); 12 (Governing Law); 15 (Independent Contractor) and 17 (General Provisions).

17.13 Authorization. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

Approved and Executed this __ of _____, 2023

CITY OF BAINBRIDGE ISLAND

BLAIR KING, City Manager

Approved and Executed this 27 of November 2023

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Katharine T. Walters

KATHERINE T. WALTERS, Commissioner

Christine Rolfes

CHRISTINE ROLFES, Commissioner

ATTEST: Dana Daniels

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

EXHIBIT A
DETENTION FACILITY INTAKE ASSESSMENT

Juvenile Name:	DOB:	JCS #:
Address		Phone:
Legal Guardian:		LG DOB:
Address:		LG Phone:

Examiner's Observations

Vitals:	Temp: _____ Height _____ Weight _____		
1.	**Consciousness concerns** (e.g. unable to speak smoothly / with coherent thought) *Describe:*	Yes	No
2.	**Signs of drug or alcohol withdrawals** (e.g. seizure, shakes, pinpoint pupils, vomiting) *Last alcohol or substance use (what/when):*	Yes	No
3.	**Injury / trauma concerns** (e.g. sign of head injury or open wounds) *Describe:*	Yes	No
4.	**Breathing concerns** (e.g. unable to complete sentences, or alters posture to breath) *Describe:*	Yes	No
5.	**Infection concerns** (no fever, night sweats, weight loss, cough, vomiting, diarrhea) *Describe:*	Yes	No
6.	**Acute skin concerns** (e.g. spreading rash, swelling, discharge, needle marks) *Describe:*	Yes	No
7.	**Currently pregnant** *First day of last period:*	Yes	No

→ *If "Yes" to any, follow ER protocol and inform on-call PCHS medical provider that day*

8.	**Acute behavioral concerns** (e.g. suicidal ideation or assaultive) *Describe:*	Yes	No

→ *If "Yes", follow ER protocol and inform County Behavioral Health Provider that day*

9.	**PHYSICAL HEALTH CONCERNS:** *(Circle any / all that apply)* (Asthma, Diabetes, Seizures, Kidney / Liver problems, HIV, TB, hepatitis)	Yes	No
10	**MENTAL HEALTH CONCERNS:** *(Circle any/all that apply)* (Bipolar, Eating disorder, PTSD, Psychosis, Overdose history, Suicidal ideation)	Yes	No
11.	**Food, Drug, Latex Allergies** *(list below)*	Yes	No

Allergy:	Reaction
Allergy:	Reaction

12.	**Medications** *(list below)*	Yes	No

Name:	Dose:	Freq:
Name:	Dose:	Freq:
Name:	Dose:	Freq:

→ *Call PCHS at time of booking if detainee has medications but NOT with them!*

Detention Officer:	Date:	Time:

EXHIBIT B
PARENTAL CONSENT FOR MEDICAL TREATMENT

KITSAP COUNTY JUVENILE DETENTION CENTER
HEALTH SERVICES
Parental Consent for Medical Treatment

I, _____, parent/legal guardian of _____,
a detainee at the Kitsap County Juvenile Detention Facility (KCJDF), do hereby give my consent for routine and/or emergent medical or dental care and/or immunizations, as deemed necessary by the Health Services staff or the Detention Specialist staff.
- In the event my child develops a medical or dental problem beyond the capabilities of the KCJDF Health Services, I authorize the medical or dental facility and the medical or dental provider to which my child is referred, to evaluate and treat as indicated.
- I further authorize the medical or dental facility and the medical or dental provider to release such information as may be needed for the completion of hospital claims, to any insurer or to the KCJDF and Health Services staff for the determination of follow-up treatment.
- I also agree to be financially responsible for any and all medical and dental care, including prescriptions that may be necessary for my child.
- I further authorize the KCJDF staff, under the direction of the Health Services staff; to administer any approved prescription or over-the-counter medications, to my child pursuant to the prescribed medical indications and directions on the container. All approved medications given my child shall be appropriately recorded.

***PARENT NOTIFICATION:**

___ HIPAA rights notification available online and/or available for print upon request
___ Visitation times and procedure have been explained
___ Court time and/or probable-cause weekend procedure has been explained

Medical Insurance: _____ **Group:** _____ **Policy #:** _____

CARE TEAM:

Primary care provider (PCP): Name: _____ Phone: _____

Specialists: Name: _____ Phone: _____

Case manager (DSHS, school, etc)? Name: _____ Phone: _____

**Health Services staff to notify / coordinate efforts with care team outside detention center as able / appropriate.*

Other information we should know about your child? _____

_____

This authorization is valid from this date of this authorization until the minor has completed all detention time under this Cause Number as ordered by the Court, or until the minor has reached the age of consent.

_____ _____
Parent / Guardian / Other Date Time

_____ DO# _____ _____
Detention Officer/Probation Officer Date Time

VERBAL Consent

Verbal consent given by _____, parent and/or legal guardian of named juvenile, for the medical and/or dental care listed above by telephone conference with the Detention Intake Officer(s).

(Two Detention Officers' signatures are required when receiving verbal medical consent)

Detention Officer #1 _____ **DO#**_____ **Date:**_____ **Time:**_____

Detention Officer #2 _____ **DO#**_____ **Date:**_____ **Time:**_____

Updated for use effective 12/01/2023

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2023-23 Relating to the 2023 2nd Budget Amendment and Updated Capital Improvement Plan Amendments - Finance,

SUMMARY: This is the second and final proposed budget amendment for 2023. State law requires that any changes to the current 2023-2024 Biennial budget appropriation levels be brought to Council for consideration and adoption via a budget amendment ordinance. The Finance Department brings budget adjustments to the Council for consideration on a routine basis but no less than twice per year.

Ordinance No. 2023-23 for Council consideration is the second and final proposed amendment for the 2023 budget. It would increase the 2023 budget by a total of $1,921,567, which includes $1,896,567 (99% of the total) previously approved by Council during various business meetings earlier this year. The one remaining item totaling $25,000 relates to a professional services agreement with Design West Engineering to identify the site for the Ted Spearman Justice Center (TSJC) Carbon Offset capital project.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION: Adopt Ordinance No. 2023-23 relating to the City's 2023 modified budget and the 2023 update to the 2023-2028 Capital Improvement Plan.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	$1,921,567 - $130,000 in revenue = $1,791,567 Net appropriation
Ongoing Cost:	$0
One-Time Cost:	$1,921,567
Included in Current Budget?	No

BACKGROUND: Please see the attached transmittal memo for a detailed overview of all requested items. Please see Exhibit A, attached and incorporated into this ordinance by reference, for the revised 2023 budget summary by fund. Please see attached Exhibit B for more details explaining the charges incorporated in Exhibit A. Please see Exhibit C for capital project pages updated to include the increases to capital projects included in the budget amendment.

ATTACHMENTS:

Ordinance No 2023-23 Memo of 2023 BUA-2_FINAL.docx

Ordinance No. 2023-23 2023 2nd Budget Amendment.docx

Ordinance No. 2023-23 Exhibit A.pdf

Ordinance No. 2023-23 Exhibit B.pdf

Ordinance No. 2023-23 Exhibit C CIP Project Pages.pdf

FISCAL DETAILS: The following fund appropriation changes included in Ordinance No. 2023-23:

General Fund - $1,468,782

Street Fund - ($16,620)

Capital Construction Fund - $100,000

Water Fund - $ 70,000

Sewer Fund - $ 238,205

Stormwater Fund - $61,200

Total = $1,921,567

In addition, there is a total of $130,000 in revenue to support these requests bringing the total net appropriation to $1,791,567

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department
Memorandum

Date: December 12, 2023

To: City Council
Blair King, City Manager

From: DeWayne Pitts, Director of Finance and Administrative Services

Subject: City of Bainbridge Island 2023 BUA-2 (Final BUA)

The Finance and Administrative Services Department brings budget adjustments to the Council for consideration on a regular basis. Attached for Council's consideration is an ordinance with the second of two 2023 budget amendment ordinances planned for the year. The proposed ordinance also includes a small amendment to the 2023-2028 Capital Improvement Plan (CIP). The following budget amendments are proposed:

Operating Requests – 6 items - $320,000 in One-Time Costs

- Short-Term Rental Ordinance 2023-2026 - $20,000 One-Time Increase – General Fund: Council approval date: September 26, 2023. Services contract to support new BIMC changes to monitor short-term rentals.
- Comprehensive Plan - $44,000 One-Time Increase – General Fund: Council approval date: October 24, 2023. Amendment to the professional services agreement for periodic update to the Comprehensive Plan with Nexis Planning Services.
- Ted Spearman Justice Center (TSJC) Carbon Offset Project Site Evaluation - $25,000 One-Time Increase – General Fund: Professional services agreement with Design West Engineering to identify the site for the TSJC Carbon Offset capital project.
- Public Art Plan - $50,000 One-Time Increase – General Fund (Public Art Subfund): Council approval date: October 25, 2022. *This item was originally approved in the final budget amendment of 2022, but was never spent or encumbered. The previously appropriated budget lapsed at the end of 2022 and now needs to be reappropriated*. This budget amendment supports the review and update of the City's public art plan which was last updated in 2003.
- Wastewater Beneficial Reuse - $126,000 One-Time Increase – Sewer Fund: Council approval date: June 27, 2023. Amendment # 2 to the professional services agreement with HDR Engineering for conceptual design of the Wastewater Beneficial Reuse project. Supported by transfer from the General Fund ARPA designated project funds.
- State National Pollutant Discharge Elimination System (NPDES) Grant - $55,000 One-Time Increase – SSWM Fund: Council approval date: September 12, 2023. Municipal Stormwater

Capacity-Building Grant through Washington State Department of Ecology for 2023-2025. This request increases related spending authority in 2023 by $55,000.

Capital Projects – 3 Item, Total of $295,000

- Ted Spearman Justice Center Solar Panels - $100,000 Increase – Capital Construction Fund: Council approval date: June 27, 2023. Increase in capital funding to add solar panels to the top of the TSJC building.
    - *New project total: $21,520,000*
- Winslow Water Tank Graphic - $70,000 Increase – Water Fund: Council approval date: August 8, 2023. Graphic design on the Winslow water tank, supported by the General Fund.
    - *New project total: $22,334,000*
- Replace Olympic Drive Pump Station Generator - $125,000 Increase – Sewer Fund: Council approval date: October 24, 2023. Pump replacement required due to fire damage. $75,000 of the costs will be covered by the City's insurance.
    - *New project total: $125,000*

Technical Requests – 4 items – $1,306,567

- Madison Ave Non-Motorized Improvements: a portion of the $2 million in ARPA funds provided to support this project were claimed against General Fund expenditures in April 2023. As a result, a transfer is needed to replace the revenues claimed by the General Fund.
    - General Fund: $1,313,162
- ADA Transition Plan: move $16,620 of the $109,033 budget from Street Fund to the General Fund for the portions of the contract that do not involve transportation/mobility.
    - General Fund: $16,620
    - Street Fund: ($16,620)
- Water Quality & Flow Monitoring Professional Services: move $6,200 out of the Sewer Fund where it was moved in error during BUA-1, and into the Stormwater Fund.
    - SSWM Fund: $6,200
    - Sewer Fund: ($6,200)
- 2022 Carryover Cleanup: remove $6,595 in operating budget for WWTP Capacity upgrade budget. Project originated as operating, and was rescoped into a capital project in 2022. A small portion of the operating budget was carried over in addition to being added to capital budget during to 2022 carryover, resulting in a duplication error.
    - Sewer Fund: ($6,595)

The total of all 2023 requests is $1,921,567.

With these proposed adjustments, the 2023 budget continues to meet the City's guiding fiscal priorities; hold recurring expenses less than recurring revenues, and fully fund all policy reserves.

Thank you for your consideration of these requests.

ORDINANCE NO. 2023-23

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2023-2024 biennial budget and associated provisions of the 2023-2028 Capital Improvement Plan and providing for uses not foreseen at the time the budget was adopted.

WHEREAS, on November 8, 2022, the City Council adopted the 2023-2024 biennial budget via Ordinance No. 2022-19; and

WHEREAS, on March 14, 2023, the City Council adopted funding for carryover items for work funded in 2022 but to be performed in 2023 via Ordinance No. 2023-07; and

WHEREAS, on June 27, 2023, the City Council adopted a revised budget for 2023 via Ordinance No. 2023-15; and

WHEREAS, a number of situations have occurred during 2023 which require the City to expend money on items, projects, and categories not included in the 2023 budget and to adjust the 2023-2028 Capital Improvement Plan accordingly.

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

Section 1. Ordinance No. 2023-15 and the 2023 budget are each amended as shown in the attached Exhibit A.

Section 2. Attached hereto as Exhibit B and as hereby incorporated fully into this ordinance, are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the revised budget.

Section 3. In that some of the budget expenditures that are the subject of this ordinance directly relate to the City's 2023-2028 Capital Improvement Plan, the project pages in the 2023-2028 Capital Improvement Plan for the specific projects that are the subject of this ordinance are amended to read as shown in the attached Exhibit C.

Section 4. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2023-2024 biennial budget and the 2023-2028 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 5. Because the amounts of revenues and expenditures to be recorded in the Building and Development Services Fund are not clearly fixed and because the Building and Development Services Fund receives operating transfers from the General Fund, this Budget authorizes additional amounts to be spent from the Building and Development Services Fund and to be covered by additional operating transfers from the General Fund provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. 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 December, 2023.

APPROVED by the Mayor this ___ day of December, 2023.

_____
Brenda Fantroy-Johnson, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	December 8, 2023
PASSED BY THE CITY COUNCIL:	December ___, 2023
PUBLISHED:	December ___, 2023
EFFECTIVE DATE:	December ___, 2023
ORDINANCE NO:	2023-23

Attached:
Exhibit A – Crosswalk Summary by Fund
Exhibit B – Table 1 - Summary by Fund and Department
Exhibit B – Table 2 – Summary of Technical/Administrative Adjustments
Exhibit C – Updated Capital Improvement Plan Project Pages

CITY OF BAINBRIDGE ISLAND - 2023 REVISED BUDGET
SUMMARY BY FUND

Exhibit A - Crosswalk by Fund
ORDINANCE NO. 2023-23

	CITY FUNDS	2023 EXPENDITURES				
		2023 REVISED BUDGET	Supporting Transfers (See Ord Section 5)	Ord. No. 2023-23 Technical Amendments	Ord. No. 2023-23 Operating and Capital Amendments	2023 REVISED Budget (As Amended)
001	GENERAL FUND	27,880,159	1,136,000	1,329,782	139,000	30,484,941
101	STREET FUND	3,422,711	-	(16,620)	-	3,406,091
103	REAL ESTATE EXCISE TAX FUND	2,349,193	-	-	-	2,349,193
104	CIVIC IMPROVEMENT FUND	379,085	-	-	-	379,085
108	AFFORDABLE HOUSING FUND	111,900	-	-	-	111,900
171	TRANSPORTATION BENEFIT FUND	1,477,258	-	-	-	1,477,258
199	ARPA FUND	64,000	-	-	-	64,000
201	GO BOND FUND	1,590,415	-	-	-	1,590,415
203	LID BOND FUND	39,075	-	-	-	39,075
301	CAPITAL CONSTRUCTION FUND	17,575,320	-	-	100,000	17,675,320
401	WATER FUND	16,880,729	-	-	70,000	16,950,729
402	SEWER FUND	10,743,688	-	(12,795)	251,000	10,981,893
403	STORM & SURFACE WATER FUND	5,302,398	-	6,200	55,000	5,363,598
407	BUILDING & DEVELOPMENT FUND	3,487,041	-	-	-	3,487,041
501	EQUIPMENT RENTAL & REVOLVING FUND	1,487,695	-	-	-	1,487,695
	TOTAL EXPENDITURES	**$ 92,790,667**	**$ 1,136,000**	**$ 1,306,567**	**$ 615,000**	**$ 95,848,234**

Exhibit B to Ordinance No. 2023-23

2023 BUDGET AMENDMENTS
Presented to City Council
Approved on DEC _____, 2023

Exhibit B Table 1

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or On-going?
Short-term rental ordinance 2023-26	A services contract to support new BIMC changes to monitor short-term rentals. ***Council approved September 26, 2023***	General Fund/Executive		$ 20,000	Increase	One-time
Comprehensive Plan	Authorize Amendment No. 1 to the Professional services agreement for the periodic upate to the comp plan with Nexus Planning Services. Cost is related to 1) the City's decision to combine the Environmental Impact Statement for the Winslow Subarea Plan 2) added public engagement 3) Additional Council Steering Committee touchpoints 4) New legislation ***Council approved October 24, 2023***	General Fund/Planning		$ 44,000	Increase	One-time
Ted Spearman Carbon Offset Project Site Evaluation - Professional Services	Professional Services to be performed by Design West Engineering to identify the site for the Ted Spearman Justice Center Carbon Offset capital project.	General Fund/Executive (Climate office)		$ 25,000	Increase	One-time
Public Art Plan	The City and its arts community undertook a comprehensive public art master planning process roughly 20 years ago. The plan, approved in 2003, should be reviewed and updated given current community interests. **Originally added in 2022 with the final BUA. This budget, which was never spent or encumbered, lapsed at the end of 2022 and now needs to be reappropriated.* ****Council approved October 25, 2022***	Gen/Public Art Subfund		$ 50,000	Increase	One-Time
	Technical Budget Adjustments (See Table 2)			$ 1,329,782	Increase	One-Time
	TOTAL GENERAL FUND EXPENDITURE INCREASE			**$ 1,468,782**		
Technical Adjustments	Technical Budget Adjustments (See Table 2)			$ (16,620)	Decrease	One-Time
	TOTAL STREET FUND EXPENDITURE INCREASE			**$ (16,620)**		
Ted Spearman Building - Solar Panels	Add solar panels to the top of the Ted Spearman Justice Center as part of the City's Climate Action Plan. ***Council approved June 27, 2023***	Capital Construction/Public Works		$ 100,000	Increase	
Technical Adjustments	Technical Budget Adjustments (See Table 2)			$ -	Decrease	One-Time
	TOTAL CAPITAL CONSTRUCTION FUND EXPENDITURE INCREASE			**$ 100,000**		
Capital: Winslow Water Tank Graphic	Capital: Graphic design on the Winslow Water Tank. Supported by transfer from the General Fund. ***Council approved August 8, 2023***	Water/Public Works		$ 70,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			$ -		
	TOTAL WATER FUND EXPENDITURE INCREASE			**$ 70,000**		
Wastewater Beneficial Re-use	Amendment No. 2 with HDR Engineering for conceptual design of the Wastewater Beneficial Re-use Project. *From ARPA designated project funds for Beneficial Re-use* . ***Council approved June 27, 2023***	General Fund/Public Works		$ 126,000	Increase	One-time
Capital: Replace Olympic Drive Pump Station Generator	Replacement needed due to fire damage. The costs will be covered by the City's insurance. The generator will be $53,109, however, staff estimate that the total cost with installation and other costs will equal $125k ***Council approved October 24, 2023***	Sewer Fund/Public Works	$ 75,000	$ 125,000	Increase	One-Time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			$ (12,795)		One-Time
	TOTAL SEWER FUND			**$ 238,205**		
State NPDES Grant	Non-competitive Municipal Stormwater Capacity-Building Grant offered through the Washington State Department of Ecology for 2023-25 in the amount of $130K and approve a related budget amendment of $55K, thereby increasing the spending authority for this program. ***Council approved September 12, 2023***	SSWM Fund/Public Works	$ 55,000	$ 55,000	Increase	One-time
Technical Adjustments	Technical Budget Adjustments (See Table 2)			$ 6,200		One-Time
	TOTAL STORMWATER FUND EXPENDITURE INCREASE			**$ 61,200**		
	TOTAL BUDGET INCREASES		$ 130,000	$ 615,000		
	TOTAL TECHNICAL ADJUSTMENTS			$ 1,306,567		
	TOTAL BUDGET AMENDMENTS			**$ 1,921,567**		

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or On-going?
Exhibit B Table 2						
TECHNICAL & AMINISTRATIVE BUDGET ADJUSTMENTS - NO ADDITIONAL APPROPRIATION REQUESTED						
Madison Ave PRJ Support	Capital funding for Madison Ave Capital project via transfer of General fund monies, replacing previously appropriated ARPA funds that were claimed in April 2023 for General Fund expenditures.	General Fund/Finance		$ 1,313,162	Increase	One-Time
ADA Transition Plan	ADA Transition Plan - move a portion of the contract budget from Street Fund to the General Fund for the portions of the contract that do not involve mobility/transportation	General Fund/Public Works		16,620	Increase	One-Time
	TOTAL GENERAL FUND IMPACT			**$ 1,329,782**		
ADA Transition Plan	ADA Transition Plan - move a portion of the contract budget from Street Fund to the General Fund for the portions of the contract that do not involve Street/Transportation	Street Fund/Public Works		$ (16,620)	Decrease	One-Time
	TOTAL STREET FUND IMPACT			**$ (16,620)**		
Water Quality and Flow Monitoring	These funds were requested (and approved) for Sewer in error. These should have gone into SSWM.	Sewer Fund/Public Works		(6,200)	Decrease	One-Time
2022 Carryover Cleanup - WWTP Capacity Upgrade	Reduction in overall appropriations for Sewer fund related to 2022 carrryover. This amount was duplicated in error and was not part of the approved overall budget amendment that was approved on June 27. 2023.	SewerFund/Public Works		$ (6,595)	Decrease	One-Time
	TOTAL SEWER FUND IMPACT			**$ (12,795)**		
Move professional services budget to correct fund	These funds were requested (and approved) for Sewer in error. These should have gone into SSWM.	SSWM Fund/Public Works		6,200		One-Time
	TOTAL SSWM FUND IMPACT			**$ 6,200**		
	TOTAL TECHNICAL & ADMINISTRATIVE ADJUSTMENTS			**$ 1,306,567**		

SUBJECT	DESCRIPTION	FUND / Department	Revenue	Change amount requested	Change to Appropriation	One-Time or On-going?
Exhibit B Table 3						
SUPPORTING TRANSFERS						
Ted Spearman Solar Panels	Transfer to Capital Fund .	General Fund/Finance		$ 100,000	Increase	One-Time
Water Tank Graphics	Transfer to Water Fund.	General Fund/Finance		$ 70,000	Increase	One-Time
Beneficial Reuse	Funding for Beneficial Reuse project via transfer of General fund monies, replacing previously appropriated ARPA funds that were claimed in April 2023 for General Fund expenditures.	General Fund/Finance		$ 126,000	Increase	One-Time
Building & Development Fund Support	Transfer to BDS - increase in General Fund support due to decrease in 2023 BDS revenues. *See section 5, Ord No. 2023-23.*	General Fund/Finance		$ 400,000	Increase	One-Time
The following transfers are support for 2022 BUA appropriations where supporting transfers were not made in the year the spending was approved.						
Ted Spearman Justice Center Project Supporting Transfers	2022 BUA-3 added $100,000 for modifcations based on REAC recommendations. 2022 BUA-2 added $170,000 for inclusion of the Emergency Operations Center in the TSJC.	General Fund/Finance		$ 270,000	Increase	One-Time
Madison Ave Bundled Project Supporting Transfer	2022 BUA-3 added $135,000 to the Madison Ave Nonmotorized Improvement project, redirecting the remaining Council contingency balance to the project.	General Fund/Finance		$ 135,000	Increase	One-Time
Salt Storage Project Supporting Transfer	2022 BUA-2 added $35,000 to the Salt Storage facility project.	General Fund/Finance		$ 35,000	Increase	One-Time
	TOTAL SUPPORTING TRANSFERS			**$ 1,136,000**		

Project: Police and Municipal Court Facility **Number:** **00724**
Location: 8804 Madison

Project Description

Description: This project provides for the replacement of the Police Station and relocation of the Municipal Court.

Benefit: Replacement Police facility will provide adequate space for current and future departmental needs, while correcting numerous space, structural, and security deficiencies in the current facility. New Court facility will replace existing leased space, which marginally meets current requirements and will create operational efficiencies by being co-located with the Police Station.

Schedule: Construction in 2023.

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	10,601	1,200	-	-	-	-	-	-	11,801
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
REET	1,719	-	-	-	-	-	-	-	1,719
Long-Term Debt	8,000	-	-	-	-	-	-	-	8,000
Sub-total	**20,320**	**1,200**	**-**	**-**	**-**	**-**	**-**	**-**	**21,520**
FUNDING USES (1000's)									
Project Management	200	-	-	-	-	-	-	-	200
Predesign	450	-	-	-	-	-	-	-	450
Acquisition	8,975	-	-	-	-	-	-	-	8,975
Design	672	-	-	-	-	-	-	-	672
Construction	10,023	1,200	-	-	-	-	-	-	11,223
Sub-total	**20,320**	**1,200**	**-**	**-**	**-**	**-**	**-**	**-**	**21,520**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating		100	100	100	100	100	100	1,400	2,000
Debt Service	482	510	508	510	511	507	507	6,620	10,155
Sub-total	**482**	**610**	**608**	**610**	**611**	**607**	**607**	**8,020**	**12,155**

Amounts in thousands

Project: Winslow Water Tank Replacement **Number:** **00988**
Location: New Brooklyn

Project Description

Description: Construct a new 2 million-gallon reservoir to replace both of the existing tanks that are located on an easement near the High School.

Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies. Project updated to include fireflow and pipeline improvements in Winslow (formerly project 01095).

Schedule: 2021: Design; 2023: Construction

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	70	-	-	-	-	-	-	70
Water Fund	233	169	431	631	-	-	-	-	1,464
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Long-Term Debt	320	850	10,267	9,363	-	-	-	-	20,800
Sub-total	**553**	**1,089**	**10,698**	**9,994**	**-**	**-**	**-**	**-**	**22,334**
FUNDING USES (1000's)									
Project Management	79	37	37	-	-	-	-	-	153
Design/construction	474	1,052	10,661	9,994	-	-	-	-	22,181
Sub-total	**553**	**1,089**	**10,698**	**9,994**	**-**	**-**	**-**	**-**	**22,334**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	34	606	1,200	1,470	1,500	1,479	18,258	24,547
Sub-total	**-**	34	606	1,200	1,470	1,500	1,479	18,258	24,547

Project: Replace Olympic Drive Pump Station Generator **Number:** 01293

Project Description

Description: Replace fire-damaged pump generator

Benefit:

Schedule:

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-	-	-
Sewer Fund	-	125	-	-	-	-	-	-	125
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Sub-total	**-**	**125**	**-**	**-**	**-**	**-**	**-**	**-**	**125**
FUNDING USES (1000's)									
Project Management	-	-	-	-	-	-	-	-	-
Design/construction	-	125	-	-	-	-	-	-	125
Sub-total	**-**	**125**	**-**	**-**	**-**	**-**	**-**	**-**	**125**

Estimated Impact on Future Operating Budget

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Sub-total	-	-	-	-	-	-	-	-	-

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Sixth Amendment to the Interlocal Agreement with Kitsap County for the Incarceration of City Prisoners - Police,

SUMMARY: The City of Bainbridge Island wishes to renew an existing agreement with Kitsap County to use their jail as the place of confinement for the incarceration of prisoners lawfully committed to the City's custody.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Authorize the City Manager to execute the sixth amendment to the Interlocal Agreement with Kitsap County for the incarceration of City prisoners.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: 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. This amendment extends the current agreement through 12/31/24. The base rate for inmates of $157.05 per prisoner per day, remains unchanged.

ATTACHMENTS:

2024 KC-233-17-F City of B Island 2024 (6th Amendment).pdf

FISCAL DETAILS: The approved 2024 budget provides $105,000 for the housing and care of lawfully detained adults and juveniles.

Fund Name(s): General Fund

Coding: 51011236/551000

KC-233-17-F

AMENDMENT
KITSAP COUNTY AND CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF CITY PRISONERS

This Amendment to the Kitsap County and City of Bainbridge Island Agreement for Incarceration of City Prisoners (“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 22 (Duration) is amended to extend the termination date of the Contract to December 31, 2024.

2. Insurance. If this 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 Jail Administration, 614 Division Street, MS-33, Port Orchard, Washington 98366.

3. Terms Unchanged. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement, and any subsequent amendments, addenda, or modifications thereto remain in full force and effect.

4. Counterparts/Electronic Signature. The Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

5. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to execute this 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 _____, 202__

CITY OF BAINBRIDGE ISLAND

_____
Blair King, City Manager

DATED this ___ day of _____, 202__

KITSAP COUNTY SHERIFF'S OFFICE

_____
John Gese, Sheriff

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this ___ day of _____, 2024

_____
KATHERINE T. WALTERS, Chair

_____
CHRISTINE ROLFES, Commissioner

_____
CHARLOTTE GARRIDO, Commissioner

ATTEST:

_____
Dana Daniels, Clerk of the Board

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Adopt Ordinance No. 2023-30 Providing De Minimis Amendments to Bainbridge Island Municipal Code (BIMC) Chapter 8.24, Waste Reduction Regulations

SUMMARY: De minimis updates to Bainbridge Island Municipal Code Chapter 8.24 are recommended to correct two errors and enhance clarity for ease of implementation. These edits do not change the intent or current requirements outlined in Chapter 8.24. On November 28, 2023 City Council moved to forward Ordinance No. 2023-30 providing de minimis amendments to BIMC Chapter 8.24, Waste Reduction Regulations, to the consent agenda for the December 12, 2023, City Council meeting.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION: Adopt Ordinance No. 2023-30 providing de minimis amendments to BIMC Chapter 8.24, Waste Reduction Regulations

COMMUNITY ENGAGEMENT AND OUTREACH: This item was included on the November 28, 2023 City Council meeting agenda.

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

BACKGROUND: In September 2023, the City Council adopted changes to Chapter 8.24 of the Bainbridge Island Municipal Code (BIMC) to reduce single-use plastic waste associated with retail food and lodging establishments. Ordinance No. 2023-24 included a reference to engineered composite papers in BIMC 8.24.015.B. This language was included per materials developed by the City of Seattle in their food service packaging requirements which listed the following on their website: “Metal foil, metal foil-faced papers and engineered composite papers used to wrap hot food such as hamburgers and burritos.” However, in trying to define what engineered composite papers included – and how that differed from wax paper, for which there are many home compostable options available – staff learned that neither Seattle’s municipal code nor their Director’s Rule included a reference to that material. Given that numerous examples of home compostable wax paper have been identified for inclusion in the 2024 home compostable food service product list, the term “engineered composite papers” is recommended for removal from Section 8.24.015.B of the BIMC.

Text clarifying that OK Compost HOME certification is an allowable certification for disposable food service ware products was added to BIMC 8.24.010 to align with BIMC 8.24.005.G, which states that: “Home compostable means comprised of natural fiber as defined below, and/or able to break down or otherwise become part of usable compost in a safe and a timely manner in a nonindustrial composting environment. Any food service ware item that is “OK Compost HOME” certified by TÜV Austria will be presumed to satisfy this definition. In the event that an ASTM standard for home compostable products that meets or exceeds the OK Compost HOME certification is established, any food service ware item certified as satisfying that standard will satisfy this definition.” This change clarifies that disposable food service ware products must be 1) OK Compost HOME certified by TÜV Austria; and/or 2) Biodegradable Product Institute (“BPI”) certified to be compostable in an industrial composting facility in a timely manner; and/or 3) Eligible to be accepted for recycling by the primary recycling collection hauler offering service to Bainbridge Island residents or businesses, if such service is available.

On November 28, 2023, City Council moved to forward Ordinance No. 2023-30 providing de minimis amendments to BIMC Chapter 8.24, Waste Reduction Regulations, to the consent agenda for the December 12, 2023, City Council meeting.

ATTACHMENTS:

Ordinance 2023-30 Disposable Food Service Ware.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2023-30

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Chapter 8.24 of the Bainbridge Island Municipal Code, establishing regulations for disposable food service ware and waste reduction.

WHEREAS, the City Council adopted Ordinance No. 2023-24 on September 12, 2023 amending Chapter 8.24 of the Bainbridge Island Municipal Code (BIMC); and

WHEREAS, Ordinance No. 2023-24 included a reference to engineered composite papers in BIMC 8.24.015.B; and

WHEREAS, engineered composite papers refers to food contact paper/wax paper, for which there are numerous options commercially available in a home compostable form; and

WHEREAS, BIMC 8.24.005.G notes that any food service ware item that is OK Compost HOME certified by TÜV Austria will be presumed to satisfy the definition of home compostable; and

WHEREAS, Ordinance No. 2023-24 omitted reference to OK Compost HOME certified products in BIMC 8.24.010.

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

Section 1. **Amendment.** Chapter 8.24 of the Bainbridge Island Municipal Code is hereby amended to read as shown in Exhibit A, which is fully incorporated herein to this ordinance by this reference.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL this ___ day of _____, 2023.

APPROVED BY THE MAYOR this ____ day of _____, 2023.

_____
Brenda Fantroy-Johnson, Mayor

ATTEST/AUTHENTICATED:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	November 22, 2023
PASSED BY THE CITY COUNCIL:	December ___, 2023
PUBLISHED:	December ___, 2023
EFFECTIVE DATE:	December ___, 2023
ORDINANCE NO. 2023-30	

ATTACHED: Exhibit A

Chapter 8.24
DISPOSABLE FOOD SERVICE WARE AND WASTE REDUCTION

Sections:

8.24.005 Definitions.
8.24.010 Standards for disposable food service ware.
8.24.015 Exemptions.
8.24.020 *Reserved.*
8.24.025 Disposable food service ware requiring customer's affirmation.
8.24.030 Requiring reusable food service ware for on-premises dining.
8.24.035 Restricting certain types of single-use personal products in lodging establishments.
8.24.040 Rules and regulations.
8.24.050 Penalties.
8.24.060 Education and outreach.

8.24.005 Definitions.

A. "ASTM standard specification" means an explicit set of requirements to be satisfied by a material, product, system, or service established by meeting the standards of the American Society for Testing and Materials ("ASTM").

B. "Biodegradable Products Institute," or "BPI," refers to a certification program that ensures that compostable products and packaging displaying the BPI logo have been independently tested and verified to meet certain standards.

C. "Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and are usually used on a food item after preparation, and includes, but is not limited to, different types such as ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, and sugar/sugar substitutes.

D. "Disposable" means designed to be discarded after a single or limited number of uses, not manufactured for long-term multiple reuse, and/or is not reusable as defined herein.

E. "Fluorinated chemicals" means perfluoroalkyl and polyfluoroalkyl substances (PFAS chemicals) or chemicals which are a class of fluorinated organic chemicals containing at least one fluorinated carbon atom.

F. “Food service ware” means a product intended to be used for serving, distributing, holding, packaging, and/or transporting prepared food including, but not limited to, plates, bowls, cups, trays, deli rounds, clamshells and other hinged or lidded containers, food contact paper (e.g., wraps, bags, tray liners), and portion cups. The term “food service ware” also includes food service accessories including, but not limited to, lids, straws, stirrers, cup spill plugs, cup sleeves, condiment packets, utensils, cocktail sticks/picks, toothpicks, napkins, and the packaging that any of these individual items are wrapped in.

G. “Home compostable” means comprised of natural fiber as defined below, and/or able to break down or otherwise become part of usable compost in a safe and a timely manner in a nonindustrial composting environment. Any food service ware item that is “OK Compost HOME” certified by TÜV Austria will be presumed to satisfy this definition. In the event that an ASTM standard for home compostable products that meets or exceeds the OK Compost HOME certification is established, any food service ware item certified as satisfying that standard will satisfy this definition.

H. “Industrial composting facility” means a large-scale professional composting facility which processes significant amounts of organic waste, including food service ware certified as industrial compostable, through a controlled biotechnological process, regulating factors such as particle size, moisture content, aeration, temperature, pH, and carbon/nitrogen ratio.

I. “Lodging establishment” means an establishment that contains one or more sleeping room accommodation(s) that are rented or otherwise provided to the public, including, but not limited to, a hotel, motel, resort, bed and breakfast inn, or vacation rental (including lodging provided through hosting services such as Airbnb and VRBO).

J. “Natural fiber” means a plant-based, nonsynthetic fiber, including, but not limited to, products made from paper, wood and wood pulp, sugar cane, bamboo, wheat stems/stalk, and hay.

K. “Personal care product” includes, but is not limited to, hand soap, body wash, shampoo, conditioner, and lotion.

L. “Expanded polystyrene” means blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

M. “Prepackaged food” means food service ware that has been filled with food and sealed by a separate food service business or food manufacturer prior to receipt by the point-of-sale retail establishment. “Prepackaged food” includes a utensil, straw, or other item physically attached for purposes of retail sale to food service ware prior to receipt by the point-of-sale retail establishment.

N. “Prepared food” means food or beverages that undergo a cooking or food preparation technique on or off the retail food establishment’s premises for consumption by the public. Cooking and food preparation techniques include, but are not limited to, the following:

1. Cooking methods utilizing the application of heat, such as steaming, microwaving, simmering, boiling, broiling, grilling, frying, or roasting;

2. Beverage preparation, such as blending, brewing, steeping, juicing, diluting, or pouring;

3. Food preparation techniques, such as defrosting, rinsing, washing, diluting, cutting, portioning, mixing, blending, assembling, coating, dipping, garnishing, decorating, or icing.

“Prepared food” does not include raw eggs or raw, butchered meats, fish, and/or poultry sold from a butcher case, a refrigerator case, or similar retail appliance.

O. “Retail establishment” means any person, corporation, partnership, business, facility, vendor, organization, or individual that sells or provides merchandise, goods, or materials directly to a customer, including to a “retail food establishment.” “Retail establishment” includes, but is not limited to, retail food establishments, grocery stores, department stores, hardware stores, home or business delivery services, pharmacies, liquor stores, restaurants, catering trucks, convenience stores, or other retail stores or vendors, including temporary stores or vendors at farmers markets, street fairs, and festivals.

P. “Retail food establishment” means all sales outlets, stores, shops, or other places of business located within the city which sell or convey foods directly to the ultimate consumer. “Retail food establishment” shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured, and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order cafe; delicatessen; luncheonette; grill; sandwich shop; soda fountain; tavern; bar; cocktail lounge; nightclub; roadside stand; takeout prepared food establishment; industrial feeding establishment; catering kitchen; commissary; grocery store; public food

market; food stand; or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation, including homes, where food is processed, prepared, stored, served, or provided for the public for charge.

Q. “Reusable” means an item subject to this chapter designed and manufactured to maintain its shape and structure, and to be materially durable for repeated (at least 1,000 times each) sanitizing in water at 171 degrees Fahrenheit for at least 30 continuous seconds, washing via commercial dishwashing machine, and reuse.

R. “Single-use” means a product that is designed to be used once and discarded, and/or is not reusable as defined herein.

S. “TÜV Austria” means the corporation that certifies categories of compostable products including the certification of “OK Compost HOME” which classifies products as being able to be composted at ambient temperatures and with a natural microbial community (e.g., in a home compost environment).

T. “Utensil” means a product designed to be used by a consumer to facilitate the consumption of food or beverages, including knives, forks, spoons, cocktail picks, chopsticks, splash sticks, and stirrers. “Utensil” does not include plates, bowls, cups, bottles, and other products used to contain food or beverages.

8.24.010 Standards for disposable food service ware.

A. No retail food establishment licensed to do business or required to be licensed within the city shall use expanded polystyrene-based food service ware at any time when providing prepared food.

B. Except as otherwise provided in BIMC 8.24.015, retail food establishments licensed to do business or required to be licensed within the city shall only use home compostable disposable food service ware when providing prepared food, when such food service ware has been identified as reasonably available, cost effective and functional by the city. The city manager or their designee shall establish a list of home compostable disposable food service ware items that are required to be provided. In establishing the list, the city manager or their designee shall consider availability, cost, and performance in addition to the standards otherwise provided in this section. This list shall be presented to city council for review and adoption at least once a year. The city council may direct the city manager to amend the list from time-to-time as new items become available or are discontinued. The executive department shall post the list on the city’s website and the city manager or their designee shall engage in outreach efforts to advise

retail food establishments of any amendments to the list. Retail food establishments shall, at a minimum, provide the home compostable disposable food service ware items on the list, but may provide additional home compostable disposable food service ware items as long as those items otherwise meet the standards of this section. Until the first home compostable food service ware list is established as provided in this subsection, retail food establishments shall use home compostable disposable food service ware that otherwise meets the requirements of this chapter when providing prepared food except as otherwise provided in BIMC 8.24.015.

C. All home compostable disposable food service ware items shall be free of all intentionally added fluorinated chemicals.

D. Except as otherwise provided in BIMC 8.24.015, all disposable food service ware items-shall be:

1. OK Compost HOME certified by TÜV Austria; and/or

2. Biodegradable Product Institute ("BPI") certified to be compostable in an industrial composting facility in a timely manner; and/or

3. Eligible to be accepted for recycling by the primary recycling collection hauler offering service to Bainbridge Island residents or businesses, if such service is available.

E~~F~~. Retail food establishments are encouraged to incentivize customers to bring their own reusable cups. Customers may provide their own reusable cups for beverage service in accordance with the Retail Food Code, WAC 246-215-03348. These reusable cups must be clean, sturdy, and appropriately insulated if ordering hot beverages such that they can be held in the customer's bare hand if intended to be used for hot liquids. Retail food establishments may refuse to use, at their sole discretion, any customer-provided cup that is cracked, chipped, or corroded, appears inappropriate in size, material, or condition for the intended beverage, or that appears to be soiled or unsanitary, and instead require use of a reusable cup provided by the establishment for any beverage consumed on the premises, or an establishment-provided disposable cup that conforms to the standards of this chapter.

8.24.015 Exemptions.

A. Prepackaged food is exempt from the provisions of this chapter.

B. The use of metal foil~~,~~ and metal foil-faced papers ~~and engineered composite papers~~ used to wrap hot food such as hamburgers and burritos is exempt from the provisions of this chapter.

B. Nothing in this chapter shall prevent a retail food establishment from making reasonable accommodations for individuals with disabilities or be construed to conflict with the Americans with Disabilities Act or any other applicable law concerning the rights of individuals with disabilities. In particular, nothing in this chapter shall restrict, or be construed to restrict, the provision by retail food establishments or health care facilities of disposable noncompostable straws to individuals who may request the use of disposable noncompostable straws to accommodate medical needs or disabilities. In the case of health care facilities, straws may be distributed without patient request on a case-by-case basis at the discretion of the healthcare facility staff based on the physical or medical needs of the patient.

8.24.020 Reserved.
(Ord. 2021-18 § 5, 2021; Ord. 89-03 § 2, 1989)

8.24.025 Disposable food service ware requiring customer's affirmation.
A. Except as provided in subsection B, a retail food establishment may provide the following single-use food service ware only after affirming that the customer wants the item or items:

1. Utensils;

2. Straws;

3. Condiment in packaging; and/or

4. Beverage cup lids.

B. A retail food establishment may provide beverage cup lids without the customer's affirmation for:

1. Hot beverages; or

2. Beverages provided through delivery service, drive-through, or curbside pickup.

8.24.030 Requiring reusable food service ware for on-premises dining.
A. Reusable food service ware, including utensils, are required at all retail food establishments with on-premises dining for any meal to be eaten on the premises. Home compostable straws shall be allowed upon request for dining on the premises. Condiments, such as sauces, ketchup, or mustard, provided for on-site consumption, shall not be served in disposable, individual-serving packaging.

B. Consumption is considered on-premises if it takes place at tables and/or seating provided by the food service business, either on its own or in relation to another food service business. This requirement does not prohibit a retail food service business from providing, upon a customer's request, disposable food service ware compliant with BIMC 8.24.010 for the customer to take away leftover food after dining on the premises.

C. Customers must be asked whether they will consume the food or beverage they have ordered at the premises, or whether the order will be taken away as a takeout order. In the case of self-service facilities (e.g., food or salad bar), this requirement shall be satisfied by the provision of reusable and disposable options for customer self-selection, with reusable options clearly marked to encourage use for on-premises dining.

D. Waivers. Retail food establishments with on-premises dining that do not have on-site or off-site dish washing capacity may petition the city manager or their designee for a full or partial one-year waiver. To obtain a waiver, the food service business shall demonstrate inability to comply due to insurmountable space constraints, undue financial hardship, and/or other extraordinary circumstances. Food service ware used for on-premises dining pursuant to a waiver obtained under this section shall comply with all requirements set forth elsewhere in this chapter. Granting of a waiver is at the sole discretion of the city manager or their designee and is not subject to appeal. Waivers may be renewed by submitting a new petition to the city manager or their designee.

8.24.035 Restricting certain types of single-use personal products in lodging establishments.
No single-use personal care products shall be distributed in lodging establishments unless they are packaged in home compostable packaging. Lodging establishments are encouraged to use refillable personal care product dispensers.

8.24.040 Rules and regulations.
A. The city manager is charged with the enforcement of this chapter shall be authorized from time to time to adopt reasonable rules and regulations for its implementation, which shall be consistent with these provisions.

B. The city manager may suspend all or any portion of the requirements of this chapter temporarily if extraordinary circumstances make compliance impossible or impractical. Such circumstances may include, but are not limited to, interruptions in the supply chain that make any of the compostable products identified in this chapter impossible, impractical, or cost-prohibitive to obtain, as the result of fire, flood, earthquake, elements of nature or acts of God,

war, terrorism, riots, civil disorder, work stoppages, strikes, or any other similar cause beyond the reasonable control of the businesses subject to this chapter.

8.24.050 Penalties.

A. Prior to imposing penalties or taking other enforcement action as set forth in subsection B of this section, the city shall attempt to provide written notice to any establishment in violation of this chapter. The notice shall include a description of the item sold or provided by the retail establishment in violation of the requirements of this chapter, the text of the specific code provision(s) that apply, and information on how to comply with the provision(s). The notice shall be provided to the retail establishment by personal service or certified mail, return receipt requested. Such notice is not a formal enforcement action, is not subject to appeal, and is a public record.

B. Any person violating any of the provisions of this chapter shall be deemed to have committed a civil infraction and, upon such a finding, shall be punishable by a fine not to exceed $250.00 per day for the first 20 days that the violation exists and $500.00 per day for each day thereafter. Each such violation committed or permitted to continue by the violator shall constitute a separate offense and shall be punishable as such under this section. Each day that an establishment violates any of the provisions of this chapter shall constitute a single, separate violation.

8.24.060 Education and outreach.

As necessary, the city manager, or their designee, and pursuant to BIMC 8.24.040, shall provide, or contract for the provision of, education and outreach activities to inform retail establishments, consumers, and other interested individuals about the requirements of this chapter. Education and outreach will be designed to effectively convey the policies underlying this chapter, describe the actions necessary to gain compliance with its provisions, and minimize the need for formal enforcement action. The city will emphasize education and outreach rather than enforcement to achieve compliance with the requirements of this chapter.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Enter into a Professional Services Agreement with Gray & Osbourne for the Water System Business Plan ($83,000.00 Water Utility Fund) - Public Works,

SUMMARY: Staff are requesting that the City Council authorize the City Manager to enter into a Professional Services Agreement with Gray & Osbourne for the Water System Business Plan in the amount of $83,000.00

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Authorize the City Manager to enter into a Professional Services Agreement with Gray & Osbourne for the Water System Business Plan in the amount of $83,000.00 from the Water Utility Fund.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned at this time.

FISCAL IMPACT:	
Amount:	$83,000.00
Ongoing Cost:	N/A
One-Time Cost:	$83,000.00
Included in Current Budget?	Yes

BACKGROUND: The Water System Business Plan will provide the City with a roadmap for ensuring the efficient, sustainable and cost-effective delivery of water service both within and outside of the City's water retail service area.

The scope of work for the Water System Business Plan was developed to address issues associated with serving new customers within and in close proximity to the City's water utility retail service area boundary; serving areas that are not currently assigned a water service provider, or are assigned to the City but are not adjacent to the City's water infrastructure; and, coordinating resources and infrastructure with other service providers in the City.

The Plan will complement the data and information contained in existing planning documents (such as the Water System Plan, the recently completed Water Utility Rate Study, and the ongoing Groundwater Management Plan) by incorporating: a 20-year evaluation of the potential system expansion needs within, and adjacent to, the current retail service areas; evaluation of adjacent water provider infrastructure and future

service needs, including the potential costs and benefits of coordinating system inter-ties, expansions or other shared resource opportunities; and, a risk analysis of the sustainability of water systems currently outside of the City's control.

The Water System Business Plan is supported by the City's Comprehensive Plan polices in the Utilities Element, specifically,

- Policy U 11.6 - Encourage and support water utilities to enter into cooperative activities, such as jointly managed operations, shared storage, and construction of interties, to manage water resources and systems more efficiently, economically, and safely.

- Policy U 11.7 - Encourage and facilitate consolidation of water systems, with particular emphasis on mergers of contiguous and small systems, to manage water resources and systems more efficiently, economically, and safely.

- Policy U 11.8 - Conduct a study of consolidation of water systems owned by the City and Kitsap Public Utility District. Pursue long-term consolidation of larger water systems.

The scope of work was reviewed and supported by the City's Utility Advisory Committee at their meetings on November 1 and December 6, 2023.

The City solicited qualifications from consultants through the Municipal Research Service Center consultant roster in accordance with the Procurement Policy, and received one response from Gray and Osbourne, Inc. Gray and Osbourne's qualifications have been evaluated, and they are qualified to perform the subject work.

ATTACHMENTS:

Professional Services Agreement for Gray and Osborne.docx

FISCAL DETAILS: The Public Works operations budget includes $83,000 for the Water System Business Plan.

Fund Name(s): Water Fund

Coding: PW Operating Project 1183

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Gray and Osborne, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with the development of a Winslow Water System Business Plan that will use data collected from existing private and public water systems in the periphery of the City's water system to develop a risk analysis and planning evaluation for serving, expanding and/or coordinating water resources; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2024, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of Eighty-Three Thousand Dollars ($83,000.00);

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs. Consultant's work product shall only be used for the intent and purposes of the work under this contract, and any use of the product for other purposes is at the sole risk of the City.

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant:
Gray and Osborne, Inc.
1130 Rainier Ave South Suite 300
Seattle, WA 98144
Attention: Russ Porter

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

GRAY AND OSBORNE, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Blair King, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B
SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Bainbridge Island (City) owns and operates two municipal water systems – the Winslow Water System and Rockaway Beach Water System - in Bainbridge Island, Kitsap County, Washington. The Winslow water system is a medium size system with approximately 2,000 connections that includes a large portion of the center of the island, while the Rockaway Beach water system is a small system with approximately 70 system connections located south of Eagle Harbor and extends down along the eastern shore of the island. The existing water systems includes wells, small scale water treatment facilities, water storage facilities, and more than 100 miles of water distribution system piping. The city limits for the City of Bainbridge Island include the entire island, and City serves a permanent population of approximately 8,000 people. The City also serves a large transient population during summer months. The City's Washington State Department of Health (DOH) system identification number is 97650T.

In addition to the City-owned water system facilities noted above, there are several small, medium, and large privately owned and operated water systems within the city limits that provide water service to city residents. These systems range from small, Type B systems to larger Type A systems, and vary widely in their number of service connections, quality of water system facilities, management styles, maintenance requirements, service capacities, and water demands.

In recent years, the owners and/or managers of many of these adjacent water systems have contacted the City to inquire about connecting to the City's municipal water system. While the reasons for these requests vary, one large factor is that managers for these smaller systems no longer have the desire, availability, or expertise to maintain and manage the water system.

To ensure that growth of the City's water system is responsibly, efficiently, and cost-effectively managed, the City is interested in completing a Water System Business Plan (Plan). The goal of the Plan is to ensure that the City's water utility is prepared to address planned and unplanned system expansion needs. To meet that goal, the Plan will include the development of a forecast, strategy and planning steps for the following:

- Serving new customers within and in close proximity to the City's water utility retail service area boundary;
- Serving areas that are not currently assigned a water service provider, or are assigned to the City but are not adjacent to the City's water infrastructure; and
- Coordinating resources and infrastructure with other service providers within the city limits.

The Plan will complement the data and information contained in existing planning documents by incorporating the following:

- A 20-year evaluation of the potential system expansion needs within, and adjacent to, the current retail service areas;

- Evaluation of adjacent water provider infrastructure and future service needs, including the potential costs and benefits of coordinating system interties, expansions or other shared resource opportunities. This evaluation should also consider a risk analysis of the sustainability of water systems currently outside of the City's control;

- Input from the other water providers in the City; and

- Input and feedback from the City's Utility Advisory Committee, and other committees as necessary.

Ultimately, the Plan will provide the City with a roadmap for ensuring the efficient, sustainable and cost-effective delivery of water service both within and outside of the City's water retail service area.

To facilitate the Plan, the City would like to divide the project into two separate phases. Phase I will include preliminary research of existing facilities, will lay the groundwork for future analysis, and will highlight key design criteria that may be used to guide composition of the Plan. The deliverable for Phase I will include a Technical Memorandum which is defined in Task 4 below.

PHASE 1 SCOPE OF WORK

Task 1-1 – Project Management and Coordination

Services shall include overall project management and oversight of the project work by the project manager. This shall include:

A. Procure sufficient staff resources to dedicate to the project;

B. Manage and control project budget and schedule;

C. Manage, control, and direct the project team and subconsultants;

D. Manage and provide monthly progress reports and invoices; and

E. Coordinate the project with the City.

<u>Deliverables</u>

- Monthly progress reports and invoices.

Assumptions

1. None

Task 1-2 –Project Meetings

G&O will attend project meetings throughout the first phase of the project to assist with project coordination, discuss project progress with the City, and to coordinate future efforts. These meetings can also be used to update the City on project schedule and budget.

Deliverables

- None.

Assumptions

1. One Project Kickoff Meeting is included with a duration of 2 hours.
    - This meeting is assumed to take place in person at City Hall or the City Public Works Building. This meeting will be attended by the Client Manager as well as the Project Manager/Project Engineer. Three check-in meetings have been included, each with a duration of 30 minutes. These meetings are assumed to take place virtually (Zoom, MS Teams, etc.). These meetings will be attended by the Client Manager as well as the Project Manager/Project Engineer.
2. Two Utility Advisory Committee meetings have been included.
    - These meetings are assumed to take place virtually (Zoom, MS Teams, etc.). We have assumed 1 hour for each meeting. These meetings will be attended by the Client Manager as well as the Project Manager/Project Engineer.
3. One PUD meeting has been included, with a duration of 1 hour. This meeting is assumed to take place virtually (Zoom, MS Teams, etc.). This meeting will be attended by the Client Manager as well as the Project Manager/Project Engineer.

Task 3-1 – Water System Inventory/Technical Memorandum

To start, G&O will review previous work completed for the water system and will review previous correspondence with City staff regarding small water systems inquiring about the City's water utility. The review effort is intended to bring the project team up to date on existing infrastructure, the scale and size of small water systems within the City, and the overall goals and strategies for the project. We will also review DOH records for both the City's water systems as well as those non-city water systems within the city limits.

Gray & Osborne will prepare a Technical Memorandum that will highlight the following items.

The technical memorandum will be organized in to various sections and will be written to provide project information for a wide range of personnel, including, but not limited to, City water system staff, city Utility Advisory Committee members, City council members, small water system stakeholders, and the general public.

This Memorandum will lay the groundwork and provide supporting information for the Plan, which will be completed in Phase II of the project.

- Introduction
- Project Goals
    - Define the goals for the project, the Technical Memorandum, and the subsequent Plan to be provided in Phase II.
- Background Information
    - Provide background information on previous work, existing system facilities, and summary of correspondence and overall project status.
- Water System Inventory
    - Summarize all water systems within the city limits with regard to size, water rights, facilities, condition, capacities, etc.
    - Generate maps showing location of these water systems.
    - Generate comparison tables for this system so that the facets of each can be easily compared.
- Discussion of Critical Factors
    - Define and discuss any critical factors that may be used for future City decision making. This may include cost, value, risk, and/or a discussion of water rights, proximity, or other factors.
- Summary of Next Steps
    - Provide an outline of the next steps, additional information needs, and a schedule for project completion.

<u>Deliverables</u>

- Draft Water System Inventory/Technical Memorandum (.pdf)
- Final Water System Inventory/Technical Memorandum (.pdf)

<u>Assumptions</u>

1. City will provide any and all documentation requested by G&O, if available.

- Initially, our review will include the following documents, at a minimum:

    - Most recent Water System Plan
    - Kitsap County Coordinated Water Plan
    - Correspondence with Kitsap County Public Utility District
    - Correspondence with small water system managers
    - Water System Inventories
    - Groundwater Management Plan

2. City will provide review and comment on the Draft Memorandum within 2 weeks of receipt.

Task 4-1 – Quality Assurance/Quality Control

G&O will complete one, in-house, quality assurance/quality control (QA/QC) review of the Water System Inventory/Technical Memorandum. The review will include one Principal Engineer, one Project Manager, one Project Engineer experienced with water system planning. Any comments generated as part of this QA/QC review will be incorporated into any draft documentation provided to the City.

Deliverables

- None.

Assumptions

1. None.

PHASE 1 PROJECT SCHEDULE

One proposed project schedule is listed below. This schedule is subject to change based on workload, review times, and other factors. Adjustments to the proposed schedule below may be necessary based on these or other factors.

Phase I
Notice To Proceed..... December, 2023
Project Kickoff Meeting ..... January, 2023
Draft Technical Memorandum..... March, 2023
Final Technical Memorandum..... April, 2023

BUDGET

Based on the Scope of Work described above, the proposed fee for Phase I design services is $31,800 as shown in the attached Exhibit B.

PHASE 2 SCOPE OF WORK

Task 2-1 – Project Management & Coordination

Services shall include overall project management and oversight of the project work by the project manager. This shall include:

- Procure sufficient staff resources to dedicate to the project;
- Manage and control project budget and schedule;
- Manage, control, and direct the project team and subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Assumptions

1. None

Task 2-2 –Project Meetings

G&O will attend project meetings throughout the project to assist with project coordination, discuss project progress with the City, and to coordinate future efforts. These meetings can also be used to update the City on project schedule and budget.

Deliverables

- None.

Assumptions

1. Five check-in meetings have been included, each with a duration of 30 minutes. These meetings are assumed to take place virtually (Zoom, MS Teams, etc.). These meetings will be attended by the Client Manager as well as the Project Manager/Project Engineer.
2. Three Utility Advisory Committee meetings have been included.
    - These meetings are assumed to take place virtually (Zoom, MS Teams, etc.). We have assumed 1 hour for these meetings. These meetings will

be attended by the Client Manager as well as the Project Manager/Project Engineer.

3. Two PUD meetings have been included, with a duration of 1 hour. This meeting is assumed to take place virtually (Zoom, MS Teams, etc.). These meetings will be attended by the Client Manager as well as the Project Manager/Project Engineer.

Task 2-3 – Water System Business Plan

G&O will expand and build upon the Water System Inventory/Technical Memorandum completed in Phase I of the project to provide an analysis of potential water system expansion/growth within the city limits. For this, G&O will prepare a Water System Business Plan. The Plan will be organized into various sections as highlighted below and will be written to provide project information for a wide range of personnel, including, but not limited to, City water system staff, City Utility Advisory Committee members, City Council members, small water system stakeholders, and the general public.

- Introduction
- Project Goals
    - Define the goals for the project and the Plan.
- Background Information
    - Provide background information on previous work.
- Water System Assessment
    - This section will provide the following analysis/information.
        - Risk assessment for system consolidation
            - This assessment will be based on factors such as size, geographical location, water rights, existing treatment, existing facilities, and maintenance requirements for service.
            - This risk assessment will help highlight the difficulties and costs that may be incurred in the event that a water system wishes to connect to the municipal water system. These descriptions will help the City prioritize which water systems are most feasible/realistic for connection.

- This assessment will be completed for all water systems within the city limits, regardless of their geographical proximity to the Winslow Water System and Rockaway Beach Water System service boundaries.

- For the systems immediately adjacent to, or within the existing Winslow and/or Rockaway Beach water systems, we will provide budgetary cost estimates for the work required to connect the water system and to bring its infrastructure up to current City standards.

- We will provide an estimation of the hours required to maintain the newly consolidated system so that the City can determine the impact to the number of FTEs on staff. We will also investigate the potential for satellite management of the water system.

▪ Water system consolidation analysis.

- For those systems that are not directly adjacent to the Winslow or Rockaway Beach Water system, or for those systems where connection may be particularly difficult, complex, or cost-prohibitive, we will analyze potential alternatives for connection to the City's system. Analysis will describe potential connection and service methodologies, potential risks for connection, and/or critical design parameters.

- For those systems that are not directly adjacent to the Winslow or Rockaway Beach Water system, or for those systems where connection may be particularly difficult, complex, or cost-prohibitive, we will provide budgetary cost estimates for the recommended alternative for the work required to connect to the City's system and to bring the consolidated water system infrastructure up to current City standards.

- We will provide an estimation of the hours required to maintain the newly consolidated system so that the City can determine the impact to the number of FTEs on staff. We will also investigate the potential for satellite management of the water system.

- Summary and Conclusions

<u>Deliverables</u>

- Draft Water System Business Plan (.pdf)
- Final Water System Business Plan (.pdf)

Assumptions

1. City will provide any and all documentation requested by G&O, if available.
2. City will provide review and comment on the Draft Plan within 2 weeks of receipt.

Task 2-4 – Quality Assurance/Quality Control

G&O will complete one, in-house, quality assurance/quality control (QA/QC) review of the Water System Business Plan. The review will include one Principal Engineer, one Project Manager, one Project Engineer experienced with water system planning. Any comments generated as part of this QA/QC review will be incorporated into any draft documentation provided to the City.

Deliverables

- None.

Assumptions

1. None.

PHASE 2 PROJECT SCHEDULE

One proposed project schedule is listed below. This schedule is subject to change based on workload, review times, and other factors. Adjustments to the proposed schedule below may be necessary based on these or other factors.

Phase II
Notice To Proceed..... May, 2023
Kickoff..... June, 2023
Draft Plan..... August, 2023
Final Plan.....October, 2023

PHASE II BUDGET

Based on the Scope of Work described above, the proposed fee for Phase II design services is $51,200 as shown in the attached Exhibit B.

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Bainbridge Island - Water System Business Plan - Phase I

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Technician Hours
1 Project Management		8			
2 Project Meetings	8	12			
3 Water System Inventory/Technical Memorandum	4	24	40	40	40
4 Quality Assurance/Quality Control	4	4	4		
Hour Estimate:	16	48	44	40	40
Fully Burdened Billing Rate Range:*	$150 to $245	$140 to $245	$125 to $185	$100 to $180	$65 to $175
Estimated Fully Burdened Billing Rate:*	$215	$190	$170	$140	$145
Fully Burdened Labor Cost:	$3,440	$9,120	$7,480	$5,600	$5,800

Total Fully Burdened Labor Cost:	$	31,440
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	360
TOTAL ESTIMATED COST (PHASE I):	**$**	**31,800**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Bainbridge Island - Water System Business Plan - Phase II

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Technician Hours
1 Project Management		8			
2 Project Meetings	12	16			
3 Water System Business Plan	8	40	72	48	40
4 Quality Assurance / Quality Control	8	8	8		
Hour Estimate:	28	72	80	48	40
Fully Burdened Billing Rate Range:*	$150 to $245	$140 to $245	$125 to $185	$100 to $180	$65 to $175
Estimated Fully Burdened Billing Rate:*	$235	$210	$185	$160	$165
Fully Burdened Labor Cost:	$6,580	$15,120	$14,800	$7,680	$6,600

Total Fully Burdened Labor Cost:	$	50,780
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	420
TOTAL ESTIMATED COST (PHASE II):	**$**	**51,200**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

]**ATTACHMENT C**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with federal Executive Order 12549, the Consultant certifies to the best of its knowledge and belief, that it and/or its principals or officers:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding the execution of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

d. Have not within a three-year period preceding the execution of this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default; and

e. Acknowledge that all subconsultants selected for this project must be in compliance with paragraphs (a – d) of this certification.

_____ _____

Name and Title of Authorized Consultant Date

_____

Signature of Authorized Consultant

_____ I am unable to certify to the above statements. My explanation is attached.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Receive Annual Report on the City's Use of Pesticides and Herbicides in Accordance with BIMC 16.30.080 - Public Works,

SUMMARY: Bainbridge Island Municipal Code (BIMC) Chapter 16.30.080 requires an annual report to detail the City's use of pesticides from the prior calendar year. The attached memorandum fulfills this requirement for 2023 and is presented for Council's review.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Accept the Annual Pesticide Report for 2023.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned.

FISCAL IMPACT:

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

BACKGROUND: In 2003, the City Council passed Ordinance No. 2003-15 regulating pest management and pesticide use under BIMC 16.30, to reduce the amount and toxicity of pesticides and herbicides in building and landscape management to a very minimal amount. Since 2003, City staff have adhered to BIMC 16.30 utilizing products on the Least Toxic Products list or seeking City Council approval for any emergency-use authorizations.

Noxious Weed Control in Bainbridge Island was managed by the Kitsap County's Noxious Weed Program and supplemented by the City through an interlocal agreement that was terminated in 2022, which left the City, residents, and landowners without a means to eradicate, control, and prevent the spread of noxious weeds. In March 2023, the Cooperative Weed Management Area (CWMA) and the City coordinated an interim noxious weed treatment project to address Poison Hemlock, Japanese Knotweed, Himalayan Blackberry, Scotch Broom, and English Holly within two of the City's largest open space areas: Lost Valley and Waterfront Park.

The CWMA recommended the use of two herbicides, Imazapyr and Triclopyr, for effective treatment and control of the species targeted by the 2023 Invasive Weed Treatment project. These herbicides are used throughout the state by Washington Department of Transportation (WSDOT), and locally by Kitsap County's Noxious Weed Program. Additionally, both herbicides were effectively used on Bainbridge Island by Kitsap County since 2017.

On May 9, 2023, the City Council authorized Public Works to utilize Imazapyr and Triclopyr for the 2023 Invasive Weed Treatment Project, and awarded a contract to Northwest Aquatic Management, LLC, a licensed applicator in the state of Washington. On May 22, 2023, Northwest Aquatic completed both foliar and direct injection applications of the authorized herbicides for the 2023 Invasive Weed Treatment Services project.

The attached memo outlines the application areas, product specimen labels, and quantities/solutions applied during the 2023 calendar year, pursuant to BIMC 16.30.080.

ATTACHMENTS:

2023 Annual Pesticide Use Report.pdf

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

CITY OF
BAINBRIDGE ISLAND

PUBLIC WORKS DEPARTMENT

MEMORANDUM

Date: November 30, 2023

To: Peter Corelis, P.E., City Engineer

From: Matthew Oxford, Engineering Project Manager

Subject: 2023 Annual Pesticide/Herbicide Use Report

BACKGROUND

In 2003, the City Council passed Ordinance 2003-15 regulating pest management and pesticide use under BIMC 16.30, to reduce the amount and toxicity of pesticides and herbicides in building and landscape management to a very minimal amount. Since 2003, City staff have adhered to BIMC 16.30 utilizing products on the Least Toxic Products list or seeking City Council approval for any emergency-use authorizations.

Noxious Weed Control in Bainbridge Island was managed by the Kitsap County's Noxious Weed Program and supplemented by the city through an interlocal agreement that was terminated in 2022, which left the City, residents, and landowners without a means to eradicate, control, and prevent the spread of noxious weeds.

ANNUAL PESTICIDE USE

In March 2023, the Cooperative Weed Management Area (CWMA) and the City coordinated an interim noxious weed treatment project to address Poison Hemlock, Japanese Knotweed, Himalayan Blackberry, Scotch Broom, and English Holly within two of the City's largest open space areas: Lost Valley and Waterfront Park.

The CWMA recommended the use of two herbicides, Imazapyr and Triclopyr, for effective treatment and control of the species targeted by the 2023 Invasive Weed Treatment project. These herbicides are used throughout the state by Washington Department of Transportation (WSDOT), and locally by Kitsap County's Noxious Weed Program. Additionally, both herbicides were effectively used on Bainbridge Island by Kitsap County since 2017.

On May 9, 2023, the City Council authorized Public Works to utilize Imazapyr and Triclopyr for the 2023 Invasive Weed Treatment Project, and awarded a contract to Northwest Aquatic Management, LLC, a licensed applicator in the state of Washington.

On May 22, 2023, Northwest Aquatic completed both foliar and direct injection applications of the authorized herbicides for the 2023 Invasive Weed Treatment Services project.

Both Triclopyr 3 and Imazapyr 4SL were mixed to a 2% solution for foliar application to address the target species at Lost Valley and Waterfront Park treatment areas, which are 6.6 acres and 2.0

acres respectively. A total of 32 ounces of each concentrated product was between the two treatment areas. This treatment was highly effective and showed signs of decline (Figure 1) or complete mortality (Figures 2 and 3) within ten days.

Figure 1. *Himalayan blackberry along Lost Valley Trail (Image date: May 31, 2023)*

Figure 2. *Scotch broom in Waterfront Park (Image date: May 31, 2023)*

Figure 3. *Scotch broom along Waterfront Trail in Waterfront Park (Image date: May 31, 2023)*

Mature English Holly at both locations were injected with EZ-JECT Copperhead Herbicide Shells (83.5% Imazapyr) at a rate of 1 shell every 4 inches around the trunk. A total of 150 shells were between the two treatment areas. This treatment was also highly effective and signs of decline in English holly was observed within ten days (Figure 4), with mortality occurring after several months.

Figure 4. *English holly in Waterfront Park (Image date: May 31, 2023)*

ATTACHMENTS

The following attachments document the application area, product specimen labels, and quantities/solutions applied during the 2023 calendar year, pursuant to BIMC 16.30.080.

Attachment 1: Project Area Exhibits

Attachment 2: 2023 Pesticide/Herbicide Use Log

Attachment 3: Product Specimen Labels

ATTACHMENT 1

PROJECT AREA EXHIBITS

EXHIBIT A - WATERFRONT PARK WEED CONTROL PROJECT AREA

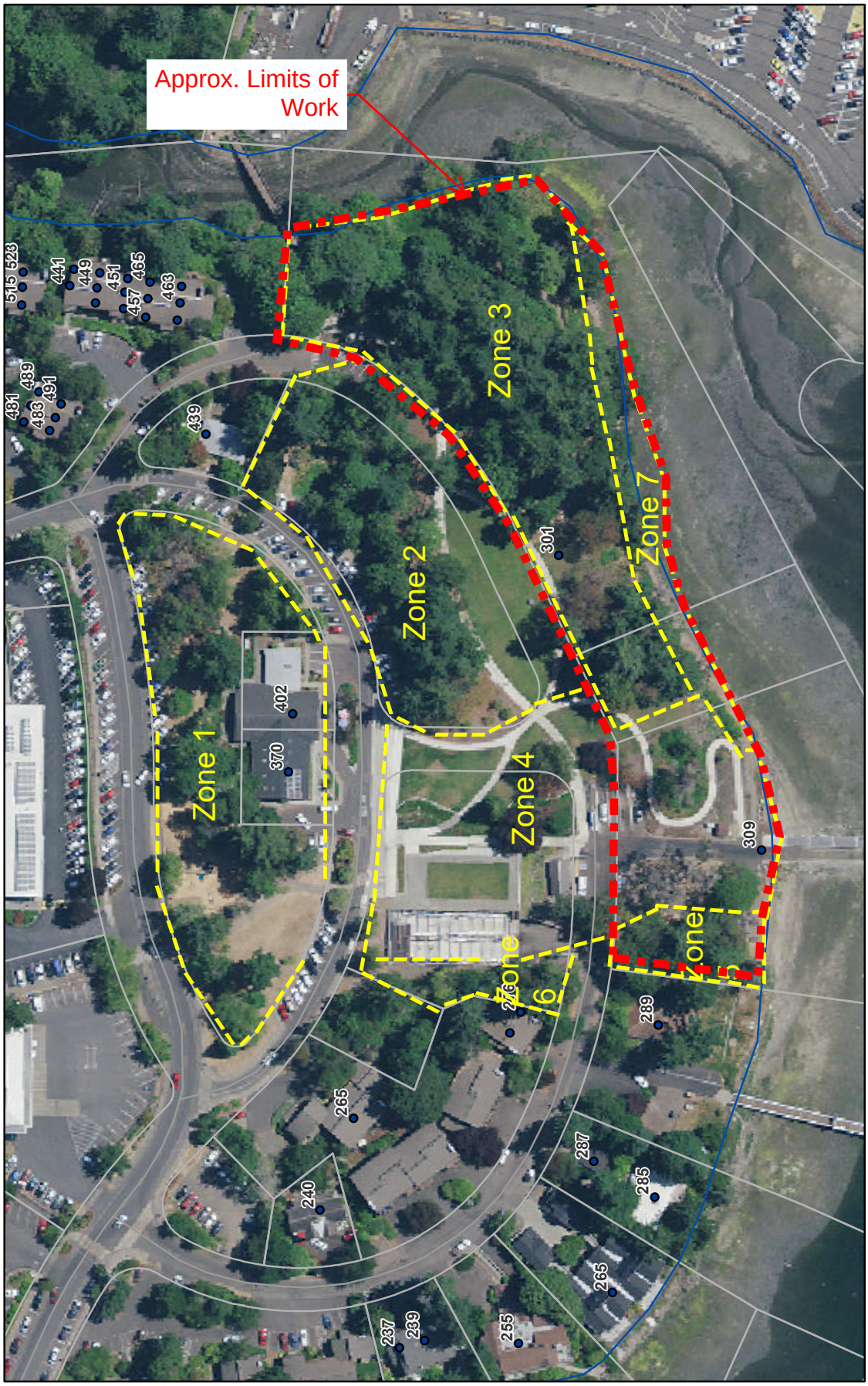
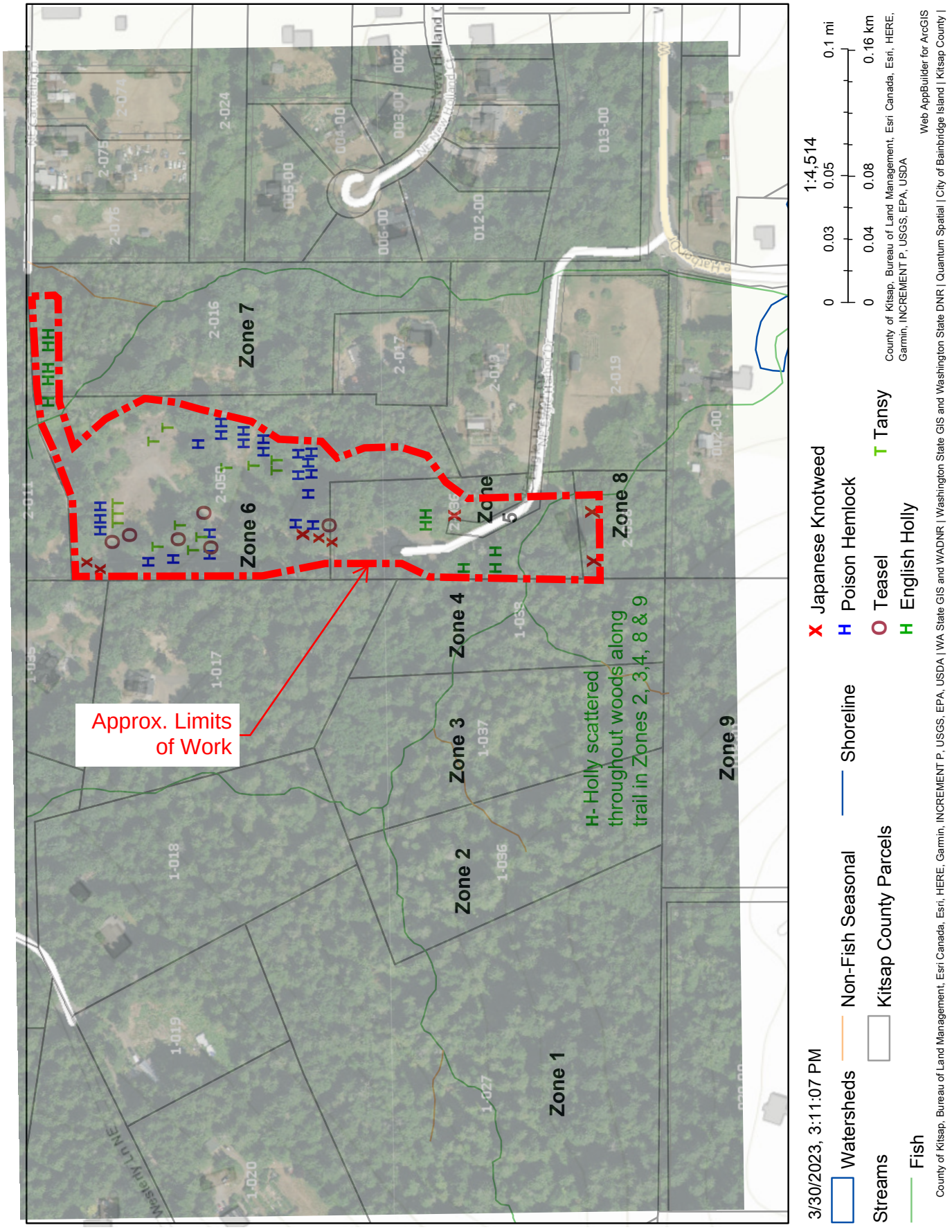


EXHIBIT B - LOST VALLEY WEED CONTROL PROJECT AREA



ATTACHMENT 2

2023 PESTICIDE/HERBICIDE USE LOG

City of Bainbridge Island Pesticide/Herbicide Use Log

Date	Location	Product Name	Active Ingredient(s)	EPA Reg. No.	Target Pest/Weed	Quantity Applied	Applicator	Additional Notes
05/22/23	Lost Valley	Alligare Triclopyr 3	Triclopyr	81927-13	English Holly (immature), Scotch broom, Himalayan Blackberry, Japanese Knotweed, Poison Hemlock	2% Solution	NW Aquatic Management	32 ounces of concentrate used between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.
05/22/23	Lost Valley	Alligare Imazapyr 4SL	Imazapyr	81927-24	English Holly (immature), Scotch broom, Himalayan Blackberry, Japanese Knotweed, Poison Hemlock	2% Solution	NW Aquatic Management	32 ounces of concentrate used between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.
05/22/23	Lost Valley	Ez-ject Copperhead	Imazapyr	83220-2	English Holly (mature)	1 shell every 4 in.	NW Aquatic Management	Shells injected per manufacturer's specs. 150 shells injected between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.
05/22/23	Waterfront Park	Alligare Triclopyr 3	Triclopyr	81927-13	English Holly (immature), Scotch broom, Himalayan Blackberry	2% Solution	NW Aquatic Management	32 ounces of concentrate used between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.
05/22/23	Waterfront Park	Alligare Imazapyr 4SL	Imazapyr	81927-24	English Holly (immature), Scotch broom, Himalayan Blackberry	2% Solution	NW Aquatic Management	32 ounces of concentrate used between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.
05/22/23	Waterfront Park	EZ-JECT Copperhead	Imazapyr	83220-2	English Holly (mature)	1 shell every 4 in.	NW Aquatic Management	Shells injected per manufacturer's specs. 150 shells injected between Lost Valley and Waterfront Park for 2023 Invasive Weed Treatment Svs. Project.

ATTACHMENT 3

PRODUCT SPECIMEN LABELS

ALLIGARE

IMAZAPYR 4 SL

SPECIMEN LABEL

For the control of undesirable vegetation in forestry sites, aquatic sites, grass pasture, rangeland, fence rows, maintenance of wildlife openings, and industrial noncropland areas including railroad, utility, pipeline rights-of-way, utility plant sites, petroleum tank farms, pumping installations, storage areas, building perimeters, irrigation and non-irrigation ditchbanks, roads, transmission lines, and industrial bare ground areas.

In the State of New York, aquatic uses are not allowed.

ACTIVE INGREDIENT:

Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1*H*-imidazol-2-yl]-3-pyridinecarboxylic acid)*	52.6%
OTHER INGREDIENTS	47.4%
TOTAL	100.0%

*Equivalent to 42.9% 2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1*H*-imidazol-2-yl]-3-pyridinecarboxylic acid or 4 pounds acid per gallon.

EPA Reg. No. 81927-24

KEEP OUT OF REACH OF CHILDREN

CAUTION!/PRECAUCION!

PRECAUCION AL USUARIO: Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

FIRST AID	
If swallowed:	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • **DO NOT** induce vomiting unless told to do so by the poison control center or doctor. • **DO NOT** give anything by mouth to an unconscious person.
If on skin or clothing:	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes:	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If inhaled:	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor or going for treatment. For medical emergencies involving this product, call 1-800-424-9300.	

Manufactured for: Alligare, LLC
13 N. 8th Street • Opelika, AL 36801

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION! Harmful if swallowed or absorbed through skin. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing and wash before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Mixers, loaders, applicators, and other handlers must wear:
- Long-sleeve shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves for all mixers and loaders, plus applicators using handheld equipment

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)].

User Safety Recommendations:
- Users should wash hands with plenty of soap and water before eating, drinking, chewing gum, using tobacco or using the toilet.
- Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This product is toxic to plants. Drift and run-off may be hazardous to plants in water adjacent to treated areas. Do not apply to water except as specified on this label. Treatment of aquatic weeds may result in oxygen depletion or loss due to decomposition of dead plants. Do not treat more than one-half the surface area of the water in a single operation and wait at least 10 to 14 days between treatments. Begin treatments along the shore and proceed outward in bands to allow aquatic organisms to move into untreated areas. Do not contaminate water when disposing of equipment washwaters or rinsate. See Directions for Use for additional precautions and requirements.

PHYSICAL AND CHEMICAL HAZARDS

Spray solutions of **Alligare Imazapyr 4 SL** must be mixed, stored and applied only in stainless steel, fiberglass, plastic, and plastic-lined steel containers.

DO NOT mix, store or apply **Alligare Imazapyr 4 SL** or spray solutions of **Alligare Imazapyr 4 SL** in unlined steel (except stainless steel) containers or spray tanks.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

DO NOT apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

Alligare Imazapyr 4 SL must be used only in accordance with directions on the booklet label. Keep containers closed to avoid spills and contamination.

Alligare Imazapyr 4 SL may be applied using helicopters, ground operated sprayers, low-volume hand-operated spray equipment including back-pack and pump-up sprayers, and tree injection equipment.

Observe all cautions and limitations in the labels of products used in combination with **Alligare Imazapyr 4 SL**.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard. The requirements in this box apply to use on trees being grown for sale or other commercial use, or for commercial seed production, or for production of timber or wood products, or for research purposes.

DO NOT enter or allow worker entry into treated areas during the restricted entry interval (REI) of **48 hours.**

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:
- Coveralls
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material
- Protective eyewear

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Do not enter treated areas until sprays have dried.

IMPORTANT

DO NOT use on food or feed crops. **DO NOT** use on Christmas trees. **DO NOT** apply this product within one-half mile upstream of an active potable water intake in flowing water (i.e., river, stream, etc.) or within one-half mile of an active potable water intake in a standing body of water, including a lake, pond or reservoir. **DO NOT** apply to water used for irrigation except as described in **APPLICATION TO WATERS USED FOR IRRIGATION** section of this label. Keep from contact with fertilizers, insecticides, fungicides, and seeds to prevent unintentional exposure of desirable vegetation to this product. **DO NOT** apply or drain or flush equipment on or near sensitive desirable plants, or on areas where their roots may extend, or in locations where the chemical may be washed or moved into contact with their roots. **DO NOT** apply to lawns. **DO NOT** side trim desirable vegetation with this product unless severe injury and plant death can be tolerated. Prevent drift of spray to desirable plants. Clean application equipment after using this product by thoroughly flushing with water.

RESISTANCE

When herbicides with the same mode of action are used repeatedly over several years to control the same weed species in the same application site, naturally occurring resistant weed biotypes may survive a correctly applied herbicide treatment, propagate and become dominant in that site. These resistant weed biotypes may not be adequately controlled. Using herbicides with different modes of action within these sites can aid in delaying the proliferation and possible dominance of herbicide resistant weed biotypes. It is advisable that each user of this product check with the local extension service for a current list of resistant weed biotypes.

PRODUCT INFORMATION

Alligare Imazapyr 4 SL is an aqueous solution intended to be mixed in water and surfactants(s) and applied as a post-emergent spray for control of most annual and perennial grasses, broadleaf weeds, vines, brambles, hardwood brush, trees for forestry site preparation and release of conifers from woody and herbaceous competition. This product may be used for selective woody and herbaceous weed control in natural regeneration of certain conifers (see pine release). This product may also be mixed in water and used for stump and cut-stem treatment for control of unwanted woody vegetation. This product can be applied along forest roads to control undesirable vegetation. This product can be used for the control of undesirable vegetation along non-irrigation ditchbanks and for the establishment and maintenance of wildlife openings. See use directions for stump and cut stem treatments and herbaceous weed control and use directions for spot treatment of undesirable hardwood vegetation.

This product may be applied on forestry sites that contain areas of temporary surface water caused by the collection of water between planting beds, in equipment ruts, or in other depressions created by forest management activities, except in the states of California and New York. It is permissible to treat drainage ditches, intermittent drainage, intermittently flooded low lying sites, seasonally dry flood plains, and transitional areas between upland and lowland sites when no water is present, except in the states of California and New York. Only the edge of drainage ditches can be treated for drainage ditches that contain water. It is also permissible to treat marshes, swamps, and bogs after water has receded, as well as seasonally dry flood deltas, except in the states of California and New York.

When applied postemeregence to weeds, **Alligare Imazapyr 4 SL** will control most annual and perennial grasses and broadleaf weeds in addition to many brush and vine species. **Alligare Imazapyr 4 SL** will provide residual control of labeled weeds which germinate in the treated areas. Postemergence application with a surfactant is the method of choice in most situations, particularly for perennial weeds. For maximum affect, weeds should be growing vigorously at postemergence application and the spray solution should include a surfactant. **Alligare Imazapyr 4 SL** solutions may be broadcast by using ground or aerial equipment, or may be applied as a spot treatment by using low-volume techniques. In addition, **Alligare Imazapyr 4 SL** may be used for stump and cut stem treatments.

Alligare Imazapyr 4 SL controls vegetation by absorbtion through foliage and roots, from which it is translocated rapidly throughout the plant, where it accumulates in rapidly-growing meristematic tissue. Treated plants stop growing soon after spray treatment. Chlorosis (yellowing of plant tissue) first appears in the newest leaves and necrosis spreads from this point. In perennials, **Alligare Imazapyr 4 SL** is translocated into and kills the roots and underground storage tissues to prevent most regrowth. Chlorosis and tissue necrosis may not be apparent in some plant species for several weeks after application and may take months for various woody plants, brush and trees.

PRECAUTIONS FOR AVOIDING INJURY TO NON-TARGET PLANTS

Untreated desirable plants can be affected by root uptake of this product from treated soil. Injury or loss of desirable plants may result if this product is applied on or near desirable plants, on areas where their roots extend, or in locations where the treated soil may be washed or moved into contact with their roots. When making applications along shorelines where desirable plants may be present, caution should be exercised to avoid spray contact with their foliage or spray application to the soil in which they are rooted. Shoreline plants that have roots that extend into the water in an area where this product has been applied generally will not be adversely affected by uptake of the herbicide from the water.

If treated vegetation is to be removed from the application site, **DO NOT** use the vegetative matter as mulch or compost on or around desirable species.

Untreated trees can occasionally be affected by root uptake of this product through movement into the top soil. Injury or loss of desirable trees or other plants may result if this product is applied on or near desirable trees or other plants, on areas where their roots extend or in locations where the treated soil may be washed or moved into contact with their roots.

SPRAY DRIFT MANAGEMENT

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

Spray drift from applying this product may damage sensitive plants adjacent to the treatment area. Only apply this product when the potential for drift to adjacent sensitive areas (e.g. residential areas, bodies of water, known habitat for threatened or endangered species, or non-target crops) is minimal. **DO NOT** apply when the following conditions exist that increase the likelihood of spray drift from intended targets: high or gusty winds, high temperatures, low humidity, temperature inversions.

The best drift management strategy and most effective way to reduce drift potential are to apply large droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see **WIND, TEMPERATURE AND HUMIDITY AND TEMPERATURE INVERSIONS**).

Controlling Droplet Size:

- Volume – Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- Pressure – **DO NOT** exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- Number of Nozzles – use the minimum number of nozzles that provide uniform coverage.
- Nozzle Orientation – Orienting nozzles so that the spray is released parallel to the airstream produces larger droplets than other orientations and is recommended practice. Significant deflection from the horizontal will reduce droplet size and increase drift potential.
- Nozzle Type – Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift. **DO NOT** use nozzles producing a mist droplet spray.

Application Height: Making applications at the lowest possible height (aircraft, ground driven spray boom) that is safe and practical reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the application equipment (e.g. aircraft, ground) upwind. Swath adjustment distance should increase with increasing drift potential (higher wind, smaller droplets, etc.).

Wind: Drift potential is lowest between wind speeds of 3-10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given speed. Application must be avoided below 3 mph due to variable wind direction and high inversion potential. NOTE: Local terrain can influence wind patterns. Every applicator needs to be familiar with local wind patterns and how they affect spray drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Drift potential is high during a temperature inversion. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud, which can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Wind Erosion: Avoid treating powdery dry or light sandy soils when conditions are favorable for wind erosion. Under these conditions, the soil surface should first be settled by rainfall or irrigation.

Aerial Application Methods and Equipment: Use 2 or more gallons of water per acre. The actual minimum spray volume per acre is determined by the spray equipment used. Use adequate spray volume to provide accurate and uniform distribution of spray particles over the treated area and to avoid spray drift.

Aerial Applications:

1. Applicators are required to use a coarse or coarser droplet size (ASABE S572) or, if specifically using a spinning atomizer nozzle, applicators are required to use a volume mean diameter (VMD) of 385 microns or greater for release heights below 10 feet; Applicators are required to use a very coarse or coarser droplet size or, if specifically using a spinning atomizer nozzle, applicators are required to use a VMD of 475 microns or greater for release heights above 10 feet; Applicators must consider the effects of nozzle orientation and flight speed when determining droplet size.
2. Applicators are required to use upwind swath displacement.
3. The boom length must not exceed 60% of the wingspan or 90% of the rotor blade diameter to reduce spray drift.
4. Applications with wind speed less than 3 mph and with wind speeds greater than 10 mph are prohibited.
5. Applications into temperature inversions are prohibited.

Ground Application (Broadcast): Use 5 or more gallons of water per acre. The actual minimum spray volume per acre is determined by the spray equipment used. Use adequate spray volume to provide accurate and uniform distribution of spray particles over the treated area and to avoid spray drift.

Ground Boom Applications:

1. Applicators are required to use a nozzle height below 4 feet above the ground or plant canopy and coarse or coarser droplet size (ASABE S572) or, if specifically using a spinning atomizer nozzle, applicators are required to use a volume mean diameter (VMD) of 385 microns or greater.
2. Applications with wind speeds greater than 10 mph are prohibited.
3. Applications into temperature inversions are prohibited.

The use of treated waters on irrigated crops within 120 days is prohibited.

ADJUVANTS

Postemergence applications of this product may require the addition of a spray adjuvant for optimum herbicide performance. Only use spray adjuvants that are labeled for the specific use sites. When using for conifer release treatments, please refer to the conifer release section of this label. The addition of a Chemical Producers and Distributors Associations (CPDA) certified adjuvant may increase control. A CPDA certified drift control agent may also be used.

Nonionic Surfactants: Use a nonionic surfactant at the rate of 0.25% v/v or higher (see manufacturer's label) of the spray solution (0.25% v/v is equivalent to 1 quart in 100 gallons). For best results, select a nonionic surfactant with a HLB (hydrophilic to lipophilic balance) ratio between 12 and 17 with at least 90% surfactant in the formulated product (alcohols, fatty acids, oils, ethylene glycol or diethylene glycol should not be considered as surfactants to meet the above requirements).

Methylated Seed Soils or Vegetable Oil Concentrates: Instead of a surfactant, a methylated seed oil or vegetable-based seed oil concentrate may be used at the rate of 1.5 to 2 pints per acre. When using spray volumes greater than 30 gallons per acre, methylated seed oil or vegetable based seed oil concentrates should be mixed at a rate of 1% of the total spray volume, or alternatively use a nonionic surfactant as described above. Research indicates that these oils may aid in product deposition and uptake by plants under moisture or temperature stress.

Silicone Based Surfactants: See manufacturer's label for specific rates instructions. Silicone-based surfactants may reduce the surface tension of the spray droplet, allowing greater spreading on the leaf surface as compared to conventional nonionic surfactants. However, some silicone-based surfactants may dry too quickly, limiting herbicide uptake.

Invert emulsions: This product can be applied as an invert emulsion. Consult the invert chemical label for proper mixing directions.

Fertilizer/Surfactant Blends: Nitrogen based liquid fertilizers such as 28%N, 32%N, 10-34-0 or ammonium sulfate, may be added at the rate of 2 to 3 pints per acre in combination with the specified rate of nonionic surfactant, methylated seed oil or vegetable/seed oil concentrate. Do not use fertilizers in a tank mix without a nonionic surfactant, methylated seed oil or vegetable/seed oil concentrate.

Other: An antifoaming agent, spray pattern indicator or drift reducing agent may be applied at the product labeled rate if necessary or desired.

WEEDS CONTROLLED

Alligare Imazapyr 4 SL provides postemergence control and some residual control of the following target weed species. The degree of control is both species and rate dependent. Use **Alligare Imazapyr 4 SL** only in accordance with the directions on this label.

GRASSES:

The species of annual and perennial grasses controlled by **Alligare Imazapyr 4 SL** include the following:

Annual bluegrass *(Poa annua)*
Bahiagrass *(Paspalum notatum)*
Barnyardgrass *(Echinochloa crus-galli)*
Beardgrass *(Andropogon* spp.*)*
Bermudagrass *(Cynodon dactylon)*[1]
Big bluestem *(Andropogon gerardii)*
Broadleaf signalgrass *(Brachiaria platyphylla)*
Canada bluegrass *(Poa compressa)*
Cattail *(Typha* spp.*)*
Cheat *(Bromus secalinus)*
Cogongrass *(Imperata cylindrica)*[2]
Crabgrass *(Digitaria* spp.*)*
Crowfootgrass *(Dactyloctenium aegyptium)*
Dallisgrass *(Paspalum dilatatum)*
Downy brome *(Bromus tectorum)*
Fall panicum *(Panicum dichotomiflorum)*
Feathertop *(Pennisetum villosum)*
Fescue *(Festuca* spp.*)*
Foxtail *(Setaria* spp.*)*
Giant reed *(Arundo donax)*
Goosegrass *(Eleusine indica)*
Guineagrass *(Panicum maximum)*
Italian ryegrass *(Lolium multiflorum)*
Itchgrass *(Rottboellia exaltata)*
Johnsongrass *(Sorghum halepense)*[1]
Junglerice *(Echinochloa colonum)*
Kentucky bluegrass *(Poa pratensis)*
Lovegrass *(Eragrostis* spp.*)*[1]
Orchardgrass *(Dactylis glomerata)*
Panicum spp.
Paragrass *(Brachiaria mutica)*
Phragmites *(Phragmites australis)*
Prairie cordgrass *(Spartina pectinata)*
Prairie threeawn *(Aristida oligantha)*
Quackgrass *(Agropyron repens)*
Reed canarygrass *(Phalaris arundinacea)*
Saltgrass *(Distichlis stricta)*
Sand dropseed *(Sporobolus cryptandrus)*
Sandbur *(Cenchrus* spp.*)*
Smooth brome *(Bromus inermis)*
Sprangletop *(Leptochloa* spp.*)*
Timothy *(Phleum pratense)*
Torpedograss *(Panicum repens)*
Vaseygrass *(Paspalum urvillei)*
Wild barley *(Hordeum* spp.*)*
Wild oats *(Avena fatua)*
Wirestem muhly *(Muhlenbergia frondosa)*
Witchgrass *(Panicum capillare)*
Woolly cupgrass *(Eriochloa villosa)*

[1] Use higher labeled rates.
[2] Use minimum of 24 oz. per acre.

BROADLEAF WEEDS:

The species of annual and perennial broadleaf weeds controlled by **Alligare Imazapyr 4 SL** include the following:

Arrowwood *(Pluchea sericea)*
Broom snakeweed *(Gutierrezia sarothrae)*
Bull thistle *(Cirsium vulgare)*
Burclover *(Medicago* spp.*)*
Burdock *(Arctium* spp.*)*
Camphorweed *(Heterotheca subaxillaris)*
Canada thistle *(Cirsium arvense)*
Carolina geranium *(Geranium carolinianum)*
Carpetweed *(Mullugo verticillata)*
Chickweed, mouseear *(Cerastium vulgatum)*
Clover *(Trifolium* spp.*)*
Cocklebur *(Xanthium strumarium)*
Common chickweed *(Stellaria media)*
Common ragweed *(Ambrosia artemisiifolia)*
Cudweed *(Gnaphalium* spp.*)*
Dandelion *(Taraxacum officinale)*
Desert camelthorn *(Alhagi pseudalhagi)*
Diffuse knapweed *(Centaurea diffusa)*
Dock *(Rumex* spp.*)*
Dogfennel *(Eupatorium capillifolium)*
Fiddleneck *(Amsinckia intermedia)*
Filaree *(Erodium* spp.*)*
Fleabane *(Erigeron* spp.*)*
Giant ragweed *(Ambrosia trifida)*
Goldenrod *(Solidago* spp.*)*
Gray rabbitbrush *(Chrysothamnus nauseosus)*
Henbit *(Lamium aplexicaule)*
Hoary vervain *(Verbena stricta)*
Horseweed *(Conyza canadensis)*
Indian mustard *(Brassica juncea)*
Japanese bamboo/knotweed *(Polygonum cuspidatum)*
Knotweed, prostrate *(Polygonum aviculare)*
Kochia *(Kochia scoparia)*
Lambsquarters *(Chenopodium album)*
Little mallow *(Malva parviflora)*
Milkweed *(Asclepias* spp.*)*
Miners lettuce *(Montia perfoliata)*
Mullein *(Verbascum* spp.*)*
Nettleleaf goosefoot *(Chenopodium murale)*
Oxeye daisy *(Chrysanthemum leucanthemum)*
Pepperweed *(Lepidium* spp.*)*
Pigweed *(Amaranthus* spp.*)*
Plantain *(Plantago* spp.*)*
Pokeweed *(Phytolacca americana)*
Primrose *(Oenothera kunthiana)*
Puncturevine *(Tribulus terrestris)*
Purple loosestrife *(Lythrum salicaria)*
Purslane *(Portulaca* spp.*)*
Pusley, Florida *(Richardia scabra)*
Rocket, London *(Sisymbrium irio)*
Rush skeletonweed *(Chondrilla juncea)*
Russian knapweed *(Centaurea repens)*
Russian thistle *(Salsola kali)*
Saltbush *(Atriplex* spp.*)*
Shepherd's purse *(Capsella bursa-pastoris)*
Silverleaf nightshade *(Solanum elaeagnifolium)*
Smartweed *(Polygonum* spp.*)*
Sorrell *(Rumex* spp.*)*
Sowthistle *(Sonchus* spp.*)*
Spurge, annual *(Euphorbia* spp.*)*
Stinging nettle *(Urtica dioica)*
Sunflower *(Helianthus* spp.*)*
Sweet clover *(Melilotus* spp.*)*
Tansymustard *(Descurainia pinnata)*
Texas thistle *(Cirsium texanum)*
Velvetleaf *(Abutilon theophrasti)*
Western ragweed *(Ambrosia psilostachya)*
Wild carrot *(Daucus carota)*
Wild lettuce *(Lactuca* spp.*)*
Wild parsnip *(Pastinaca sativa)*
Wild turnip *(Brassica campestris)*
Woollyleaf bursage *(Ambrosia grayi)*
Yellow starthistle *(Centaurea solstitialis)*
Yellow woodsorrel *(Oxalis stricta)*

VINES AND BRAMBLES:

The species of vines and brambles controlled by **Alligare Imazapyr 4 SL** include the following:

Field bindweed *(Convolvulus arvensis)*
Hedge bindweed *(Calystegia sequium)*
Honeysuckle *(Lonicera* spp.*)*[1]
Morningglory *(Ipomoea* spp.*)*
Poison ivy *(Rhus radicans)*
Redvine *(Brunnichia cirrhosa)*
Trumpetcreeper *(Campsis radicans)*
Virginia creeper *(Parthenocissus quinquefolia)*
Wild buckwheat *(Polygonum convolvulus)*
Wild grape *(Vitis* spp.*)*
Wild rose *(Rosa* spp.*)*[1]
Including: Multiflora rose *(Rosa multiflora)*
Macartney rose *(Rosa bracteata)*

[1] Use higher labeled rates.

WOODY BRUSH AND TREES:
The species of woody brush and trees controlled by **Alligare Imazapyr 4 SL** include the following:

Alder *(Alnus* spp.*)*
American beech *(Fagus grandifolia)*
Ash *(Fraxinus* spp.*)*[1]
Aspen *(Populus* spp.*)*
Autumn olive *(Elaeagnus umbellata)*
Bald cypress *(Taxodium distichum)*
Bigleaf Maple *(Acer macrophyllum)*
Birch *(Betula* spp.*)*[1]
Black oak *(Quercus kelloggii)*
Blackgum *(Nyssa sylvatica)*[2]
Boxelder *(Acer negundo)*
Brazilian peppertree *(Schinus terebinthifolius)*
Ceanothis *(Ceanothis* spp.*)*
Cherry *(Prunus* spp.*)*[1,2]
Chinaberry *(Melia azedarach)*
Chinese tallow-tree *(Sapium sebiferum)*
Chinquapin *(Castanopsis chrysophylla)*
Cottonwood *(Populus trichocarpa and Populus deltoides)*
Cypress *(Taxodium* spp.*)*
Dogwood *(Cornus* spp.*)*[1]
Eucalyptus *(Eucalyptus* spp.*)*
Hawthorn *(Crataegus* spp.*)*
Hickory *(Carya* spp.*)*[1]
Huckleberry *(Gaylussacia* spp.*)*
Lyonia spp.
Including: Fetterbush *(Lyonia lucida)*
Staggerbush *(Lyonia mariana)*
Madrone *(Arbutus menziesii)*
Maple *(Acer* spp.*)*
Melaleuca *(Melaleuca quinquenervia)*
Mulberry *(Morus* spp.*)*[1,3]
Oak *(Quercus* spp.*)*[4]
Persimmon *(Diospyros virginiana)*[2]
Poison oak *(Rhus diversiloba)*
Popcorn-tree *(Sapium sebiferum)*
Poplar *(Populus* spp.*)*
Privet *(Ligustrum vulgare)*
Red Alder *(Alnus rubra)*
Red Maple *(Acer rubrum)*
Saltcedar *(Tamarix pentandra)*
Sassafras *(Sassafras albidum)*
Sourwood *(Oxydendrum arboreum)*[2]
Sumac *(Rhus* spp.*)*
Sweetgum *(Liquidambar styraciflua)*
Sycamore *(Platanus occidentalis)*
Tanoak *(Lithocarpus densiflorus)*[1]
TiTi *(Cyrilla racemiflora)*[5]
Tree of heaven *(Ailanthus altissima)*
Vaccinium spp.
Including: Blueberry *(Vaccinium* spp.*)*
Sparkleberry *(Vaccinium arboretum)*
Willow *(Salix* spp.*)*
Yellow poplar *(Liriodendron tulipifera)*[1]

[1] Use higher labeled rates.
[2] Best control with applications prior to formation of fall leaf color.
[3] The degree of control may be species dependent.
[4] For Water oak *(Quercus nigra)*, Laurel oak *(Q. laurifloria)*, Willow oak *(Q. phellos)* and Live oak *(Q. virginiana)* use higher labeled rates.
[5] Suppression only.

MIXING AND APPLICATION INSTRUCTIONS

HELICOPTER EQUIPMENT:
Thoroughly mix the specified amount of **Alligare Imazapyr 4 SL** in 5 to 30 gallons of water per acre and apply uniformly with properly calibrated helicopter equipment. Use a nonionic surfactant to improve weed control. A drift control agent may be used at its specified label rate. An anti-foam agent may be added, if needed. Exercise all precautions to minimize or eliminate spray drift. Avoid applications during windy or gusty conditions. Use of a Microfoil™ boom, Thru-Valve™ boom, raindrop nozzles, controlled droplet booms and nozzle configurations is recommended. Maintain adequate buffer zones to minimize potential impacts to desirable vegetation.

IMPORTANT: **DO NOT** make applications by fixed wing aircraft.

Thoroughly clean mixing and application equipment by thoroughly flushing with water immediately after using this product. Prolonged exposure of uncoated/unpainted steel (except stainless steel) surfaces to this product may result in corrosion and failure of the exposed part. Maintaining painted surfaces may prevent corrosion.

GROUND EQUIPMENT:
Thoroughly mix and apply the specified amount of **Alligare Imazapyr 4 SL** in 5 to 100 gallons of water per acre. Use a nonionic surfactant to enhance weed control. A drift control agent and an anti-foam agent may also be added at the specified label rates, if needed. If desired, a spray pattern indicator may be used at the specified label rate. To minimize spray drift, select proper nozzles to avoid spraying a fine mist, use pressures less than 50 psi and **DO NOT** spray under gusty or windy conditions (also refer to **SPRAY DRIFT MANAGEMENT** section). Maintain adequate buffer zones to minimize potential impacts to desirable vegetation.

For best results, apply the spray solution to uniformly cover the foliage of the undesirable vegetation to be controlled.

Clean mixing and application equipment immediately after using this product by thoroughly flushing with water.

FOLIAR APPLICATIONS

Low Volume Foliar:
For low volume, select proper nozzles to avoid over-application. Moisten, but do not drench target vegetation causing spray solution to run off. Proper application is critical to ensure desirable results. Best results are achieved when the spray covers the crown and approximately 70 percent of the plant.

DIRECTED FOLIAR OR SPOT SPRAY EQUIPMENT:
For directed or spot spray applications with helicopter, ground equipment or low-volume hand-operated spray equipment, thoroughly mix 1.0 to 5.0% **Alligare Imazapyr 4 SL** by volume (v/v) in water with at least 1/4% nonionic surfactant by volume, according to the table below.

MIXING GUIDE FOR ALLIGARE IMAZAPYR 4 SL

SOLUTION VOLUME	Alligare Imazapyr 4 SL CONCENTRATION (%)			NONIONIC SURFACTANT
	1.0	2.5	5.0	
1 gallon	1-1/3 oz.	3-1/3 oz.	6-2/3 oz.	1/3 oz.
5 gallons	6-2/3 oz.	1 pint	2 pints	1-2/3 oz.
10 gallons	13-1/3 oz.	2 pints	4 pints	3-1/3 oz.
25 gallons	2 pints	5 pints	10 pints	8 oz.
100 gallons	1 gal.	2.5 gal.	5 gal.	2 pints

2 tablespoons = 1 fluid ounce

For optimum performance and efficacy, apply spray to uniformly cover the target vegetation foliage. Direct spray to avoid contacting desirable conifers. Avoid direct application to desired plant species as injury may occur.

IMPORTANT: **DO NOT** over apply to cause run-off from treated foliage. **DO NOT** exceed specified dosage rate per acre.

CUT STUBBLE:
This product can be applied within 2 weeks after mechanical mowing or cutting of brush. To suppress or control resprouting, uniformly apply a spray solution of this product at the rate of 1 to 2 pints per acre to the cut area. This product may be tank-mixed with picloram, or equivalent labeled product for this use to aid in control or suppression of brush. The addition of 5% (v/v) or more of a penetrating agent can aid in uptake through the bark or exposed roots.

Cut stubble applications are made to the soil and cut brush stumps. This type of application may increase ground cover injury. However, vegetation will recover. Making applications of this product directly to the soil can increase potential root uptake causing injury or death of desirable trees.

Efficacy can be increased and root uptake by desirable vegetation can be decreased if the brush is allowed to regrow and the foliage is treated. See the Brush Control section of this label.

STUMP AND CUT STEM TREATMENTS

Alligare Imazapyr 4 SL will control undesirable woody vegetation in forest management when applied as a water solution to the cambium area of freshly-cut stump surfaces or to cuts on the stem of the target woody vegetation. Applications can be made at any time of the year except during periods of heavy sap flow in the spring. Tree injection and cut stem treatments are most effective in late summer and early fall. **DO NOT** over-apply to cause run-off or puddling of spray solution.

MIXING:
Mix **Alligare Imazapyr 4 SL** as either a concentrate or dilute solution for stump and cut stem treatments. Apply dilute solutions to the surface of the stump or to cuts on the stem of the target woody vegetation. Apply concentrate solutions to cuts on the stem. Use of the concentrate solutions permits application to fewer cuts on the stem, especially for large diameter trees. Follow the application directions below to determine proper application techniques for each type of solution.

To prepare a dilute solution, mix 4 to 6 fluid ounces of **Alligare Imazapyr 4 SL** with one gallon of water. Except in the state of California, if temperatures are such that freezing of the spray mixture may occur, antifreeze (ethylene glycol) may be added according to manufacturer's label to prevent freezing. The use of a surfactant or penetrating agent may improve herbicide uptake through partially callused cambium tissue.

To prepare a concentrated solution, use undiluted **Alligare Imazapyr 4 SL** product or mix up to 75% water, by volume.

APPLICATION WITH DILUTE SOLUTIONS:
For cut stump treatments: Spray or brush the solution onto the cambium area of the freshly cut stump surface. Thoroughly wet the entire cambium area (the wood next to the bark of the stump).

For tree injection treatments: Using standard injection equipment, apply 1 milliliter of solution at each injection site around the tree with no more than one inch intervals between cut edges. Insure that the injector completely penetrates the bark at each injection site.

For frill or girdle treatments: Use a hatchet, machete or similar implement to make cuts through the bark around the tree at intervals no more than two inches between cut edges. Spray or brush **Alligare Imazapyr 4 SL** solution into each cut until thoroughly wet.

APPLICATION WITH CONCENTRATED SOLUTIONS:
For tree injection treatments: Using standard injection equipment, apply 1 milliliter of solution at each injection site. Make at least one injection cut for every three inches of Diameter at Breast Height (DBH) on the target tree. For example, a three inch DBH tree will receive 1 injection cut while a six inch DBH tree will receive 2 injection cuts. On trees requiring more than one injection site, place the injection cuts at approximately equal intervals around the tree.

For hack and squirt treatments: Use a hatchet, machete or similar implement to make cuts at a downward angle completely through the bark and cambium at approximately equal intervals around the tree. Make at least one cut for every 3 inches of DBH on the target tree as described above, using a squirt bottle, syringe, or similar device apply about 1 milliliter of concentrate solution into each cut, ensuring that the solution does not run out of the cut.

NOTE: Injury may occur to desirable woody plants if the shoots extend from the same root system or their root systems are grafted to those of the treated tree.

SITE PREPARATION TREATMENTS
Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

Alligare Imazapyr 4 SL will control labeled grass and broadleaf weeds, vines, brambles, woody brush and trees on forest sites when applied before replanting the following conifer crop species:

Crop Species	Rate (fl oz./A)
Loblolly Pine (*Pinus taeda*)	24 – 40
Loblolly X Pitch Hybrid	24 – 40
Longleaf Pine (*Pinus palustris*)	24 – 40
Shortleaf Pine (*Pinus echinata*)	24 – 40
Virginia Pine (*Pinus virginiana*)	24 – 40
Slash Pine (*Pinus elliottii*)	20 – 32
Douglas-Fir (*Pseudotsuga menziesii*)	12 – 24
Coastal Redwood (*Sequoia sempervirens*)	12 – 24
Western Hemlock (*Tsuga heterophylla*)	12 – 24
California Red Fir (*Abies magnifica*)	12 – 20
California White Fir (*Abies concolor*)	12 – 20
Jack Pine (*Pinus banksiana*)	12 – 16
Lodgepole Pine (*Pinus contorta*)	12 – 16
Pitch Pine (*Pinus rigida*)	12 – 16
Ponderosa Pine (*Pinus ponderosa*)	12 – 16
Sugar Pine (*Pinus lambertiana*)	12 – 16
White Pine (*Pinus strobus*)	12 – 16
Black Spruce (*Picea mariana*)	12 – 16
Red Spruce (*Picea rubens*)	12 – 16
White Spruce (*Picea glauca*)	12 – 16

Apply the specified rate of **Alligare Imazapyr 4 SL** per acre as a broadcast foliar spray for long-term control of labeled woody plants and residual control of herbaceous annual and perennial weeds. Within 4 to 6 weeks of treatment, herbaceous weeds will be controlled and may provide fuel to facilitate a site preparation burn for controlling conifers or other species tolerant to the herbicide.

For helicopter applications, apply the specified rate of **Alligare Imazapyr 4 SL** per acre in 5 to 30 gallons total spray solution. For mechanical ground sprays and backpack applications, apply the specified rate of **Alligare Imazapyr 4 SL** per acre in 5 to 100 gallons total spray solution. Use at least 1/2% percent by volume nonionic surfactant. Use the higher label rates of **Alligare Imazapyr 4 SL** and higher spray volumes to control especially dense, multi-layered canopies of hardwood stands or difficult to control species.

Tank mixes may be necessary to control conifers and other species that are tolerant to **Alligare Imazapyr 4 SL**. Observe all precautions and restrictions on the tank mix partner label. Always follow the most restrictive label. NOTE that some other products labeled for forest site preparation may kill plants such as legumes and blackberry that are desirable for wildlife habitat.

Where quick initial brown out (deadening of foliage) is desired for burning, apply a tank mixture of 16 to 32 fluid oz. **Alligare Imazapyr 4 SL** plus 16 to 64 fluid oz. Accord® or 16 to 48 fluid oz. Garlon 4™ per acre. To control seedling pines, apply 16 to 32 fluid oz. **Alligare Imazapyr 4 SL** plus 3 to 4 quarts Accord®. For site preparation, rates less than 24 oz. **Alligare Imazapyr 4 SL** will provide suppression of hardwood brush and trees; however, some resprouting may occur.

DO NOT plant seedlings of Black Spruce *(Picea mariana)* or White Spruce *(Picea glauca)* on sites that have been broadcast treated with **Alligare Imazapyr 4 SL** or into the treated zone of spot or banded applications for at least three months after treatment or injury may occur.

HERBACEOUS WEED CONTROL
Use **Alligare Imazapyr 4 SL** for selective weed control in the following conifers:

Crop Species	Rate (fl. oz./A)
Loblolly Pine *(Pinus taeda)*	6 - 10
Loblolly X Pitch Hybrid	6 - 10
Virginia Pine *(Pinus virginiana)*	6 - 10
Longleaf Pine *(Pinus palustris)*[1]	4 - 6
Shortleaf Pine (Pinus echinata)[1]	4 - 6
Slash Pine *(Pinus elliottii)*[1]	4 - 6
Douglas-Fir *(Pseudotsuga menziesii)*[1]	4 - 6

[1] Use of surfactant is not recommended.

Alligare Imazapyr 4 SL may be broadcast, banded over tree rows or directed for release of young conifers from herbaceous weeds. To diminish the possibility of conifer injury, **DO NOT** apply **Alligare Imazapyr 4 SL** when conifers are under stress from drought, diseases, animal or winter injury, planting shock or other stresses that may reduce conifer vigor. Broadcast applications may be made by helicopter, ground or backpack sprayer. For best results, apply **Alligare Imazapyr 4 SL** to newly emerged weeds. Use the higher labeled rates for hard-to-control weeds. Where herbaceous weeds have over-topped conifer seedlings, add a nonionic surfactant at up to 1/4% of the spray solution volume to improve weed control (except for Slash Pine, Longleaf Pine, and Douglas-fir). Conifers in the treated area may exhibit minor growth inhibition, especially when treatments are applied during periods of active conifer growth.

Alligare Imazapyr 4 SL may also be applied by backpack or hand-held sprayers to control herbaceous weeds around individual conifer seedlings. Mix 0.4 to 0.6 fluid oz. **Alligare Imazapyr 4 SL** and 0.2 fluid oz. nonionic surfactant per gallon of water. Direct the spray to the weeds and minimize spray contact with conifer seedlings to avoid seedling damage. **DO NOT** exceed the maximum labeled rates listed above.

Alligare Imazapyr 4 SL can also be tank mixed with a sulfometuron-methyl product to broaden the weed control spectrum. For loblolly pine only, apply 4 to 6 fluid oz. **Alligare Imazapyr 4 SL** plus a sulfometuron-methyl product at the specified label rate per acre. Application of **Alligare Imazapyr 4 SL** plus Oust® to other conifer species, however, may cause growth suppression.

CONIFER RELEASE TREATMENTS
Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

Alligare Imazapyr 4 SL may be applied as a broadcast or directed spray to suppress the labeled brush, tree and herbaceous weed species. In conifer stands of all ages, use directed low-volume sprays onto unwanted vegetation and avoid direct contact to the conifers. **DO NOT** exceed the maximum labeled rates listed below.

Use broadcast applications of **Alligare Imazapyr 4 SL** for release of the following conifers from hardwood competition:

Crop Species	Rate (fl. oz./A)
Loblolly Pine *(Pinus taeda)*[3]	12 - 20
Loblolly X Pitch Hybrid[3]	12 - 20
Virginia Pine *(Pinus virginiana)*[3]	12 - 20
Longleaf Pine *(Pinus palustris)*	12 - 16
Pitch Pine *(Pinus rigida)*	12 - 16
Shortleaf Pine *(Pinus echinata)*	12 - 16
Slash Pine *(Pinus elliottii)*	12 - 16
White Pine *(Pinus strobus)*[1]	8 - 16
California Red Fir *(Abies magnifica)*	8 - 12
California White Fir *(Abies concolor)*	8 - 12
Lodgepole Pine *(Pinus contorta)*[2]	8 - 12
Douglas-Fir *(Pseudotsuga menziesii)*[2]	8 - 12
Jack Pine *(Pinus banksiana)*[2]	6 - 12
Black Spruce *(Picea mariana)*[2]	6 - 12
Red Spruce *(Picea rubens)*[2]	6 - 12
White Spruce *(Picea glauca)*[2]	6 - 12

[1] **DO NOT** make applications to white pine stands younger than three years old. To minimize potential injury to White Pine, release treatments must not be made prior to July 15.
[2] Applications must be made after formation of final conifer resting buds in the fall or height growth inhibition may occur.
[3] Mid-rotation release: For broadcast applications below the pine canopy in established stands of Loblolly Pine, Loblolly X pitch hybrid, and Virginia Pine use 16-32 oz. product per acre. For mid-rotation release of other species use rates listed above.

Apply the specified rate of **Alligare Imazapyr 4 SL** per acre when applying broadcast sprays by helicopter or ground spray equipment. Refer to mixing and application instructions for proper spray volumes. A nonionic surfactant may be added but at no more than 1/4% by volume of the finished spray. Use the higher label rates of **Alligare Imazapyr 4 SL** when controlling especially dense stands or hard to control species.

Conifers may exhibit some minor growth inhibition when release treatments are made during periods of active conifer growth. To minimize potential growth inhibition, **DO NOT** make broadcast applications to conifer stands, except loblolly pine, before the end of the second growing season and, then, not until late in the growing season. To reduce the possibility of conifer injury, **DO NOT** apply **Alligare Imazapyr 4 SL** when conifers are under stress from drought, diseases, animal or winter injury, or other stresses that reduce conifer vigor.

For release of loblolly pine seedlings during the first growing season following planting or for one-year-old natural loblolly pine regeneration: For one-year-old loblolly pine release, apply 12-20 fluid oz./A **Alligare Imazapyr 4 SL** after July 15. Use rates below 16 fluid oz./A for growth suppression of hardwoods; however, some hardwood resprouting should be expected.

For release of 2-to-5 year old slash pine and longleaf pine from undesirable woody plants: Broadcast release treatments over the top of pines after August 15 and only in stands 2 to 5 years old. **DO NOT** add surfactant to the spray solution and use the lower labeled rates on areas with sandy soils.

For release of slash pine over 5 years old by aerial application: Apply ONLY after September 15 after height growth has stopped and buds have set. Use 12 to 14 fluid oz **Alligare Imazapyr 4 SL** per acre but only 12 fluid oz on areas with sandy soils. **DO NOT** add surfactant to the spray solution. **DO NOT** over apply by overlapping the spray pattern or dressing up around the edges of a tract. Since this treatment may cause some inhibition in height growth or terminal dieback, it should not be used if such affects are unacceptable.

For use ONLY in Maine for release of Jack Pine, Black Spruce, Red Spruce and White Spruce: For hardwood growth suppression, apply **Alligare Imazapyr 4 SL** at rates less than 6 fluid oz. per acre when tank mixed with glyphosate. Use a nonionic surfactant at rates greater than 0.25% v/v. The use of **Alligare Imazapyr 4 SL** with more than 0.25% v/v non-ionic surfactant can result in conifer growth inhibition or mortality, and must not be used if this type of conifer injury is unacceptable.

The use of **Alligare Imazapyr 4 SL** rates below 6 oz./A are intended for hardwood brush growth suppression and hardwood brush resprouting should be expected.

USE FOR SPOT TREATMENT OF UNDESIRABLE BRUSH AND HARDWOOD VEGETATION

Apply Alligare Imazapyr 4 SL as a directed foliar or cut stem application in conifer stands of all ages for the conifer species listed above. Mix and apply as described above for directed foliar or cut stem applications. **DO NOT** exceed the maximum labeled rates listed above. Cut stem applications may be used for spot treatment of undesirable hardwoods in Ponderosa Pine stands using 12 oz. or less of product per acre.

Avoid direct spray contact to desired plant species as injury may occur. Injury may occur to non-target or desirable hardwoods or conifers if they extend from the same root system or their root systems are grafted to those of the treated tree or if their roots extend into the treated zone.

Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

LATE ROTATION VEGETATION CONTROL IN WESTERN CONIFERS

In California, the Pacific Northwest and Inland Northwest, broadcast aerial applications of this product up to 24 fl. oz./A are permissible in conifer stands that are targeted for harvesting the year following treatment. Use minimum spray volume of 15 gallons per acre. Do not use this treatment if conifer injury or mortality cannot be tolerated.

Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

BAG AND SPRAY APPLICATIONS FOR CONIFER RELEASE

In Douglas fir and Ponderosa pine stands, broadcast applications of this product up to 16 fl. oz./A are permissible when the trees are covered by bags prior to the application. The bags must prevent the spray mix from contacting the conifer foliage. On sites with coarse textured soils (e.g., decomposed granite, pumice, sandy or rocky sites) or low levels of soil organic matter (generally 5% or less) significant conifer growth inhibition and mortality is possible. Do not use this treatment on these types of sites if conifer growth inhibition and mortality cannot be tolerated.

Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

AQUATIC USE SECTION
USE PRECAUTIONS AND RESTRICTIONS FOR AQUATICS

In the state of New York, Aquatic Uses are Not Allowed.

Applications may only be made for the control of undesirable emergent and floating aquatic vegetation in and around standing and flowing water, including estuarine and marine sites. Applications may be made to control undesirable wetland, riparian and terrestrial vegetation growing in or around surface water.

Aerial application is restricted to helicopter only.

Application of this product can only be made by federal or state agencies, such as Water Management District personnel, municipal officials and the U.S. Army Corps of Engineers, or those applicators who are licensed or certified as aquatic pest control applicators and are authorized by the state or local government.

Applications to private water: Applications may be made to private waters that are still, including ponds, lakes and drainage ditches where there is minimal or no outflow to public waters.

Application to public waters: Applications may be made to public waters including ponds, lakes, reservoirs, marshes, bayous, drainage ditches, canals, streams, rivers, and other slow-moving or quiescent bodies of water for control of aquatic weeds or for control of riparian and wetland weed species.

Consult local state fish and game agency and water control authorities before applying this product to public water. Permits may be required to treat such water.

Recreational Use of Water in Treatment Area: There are no restrictions on the use of water in the treatment area for recreational purposes, including swimming and fishing.

Livestock Use of Water in/from Treatment Area: There are no restrictions on livestock consumption of water from the treatment area.

Precautions for Potable Water Intakes: Do not apply this product directly to water within one-half mile upstream of an active potable water intake in flowing water (i.e., river, stream, etc.) or within one-half mile of an active potable water intake in a standing body of water such as lake, pond or reservoir. To make aquatic applications around and within one-half mile of active potable water intakes, the water intake must be turned off during application and for a minimum of 48 hours after the application. These aquatic applications may be made only in the cases where there are alternative water sources or holding ponds, which would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications. Note: Existing potable water intakes which are no longer in use, such as those replaced by connections to wells or a municipal water system, are not considered to be active potable water intakes. This restriction does not apply to intermittent, inadvertent over spray of water in terrestrial use sites.

APPLICATION TO WATERS USED FOR IRRIGATION

The use of treated waters on irrigated crops within 120 days of treatment is prohibited.

Seasonal Irrigation Water: This product may be applied during the off-season to surface waters that are used for irrigation on a seasonable basis, provided that there is a minimum of 120 days between product application and the first use of treated water for irrigation purposes or until product residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less.

Irrigation Canals/Ditches: Do not apply this product to irrigation canals/ditches unless the 120-day restriction on irrigation water usage can be observed or product residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less. Do not apply this product to dry irrigation canals/ditches.

Quiescent or Slow Moving Waters: In lakes and reservoirs DO NOT apply this product within one (1) mile of an active irrigation water intake during the irrigation season. Applications less than one (1) mile from an active irrigation water intake may be made during the off-season, provided that the irrigation intake will remain active for a minimum 120 days after application or until product residue levels are determined by laboratory analysis, or other appropriate means of analysis, to be 1.0 ppb or less.

Moving Water: Do not apply within one-half mile downstream of an active irrigation water intake. When making applications upstream from an active irrigation water intake, the intake must be turned off for a period of time sufficient to allow the upstream portion of treated water to completely flow past the irrigation intake before use can resume. Shut off time will be determined by the speed of water flow and the distance and length of water treated upstream from the intake. Consult local, state and/or federal authorities before making any applications upstream from an active irrigation water intake.

Use Sites: This product is an aqueous solution to be mixed with water and a surfactant and applied as a spray solution to control floating and emergent undesirable vegetation (see AQUATIC WEEDS CONTROLLED section and the ADDITIONAL WEEDS CONTROLLED section) in or near bodies of water which may be flowing, non-flowing, or transient. This product may be applied to specified aquatic sites that include lakes, rivers, streams, ponds, seeps, drainage ditches, canals, reservoirs, swamps, bogs, marshes, estuaries, bays, brackish water, transitional areas between terrestrial and aquatic sites and seasonal wet areas. See AQUATIC USE section of this label for precautions, restrictions, and instructions on aquatic uses.

Read and observe the following directions if aquatic sites are present in terrestrial non-crop areas and are part of the intended treatment area:

Herbicidal Activity: This product will control most annual and perennial grasses and broadleaf weeds in addition to many brush and vine species with some residual control of undesirable species that germinate above the waterline. This product is readily absorbed through emergent leaves and stems and is translocated rapidly throughout the plant, with accumulation in the meristematic regions. Treated plants stop growing soon after spray application. Chlorosis appears first in the newest leaves, and necrosis spreads from this point. In perennials, the herbicide is translocated into, and kills, underground or submerged storage organs, which prevents regrowth. Chlorosis and tissue necrosis may not be apparent in some plant species until two or more weeks after application. Complete kill of plants may not occur for several weeks. Performance of this product may be reduced if rainfall occurs within 2 hours of application. **This product does not control plants which are completely submerged or have a majority of their foliage under water.**

Application Methods: This product must be applied to the emergent foliage of the target vegetation and has little to no activity on submerged aquatic vegetation. Product concentrations resulting from direct application to water are not expected to be of sufficient concentration or duration to provide control of target vegetation. Application must be made in such a way as to maximize spray interception by the target vegetation while minimizing the amount of over spray that enters the water. For maximum activity, weeds should be growing vigorously at the time of application and the spray solution should include a surfactant (See ADJUVANTS section for specific recommendations). This product may be selectively applied by using low-volume directed application techniques or may be broadcast-applied by using ground equipment, watercraft or by helicopter. In addition, this product may also be used for cut stump, cut stem and frill and girdle treatments within aquatic sites (see AERIAL APPLICATIONS and GROUND APPLICATIONS sections for additional details).

This product must be applied with surface or helicopter application equipment in a minimum of 5 gallons of water per acre. When applying by helicopter, follow directions under the AERIAL APPLICATIONS section of this label; otherwise refer to section on GROUND APPLICATIONS when using surface equipment.

Applications made to moving bodies of water should be made while travelling upstream to prevent concentration of this herbicide in water. Do not apply to bodies of water or portions of bodies of water where emergent and/or floating weeds do not exist.

When application is to be made to target vegetation that covers a large percentage of the surface area of impounded water, treating the area in strips may avoid oxygen depletion due to decaying vegetation. Oxygen depletion may result in the suffocation of some sensitive aquatic organisms. Do not treat more than one half of the surface area of the water in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outward in bands to allow aquatic organisms to move into untreated areas.

Apply this product at 1 to 3 pints per acre depending on species present and weed density. Do not exceed the maximum label rate of 3 pints per acre (1.5 lb. ai/A) per year. Use the higher labeled rates for heavy weed pressure. Consult the AQUATIC WEEDS CONTROLLED section and the ADDITIONAL WEEDS CONTROLLED section of this label for specific rates.

This product may be applied as a draw down treatment in areas described above. Apply this product to weeds after water has been drained and allow 14 days before reintroduction of water.

AQUATIC SPECIES CONTROLLED

This product will control the following target species as specified in the INSTRUCTIONS section of the table. Rates are expressed in terms of product volume for broadcast applications and as a percent solution for directed applications including spot treatments. For percent solution applications, DO NOT apply more than the equivalent of 1.5 quarts of this product per acre.

COMMON NAME	SCIENTIFIC NAME	INSTRUCTIONS
Floating Species		
*Duckweed	*Lemna minor*	1 – 1 ½ pints/acre (1% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Duckweed, Giant	*Spirodela polyriza*	1 – 1 ½ pints/are (1% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Frogbit	*Limnobium spongia*	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Spatterdock	*Nuphar luteum*	Apply a tank-mix of 1-2 pints/acre of this product + 4-6 pints/acre glyphosate (0.5% this product + 1.5% glyphosate) in 100 GPA water for best control. Ensure 100% coverage of actively growing, emergent foliage.
*Water Hyacinth	*Eichhornia crassipes*	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water to actively growing foliage.
*Water Lettuce	*Pistia stratiotes*	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
Emerged Species		
*Alligatorweed	*Alternanthera philoxeroides*	½ – 2 pints/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing emergent foliage. Tank-mix with glyphosate is NOT recommended, and may reduce alligatorweed control, requiring higher product rates.
*Arrowhead, Duck-potato	*Sagittaria* spp.	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Bacopa, lemon	*Bacopa* spp.	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Parrot feather	*Myriophyllum aquaticum*	Must be foliage above water for sufficient product uptake. Apply 1 – 2 pints to actively growing emergent foliage.
*Pennywort	*Hydrocotyle* spp.	½ – 1 pint/acre (0.5% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Pickerelweed	*Pontederia cordata*	1 – 1½ pints/acre (1% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Taro, wild; Dasheen; Elephant's Ear; Coco Yam	*Colocasia esculentum*	2 – 3 pints/acre (1.5% solution) applied in 100 GPA with a high quality 'sticker' adjuvant. Ensure good coverage of actively growing, emergent foliage.
*Water lily	*Nymphaea odorata*	1 – 1 ½ pints/acre (1% solution) applied in 100 GPA water mix. Ensure 100% coverage of actively growing, emergent foliage.
*Water primrose	*Ludwigia uruguayensis*	2 – 3 pints/acre (1.5% solution), ensure 100% coverage of actively growing, emergent foliage. Do not tank-mix with glyphosate as this may reduce water primrose control.
Terrestrial/Marginal		
*Soda Apple, aquatic, Nightshade	*Solanum tampicense*	1 pint/acre applied to foliage
*Bamboo, Japanese	*Phyllostachys* spp.	1 ½ – 2 pints/acre applied to the foliage when plant is actively growing. Before setting seed head. More foliage will result in greater herbicide uptake, resulting in greater root kill.
Brazilian Pepper; Christmasberry	*Schinus terebinthifolius*	1 – 2 pints/acre applied to foliage.
Cattail	*Typha* spp.	1 – 2 pints (1% solution) applied to actively growing, green foliage after full leaf elongation. Lower rates will control cattail in the north; higher rates are needed in the south.
Chinese Tallow Tree	*Sapium sebiferum*	8 – 12 ounces applied to foliage.
Cogongrass	*Imperata cylindrica*	Burn foliage, till area, that Fall spray 1 quart/acre this product + MSO applied to new growth.
Cordgrass, prairie	*Spartina* spp.	2 – 3 pints applied to actively growing foliage.
Cutgrass	*Zizaniopsis miliacea*	2 – 3 pints applied to actively growing foliage.
*Elephant Grass; Napier Grass	*Pennisetum purpureum*	1½ pints/acre applied to actively growing foliage.
*Flowering rush	*Butumu typla*	1 – 1½ pints applied to actively growing foliage.
Giant Reed, Wild Cane	*Arundo donax*	2 – 3 pints/acre applied in spring to actively growing foliage.
*Golden Bamboo	*Phyllostachys aurea*	1½ – 2 pints/acre applied to the foliage when plant is actively growing before plants set seed heads. More foliage will result in greater herbicide uptake, resulting in greater root kill.
Junglerice	*Echinochloa colonum*	1½ – 2 pints applied to actively growing foliage.
Knapweeds	*Centaurea species*	Russian Knapweed – 1 to 1½ pints + 1 quart/acre MSO fall applied after senescence begins
Knotweed, Japanese (see Fallopia japonica)	*Polygonum cuspidatum*	1½ – 2 pints/acre applied postemergence to actively growing foliage.
Melaleuca; Paperbark Tree	*Melaleuca quinquenervia*	For established stands, apply 2 pints/acre of this product + 6 pints/acre glyphosate + spray adjuvant. For best results, use 4 quarts/A methylated seed oil as an adjuvant. For ground foliar application, uniformly apply to ensure 100% coverage. For broadcast foliar control, apply aerially in a minimum of two passes at 10 gallons/acre applied cross treatment. For spot treatment, use a 25% solution of this product + 25% solution of glyphosate + 1.25% MSO in water applied as a frill or stump treatments.
*Nutgrass; Kili'p'opu	*Cyperus rotundus*	1 pint of this product + 1 quart/acre MSO applied early postemergence.
*Nutsedge	*Cyperus* spp.	1 – 1½ pints postemergence to foliage or pre-emergence incorporated, non-incorporated pre-emergence applications will not control.
Phragmites; Common Reed	*Phragmites australis*	1½ – 2 pints/acre applied to actively growing, green foliage after full leaf elongation, ensure 100% coverage. If stand has a substantial amount of old stem tissue, mow or burn, allow to regrow to approximately 5' tall before treatment. Lower rates will control phragmites in the north; higher rates are needed in the south.
*Poison Hemlock	*Conium maculatum*	1 pint of this product + 1 quart/acre MSO applied pre-emergence to early postemergence to rosette, prior to flowering.
Purple Loosestrife	*Lythrum salicaria*	½ pint/acre applied to actively growing foliage.
Reed canarygrass	*Phalaris arundinacea*	1½ – 2 pints/acre applied to actively growing foliage.
Rose, swamp	*Rosa palustris*	1 – 1½ pints/acre applied to actively growing foliage.
Russian-Olive	*Elaeagnus angustifolia*	1 – 2 pints/acre or a 1% solution, applied to foliage.
Saltcedar; Tamarisk	*Tamarix species*	Aerial apply 1 quart of this product + 0.25% v/v NIS applied to actively growing foliage during flowering. For spot spraying, use 1% solution of this product + 0.25% v/v NIS and spray to wet foliage. After application, wait at least two years before disturbing treated saltcedar. Earlier disturbance can reduce overall control.
Smartweed	*Polygonum* spp.	1 pint/acre applied early postemergence.
Sumac	*Rhus* spp.	1 – 1½ pints/acre applied to foliage.
Swamp Morning Glory; Water Spinach; Kangkong	*Ipomoea aquatic*	½ – 1 pint/acre of this product + 1 quart/ acre MSO applied early postemergence.
Torpedo Grass	*Panicum repens*	2 pints/acre (1 – 1.5% solution), ensure good coverage to actively growing foliage.
*White Top; Hoary Cress	*Cardaria draba*	½ – 1 pint/acre of this product applied to actively growing foliage, ensure good coverage.
Willow	*Salix* spp.	1 – 1 ½ pints/acre of this product applied to actively growing foliage, ensure good coverage.

*Not approved for use in California.

TANK MIXES

This product may be tank mixed with other aquatic use herbicides for the control of emergent and floating aquatic vegetation provided that the tank mix herbicide label does not prohibit such mixing. It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

TANK MIXES FOR WEED AND BRUSH CONTROL

This product may be tank mixed with other registered herbicide products to provide control of species tolerant to this product.

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture. Tank mixing with 2,4-

D or products which contain 2,4-D could result in reduced performance of this product when 2,4-D is used at high rates.

INVERT EMULSIONS:
This product can be applied as an invert emulsion. Consult the invert chemical label for proper mixing directions.

FOR CONTROL OF UNDESIRABLE WEEDS UNDER PAVED SURFACES
This product can be used under asphalt, pond liners and other paved areas ONLY in industrial sites or where the pavement has a suitable barrier along the perimeter that prevents encroachment of roots of desirable plants.

This product must be used only where the area to be treated has been prepared according to good construction practices. If rhizomes, stolons, tubers or other vegetative plant parts are present in the site, they should be removed by scalping with a grader blade to a depth sufficient to ensure their complete removal.

IMPORTANT: Paving should follow applications of this product as soon as possible. DO NOT apply where the chemical may contact the root of desirable trees or other plants.

Do not use this product under pavement on residential properties including driveways or parking lots, nor in recreational areas including under bike or jogging paths, golf cart paths, or tennis courts, or where the landscape plantings could be anticipated.

Injury or death of desirable plants may result if this product is applied where roots are present or where they may extend into the treated area. Roots of trees and shrubs may extend a considerable distance beyond the branch extremities or so-called drip line.

APPLICATION DIRECTIONS FOR PAVED SURFACES:
Applications must be made to the soil surface only when final grade is established. Do not move soil following application of this product. Apply this product in sufficient water (at least 100 gals. per acre) to ensure thorough and uniform wetting of the soil surface, including the shoulder areas. Add this product at a rate of 3 pints per acre (1.1 fluid ounces per 1000 square feet) to clean water in the spray tank during the filling operation. Agitate before spraying.

If the soil is not moist prior to treatment, incorporation of this product is needed for herbicide activation. This product can be incorporated into the soil to a depth of 4 to 6 inches using a rototiller or disc. Rainfall or irrigation of 1 inch will also provide uniform incorporation. Do not allow treated soil to wash or move into untreated areas.

FOR CONTROL OF UNDESIRABLE WEEDS IN UNIMPROVED DORMANT BERMUDAGRASS AND BAHIAGRASS
This product may be used on unimproved dormant bermudagrass and bahiagrass turf on roadsides and utility rights-of-way. The application of this product on established common and coastal bermudagrass and bahiagrass provides control of labeled broadleaf and grass weeds. Competition from these weeds is eliminated, releasing the bermudagrass and bahiagrass. Treatment of bermudagrass with this product results in a compacted growth habit and seedhead inhibition.

Uniformly apply with properly calibrated ground equipment using at least 10 gallons of water per acre with a spray pressure 20 to 50 psi.

IMPORTANT: Temporary yellowing of grass may occur when treatment is made after growth commences. DO NOT add surfactant in excess of the specified rate (1 fluid ounce per 25 gallons of spray solution). DO NOT APPLY to grass during its first growing season. DO NOT APPLY to grass that is under stress from drought, disease, insects, or other causes.

DOSAGE RATES AND TIMING:

Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

Bermudagrass – Apply this product at 3 to 6 fluid ounces per acre when the bermudagrass is dormant. Apply this product at 3 to 4 fluid ounces per acre after the bermudagrass has reached full green-up. Applications made during green-up will delay green-up. Include a surfactant in the spray solution (see IMPORTANT statement above).

For additional pre-emergence control of annual grasses and small seeded broadleaf weeds, add Endurance® or Pendulum® herbicide at the rate of 3.3 to 6.6 pounds per acre. Consult the Endurance® or Pendulum® label for weeds controlled and for other use directions and precautions.

For control of johnsongrass in bermudagrass turf, apply this product at 4 fluid ounces per acre plus a registered herbicide with addition of an approved surfactant. For additional control of broadleaves and vines, a registered herbicide may be added to the above mix at the rate of 1 to 2 pints per acre. Observe all precautions and restrictions of the labels.

Bahiagrass – Apply this product at 2 to 4 fluid ounces per acre when the bahiagrass is dormant or after the grass has initiated green-up but has not exceeded 25% green-up. Include in the spray solution a surfactant (See Adjuvant section for specific recommendations on surfactants).

WEEDS CONTROLLED
Bedstraw (*Galium* spp.)
Bishopweed (*Ptilimnium capillaceum*)
Buttercup (*Ranunculus parviflorus*)
Carolina geranium (*Geranium carolinianum*)
Fescue (*Festuca* spp.)
Foxtail (*Setaria* spp.)
Little barley (*Hordeum pusillum*)
Seedling Johnsongrass (*Sorghum halepense*)
Wild carrot (*Daucus carota*)
White clover (*Trifolium repens*)
Yellow woodsorrel (*Oxalis stricta*)

GRASS GROWTH AND SEEDHEAD SUPPRESSION
This product may be used to suppress growth and seedhead development of certain turfgrasses in unimproved areas. When applied to desirable turf, this product may result in temporary turf damage, death, and/or discoloration. Effects to the desirable turf may vary with environmental conditions. For optimum performance, application should be made prior to culm elongation. Applications may be made before or after mowing. If applied prior to mowing, allow at least three days of active growth before mowing. If following a mowing, allow sufficient time for the grasses to recover before applying this product or injury may be amplified.

DO NOT APPLY to turf under stress (drought, cold, insect damaged, etc) or severe injury or death may occur.

Bermudagrass – Apply this product at 3 to 4 fluid ounces per acre from early green-up to prior to seedhead initiation. DO NOT add a surfactant for this application.

Cool Season Unimproved Turf – Apply this product at 1 fluid ounce per acre plus 0.25% nonionic surfactant. For increased suppression, this product may be tank-mixed with other products suitable for this use.

Tank-mixes may increase injury to desired turf. Consult each product label for recommended turf species and other use directions and precautions. Tank mixes with 2,4-D or products containing 2,4-D at higher rates may decrease the effectiveness of this product.

TOTAL VEGETATION CONTROL WHERE BAREGROUND IS DESIRED
This product is an effective herbicide for preemergence or postemergence control of many annual and perennial broadleaf and grass weeds where bare ground is desired. This product is particularly effective on hard-to-control perennial grasses. This product at 0.75 to 3 pints per acre can be used alone or in tank mix with Diuron, Simazine, Vanquish®, or other registered herbicides labeled for this use. The degree and duration of control are dependent on the rate of this product used, tank-mix partner, the volume of carrier, soil texture, rainfall and other conditions.

Consult manufacturer's labels for specific rates and weeds controlled. Always follow the more restrictive label when making an application involving tank-mixes.

Applications of these products may be made anytime of the year. Use equipment calibrated to deliver desired gallons per acre spray volume and uniformly distribute the spray pattern over the treated area.

Postemergence Applications: Always use a spray adjuvant (See ADJUVANTS section of this label) when making a postemergence application. For optimum performance on tough to control annual grasses, apply 100 gallons per acre or less. For spot treatments, this product may be used as a follow-up treatment to control escapes or weed encroachment in a bare ground situation. To prepare the spray solution, thoroughly mix in each gallon of water 0.5 to 5% of this product plus an adjuvant.

Restriction: Do not apply more than 1.5 lbs. acid equivalent (ae) imazapyr (equivalent to 48 fl. oz. of **Alligare Imazapyr 4 SL**) per acre per year.

FOR SPOT TREATMENT WEED CONTROL IN GRASS PASTURE AND RANGELAND
For the control of undesirable vegetation in grass pasture and rangeland this product may be applied as a spot treatment at a rate of 1 to 24 fluid ounces of product per treated acre using any of the described ground application methods. Spot applications to grass pasture and rangeland may not exceed more than one tenth of the area to be grazed or cut for hay. See appropriate sections of this label for specific use directions for the application method and vegetation control desired. DO NOT apply more than 48 fluid ounces per acre per year.

Grazing and haying restrictions: There are no grazing restrictions following application of this product. DO NOT cut forage grass for hay for seven days after application of this product.

GUIDELINES FOR RANGELAND USE
This product may be applied to rangeland for the control of undesirable vegetation in order to achieve one or more of the following vegetation management objectives:
1. The control of undesirable (non-native, invasive and noxious) plant species.
2. The control of undesirable vegetation in order to aid in the establishment of desirable rangeland plant species.
3. The control of undesirable vegetation in order to aid in the establishment of desirable rangeland vegetation following a fire.
4. The control of undesirable vegetation for purposes of wildlife fuel reduction.
5. The release of existing desirable rangeland plant communities from the competitive pressure of undesirable plant species.
6. The control of undesirable vegetation for purposes of wildlife habitat improvement.

To ensure the protection of threatened and endangered plants when applying this product to rangeland:

1. Federal agencies must follow NEPA regulations to ensure protection of threatened and endangered plants.
2. State agencies must work with the Fish and Wildlife Service or the Service's designated state conservation agency to ensure protection of threatened and endangered plants.
3. Other organizations or individuals must operate under a Habitat Conservation Plan if threatened or endangered plants are known to be present on the land to be treated.

ROTATIONAL CROP INSTRUCTIONS
Rotational crops may be planted twelve months after applying this product at the specified pasture and rangeland rate. Following twelve months after an application of this product, and before planting any crop, a successful field bioassay must be completed. The field bioassay consists of a test strip of the intended rotational crop planted in the previously treated area in the grass pasture/rangeland and grown to maturity. The test strip should include low areas and knolls, and include variations in soil type and pH within the treated area. If no crop injury is evident in the test strip, the intended rotational crop may be planted the following year.

Use of this product in accordance with label directions is expected to result in normal growth or rotational crops in most situations; however, various environmental and agronomic factors make it possible to eliminate all risks associated with the use of this product and, therefore, rotational crop injury is always possible.

ADDITIONAL WEEDS CONTROLLED

In terrestrial sites, this product will provide preemergence or postemergence control with residual control of the following target vegetation species at the rates listed. Residual control refers to control of newly germinating seedlings in both annuals and perennials. In general, annual weeds may be controlled by preemergence or postemergence applications of this product. Use a post-emergence application of this product to established biennials and perennials.

The rates shown below pertain to broadcast applications and indicate the relative sensitivity of these weeds. The relative sensitivity should be referenced when preparing low volume spray solutions (see Low Volume section of Ground Applications); low volume applications may provide control of the target species with less product per acre than is shown for the broadcast treatments. This product must be used only in accordance with the directions on this label.

The relative sensitivity of the species listed below can also be used to determine the relative risk of causing non-target plant injury if any of the below listed species are considered to be desirable within the area to be treated.

Resistant Biotypes: Naturally occurring biotypes (a plant within a given species that has a slightly different, but distinct, genetic makeup from other plants of the same species) of some weeds listed on this label may not be effectively controlled. If naturally occurring resistant biotypes are present in an area, this product should be tank-mixed or applied sequentially with an appropriate registered herbicide having a different mode of action to ensure control.

GRASSES

COMMON NAME	SPECIES	GROWTH HABIT[2]
	Apply 1.0 – 1.5 pints per acre[1]	
Annual bluegrass	*(Poa annua)*	A
Broadleaf signalgrass	*(Brachiaria platyphylla)*	A
Canada bluegrass	*(Poa compressa)*	P
Downy brome	*(Bromus tectorum)*	A
Fescue	*(Festuca* spp.*)*	A/P
Foxtail	*(Setaria* spp.*)*	A
Italian ryegrass	*(Lolium multiflorum)*	A
Johnsongrass	*(Sorghum halepense)*	P
Kentucky bluegrass	*(Poa pratensis)*	P
Lovegrass	*(Eragrostis* spp.*)*	A/P
*Napier grass	*(Pennisetum purpureum)*	P
Orchardgrass	*(Dactylis glomerata)*	P
Paragrass	*(Brachiaria mutica)*	P
Quackgrass	*(Agropyron repens)*	P
Sandbur	*(Cenchrus* spp.*)*	A
Sand dropseed	*(Sporobulus cryptandrus)*	P
Smooth brome	*(Bromus inermis)*	P
Vaseygrass	*(Paspalum urvillei)*	P
Wild oats	*(Avena fatua)*	A
Witchgrass	*(Panicum capillare)*	A
	Apply 1.5 – 2.0 pints per acre[1]	
Barnyardgrass	*(Echinochloa crus-gali)*	A
Beardgrass	*(Andropogon* spp.*)*	P
Bluegrass, Annual	*(Poa annua)*	A
*Bulrush	*(Scirpus validus)*	A
Cheat	*(Bromus secalinus)*	A
Crabgrass	*(Digitaria* spp.*)*	A
Crowfootgrass	*(Dactyloctenium aegyptium)*	A
Fall panicum	*(Panicum dichotomiflorum)*	A
Giant Reed	*(Arundo donax)*	A
Goosegrass	*(Eleusine indica)*	A
Itchgrass	*(Rottboellia exaltata)*	A
Junglerice	*(Echinochloa colonum)*	A
Lovegrass	*(Eragrostis* spp.*)*	A
*Maidencane	*(Panicum hemitomon)*	A
Panicum, Browntop	*(Panicum tasciculatum)*	A
Panicum, Texas	*(Panicum texanum)*	A
Prairie threeawn	*(Aristida oligantha)*	P
Reed canarygrass	*(Phalaris arundinacea)*	P
Sandbur, Field	*(Cenchrus incertus)*	A
Signalgrass	*(Brachiaria platyphylla)*	A
Torpedograss	*(Panicum repens)*	P
Wild barley	*(Hordeum* spp.*)*	A
Wooly Cupgrass	*(Eriochloa villosa)*	A
	Apply 2.0 – 3.0 pints per acre[1]	
Bahiagrass	*(Paspalum notatum)*	P
Bermudagrass[3]	*(Cynodon dactylon)*	P
Big bluestem	*(Andropogon gerardil)*	P
Cattail	*(Typha* spp.*)*	P
Cogongrass	*(Imperata cylindrical)*	P
Dallisgrass	*(Paspalum dilatatum)*	P
Feathertop	*(Pennisetum villosum)*	P
Guineagrass	*(Panicum maximum)*	P
Phragmites	*(Phragmites australis)*	P
Prairie cordgrass	*(Spartina pectinata)*	P
Saltgrass[3]	*(Distichlis stricta)*	P
Sand dropseed	*(Sporobolus cryptandrus)*	P
Sprangletop	*(Leptochloa* spp.*)*	A
Timothy	*(Phleum pretense)*	P
Wirestem muhly	*(Muhlenbergia frondosa)*	P

BROADLEAF WEEDS

COMMON NAME	SPECIES	GROWTH HABIT[2]
	Apply 1.0 – 1.5 pints per acre[1]	
Alligatorweed	*(Alternanthera philoxeroides)*	A/P
Burdock	*(Arctium* spp.*)*	B
Goosegrass	*(Eleusine indica)*	A
Camphorweed	*(Heterotheca subaxillaris)*	P
Carolina geranium	*(Geranium carolinianum)*	A
Clover	*(Trifolium* spp.*)*	A/P
Common chickweed	*(Stellaria media)*	A
Common ragweed	*(Ambrosia artemisiifolia)*	A
Dandelion	*(Taraxacum officinale)*	P
Dog fennel	*(Eupatorium capillifolium)*	A
Filaree	*(Erodium* spp.*)*	A
Fleabane	*(Erigeron* spp.*)*	A
Hoary vervain	*(Verbena stricta)*	P
Horseweed	*(Conyza canadensis)*	A
Indian mustard	*(Brassica juncea)*	A
Kochia	*(Kochia scoparia)*	A
Lambsquarters	*(Chenopodium album)*	A
*Lespedeza	*(Lespedeza* spp.*)*	P
Miners lettuce	*(Montia perfoliata)*	A
Mullein	*(Verbascum* spp.*)*	B
Nettleleaf goosefoot	*(Chenopodium murale)*	A
Oxeye daisy	*(Chrysanthemum leucanthemum)*	P
Pepperweed	*(Lepidium* spp.*)*	A
Pigweed	*(Amaranthus* spp.*)*	A
Plantain	*(Plantago* spp.*)*	P
Puncturevine	*(Tribulus terrestris)*	A
Russian thistle	*(Salsola kali)*	A
Smartweed	*(Polygonum* spp.*)*	A/P
Sorrell	*(Rumax* spp.*)*	P
Sunflower	*(Helianthus* spp.*)*	A
Sweet clover	*(Melilotus* spp.*)*	A/B
Tansymustard	*(Descurainia pinnata)*	A
Western ragweed	*(Ambrosia psilostachya)*	P
Wild carrot	*(Daucus carota)*	B
Wild lettuce	*(Lactuca* spp.*)*	A/B
Wild parsnip	*(Pastinaca sativa)*	B
Wild turnip	*(Brassica campestris)*	B
Woollyleaf bursage	*(Franseria tomentosa)*	P
Yellow woodsorrel	*(Oxalis stricta)*	P
	Apply 1.5 – 2.0 pints per acre[1]	
Broom snakeweed[4]	*(Gutierrezia sarothrae)*	P
Bull thistle	*(Cirsium vulgare)*	B
Burclover	*(Medicago* spp.*)*	A
Chickweed, Mouseear	*(Cerastium vulgatum)*	A
Clover, Hop	*(Trifolium procumbens)*	A
Cocklebur	*(Xanthium strumarium)*	A
Cudweed	*(Gnaphalium* spp.*)*	A
Desert Camelthorn	*(Alhagi pseudalhagi)*	P
Diffuse knapweed	*(Centaurea diffusa)*	A
Dock	*(Rumex* spp.*)*	P
Fiddleneck	*(Amsinckia intermedia)*	A
Goldenrod	*(Solidago* spp.*)*	P
Henbit	*(Lamium aplexicaule)*	A
Knotweed, prostrate	*(Polygonum aviculare)*	A/P
Pokeweed	*(Phytolacca americana)*	P
Purple loosestrife	*(Lythrum salicaria)*	P
Purslane	*(Portulaca* spp.*)*	A
Pusley, Florida	*(Richardia scabra)*	A
Rocket, London	*(Sisymbrium irio)*	A
Rush skeletonweed[4]	*(Chondrilla juncea)*	B
Saltbrush	*(Atriplex* spp.*)*	A
Shepherd's-purse	*(Capsella bursa-pastoris)*	A
Spurge, Annual	*(Euphorbia* spp.*)*	A
Stinging nettle[4]	*(Urtica dioica)*	P
Velvetleaf	*(Abutilon theophrasti)*	A
Yellow starthistle	*(Centaurea solstitialis)*	A
	Apply 2.0 – 3.0 pints per acre[1]	
Arrowweed	*(Pluchea sericea)*	A
Canada thistle	*(Cirsium arvanse)*	P
Giant ragweed	*(Ambrosia trifida)*	A
Grey rabbitbrush	*(Chrysothamnus nauseosus)*	P
Little mallow	*(Malva parviflora)*	B
Milkweed	*(Asclepias* spp.*)*	P
Primrose	*(Oenothera kunthiana)*	P
Russian knapweed	*(Centaurea repens)*	P
Silverleaf nightshade	*(Solanum eleagnifolium)*	P
Sowthistle	*(Sonchus* spp.*)*	A
Texas thistle	*(Cirsium texanum)*	P

VINES AND BRAMBLES

COMMON NAME	SPECIES	GROWTH HABIT[2]
	Apply 0.5 pint per acre	
Field bindweed	*(Convolvulus arvensis)*	P
Hedge bindweed	*(Calystegia sequium*	A
	Apply 1.0 – 1.5 pints per acre[1]	
Wild buckwheat	*(Polygonum convolvulus)*	P
	Apply 1.5 – 2.0 pints per acre[1]	
Greenbriar	*(Smilax* spp.*)*	P
Honeysuckle	*(Lonicera* spp.*)*	P
Morningglory	*(Ipomoea* spp.*)*	A/P
Poison ivy	*(Rhus radicans)*	P
Redvine	*(Brunnichis cirrhosa)*	P
Wild rose	*(Rosa* spp.*)*	
Including: Multiflora rose	*(Rosa multiflora)*	P
McCartney rose	*(Rosa bracteata)*	P
	Apply 2.0 – 3.0 pints per acre[1]	
Blackberry	*(Rubus* spp.*)*	P
Dewberry	*(Rubus* spp.*)*	P
*Kudzu[3]	*(Pueraria lobata)*	P
Trumpetcreeper	*(Campsis radicans)*	P
Virginia creeper	*(Parthenocissus quinquefolia)*	P
Wild grape	*(Vitis* spp.*)*	P

BRUSH SPECIES

COMMON NAME	SPECIES	GROWTH HABIT[2]
	Apply 2.0 – 3.0 pints per acre[1]	
American beech	*(Fagus grandifolia)*	P
Ash	*(Fraxinius* spp.*)*	P
Bald cypress	*(Taxodium distichum)*	P
Bigleaf maple	*(Acer macrophylum)*	P
Black locust[5]	*(Robinia pseudoacacia)*	P
Blackgum	*(Nyssa sylvatica)*	P
Boxelder	*(Acer negundo)*	P
Brazilian peppertree	*(Schinus terebinthifolius)*	P
Cherry	*(Prunus* spp.*)*	P
Chinaberry	*(Melia azadarach)*	P
Chinese tallowtree	*(Sapium sebiferum)*	P
Dogwood	*(Cornus* spp.*)*	P
Elm[6]	*(Ulmus* spp.*)*	P
Hawthorn	*(Cartaegus* spp.*)*	P
Hickory	*(Carya* spp.*)*	P
Honeylocust[5]	*(Gleditsia triacanthos)*	P
Maple	*(Acer* spp.*)*	P
Melaleuca	*(Melaleuca quiquenervia)*	P
Mulberry	*(Morus* spp.*)*	P
Oak	*(Quercus* spp.*)*	P
Persimmon	*(Diospyros virginiana)*	P
*Pine[5]	*(Pinus* spp.*)*	P
Poplar	*(Populus* spp.*)*	P
Privet	*(Ligustrum vulgare)*	P
Red Alder	*(Alnus rubra)*	P
Red Maple	*(Acre rubrum)*	P
Rubber rabbitbrush	*(Chrysothamnus nauseaosus)*	P
Russian Olive	*(Eleagnus angustifolia)*	P
Sassafras	*(Sassafras albidum)*	P
Saltcedar	*(Tamarix ramosissima)*	P
Sourwood	*(Oxydendrum arboretum)*	P
Sumac	*(Rhus* spp.*)*	P
Sweetgum	*(Liquidambar styraciflua)*	P
*Water willow	*(Justica americana)*	P
Willow	*(Salix* spp.*)*	P
Yellow poplar	*(Liriodendron tulipifera)*	P

*Not approved for use in California
[1]The higher rates must be used where heavy or well-established infestations occur.
[2]Growth Habit – A=Annual, B=Biennial, P=Perennial
[3]Use a minimum of 75 GPA – Control of established stands may require repeat applications
[4]For best results, early postemergence applications are required.
[5]Tank-mix with glyphosate or triclopyr.
[6]Tank-mix with glyphosate.

STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage or disposal.
PESTICIDE STORAGE: DO NOT store below 10°F.
PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.
CONTAINER DISPOSAL:
[NONREFILLABLE CONTAINERS:]
Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying.
(Nonrefillable ≤ 5 gallons): Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.
(Nonrefillable > 5 gallons): Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.
[REFILLABLE CONTAINERS:]
Refillable container. Refill this container with imazapyr only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Return to point of sale or offer for recycling if available, or by other procedures approved by state and local authorities.

IMPORTANT: Read the entire **DIRECTIONS FOR USE** and the **CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY** before using this product. If terms are not acceptable, return the unopened product container at once.

CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

To the extent consistent with applicable law, upon purchase or use of this product, purchaser and user agree to the following terms:

Warranty: Alligare, LLC (the Company) warrants that this product conforms to the chemical description on the label in all material respects and is reasonably fit for the purpose referred to in the directions for use, subject to the exceptions noted below, which are beyond the Company's control. To the extent consistent with applicable law, the Company makes no other representation or warranty, express or implied, concerning the product, including no implied warranty of merchantability or fitness for a particular purpose. No such warranty shall be implied by law, and no agent or representative is authorized to make any such warranty on the Company's behalf.

Terms of Sale: The Company's directions for use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, and the manner of use or application (including failure to adhere to label directions), all of which are beyond the Company's control. To the extent consistent with applicable law, all such risks are assumed by the user.

Limitation of Liability: To the extent consistent with applicable law, the exclusive remedy against the Company for any cause of action relating to the handling or use of this product is a claim for damages, and in no event shall damages or any other recovery of any kind exceed the price of the product which caused the alleged loss, damage, injury or other claim. To the extent consistent with applicable law, under no circumstances shall the Company be liable for any special, indirect, incidental or consequential damages of any kind, including loss of profits or income, and any such claims are hereby waived. Some states do not allow the exclusion or limitation of incidental or consequential damages.

The Company and the seller offer this product, and the purchaser and user accept this product, subject to the foregoing warranty, terms of sale and limitation of liability, which may be varied or modified only by an agreement in writing signed on behalf of the Company by an authorized representative.

Microfoil is a trademark of Rhone Poulenc Ag. Company.
Thru-Valve is a trademark of Waldrum Specialties.
Accord is a registered trademark of Monsanto Company
Oust is a registered trademark of E.I. DuPont de Nemours and Company.
Garlon is a trademark of Dow AgroSciences Company.
Pendulum is a registered trademark of BASF.
Endurance and Vanquish are registered trademarks of Syngenta Group Company.

EPA 20170616

ALLIGARE

GROUP 4 HERBICIDE

TRICLOPYR 3

Specimen Label

Herbicide for Control of Woody Plants, Aquatic Plants and Annual and Perennial Broadleaf Weeds in Forests; Industrial Non-crop areas including industrial manufacturing and storage sites; Rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, and railroads; Fence rows; Non-irrigation ditch banks; Non-crop areas around farm buildings; on Christmas tree plantations; Chemical mowing*; on Wetland sites in production forests and industrial non-crop areas; in Aquatic sites such as ponds, lakes, reservoirs, non-irrigation canals, and ditches which have little or no continuous outflow.

*Not approved for this use in California.

ACTIVE INGREDIENT:

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt*	44.4%
OTHER INGREDIENTS:	55.6%
TOTAL:	100.0%

*Contains 3 pounds of Triclopyr acid equivalent per gallon (31.05%)

EPA Reg. No. 81927-13

KEEP OUT OF REACH OF CHILDREN

DANGER / PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail).

FIRST AID	
If in eyes	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If swallowed	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.	
NOTE TO APPLICATOR: Allergic skin reaction is not expected from exposure to spray solutions of Alligare Triclopyr 3 herbicide when used as directed.	
NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.	

Manufactured for:
Alligare, LLC
13 N. 8th Street
Opelika, AL 36801

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DANGER: Corrosive. Causes irreversible eye damage. Harmful if absorbed through skin or swallowed. Do not get in eyes, on skin, or on clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers who handle this pesticide must wear:
- Long-sleeved shirt and long pants
- Shoes plus socks
- Protective eyewear
- Waterproof gloves

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables are given, use detergent and hot water. Keep and wash PPE separately from other laundry.

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

USER SAFETY RECOMMENDATIONS

Users should:
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

For terrestrial uses, do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

For aquatic uses, under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

PHYSICAL OR CHEMICAL HAZARDS

Combustible. Do not use or store the product near heat or open flame.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval (REI). The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:
- Coveralls
- Waterproof gloves
- Shoes plus socks
- Protective eyewear

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forest, nurseries, or greenhouses.
For applications to non-cropland areas, do not enter or allow others to enter the treated area until sprays have dried.

PRODUCT INFORMATION

Alligare Triclopyr 3 is used to control unwanted woody plants, aquatic plants, and annual and perennial broadleaf weeds:
- in Forests
- in Industrial Non-crop areas including industrial manufacturing and storage sites
- in Rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, and railroads
- in Fence rows
- in Non-irrigation ditch banks
- around Farm buildings
- on Christmas tree plantations
- for Chemical mowing (Not approved for this use in California)
- on Wetland sites in production forests and industrial non-crop areas
- in Aquatic sites such as ponds, lakes, reservoirs, non-irrigation canals, and ditches which have little or no continuous outflow

Alligare Triclopyr 3 use on these sites may include application to grazed areas as well as for the establishment and maintenance of wildlife openings.

USE PRECAUTIONS

- Obtain required permits: Consult with appropriate state or local water authorities before applying this product to public waters. State or local public agencies may require permits.
- It is permissible to treat non-irrigation ditch banks, seasonally dry wetlands (such as flood plains, deltas, marshes, swamps, or bogs) and transitional areas between upland and lowland sites.
- When making application to banks or shorelines of moving water sites, minimize overspray to open water.

USE RESTRICTIONS

- Do not apply this product through any type of irrigation system.
- Do not apply to ditches or canals used to transport irrigation water. It is permissible to treat non-irrigation ditch banks.
- Do not apply where runoff or irrigation water may flow onto agricultural land as injury to crops may result.
- Do not apply directly to un-impounded rivers or streams.
- Do not apply to salt water bays or estuaries.
- Do not apply using a mistblower.
- Do not make direct applications or allow spray mists to drift onto cotton; grapes; soybeans; tobacco; vegetable crops; flowers; ornamental shrubs or trees; or other desirable broadleaf plants.
- For rights-of-ways, fence rows, or any area where grazing and haying is allowed, do not apply more than 2 lb a.e. of triclopyr (2/3 gallon of Alligare Triclopyr 3) per acre per year.
- For forestry uses, do not apply more than 6 lb a.e. of triclopyr (2 gallons of Alligare Triclopyr 3) per acre per year.
- For all terrestrial uses other than forestry sites, and grazing/haying areas, a maximum of 9 lb a.e. of triclopyr (3 gallons of Alligare Triclopyr 3) per acre per year may be applied.
- All livestock, except lactating dairy animals, can graze at any time.
- Lactating dairy animals cannot graze forage until the next growing season after application.
- Do not harvest hay for 14 days after application.
- Grazed areas of non-cropland and forestry sites may be spot treated if they comprise no more than 10% of the total grazable area.
- Withdraw livestock from grazing treated grass or consumption of treated hay at least 3 days before slaughter.
- **Arizona:** Alligare Triclopyr 3 has not been approved for use on plants grown for commercial production, specifically forests grown for commercial timber production, or on designated grazing areas.

APPLICATION DIRECTIONS

RATES

This table assists in determining proper volumes of Alligare Triclopyr 3 in the spray tank to avoid exceeding the maximum use rates using varying spray volumes.

Maximum Application Rates

Spray Volume Gallons/Acre	Maximum Rate of Alligare Triclopyr 3 Gallons per 100 gallons of spray volume		
	Grazed/Hayed Non-Cropland Sites[1]	Forestry Sites[2]	Other Non-Cropland Sites[3]
400	Do not use	0.5	0.75
300	Do not use	0.67	1
200	Do not use	1	1.5
100	0.67	2	3
50	1.33	4	6
40	1.67	5	7.5
30	2.33	6.65	10
20	3.33	10	15
10	6.67	20	30

[1] For rights-of-ways, fence rows, or any area where grazing and haying is allowed, do not apply more than 2 lb a.e. of triclopyr (2/3 gallon of Alligare Triclopyr 3) per acre per year.
[2] For forestry uses, do not apply more than 6 lb a.e. of triclopyr (2 gallons of Alligare Triclopyr 3) per acre per year.
[3] For all terrestrial uses other than forestry sites, and grazed/hayed areas, a maximum of 9 lb a.e. of triclopyr (3 gallons of Alligare Triclopyr 3) per acre per year may be applied.

SPRAY ADDITIVES

All surfactants and drift control agents must be approved for food and feed use when used on food and feed sites.

Surfactants: When using surfactants, follow the use directions and precautions listed on the surfactant manufacturer's label. Use the higher recommended concentrations of surfactant in the spray mixture when applying lower sprayer volumes per acre.

Drift Control Agents: Agriculturally approved spray thickening drift control agents or high viscosity invert systems may be used with Alligare Triclopyr 3. When using these agents, follow all use directions and precautions on the product label. Do not use a thickening agent with the Microfoil boom, Thru-Valve boom, or other systems that cannot accommodate thick sprays.

TANK MIXES

Always refer to labels of other pesticide products for mixing directions and precautions which may differ from those outlined here. Use in accordance with the most restrictive of label limitations and precautions. No label dosage rates may be exceeded. This product cannot be mixed with any product containing a label prohibition against such mixing.

Tank Mixing Recommendations:

1. Fill spray tank 1/2 full with water.
2. Add spray thickening agent (if used).
3. Add additional herbicide (if used).
4. Add Alligare Triclopyr 3.
5. Add surfactant (if used).
6. Fill remainder of spray tank.

If combined with emulsifiable concentrate herbicides, moderate continuous adequate agitation is required.

SPRAY DRIFT MANAGEMENT

AVOID INJURIOUS DRIFT

Applications should only be made when there is little or no hazard from spray drift. Very small quantities of spray may seriously injure susceptible plants.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications:

1. The distance of the outer most operating nozzles on the boom must not exceed 3/4 the length of the rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees.

Where states have more stringent regulations, they must be observed.

The applicator should be familiar with and take into account the information covered in the following **AERIAL DRIFT REDUCTION ADVISORY**. [This information is advisory in nature and does not supersede mandatory label requirements.]

AERIAL DRIFT REDUCTION ADVISORY

Information on Droplet Size: The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see Wind, Temperature and Humidity, and Temperature Inversions).

Controlling Droplet Size:

- **Volume –** Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- **Pressure** – Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of Nozzles** – Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle Orientation** – Orienting nozzles so that the spray is released parallel to the air stream produces larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- **Nozzle Type** – Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift.

Boom Length: For some use patterns, reducing the effective boom length to less than 3/4 of the wingspan or rotor length may further reduce drift without reducing swath width.

Application Height: Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc.)

Wind: Drift potential is lowest between wind speeds of 2-10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given speed. Applications should be avoided below 2 mph due to variable wind direction and high inversion potential. Note: Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Applications should not occur during a local, low level temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of the smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas: The pesticide should only be applied when the potential for drift to adja-

cent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

APPLICATION EQUIPMENT AND TECHNIQUES

BROADCAST APPLICATIONS

Aerial Application: When making aerial applications on rights-of-way or other areas near susceptible crops, apply through a Microfoil[1] or Thru-Valve[1] boom, or use an agriculturally approved drift control agent. Other drift reducing systems or thickened sprays prepared by using high viscosity inverting systems may be used if they are made as drift-free as are mixtures containing agriculturally approved thickening agents or applications made with the Microfoil or Thru-Valve boom. Keep spray pressures low enough to provide coarse spray droplets. Spray boom should be no longer than 3/4 of the rotor length. Spray only when the wind velocity is low (follow state regulations). Avoid application during air inversions. If a spray thickening agent is used, follow all use directions and precautions on the product label.

[1]**Note**: Reference within this label to equipment produced by or available from other parties is provided without consideration for use by the reader at its discretion and subject to the reader's independent circumstances, evaluation, and expertise. Such reference by Alligare, LLC is not intended as an endorsement of such equipment, shall not constitute a warranty (express or implied) of such equipment, and is not intended to imply that other equipment is not available and equally suitable. Any discussion of methods of use of such equipment does not imply that the reader should use the equipment other than is advised in directions available from the equipment's manufacturer. The reader is responsible for exercising their own judgment and expertise, or consulting with sources other than Alligare, LLC, in selecting and determining how to use its equipment.

Ground Application: To aid in reducing spray drift, Alligare Triclopyr 3 should be applied in thickened (high viscosity) spray mixtures using an agriculturally approved drift control additive, high viscosity invert system, or equivalent as directed by the manufacturer. Use of low pressure nozzles; and operating nozzles in the lower end of the manufacturer's recommendations is advised. To minimize drift, keep the spray boom as low as possible, apply in ≥20 gallons of spray volume per acre, spray when wind velocities are low; or use an approved drift control agent.

In Hand Gun Applications, select the minimum spray pressure that will provide adequate plant coverage (without forming a mist). Do not apply with nozzles that produce a fine droplet spray.

High Volume Leaf-Stem Treatment: To minimize spray drift, do not use pressure exceeding 50 PSI at the spray nozzle and keep sprays no higher than brush tops. An agriculturally approved thickening agent may be used to reduce spray drift.

APPROVED USES

Refer to Tables 1 and 2 for lists of woody plants and broadleaf weeds that are controlled by Alligare Triclopyr 3.

Apply Alligare Triclopyr 3 at rates of 0.25 to 3 gallons per acre for the control of broadleaf weeds and woody plants. Apply in enough water to provide uniform and complete coverage of the plants to be controlled. Use only water suitable for spraying. Use of an agriculturally approved nonionic surfactant is recommended for all foliar applications. For best results make applications when woody plants and weeds are actively growing.

Use higher rates within the range when brush averages 15 feet or more in height or when brush covers >60% of the area to be treated. Re-sprouting may occur the year following treatment if lower rates are used on hard-to-control species. When easy to control brush species dominate, rates below those specified may be effective. Consult State or Local Extension personnel for information.

For hard-to-control species such as ash, black gum, choke cherry, elm, maples, oaks, pines, or winged elm; during late summer applications when plants are mature; or during drought conditions; use higher rates of Alligare Triclopyr 3 alone or use in combination with Tordon 101 Mixture. If lower rates are used on hard-to-control species, re-sprouting may occur in the year following treatment.

When applying Alligare Triclopyr 3 in a tank mix with 2, 4-D 3.8 lb amine, like DMA 4 IVM, or low volatile ester herbicides, use higher rates of Alligare Triclopyr 3 for satisfactory brush control.

When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

FOLIAGE APPLICATIONS WITH GROUND EQUIPMENT

High Volume Foliage Applications

For control of woody plants, apply Alligare Triclopyr 3 at 1 to 3 gallons per 100 gallons of spray solution. Make applications in 100 to 400 gallons of total spray per acre depending on size and density of woody plants. Coverage should be thorough to wet all leaves, stems, and root collars.

Tank Mixing: 1 to 4 quarts of Alligare Triclopyr 3 may be tank mixed with 1 to 2 quarts of 2, 4-D 3.8 lb amine, like DMA 4 IVM, or low volatile ester or Tordon 101 Mixture diluted to make 100 gallons of spray solution. Make applications in 100 to 400 gallons of total spray per acre depending on size and density of woody plants. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

Do not exceed maximum allowable use rates per acre. See Rate Table in the Rates Section of **APPLICATION DIRECTIONS**.

Low Volume Foliage Applications

For control of woody plants, mix up to 5 gallons of Alligare Triclopyr 3 in 10 to 100 gallons of spray solution. Adjust the spray concentration of Alligare Triclopyr 3 and total spray volume per acre to match the size and density of target woody plants and kinds of spray equipment used. With low volume sprays, use sufficient spray volume to obtain uniform coverage of target plants including the surfaces of all foliage, stems, and root collars. For best results, a surfactant should be added to all spray mixtures. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**.

Match equipment and delivery rate of spray nozzles to height and density of woody plants. When treating tall, dense brush, a truck mounted spray gun with spray tips that deliver up to 2 gallons per minute at 40 to 60 PSI may be required. Backpack or other types of specialized spray equipment with spray tips that deliver less than 1 gallon of spray per minute may be appropriate for short, low to moderate density brush.

Tank Mixing: Up to 3 gallons of Alligare Triclopyr 3 may be applied in tank mix combinations with 2 to 4 quarts of Tordon K or 1 to 2 gallons of Tordon 101 Mixture as a low volume foliar spray. These applications should be made in 10 to 100 gallons of spray solution. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

BROADCAST APPLICATION WITH GROUND EQUIPMENT

Use equipment that will assure thorough and uniform coverage at spray volumes applied. To improve spray coverage, add an agriculturally approved nonionic surfactant. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**. See **Maximum Application Rates Table** in the **APPLICATION DIRECTIONS** for relationship between mixing rate, spray volume, and maximum application rate.

Woody Plant Control

Foliage Treatment: Apply 2 to 3 gallons of Alligare Triclopyr 3 in 20 to 100 gallons of spray solution per acre.

Tank Mixing: Alligare Triclopyr 3 at 2 to 4 quarts per acre may be tank mixed with 1 to 2 gallons of 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile esters or Tordon 101 Mixture in 20 to 100 gallons of spray solution per acre. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

Broadleaf Weed Control

Apply 1.3 to 6 quarts of Alligare Triclopyr 3 in 20 to 100 gallons of spray solution per acre. Apply any time during the growing season.

Tank Mixing: Alligare Triclopyr 3 at 1.3 to 4 quarts per acre may be tank mixed with 2 to 4 quarts of Tordon K; Tordon 101 Mixture, or 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile ester to improve the spectrum of activity. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

AERIAL APPLICATION (HELICOPTER ONLY)

Aerial sprays should be applied using suitable drift control. See the **SPRAY DRIFT MANAGEMENT** section for drift control advice. Add an agriculturally approved nonionic surfactant. See the **SPRAY ADDITIVES** and the **APPLICATION EQUIPMENT AND TECHNIQUES** section. See **Maximum Application Rates Table** in the **APPLICATION DIRECTIONS** for relationship between mixing rate, spray volume, and maximum application rate.

FOLIAGE TREATMENT (RIGHTS-OF-WAY)

Apply 2/3 gallon of Alligare Triclopyr 3 per acre alone or tank mix with 1 to 2 gallons of 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile esters; or Tordon 101 Mixture. Apply in total spray volume of 1 to 30 gallons per acre.

When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

FOREST MANAGEMENT APPLICATIONS

For broadcast applications, apply the specified rate of Alligare Triclopyr 3 in 1 to 25 gallons per acre by air or in 10 to 100 gallons per acre by ground. Use sufficient spray volumes to provide thorough plant coverage. To improve spray coverage at volumes less than 50 gallons per acre, add an agriculturally approved nonionic surfactant. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**. Use application systems designed to prevent spray drift to off-target sites. Nozzles or additives used for drift minimization that produce larger droplets may require higher spray volumes to provide brush control. See **APPLICATION EQUIPMENT AND TECHNIQUES** section.

Forest Site Preparation (Not For Conifer Release)

To control susceptible woody plants and broadleaf weeds, apply up to 2 gallons per acre of Alligare Triclopyr 3 in a total spray solution of 1 to 30 gallons per acre. Alligare Triclopyr 3 may be applied at a rate of 1 to 1.5 gallons per acre in a tank mix combination with 1 to 2 gallons of Tordon 101 Mixture or 2,4-D 3.8 lb low volatile ester to broaden the spectrum of woody plants and broadleaf weeds controlled. Use of a nonionic agricultural surfactant is recommended for all foliar applications. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**.

Refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

Conifer Plant Back Interval: Conifer injury may occur if conifers are planted sooner than 1 month after Alligare Triclopyr 3 treatments at rates <1-1/3 gallon per acre; or if conifers are planted sooner than 2 months after treatment with rates of 1-1/3 to 3 gallons per acre. When herbicide tank mixtures are used for forest site preparation, use the longest plant back waiting period listed on any tank mix partner.

Directed Spray Applications for Conifer Release

To release conifers from competing hardwoods such as red maple, sugar maple, striped maple, sweetgum, red and white oaks, ash, hickory, alder, birch, aspen, and pin cherry, mix 1 to 2 gallons of Alligare Triclopyr 3 in enough water to make 100 gallons of spray mixture.

To improve spray coverage, add an agriculturally approved nonionic surfactant. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**.

Direct the spray onto foliage of competitive hardwoods using knapsack or backpack sprayers with flat fan nozzles or equivalent. Make applications any time after the hardwoods have reached full leaf size, but before autumn coloration. The majority of treated hardwoods should be less than 6 feet in height to ensure adequate spray coverage. Care should be taken to direct the spray solution away from conifer foliage, particularly foliage of desirable pines.

Conifer Release Applications: Spray may cause temporary damage and growth suppression of conifers where direct contact occurs; however, injured conifers should recover and grow normally. **Over-the-top spray applications can kill pines.**

Broadcast Application for Conifer Release in the Northeastern United States
To release spruce, fir, red pine, and white pine from competing hardwoods such as red maple, sugar maple, striped maple, alder, birch (white, yellow, and grey), aspen, ash, pin cherry, and *Rubus* spp. and perennial and annual broadleaf weeds, apply Alligare Triclopyr 3 at 2 to 4 quarts per acre alone or in a tank mix with 2,4-D amine, like DMA 4 IVM, or 2,4-D low volatile ester. Apply no more than 4 pounds acid equivalent per acre from the combined products. Make applications in late summer or early fall after conifers have formed their over-wintering buds; and hardwoods are in full leaf prior to autumn coloration.

Broadcast Applications for Douglas Fir Release in the Pacific Northwest and California
To release Douglas fir from competing vegetation such as broadleaf weeds, alder, blackberry or Scotch broom, apply Alligare Triclopyr 3 at 1-1/3 to 2 quarts per acre alone or in combination with 4 lb per acre of atrazine. Add a nonionic surfactant to the spray solution. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS**. Applications should be made in early spring after hardwoods begin growth **and before** Douglas fir bud break ("early foliar" hardwood stage). Applications can also be made in late summer, after Douglas fir seasonal growth has "hardened off" (winter bud set). Make applications while hardwoods are still actively growing. When treating after Douglas fir winter bud set, apply prior to onset of hardwood autumn coloration.

Note: Treatments applied during active Douglas fir shoot growth (after spring bud break and prior to winter bud set), may cause injury to Douglas fir trees.

Cut Surface Treatments
To control hardwood unwanted species such as elm, maple, oak; and conifers in rights-of-way and other noncrop areas, apply Alligare Triclopyr 3, either undiluted or diluted in a 1:1 ratio with water by one of the following methods:

Tree Injector Method: Inject 1/2 milliliter (ml) of undiluted Alligare Triclopyr 3 or 1 ml of the diluted (1:1) solution through the bark at intervals of 3-4 inches between injection wounds. The tree injections should completely surround the tree at any convenient height.

Note: Worker Protection Standard **AGRICULTURAL USE REQUIREMENTS** reentry restrictions do not apply for this application method. Refer to the **NON-AGRICULTURAL USE REQUIREMENTS** box.

Hack and Squirt Method: Use a hatchet or similar equipment to make cuts in the bark at intervals of 3-4 inches at a convenient height around the circumference of the tree trunk. Spray 1/2 milliliter (ml) of undiluted Alligare Triclopyr 3 or 1 ml of the diluted (1:1) solution into each cut.

Frill or Girdle Method: Make a single girdle through the bark completely around the tree at a convenient height. Wet the cut surface with undiluted Alligare Triclopyr 3 or the diluted (1:1) solution.

Both the **Hack and Squirt Method** and the **Frill or Girdle Method** may be successfully used during any season except during periods of heavy sap flow of certain species such as maples.

Stump Treatment: Spray or paint undiluted Alligare Triclopyr 3 on to the freshly cut surfaces of cut stumps and stubs. The cambium area next to the bark is the most vital area to wet.

Table 1
Woody Plants Controlled by Alligare Triclopyr 3

Alder	Chinquapin	Maleleuca (seedlings)	Sweetbay Magnolia
Arrowwood	Choke Cherry	Maples	Sweet Gum
Ash	Cottonwood	Mulberry	Sycamore
Aspen	*Crataegus* (hawthorn)	Oaks	Tan Oak
Bear Clover (Bearmat)	Dogwood	Persimmon	Thimbleberry
Beech	Douglas fir	Pine	Tulip Poplar
Birch	Elderberry	Poison Ivy	Wax Myrtle
Blackberry	Elm	Poison Oak	Western Hemlock
Black gum	Gallberry	Poplar	Wild Rose
Brazilian Pepper	Hazel	Salmonberry	Willow
Cascara	Hornbeam	Salt-bush (*Braccharis* spp.)	Winged elm
Ceanothus	Kudzu[1]	Salt cedar[2]	
		Sassafras	
Cherry	Locust	Scotch Broom	
Chinese Tallow	Madrone	Sumac	

[1]For complete control, retreatment may be necessary.
[2]Use cut surface treatments for best results.

Table 2
Annual and Perennial Broadleaf Weeds
Controlled by Alligare Triclopyr 3

Bindweed	Dandelion	Plantain	Tropical Soda apple
Burdock	Elephant Ear	Purple Loosestrife	Vetch
Canada Thistle	Field Bindweed	Ragweed	Wild Lettuce
Chicory	Lambsquarter	Smartweed	
Curly Dock	Ligodium	Tansey Ragwort	

WETLAND SITES IN PRODUCTION FORESTS AND INDUSTRIAL NON-CROP AREAS
Alligare Triclopyr 3 may be used in wetlands within forests; wildlife habitat restoration, wildlife management areas, and industrial non-crop sites; as well as areas adjacent to or surrounding domestic water supply reservoirs, lakes and ponds to control target vegetation in and around standing water sites, such as flood plains, delta, marshes, wetlands, swamps, bogs, and transitional areas between upland and lowland sites, and the banks of ponds and lakes and transition areas between upland and lowland sites.

For control of woody plants and broadleaf weeds in these sites, follow use directions and application methods on this label for **FOREST MANAGEMENT APPLICATIONS**. Refer to Tables 1 and 2 (above) for lists of woody plants and broadleaf weeds that are controlled by Alligare Triclopyr 3.

Use Restrictions and Precautions for Wetland Sites
- Refer to the **USE PRECAUTIONS** and **USE RESTRICTIONS** section for additional restrictions and precautions.
- **Minimize overspray to open water** when treating target vegetation in and around non-flowing, quiescent or transient water. When making applications to control unwanted plants on banks or shorelines of flowing water, minimize over spray to open water.
- **Obtain Required Permits:** Before applying this product in and around public water, consult appropriate local public water control authorities. Permits may be required to treat such areas.
- **Recreational Use of Water in the Treatment Area:** There are no restrictions on water use in the treatment area for recreational purposes, including swimming and fishing.
- **Livestock Use of Water from Treatment Area:** There are no restrictions on consumption of water from treated areas by livestock.

Purple Loosestrife (*Lythrum salicaria*)
Purple loosestrife can be controlled with broadcast foliar applications of Alligare Triclopyr 3 at a minimum of 6 to 8 quarts per acre. Apply when purple loosestrife is at the bud to mid-flowering stage of growth. Follow-up applications for control of regrowth should be made the following year to achieve increased control of this weed species. For all applications, add a nonionic surfactant labeled for aquatics to the spray mixture.

Follow all directions and use precautions on the surfactant label.

Thorough wetting of the foliage and stems is necessary to achieve satisfactory control. A minimum spray volume of 50 gallons per acre is recommended for ground broadcast applications.

For backpack applications, a spray solution of 1 to 1.5% Alligare Triclopyr 3 (5 to 7.6 fl oz of Alligare Triclopyr 3 per 4 gallons of water) should be used. All purple loosestrife plants should be thoroughly wetted.

Aerial application by helicopter may be needed when treating restoration sites that are inaccessible, remote, difficult to traverse, isolated, or otherwise unsuited to ground application, or in circumstances where invasive exotic weeds dominate native plans populations over extensive areas and efforts to restore native plant diversity are being conducted. By air, apply in a minimum spray volume of 30 gallons per acre using Thru-Valve or Microfoil boom only.

Terrestrial Sites Associated with Wetland Areas
Refer to Tables 1 and 2 (above) for a list of woody plants and broadleaf weeds that are controlled by Alligare Triclopyr 3.

Apply Alligare Triclopyr 3 at rates of 0.25 to 2 gallons per acre for the control of broadleaf weeds and woody plants. Apply in enough water to provide uniform and complete coverage of the plants to be controlled. Use only water suitable for spraying. Use of an agriculturally approved nonionic surfactant is recommended for all foliar applications. Refer to **SPRAY ADDITIVES** in the **APPLICATION DIRECTIONS** section. Refer to **TANK MIXES** in the **APPLICATION DIRECTIONS** section for the order of addition of surfactants. For best results make applications when woody plants and weeds are actively growing.

Use higher rates within the range when brush averages 15 feet or more in height or when brush covers >60% of the area to be treated. Re-sprouting may occur the year following treatment if lower rates are used on hard-to-control species.

For hard-to-control species such as ash, black gum, choke cherry, maples, or oaks; during late summer applications when plants are mature; or during drought conditions; use higher rates of Alligare Triclopyr 3 alone or use in combination with a 2,4-D approved for aquatic use, such as DMA 4 IVM, generally the higher rates should be used for satisfactory brush control. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

High Volume Foliage Applications
For control of woody plants, apply Alligare Triclopyr 3 at 1 to 2 gallons per 100 gallons of spray solution. Make applications in 100 to 400 gallons of total spray per acre depending on size and density of woody plants. Coverage should be thorough to wet all leaves, stems, and root collars.

Tank Mixing: 1 to 4 quarts of Alligare Triclopyr 3 may be tank mixed with 1 to 2 quarts of 2, 4-D 3.8 lb amine, like DMA 4 IVM, diluted to make 100 gallons of spray solution. Make appli-

cations in 100 to 400 gallons of total spray per acre depending on size and density of woody plants. When tank mixing, refer to the individual product labels for precautionary statements, restrictions, application rates, approved uses, and a list of weeds and woody plants controlled.

Low Volume Foliage Applications
For control of woody plants, mix up to 5 gallons of Alligare Triclopyr 3 in 10 to 100 gallons of spray solution. Adjust the spray concentration of Alligare Triclopyr 3 and total spray volume per acre to match the size and density of target woody plants and kinds of spray equipment used. With low volume sprays, use sufficient spray volume to obtain uniform coverage of target plants including the surfaces of all foliage, stems, and root collars. For best results, a labeled aquatic surfactant should be added to all spray mixtures.

Match equipment and delivery rate of spray nozzles to height and density of woody plants. When treating tall, dense brush, a truck mounted spray gun with spray tips that deliver up to 2 gallons per minute at 40 to 60 PSI may be required. Backpack or other types of specialized spray equipment with spray tips that deliver less than 1 gallon of spray per minute may be appropriate for short, low to moderate density brush.

Cut Surface Treatments (Woody Plants)
To control unwanted trees and other listed woody plants in Table 1 (above), apply Alligare Triclopyr 3, either undiluted or diluted in a 1:1 ratio with water by one of the following methods:

Tree Injector Method: Inject 1/2 milliliter (ml) of undiluted Alligare Triclopyr 3 or 1 ml of the diluted (1:1) solution through the bark at intervals of 3-4 inches between injection wounds. The tree injections should completely surround the tree at any convenient height.

Note: Worker Protection Standard **AGRICULTURAL USE REQUIREMENTS** reentry restrictions do not apply for this application method. Refer to the **NON-AGRICULTURAL USE REQUIREMENTS** box.

Hack and Squirt Method: Use a hatchet or similar equipment to make cuts in the bark at intervals of 3-4 inches at a convenient height around the circumference of the tree trunk. Spray 1/2 milliliter (ml) of undiluted Alligare Triclopyr 3 or 1 ml of the diluted (1:1) solution into each cut.

Frill or Girdle Method: Make a single girdle through the bark completely around the tree at a convenient height. Wet the cut surface with undiluted Alligare Triclopyr 3 or the diluted (1:1) solution.

Both the **Hack and Squirt Method** and the **Frill or Girdle Method** may be successfully used during any season except during periods of heavy sap flow of certain species such as maples.

Stump Treatment: Spray or paint undiluted Alligare Triclopyr 3 on to the freshly cut surfaces of cut stumps and stubs. The cambium area next to the bark is the most vital area to wet.

CHRISTMAS TREE PLANTATIONS
Alligare Triclopyr 3 is used to control unwanted woody plants and annual and perennial broadleaf weeds in established Christmas tree plantations. For best results, make applications when woody plants and weeds are actively growing. Alligare Triclopyr 3 only controls weeds which are emerged at the time of application.

Brush >8 feet tall is difficult to treat efficiently using hand equipment such as backpack or knapsack sprayers. Use higher rates of Alligare Triclopyr 3 or use cut surface application methods when treating large brush or trees; hard to control species such as ash, black gum, choke cherry, elm, hazel, madrone, maples, oaks or sweetgum; for applications made during drought conditions; or late summer applications when the leaves are mature. For foliar applications, apply in enough water to provide uniform and complete coverage of the plants to be controlled. Applications made under drought conditions may provide less than desirable results. Re-sprouting may occur the year following treatment if lower rates are used on hard-to-control species.

Use Restrictions and Precautions for Christmas Tree Plantations
- Do not tank mix with 2,4-D for use in Christmas tree plantations.
- Only apply Alligare Triclopyr 3 to **established** Christmas trees that have been **planted at least one full year** prior to application.
- To prevent Christmas tree injury, take care to direct spray away from Christmas tree foliage to avoid contact.
- Do not use on newly seeded grass until well established as indicated by vigorous growth and development of secondary root system and tillering.
- Mow newly seeded turf (alleyways, etc.) two or three times before treatment with Alligare Triclopyr 3.
- Do not reseed Alligare Triclopyr 3 treated Christmas tree areas within three weeks after application.
- Do not use Alligare Triclopyr 3 if legumes, such as clover, are present and injury cannot be tolerated.

Spray Solution Preparation
Refer to the **TANK MIXES** section of **APPLICATION DIRECTIONS** for order of addition to the spray tank. Continue moderate agitation while mixing and spraying. Use of a nonionic agricultural surfactant is recommended for all applications. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS** for surfactant recommendations.

Application
Make applications in late summer or early autumn after terminal growth of Christmas trees has hardened off, but before leaf drop of target plants. Apply 2 to 5 pints per acre of Alligare Triclopyr 3 as a foliar spray directed toward the base of Christmas trees. Use sufficient spray volume (20 to 100 gallons per acre) to provide uniform coverage of target plants. Specified application rates of Alligare Triclopyr 3 (see Table 3, below) will only suppress some well established woody plants that are 2 to 3 years old. Broadcast sprays may also be applied in bands between the rows of planted trees. Select spray equipment that will provide uniform coverage at the desired spray volume.

Alligare Triclopyr 3 spray solution can cause Christmas tree needle and branch injury. To minimize Christmas tree injury, direct sprays to minimize Christmas tree foliage contact. White pine and Douglas fir are more susceptible to injury than blue spruce, white spruce, balsam fir and Frasier fir. Refer to the **Use Restrictions and Precautions for Christmas Tree Plantations**.

Directed Applications
For control of hardwoods such as red maple, sugar maple, striped maple, sweetgum, red and white oaks, ash, alder, birch, aspen, and pin cherry; mix 4 to 20 fluid ounces of Alligare Triclopyr 3 in enough water to make 3 gallons of spray solution. For directed applications, do not exceed 2 gallons of Alligare Triclopyr 3 per acre per year. To improve coverage, add a nonionic agricultural surfactant to the spray. See the **SPRAY ADDITIVES** section of **APPLICATION DIRECTIONS** for surfactant recommendations. Direct this spray mixture onto foliage of competitive hardwoods using knapsack or backpack sprayers with flat fan (or equivalent) nozzles any time after hardwoods have reached full leaf size, but before autumn coloration (when plants are actively growing). The majority of treated hardwoods should be <8 feet in height to ensure adequate spray coverage.

Cut Surface Treatments
Use cut surface treatments when treating large brush and trees; hard to control species such as ash, blackgum, choke cherry, elm, hazel, madrone, maples, oaks, salt cedar or sweetgum; for applications during drought conditions; or for late summer applications when the leaves are mature. Refer to the Cut Surface Treatments in the Forest Management section for use directions.

Table 3
Christmas Tree Plantation
Application Rates and Species Controlled

Alligare Triclopyr 3		
2 pints per acre	**3 to 4 pints per acre**	**5 pints per acre**
Clover	Bindweed, Field[1]	Arrowwood[4]
Dandelion	Blackberry[2]	Aspen
Dock, Curly	Chicory[3]	Beech[4]
Lambsquarter	Fireweed	Birch[4]
Lespedeza	Ivy, Ground	Chinquapin
Plantain, Broadleaf	Lettuce, Wild	Cottonwood[4]
Plantain, Buckhorn	Oxalis	Elderberry
Ragweed, Common	Poison Ivy	Grape, Wild
Vetch	Smartweed[1]	Mulberry[4]
	Thistle, Canada[1]	Poplar[4]
	Violet, Wild	Sassafras[4]
	Virginia Creeper[2]	Sumac[4]
		Sycamore[4]

[1]Top growth control, retreatment may be necessary
[2]Use 4 pints per acre.
[3]Suppression
[4]Seedlings less than 2-3 years old

CHEMICAL MOWING ON NON-CROPLAND SITES INFESTED WITH ANNUAL AND PERENNIAL BROADLEAF WEEDS OR WOODY PLANTS*

***Not approved for this use in California**

Apply Alligare Triclopyr 3 to the cut surfaces of weed or brush stubble under the deck of a rotary mower such as the Lucas "64" System or other approved equipment that is designed to uniformly apply the herbicide. Use this method of application for control of annual and perennial broadleaf weeds and for suppression and stem density reduction of woody plants that occur on rights-of-way, airport grounds, petroleum tank farms or other industrial sites. Apply when growing conditions are favorable and there is active plant growth.

Broadleaf Weed Control: Apply this product at labeled rates under the section Broadcast Application with Ground Equipment, Broadleaf Weed Control. Apply in a minimum spray volume of 3 gallons per acre. Follow label directions for herbicides that may be applied in tank mix combination with this product to improve weed control or broaden the spectrum of weeds controlled.

Woody Plant Control: For suppression and stem density reduction of woody species, use 3 to 6 quarts of Alligare Triclopyr 3 in a minimum spray volume of 5 gallons per acre. Follow label directions for herbicides that may be applied in tank mix combination with this product to improve woody plant control or broaden the spectrum of woody plants controlled.

AQUATIC SITES
Alligare Triclopyr 3 can be used to control emersed, submersed, and floating aquatic plants in aquatic sites such as ponds, lakes, reservoirs, non-irrigation canals, and ditches (with little or no continuous outflow), marshes, and wetlands. Alligare Triclopyr 3 can also be used to control broadleaf and woody vegetation on banks and shores within or adjacent to these and other aquatic sites.

Aquatic Weeds Controlled by Alligare Triclopyr 3

Alligatorweed	Milfoil species	Purple loosestrife
American lotus	Nuphar (spatterdock)	Waterhyacinth
American frogbit	Parrotfeather[1]	Waterlilly
Aquatic soda apple	Pickerelweed	Waterprimrose
Eurasian watermilfoil	Pennywort	

[1]Retreatment may be needed to achieve desired level of control.

Use Restrictions and Precautions for Aquatic Sites

- Refer to the **USE PRECAUTIONS** and **USE RESTRICTIONS** section of this label for additional precautions and restrictions.
- **Obtain Required Permits:** Before applying this product to public waters, consult with appropriate state or local water authorities. State or local public agencies may require permits.
- Do not use treated water for irrigation for 120 days following application. As an alternative to waiting 120 days, treated water may be used for irrigation once the level of triclopyr in the intake water is determined to be non-detectable by laboratory analysis (immunoassay). There is no restriction on use of water from the treatment area to irrigate established grasses.
- **Recreational Use of Water in the Treatment Area:** There are no restrictions on water use in the treatment area for recreational purposes, including swimming and fishing.
- **Livestock Use of Water from Treatment Area:** There are no restrictions on consumption of water from treated areas by livestock.

Floating and Emerged Aquatic Weeds

Surface Application: Use a spray boom, handgun or other similar suitable equipment mounted on a boat or vehicle. Thorough wetting of foliage is essential for maximum effectiveness. Use 20 to 200 gallons per acre of spray mixture. Special precautions such as the use of low spray pressure, large droplet producing nozzles or addition of a labeled thickening agent may minimize spray drift in areas near sensitive crops.

Aerial Application (Helicopter only): Apply using a Microfoil, Thru-Valve boom, or a drift control additive in the spray solution. Apply in a minimum of 1 gallon of total spray solution per acre. Do not apply when weather conditions favor drift to sensitive areas. See the **SPRAY DRIFT MANAGEMENT** section for drift control advice.

Apply 0.5 to 2 gallons of Alligare Triclopyr 3 per acre as a foliar application for control of waterhyacinth, alligatorweed (see specific directions below), and other susceptible emerged and floating herbaceous weeds and woody plants. Make applications using surface or aerial equipment. User higher rates in the rate range when plants are mature, when the weed mass is dense, or for difficult to control species. Repeat treatments may be necessary to control regrowth and weeds which escaped spray, but do not apply more than 2 gallons of Alligare Triclopyr 3 per acre per annual growing season. Make applications when plants are actively growing.

Use of a nonionic surfactant in the spray solution is recommended to improve control. Follow all directions and use precautions on the aquatic surfactant label.

Floating and Emerged Weed Control – Alligare Triclopyr 3 Rates

Weed Species	Scientific Name	Gallons Per Acre	Application Timing and Remarks
Waterhyacinth	*Eichhornia crassipes*	0.5 – 2	Apply when plants are actively growing. Use the higher rate when the weed mass is dense. Thoroughly wet all foliage. Repeat treatments may be needed to control regrowth or escaped plants.
Alligatorweed	*Alternanthera philoxeroides*	0.75 – 2	Thoroughly wet all foliage. Weeds growing outside the margins of a body of water can be controlled. Alligatorweed growing in water will be only partially controlled. Top growth above water will be controlled, but plants will likely regrow from underwater tissue. Use a nonionic aquatic surfactant for best results.

Potable Water Intake Setbacks for Control of Floating and Emerged Weeds – Lakes, Reservoirs, or Ponds

Minimum setback distances from functioning potable water intakes for human consumption for the application of Alligare Triclopyr 3 must be observed when controlling floating and emerged weeds in lakes, reservoirs or ponds. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes. Existing potable water intakes which are no longer in use are not considered to be functioning and these setback restrictions do not apply. Examples of this would be potable water intakes replaced by potable water wells or connections to a municipal water system.

The following table provides the minimum setback distances based on the Alligare Triclopyr 3 rate and the area treated for floating and emerged weed control.

Potable Water Intake Setback Distances for Application of Alligare Triclopyr 3 for Control of Floating and Emerged Weeds in Lakes, Reservoirs, or Ponds

Minimum Setback Distances (feet)				
	TRICLOPYR 3 Rate (quarts/acre)			
Area Treated (acres)	2	4	6	8
<4	0	200	400	500
>4 – 8	0	200	700	900
>8 – 16	0	200	700	1000
>16	0	200	900	1300

Alligare Triclopyr 3 can be applied around functioning potable water intakes or closer than these setback distances as long as the intake is turned off until the level of triclopyr in the intake water is determined to be less than or equal to 0.4 parts per million (ppm) as determined by laboratory analysis or immunoassay.

Submerged Weeds – Control of Eurasian Watermilfoil and other Susceptible Species

Subsurface Application: Alligare Triclopyr 3 can be applied directly into the water through boat-mounted distribution systems. Subsurface application may be desirable near areas of susceptible crops or other desirable broadleaf plants to avoid spray drift. Refer to the Rate Table below to determine the desired amount.

Surface Application: Alligare Triclopyr 3 can be applied either as a concentrate or as a spray solution diluted in water. Use a minimum spray volume of 5 gallons per acre. Do not apply when weather conditions favor drift to sensitive areas. See the **SPRAY DRIFT MANAGEMENT** section for drift control advice.

Apply 0.75 to 2.5 ppm acid equivalent (a.e.) of Alligare Triclopyr 3 for control of Eurasian watermilfoil (*Myriophyllum spicatum*) and other susceptible submerged weeds in ponds, lakes, reservoirs, and in non-irrigation canals or ditches that have little or no continuous outflow. Make applications using surface or subsurface application. Use higher rates within the rate range in areas of greater water exchange. Repeat treatments may be necessary, but do not apply more than 2.5 ppm acid equivalent of Alligare Triclopyr 3 per acre per annual growing season. Refer to following table to determine the desired amount.

Make applications in spring or early summer when Eurasian watermilfoil or other submersed weeds are actively growing.

Alligare Triclopyr 3 Rates for Control of Submerged Weeds in Ponds, Lakes, Reservoirs, and in Non-irrigation Canals or Ditches

Concentration of Triclopyr Acid Equivalent in Water (ppm a.e.)					
	Alligare Triclopyr 3 gallons per surface area at specified depth				
Water Depth (feet)	0.75 ppm	1 ppm	1.5 ppm	2 ppm	2.5 ppm
1	0.7	0.9	1.4	1.8	2.3
2	1.4	1.8	3.3	3.6	4.6
3	2.1	2.9	4.1	5.4	6.8
4	2.7	3.6	5.4	7.2	9.1
5	3.4	4.5	6.8	9.0	11.3
6	4.1	5.4	8.1	10.9	13.6
7	4.8	6.3	9.5	12.7	15.8
8	5.5	7.2	10.9	14.5	18.1
9	6.1	8.1	12.2	16.3	20.4
10	6.8	9.0	13.6	18.1	22.6
15	10.2	13.6	20.4	27.2	33.9
20	13.6	18.1	27.2	36.2	45.3

Potable Water Intake Setbacks for Control of Submerged Weeds – Lakes, Reservoirs, or Ponds

Minimum setback distances from functioning potable water intakes for human consumption for the application of Alligare Triclopyr 3 must be observed when controlling submerged weeds in lakes, reservoirs or ponds. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes. Existing potable water intakes which are no longer in use are not considered to be functioning and these setback restrictions do not apply. Examples of this would be potable water intakes replaced by potable water wells or connections to a municipal water system.

The following table provides the minimum setback distances based on the Alligare Triclopyr 3 rate and the area treated for submerged weed control.

Potable Water Intake Setback Distances for Application of Alligare Triclopyr 3 for Control of Submerged Weeds in Lakes, Reservoirs, or Ponds

Minimum Setback Distances (feet)					
	Concentration of Triclopyr Acid Equivalent in Water (ppm a.e.)				
Area Treated (acres)	0.75 ppm	1 ppm	1.5 ppm	2 ppm	2.5 ppm
<4	300	400	600	800	1000
>4 – 8	420	560	840	1120	1400
>8 – 16	600	800	1200	1600	2000
>16 – 32	780	1040	1560	2080	2600
>32 acres, calculate the minimum setback distance using formula given for chosen application rate	Setback (ft) = [800 X ln (acres) – 160]/3.33	Setback (ft) = [800 X ln (acres) – 160]/2.5	Setback (ft) = [800 X ln (acres) – 160]/1.67	Setback (ft) = [800 X ln (acres) – 160]/1.25	Setback (ft) = [800 X ln (acres) – 160]

Example Calculations:

To apply Alligare Triclopyr 3 at 2.5 PPM a.e. to 50 acres:

Setback in feet = [800 X ln (50 acres)] – 160
= [800 X 3.912] – 160
= 2970 feet

To apply Alligare Triclopyr 3 at 0.75 PPM a.e. to 50 acres:

$$\text{Setback in feet} = \frac{[800 \times \ln(50 \text{ acres})] - 160}{3.33} = \frac{[800 \times 3.912] - 160}{3.33} = 892 \text{ feet}$$

Alligare Triclopyr 3 can be applied around functioning potable water intakes or closer than these setback distances as long as the intake is turned off until the level of Triclopyr in the intake water is determined to be less than or equal to 0.4 parts per million (ppm) as determined by laboratory analysis or immunoassay.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.
PESTICIDE STORAGE: Store above 28°F or agitate before use.
PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.
CONTAINER HANDLING:
[NONREFILLABLE CONTAINERS]
Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Triple rinse container (or equivalent) promptly after emptying.
(Nonrefillable container ≤ 5 gallons): Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.
(Nonrefillable > 5 gallons): Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.
[REFILLABLE CONTAINERS]
Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.
To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

LIMITED WARRANTY, TERMS OF SALE, AND LIMITATION OF LIABILITY
Upon purchase or use of this product, purchaser and user agree to the following terms:

Warranty: Alligare, LLC (the Company) warrants that this product conforms to the chemical description on the label in all material respects and is reasonably fit for the purpose referred to in the directions for use, subject to the exceptions noted below, which are beyond the Company's control. The Company makes no other representation or warranty, express or implied, concerning the product, including no implied warranty of merchantability or fitness for a particular purpose. No such warranty shall be implied by law, and no agent or representative is authorized to make any such warranty on the Company's behalf.

Terms of Sale: The Company's directions for use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, and the manner of use or application (including failure to adhere to label directions), all of which are beyond the Company's control. To the extent consistent with applicable law, all such risks are assumed by the user.

Limitation of Liability: To the extent consistent with applicable law, the exclusive remedy against the Company for any cause of action relating to the handling or use of this product is a claim for damages, and in no event shall damages or any other recovery of any kind exceed the price of the product which caused the alleged loss, damage, injury or other claim. To the extent consistent with applicable law, under no circumstances shall the Company be liable for any special, indirect, incidental or consequential damages of any kind, including loss of profits or income, and any such claims are hereby waived. Some states do not allow the exclusion or limitation of incidental or consequential damages.

The Company and the seller offer this product, and the purchaser and user accept this product, subject to the foregoing warranty, terms of sale and limitation of liability, which may be varied or modified only by an agreement in writing signed on behalf of the Company by an authorized representative.

EPA 20150507

EZ-JECT™ Copperhead Herbicide Shells | Specimen Label

ArborSystems™ Direct-Inject™ Chemical

Water-Soluble Herbicide in Shells for Trunk and Stem Injection
Controls Undesirable Woody Brush, Trees and Vines – Roots and All

ACTIVE INGREDIENT:

Imazapyr	83.5%
OTHER INGREDIENTS	16.5%
Total:	100.0%

Net Contents	Shell Net Weight	Total Net Weight
1200 Shells	0.03 ounce (0.95 g)	2.25 lbs. (1kg)

EPA Reg. No. 83220-2 **EPA Est. 69117-NE-1**

Keep Out of Reach of Children

CAUTION

See below for additional Precautionary Statements.

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION: Harmful if swallowed. Causes eye irritation. Avoid contact with eyes, skin or clothing.

FIRST AID

If in Eyes: Immediately flush with plenty of water. Get medical attention if irritation persists. Remove product from skin or clothing.
If Swallowed: Immediately induce vomiting as directed by medical personnel.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
Remove clothing immediately if pesticide gets inside, then wash thoroughly and put on clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

This product is recommended for woody brush, tree and vine control in all non-cropland sites including forestry, roadsides, rights-of-way, industrial, residential, fencerows, railroads and aquatic sites. Woody vegetation may be controlled by injection of EZ-Ject Copperhead Herbicide Shells.

This product moves throughout the tree from the point of injection to all roots and shoots. Symptoms appear gradually (normally within 2 to 4 weeks) beginning with wilting, yellowing and browning of the foliage. This is followed by deterioration of all roots and shoots.

For aquatic sites, this product may be injected into stems of trees and brush standing in water or wetlands. Do not apply directly to water or inject into stems below the water level.

Inject the shells using only the EZ-Ject shell injection equipment. The shells must penetrate through the outer bark into living phloem tissue to provide effective results. For trees with less than 2.5 inch DBH (diameter at breast height), inject one shell per stem. Inject one shell every 4 inches, evenly around the trunk of the tree, below all major branches. Tree may be injected at any time of the year except when wood is frozen.

This product will control the following species:

- American beech (*Fagus grandifolia*)
- Ash (*Fraxinus* spp.)
- Aspen (*Populus* spp.)
- Bald cypress (*Taxodium distichum*)
- Bigleaf maple (*Acer macrophyllum*)
- Blackgum (*Nyssa sylvatica*)
- Boxelder (*Acer negundo*)
- Cherry (*Prunus* spp.)
- Chinaberry (*Melia azedarach*)
- Chinese tallow-tree (*Sapium sebiferum*)
- Dogwood (*Cornus* spp.)
- Hawthorn (*Crataegus* spp.)
- Hickory (*Carya* spp.)
- Maple (*Acer* spp.)
- Mulberry (*Morus* spp.)
- Oak (*Quercus* spp.)
- Persimmon (*Diospyros virginiana*)
- Poplar (*Populus* spp.)
- Privet (*Ligustrum vulgare*)
- Red alder (*Alnus rubra*)
- Red maple (*Acer rubrum*)
- Sassafras (*Sassafras albidum*)
- Sourwood (*Oxydendrum arboretum*)
- Sumac (*Rhus* spp.)
- Sweetgum (*Liquidambar styraciflua*)
- Willow (*Salix* spp.)
- Yellow poplar (*Linodendron tulipifera*)

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

Pesticide Storage: Keep container closed to prevent spills and contamination. At the end of each use period, remove unused shells from EZ-Ject shell injection system. Replace unused shells in original container and re-seal.

Pesticide Disposal: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state and local procedures.

Container Disposal: Triple rinse (or equivalent) then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill or by other procedures approved by state and local authorities.

For additional product information, call 1-888-395-6732

LIMIT OF WARRANTY AND LIABILITY

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SPECIMEN

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Adopt Ordinance No. 2023 - 31 Adopting State Laws on Harassment and Civil Protection Orders

SUMMARY: Ordinance No. 2023-31 updates BIMC 9.23.010 and 9.23.020 to be consistent with changes to state statutes relating to harassment and civil protection orders.

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION: Adopt Ordinance No. 2023 - 31 Adopting State Laws on Harassment and Civil Protection Orders.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The state legislature identified the need to clarify and simplify the process for obtaining civil protection orders. These improvements were intended to eliminate procedural inconsistencies, modernize practices, provide better access to justice for those most marginalized, increase compliance, and improve identified problem areas within the statutes.

Through Chapter 215, Laws of 2021; Chapter 231, Laws of 2022; and Chapter 268, Laws of 2022; the state legislature consolidated several statutes relating to civil protection orders into a single, uniform process that is now codified in RCW 7.105. The legislature repealed all of the former civil protection order statutes, including RCW 10.14, which the City had previously adopted in BIMC 9.23.020.

Ordinance No. 2023-31 amends BIMC 9.23.020 to delete references to RCW 10.14, which have been repealed, and substitutes the adoption of various provisions of RCW 7.105. This ordinance also updates the state statutes adopted in BIMC 9.23.010 to reflect current titles of the previously adopted sections of RCW 9.61. The ordinance includes RCW 9A.90.120, Cyber Harassment, which was not previously adopted by the municipal code.

Adopting Ordinance No. 2023-31 will update BIMC 9.23 to be consistent with state law and allow violations to be charged in the City's Municipal Court.

Without this change, the Municipal Court will not be consistent with state statutes.

ATTACHMENTS:

Ordinance No. 2023-31 Adopting State Laws for Harassment and Civil Protection Orders.DOCX

FISCAL DETAILS:

Fund Name(s):

Coding:

ORDINANCE NO. 2023-31

AN ORDINANCE of the City of Bainbridge Island, Washington, amending Chapter 9.23 of the Bainbridge Island Municipal Code (BIMC) to update the City's adoption of state regulations regarding harassment and civil protection orders.

WHEREAS, BIMC 9.23 relating to harassment and civil protection orders was adopted in 1991 and last updated in 1994, and

WHEREAS, since the last time BIMC 9.23 was updated, the state of Washington has revised and added to the statutes regarding harassment, as adopted by reference in BIMC 9.23.010, and has adopted new regulations and procedures for civil protection orders in lieu of those adopted in BIMC 9.23.020, and

WHEREAS, code cities like Bainbridge Island may adopt state statutes by reference per RCW 35A.13.180 and RCW 35A.12.140, and

WHEREAS, the City Manager, City Police Chief, Kitsap County Prosecuting Attorney acting as City prosecutor, and the City Attorney, have recommended that the City update BIMC 9.23 to adopt the revised and new statutes to be consistent with state law, and

WHEREAS, the Bainbridge Island City Council concurs with the recommendation.

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

Section 1. Harassment and Civil Protection Orders. BIMC 9.23 is amended to read as follows:

Chapter 9.23
HARASSMENT AND CIVIL PROTECTION ORDERS

Sections:

9.23.010 Harassment.
9.23.020 Civil ~~anti-harassment~~ protection order.

9.23.010 Harassment. The following statutes of the state of Washington, as the same exist or shall hereafter be amended, are hereby adopted by reference:

RCW

9.61.230 Telephone harassment.
9.61.240 Telephone ~~calls to harass, intimidate, torment, or embarrass~~ harassment – Permitting telephone to be used.

9.61.250 Telephone ~~calls to harass, intimidate, torment, or embarrass~~ harassment - Offenses, where deemed committed.
9A.46.020 Definition – Penalties.
9A.46.030 Place where committed.
9A.46.040 Court-ordered requirements upon person charged with crime – Violation.
9A.46.050 Arraignment – No-contact order.
9A.46.060 Crimes included in harassment.
9A.46.070 Enforcement of orders restricting contact.
9A.46.080 Order, restricting contact – Violation.
9A.46.090 Nonliability of peace officer.
9A.46.100 "Convicted", time when.
9A.46.110 Stalking.
9A.90.120 Cyber harassment.

9.23.020 Civil ~~anti-harassment~~ protection order. The following statutes of the state of Washington, as the same exist or shall hereafter be amended, are hereby adopted by reference:

RCW

~~10.14.020 Definitions.~~
~~10.14.030 Course of conduct – Determination of purpose.~~
~~10.14.060 Proceeding in forma pauperis.~~
~~10.14.070 Hearing – Service.~~
~~10.14.080 Anti-harassment protection orders – Ex parte temporary – Hearing – Longer term, renewal.~~
~~10.14.090 Representation or appearance.~~
~~10.14.100 Service of order.~~
~~10.14.110 Notice to law enforcement agencies – Enforceability.~~
~~10.14.120 Disobedience of order – Penalties.~~
~~10.14.130 Exclusion of certain actions.~~
~~10.14.140 Other remedies.~~
~~10.14.150 Jurisdiction.~~
~~10.14.170 Criminal penalty.~~
~~10.14.180 Modification of order.~~
~~10.14.190 Constitutional rights.~~
7.105.010 Definitions.
7.105.175 Service – Development of best practices.

7.105.450 Enforcement and penalties – Other than antiharassment protection orders and extreme risk protection orders.

7.105.455 Enforcement and penalties – Antiharassment protection orders.

7.105.460 Enforcement and penalties – Extreme risk protection orders – False petitions.

7.105.465 Enforcement and penalties – Knowledge of order.

7.105.470 Enforcement – Prosecutor assistance.

7.105.550 Orders under this chapter and other chapters – Enforcement and consolidation – Validity and enforcement of orders under prior chapters.

7.105.565 Proceedings additional – Filing of criminal charges not required.

7.105.570 Other authority retained.

7.105.575 Liability.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL this ___ day of _____, 2023.

APPROVED BY THE MAYOR this ____ day of _____, 2023.

_____
Brenda Fantroy-Johnson, Mayor

ATTEST/AUTHENTICATED:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	December 8, 2023
PASSED BY THE CITY COUNCIL:	December ___, 2023
PUBLISHED:	December ___, 2023
EFFECTIVE DATE:	December ___, 2023

ORDINANCE NO. 2023-31

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Acknowledge Conferral with Bainbridge Island Land Trust to Apply for a Washington State Recreation and Conservation Office (RCO) Grant Program to Acquire a 24.6-acre Parcel South of Manzanita Park and 6.2 acres Adjacent to the Gazzam Nature Complex and Authorize the City Manager to Provide a Letter of Support

SUMMARY: The Bainbridge Island Land Trust (BILT) is applying for a Washington State Recreation and Conservation Office (RCO) Grant Program to acquire a 24.6-acre parcel south of Manzanita Park and 6.2 acres adjacent to the Gazzam Nature Complex. Part of the grant application requires BILT to confer with the City of Bainbridge Island, and BILT has asked the City to provide a letter of support.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Acknowledge conferral with Bainbridge Island Land Trust to apply for a Washington State Recreation and Conservation Office (RCO) Grant Program to acquire a 24.6-acre parcel south of Manzanita Park and 6.2 acres adjacent to the Gazzam Nature Complex and authorize the City Manager to provide a letter of support.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

COBI Conferral Notice Bainbridge Island Land Trust (Manzanita Ridge & Crystal Springs - Gazzam) 12042023.pdf

Crystal Springs and Manzanita Ridge Locations.pdf

Gazzam - Crystal Springs Aerial Topo.jpg

Manzanita Ridge aerial topo.jpg

FISCAL DETAILS:

Fund Name(s):

Coding:

BAINBRIDGE ISLAND
LAND TRUST
FOR EVERYONE. FOREVER.

BOARD

Sally Hewett
President
Jenny Lange
Vice President
Ben Klasky
Treasurer
Mark Goodman
Secretary

Nicole Bavo
Maradel Gale
Carolyn Harper
Fred Hoffer
Steve Jenning
Laurie Miller
Nora Nickum
Tom Ringo
Steve Todd
Lori Weise

Cullen Brady
Executive Director

December 4, 2023

[Sent via email]

City Council and City Manager
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110

RE: Washington State Recreation and Conservation Funding Board's requirement for local jurisdiction review and conferral as a part of a request for Waiver of Retroactivity for conservation land purchase of Kitsap County Tax parcel: 322502-4-004-2005, approximately 6.2 acres of undeveloped property, Bainbridge Island; and parcel 092502-1-048-2008, approximately 24.6 acres of undeveloped property.

Dear Councilmembers and City Manager,

The Bainbridge Island Land Trust is applying to the Washington State Recreation and Conservation Office for a Waiver of Retroactivity through the Washington Wildlife and Recreation Program (WWRP) Urban Wildlife grant program for funds to help acquire two undeveloped parcels on Bainbridge Island, Kitsap County, Washington:

Gazzam - Crystal Springs: 6.2 acres of undeveloped forest and wetland habitat on Bainbridge Island. This is undeveloped land containing forest canopy adjacent to already-conserved lands within the Gazzam Lake Nature Preserve complex—containing more than 500 acres of protected lands. It provides for the movement of wildlife and the protection of water resources. This parcel also contains a significant area of wetlands and seeps, with a conifer-dominated forest stand with elements of mature forest such as trees greater than 21 inches in diameter and 100 or more years old. Standing snags and downed logs meeting size criteria for Washington State Department of Fish and Wildlife "Priority Habitat" features are distributed across the property. The property has a high plant diversity overall with a species list of 54 plants, 43 of which are native species.

Manzanita Ridge (Thomas): 24.6 acres of undeveloped forest, stream, and wetland habitat on Bainbridge Island. This parcel hosts 361' of North Fork Manzanita Creek, with coho known to occupy this reach and cutthroat and chum documented just downstream. Wetlands adjacent to the creek enhance habitat functioning. These have not yet been officially delineated but are clearly indicated by vegetation such as skunk cabbage and salmonberry. We estimate the area encompassed at two to four acres. This parcel also contains a wetland, intact forest, and wildlife habitat and is in proximity to already-conserved lands contained in BIMPRD's Manzanita Park, the Land Trust's Miller-Kirkman and North Fork Little Manzanita Creek Preserve's—all being within the Little Manzanita Bay strategic conservation focus area. This property is only one of eight undeveloped, unprotected parcels greater than 20 acres left on Bainbridge Island.

PO Box 10144
147 Finch Place, Suite 3
Bainbridge Island, WA 98110

(206) 842-1216

bi-landtrust.org

ACCREDITED LAND TRUST ACCREDITATION COMMISSION

These acquisitions help accomplish a number of provisions within the City of Bainbridge Island's Comprehensive Plan. As you know, the Comprehensive Plan incorporates goals and policies that guide the community toward the protection of our forests and watersheds by including in the plan's overriding principles actions to "preserve the special character of the Island and "protect fragile water resources." These actions are further detailed within specific goals such as; preserve and enhance Bainbridge Island's natural systems natural beauty and environmental quality (EN-1); Protect and enhance the natural systems and environmental quality of Bainbridge Island by continuing to build cooperative relationships between the City, citizens, landowners and other public, non-profit and private organizations (EN-1.3); Protect and enhance wildlife, fish resources and ecosystems (EN-5); Protect fish and wildlife habitat and limit fragmentation of habitat that physically and genetically isolates fish and wildlife populations by identifying an interconnected system of corridors that will provide continuous links east to west and north to south connecting larger tracts that are important habitat (EN-5.4); Encourage the retention of existing trees and vegetation and the planting of new trees and vegetation that provides natural filtration of suspended particulate matter, removes carbon dioxide and improves air quality (EN-10.2); and encourage the retention of forest land and multiple-aged forests since healthy forests provide many ecological benefits to all forms of life on the Island and help mitigate climate change (EN-18).

Grant requirements and State law, RCW 79A.15.110, requires that we notify our local legislative body, the City of Bainbridge Island City Council, of our intent to apply for a state grant to acquire real property. This letter is your notification. The law states that the local legislative authority may, at its discretion, submit a letter to the RCO identifying its position with regard to the acquisition project. Any letters received will be made available to the Governor and the state legislature when the prioritized project list is submitted as part of the RCO's capital budget request. We hope the City of Bainbridge Island will consider a letter of support for these significant conservation acquisitions.

The law also states that we must "confer" with local officials on this acquisition and receive confirmation from the City that this conferral has taken place (e.g., Council meeting minutes).

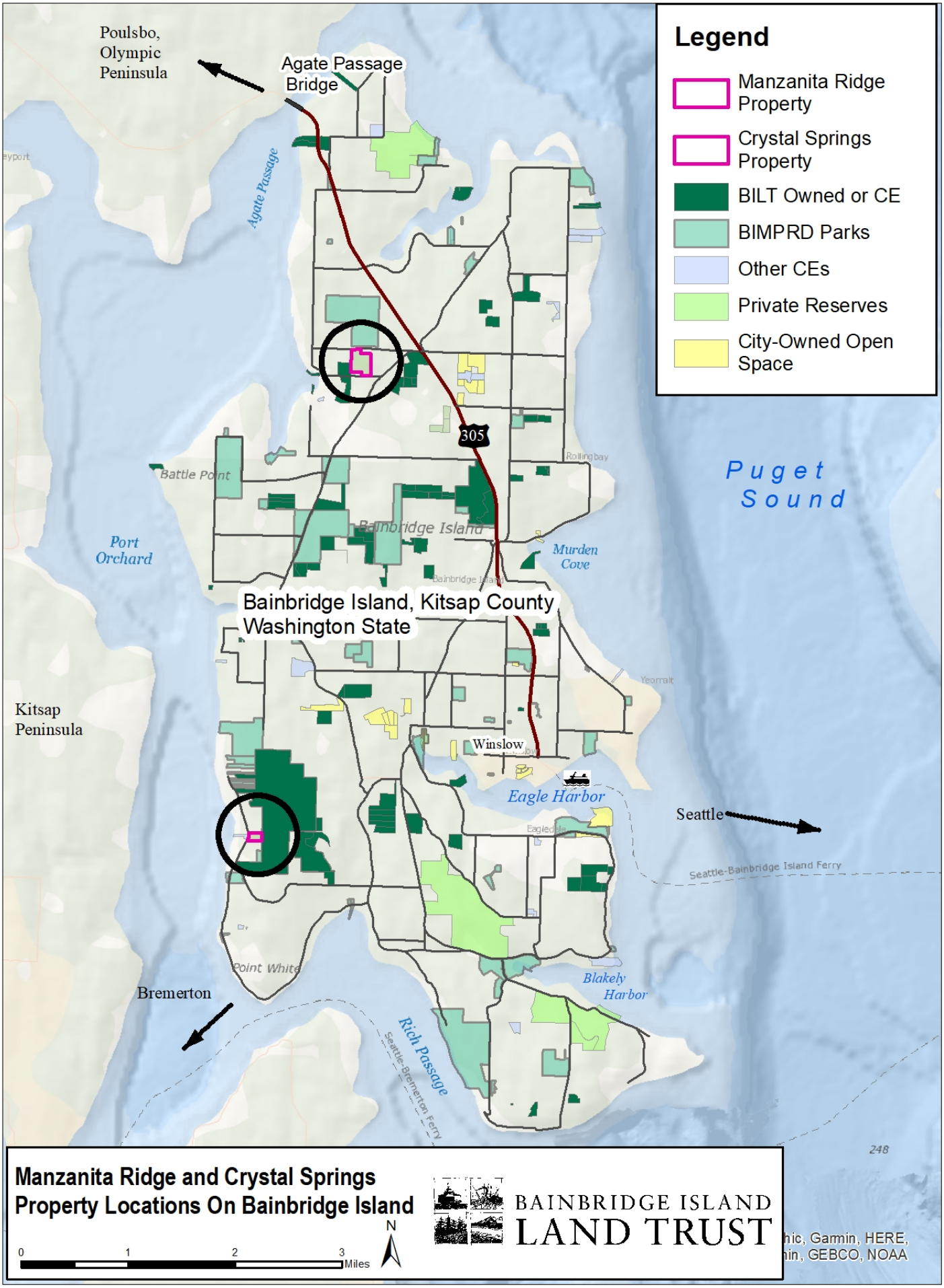
We look forward to having this formal conferral as an agenda item at an upcoming Council meeting. Thank you for taking the opportunity to review the attached materials to assist you prior to that meeting. Enclosed are the project location and vicinity maps.

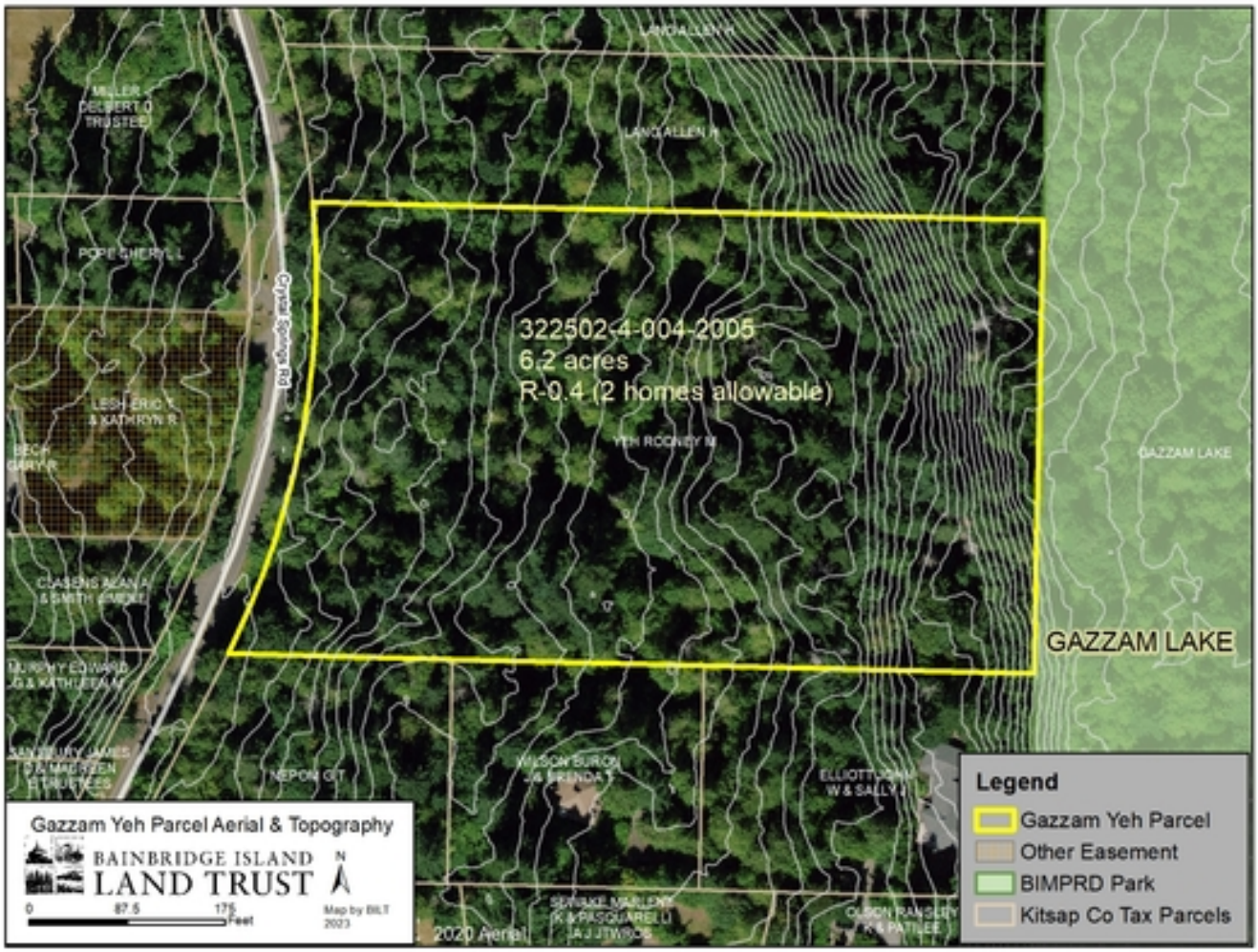
Please let me know if you have any questions or need additional information about this acquisition proposal. We appreciated your assistance!

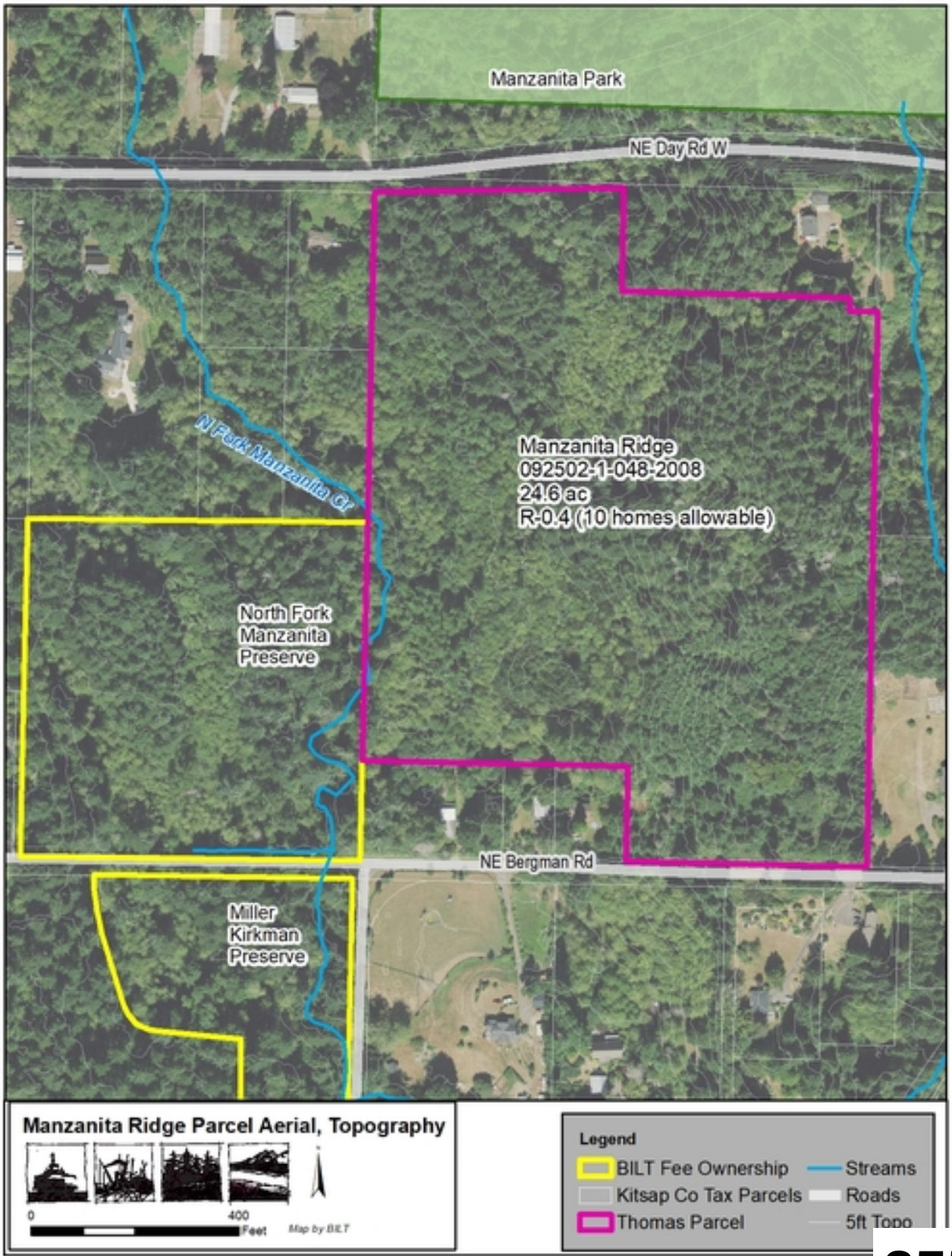
Sincerely,

Cullen Brady
Executive Director

Gina King
Conservation Director


Legend
Manzanita Ridge Property
Crystal Springs Property
BILT Owned or CE
BIMPRD Parks
Other CEs
Private Reserves
City-Owned Open Space
Poulsbo, Olympic Peninsula
Agate Passage Bridge
Agate Passage
305
Battle Point
Port Orchard
Bainbridge Island
Murden Cove
Puget Sound
Bainbridge Island, Kitsap County Washington State
Kitsap Peninsula
Winslow
Eagle Harbor
Seattle
Seattle-Bainbridge Island Ferry
Point White
Bremerton
Blakely Harbor
Rich Passage
Seattle-Bremerton Ferry
248
Manzanita Ridge and Crystal Springs Property Locations On Bainbridge Island
0 1 2 3 Miles
N
BAINBRIDGE ISLAND LAND TRUST


322502-4-004-2005
6.2 acres
R-0.4 (2 homes allowable)
GAZZAM LAKE
Legend
Gazzam Yeh Parcel
Other Easement
BIMPRD Park
Kitsap Co Tax Parcels
Gazzam Yeh Parcel Aerial & Topography
BAINBRIDGE ISLAND LAND TRUST
Map by BILT 2023
2020 Aerial


Manzanita Park
NE Day Rd W
N Fork Manzanita Cr
Manzanita Ridge
092502-1-048-2008
24.6 ac
R-0.4 (10 homes allowable)
North Fork
Manzanita
Preserve
NE Bergman Rd
Miller
Kirkman
Preserve
Manzanita Ridge Parcel Aerial, Topography
0
400
Feet
Map by BILT
Legend
BILT Fee Ownership
Kitsap Co Tax Parcels
Thomas Parcel
Streams
Roads
5ft Topo

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Execute a Renewal Agreement Regarding Jury Panels for the Municipal Court with Kitsap County

SUMMARY: The attached Agreement Regarding Jury Panels renews the City's agreement with Kitsap County for assistance with jury panels for the Municipal Court. The contract is substantively the same as the existing agreement with updates to dates, signatory names, and a one-hour change to the notification time in Section 4. The contract expires December 31, 2026.

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION: Authorize the City Manager to execute the Agreement Regarding Jury Panels in substantively the form attached to this agenda bill.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Kitsap County Clerk - Jury Panels for Muncipal Court Agreement (unsigned).pdf

FISCAL DETAILS: The City pays the County a $650 administrative fee plus actual mileage and per diem costs ($10 per juror) incurred by the County per jury panel. The budget for this service is $2,000 in the current biennium. We anticipate that this service will be within the budget.

Fund Name(s):

Coding:

AGREEMENT REGARDING JURY PANELS FOR MUNICIPAL COURT

This Agreement regarding Jury Panels for Municipal Court (hereinafter this Agreement) is entered into as of the date written below between the City of Bainbridge Island, a Washington municipal corporation (hereinafter City) and Kitsap County (hereinafter County).

WHEREAS

A. The City has a municipal court for which it needs, from time to time, panels of petit jurors; and

B. Municipal court jurors shall be selected in the same manner as superior court jurors pursuant to RCW 2.36.050; and

C. Jury management activities may be performed by the superior court on behalf of courts of limited jurisdiction pursuant to an agreement between the judges of each representative court pursuant to RCW 2.36.052; and

D. The County is capable of providing jury panels for City's court through the Kitsap County Superior Court Clerk (hereinafter Clerk); and

E. Superior court jurors are county employees for purposes of worker's compensation coverage under the Industrial Insurance Act, Title 51 RCW.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Jury panels provided. Clerk shall provide to City, so often as City requests, a panel of up to twenty (20) potential jurors from which City may select persons to serve on its petit juries. Clerk shall follow the statutes and rules applicable to superior court petit juries in providing such potential jurors. To this end, Clerk's duties shall include, but are not necessarily limited to:

a. Electronic, random selection of prospective jurors;
b. Serving juror summonses;
c. Receiving requests for excuses from jury service;
d. Directing veniremen to the proper time and place for jury service;
e. Payment of mileage and per diem.

Section 2. Payment by City. City shall pay County a six hundred fifty ($650.00) dollar administrative fee plus actual mileage and per diem costs incurred by County per jury panel that reports for duty or serves upon a City case. Clerk shall bill City monthly for services due under this Agreement. City shall pay such bills within thirty (30) days.

Section 3. Call for panel. City shall notify Clerk of the need for a jury panel no later than two o'clock p.m. on the day before the panel is needed.

Section 4. Call off. Once City has called Clerk to provide a jury panel, City shall notify Clerk no later than two o'clock p.m. on the day prior to jury service that the panel is no longer needed. In the event City fails to meet this deadline, it shall be charged the administrative fee plus any mileage or per diem costs for providing a panel of jurors.

Section 5. Payment to jurors. County shall pay, on behalf of City, the following fees to veniremen:

a. Per diem: ten ($10.00) dollars per day;

b. Mileage: at the rate established by the Director of Financial Management pursuant to RCW 2.36.150 and RCW 43.03.060.

County shall not be obliged to pay for meals, lodging, or parking. City shall provide parking opportunities at no cost to veniremen.

Section 6. Duties of City. City shall record the names, addresses and mileage of all veniremen reporting for duty. In addition, City shall record the names of all jurors serving more than one (1) day and the number of days served by each. City shall provide the foregoing information to the Clerk within five (5) working days.

Section 7. Risk of Non-reporting. City shall bear the risk and consequences of veniremen not reporting for service as directed by Clerk.

Section 8. Status of jurors. For purposes of this Agreement and the Industrial Insurance Act, any person summoned for City municipal court jury duty is an employee of the City while providing jury services for the municipal court.

Section 9. American with Disabilities Act. City shall comply with all provisions of the American with Disabilities Act (ADA) which are applicable, including but not limited to Title 2 of the ADA. The parties agree that compliance as it relates to the structural aspects of the County building is not the responsibility of the City as the building is owned by the County.

Section 10. Term. This Agreement shall become effective on January 1, 2024 and will expire December 31, 2026.

Section 11. Termination. Any party may terminate this Agreement by providing thirty (30) days written notice to the other.

Section 12. Modification. This Agreement may be modified only by written agreement of all parties.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

DATED this _____day of _____, 2023.

PRESIDING JUDGE OF THE SUPERIOR COURT OF THE COUNTY OF KITSAP

_____
Judge Jennifer Forbes

DATED this _____ day of _____, 2023.

_____
David T Lewis III
Kitsap County Clerk & Jury Commissioner

DATED this _____ day of _____, 2023.

CITY OF BAINBRIDGE ISLAND

_____
Blair King
City Manager

DATED this _____ day of _____, 2023.

CITY OF BAINBRIDGE ISLAND

_____
Judge Sara L. McCulloch
Bainbridge Island Municipal Court

ATTEST:

_____
City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Sign an Exclusive Negotiation Agreement with Bainbridge Disposal

SUMMARY: On September 12, 2023, the City Council authorized the City Manager to seek to enter into a period of exclusive negotiation with Bainbridge Disposal to prepare a solid waste collection and disposal contract. Bainbridge Disposal has agreed to a period of exclusive negotiation. The City Council is requested to authorize the terms of the exclusive negotiation period.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Authorize the City Manager to sign an exclusive negotiation agreement with Bainbridge Disposal in substantial conformity to the attached agreement.

COMMUNITY ENGAGEMENT AND OUTREACH: Discussion and review with Bainbridge Disposal has occured.

FISCAL IMPACT:

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

BACKGROUND: On September 12, 2023, the City Council authorized the City Manager to propose a period of exclusive negotiation with Bainbridge Disposal for the purpose of developing a solid waste services contract for the City of Bainbridge Island. This period of negotiation is in-lieu of commencing a Request for Proposal process to solicit solid waste collection services. Bainbridge Disposal is agreeable to this approach.

The term of exclusive negotiation is one year. In that time, it is envisioned that a solid waste collection agreement will be fully developed and drafted. City management expects to use the services of a consultant to assist with the development of the solid waste agreement. Approval for consultant services will be presented to the City Council in the future.

If impasse is reached, and no further progress can be made in negotiating an agreement, the exclusive negotiation agreement may be terminated prior to a year.

ATTACHMENTS:

Exclusive Negotiation Agreement (City and Bainbridge Disposal) - Church executed

FISCAL DETAILS: There are no direct fiscal impacts related to the agreement for exclusive negotiation.

Fund Name(s):

Coding:

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the Effective Date by the CITY OF BAINBRIDGE ISLAND, a Washington municipal corporation ("City") and BAINBRIDGE DISPOSAL, INC., a Washington public utility corporation ("Bainbridge Disposal"). The City and Bainbridge Disposal are referred to herein as "the parties."

RECITALS

WHEREAS, Bainbridge Disposal is the current provider of solid waste collection and disposal services in the City under WUTC Certificate G000143; and

WHEREAS, the City has expressed an interest in contracting with Bainbridge Disposal for solid waste collection and disposal services and Bainbridge Disposal has agreed to consider entering into such a contract with the City; and

WHEREAS, the parties wish to establish a period of exclusive negotiation during which they will negotiate in good faith regarding a solid waste collection and disposal services contract.

NOW, THEREFORE, the parties agree as follows:

1. Purpose – Exclusive Negotiation Period. The purpose of this Agreement is to establish a period during which the parties will negotiate exclusively with each other on a contract ("Contract") for the provision of solid waste collection and disposal services in the City of Bainbridge Island. The parties agree that for a period of one year from the date of the last signature below ("Effective Date") the parties will negotiate exclusively with each other in good faith to reach agreement on the terms of a Contract.

2. Termination. Either party may terminate this Agreement at any time upon the reaching of an impasse in the negotiations. As used in this Agreement, the term "impasse" means that the parties, despite their best efforts, have become deadlocked due to a disagreement on which no further progress can be made. Either party may give notice of termination for impasse by transmitting a written notice to the other party by U.S. Mail or email at the following addresses:

If to the City:

Blair King, City Manager
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Email: bking@bainbridgewa.gov

If to Bainbridge Disposal:

Heather Church
Bainbridge Disposal, Inc.
9423 Business Park Lane
Bainbridge Island, WA 98110
Email: heather@bainbridgedisposal.com

3. Reservation of Rights. Each party reserves all legal rights it has regarding the provision of solid waste collection and disposal services in the City of Bainbridge Island. Nothing in this Agreement constitutes or shall be construed as a waiver of any right of either party.

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

BAINBRIDGE DISPOSAL, INC.

Date: 11-15-23

By: Heather K. Church

Heather Church

Title: President

CITY OF BAINBRIDGE ISLAND

Date: _____

By: _____

Blair King, City Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Provide up to $1,500 to Support Community Martin Luther King, Jr. Day Celebrations - Executive

SUMMARY: The 2024 Adopted Budget includes $15,000 to support a community celebration of Juneteenth. This item provides Council authorization for up to $1,500 in support for eligible expenses to augment a community event to be held at the Bainbridge Island Art Museum. as part of the the community of Bainbridge Island Martin Luther King, Jr. Day commemoration. This expenditure will reduce the total available for future events to $13,500.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Authorize the City Manager to Provide up to $1,500 to Support Community Martin Luther King, Jr. Day Celebrations.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	$1,500
Ongoing Cost:	
One-Time Cost:	$1,500
Included in Current Budget?	Yes

BACKGROUND: The community of Bainbridge Island celebrates Martin Luther King, Jr. Day annually in January. The City of Bainbridge Island has contributed in various ways in the recent past, for example by having staff or advisory committee members plan events and by providing financial support to speakers contributing to a community event.

The 2024 Adopted Budget includes $15,000 to support a community celebration of Juneteenth. It is desired to dedicate some of the $15,000 funding to the upcoming Martin Luther King, Dr. Day celebration; $1,500, the same amount separately budgeted for Indigenous Peoples Day. The balance of $13,500 will be available for a community celebration of Juneteenth.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize the City Manager to Execute the Agreement with Kitsap County Humane Society for Animal Control Services in 2024 - Police

SUMMARY: Consider approving a one-year contract with Kitsap Humane Society to continue serving as the City's animal control authority within the meaning of Title 6 BIMC. The agreement is consistent with the terms of previous contracts. The current agreement expires December 31, 2023.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Police

RECOMMENDED MOTION: Authorize the City Manager to execute a one-year contract with Kitsap Humane Society for the provision of animal control services.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	$87,290.00
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: The Kitsap Humane Society has been providing animal control services to the City under three-year contracts. The current contract is set to expire on December 31, 2023. This Agreement will engage Kitsap Humane Society's services for a new one-year term beginning January 1, 2024, and ending December 31, 2024. In the future, it is anticipated contracts will align with the City's two-year budget cycle.

ATTACHMENTS:

Kitsap Humane Society Animal Control PSA 2024.docx

FISCAL DETAILS: Under this contract, the City will pay the Kitsap Humane Society $87,290 in 2024. There is $93,600 in the 2024 Budget to cover this expense.

Fund Name(s): General Fund

Coding: 91011393/541100

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and the Kitsap Humane Society, a Washington State nonprofit corporation, ("Society").

WHEREAS, the City desires to engage the Society to act as the Animal Control and Impounding Authority for the City; and

WHEREAS, the Society 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 Society as follows:

1. SERVICES BY SOCIETY

The Society shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Society 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. Upon execution by both parties, this Agreement shall become effective on January 1, 2024, and shall continue in full force and effect until December 31, 2024, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Society pursuant to this Agreement shall be submitted to the City, and the Society 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 Society for services provided under this Agreement an annual total amount of Eighty-Seven Thousand Two Hundred Ninety Dollars ($87,290.00).

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

A. The Society and the City understand and expressly agree that the Society is an independent contractor in the performance of each and every part of this Agreement. The Society expressly represents, warrants, and agrees that the Society'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 Society, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Society shall make no claim of City employment nor shall the Society claim any related employment benefits, social security, and/or retirement benefits.

B. The Society 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 Society shall pay the same before it becomes due.

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

D. The Society 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 Society 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, gender identity, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Society and the City, its officers, officials, employees, and volunteers, the Society's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Society's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Society's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Society shall maintain the insurance described in **Attachment A:**

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Society 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 Society as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
To the Society:	Kitsap Humane Society 9167 Dickey Rd NW Silverdale, WA 98383 Attention: Executive Director

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

KITSAP HUMANE SOCIETY	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name:_____	Name: Blair King
Title: Executive Director	Title: City Manager
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. **Insurance Term**

The Society 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 Society, its agents, representatives, or employees.

B. **No Limitation**

The Society's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Society 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 Society 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 Society'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 Society's profession.

D. **Minimum Amounts of Insurance**

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

F. **Acceptability of Insurers**

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

G. **Verification of Coverage**

Before commencing work and services, the Society shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Society 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 Society 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 Society 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 Society 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 Society 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 Society from the City.

J. **City Full Availability of Society Limits**

If the Society 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 Society, irrespective of whether such limits maintained by the Society 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 Society.

ATTACHMENT B
SCOPE OF SERVICES

A. Overview of Services Provided

In addition to the services described in sections **B-K** of this Attachment A, the Society shall provide the following services to the City:

1. Complaint investigation of animal cruelty and violations of relevant state and local laws.
2. Deceased domestic animal pickup.
3. Veterinarian care for injured stray or surrendered animals.
4. A 24-hour lost and found pet information phone line (360-692-6977 Xl).
5. Kenneling and care facilities for all county strays including inoculations and flea treatment.
6. A redemption system for impounded animals.
7. An adoption program that promotes responsible pet ownership as well as securing the spaying or neutering of the animals.
8. Administrative staff to oversee the programs as well as support staff to handle phones, dispatching, accounting, and all general office functions.
9. Outreach with local and out-of-state rescue groups to find homes for stray animals.
10. Low cost spay/neuter surgeries for low-income citizens of Bainbridge Island.
11. Animal food for low income citizens of Bainbridge Island.
12. A resource facility for court ordered community service.

B. Animal Control and Impounding Authority

The Society shall act as the Animal Control and Impounding Authority for the City, and shall provide impound services and facilities for all animals for which impounding is authorized as further described herein.

C. Enforcement of State and Local Laws

The Society shall faithfully enforce all ordinances and regulations of the City and statutes of the State of Washington now in effect relative to the care, treatment, control, impounding, and licensing of animals.

D. Quarantine of Certain Animals

The Society, under the authority and at the direction of the Health Officer of the Kitsap County Health District shall, pursuant to the direction of the Health Officer or in accordance with the request of the owner, quarantine all animals that shall have bitten a person so as to have broken the skin; provided, that the responsibility for the release of such animals from confinement shall be that of the Health Department. It is the responsibility of the Health Officer to monitor animals under confinement, and the Society shall cooperate with the Health Officer in the record keeping necessary to monitor the keeping of quarantined animals. Such records shall be maintained for five (5) years.

E. Emergency Services

The Society shall provide 24-hour, 7-day a week emergency services. "Emergency services" include all services and actions necessary to address the following:

1. Injured stray animals;
2. Animals injured in accidents;
3. Livestock found on public roadways;
4. Dogs declared potentially dangerous and dangerous dogs at large;
5. Same day dog bites (unprovoked); and
6. Police, fire, and other law enforcement assistance in circumstances where animals have been involved.

Nothing' contained herein shall require the Society or its agents to respond after the Society's normal business hours for routine animal complaints, pickups, or patrols.

F. Acceptance and Disposition of Unwanted Pets

The Society shall accept all dogs, cats, and other small pets brought to the shelter by their owners and/or authorized person; provided, such animals shall not have bitten any person within the last ten (10) days so as to have broken the skin; provided further, that disposition of said animals shall be at the discretion of the Society. A nominal fee is charged for this service. Nothing herein contained shall be construed to prevent the Society from charging for euthanasia and/or cremation where such services are requested of the Society or deemed necessary.

G. Courtroom Training

The Society shall provide its animal control officers the necessary courtroom training to present evidence and provide testimony in the prosecution of all violations of state or city laws pertaining to animals.

H. Prosecution of Violations of City Ordinances

The City, through the City Attorney's Office, shall be responsible for prosecuting those cases deemed necessary to enforce City Ordinances relating to animal control. The City Attorney's Office shall provide legal assistance to Society personnel in the interpretation and administration of said ordinances and laws.

I. Duties Pertaining to Wild Animals

The duties of the Society, as set forth herein, shall pertain to all domestic animals. The duties of the Society, as set forth herein, shall not pertain to wild animals or game birds.

J. Maintenance of Nonprofit Status

The Society, during the term of this Agreement, shall function as a nonprofit corporation; provided, that nothing herein contained shall be construed to prevent the Society from selling impounded animals, strays, or gift animals, nor from boarding a few animals under quarantine, at the request of the owners.

K. Animal Licensing

For all animals for which a license is required by City Ordinance, the Society shall be responsible for issuing licenses and collecting the fees for domestic animals adopted out of Kitsap Humane Society to Bainbridge Island residents. This service will be at no additional cost to the City. License fees will be remitted to the City on a monthly basis. The Society may impose a surcharge, for each license issued, to be retained by the Society to mitigate administrative costs.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Execute the Agreement with Valley Defenders PLLC for Indigent Defense Services for 2024 - Executive,

SUMMARY: The City released a Request for Qualifications (RFQ) for Indigent Defense Services for 2024 for the Municipal Court. No responses were received. Staff contacted several parties to inquire about their interest and ability to serve as the City's public defender. Valley Defenders was identified as willing and qualified to provide Indigent Defense services.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Authorize the City Manager to execute a one-year contract with Valley Defenders PLLC for the provision of indigent defense services substantially in the form attached.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Indigent Defense Services or public defense services are required to operate a Municipal Court. The City released an RFQ for public defense services for 2024 on September 25, 2023. No responses were received during the submittal period. Staff reached out to several parties to inquire about their interest and ability to serve as the City's public defender. Staff talked with Valley Defenders and identified them as the recommended indigent defense firm for 2024.

ATTACHMENTS:

Valley Defenders Professional Services Agreement .docx

FISCAL DETAILS: The City shall pay to the Contractor for services rendered under this Contract the sum of Twenty Five Thousand Two Hundred Dollars ($25,200) per quarter with a maximum number of cases at Forty Two (42) cases per quarter. For every case that exceed the forty two cases per quarter, a fee is set at Six Hundred Dollars ($600) per case. If appearance by Contractor is required for trial, the

Contractor will be Compensated One Thousand Dollars ($1000) per day which would encompass trial fee, transportation, and accommodations. If appearance by Contractor is required for any other reason than trial, the Contractor will be compensated Four Hundred Dollars per trip.. $80,000 is allocated in the City's budget for Indigent Defense Services.

Fund Name(s):

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Valley Defenders PLLC, a Washington State professional limited liability corporation ("Consultant").

WHEREAS, the City needs professional services to provide defense counsel to indigent defendants as an assigned counsel; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2024, unless sooner terminated for cause by either party as provided below.

B. This Agreement may be terminated by either party upon 30 days' advance written notice to the other party. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project

shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

To, but only to, the extent consistent with the Consultant's ethical obligations to its client and consistent with maintenance of the attorney client privilege, all data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs. If returned to the City in hard copy, the cost to transfer files will be at the expense of the City.

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

B. Parties agree that all calendars shall be virtual and a confidential room or workspace connected virtually is supplied for Consultant clients to meet with the attorney before/during their hearing should the client choose to appear in-person.

C. Parties agree that Trials require the Consultant to appear in person.

D. Parties agree that Hearings requiring the Consultant to appear in person are when the judge finds good cause that the Hearings occur in-person.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits

including attorney fees, arising out of, or resulting from the negligent or alleged negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

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

To the Consultant: Valley Defenders PLLC
2700 Richards Rd Suite 202
Bellevue, WA 98005

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

17. SURVIVAL

Upon termination or expiration of this agreement, Consultant shall withdraw on all matters that have a disposition including stipulated orders of continuance and deferred sentences. Consultant agree to not accept new cases after expiration/termination and agree to continue to work on pending matter that have not entered a disposition for 90 days after the expiration/termination date.

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

VALLEY DEFENDERS PLLC	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Blair King, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

ATTACHMENT B
SCOPE OF SERVICES

1. **Scope of Services, Standards and Warranties**. The Contractor will provide indigent defense services in misdemeanor cases in accordance with the Washington State Supreme Court Standards for Indigent Defense as adopted by the City in Resolution 2014-14 as the same exists or is hereafter amended (hereinafter "Standards") and the Wilbur, et al v. Mt. Vernon, et al (hereinafter the "Decision"). The Public Defender individually warrants that he/she 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.

1.1 The Contractor shall certify compliance with the Supreme Court Rule governing case load quarterly with the Bainbridge Island 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 Contractor warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Contractor will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. The Contractor will maintain and provide to the City quarterly reports detailing:

1.2.1 the number of cases assigned during the period, to include the number of cases assigned to each attorney, the monthly total and year-to-date total for cases per attorney, the charge(s) filed against each defendant, the total number of cases represented within the Bainbridge Island Municipal Court, and cases in which a defendant hires a private attorney for representation;

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 indicate the set for motions. If a case is disposed of with a reduction or dismissal, the quarterly report will state “Plead Guilty As Reduced,” “Plead Guilty Deferred Sentence,” “Plead Guilty Multi-Charge Deal,” “Committed, Infraction Disposition,” “Dismissed With Prejudice,” and/or “Dismissed Without Prejudice”, among other options provided by the Consultant. ;

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 Contractor's practice spent on civil or non-criminal matters, and the year-to-date number of cases outside of this agreement. Each Attorney's caseload limit shall be reduced by the time the Attorney spends representing private clients or defendants that have not been formally appointed pursuant to a finding of indigence pursuant to Office of Public Defender guidelines.

1.2.8

1.3 The Contractor further warrants that the payment reflected in Exhibit "B", Compensation reflects all infrastructure, support, administrative services, to include training, and systems necessary to comply with the Decision and Standards except as provided in Section 3 of this Exhibit. In addition, the City shall pay for investigator services beyond the Base Compensation for investigation services as approved by the court.

1.4 The Contractor promises that he/she 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.

1.5 Screening to determine eligibility for legal representation at public expense will be provided by the Court. Contractor shall be provided written notice of the name, address, and phone number of each Defendant to whom the Contractor has been appointed as Attorney, together with the charge and cause number within a reasonable time after determination of eligibility. Receipt of written notice shall constitute appointment as Attorney to provide legal service to such appointed Defendants. In addition, The Bainbridge Island Municipal Court Judge may offer direct appointments of defendants in open court.

1.6 The Contractor will make Attorneys available to talk and meet with appointed clients in the Kitsap County Jail, or other facility used by the City within thirty (30) miles of the City of Bainbridge Island when it is deemed appropriate by the contractor in the furtherance of the attorney/client relationship.

1.7 Legal Counsel provided by the Contractor shall include:

1.7.1 Representation of indigent clients at arraignment based on the schedule determined by the Municipal Court, including counsel to defendants at arraignments and status calendars regardless of whether they have been screened.

l.7.2 Representation of all appointed indigent clients at all Municipal Court proceeding after appointment;

1.7.3 Arrival to all Municipal Court calendars on time and appropriately prepared;

1.7.4 Provide an opportunity to have contact with new indigent clients in a confidential setting whether by phone or in-person within 72 hours of assignment and maintaining the attorney-client relationship which includes appropriate response to client contact, legal research, investigation, case preparation, witness interviews, legal advisement, preliminary hearings and motions, plea negotiations, trial preparation, and trial or disposition without trial, sentencing recommendations, the filing of a notice of appeal with specific errors noted, designation of record to be transmitted to Superior Court, and motion and orders for finding of indigence and appointment of counsel on appeal, and preparation of all legal documents, all as necessary to ensure competent legal representation of those determined to be indigent. The Public Defender will return client phone calls or other attempts to contact the Public Defender in a prompt and appropriate manner. The Public Defender shall provide the prosecutor and City police department with contact information assuring twenty-four (24) hour a day access for the limited purposes of critical stage representation.

1.7.5 Comply with all applicable public records and records retention laws;

1.7.6 Make Attorneys available to meet in-person with clients in the Kitsap County Jail, or other facility used by the City within thirty (30) miles of the City of Bainbridge Island.

1.7.7 Whenever the Contractor is counsel of record for an individual who is jailed on a City matter, the Contractor shall be available to appear in Court before such individual has been in custody for 24 hours; except that, this does not require the Contractor to be available to appear in Court on Saturdays, Sundays, or City holidays.

1.8 The Contract shall notify the City of any Attorney or intern employed or contracted with by the Contractor. All such Attorneys or interns shall agree to abide by the standards and terms of this Agreement. Any Attorney employed by the Contractor shall have the authority to perform the Services upon approval of the City. The Contractor may employ outside associated council to assist at the Contractor's expense, which shall include the requirement to follow the standards and terms contained in this agreement.

2. **Base Compensation**. Effective January 1, 2024, the City shall pay to the Contractor for services rendered under this Contract the sum of Twenty Five Thousand Two Hundred Dollars ($25,200) per quarter with a maximum number of cases at Forty Two (42) cases per quarter. For every case that exceed the forty two cases per quarter, a fee is set at Six Hundred Dollars ($600) per case. If appearance by Contractor is required for trial, the Contractor will be Compensated One Thousand Dollars ($1000) per day which would encompass trial fee, transportation, and accommodations. If appearance by Conractor is required for any other reason than trial, the Contractor will be compensated Four Hundred Dollars per trip. A trip is defined as travel to and return back from Bainbridge Island. A case is defined as the filing of a document with the court

naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. Multiple citations from the same incident shall be counted as one case. A case will be deemed terminated upon entry of judgement or the client's failure to appear. In the event that the court requires post-judgement oversight of the assigned defendant, the Contractor shall continue to represent the Client. This compensation amount represents the resources necessary to provide Public Defender services through the undersigned Contractor as supplemented in Section 3 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 supplies. The parties believe that they have provided sufficient capacity through this contract to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision as identified herein. Except as expressly provided in Section 3, below, 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 I above.

3. Payments in Addition to the Base Compensation. The City shall pay directly to the service provider or Contractor, as appropriate, for the following case expenses when reasonably incurred and approved by the Court or Contract Administrator from funds available for that purpose:

3.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor.

3.2 Preauthorized Expenses. Case expenses may be requested by the Contractor and preauthorized by order of the Court. The additional amount will be paid to the Contractor as the City is billed for these services. Unless the services are performed by Contractor's staff or subcontractors, such expenses include, but are not limited to:

3.2.1 investigation expenses;

3.2.2 medical and psychiatric evaluations;

3.2.3 expert witness fees and expenses;

3.2.4 polygraph forensic and other scientific tests;

3.2.5 unusually extensive computerized legal research; and

3.2.6 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 Contractor may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

3.3 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;

3.4 Copying Clients ' Files. The cost, if it exceeds $15 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;

3.5 Transcripts. Copies of direct appeal transcripts for representation in post-conviction relief cases. The cost, if it exceeds $15 of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

3.6 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 $50; and

3.7 Process Service. The normal, reasonable cost for the service of a Subpoena.

4. 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 resolution. If any aspect or language in the contract is in conflict with The Supreme Court Standard for Indigent Defense Services, the Standards shall prevail. The cost of providing service may be renegotiated if the Standards significantly increase the obligations of the Contractor.

EXHIBIT "C"

Insurance Certificate

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Confirm Appointment of Representative to Kitsap County Solid Waste Advisory Committee for a 4-Year Term - Executive,

SUMMARY: Washington State law asks each county to establish a local Solid Waste Advisory Committee (SWAC). The committee reviews the county's Comprehensive Solid and Hazardous Waste Management Plan and helps develop programs and policies for solid waste handling and disposal. Pursuant to the June 2023 Tetra Tech Evaluation of the Waste Management System, a city staff member should represent the city on SWAC. On September 12, 2023, the City Council authorized the city manager to appoint a staff member with the Council's concurrence.

AGENDA CATEGORY: Appointment **PROPOSED BY:** Executive

RECOMMENDED MOTION: Confirm the appointment by the City Manager of Climate Mitigation and Adaptation Manager Autumn Salamack to a four-year term as the City of Bainbridge Island's representative to the Kitsap County Solid Waste Advisory Committee.

COMMUNITY ENGAGEMENT AND OUTREACH: None at this time.

FISCAL IMPACT:

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

BACKGROUND: In accordance with Washington State law, Kitsap County has a local Solid Waste Advisory Committee (SWAC). The committee reviews the county's Comprehensive Solid and Hazardous Waste Management Plan and helps develop programs and policies for solid waste handling and disposal.

The Kitsap County SWAC has fifteen members who represent many interests, including the Board of County Commissioners, local jurisdictions, tribes, the U.S. Navy, local business, and the waste management industry. Previously, the City of Bainbridge Island's representative to SWAC has been a member of Zero Waste Bainbridge.

The June 2023 Tetra Tech Evaluation of the Waste Management System concluded the city would benefit from the appointment of a member of city staff to SWAC in order to ensure the county's goals and targets for solid waste management align with the city's, particularly in the context of the city assuming responsibility for management of solid waste within the community.

On September 12, 2023, the City Council directed the City Manager, with the concurrence of the City Council, to assign a staff member to represent the city on the Kitsap County Solid Waste Advisory Committee.

Climate Mitigation and Adaptation Manager Autumn Salamack is the designated staff member. Previously, Ms. Salamack served on the King County Metropolitan Solid Waste Advisory Committee.

Appropriate recognition and an expression of gratitude will be provided to our terminating member on SWAC. Valuable time and service has been provided to the city.

ATTACHMENTS:

FISCAL DETAILS: None directly related to the Council's concurrence.

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Consider Endorsement of Management's Employee Housing Policy,

SUMMARY: The City of Bainbridge Island employs 142 individuals, approximately 70% of which do not live within the City. One factor causing the majority of employees to commute to the City is the lack of affordable housing on the island. When the workforce resides within the City, it not only gains a deeper understanding of public expectations, but also enhances its capacity to respond to local needs with greater effectiveness and creates a heightened sense of unity and shared responsibility among residents. Resident employees can more quickly respond to emergencies and are also more likely to be available during inclement weather conditions.

To support the many benefits of employees living on Bainbridge Island, the City Manager proposes the adoption of an Employee Housing Policy, to be initiated with the purchase of a manufactured home in the Islander Mobile Home Park for City employees, with priority given to full-time first-responder positions and length of tenure.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Endorse the City Manager's management policy with regard to Employee Housing and return to the Council with plans to purchase a manufactured home for this purpose in the Islander Mobile Home Park.

COMMUNITY ENGAGEMENT AND OUTREACH: Islander Mobile Home Park Board, Bainbridge Island Police Guild, International Association of Machinists and Aerospace Workers (IAM)

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

BACKGROUND: The City of Bainbridge Island employs 142 individuals, approximately 70% of which do not live within the City. One main factor causing the majority of employees to commute to the City is the lack of affordable housing on the island. When the workforce resides within the City, it not only gains a deeper understanding of public expectations, but also creates a heightened sense of unity and shared responsibility among residents. Resident employees can more quickly respond to emergencies and are also more likely to be available during inclement weather conditions.

To support the many benefits of employees living on Bainbridge Island, City staff met with board members of the Islander Mobile Home Park, employee groups, and looked at similar policies used in other cities. The City Manager proposes the initiation of an Employee Housing Policy, to be initiated by the purchase of housing for City employees, with priority given to full-time first-responder positions.

The City owns two shares within the Islander Mobile Home Park (IMHP) cooperative, one of which is currently vacant. Upon adoption of the Employee Housing Policy and updates to the IMHP By Laws, the City could purchase and install a manufactured home in the IMHP and offer it for rent exclusively to City Employees. City Staff are reviewing three-bedroom model units that will fit on the property and will return to City Council for review and approval of the selected unit. The current cost estimate for purchase and installation of a manufactured home on this property is $280,000. Rent will be set at a reasonable rate for the space (approx. $2000/mo), and thanks to the reduced cost of a manufactured home, rent received will be able to recover capital, maintenance, and replacement costs.

Built into the Employee Housing Policy is the City's ongoing commitment to the Affordable Housing Fund. Should the tenant's monthly rental rate exceed the City's monthly maintenance and loan payments on the home, the City will deposit the excess balance into the City's Affordable Housing Fund.

An application tier system is established within the Employee Housing Policy based on the first-responding nature of the position. If multiple applicants within the same Tier apply, length of continuous employment will be considered for the selection. Positions listed in Tier One are in no particular order:

Tier One:

- Sworn Police Officers
- Wastewater Treatment Plant Operators
- Utilities Technicians
- Emergency Management Coordinator

Tier Two: Streets / Facilities Maintenance Technicians

Tier Three: Operations and Maintenance Staff

Tier Four: Regular Employees paid at Range 16 and below

Tier Five: Regular Employees paid at Range 17 and above

ATTACHMENTS:

City of Bainbridge Island Employee Housing Policy 10-31-2023.docx

FISCAL DETAILS: If approved, staff will return to request approval of a manufactured home and the source of capital funding.

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND	**Administrative, Legislative, or Planning or Community Development Policy**	No.	XX
	Subject: City of Bainbridge Island Employee Housing	Date:	DATE, 2023
		Authority:	

Policy Purpose:

The purpose of the policy is to improve local and economical housing opportunities for key City of Bainbridge Island (City) employees to facilitate expedited employee response in case of an emergency.

Policy Scope:

The City leases two shares in the Islander Mobile Home Park that may be used to support employee housing. This policy shall apply to these units owned by the City and any future units added to City inventory. An organization may manage employee housing units owned by the City and will enforce these policies on behalf of the City. The City reserves the right to modify, revoke, suspend, terminate, or deviate from this policy at any time for any reason.

Lease Rate:

Tenant rental rates will be based on available rental rates for comparable properties and will cover home capital, interest, insurance, and replacement costs. Lease rates will be evaluated annually.

Policy Application:

The selection priority for key employee housing is based on the following preferential tier system and length of continuous employment with the City The City reserves the right to make final selections in its sole discretion:

Tier One: Full Time Regular Employees

- Sworn Police Officers
- Wastewater Treatment Plant Operators
- Utilities Technicians
- Emergency Management Coordinator

Tier Two: Streets / Facilities Maintenance Technician

Tier Three: Operations and Maintenance Staff

Tier Four: Regular Employees

- All employees paid at Range 16 and below

Tier Five: Regular Employees

- All employees paid at Range 17 and above

DRAFT

How to apply for City of Bainbridge Island Employee Housing:

When an employee housing unit becomes available, a notice via email will be sent to all City of Bainbridge Island employees within the first tier giving a 30-day deadline to respond with interest. If no tenant is selected or no employees apply, the notification will be sent to the prioritized tiers with a 30-day deadline at each tier until a tenant is chosen and offered a unit. The City reserves sole discretion in deciding whether to offer a housing unit to any interested employee and the terms and conditions of the rental agreement.

Occupancy:

Occupancy shall be limited to City employees and their immediate family members.

Tenant Rules and Regulations:

1. Tenants must uphold all rules and regulations of the community they will be living in, as well as all terms and conditions in the Sublease Agreement with the City.
2. Except for major appliances, units are not furnished.
3. Tenant will be responsible for all utilities.
4. Security Deposit and first month's rent will be required at signing.
5. Pets are allowed per the rules and regulations set in the unit's By Laws and Articles of Incorporation. A pet addendum to the lease will be required.
6. No use of tobacco or vaping products is permitted inside the premises.
7. Subletting is not allowed.
8. The unit may only be used as a personal residence and shall not be used for the purpose of carrying on any business, profession or trade of any kind.
9. The tenant is responsible for the general condition and appearance of the unit. This includes but is not limited to general cleaning and upkeep of the interior, exterior, and landscape, reasonable wear and tear excepted.
10. Overnight guests are limited to a six-day maximum stay, unless advance notice is given to and written approval is provided by the City.
11. Each unit has a maximum number of vehicles allowed. All excess vehicles will need to be stored off property at the tenant's expense.
12. Tenant must promptly notify the City of any need for repairs.
13. Lease dates run from the date of signed lease until the end of the calendar year. If the lease is signed on a date other than the first of the year, rent will be prorated for the remainder of the calendar year. Rent is due on the first of each month.
14. Proof of Renter's Insurance within 30 days of signing the lease.
15. If Tenant whose employment terminates voluntarily or involuntarily for any reason, the tenant will be given notice to vacate within 30 days from the date of termination.

City's Financial Commitment to the Affordable Housing Fund

Should the tenant's monthly rental rate exceed the City's monthly maintenance and loan payments on the home (e.g. based on a 30 year amortization schedule), the City will deposit the excess balance to the City's Affordable Housing Fund.

DRAFT

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:**

AGENDA ITEM: Cancel the December 19, 2023, December 26, 2023, and the January 2, 2024 City Council Meetings

SUMMARY: Due to conflicts with scheduling during the holiday season, Council will consider canceling the December 19, 2023, December 26, 2023, and the January 2, 2024 City Council meetings.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION: Cancel the December 19, 2023, December 26, 2023, and the January 2, 2024 City Council meetings.

COMMUNITY ENGAGEMENT AND OUTREACH:

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: December 12, 2023 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:55 PM) Discuss Limitation or Removal of Remote Public Comment,

SUMMARY: Recently, and during COVID and post COVID years, City Council meetings have been interrupted with verbal communication that expresses hatred, prejudice, or hostility towards individuals or groups based upon race, ethnicity, nationality, and other characteristics. All of these communications have occurred remotely over Zoom. Remote communications are limited in their ability to verify a speaker's identity. Reseach has shown that anonymity is a factor in un-civil behavior.

Other than an accommodation for individuals with disabilities, there is no legal obligation to accept remote public comment.

AGENDA CATEGORY: Discussion **PROPOSED BY:** City Council

RECOMMENDED MOTION: Council direction requested with regard to limitation or removal of remote public comment.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: Over the past several years, in the COVID and Post COVID period, the City Council has received disturbing public comment from time to time during public meetings that meets the definition of Hate Speech. All of these comments have been received remotely over Zoom during public comment from individuals who do not appear on camera.

City Councils are allowed to provide rules on time, place, manner of speech during the public comment period of public meetings. Other than providing an accommodation due to disability that makes in person attendance at a public meeting difficult, the City Council is not required to accept remote comments.

To address this issue the Council may want to take one of the following steps:

1) Eliminate remote public comment, except for the requirements of the law.

2) Limit public comment to items on the agenda. This will require the chair of the meeting to take action if speakers address items not on the Council agenda.

3) Verify the identity of the remote speaker. (It is noted that remote communications make it difficult to verify a speaker's identity, particularly, when a camera is not used, and because speakers identity cannot be verified, there is the possibility that the same individual can address the Council multiple times under different assumed names.)

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (8:05 PM) Accept Eagle Harbor Drive/Wyatt Way Non-Motorized Improvements Project 30% Design - Public Works,

SUMMARY: The City Council will deliberate on the alternatives for the 30% design of the Eagle Harbor/Wyatt Non-Motorized Improvements Project, which was discussed in detail at the December 5, 2023 City Council Study Session.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: I move to accept the Eagle Harbor Drive/Wyatt Way Non-Motorized Improvements project 30% design.

COMMUNITY ENGAGEMENT AND OUTREACH: None planned at this time.

FISCAL IMPACT:

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

BACKGROUND: This agenda item is a follow-up discussion and proposed action stemming from the City Council Study Session on December 5, 2023.

The Eagle Harbor/Wyatt Non-Motorized Improvements Project consists of a partially federally funded project of non-motorized, traffic calming and intersection safety improvements on Eagle Harbor Drive NE and Wyatt Way NW from the intersection of Wyatt Way and Ashbury Court west to Finch Road and then south along Eagle Harbor Drive. Other related improvements include stormwater conveyance, lighting and fish passage improvements along Cooper Creek.

The attached 30% plans (prepared by the City's consultant, Perteet, with direction from City staff) include alternatives for Council discussion, including design options for the frontage of the Greenlight Garage and options for increasing protection for bicyclists along the corridor via barricades or vertical separation.

Information is also presented for an option to increase the project by adding a section along an uphill section of Bucklin Hill Road.

Prior to the December 5th meeting, the Council took several actions on the project. At the Regular Business Meeting on February 14, 2023, the City Council authorized proceeding with the preliminary design for the Eagle Harbor Drive/Wyatt Way Non-Motorized Improvement Project. On May 23, 2023, the City Council received a briefing from staff on several design alternatives for consideration, as well as a summary of public engagement on the alternatives. On June 20, 2023, the City Council attended a field trip to the project's corridor and asked staff questions about the two alternative designs. On July 11, 2023, the City Council authorized the City Manager to proceed with Alternative D - bikes lanes on both sides of the corridor - for the final design of the Eagle Harbor Drive/Wyatt Way Non-Motorized Improvement Project.

The final project plans, permitting and right-of-way acquisition must be completed by June 1, 2024.

ATTACHMENTS:

EHD Final 30% Design_Alts_120523 City Council.pdf

FISCAL DETAILS: The Eagle Harbor Drive/Wyatt Way Non-Motorized Improvements Project is Capital Improvement Project (CIP) 00968. The project has approximately $1.05M in budget authority available in 2023.

Fund Name(s): Capital Construction Fund

Coding: 301

Eagle Harbor/Wyatt
Non-Motorized Improvements

30% Design

Overview

1. Factors guiding 30% design
2. 30% design overview
3. Alternatives for consideration
   - Bike lane design at Green Light Garage
   - Other design substitutions/additions

Three (3) Guiding Factors for Design

1. Council actions
2. Stormwater management considerations
3. Budget/Cost

Three (3) Guiding Factors for Design – Council Action

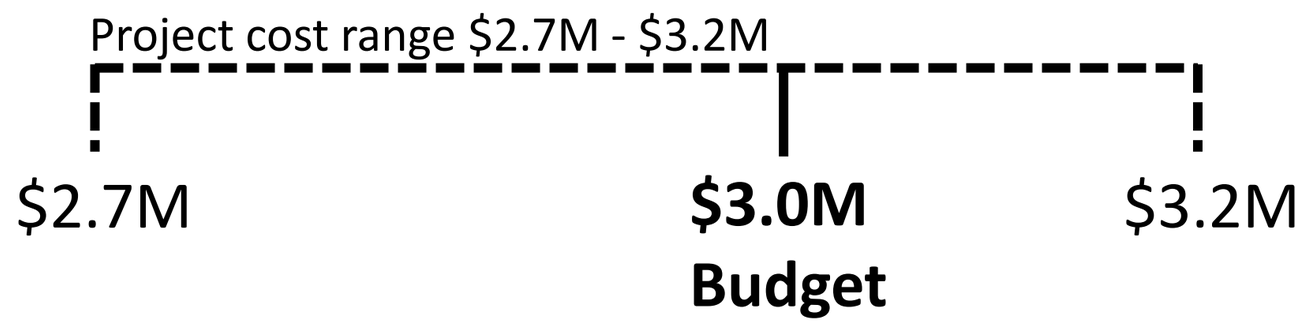
1. July 11, 2023 City Council motion:
    - Proceed with Alternative D and investigate extending the route up Bucklin Hill to Hyla (latter not included due to cost)
    - Explore alternatives to allow for a mountable curb to replace the curb in the design

Three (3) Guiding Factors for Design – Stormwater Management

2. As discussed with Council and community, projects with federal grants proposing new impervious (pollution generating) surfaces in critical areas are subject to NOAA/National Marine Fisheries consultation
    - Consultations can take up to 2-years
    - Design proposes minimum amount of new impervious area;
    - Three treatments are used that qualify new impervious areas as non-pollution generating;
        - Wedge curbing
        - Physical separation;
        - Flex post safety barriers

Three (3) Guiding Factors for Design – Budget/Cost

3. Project budget is within the cost estimate range



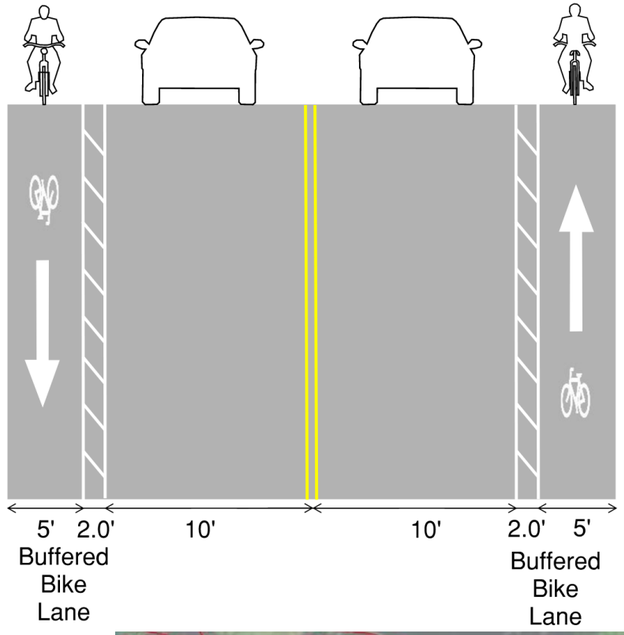
- Within budget range

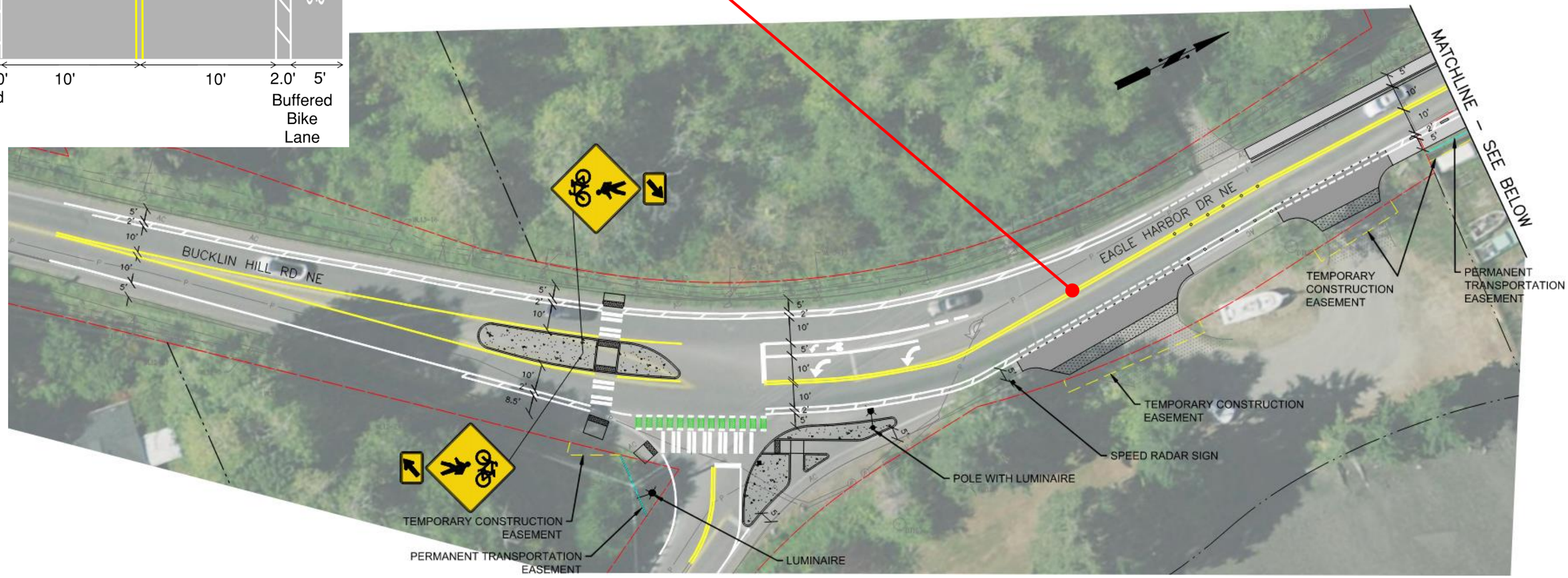
- Retains 70% ($1.0M) of available grant funds*

* Retainage of this funding amount will need to be approved by the granting agency in February 2024

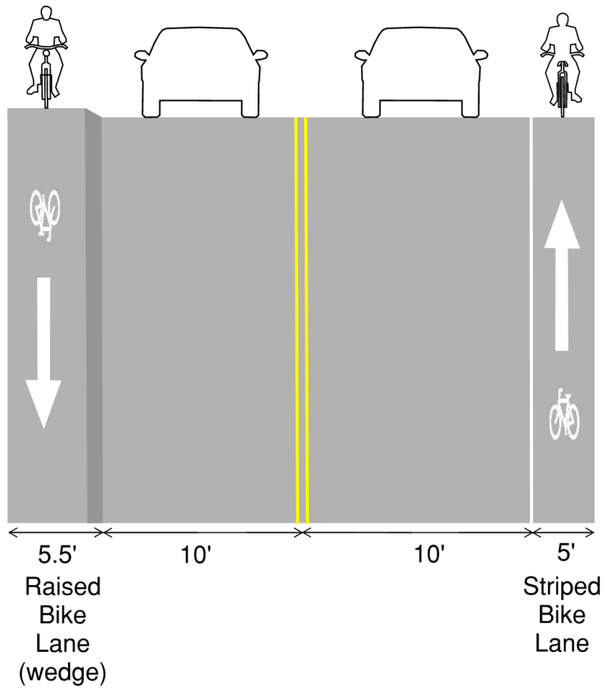
30% Design – Project Location Map

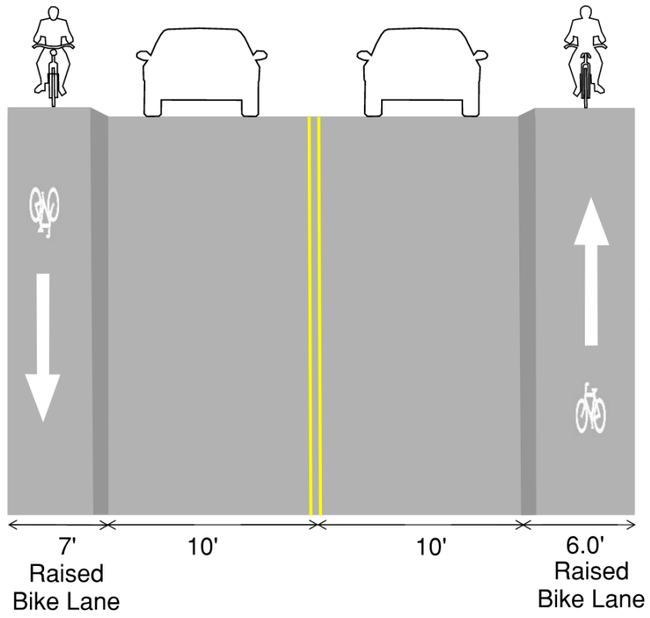
30% Design Segment #1

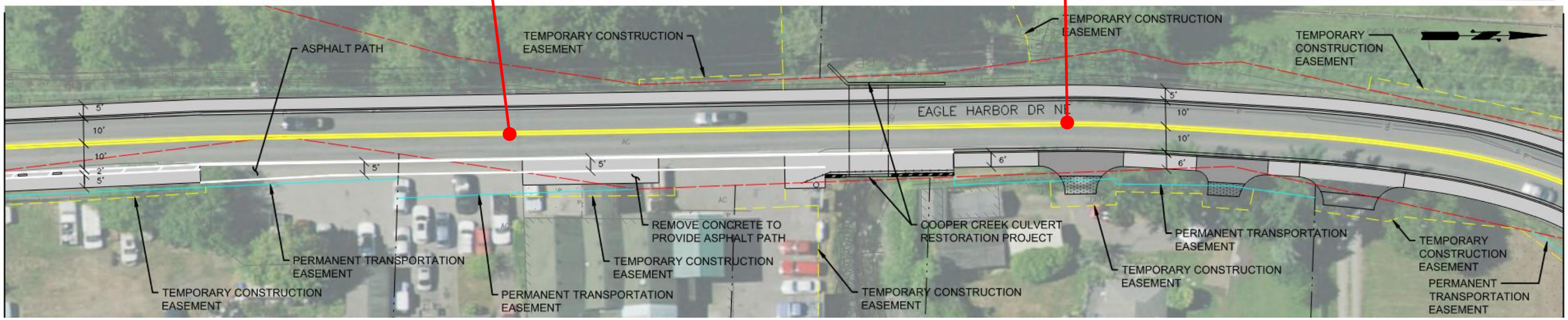




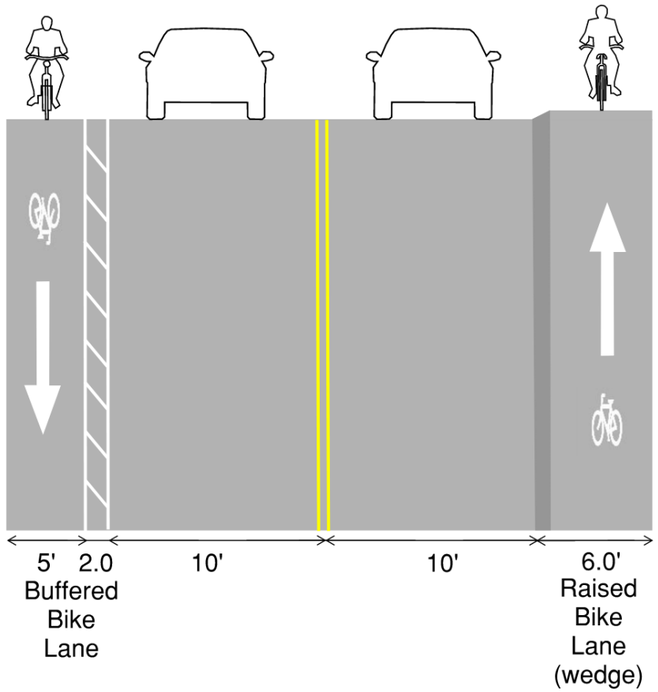
30% Design Segment #2A & 2B

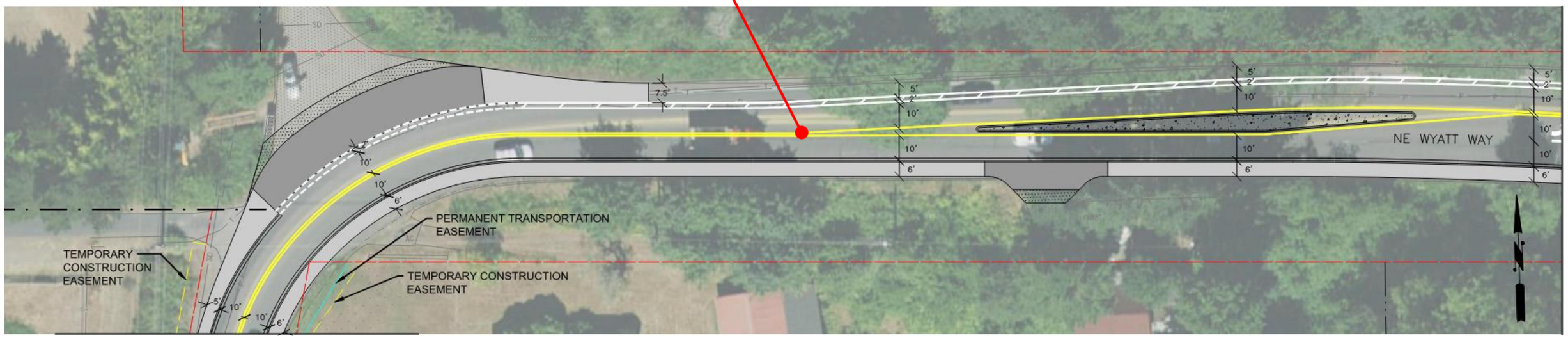




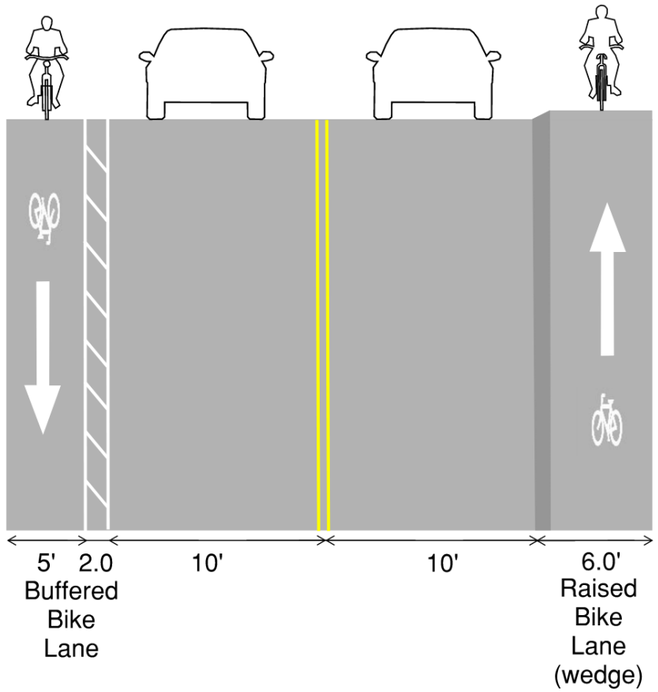


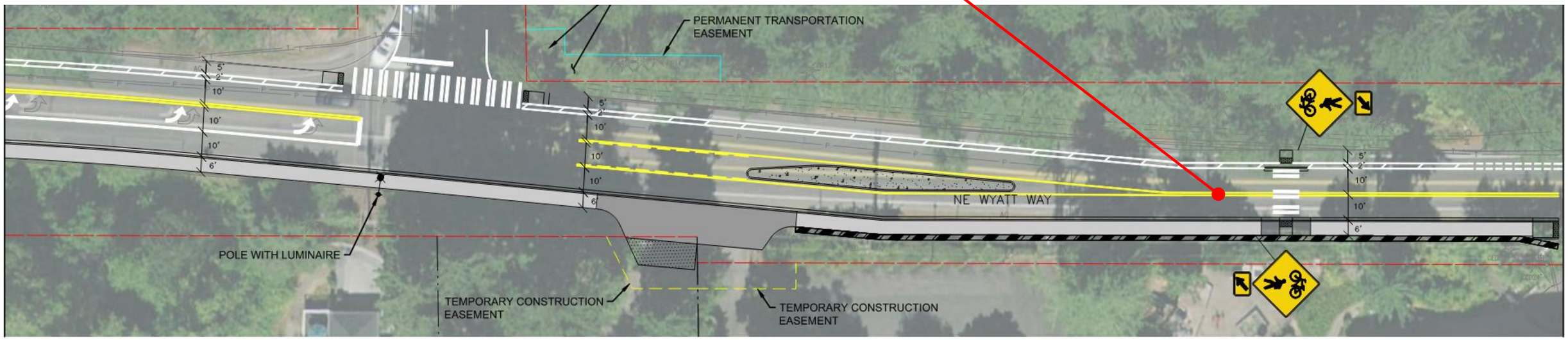
30% Design Segment #3A



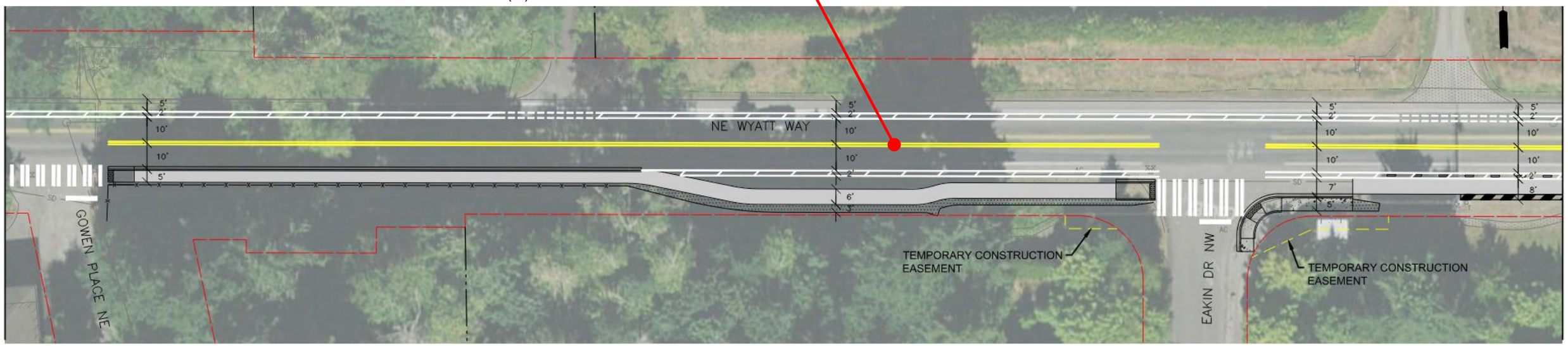


30% Design Segment #3B

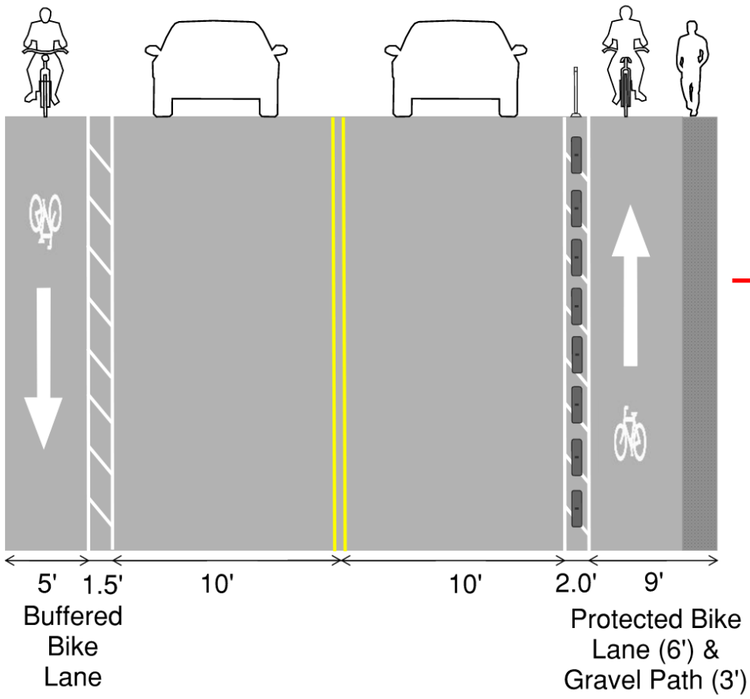


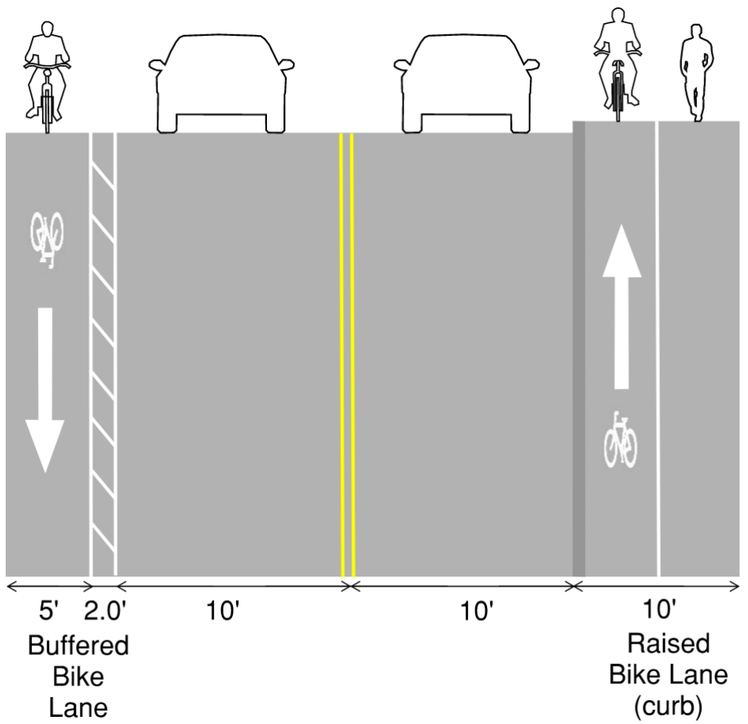


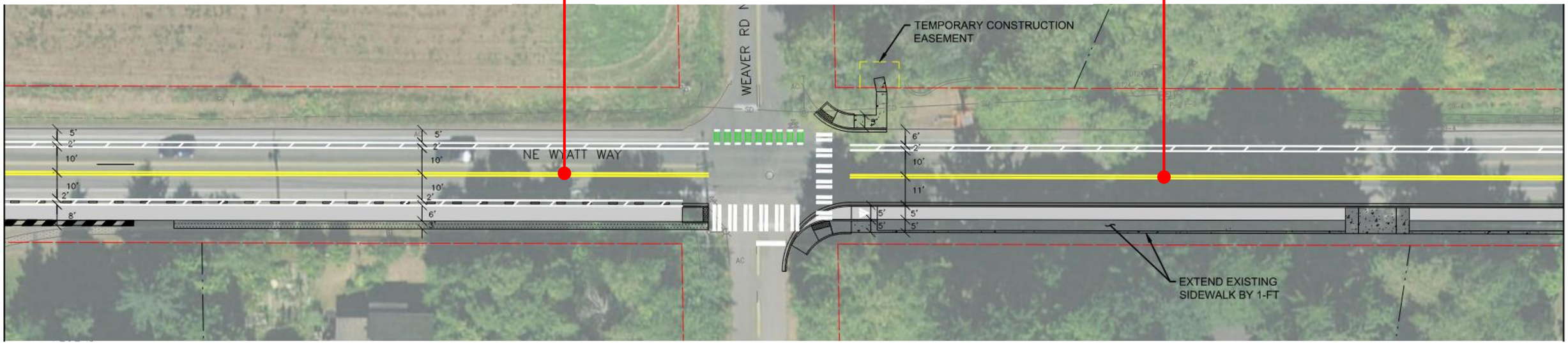
30% Design Segment #4



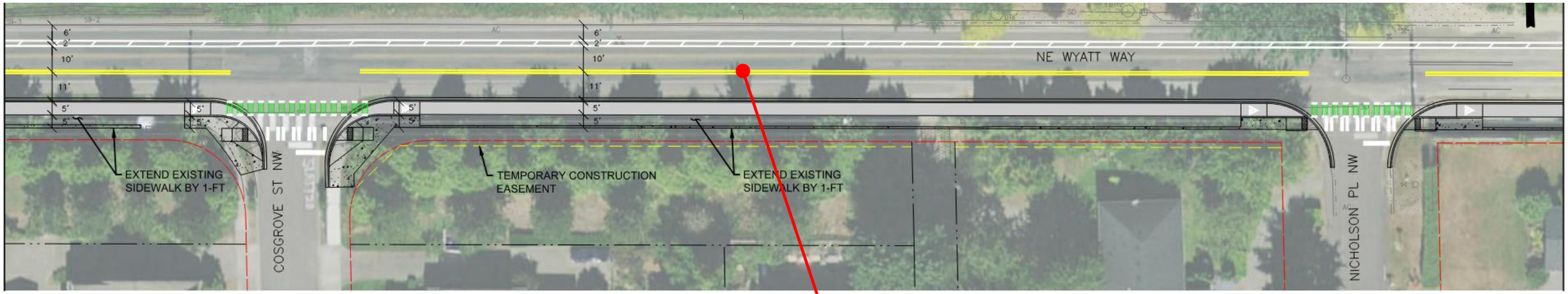
30% Design Segment #4 & 5A

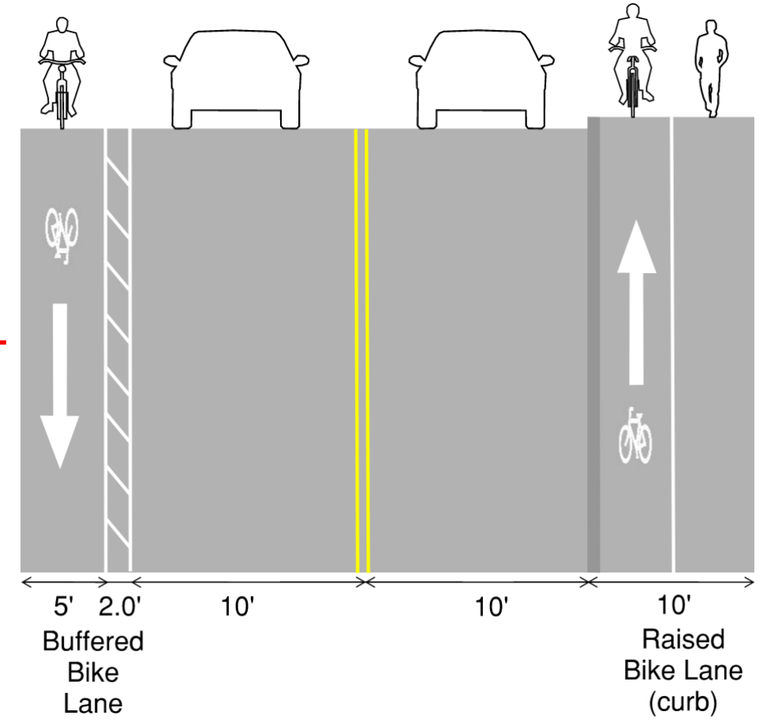






30% Design Segment #5B

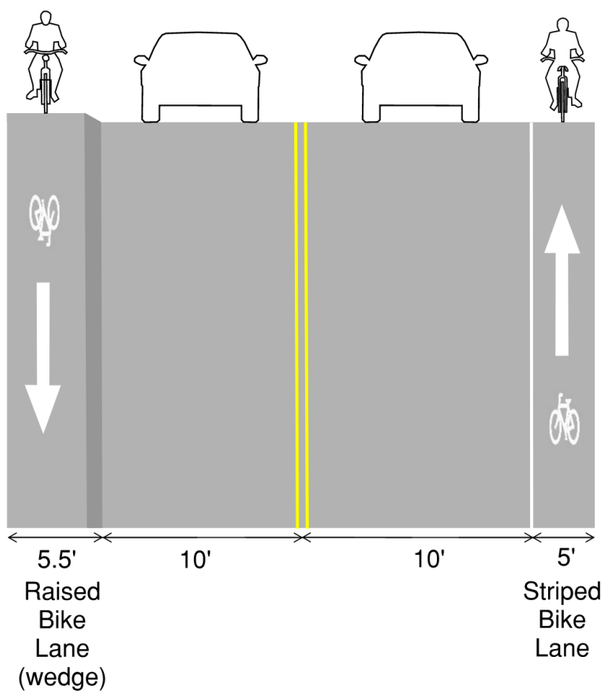




Design Alternatives for Consideration – Bike Lane at Greenlight Garage

Alternative 1 of 2

- As shown on proposed 30% design
- Southbound raised 5’ bike lane
- Northbound striped 5’ bike lane

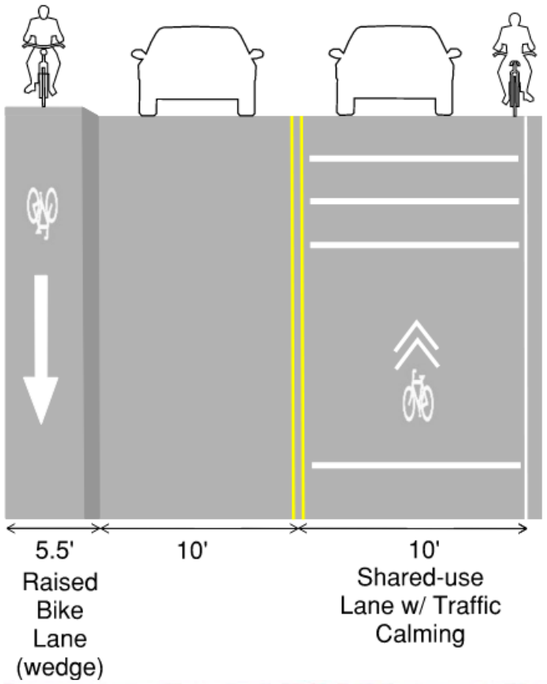


Greenlight/Project Impacts

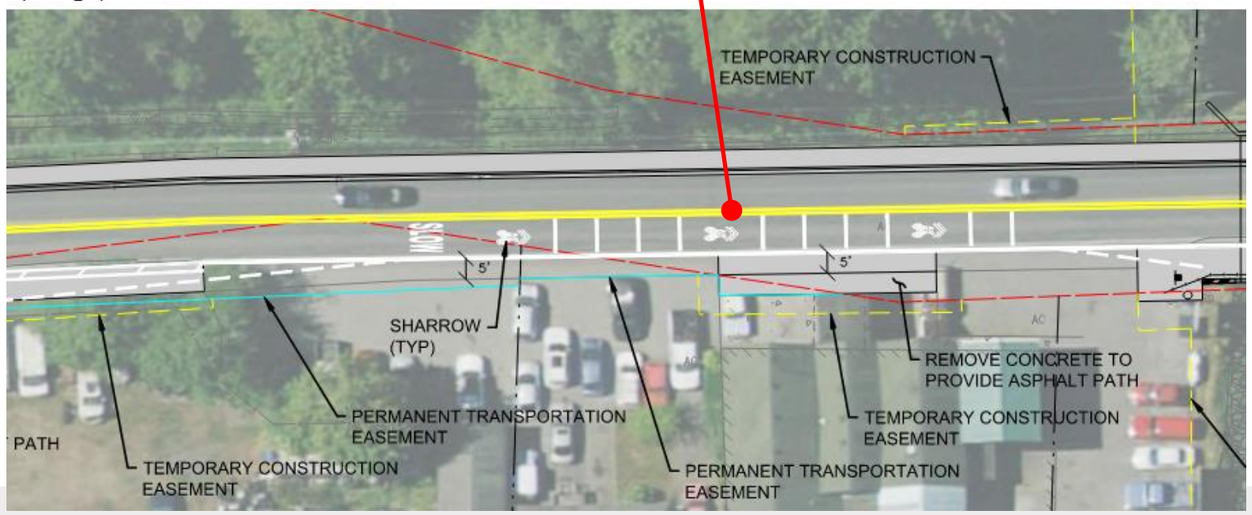
- Striped vehicle lane shifted up to 2’ feet closer to garage use
- Striped bike lane an additional 5’ closer to garage use
- Total lane shift 7’

Design Alternatives for Consideration – Bike Lane at Greenlight Garage

Alternative 2 of 2



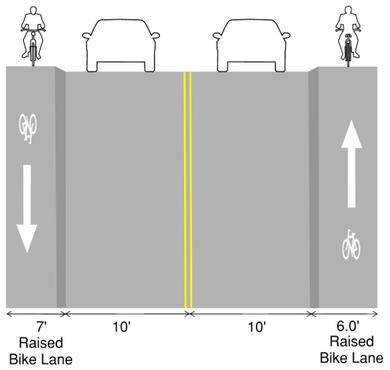
- Southbound raised 5’ bike lane
- Northbound 200’ shared-use lane and traffic calming



Greenlight/Project Impacts

- Striped vehicle lane shifted up to 2’ feet closer to garage use
- 200’ without a northbound dedicated bike lane

Other Design Alternatives for Consideration

Description	Visual	Cost
1. Increase wedge curb lanes on west/southbound side of corridor		Add ~$250K per ¼ mile (total length = $750K)
2. Add barriers to buffered bike lanes		Add up to ~$300K (total length)
3. Add southbound (uphill) bike lane buffer on Bucklin Hill		Add ~$500K

Eagle Harbor/Wyatt
Non-Motorized Improvements

30% Design

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:35 PM) Present Workplan on New Rules Regarding Design Review and Permit Processing and Consider Creation of a Design Review and Permitting Task Force - Planning,

SUMMARY: Two new state laws require local governments to update and streamline procedures overseeing design review and permitting. This agenda item requests City Council to direct the City Manager to recruit and provide applicants for Council appointment a task force made up of public and private subject matter experts that would work cooperatively with staff on identifying the steps needed in order to comply with these two state laws. Special emphasis would be given to ensuring that building plans maintain architectural design features previously approved during the design review process.

The task force would be comprised of two members of the Design Review Board, two Planning Commission members, two representatives from the local building and development industry, and one citizen-at-large. The task force would convene until revised rules are drafted and then be disbanded. Staff expects task force work to begin in February 2024, and conclude in September 2024, at which time the adoption process would be carried out by City Council.

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

RECOMMENDED MOTION: I move to direct the City Manager to recruit and provide applicants for Council appointment to a task force to work on revising codes and procedures regarding new state rules on design review and permit processing, with special emphasis on ensuring that building plans maintain architectural design features previously approved during the design review process.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: During the 2023 legislative session, a handful of new laws were adopted that address the processes involved in land use planning and development. Most of the new laws focus on land use and housing, which local governments will consider during their Comprehensive Plan 2024 periodic updates. Two laws, however, establish new standards for permit review time frames and new standards for design review requirements. Both laws are focused explicitly on streamlining local project review procedures.

There is a parallel need to review and revise design review procedures in city code to clarify and strengthen that assurance that building plans maintain architectural design features previously approved during design review process. This will be an emphasis in the cooperative work of the task force that City Council is being asked to authorize the City Manager to assemble.

Local governments are required to comply with SB 5290 (new permit review timelines) by January 1, 2025, and with HB 1293 (new design review processing standards) by June 1, 2025.

Compliance with SB 5290 and HB 1293 will require assessment and analysis of where and how the Bainbridge Island Municipal Code (BIMC) and administrative procedures must change. The work to ensure better compliance with approved architectural design features in building plan submittals is also needed.

It is proposed that City staff be assisted by a task force that would be assembled by the City Manager. The temporary task force would be made up of subject matter experts and a citizen at large that will work with City staff on proposing BIMC and procedural changes.

The task force would begin early 2024 and conclude by Summer/Fall 2024. It is recommended that the task force be comprised of two members of the Design Review Board; two members of the Planning Commission; two members from the development community, and one citizen-at-large. The task force role would be to give advice, provide professional perspectives and provide a sounding board as City staff prepare a working draft of proposed rule changes. Importantly, the existing roles and functions and procedures of the current Design Review Board and of the Planning Commission would remain intact during the timeframe that the task force collaborates with City staff. The task force representatives from both bodies will report to their respective advisory committees on task force progress. The Design Review Board and the Planning Commission would conduct their business without being distracted or time-burdened by the development of these new procedures.

ATTACHMENTS:

HB 1293 on Revising Local Government Design Review Procedures.pdf

SB 5290 on Streamlining Permit Review Times.pdf

Task Force Creation Form - design review legislation compliance

FISCAL DETAILS:

Fund Name(s): General Fund

Coding:

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 1293

68th Legislature
2023 Regular Session

Passed by the House April 14, 2023
Yeas 95 Nays 1

Speaker of the House of Representatives

Passed by the Senate April 11, 2023
Yeas 49 Nays 0

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1293** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

Secretary of State
State of Washington

ENGROSSED SUBSTITUTE HOUSE BILL 1293

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington 68th Legislature 2023 Regular Session

By House Housing (originally sponsored by Representatives Klicker, Leavitt, Barkis, Jacobsen, Waters, Chapman, Reed, and Graham)

READ FIRST TIME 02/09/23.

AN ACT Relating to streamlining development regulations; amending RCW 36.70B.160; and adding a new section to chapter 36.70A RCW.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. **Sec. 1.** A new section is added to chapter 36.70A RCW to read as follows:

(1) For purposes of this section, "design review" means a formally adopted local government process by which projects are reviewed for compliance with design standards for the type of use adopted through local ordinance.

(2) Except as provided in subsection (3) of this section, counties and cities planning under RCW 36.70A.040 may apply in any design review process only clear and objective development regulations governing the exterior design of new development. For purposes of this section, a clear and objective development regulation:

(a) Must include one or more ascertainable guideline, standard, or criterion by which an applicant can determine whether a given building design is permissible under that development regulation; and

(b) May not result in a reduction in density, height, bulk, or scale below the generally applicable development regulations for a development proposal in the applicable zone.

(3) The provisions of subsection (2) of this section do not apply to development regulations that apply only to designated landmarks or historic districts established under a local preservation ordinance.

(4) Any design review process must be conducted concurrently, or otherwise logically integrated, with the consolidated review and decision process for project permits set forth in RCW 36.70B.120(3), and no design review process may include more than one public meeting.

(5) A county or city must comply with the requirements of this section beginning six months after its next periodic comprehensive plan update required under RCW 36.70A.130.

Sec. 2. RCW 36.70B.160 and 1995 c 347 s 420 are each amended to read as follows:

(1) Each local government is encouraged to adopt further project review provisions to provide prompt, coordinated, and objective review and ensure accountability to applicants and the public, including expedited review for project permit applications for projects that are consistent with adopted development regulations or that include dwelling units that are affordable to low-income or moderate-income households and within the capacity of systemwide infrastructure improvements.

(2) Nothing in this chapter is intended or shall be construed to prevent a local government from requiring a preapplication conference or a public meeting by rule, ordinance, or resolution, where otherwise required by applicable state law.

(3) Each local government shall adopt procedures to monitor and enforce permit decisions and conditions.

(4) Nothing in this chapter modifies any independent statutory authority for a government agency to appeal a project permit issued by a local government.

(5) For the purposes of this section:

(a) A dwelling unit is affordable if it requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the family's income.

(b) "Dwelling unit" means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation, and that is sold or rented separately from other dwelling units.

(c) "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is less than 80 percent of the median family income, adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development, or less than 80 percent of the city's median income if the project is located in the city, the city has median income of more than 20 percent above the county median income, and the city has adopted an alternative local median income.

(d) "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 120 percent of the median household income, adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development, or less than 120 percent of the city's median income if the project is located in the city, the city has median income of more than 20 percent above the county median income, and the city has adopted an alternative local median income.

--- END ---

CERTIFICATION OF ENROLLMENT

SECOND SUBSTITUTE SENATE BILL 5290

68th Legislature
2023 Regular Session

Passed by the Senate April 17, 2023
Yeas 47 Nays 0

President of the Senate

Passed by the House April 10, 2023
Yeas 98 Nays 0

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SECOND SUBSTITUTE SENATE BILL 5290** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

Secretary of State
State of Washington

SECOND SUBSTITUTE SENATE BILL 5290

AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

State of Washington 68th Legislature 2023 Regular Session

By Senate Ways & Means (originally sponsored by Senators Mullet, Kuderer, Fortunato, Liias, Nobles, Saldaña, and C. Wilson; by request of Office of the Governor)

READ FIRST TIME 02/24/23.

AN ACT Relating to consolidating local permit review processes; amending RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160; reenacting and amending RCW 36.70B.110; adding new sections to chapter 36.70B RCW; creating new sections; and providing an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. RCW 36.70B.140 and 1995 c 347 s 418 are each amended to read as follows:

(1) A local government by ordinance or resolution may exclude the following project permits from the provisions of RCW 36.70B.060 through 36.70B.090 and 36.70B.110 through 36.70B.130: Landmark designations, street vacations, or other approvals relating to the use of public areas or facilities, or other project permits, whether administrative or quasi-judicial, that the local government by ordinance or resolution has determined present special circumstances that warrant a review process or time periods for approval which are different from that provided in RCW 36.70B.060 through 36.70B.090 and 36.70B.110 through 36.70B.130.

(2) A local government by ordinance or resolution also may exclude the following project permits from the provisions of RCW 36.70B.060 and 36.70B.110 through 36.70B.130: Lot line or boundary

adjustments and building and other construction permits, or similar administrative approvals, categorically exempt from environmental review under chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.

(3) A local government must exclude project permits for interior alterations from site plan review, provided that the interior alterations do not result in the following:

(a) Additional sleeping quarters or bedrooms;

(b) Nonconformity with federal emergency management agency substantial improvement thresholds; or

(c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

(4) Nothing in this section exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes.

(5) For purposes of this section, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.

NEW SECTION. **Sec. 2.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of funds appropriated for this specific purpose, the department of commerce must establish a consolidated permit review grant program. The department may award grants to any local government that provides, by ordinance, resolution, or other action, a commitment to the following building permit review consolidation requirements:

(a) Issuing final decisions on residential permit applications within 45 business days or 90 calendar days.

(i) To achieve permit review within the stated time periods, a local government must provide consolidated review for building permit applications. This may include an initial technical peer review of the application for conformity with the requirements of RCW 36.70B.070 by all departments, divisions, and sections of the local government with jurisdiction over the project.

(ii) A local government may contract with a third-party business to conduct the consolidated permit review or as additional inspection

staff. Any funds expended for such a contract may be eligible for reimbursement under this act.

(iii) Local governments are authorized to use grant funds to contract outside assistance to audit their development regulations to identify and correct barriers to housing development.

(b) Establishing an application fee structure that would allow the jurisdiction to continue providing consolidated permit review within 45 business days or 90 calendar days.

(i) A local government may consult with local building associations to develop a reasonable fee system.

(ii) A local government must determine, no later than July 1, 2024, the specific fee structure needed to provide permit review within the time periods specified in this subsection (1)(b).

(2) A jurisdiction that is awarded a grant under this section must provide a quarterly report to the department of commerce. The report must include the average and maximum time for permit review during the jurisdiction's participation in the grant program.

(3) If a jurisdiction is unable to successfully meet the terms and conditions of the grant, the jurisdiction must enter a 90-day probationary period. If the jurisdiction is not able to meet the requirements of this section by the end of the probationary period, the jurisdiction is no longer eligible to receive grants under this section.

(4) For the purposes of this section, "residential permit" means a permit issued by a city or county that satisfies the conditions of RCW 19.27.015(5) and is within the scope of the international residential code, as adopted in accordance with chapter 19.27 RCW.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of funds appropriated for this specific purpose, the department of commerce must establish a grant program for local governments to update their permit review process from paper filing systems to software systems capable of processing digital permit applications, virtual inspections, electronic review, and with capacity for video storage.

(2) The department of commerce may only provide a grant under this section to a city if the city allows for the development of at least two units per lot on all lots zoned predominantly for residential use within its jurisdiction.

NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of amounts appropriated for this specific purpose, the department of commerce must convene a digital permitting process work group to examine potential license and permitting software for local governments to encourage streamlined and efficient permit review.

(2) The department of commerce, in consultation with the association of Washington cities and Washington state association of counties, shall appoint members to the work group representing groups including but not limited to:

(a) Cities and counties;

(b) Building industries; and

(c) Building officials.

(3) The department of commerce must convene the first meeting of the work group by August 1, 2023. The department must submit a final report to the governor and the appropriate committees of the legislature by August 1, 2024. The final report must:

(a) Evaluate the existing need for digital permitting systems, including impacts on existing digital permitting systems that are already in place;

(b) Review barriers preventing local jurisdictions from accessing or adopting digital permitting systems;

(c) Evaluate the benefits and costs associated with a statewide permitting software system; and

(d) Provide budgetary, administrative policy, and legislative recommendations to increase the adoption of or establish a statewide system of digital permit review.

Sec. 5. RCW 36.70B.020 and 1995 c 347 s 402 are each amended to read as follows:

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

(2) "Local government" means a county, city, or town.

(3) "Open record hearing" means a hearing, conducted by a single hearing body or officer authorized by the local government to conduct such hearings, that creates the local government's record through testimony and submission of evidence and information, under procedures prescribed by the local government by ordinance or resolution. An open record hearing may be held prior to a local government's decision on a project permit to be known as an "open record predecision hearing." An open record hearing may be held on an appeal, to be known as an "open record appeal hearing," if no open record predecision hearing has been held on the project permit.

(4) "Project permit" or "project permit application" means any land use or environmental permit or license required from a local government for a project action, including but not limited to ((~~building permits,~~)) subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones ((~~authorized by a comprehensive plan or subarea plan~~)) which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

(5) "Public meeting" means an informal meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the local government's decision. A public meeting may include, but is not limited to, a design review or architectural control board meeting, a special review district or community council meeting, or a scoping meeting on a draft environmental impact statement. A public meeting does not include an open record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the local government's project permit application file.

Sec. 6. RCW 36.70B.070 and 1995 c 347 s 408 are each amended to read as follows:

(1)(a) Within ((~~twenty-eight~~)) 28 days after receiving a project permit application, a local government planning pursuant to RCW 36.70A.040 shall ((~~mail or~~)) provide ((~~in person~~)) a written determination to the applicant((~~, stating~~)).

(b) The written determination must state either:

((~~(a)~~)) (i) That the application is complete; or

((~~(b)~~)) (ii) That the application is incomplete and that the procedural submission requirements of the local government have not been met. The determination shall outline what is necessary to make the application procedurally complete.

(c) The number of days shall be calculated by counting every calendar day.

(d) To the extent known by the local government, the local government shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.

(2) A project permit application is complete for purposes of this section when it meets the procedural submission requirements of the local government ((~~and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently~~)), as outlined on the project permit application. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the local government. The determination of completeness shall not preclude the local government from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur. However, if the procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.

(3) The determination of completeness may include or be combined with the following ((~~as optional information~~)):

(a) A preliminary determination of those development regulations that will be used for project mitigation;

(b) A preliminary determination of consistency, as provided under RCW 36.70B.040; ((~~or~~))

(c) Other information the local government chooses to include; or

(d) The notice of application pursuant to the requirements in RCW 36.70B.110.

(4)(a) An application shall be deemed procedurally complete on the 29th day after receiving a project permit application under this section if the local government does not provide a written determination to the applicant that the application is procedurally incomplete as provided in subsection (1)(b)(ii) of this section. When

the local government does not provide a written determination, they may still seek additional information or studies as provided for in subsection (2) of this section.

(b) Within ((~~fourteen~~)) 14 days after an applicant has submitted to a local government additional information identified by the local government as being necessary for a complete application, the local government shall notify the applicant whether the application is complete or what additional information is necessary.

(c) The notice of application shall be provided within 14 days after the determination of completeness pursuant to RCW 36.70B.110.

Sec. 7. RCW 36.70B.080 and 2004 c 191 s 2 are each amended to read as follows:

(1)(a) Development regulations adopted pursuant to RCW 36.70A.040 must establish and implement time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application meets the requirements of those development regulations. The time periods for local government actions for each type of complete project permit application or project type should not exceed ((~~one hundred twenty days, unless the local government makes written findings that a specified amount of additional time is needed to process specific complete project permit applications or project types~~)) those specified in this section.

((~~The~~)) (b) For project permits submitted after January 1, 2025, the development regulations must, for each type of permit application, specify the contents of a completed project permit application necessary for the complete compliance with the time periods and procedures.

((~~(2)~~)) (c) A jurisdiction may exclude certain permit types and timelines for processing project permit applications as provided for in RCW 36.70B.140.

(d) The time periods for local government action to issue a final decision for each type of complete project permit application or project type subject to this chapter should not exceed the following time periods unless modified by the local government pursuant to this section or RCW 36.70B.140:

(i) For project permits which do not require public notice under RCW 36.70B.110, a local government must issue a final decision within 65 days of the determination of completeness under RCW 36.70B.070;

(ii) For project permits which require public notice under RCW 36.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070; and

(iii) For project permits which require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a final decision within 170 days of the determination of completeness under RCW 36.70B.070.

(e) A jurisdiction may modify the provisions in (d) of this subsection to add permit types not identified, change the permit names or types in each category, address how consolidated review time periods may be different than permits submitted individually, and provide for how projects of a certain size or type may be differentiated, including by differentiating between residential and nonresidential permits. Unless otherwise provided for the consolidated review of more than one permit, the time period for a final decision shall be the longest of the permit time periods identified in (d) of this subsection or as amended by a local government.

(f) If a local government does not adopt an ordinance or resolution modifying the provisions in (d) of this subsection, the time periods in (d) of this subsection apply.

(g) The number of days an application is in review with the county or city shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

(i) Any period between the day that the county or city has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant;

(ii) Any period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the local government, in writing, that they would like to resume the application. A local government may set conditions for the temporary suspension of a permit application; and

(iii) Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.

(h) The time periods for a local government to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use, as required by the local government under RCW 36.70B.070.

(i) If, at any time, an applicant informs the local government, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the county or city has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for local government action to issue a final decision for each type of project permit that is subject to this chapter. Any written notice from the local government to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this subsection, "nonresponsiveness" means that an applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant's ability or willingness to provide the additional information.

(j) Annual amendments to the comprehensive plan are not subject to the requirements of this section.

(k) A county's or city's adoption of a resolution or ordinance to implement this subsection shall not be subject to appeal under chapter 36.70A RCW unless the resolution or ordinance modifies the time periods provided in (d) of this subsection by providing for a review period of more than 170 days for any project permit.

(l)(i) When permit time periods provided for in (d) of this subsection, as may be amended by a local government, and as may be extended as provided for in (i) of this subsection, are not met, a portion of the permit fee must be refunded to the applicant as provided in this subsection. A local government may provide for the collection of only 80 percent of a permit fee initially, and for the collection of the remaining balance if the permitting time periods are met. The portion of the fee refunded for missing time periods shall be:

(A) 10 percent if the final decision of the project permit application was made after the applicable deadline but the period from the passage of the deadline to the time of issuance of the final decision did not exceed 20 percent of the original time period; or

(B) 20 percent if the period from the passage of the deadline to the time of the issuance of the final decision exceeded 20 percent of the original time period.

(ii) Except as provided in RCW 36.70B.160, the provisions in subsection (1)(i) of this section are not applicable to cities and counties which have implemented at least three of the options in RCW 36.70B.160(1) (a) through (j) at the time an application is deemed procedurally complete.

(2)(a) Counties subject to the requirements of RCW 36.70A.215 and the cities within those counties that have populations of at least ((~~twenty thousand~~)) 20,000 must, for each type of permit application, identify the total number of project permit applications for which decisions are issued according to the provisions of this chapter. For each type of project permit application identified, these counties and cities must establish and implement a deadline for issuing a notice of final decision as required by subsection (1) of this section and minimum requirements for applications to be deemed complete under RCW 36.70B.070 as required by subsection (1) of this section.

(b) Counties and cities subject to the requirements of this subsection also must prepare an annual performance report((~~s~~)) that ((~~include, at a minimum, the following information for each type of project permit application identified in accordance with the requirements of (a) of this subsection:~~

~~(i) Total number of complete applications received during the year;~~

~~(ii) Number of complete applications received during the year for which a notice of final decision was issued before the deadline established under this subsection;~~

~~(iii) Number of applications received during the year for which a notice of final decision was issued after the deadline established under this subsection;~~

~~(iv) Number of applications received during the year for which an extension of time was mutually agreed upon by the applicant and the county or city;~~

~~(v) Variance of actual performance, excluding applications for which mutually agreed time extensions have occurred, to the deadline established under this subsection during the year; and~~

~~(vi) The mean processing time and the number standard deviation from the mean.~~

~~(c) Counties and cities subject to the requirements of this subsection must:~~

~~(i) Provide notice of and access to the annual performance reports through the county's or city's website; and~~

~~(ii) Post electronic facsimiles of the annual performance reports through the county's or city's website. Postings on a county's or city's website indicating that the reports are available by contacting the appropriate county or city department or official do not comply with the requirements of this subsection.~~

~~If a county or city subject to the requirements of this subsection does not maintain a website, notice of the reports must be given by reasonable methods, including but not limited to those methods specified in RCW 36.70B.110(4).~~

~~(3)~~)) includes information outlining time periods for certain permit types associated with housing. The report must provide:

(i) Permit time periods for certain permit processes in the county or city in relation to those established under this section, including whether the county or city has established shorter time periods than those provided in this section;

(ii) The total number of decisions issued during the year for the following permit types: Preliminary subdivisions, final subdivisions, binding site plans, permit processes associated with the approval of multifamily housing, and construction plan review for each of these permit types when submitted separately;

(iii) The total number of decisions for each permit type which included consolidated project permit review, such as concurrent review of a rezone or construction plans;

(iv) The average number of days from a submittal to a decision being issued for the project permit types listed in subsection (2)(a)(ii) of this section. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a decision is issued on the application. The number of days shall be calculated by counting every calendar day;

(v) The total number of days each project permit application of a type listed in subsection (2)(a)(ii) of this section was in review

with the county or city. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the application. The number of days shall be calculated by counting every calendar day. The days the application is in review with the county or city does not include the time periods in subsection (1)(g)(i)-(iii) of this section;

(vi) The total number of days that were excluded from the time period calculation under subsection (1)(g)(i)-(iii) of this section for each project permit application of a type listed in subsection (2)(a)(ii) of this section.

(c) Counties and cities subject to the requirements of this subsection must:

(i) Post the annual performance report through the county's or city's website; and

(ii) Submit the annual performance report to the department of commerce by March 1st each year.

(d) No later than July 1st each year, the department of commerce shall publish a report which includes the annual performance report data for each county and city subject to the requirements of this subsection and a list of those counties and cities whose time periods are shorter than those provided for in this section.

The annual report must also include key metrics and findings from the information collected.

(e) The initial annual report required under this subsection must be submitted to the department of commerce by March 1, 2025, and must include information from permitting in 2024.

(3) Nothing in this section prohibits a county or city from extending a deadline for issuing a decision for a specific project permit application for any reasonable period of time mutually agreed upon by the applicant and the local government.

((~~(4) The department of community, trade, and economic development shall work with the counties and cities to review the potential implementation costs of the requirements of subsection (2) of this section. The department, in cooperation with the local governments, shall prepare a report summarizing the projected costs, together with recommendations for state funding assistance for implementation costs, and provide the report to the governor and appropriate committees of the senate and house of representatives by January 1, 2005.~~))

Sec. 8. RCW 36.70B.160 and 1995 c 347 s 420 are each amended to read as follows:

(1) Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public((~~, including expedited review for project permit applications for projects that are consistent with adopted development regulations and within the capacity of systemwide infrastructure improvements~~)) by:

(a) Expediting review for project permit applications for projects that are consistent with adopted development regulations;

(b) Imposing reasonable fees, consistent with RCW 82.02.020, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law;

(c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources;

(d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;

(e) Having new positions budgeted that are contingent on increased permit revenue;

(f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute;

(g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal;

(h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;

(i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or

(j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit

review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections.

(2)(a) After January 1, 2026, a county or city must adopt additional measures under subsection (1) of this section at the time of its next comprehensive plan update under RCW 36.70A.130 if it meets the following conditions:

(i) The county or city has adopted at least three project review and code provisions under subsection (1) of this section more than five years prior; and

(ii) The county or city is not meeting the permitting deadlines established in RCW 36.70B.080 at least half of the time over the period since its most recent comprehensive plan update under RCW 36.70A.130.

(b) A city or county that is required to adopt new measures under (a) of this subsection but fails to do so becomes subject to the provisions of RCW 36.70B.080(1)(l), notwithstanding RCW 36.70B.080(1)(l)(ii).

((~~(2)~~)) (3) Nothing in this chapter is intended or shall be construed to prevent a local government from requiring a preapplication conference or a public meeting by rule, ordinance, or resolution.

((~~(3)~~)) (4) Each local government shall adopt procedures to monitor and enforce permit decisions and conditions.

((~~(4)~~)) (5) Nothing in this chapter modifies any independent statutory authority for a government agency to appeal a project permit issued by a local government.

NEW SECTION. **Sec. 9.** A new section is added to chapter 36.70B RCW to read as follows:

(1) The department of commerce shall develop and provide technical assistance and guidance to counties and cities in setting fee structures under RCW 36.70B.160(1) to ensure that the fees are reasonable and sufficient to recover true costs. The guidance must include information on how to utilize growth factors or other measures to reflect cost increases over time.

(2) When providing technical assistance under subsection (1) of this section, the department of commerce must prioritize local

governments that have implemented at least three of the options in RCW 36.70B.160(1).

Sec. 10. RCW 36.70B.110 and 1997 c 429 s 48 and 1997 c 396 s 1 are each reenacted and amended to read as follows:

(1) Not later than April 1, 1996, a local government planning under RCW 36.70A.040 shall provide a notice of application to the public and the departments and agencies with jurisdiction as provided in this section. If a local government has made a threshold determination under chapter 43.21C RCW concurrently with the notice of application, the notice of application may be combined with the threshold determination and the scoping notice for a determination of significance. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application. Nothing in this section or this chapter prevents a lead agency, when it is a project proponent or is funding a project, from conducting its review under chapter 43.21C RCW or from allowing appeals of procedural determinations prior to submitting a project permit ((~~application~~)).

(2) The notice of application shall be provided within ((~~fourteen~~)) 14 days after the determination of completeness as provided in RCW 36.70B.070 and, except as limited by the provisions of subsection (4)(b) of this section, ((~~shall~~)) must include the following in whatever sequence or format the local government deems appropriate:

(a) The date of application, the date of the notice of completion for the application, and the date of the notice of application;

(b) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070 ((~~or 36.70B.090~~));

(c) The identification of other permits not included in the application to the extent known by the local government;

(d) The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing the notice of application, such as a city land use bulletin, the location where the application and any studies can be reviewed;

(e) A statement of the public comment period, which shall be not less than fourteen nor more than thirty days following the date of notice of application, and statements of the right of any person to

comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. A local government may accept public comments at any time prior to the closing of the record of an open record predecision hearing, if any, or, if no open record predecision hearing is provided, prior to the decision on the project permit;

(f) The date, time, place, and type of hearing, if applicable and scheduled at the date of notice of the application;

(g) A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in RCW 36.70B.030(2) and 36.70B.040; and

(h) Any other information determined appropriate by the local government.

(3) If an open record predecision hearing is required for the requested project permits, the notice of application shall be provided at least fifteen days prior to the open record hearing.

(4) A local government shall use reasonable methods to give the notice of application to the public and agencies with jurisdiction and may use its existing notice procedures. A local government may use different types of notice for different categories of project permits or types of project actions. If a local government by resolution or ordinance does not specify its method of public notice, the local government shall use the methods provided for in (a) and (b) of this subsection. Examples of reasonable methods to inform the public are:

(a) Posting the property for site-specific proposals;

(b) Publishing notice, including at least the project location, description, type of permit(s) required, comment period dates, and location where the notice of application required by subsection (2) of this section and the complete application may be reviewed, in the newspaper of general circulation in the general area where the proposal is located or in a local land use newsletter published by the local government;

(c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;

(d) Notifying the news media;

(e) Placing notices in appropriate regional or neighborhood newspapers or trade journals;

(f) Publishing notice in agency newsletters or sending notice to agency mailing lists, either general lists or lists for specific proposals or subject areas; and

(g) Mailing to neighboring property owners.

(5) A notice of application shall not be required for project permits that are categorically exempt under chapter 43.21C RCW, unless an open record predecision hearing is required or an open record appeal hearing is allowed on the project permit decision.

(6) A local government shall integrate the permit procedures in this section with ((~~its~~)) environmental review under chapter 43.21C RCW as follows:

(a) Except for a threshold determination and except as otherwise expressly allowed in this section, the local government may not issue a decision or a recommendation on a project permit until the expiration of the public comment period on the notice of application.

(b) If an open record predecision hearing is required, the local government shall issue its threshold determination at least fifteen days prior to the open record predecision hearing.

(c) Comments shall be as specific as possible.

(d) A local government is not required to provide for administrative appeals of its threshold determination. If provided, an administrative appeal ((~~shall~~)) must be filed within fourteen days after notice that the determination has been made and is appealable. Except as otherwise expressly provided in this section, the appeal hearing on a threshold determination ((~~of nonsignificance shall~~)) must be consolidated with any open record hearing on the project permit.

(7) At the request of the applicant, a local government may combine any hearing on a project permit with any hearing that may be held by another local, state, regional, federal, or other agency, if:

(a) The hearing is held within the geographic boundary of the local government; and

(b) ((~~The joint hearing can be held within the time periods specified in RCW 36.70B.090 or the~~)) The applicant agrees to the schedule in the event that additional time is needed in order to combine the hearings. All agencies of the state of Washington, including municipal corporations and counties participating in a combined hearing, are hereby authorized to issue joint hearing notices and develop a joint format, select a mutually acceptable hearing body or officer, and take such other actions as may be

necessary to hold joint hearings consistent with each of their respective statutory obligations.

(8) All state and local agencies shall cooperate to the fullest extent possible with the local government in holding a joint hearing if requested to do so, as long as:

(a) The agency is not expressly prohibited by statute from doing so;

(b) Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule; and

(c) The agency has received the necessary information about the proposed project from the applicant to hold its hearing at the same time as the local government hearing.

(9) A local government is not required to provide for administrative appeals. If provided, an administrative appeal of the project decision and of any environmental determination issued at the same time as the project decision, shall be filed within fourteen days after the notice of the decision or after other notice that the decision has been made and is appealable. The local government shall extend the appeal period for an additional seven days, if state or local rules adopted pursuant to chapter 43.21C RCW allow public comment on a determination of nonsignificance issued as part of the appealable project permit decision.

(10) The applicant for a project permit is deemed to be a participant in any comment period, open record hearing, or closed record appeal.

(11) Each local government planning under RCW 36.70A.040 shall adopt procedures for administrative interpretation of its development regulations.

NEW SECTION. **Sec. 11.** The department of commerce shall develop a template for counties and cities subject to the requirements in RCW 36.70B.080, which will be utilized for reporting data.

NEW SECTION. **Sec. 12.** The department of commerce shall develop a plan to provide local governments with appropriately trained staff to provide temporary support or hard to find expertise for timely processing of residential housing permit applications. The plan shall include consideration of how local governments can be provided with staff that have experience with providing substitute staff support or

that possess expertise in permitting policies and regulations in the local government's geographic area or with jurisdictions of the local government's size or population. The plan and a proposal for implementation shall be presented to the legislature by December 1, 2023.

NEW SECTION. **Sec. 13.** Section 7 of this act takes effect January 1, 2025.

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CITY OF BAINBRIDGE ISLAND

Task Force Formation Request Form

REQUEST DATE: 12/12/2023

REQUESTED BY: Staff

PROCEDURAL AUTHORITY/GOVERNANCE MANUAL REFERENCE(S):

NAME OF PROPOSED COMMITTEE: Design Review and Permitting Task Force

PURPOSE/SCOPE OF WORK: See the attached.

SPECIAL TASK DELIVERABLES (RECOMMENDATIONS,): Recommendations to the City Council

LINK TO CITY COUNCIL/DEPT. WORK PLAN: Planning and Permitting Process Improvement; Compliance with State legislation

REPORTS TO: CITY COUNCIL ■ CITY MANAGER ☐ SUNSET DATE: 12/31/2024

PUBLIC PARTICIPATION/EDUCATION REQUIRED: YES ■ NO ☐

STAFF SUPPORT REQUIRED: YES ■ NO ☐

FORM OF STAFF SUPPORT NEEDED: Staff will develop road map to compliance, coordinate task force meetings, present information, provide and review task force recommendations. Develop and present final recommendations for timely compliance to Council for final review and adoption.

CITY MANAGER'S COMMENTS:

MEMBERS:		
	Design Review Board (2) Planning Commission (2)	Building/Dev Representatives (2) Member at large (1)

PROPOSED MOTION: I move to create a design review and permitting task force to be appointed by the City Council. The task force will be comprised of the following membership – two members from the Design Review Board, two members of the Planning Commission, two representatives from the local building and development industry, and one member at-large.

DATE ACTION TAKEN:

CITY OF
BAINBRIDGE ISLAND

Design and Permitting Task Force

SCOPE OF WORK

The Task Force will be comprised of up to seven members. The scope of work will include:

- Review and document the requirements for permit review time frames and new standards for design review requirements. Identify where and how current City processes differ from the new requirements as established by SB 5290 and HB 1293.
- Task force development of recommendations for timely compliance with the requirements of Senate Bill 5290.
- Task force development of recommendations for timely compliance with the requirements of House Bill 1293.
- Review existing code and suggest revisions to ensure that building plans maintain architectural design features as approved during the design review process.
- Review staff drafts of revisions to the Bainbridge Island Municipal Code, Planning Administrative Manual, and relevant procedures and provide feedback.
- For members of the Design Review Board and the Planning Commission – report back to the standing advisory bodies to keep all members informed.
- Work with staff to prepare one intermediate progress report for the Council.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:50 PM) Review Comprehensive Plan Goals and Policies Related to "Hotels" as a Land Use in Winslow- Planning,

SUMMARY: Earlier this fall, the City Council raised the topic of hotels in the downtown Winslow zoning districts. Hotels are allowed in the High School Road zone but are no longer permitted in the downtown Winslow zoning districts. The purpose of this agenda item is to review the history of permitting hotels in downtown Winslow; to review how hotels are or are not consistent with Comprehensive Plan goals and policies; and, to discuss opportunities for future action regarding the hotel accommodations in the downtown Winslow zoning districts.

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

RECOMMENDED MOTION: I move to direct staff to develop an ordinance, with consideration to the current periodic updates of the Comprehensive Plan and Winslow Subarea Plan, that is reviewed by the Planning Commission for recommendations on updated code for hotels that 1) permits hotels in additional Winslow area mixed use zoning districts, and 2) adds new "Use Specific Standards" for hotels, considering issues such as outdoor noise or size.

COMMUNITY ENGAGEMENT AND OUTREACH: None

FISCAL IMPACT:

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

BACKGROUND: Hotels are currently not allowed in downtown Winslow as a result of actions taken by the City Council approximately three years ago. Specifically, on April 13, 2021, the City Council approved Ordinance No. 2021-03, changing the zoning code to prohibit hotels in the Central Core, Gateway, and Ferry Terminal districts all of which are informally considered “downtown” Winslow. Prior to approval of the ordinance, hotels had been allowed in those districts as a “Conditional Use.” In July of that same year, the City Council directed that the Planning Commission provide an initial advisory recommendation on whether hotels in the downtown Winslow area can be considered a consistent use relative to Comprehensive Plan goals and policies. In October 2021, the Planning Commission concluded that hotels in the downtown Winslow area can be considered consistent with the goals and policies of the Comprehensive Plan, provided there is a review and revision, if necessary, of

the definition of hotels and of hotel specific use and development standards, beyond the zoning dimensional standards.

There are relevant goals and policies that support hotels within the downtown Winslow area, both in the current Comprehensive Plan and the existing Winslow Subarea Plan.

In the Comprehensive Plan, Guiding Policy 8.3 states Grow and diversified and vibrant local economy. Land Use Element Goal 7 and Policy LU 7.1 describe the Winslow Mixed Use Districts as a place to live, shop, and work, and to encourage a lively community during the day and night. The Central Core district is identified as a place for services/products for residents and visitors alike.

Economic Element Goal 7 says the City should support diversifying businesses on the Island, in part reduce sales leakage and attract spending by visitors. Policies under Goal 7 indicate the City should support activities that attract visitors. Economic Element Goal 11 and it's policies are wholly focused on tourism, including Policy EC 11.4 Encourage multiple-day stays and participation in selected Island events and destinations by off-Island visitors.

In the current Winslow Subarea Plan (WSP), Land Use Goal 2-1 states that Winslow should be strengthened as a hub of commerce, culture, civic life and transportation through a variety of ways, included expansion of commerce to meet the needs of the community and visitors. Other WSP goals and policies describe how development standards and design guidelines should be used to ensure the built environment yields improved nonmotorized connections and "community character."

ATTACHMENTS:

Dec 12 Hotels Presentation to City Council_plc.pptx

FISCAL DETAILS:

Fund Name(s):

Coding:

e in Winslow:
e Plan

- "Hotel" means a building or group of buildings containing guest rooms, where, for compensation, lodging is provided for transient visitors. A hotel or motel may contain one or more restaurants. A hotel or motel is not a bed and breakfast lodging or inn as defined and regulated elsewhere in this code. Short-term rental (less than 30 days at a time) of a single-family residence does not constitute a hotel.

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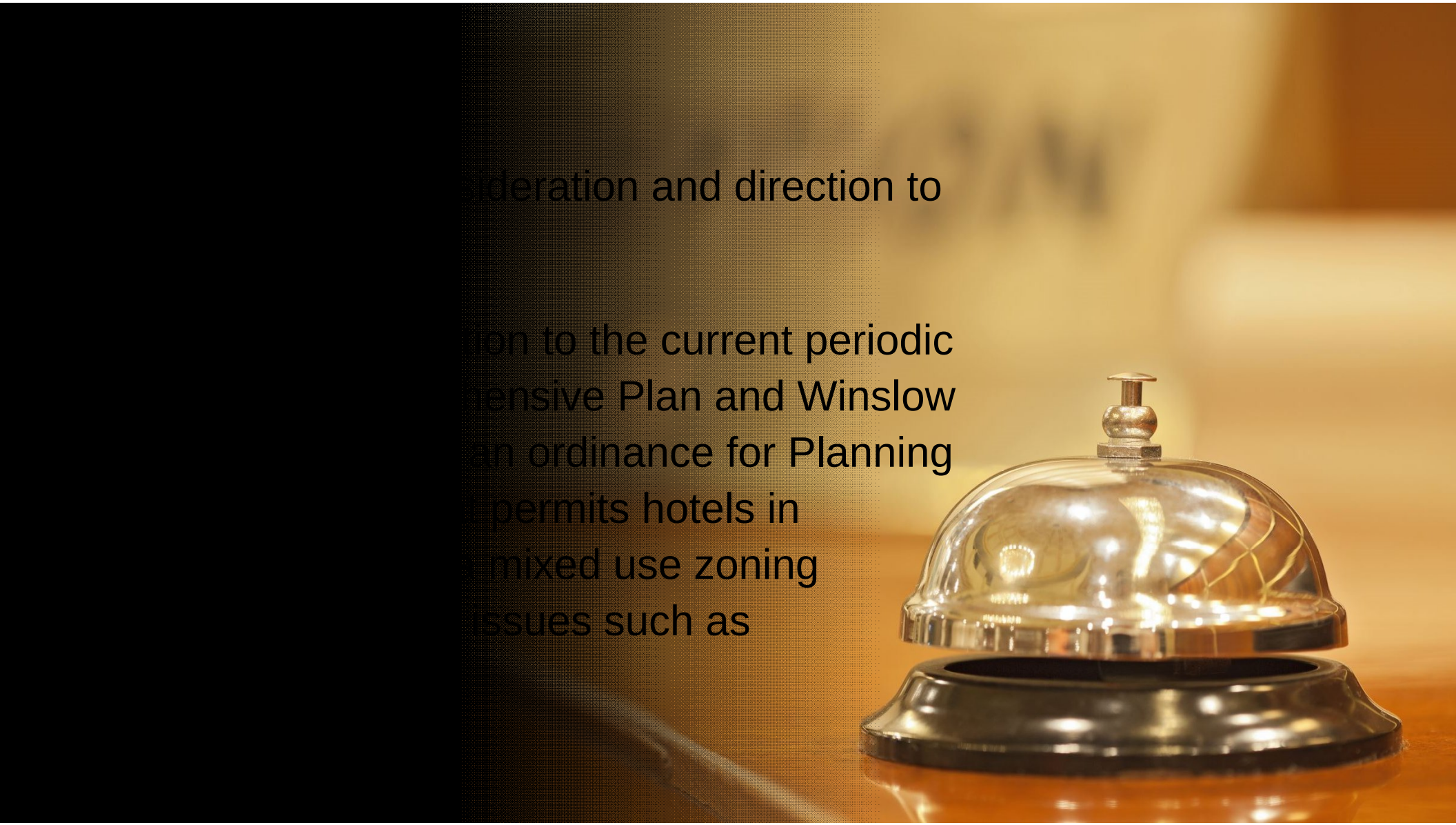
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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:05 PM) Consider Agreement for Farm Manager Services ($60,000) - Executive,

SUMMARY: The City of Bainbridge Island owns 60 acres of public farmland, 20 of which are leased to farmers through 10 separate long-term agreements. Since 2012, the public farmland, was leased to Friends of the Farms (Friends). Friends and the City are discussing terminating this lease at or near the end of 2023. In order to provide continuing management services to the farmers, staff proposes to approve the attached agreement with Brian Stahl.

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION: I move to direct the City Manager to execute a Farm Manager agreement with Brian Stahl for $60,000 for 2024, substantially in the form attached.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

Amount:	$60,000
Ongoing Cost:	
One-Time Cost:	$60,000
Included in Current Budget?	No

BACKGROUND: The City of Bainbridge Island owns approximately 60 acres of farmland in seven parcels across the Island. Based upon the 2006 report by the American Farmland Trust with Cascade Harvest Coalition, these fee ownership properties were acquired to stop the loss of productive farmland and to promote healthy farming practices. These properties have been managed on behalf of the City by a non-profit organization, Friends of the Farms, pursuant to a Master Lease and Management Agreement approved in 2011. The Lease expires on January 1, 2042. Recently, Friends and the City have discussed terminating the Lease at or near the end of 2023.

There are currently 10 leases for agricultural use of certain portions of three different farmland parcels, Suyematsu Farm, Morales Farm and Johnson Farm. In order to continue to provide management and coordination of use of this City-owned property, staff has sought a Farm Manager.

The Farm Manager's scope of work will include:

a. Recruiting and selecting leasehold Farmers, as needed.

b. Negotiating leases with leasehold Farmers, as needed.

c. Coordinating resources for the leasehold Farmers and resolving any disputes that may arise between the leasehold farmers.

d. Developing an overall Farm Management Plan for managing the farmland under cultivation, which Farm Management Plan shall be developed according to best management practices. Provide Farm Management Plan to the City of Bainbridge Island Executive Department

e. Ensuring that each Farmer has an appropriate Farm Management Plan.

f. Monitoring conformance to the Farm Management Plans.

g. Monitoring performance, goals, policies, practices and Farm Management Plans and reporting annually to the City.

h. Working with the City towards the implementation of Capital Projects (e.g., irrigation systems, fencing, roads) via recommendations for capital improvement maintenance, replacement, and new facilities.

Brian Stahl is uniquely qualified to serve in the capacity of Farmlands Manager. He comes from an agricultural background and is an active farmer and owner of the historic Winney Farm. He is a graduated of the University of Wisconsin with a degree in Agri-business. He is currently employed by the Kitsap Conservation District. He provides ongoing technical assistance and education to farmers on Bainbridge Island. He wrote many of the farm plans currently being used by the city's tenant farmers.

ATTACHMENTS:

PSA Farm Manager - City of Bainbridge Island Brian Stahl for CC 12122023

FISCAL DETAILS: A total of $60,000.

If approved, funding will be added through a 2024 budget amendment ordinance.

Fund Name(s): General Fund

Coding:

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and Brian Stahl, an independent consultant.

WHEREAS, the City needs professional services in connection with management of farmers and farming infrastructure on City-owned public farmland; and

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

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

1. SERVICES BY CONSULTANT

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

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2024, unless sooner terminated by either party as provided below.

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

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**, but not more than a total of sixty thousand dollars in 2024 ($60,000). The hourly rate shall be $57.00 in 2024.

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

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

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

4. INSPECTION AND AUDIT

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

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

7. OWNERSHIP OF WORK PRODUCT

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

8. GENERAL ADMINISTRATION AND MANAGEMENT

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

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

12. EXTENT OF AGREEMENT/MODIFICATION

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

13. SEVERABILITY

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

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

14. FAIR MEANING

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

15. NONWAIVER

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

16. NOTICES

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

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
To the Consultant:	Brian Stahl 5129 McDonald Ave Bainbridge Island, WA 98110

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

17. SURVIVAL

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

18. GOVERNING LAW

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

19. VENUE

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

20. COUNTERPARTS

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

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

CONSULTANT	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Blair King, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

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

ATTACHMENT B
SCOPE OF SERVICES

SCOPE OF WORK: MANAGEMENT AND LEASING

FARM MANAGER RESPONSIBJLITIES: The Farm Manager shall be responsible for overall coordination, communication, and management, of city owned lands used primarily for agricultural production. This is currently comprised of 10 leases encumbering 21 acres. (See Exhibit B). The Farm Manager's scope of work will include:

a. Recruiting and selecting leasehold Farmers, as needed (see below).
b. Negotiating leases with leasehold Farmers (see below).
c. Coordinating resources for the leasehold Farmers (see below) and resolving any disputes that may arise between the leasehold farmers.
d. Developing an overall Farm Management Plan for managing the farmland under cultivation, which Farm Management Plan shall be developed according to best management practices. Provide Farm Management Plan to the City of Bainbridge Island Executive Department
e. Ensure that each Farmer has an appropriate Farm Management Plan.
f. Monitoring conformance to the Farm Management Plans.
g. Monitor performance, goals, policies, practices and Farm Management Plans and report annually to the City.
h. Work with the City towards the implementation of Capital Projects (e.g., irrigation systems, fencing, roads) via recommendations for capital improvement maintenance, replacement, and new facilities.

Task One: Recruit and select leasehold Farmers
In conformance with the guidance below, lead recruitment and selection of leasehold farmers, if needed.

Task Two: Negotiate leases with new leasehold Farmers or for newly leased farmland
In conformance with the guidance below, prepare leases for the City of Bainbridge Island and potential new leasehold farmers, if needed.

Task Three: Tenant and property management
Coordinating resources for the leasehold Farmers to include use of common resources such as roads and water. Resolve any disputes that may arise between the leasehold farmers.

Hold two farm site committee meetings each year.

Task Four: Farm Management Plans
Develop and monitor an overall management plan for the cultivation of certain portions of the City-owned farmland.

Review, approve and monitor Farmers' farm management plans. Recommend corrective action, as needed.

Task Five: Reporting
Provide an annual written report to the City Council and City staff, as detailed below.

Task Six: Repair and Maintenance
Identify routine maintenance to irrigation system, fencing and shared farm infrastructure. Notify the City of maintenance needs. Serve as single point of contact between Farmers and City staff regarding requested repair and maintenance.

EXHIBIT A – Leases and Management Goals

TERMS OF LEASES: Leases granted to Farmers shall be in a form and contain terms approved by the City Manager and shall be consistent with the following:

a. Rental rates shall be set according to a schedule or formula approved by the City Manager. Rent for leasehold Farmers shall be calculated as the monthly fair rental value of the Premises as of the commencement of the lease term, and shall (i) include the cost of any use of Premises utilities, (ii) be determined by a formula based on a comparison of agricultural lease rates set by the USDA and local Kitsap County agricultural lease rates, and (iii) include a proportional share of the cost of maintaining and operating any common areas included in the Premises. This calculation will also recognize that certain costs of ownership, including the cost of some insurance and utilities may be paid directly by the Farmer and are therefore not costs for which reimbursement is required, that use of the Premises is restricted by the Lease in ways that reduce the fair rental value, and that Farmer will be providing certain benefits to the Bainbridge Island community including but not limited to preservation and enhancement of agricultural land quality (e.g. soil amendments and physical improvements) and protection of the environment.

b. On mutual agreement by the City and the Farm Manager, consideration may be given in exceptional circumstances on a case-by-case basis for a leasehold Farmer's rent rate to be calculated by an agreed percentage rate of gross income from crop yield. Under all circumstances such rent rates shall include at a minimum (i) the cost of any use of Premises utilities, and (ii) a proportional share of the cost of maintaining and operating any common areas included in the Premises.

c. The length of such leases will not extend past 2042 and shall be appropriate to the type of food crop and specific situation - e.g., vineyards and orchards require at least four to seven years before they produce fruit, whereas row crops begin yielding produce within one to two years.

d. Leases signed after January 1, 2024 shall be substantially the same as the leases signed before that date.

e. Farmers shall be responsible for the cost of on-going maintenance and leasehold improvements supporting their farming activities, beyond the City's existing infrastructure investments (e.g., clearing, deer fencing, installation of an irrigation system).

f. Rent and fees paid by leasehold Farmers shall be paid to the City of Bainbridge Island, and may contribute to necessary operational and management costs related to the public farmland.

SELECTION OF LESSEES: The Farm Manager will recommend leases for Farmers who are selected in an open competitive process with criteria approved by the City and which give preference based on the following factors:

- Previous experience with commercial farming.

- Compatibility with other uses and users of the Premises.

- Growing food crops.
- Agricultural diversity.
- Sustainability of practices.
- Submission of an Agriculture Business Plan demonstrating commercial viability.

The City will issue public notice of the application period for available leases, including the City website and other outreach. Notice to issued at least forty-five (45) days in advance of the close of the application period.

The City Manager may use management discretion to deviate from the above selection process to address and resolve unique and unknown circumstances.

COORDINATION OF SHARED RESOURCES: The Farm Manager will facilitate cooperation among Farmers in the development of the Premises and the use and maintenance of common resources (such as storage facilities and large equipment) and tasks (such as maintenance of fencing and farm materials).

RESPONSIBLE USE AND COMPLIANCE WITH LAW: The Farm Manager shall use, and ensure that Farmers and all other users of the Premises, use the Premises in a manner so as not to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner and in compliance with all applicable laws and regulations.

FARM SITE COMMITTEES: The Farm Manager shall establish and maintain a separate Farm Site Committee for each of the following areas of the Premises: 1) Day Road Farm (including Crawford property), 2) Morales Farm, and 3) Johnson Farm. For the areas to which they are assigned. each Farm Site Committee will have general property oversight responsibilities including: oversight of daily property management, allocation of farmland and farmland resources (such as water), an opportunity to be consulted by the Farm Manager about applicants for a lease on the applicable site, and determination of use of farmland infrastructure. Farm Site Committees will consist of each farmer operating in the farm area of the Farm Site Committee, and the Farm Manager. The Farm Manager will use operating policies for the Farm Site Committees, which policies shall be approved by the City, and which shall include a farmer business plan review, and a farmer tenant dispute resolution process.

REPORTS: By March 1 of each year, the Farm Manager will provide the City with an annual written report, which will include at least the following information:

a. Quantification of produce and products from designated leased properties.

b. Identification of farmer subleases by parcel, acreage utilized and lease rates.

c. Summary of financial management (calendar year basis) including but not limited to: expense by parcel and payee; income by parcel; operating revenues and

expenses of the management organization; grants sought/awarded, etc.

d. Recommendation(s) for farm related capital improvements, if any.

If requested by the City, such report shall be accompanied by an oral presentation to the City Council and other City representatives.

INSPECTION: Leases shall contain language that includes the following provision:

City may inspect any portion of the Premises except the interiors of residential structures. at any reasonable time, and in any reasonable manner, upon at least twenty-four (24) hours'·written or oral notice to the Farm Manager. In the event of emergency, the City may inspect any portion of the Premises except the interior of residential structures without notice, provided the City shall have made reasonable efforts to give advance notice to the Farm Manager.

OTHER SERVICES: The Farm Manager will make reasonable efforts to act as a service facilitator and clearinghouse for ideas for the City and farm property tenants, including:

- Assisting with transition planning for individual Farmers (e.g., training and mentoring new farmers and enabling retirement/exit of farmers no longer interested in farming).

- Permitting for value-added processing and on-site sales of farm products.

- Functioning as a business incubator and support resource for island farmers, including forging appropriate alliances with other organizations that have the resources to promote successful farm business development.

- Providing general business support to leasehold fanners, including identifying and finding ways to provide technical best practices training.

- Marketing and public relations (e.g., "Buy Local" campaign).

EXHIBIT B – Leases

Current Leases

Name	Location Parcel Number	Acreage	Lease Rate (acre/year)	Duration (years)
Laughing Crow Farm Betsey Wittick	Suyematsu– Bentryn 102502-1-063-2005	1.19	$334	25
Bainbridge Island Vineyard Betsey Wittick	Suyematsu– Bentryn 102502-1-063-2005	3.34	$334	25
Bainbridge Island Farms (now Suyematsu Farms) Karen Selvar	Suyematsu– Bentryn 102502-1-063-2005	6.82	$334	25
Butler Green Farms Brian MacWhorter	Suyematsu– Bentryn 102502-1-063-2005	2.54	$334	25
Butler Green Farms Brian MacWhorter	Morales Farm 102502-1-062-2006	1.7	$290	25
Perennial Vintners Mike Lempriere	Morales Farm 102502-1-062-2006	.4	$290	25
Perennial Vintners Mike Lempriere	Suyematsu– Bentryn 102502-1-063-2005	.59	$290	25
Peaceful Morning Farm John Chang	Morales Farm 102502-1-062-2006	.67	$290	25
Heyday Farm	Johnson Farm 282502-2-064-2002	1.6	$170	12
Vireo Farm Mark Taylor & Tracy Lang	Johnson Farm 282502-2-064-2002	1.28	$170	21
Total Acreage		20.13		

Prior Lease – terminated

Name	Location Parcel Number	Acreage	Lease Rate (acre/year)	Duration (years)
Paulson Farm TERMINATED Mike Paulson	Suyematsu– Bentryn 102502-1-063-2005	1.44	$334	24

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:10 PM) Consider Termination of the Master Lease with Friends of the Farms and Establish Intent to Develop a Successor Agreement - Executive,

SUMMARY: The City of Bainbridge Island owns approximately 60 acres of farmland in seven parcels across the Island. Based upon the 2006 report by the American Farmland Trust with Cascade Harvest Coalition, these fee ownership properties were acquired to stop the loss of productive farmland and to promote healthy farming practices. These properties are managed on behalf of the City by a non-profit organization, Friends of the Farms, pursuant to a Master Lease and Management Agreement. The Lease expires on January 1, 2042. The City and Friends of the Farms have in 2023 discussed terminating the Master Lease at or near the end of 2023.

This item requests Council direction regarding termination of the Master Lease, and authority for discussions to develop a successor agreement.

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION: I move to terminate the Master Lease, as amended, with Friends of the Farms and direct the City Manager to develop a successor agreement with Friends of the Farms for use of certain portions of the Johnson Farm, the Morales Farm and the M&E Property.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: In 2005, the City contracted with American Farmland Trust and Cascade Harvest Coalition to conduct an assessment of city-owned agricultural properties and develop recommendations on management activities in support of Island agriculture. The 2006 report that resulted from this engagement has served to guide the City's approach to managing its 60 acres of farmland. With regard to the management of the land, the report provided three recommendations:

5a: the City of Bainbridge Island should partner with the Bainbridge Island Metro Park and Recreation District (the District) for the management of any property for which production agriculture is not a primary purpose.

5b: The City of Bainbridge Island should partner with the Bainbridge Island Land Trust (BILT) to hold and monitor agricultural conservation easements on the six properties.

5c: The City of Bainbridge Island should partner with the Trust for Working Landscapes for the management of all properties for which production agriculture is a primary purpose.

The successor to the Trust for Working Landscapes was Friends of the Farms. In 2012, the City entered into a 30-year lease with Friends of the Farms to provide management for the City's leased farmlands. Friends of the Farms is responsible for managing the leases with tenant farmers and retains all lease revenue. It is staff's understanding that at the time the lease was executed, it was the City's expectation that no management fee would be required by Friends of the Farms. This is supported by a letter dated December 21, 2011, from a Friends of the Farms Board Member, which states: "Friends will receive no management funds from the city after 2012. There is no obligation for the city to pay Friends for management work." Friends of the Farms has stated with more experience working with the lease since 2012, they realize the notion that no management fee would be required was aspirational. From 2019 to 2023, Friends of the Farms requested and received payment from the City for its management services. The request for annual payment is in addition to and separate from other funding that the City provides for farm properties. No funding has been approved for 2024.

In October 2023, Friends sent a letter to City Manager King stating that "Friends of the Farms is interested n transferring all responsibility for administration of the farmers' leases and basic ongoing repairs, maintenance and capital improvements on the 31 acres of land not under sublease. However, we are not asking for a "simple termination agreement." We are interested in continuing to provide CoBI with collateral uses on the Johnson, Morales, and Bainbridge Island Native Food Forest properties, such as programming, educational opportunities, and community engagement..."

Since receiving that letter, the City has had multiple conversations with Friends. The item in the packet would:

* Terminate the Master Lease, as amended between 2012 and 2023. Amendments have provided for payment in some years, and removed the Suyematsu Historic District, as of Dec. 31, 2023.

* Establish a Transition Period of January 2024, with the option to extend for up to two months.

* Establish services to be provided by Friends and the City during the Transition Period.

* Provide for monthly payment to Friends during the Transition Period at the 2023 rate.

* Provide for negotiation in good faith of a Successor Agreement.

ATTACHMENTS:

Termination of Master Lease and Development of Successor Agreement

FISCAL DETAILS:

Fund Name(s):

Coding:

TERMINATION OF MASTER LEASE AND MANAGEMENT AGREEMENT

THIS TERMINATION ("Termination") terminates that certain Master Lease and Management Agreement ("Lease") between the City of Bainbridge Island, a Washington municipal corporation ("City"), and the Trust for Working Landscapes, a nonprofit corporation doing business as Friends of the Farm ("Friends") (collectively referred to herein as "Parties" or individually as a "Party").

WHEREAS, the City and Friends executed the Lease on December 9, 2011, under which the City leased to Friends approximately sixty (60) acres of real property, and the buildings and improvements located thereon, in the City of Bainbridge Island, County of Kitsap, State of Washington, which property is described on Exhibit A to the Lease; and

WHEREAS, Amendment No. 6 to the Lease was executed by the parties on September 15, 2023, removing certain property from the Lease and providing for the City to assume any subleases of the removed property; and

WHEREAS, the parties have now agreed to terminate the Lease in its entirety and to negotiate a new agreement for the performance of certain activities by Friends on portions of the remaining property described in the Lease without charge to the City; and

WHEREAS, the parties desire to provide a one-month transition period, during which Friends will continue to provide certain services, but will not provide other services; and

WHEREAS, by mutual agreement the transition period may be extended for up to two additional months; and

WHEREAS, during the transition period, the City will pay Friends monthly one-twelfth of the annual amount paid to Friends in 2023, which is $5,416.67 per month; and

WHEREAS, the parties agree that during the transition period, they will work in good faith to prepare a successor agreement related to use by Friends of certain portions of the Morales Farm property, the Johnson Farm property, and the M&E Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Termination of Lease. The parties agree that the Lease shall be terminated and of no further effect as of December 31, 2023 ("Termination Date").

2. Assumption of Subleases. Effective as of the Termination Date, the City will assume all rights, obligations, and interest of Friends under all subleases that have been entered into by Friends for the property that is currently leased to Friends under Amendment 6 to the Lease.

3. Services to Be Provided During the Transition Period by Friends. During the Transition Period, Friends will provide assistance to the Farm Manager, City of Bainbridge Island staff, and community. Friends will to the best of their ability provide a smooth transition, relevant

documents, and communication with all parties to support a smooth transition. Specific services to be provided include:

a. Friends will process annual farmer sublease billing in January. Farmers will pay the City of Bainbridge Island directly.
b. Friends will assemble all relevant documents related to the condition of the property, maintenance and repair.
c. Friends will provide any planning documents related to the condition of the property, including buildings and infrastructure.

4. **Services to Be Provided During the Transition Period by the City.** During the Transition Period, the City will:

a. Through the Farm Manager, the City will be responsible for repairs and maintenance on all farm properties.

5. **Payment**. The City will pay Friends a monthly fee of $5,416.67 (1/12 of $65,000 annual payment in 2023).

6. Transition Period Term. It is the intention that the Transition Period will be one month, January of 2024. Upon mutual agreement of both parties, the Transition Period may be extended by one calendar month up to two times. The monthly fee will be paid in each month upon invoicing by Friends.

7. Successor Agreement. Before the end of the Transition Period, the parties agree to negotiate in good faith on a successor agreement under which Friends would continue to provide services on the remaining property described Amendment 1 to the Lease, such as programming, educational opportunities, and community engagement, all at no cost to the City. The Termination provided for in Section 1 is not dependent upon the parties agreeing to a successor agreement and shall take effect regardless of whether a successor agreement is entered into.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the later of the signature dates set forth below.

(*Signatures on following page*)

TRUST FOR WORKING LANDSCAPES	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name:_____	Blair King, City Manager
Title:_____	

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (9:15 PM) Authorize the City Manager to Submit a Permit to Clear the City-Owned Property at 625 Winslow Way,

SUMMARY: At the November 8, 2022 and June 13, 2023 City Council meetings, the Council authorized proceeding with the redevelopment of City property at 625 Winslow Way (the current Police Station site) as an affordable housing site and directed the City Manager to commence with the process necessary to conform with the requirements of the City of Bainbridge Island Municipal Code Section 18.24.070 - Demolition of register eligible properties. With this direction, the City Manager procured a Historical Review prepared by the independent Architectural Historic firm ESA. This report effectuates securing a demolition permit.

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

RECOMMENDED MOTION: I move to direct the City Manager to obtain the required permit and provide the required report to the Historic Preservation Commission to clear the improvements from 625 Winslow Way.

COMMUNITY ENGAGEMENT AND OUTREACH: Presentation of the report's findings addresses the requirements of public review.

FISCAL IMPACT:

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

BACKGROUND: At the November 8, 2022 and June 13, 2023 City Council meetings, the Council approved the redevelopment of City property at 625 Winslow Way (the current Police Department site) as an affordable housing project and directed the City Manager to commence the necessary steps to conform with the requirements of COBI 18.24.070 Demolition of register eligible properties.

The old Police Station is an unreinforced masonry building older than 50 years. Due to its age, it is eligible for designation as an historic structure. It however, has not been designated as an historic structure. In part, based upon a report conducted by Site Story in 2011 stating that the building is not eligible for the National Register as it lacks resource integrity.

The Municipal Code has established a process for the demolition of structures eligible for historic designation, but have not been designated. The building is a city owned building and the City Council is the building owner. As the building owner, the Council is requested to provide direction to proceed with the steps required by the code to complete the demolition permit and clear the site. The City has enlisted the expertise of Environmental Science Associates (ESA) to conduct a comprehensive review and furnish a detailed architectural and historic report on the 625 Winslow Way structure. The report investigates the alternatives suggested in the code, including project redesign, building conversion, selling the property, and salvaging historically significant features. Each alternative involves specific considerations and potential challenges, such as seismic issues, structural deficiencies, heating and cooling problems, and compliance with current building codes, such as the Americans with Disabilities Act (ADA). Additionally, the report suggests potential mitigation measures, such as salvaging materials and documenting the structure's historical significance.

The report also includes a comprehensive history of the 625 Winslow Way site. To conduct their research, ESA performed a site visit and engaged with City staff, BIPD, BIFD, and our local Bainbridge Island Historical Museum to encapsulate the history of the site and building.

Now that the report on development alternatives suggested in BIMC 18.24.070 and the history of the site is documented, the City is ready to proceed with presenting the information as required by the Code to the Historic Preservation Commission and securing the demolition permit.

ATTACHMENTS:

625 Winslow Way Historical Review_20231107.pdf

FISCAL DETAILS: On June 27, 2023, the Council authorized a budget of $610,000 to clear the site. On June 13, 2023 the City Council authorized staff to solicit bids for demolition of the site.

Fund Name(s):

Coding:

Final

625 WINSLOW WAY E, BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

Historical Review

Prepared for

City of Bainbridge Island

November 2023

Final

625 WINSLOW WAY E, BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON

Historical Review

Prepared for
City of Bainbridge Island

Prepared by
Meagan Scott, MUP, and Kate Hannah, M.A.

ESA Project Number **D202300767.00**

2801 Alaskan Way
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Seattle, WA 98121

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TABLE OF CONTENTS

Page

1. Introduction 1
1.1 Building Details 1

2. Demolition of Register-Eligible Properties 1
2.1 Project Redesign 3
2.2 Incorporation 5
2.3 Adaptive Reuse 7
2.4 Sale 7
2.5 Relocation 8
2.6 Salvage 9
2.7 Documentation 9
2.8 Additional BIMC 18.24.070.A Requirements 10

3. History 11
3.1 Winslow 11
3.2 625 Winslow Way E 17
3.3 Bainbridge Island Volunteer Fire Department 21

4. Physical Description 22
4.1 Current Description 22
4.2 Changes through Time 36
4.3 International Style 39

5. Architect / Builder 40
5.1 Lidral Construction Company 40
5.2 Rudolph and Associates 40

6. Bibliography 42

Appendices

Appendix A **Kitsap County Historic Property Record Card**
Appendix B **Research Notes**

List of Tables

Table 1 Building Permits 38

List of Figures

Figure 1 2021 aerial imagery of the subject parcel (highlighted in green). 4
Figure 2 Looking southeast at the building across the intersection of SR 305 and Winslow Way E. 5

Figure 3 Floor plan of the building in 2014. 6
Figure 4 Partial map of Winslow in 1909. 13
Figure 5 Partial map of Winslow in 1926. 13
Figure 6 View of Winslow Hotel (right) and water towers (left) at location of current police station with bridge over ravine in background, taken between 1910 and 1924. 15
Figure 7 An aerial view of Winslow from between 1971 and 1973, looking east. 16
Figure 8 Group of volunteer members of the fire department outside fire station at 625 Winslow Way E, ca. 1950s. 17
Figure 9 625 Winslow Way E, ca. 1950s. 18
Figure 10 Children sitting on fire truck outside fire station at 625 Winslow Way E at annual event held during Fire Prevention Week, ca. 1960s. 18
Figure 11 625 Winslow Way E post-1969 in use as combined municipal building, looking southeast. 19
Figure 12 625 Winslow Way E in 1984, looking southwest. 20
Figure 13 625 Winslow Way E in the 1990s. 20
Figure 14 Looking south at the primary north façade of the building. 22
Figure 15 Looking east across SR 305 at the west façade. 23
Figure 16 Looking west at the east façade. 24
Figure 17 Looking northwest (left) and northeast (right) at the rear south façade of the building. 25
Figure 18 Floor plan of the building in 2014. 26
Figure 19 Left: looking southeast across the Lobby (ground floor). Right: looking east in Reception. 27
Figure 20 Left: looking generally south in Admin/Copy (with view to Records/Hall on the left). Right: looking west in Records/Hall. 27
Figure 21 Left: looking north in the southeast office (typical). Right: looking West in Records/Hall with doors to the Patrol Bullpen on the right and Evidence on the left. 28
Figure 22 Left: looking southeast in the Patrol Bullpen. Right: looking west in the Patrol Bullpen. Note the tower ladder beyond the room. 28
Figure 23 Left: looking north, west office of the subdivided Chief's Office. Right: looking north, east office of the subdivided Chief's Office. 29
Figure 24 Left: looking northeast partially into the north bathroom (former Cell). Right: looking south in the hall; the south bathroom (former Cell) door is visible in the background center left. 29
Figure 25 Left: looking south into Evidence Processing. Right: looking north into the Interview room. 30
Figure 26 Looking west (left) and south (right) in the southwest corner room. Note the entry to the middle right in the left photo. 30
Figure 27 Left: looking north up the west staircase, with the tower ladder background left. Right: looking up into the tower (the ladder is on the right). 31
Figure 28 Left: looking east into the second basement hallway with a view of the Harbor Chief's office to the right. Right: looking southeast into the Detective's office. 32
Figure 29 Left: looking north in the second basement hallway with the converted office door to the left and Meeting room beyond center. Right: looking southwest in the Meeting room; the window to the left looks from Records into the converted office and the door right center leads to Storage. 32
Figure 30 Left: looking west into Records. Right: looking north-northeast in the Meeting room. 33
Figure 31 Left: looking northwest in basement Storage; the staircase base is visible center, behind the studs. Right: looking generally north in the northeast corner of basement Storage. 33

Figure 32 Left: looking north in the hallway from the exterior door toward staircase (partially visible, left background). Right: looking west in the west Storage room. 34
Figure 33 Left: looking south in the west Storage room. Right: looking north in the east Storage room. 34
Figure 34 Left: looking southwest in east Storage at a built-in containing a fire alarm (right). 35
Figure 35 Left: door to Mechanical room. Right: looking northeast in Mechanical room. 35
Figure 36 Left: fire department volunteer members outside 625 Winslow Way E, ca. 1950s. Right: children sitting on fire truck outside 625 Winslow Way E, ca. 1960s. 36
Figure 37 625 Winslow Way E in 1984, looking southwest. 36
Figure 38 An aerial view of Winslow from between 1971 and 1973, looking east. 37
Figure 39 625 Winslow Way E ca.1990s, looking southwest. 38

1. INTRODUCTION

Environmental Science Associates (ESA) has developed this Historical Review document for the City-owned parcel at 625 Winslow Way E, the location of the current police building, at the request of the City of Bainbridge Island (City). The document is based on the direction given by City Council to the City Manager on June 13, 2023 to commence the necessary step and appropriate $610,000 to clear the site at 625 Winslow Way. A different building is currently under renovation to serve as the new police headquarters, and is scheduled for occupancy in the fall of 2023, at which time the building at 625 Winslow Way E will be vacated. Pursuant to City Council's direction on June 13th, City Council authorized the City Manager to advertise for bids to support the demolition of the building at 625 Winslow Way on August 8th, 2023, and the City Manager provided a progress update to Council of this report on September 12, 2023. Public comment was received on this topic by the Historic Preservation Commission (HPC) at the June 13th, 2023 City Council meeting.

Over the years, several studies have been commissioned to research alternative uses for the 625 Winslow Way E building, but structural deficiencies have presented cost-prohibitive challenges. The City has requested ESA to develop this document to support the special provisions outlined in the Bainbridge Island Municipal Code (BIMC) for historic resource-eligible buildings older than 50 years. The report includes a historic review of the 625 Winslow Way E building to satisfy these provisions, as outlined in BIMC 18.24.070.

1.1 Building Details

Address: 625 Winslow Way E / Bainbridge Island, WA 98110
Parcel: 262502-3-100-2008

Year Built: 1945
Current Owner: City of Bainbridge Island
Historic Uses: Fire Station
City Hall
Current Use: Police Station

Legal Description: PT OF GOVT LOT 3 DAF, THE N 100FT OF FOLG START AT NE COR OF GOVT LOT 3 TH N89*29'30W 758.52FT TH S0*30'30W 30FT TO TPOB TH S0*30'30W 206.53FT TH N52*50'W 74.80FT TH N0*30'30E 161.86FT TH S89* 29'30E 60FT TO TPOB ALSO BEG AT NE COR OF GOVT LOT 3 TH N89*20'30W 818.52FT TH S0*30'30W 30FT TO TPOB TH N89*29'30W TO ELY MGN OF OLYMPIC DR TH SELY ALG ELY MGN TO PT WH IS S0*30'30W OF POB TH N0* 30'30E TO TPOB PAR 2 PT OF GOVT LOT 3 DAF BAAP N89*29'30W 571FT FR NE COR OF SD GOVT LOT 3 TH S0*30'30W 30FT TH N89*29'30W 48.92FT TO TPOB TH S0*30'30W ALG W LN OF THE MILLER TR 126FT TH N89* 29'30W 97.77FT M/L TO NW COR OF TR CNVYD TO HOWIE BY DEED RECD UND A F NO 653194 TH S0*30'30E ALG W LN OF HOWIE TR 112.35FT TH N52*51'45W ALG ELY LN OF OLYMPIC WAY 30FT M/L TO SE COR OF TR SOLD TO P J CLIFTON AND CONTR RECD A F NO 648726 TH N0*30'30E 206. 53FT TO S LN OF WINSLOW WAY TH S89*29' 30E ALG S LN OF WINSLOW WAY 138.60FT M/L TO TPOB

2. DEMOLITION OF REGISTER-ELIGIBLE PROPERTIES

The building at 625 Winslow Way E was constructed in 1945, and it is 78 years old as of 2023. Due to its age (more than 50 years), it is eligible for the City of Bainbridge Island's local register of historic places. The building owner – the City – anticipates demolishing the building. As the building is register-eligible, it is subject to the BIMC (18.24.070), demolition of register eligible properties, which states:

A) A demolition permit is subject to the review process described below prior to the demolition of any register eligible property:

1) The applicant shall prepare a report for the historic preservation commission analyzing the following alternatives (listed in descending order of preference) explaining why each alternative is or is not feasible:

a) Redesigning the project to avoid any impact to the historical structure or its setting;

b) Incorporating the structure into the overall design of the project;

c) Converting the structure into another use (adaptive use);

d) Selling the structure at no more than fair market value to an owner who will maintain the historic structure;

e) Relocating the structure on the property;

f) Relocating the structure to another property;

g) Salvaging from the structure historically significant architectural features and building materials; and

h) Documenting the structure as a whole and its individual architectural features in photographs, drawings, and/or text. Such documentation shall be submitted to, and archived by, the planning and community development department.

2) The historic preservation commission's review for an application to demolish or partly demolish the property may last no longer than 30 days from the time of the building permit. The city shall notice the request to demolish the property following the prescribed noticing requirements:

a) Posting notice in the official posting places of the city, including the city website; and

b) On a conspicuous location on the subject property.

3) The applicant shall provide the above mentioned report and, if requested, meet with the historic preservation commission. The historic preservation commission shall submit comments to the planning director based on the report, and may include suggestions for mitigation.

4) Information provided as mitigation will be made available to the public in a location agreed to by the historic preservation commission.

5) For properties that are currently used as a single-family residence, the applicant shall provide the following information as mitigation:

a) A minimum of four current photographs of the exterior, one from each corner of the residence;

b) If available, floor plans of the residence;

c) If available, any historic photographs of the residence;

d) If available, any known historical narrative on the residence, its occupants, historic use, etc.

6) For properties other than those used as a single-family residence, possible mitigation measures include all those required for a single-family residence and the following:

a) Documenting the historic resource, including photographic images of the building, architectural elements (both interior and exterior), special features and streetscapes.

b) Coordination with the historic preservation commission to determine architectural features and materials eligible for salvage and reuse.

c) Plaques or informational signs (provided by the applicant) to publicly recognize the historic structure's significance or contribution to the island's history.

d) Or other mitigation measures as proposed by the applicant and agreed to by the historic preservation commission.

7) The planning director reviews the following:

a) Applicant's report analyzing the alternatives;

b) Minutes from the historic preservation commission meeting(s);

c) Any proposed mitigation and applicant's plan for compliance.

8) The planning director cannot deny a demolition permit because the property is register eligible. If the planning director finds that the applicant completed the review process as described in this section, the planning director shall sign off on the historic review of the building permit, including conditions of mitigation if deemed appropriate. (Ord. 2016-11 § 2, 2016)

The preferred alternatives (as outlined in BIMC 18.24.070.A.1) for mitigating the potential demolition of a register-eligible building include a variety of options, several of which include retaining the building. Retaining the 625 Winslow Way building presents complexity due to its condition, which would need to be addressed in many of the preferred alternatives. This report assumes that if the existing building is retained in any capacity, a change of use will be required (it is currently classified as Governmental services), as the police department will be relocating (Kitsap County 2023b).

In 2014, architect and engineering firm Mackenzie developed a needs assessment for the City's Fire and Police Departments. While the Mackenzie report section on the 625 Winslow Way building is focused on the needs of the police department, it also discusses the overall building deficiencies. These include structural issues and inadequate heating and cooling (both thermal loss and insufficient HVAC system; Mackenzie 2014: 5-08 – 5-14). Additionally, if the building were to be for public use, it would most likely require Americans with Disabilities Act (ADA) upgrades.

Structural issues primarily stem from the fact that it is an unreinforced masonry building, which consistently perform poorly during seismic events (earthquakes). Movement through a building during a seismic event (the vibrations) are known as *shear forces*. As is typical of unreinforced masonry buildings, the walls and floors/ceiling of the subject building are inadequately attached to each other to properly transfer the shear forces. The most common result is the floors/ceiling detaching from each other during a seismic event, which further weakens the elements (the perpendicular attachments provide additional strength) and makes them additionally vulnerable to damage. The construction does not meet the current seismic code and would require significant upgrades if the building were retained, either as a freestanding structure or as a part of a larger building.

Some other mitigation options not included in BIMC 18.24.070.A.1 that could be appropriate for this Project includes a plaque on the site with photos and a brief history (noted in BIMC 18.24.070.A.6.c), like those located at Waypoint Park across SR 305. Another similar option is a timeline display in the lobby of the new building.

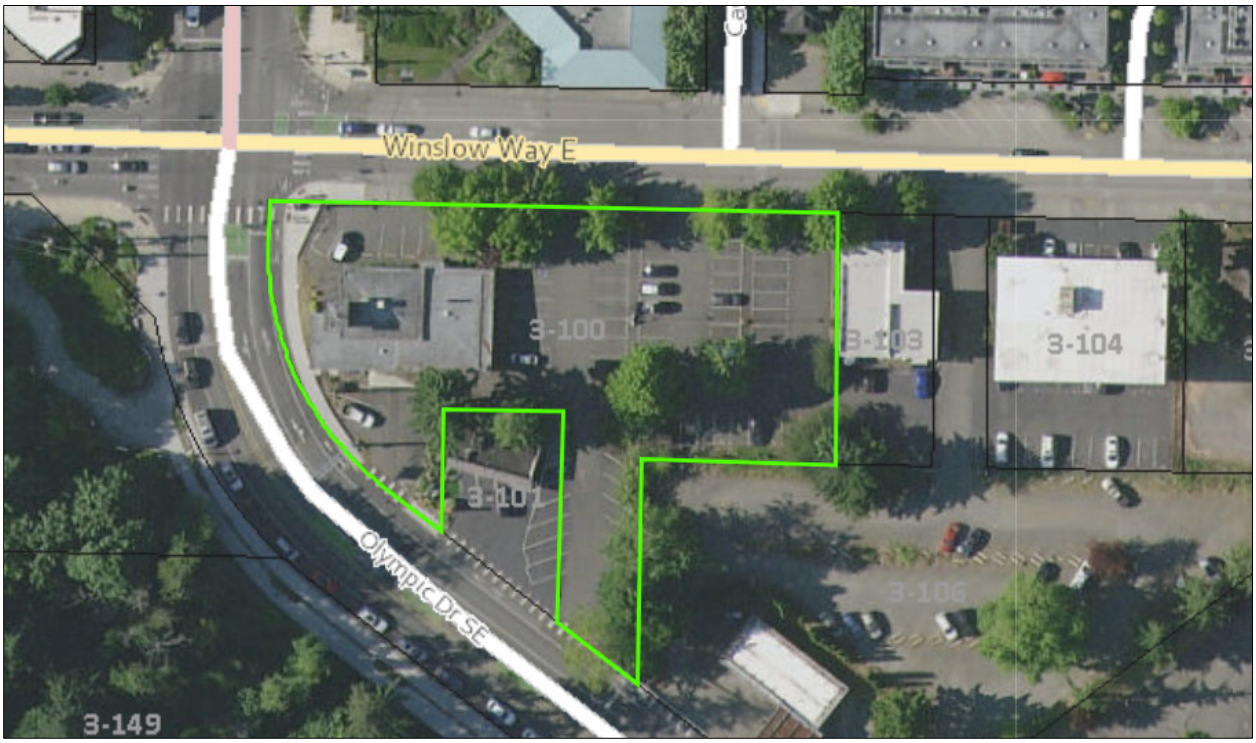
2.1 Project Redesign

BIMC 18.24.070.A.1.a: Redesigning the project to avoid any impact to the historical structure or its setting.

The City has not yet developed schematics or drawings for a new building on the parcel. The eastern portion of the parcel is a surface parking lot (Figure 1), and there is sufficient room for another building to be constructed in this area. However, a second building would effectively remove most available parking on the parcel for the existing building, and the new building would also require parking spaces. (That is, removing surface parking while simultaneously increasing the number of required spaces.) While it would be possible to include subsurface parking[1] in the new building, doing so would significantly increase the

[1] Technically it need not be subsurface parking, but other options would be far less feasible. Parking at the ground level is typically not conducive to most businesses or residences, as it largely eliminates the ability to enter the building from the street on foot. Parking on upper levels introduces the need for additional structural reinforcement, as well as a ramp to reach the parking, which in turn reduces the available floor space on levels below.

cost of the new building. On average, underground parking costs $25,000 to $50,000 per space to construct (Graham 2022).



Source: Kitsap County 2023a

Figure 1
2021 aerial imagery of the subject parcel (highlighted in green).

In addition, a second building would somewhat impact the building's setting – currently, it (the building) is visually separated from the neighboring buildings as a result of both the parking lot and mature vegetation on the parcel, as seen in Figure 2. A second building behind the 625 Winslow Way building in Figure 2 would alter the setting, as well as the feeling of the building within its siting on the parcel. While this could be mitigated if the new building were very low profile – i.e., a single story building with modest footprint – this design would limit the building's use. The only feasible way to avoid any impact to the building or site is to leave the building and site as-is.

It should also be noted that the discussion above does not include any changes to the existing building. Subsequent sections address alternatives that involve alterations to the extant building at 625 Winslow Way in more detail. However, assuming under this alternative (BIMC 18.24.070.A.1.a, project redesign) the existing building would require some degree of alteration to serve an occupant other than the police department, it would need to be brought up to code, which would be a significant cost. Currently, the walls and floors/ceiling are insufficiently attached to each other, as is typical of other unreinforced masonry buildings. This makes them particularly susceptible to damage during seismic events, as the resulting vibrations can cause them to separate from each other. The building also has inadequate heating and cooling (both thermal loss and insufficient HVAC system), which would also need to be addressed (Mackenzie 2014: 5-08 – 5-14). Additionally, if the building were for public use, ADA upgrades would likely be needed.

ESA 2023

Figure 2
Looking southeast at the building across the intersection of SR 305 and Winslow Way E.

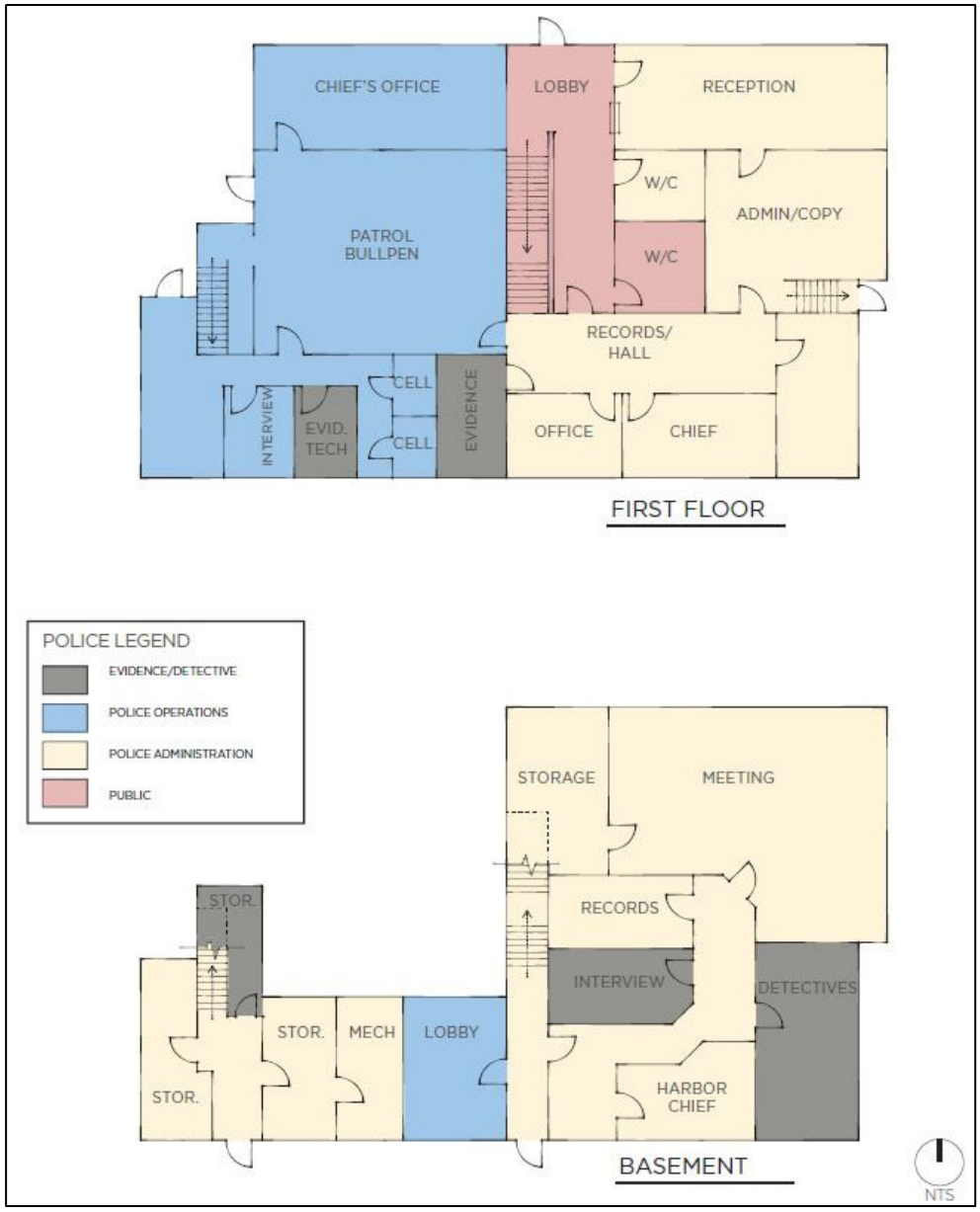
2.2 Incorporation

BIMC 18.24.070.A.1.b: Incorporating the structure into the overall design of the project.

There are several ways to incorporate an existing building into the overall design of a new building, with varying degrees of impact to the original structure.

Relatively speaking, a low-impact option is a large addition; in this case, likely an addition to the east and/or of the existing building. The retention of the existing building, however, would limit future design, especially if a new design included constructing additional floors above the existing building. In addition to the seismic issues (discussed above and summarized below), the building was never intended to be multiple stories, and the additional engineering considerations to meet current code would likely be onerous. It would need to be strengthened to support additional stories, which would likely require a total revision of the structural system (currently concrete masonry units, also known as CMU).

Additionally, the interior layout of the building is complicated (see the floor plan in Figure 3) and currently configured to accommodate the police department's needs. Incorporating the existing building into a new design would require significant interior alterations. Assuming a multi-story addition, the new design would also have to incorporate vertical circulation, which includes both elevators and stairs. Elevator installation in an existing building that does not have the infrastructure (as is the case at 625 Winslow Way) can be extremely costly.



Source: Mackenzie 2014

Figure 3
Floor plan of the building in 2014.

In addition to the above issues, the structural issues of the existing building would need to be addressed, as would the insufficient heating and cooling and lack of ADA compliance. The building does not meet current seismic code and would need to be upgraded if it were retained. As an unreinforced masonry building, it is more susceptible to damage during seismic events. The walls and floors/ceilings are inadequately attached to each other and likely to separate during such an event. This, in turn, causes additional damage and vulnerability to the building.

A variation on adding additional floors involves incorporating a part of the existing building into a new design. (When only the façade of the building is retained and attached to a new building, it is often referred to as facadism.) This process typically includes architectural as-built drawings of the existing

building, deconstruction and storage of the retained materials, and re-constructing the saved portion(s) alongside the construction of the new building. It is most likely any future design would be multiple stories to maximize a return on investment. It is structurally possible to attach a single-story façade onto a multi-story building, but this results in the building having a very different feeling and design and often draws attention to the fact it is an older façade applied to a newer building. It is important also to note the significant design features of the 625 Winslow Way building. One of the defining features of the subject building is the juxtaposition of the horizontal emphasis of the building contrasted with the verticality of the tower. A design that incorporated the entire building runs the risk of obscuring some of the most defining features.

2.3 Adaptive Reuse

BIMC 18.24.070.A.1.c: Converting the structure into another use (adaptive use).

The existing building could be adapted to another use; however, the current layout is suited for office space, not residential. While it would be more economical to convert the building to office – or potentially commercial – space, it would still require upgrades. The building is an unreinforced masonry structure. As is common in buildings of this construction, the walls and floors/ceiling are not adequately attached to each other. During a seismic event, there is the potential for them to separate from each other, which further weakens the elements (the perpendicular attachments provide additional strength) and makes them additionally vulnerable to damage. The construction does not meet the current code and would require seismic upgrades. The Mackenzie report also notes the lack of space (primarily storage) in the building several times, although some of this is focused on the specific needs of the police department that would not be applicable for businesses (e.g., evidence storage and processing). It additionally discusses inadequate heating and cooling (both thermal loss and insufficient HVAC system) that would need to be addressed (Mackenzie 2014: 5-08 – 5-14). Another issue that would likely require upgrades (if the building were for public use) is the lack of ADA compliance.

Extensive renovations would be required if the building were converted to residential use. Additionally, the 1945 building was much more modest than the existing footprint (additional details about the addition are included in later sections), and as a result, several of the interior walls are CMU and likely load bearing. This would presumably result in additional structural considerations. Most significant, however, is the building's square footage: 7,547 (Kitsap County 2023b). It is also worth noting that several of the basement spaces do not have windows due to the slope in grade, which may present code issues, and the plumbing would need to be completely altered in order to properly provide restrooms and kitchens in the units.

2.4 Sale

d) Selling the structure at no more than fair market value to an owner who will maintain the historic structure.

Another alternative in the BIMC involves selling the building to an owner who will maintain the building. This is an option – however, any new owner would need to adapt it to serve as something other than a police facility. Selling the property may allow for the building to be retained, but some amount of work

would be required, depending on the building's intended purpose by the new owner. Regardless of use, the new owner would be required to update the building to meet current code. Like other unreinforced masonry buildings, the current structure's walls and floors/ceiling are inadequately attached to each other. In the case of a seismic event, they are likely to detach from each other, further weakening them and making them more susceptible to damage. The construction does not meet the current seismic code and would require significant upgrades if the building were retained in any capacity. Additional upgrades would be needed for ADA compliance if the building were for public use. The Mackenzie report also notes inadequate heating and cooling in the existing building that would need to be addressed (Mackenzie 2014: 5-08 – 5-14).

2.5 Relocation

BIMC 18.24.070.A.1.e: Relocating the structure on the property.
BIMC 18.24.070.A.1.f: Relocating the structure to another property.

Alternatives A.1.e and A.1.f outline relocating the building, either to another part of the parcel or another location. Relocation on the same parcel might allow extra room for a second building or addition (as outlined in Sections 2.1 and 2.2; BIMC 18.24.070.A.1.a and b), while moving the building elsewhere would allow for full development of the parcel. In either case, the setting would be altered.

Due to its siting and the prominent tower that is visible as people approach the intersection from multiple directions – notably those traveling to or from the nearby ferry terminal – it has become, in common terms, a landmark: an "object or feature…easily seen and recognized from a distance, especially one that enables someone to establish their location" (Oxford Languages 2023). Relocating the building would alter the wayfinding/landmark nature of the building, although the building itself would be preserved. (Similar issues around the visual prominence of the tower and possible diminishment could also come into play if the existing building were integrated into a larger design, as outlined in Section 2.2.)

There are two strategies to relocating a building (no matter the distance): disassembling and reassembling, or lifting and moving the building as a single object. Portions of the building are poured concrete, and disassembling the building may require cutting the poured concrete into smaller pieces. However, lifting and moving the building would result in shear forces, which could cause damage during the move.

If the building were relocated to a different site, a point that would require consideration is the basement. The current sloping grade dictates what facades the windows and doors can be on. Although the new location need not be exactly the same (the current north basement elevation could be above grade), the current building design takes into account the existing landform. While this does not preclude moving the building, it is an engineering and design consideration that would need to be taken into account.

Although dependent on individual conditions, moving a building is a financial, time, and labor intensive process. Also important to consider as a part of the move is that additional land may need to be purchased for the new location, and the building will need to be upgraded when in its new place. These include structural issues and inadequate heating and cooling (both thermal loss and insufficient HVAC system; Mackenzie 2014: 5-08 – 5-14). The building does not meet current seismic code and would need to be upgraded if it were retained. As an unreinforced masonry building, it is more susceptible to damage during seismic events. The walls and floors/ceilings are inadequately attached to each other and likely to

separate during such an event. This, in turn, causes additional damage and vulnerability to the building. It is also presumed that the building will need to go through appropriate use changes, which would bring with it additional related costs addressing (as outlined in Section 2.3) the lack of space, interior alteration considerations, and possibly other code-related issues, depending on the new use.

2.6 Salvage

BIMC 18.24.070.A.1.g: Salvaging from the structure historically significant architectural features and building materials.

Portions of the building can be salvaged. Building deconstruction, in which buildings are taken apart (not demolished), is growing in popularity among municipalities and owners. Materials are typically given to architectural salvage companies, where they can be installed as in-kind replacement. For example, a homeowner might choose to use a salvaged historic wood window as opposed to installing a new vinyl window. The choice to salvage materials is also environmental; the Environmental Protection Agency (EPA) estimates that construction and demolition debris totaled 600 million tons in 2018, "which is more than twice the amount of generated municipal solid waste" (EPA 2023). Many materials, including concrete, can be reused.

In addition to the general salvaging of materials, some distinguishing elements of the current building could be salvaged and integrated into the new design. These include the clock, tower details (roof and north elevation wood panel), and windows. It is worth noting, however, that the distinguishing features of the building are overwhelmingly based on the design, and not individual elements. As previously discussed, the verticality of the tower and window panels contrasted with the horizonal roofline creates drama in the design and highlights the tower. The tower is also emphasized due to the siting of the building and the sloping grade, and in particular when approaching Winslow Way E from the ferry terminal. The slight incline results in the tower being visible for a relatively significant distance, and also marks a major intersection in Winslow.

Although it is not salvage, it would be worth referencing the tower as part of the design of a new building. This could then serve as an anchor for the salvaged elements – for example, the existing clock installed on a vertical element of a new building near the northwest corner would echo the existing building in a more specific way than simply installing the clock in the building lobby.

2.7 Documentation

BIMC 18.24.070.A.1.h: Documenting the structure as a whole and its individual architectural features in photographs, drawings, and/or text.

The following sections provide the documentation of the building as outlined in BIMC 18.24.070.A.1.h. This includes the history of the building at 625 Winslow Way E and its context within Winslow and the City of Bainbridge Island; a physical description of the building; details on the original builder (Lidral Construction Company) and architect for the 1960s addition (Rudoph and Associates); and current and historic photographs.

2.8 Additional BIMC 18.24.070.A Requirements

BIMC 18.24.070.A.2 addresses the timeline of the historic preservation commission's review for an application to demolish or partly demolish the property. The City has requested this report to partially fulfill the requirements of BIMC 18.24.070.A.3, which requires documentation of the building. The City will provide information to the public as outlined in BIMC 18.24.070.A.4.

BIMC 18.24.070.A.5 and A.6 outline the required information for the report submitted to the historic preservation commission. (Note that while A.5 refers to single-family residences, the language in A.6 requires all of the information in A.5 in addition to those listed in A.6.) As appropriate, these are addressed in subsequent sections of this report as noted below:

5) For properties that are currently used as a single-family residence, the applicant shall provide the following information as mitigation:

a) A minimum of four current photographs of the exterior, one from each corner of the residence – **see Section 4.1**

b) If available, floor plans of the residence – **see Figure 3 and Figure 18**

c) If available, any historic photographs of the residence – **throughout document, primarily in Section 3**

d) If available, any known historical narrative on the residence, its occupants, historic use, etc. – ***see Section 3.2***

6) For properties other than those used as a single-family residence, possible mitigation measures include all those required for a single-family residence and the following:

a) Documenting the historic resource, including photographic images of the building, architectural elements (both interior and exterior), special features and streetscapes – ***see Section 4 for a physical description of the building and changes through time, and Section 5 for information on the original builder and architect for the later addition***

BIMC 18.24.070.A.6.b through A.6.d address coordination between the applicant (here, the City) and the historic preservation commission and appropriate mitigation. ESA has offered some options around mitigation earlier in this section, although these are only recommendations.

BIMC 18.24.070.A.7 and A.8 address the responsibilities of the planning director.

3. HISTORY

3.1 Winslow

The subject parcel is located on Bainbridge Island just north of Eagle Harbor, in the community formerly known as Winslow. In 1947, Winslow residents voted to incorporate their community and become a city (Swanson 2002). In 1990, Winslow annexed the entirety of the island, and the following year held a vote to change its name to Bainbridge Island, as it is known today (Smith 1990; Glover 1991:A10).

This area has been used for time immemorial by many different people. Settlement and use began long before non-Indigenous people arrived. This section contains a discussion of the Indigenous use of the land in part because, like many places in the U.S., areas already in use by Indigenous people were commonly subject to non-Indigenous settlement.

Tribes hold complete knowledge of their history. The following section has been prepared based on published materials by non-Native people from the 19th, 20th, and 21st centuries. These materials often do not present the full and accurate understanding of tribal history and knowledge. The authors acknowledge that these sources inherently contain deficiencies, and use of them is not intended to substitute or supersede historic knowledge held within the tribes.

The subject parcel is located within the ancestral lands of the Suquamish (*suq̓ʷábš* or "people of the clear salt water" in Southern Lushootseed), whose descendants are part of today's federally recognized Suquamish Tribe, as well as others through intermarriage (Lane 1974; Suquamish Tribe 2023; Suttles and Lane 1990). The Suquamish are part of the larger Southern Coast Salish group that shares a common dialect of the Southern Lushootseed language (Suttles and Lane 1990). The Suquamish and other Coast Salish peoples have used the area since time immemorial for various levels of habitation and resource gathering. Suquamish traditional territory includes land along the Kitsap Peninsula and nearby islands from the mouth of Hood Canal south to Vashon Island, which includes Bainbridge Island (Lane 1974; Spier 1936). The Lushootseed name for the area is *dxʷsəq̓ʷəb,* "place of the clear salt water," in addition to being the Southern Lushootseed name for the people who lived here (Suquamish Tribe 2023). There are multiple names for Eagle Harbor in Lushootseed, including *elaledáltxʷ,* meaning "home of the eagles," and *yaboáltxʷ* (Snyder 1968:135, no. 67). Eagle Harbor was the location of a winter village or camping place (Smith 1940; Snyder 1968; Suquamish Tribe 2023). The shoreline of present-day Winslow, where the Waterfront Park is located today (approximately 0.25 mile west of the ferry dock), was utilized as a seasonal fish camp into the early 1900s (Elfendahl 1997).

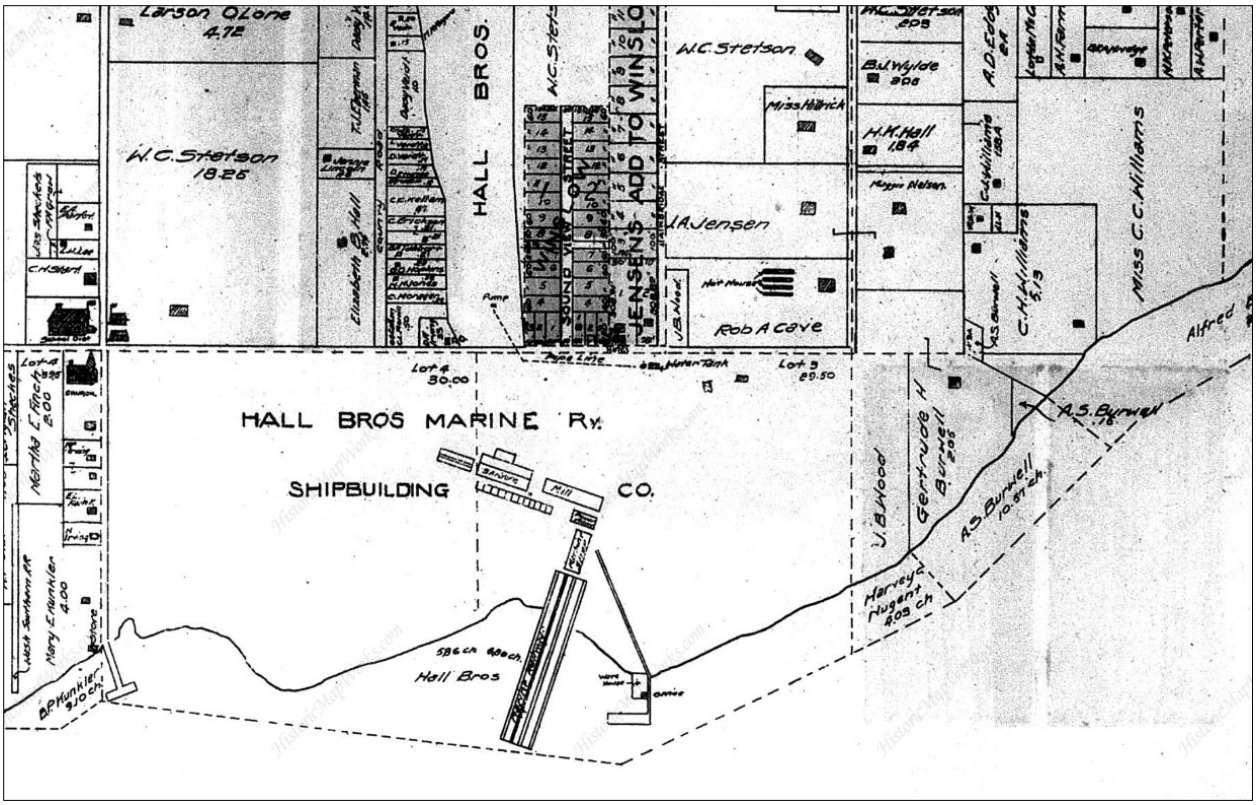
Non-Indigenous settlement of the area began in the mid to late-1800s when settlers started to arrive and reconfigure the land toward their ends. With the passage of the Donation Land Claim Act of 1850, settlers began to claim homestead lands throughout the Pacific Northwest. These early settlements and land claims were focused around key routes of access and areas rich in resources. The traditional mobile subsistence strategies of Native Americans were increasingly disrupted as settlement progressed. These impacts are documented by the treaties that were signed and the reservations that were established, where

Native groups were forced to relocate from their traditional lands. In the 19th century, the U.S. Government entered into a series of treaties with Coast Salish throughout the Puget Sound region.

The Suquamish, along with other Coast Salish groups, were signatories of the 1855 Treaty of Point Elliot (Lane 1974; Suquamish Tribe 2023; Suttles and Lane 1990). Under the provisions of this treaty, ratified in 1859, the U.S. Government established four reservations within the Puget Sound region with the intent to move allied tribes to these lands: Tulalip, Port Madison, Swinomish, and Lummi. Not all Coast Salish relocated to these reservations; some individuals remained in their traditional lands (Lane 1974).

An early survey of the land surrounding Eagle Harbor was conducted in 1856 (U.S. Surveyor General 1856). Surveyors noted two creeks entering Eagle Harbor from the north, including one within the ravine that runs through Winslow (U.S. Surveyor General 1856). The earliest land patents along the north shore of Eagle Harbor were issued to lumbermen Amos Phinney and Co. in 1865 and Henry Livingston in 1866, who logged much of the area in the late 1800s but did not settle on the island permanently (U.S. Bureau of Land Management 1991).

The earliest recorded non-Indigenous settler in the Eagle Harbor area was James Ryan and his family, who settled east of Winslow in Hawley around 1877 (Marriott 1941; Ott 2007). Soon after, Riley M. Hoskinson arrived from Kansas in 1878 and settled in what is now Winslow (Marriott 1941). A land claim was issued to Hoskinson in 1882 for a tract north of today's Winslow Way (U.S. Bureau of Land Management 1991). More settlers arrived to the area, leading the growing community then called "Madrone" to establish their own school district and one-room schoolhouse in 1881. By 1890, there were 29 families in Madrone (Beal 1960). The early community was separated by a ravine that ran north from Eagle Harbor. On the west side of the ravine was the church, school, grocery store, and steamer dock. Across the ravine on the east side was the butcher, barber, bakery, and the Winslow Hotel. A bridge was built across the ravine between 1909 and 1926, connecting the two districts (Figure 4 and Figure 5; Anderson Map Company 1909; Metsker Map Company 1926; Warner 1968). Steamer ships of the "Mosquito Fleet" transported individuals to and from the mainland as well as the docks of other communities on the island, due to the lack of maintained roads (Warner 1968).



Source: Anderson Map Company 1909

Figure 4
Partial map of Winslow in 1909.

Source: Metsker Map Company 1926

Figure 5
Partial map of Winslow in 1926.

Employment opportunities presented by the lumber mills and shipbuilding industries attracted many immigrants to Bainbridge Island in the late 1800s. The company's segregationist housing policies resulted in separate communities on the island, including the Japanese village of Yama near the Port Blakely mill. When the logging industry declined, many stayed on the island and became farmers or small business owners. Bainbridge Island had a large population of Japanese immigrants who began specializing in cultivating strawberries. In the early 1900s, Winslow-area farmers formed the Winslow Berry Growers Association; the first cannery was operated within the home of S. Sumiyoshi. This grew into a large industry that employed over 200 workers by 1940, mostly women and girls (Marriott 1941; Tjossem 2013).

The small farming community experienced a shift when the Hall Brothers Marine Railway and Shipbuilding Company purchased 77 acres along the Madrone waterfront and moved its operations from Port Blakely to Eagle Harbor in 1902, including land on which the subject building now sits (Marriott 1941). Brothers Henry, Isaac, and Winslow Hall founded the Hall Brothers Shipbuilding Company in 1873 (Tjossem 2013). By 1902, Isaac and Winslow had died, leaving Henry as the sole remaining brother in control of the company. The new shipyard brought changes to the Madrone community including its name, which was changed to Winslow, for the late Winslow Hall (Marriott 1941; Swanson 2002). The shipyard encompassed land from present-day Madison Avenue to the west, Ferncliff Avenue to the east, and Winslow Way to the north (Anderson Map Company 1909). In 1916, members of the Hall family sold the shipyard, and it became the Winslow Marine and Shipbuilding Company (Marriott 1941; *Seattle Post-Intelligencer* 1947).

The Winslow Hotel, built in 1903, was located opposite the subject parcel along the north side of Winslow Way. The hotel housed and fed many of the shipyard workers until it burned down in 1924 (Warner 1968). A photograph taken between 1910 and 1924 shows the hotel (Figure 6). Across the street, located on the subject parcel, are two water towers that once supplied the shipyard (Best 2011; Swanson 2002:123). The trestle bridge built over the ravine connecting Winslow is visible in the background.

Source: Swanson 2002:123

Figure 6
View of Winslow Hotel (right) and water towers (left) at location of current police station with bridge over ravine in background, taken between 1910 and 1924.

During World War I and throughout the 1920s, the shipyard was active, first producing ships for the war effort and after the war producing ships for the expanding ferry service to the mainland. New development arose along the shore of Eagle Harbor when the car ferry service to Seattle was moved from Port Blakely to Winslow in 1937 (Ott 2007). Agriculture continued to be an important part of the island's economy; by 1940, Winslow farmers were canning almost two million pounds of strawberries (Marriott 1941).

Japanese and Japanese American residents were uprooted from their homes in April 1942 as authorized through Executive Order 9066, which forcibly removed over 100,000 people of Japanese ancestry on the West Coast to incarceration camps for the duration of the war. Those living on Bainbridge Island were the first to be incarcerated, and 227 people were removed on March 30, 1942 (NPS 2023). Following Executive Order 9066, some internees had neighbors who helped maintain their farms while they were held in the concentration camps, but most were forced to sell their land before leaving, often for far less than it was worth. When interned families returned after the war, those who still owned land faced sabotaged wells, burned property, and finances too meager to purchase equipment. Winslow experienced a population boom during World War II. More employees were needed at the shipyard to produce minesweepers and repair ships for the war effort (Callaham 2019; Swanson 2002).

The post-war period brought more changes to Winslow. When the fire station was built on the subject parcel in 1945, the land on which it was located was still part of the shipyard property then owned by James Griffiths & Sons; the fire department negotiated a 25-year lease of the parcel on which the fire

station was constructed (Callaham 2019; *Seattle Post-Intelligencer* 1947). In 1947, James Griffiths & Sons sold the shipyard to Eddie Black and J.J. Featherstone, which was renamed Commercial Ship Repair Company Shipyard (*Seattle Post-Intelligencer* 1947). Former Fire Chief C. Earl "Squirrel" Callaham served as the dockmaster for the shipyard in the 1940s and 1950s. The shipyard closed in 1959; the property was then developed as a marina, Washington State Ferries maintenance dock, and private development (Ott 2007).

The town was incorporated as the City of Winslow in 1947 (Swanson 2002). In 1950, the new Agate Pass Bridge connected the island with the Kitsap Peninsula, and Washington State Ferries built a new dock for car ferries at Winslow connecting to Seattle (Swanson 2002). These changes made travel to and from the island easier, bringing economic growth and tourism to the area (Ott 2007; Swanson 2002). In the 1970s and 1980s, residential development replaced many of the agricultural fields (Figure 7; Ott 2007). In 1990, Winslow annexed the rest of the island and the following year changed its name to Bainbridge Island.

Source: City of Bainbridge Island n.d.

Figure 7
An aerial view of Winslow from between 1971 and 1973, looking east.

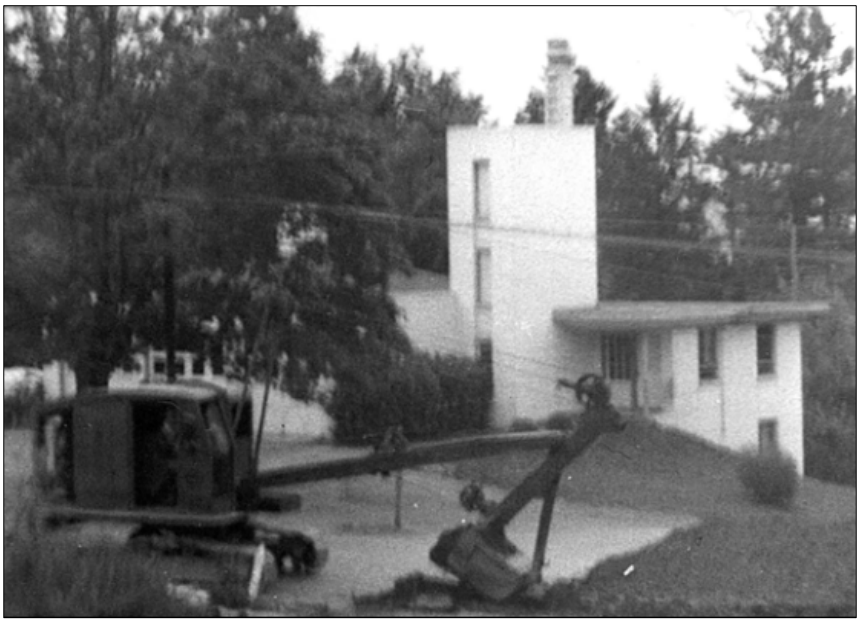
3.2 625 Winslow Way E

The building at 625 Winslow Way E was built in 1945 as the first fire station for the Bainbridge Island Volunteer Fire Department. As previously mentioned, the land was leased from the Griffiths who owned the shipyard at the time. The fire station was constructed by Lidral Construction Company and cost $15,372 to build, or approximately $254,000 in 2023 dollars (details about the Lidral Construction Company are included in Section 5.1; Caddick 1958; U.S. Bureau of Labor Statistics 2023). The completed building was dedicated August 12, 1945 (Caddick 1958).

Source: Bainbridge Island Fire Department, personal communication 2023

Figure 8
Group of volunteer members of the fire department outside fire station at 625 Winslow Way E, ca. 1950s.

The fire station included a tall tower that served as a hose-drying tower and three vehicle bays for housing fire trucks, as seen in Figure 8 and Figure 10, as well as rear (southern) mass, as seen in Figure 9. In 1958, the fire station housed two fire trucks, a 1,500-gallon tanker, and a first-aid radio-equipped emergency car; a third fire truck was stationed at the south end of the island for quicker service (Caddick 1958). This building served as the only fire station for Bainbridge Island until a new station (called Fire Station 2) was built west of Winslow on Bucklin Hill in 1959 (Warner 1972). The dispatch service was moved to the new station at Bucklin Hill, which became the fire department's headquarters. Fire Station 1 on Winslow Way continued to operate for the next two decades, although for some of that time it also served as City Hall and housed the police department as well as operating as a fire station (additional details below).



Source: Bainbridge Island Historical Society, image 2006.22

Figure 9
625 Winslow Way E, ca. 1950s.

Source: Bainbridge Island Fire Department, personal communication 2023

Figure 10
Children sitting on fire truck outside fire station at 625 Winslow Way E at annual event held during Fire Prevention Week, ca. 1960s.

When Winslow was incorporated in 1947, the town had a Marshal for several years. Chuck Burrows served as the first town Marshal, and later as a police officer after the Winslow Police Department was formed in the 1960s (*Bainbridge Island Review* 1981). The police department began as a merchant-

supported patrol in 1963 during Mayor Robert McKisson's administration; it was also around this time Winslow Way was renamed Winslow Way E. (City of Winslow 1972; Marez 1980). By 1970, the Winslow Police Department consisted of four men and a police reserve program providing coverage around the clock (Marez 1980).

In 1968, the Winslow Town Council approved plans submitted by local architects John Rudolph and Otis Hancock of Rudolph and Associates to renovate the building on Winslow Way E to serve as a combined municipal building housing the town hall, fire station, and police department; an addition to the east side of the building was proposed to support the additional needs (*Bremerton Sun* 1968). At this time the original 25-year land lease was about to expire, so the City of Winslow purchased the parcel on which the fire station was situated from the Griffiths Estate, along with the parcel directly east from owners Individual Investors (Birkland 1968). The addition was constructed on the east lot, and the combined police and City Hall building opened in 1969 (Figure 11).

Source: Bainbridge Island Police Department, personal communication 2023

Figure 11
625 Winslow Way E post-1969 in use as combined municipal building, looking southeast.

When a new fire station was built on Madison Avenue in 1978, the fire department moved operations out of the building at Winslow Way E, and the building remained in use as the police station and city hall (Figure 12). In the 1990s (Figure 13), various measures were taken to update the facility and increase capacity. These include a remodel of the restrooms for ADA compliance and the placement of a mobile office trailer on the lot (City of Bainbridge Island 2023). In 2000, a new city hall building opened on Madison Avenue; a permit was subsequently issued to renovate the building at 625 Winslow Way E to serve as a stand-alone police station (*Bainbridge Island Review* 2000; City of Bainbridge Island 2023).

Source: Best 2011

Figure 12
625 Winslow Way E in 1984, looking southwest.

Source: City of Bainbridge Island n.d.

Figure 13
625 Winslow Way E in the 1990s.

3.3 Bainbridge Island Volunteer Fire Department

The first volunteer fire department in Winslow was organized in the late 1920s. Captain Kunkler acted as the Fire Chief and fire-fighting equipment was purchased for the department, but this organization was short-lived (Caddick 1958; Marriott 1941). In the 1930s during the interim without an organized fire department, a "draft list" of volunteers was maintained and alerted via telephone from "Central" to rally a bucket brigade to quell fires (Marriott 1941).

In 1942, Laurance Peters, Richey Lundren, and Louis W. Sinnett presented a petition for the formation of the Kitsap County Fire Protection District Number 2, which was voted on and approved (Caddick 1958). Louis Sinnett acted as the department's first Chief. In its first year, the fire department consisted of 16 volunteers and one Ford truck (Beach 1982; Bainbridge Island Fire Department [BIFD] 2023; Caddick 1958). Chief Sinnett's wife, Cynthia, acted as the first dispatcher, calling volunteers by telephone from their home or family-run grocery store (Beach 1982; Caddick 1958; Warner 1972). By 1958, when Chief Sinnett announced his retirement, he had two sons and a grandson also serving as volunteers in the fire department (Caddick 1958). Upon the retirement of Chief Sinnett, Assistant Chief Charles Earl "Squirrel" Callaham took over as Fire Chief (BIFD 2023). Four other members of the Callaham family, including the Chief's son, Charles "Chuck" Callaham, Jr., were also members of the fire department by that time (Caddick 1958). In 1964, the role of Fire Chief became a full-time, paid position carried out by Chief Callaham (*Bainbridge Island Review* 1964).

The fire department continued to expand its personnel and fleet of vehicles throughout the latter half of the 1900s. In 1963, the fire department owned and maintained 11 vehicles (*Bainbridge Island Review* 1963). When Don Beach took over as Fire Chief in 1971, the department had 45 volunteers (*Bainbridge Island Review* 1971). The growing department required more space than the Winslow Way fire station could provide, leading to the construction of additional stations on Bainbridge Island. The second fire station west of Winslow on Bucklin Hill was completed in 1959 (then called Fire Station 2, now known as Station 22) (BIFD 2023; *Bremerton Sun* 1959). In 1978, a new fire station (Fire Station 21) was constructed at the corner of NE New Brooklyn Road and Madison Avenue N, approximately 1.3 miles north of the station at 625 Winslow Way E. Station 21 became the department's new headquarters and the fire department vacated the building at Winslow Way East when this station opened. An additional fire station (Fire Station 23) was built in 1993 on the north end of the island on Phelps Road NE, which serves as the training facility for career and volunteer members (BIFD 2023).

4. PHYSICAL DESCRIPTION

According to various records, the building at 625 Winslow Way E has undergone several changes since its construction in 1945. The most significant of these includes an addition to the east and south in 1969 (additional details on this and other alterations are included below).

4.1 Current Description

This single-story, 7,546 square foot building (including basement) is made of concrete and CMU and has a large tower on the west side. The International style building (Figure 14) is generally organized as a nearly-square mass with former hose tower, with an L-shaped addition wrapping the original building to the east and south. Although both have similar features, they are clearly distinguished from each other by roof heights; the original mass is slightly taller. Interior spaces also reflect the addition (included below). The original mass has a small hip roof projecting from the flat roof, and the addition and tower both also have flat roofs. A deep overhang and accent paint (white) emphasizes the horizontality of the building, which is juxtaposed against the verticality of the tower.

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Figure 14
Looking south at the primary north façade of the building.

The current primary entry is located in the north façade of the building in the addition, directly adjacent to the original mass. It is composed of two mirrored glass doors with surrounding mirrored transom and sidelights, slightly recessed in the façade and protected by a roof extension. The roof is supported by narrow wood piers and a shallow concrete ramp leads to the doors. The original mass, to the right (west) of the entry, has three sets of window groupings. These openings were originally garage bay doors for the

fire trucks, although the windows match those on the rest of the building, indicating this work occurred concurrently with the addition. Windows are vertical metal 4 light; the top and bottom lights are hinged, while the middle two are fixed. Below the windows are concrete panels painted white, although these are mostly obscured by low hedges next to the building. The wood frames also encompass the concrete panels and extend to or near grade. Directly above the windows, in line with the roof of the addition, is a horizontal wood detail that extends across the entire façade. Between the window groupings, piers are highlighted by painted corner boards that extend to the roofline (there is also a narrow wood detail at the roof-wall intersection), which are interrupted by the horizontal band.

The addition, to the left (east) of the entry, has similar features although the rhythm is different. Here, there are four vertical windows, also metal 4 light with hinged lights at the top and bottom, with concrete panel underneath. The windows are deeply set into the façade and have concrete tile-like sills with wood frames (again, that encompass the lower concrete panel). Due to the lower profile of the mass, the windows reach nearly to the roofline. Directly above (between the windows and roof) is a deep fascia. Generally, windows throughout the building have this same composition. On this portion of the façade, along with the rest of the addition, the concrete is deeply struck in a pattern resembling CMU – whereas on the original mass, the joints are shallow, and while they are visible, are much more subtle. The original mass is CMU, while the addition is concrete (typically struck). Near the center of the addition is what appears to be a brick chimney. It may be a pier, as it is visible at both the first floor and basement, but there is no associated fireplace (it is, however, unnecessary for a pier to extend beyond the roofline as this does).

ESA 2023

Figure 15
Looking east across SR 305 at the west façade.

The northwest corner of the building (Figure 15) is somewhat complicated, given the shape of the addition, which does not extend as far north (forward) as the original mass, along with the tower and two entries. The tower was originally constructed as a place for the firehoses to dry, but with the later addition of a clock on the west face is sometimes now referred to as a clock tower. A narrow band runs up the north face: two vents, painted white, with overlapping wood slats are deeply set into the concrete block;

there are narrow wood bands on either side (the concrete block in the band is also painted white). These were likely to facilitate airflow, although this has not been verified. There are exposed wood beams at the top of the tower, highlighted by paint. It appears that at one time the band extended farther down, nearly to grade, but was subsequently infilled.

Directly north of the tower is a flush hollow metal door that faces west with a small, square roof to provide protection (Figure 15). It is supported by a narrow wood pier and has a large fascia underneath, creating a relatively deep eave. Similarly, the south/southwest portion of the addition partially wraps the tower, and another entry is located here, facing north. This door is offset and has four frosted lights. The roof extends and creates a small porch, also with deep fascia and narrow wood piers; here there are also three wood strips between piers to create a simple railing.

The west façade (Figure 15) faces Olympic Drive SE/State Route (SR) 305, and although it is not the primary façade, is the one most seen by the public. Ferry terminal traffic passes this façade, and it is prominent when approaching the intersection east along Winslow Way. The tower, which rises above the roofline, serves as a visual marker (King and Shear 2023; Scott 2023). The southern portion of the façade has two vertical bands with windows. The bands are painted white with pronounced edges. In both, directly below the fascia, are fixed horizontal 4 light windows with masonry sills. On the south side, due to the change in grade, there is a second similar window (fixed metal horizontal 4 light) in the band.

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Figure 16
Looking west at the east façade.

The secondary east façade also has the bands with windows in an irregular pattern (Figure 16); the three near the middle are closely set to each other, whereas the two to the south are more widely spaced. The change in grade – sloping down to the rear/south of the building – is highlighted by the change in the façade treatment. The ground floor of the building is struck in a pattern that mimics concrete block, whereas the sloped section below has wide struck vertical lines. The vertical bands have 4 light metal windows (hinged top and bottom lights, with fixed in between), deeply set with masonry sills that rise

nearly to the roofline. The bands are painted white to the grade change, and the projecting band edges also end here. The middle band, slightly off center in the facade, does not have a window but rather a secondary entry. The entry is deeply set into the façade, and also has wood – not concrete – edges. Only the space for the door is recessed; the panel above is flush with the rest of the façade. Stamped into the concrete near the door is "1969," marking the year of the addition.

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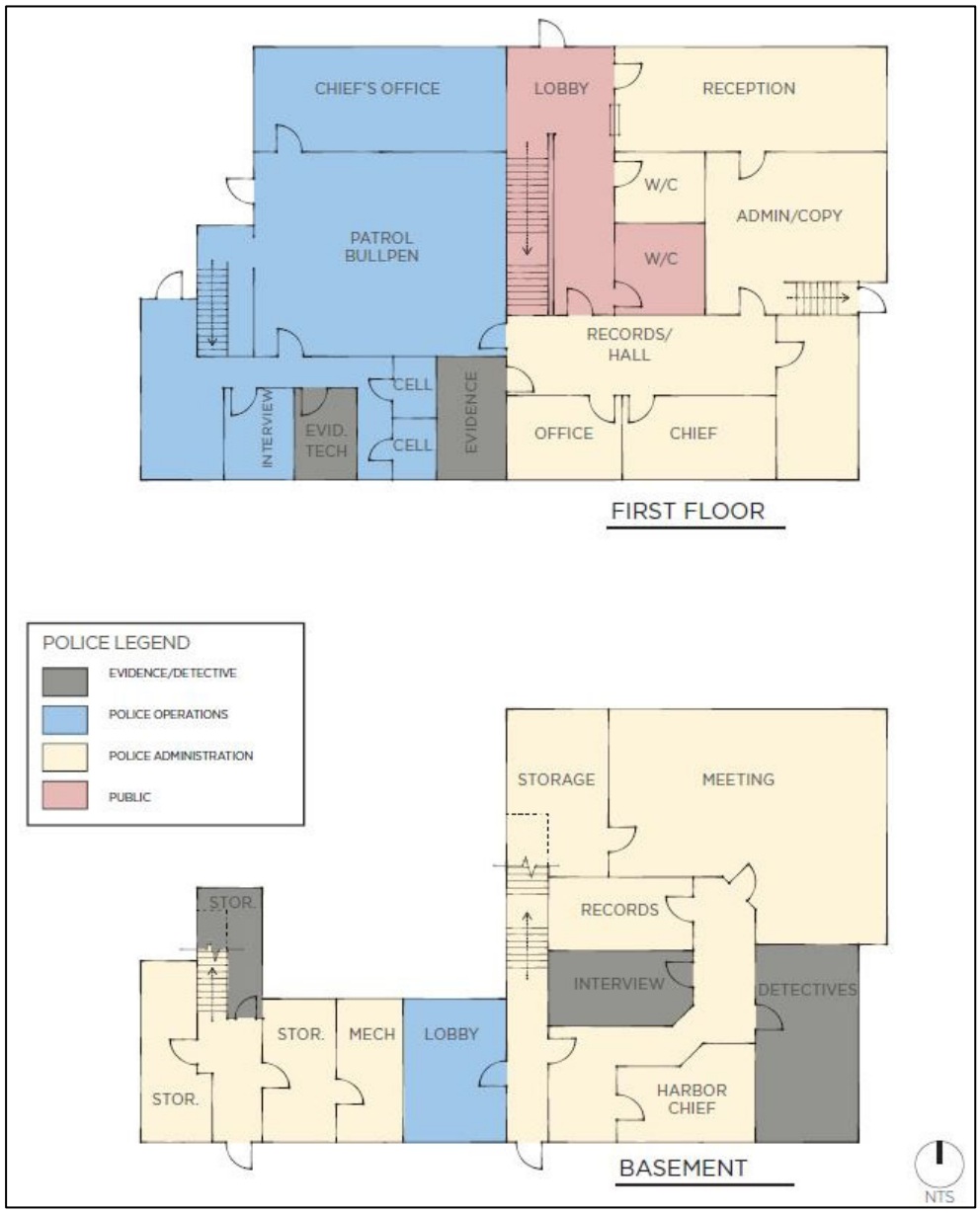
Figure 17
Looking northwest (left) and northeast (right) at the rear south façade of the building.

The rear south façade has similar features to the others and highlights the panels and windows (Figure 17). Here, the basement is fully exposed, due to the steep slope of the parcel, and the construction materials are clearly visible on the west side of the façade: board-formed concrete at the basement, and CMU above. Generally centered against the façade is a large wood-and-chain-link storage locker with corrugated metal shed roof; according to aerial imagery, it was installed between 2009 and 2012 (Google Maps 2023; Kitsap County 2023a). Partially hidden behind the locker are three asymmetrically spaced panels. The visible top portions are filled with a narrow clapboard; Google imagery indicates there are no windows in these panels.

To the immediate right (east) of the locker is a deeply recessed door that accesses the basement. There are four vertical bands that reach from the fascia to grade, and all have window compositions (4 horizontal metal lights, hinged top and bottom and fixed middle lights) at the ground and basement levels. Like the other windows elsewhere on the building, there are narrow masonry sills and projecting sides to the bands. This half of the façade has deeply struck lines throughout. To the left (west) of the locker are two bands with windows at the ground and basement levels. The westernmost band is wider – it is currently covered by plywood panels, but Google imagery shows the basement window is a fixed metal 8 light. The upper floor window, along with the upper and basement windows in the adjacent band, are all the horizontal fixed 4 light. Between the bands is a flush metal door.

In 2014, Mackenzie created a sketch plan of the building as a part of a larger report (Figure 18). Some relatively modest changes have occurred since then: the "Chief's Office" has been subdivided into two offices, the cells have been converted to restrooms, the basement "Lobby" is now storage, and the

basement “Interview” room is an office. Broadly speaking, interior spaces are strictly utilitarian with simple finishes, typically drywall, acoustic ceiling tiles, florescent lights, low pile carpet or linoleum, and thin wood window frames. The following interior description and photos are generally organized clockwise from the lobby (on the ground floor). The interior of the basement is comprised of two unconnected sections, with a single flow from room to room. Room names in this report are those used in Figure 18, and where the use has changed, both the Figure 18 and current names/uses are used.



Source: Mackenzie 2014

Figure 18
Floor plan of the building in 2014.

The ground floor lobby (Figure 19) is a narrow room, with a reception/administration window and secured door to the left upon entering, and a stair leading to the basement. The staircase is protected by a half wall with a wide wood cap and unsecured wood gate, which emphasizes the length and narrowness of

the room. Two restrooms are located off the hallway, and a door at the far end leads to the rest of the building. Reception (Figure 19) has a large, reinforced window with wide wood frame that faces into the lobby. Admin/Copy (Figure 20) also serves as a breakroom. Three recessed sections along the west wall provide room for a sink, refrigerator, and pantry space. At the southeast corner is a short staircase that leads down to the exterior door on the east façade (Figure 16). Above the stair/door, against the exterior wall, there appears to be storage, as there are two small cabinet doors set into the wall.

ESA 2023

Figure 19
Left: looking southeast across the Lobby (ground floor). Right: looking east in Reception.

ESA 2023

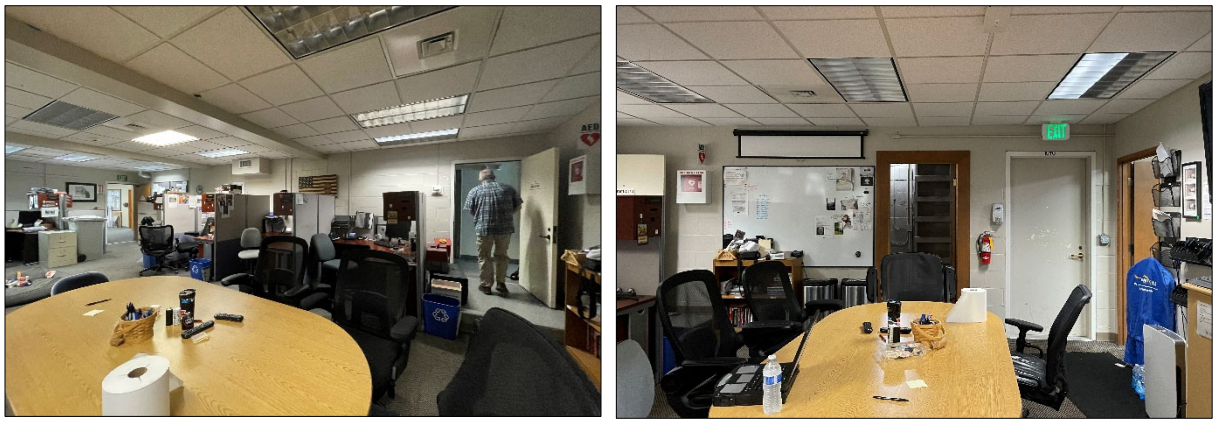
Figure 20
Left: looking generally south in Admin/Copy (with view to Records/Hall on the left). Right: looking west in Records/Hall.

Records/Hall (Figure 20) is a circulation space with filing cabinets. From here, there is access to Admin/Copy three offices (in Figure 18, “Office,” “Chief,” and the unnamed room in the southeast corner; Figure 21), Lobby, Patrol Bullpen, and Evidence. The southeast office has similar cabinetry to that in Admin/Copy along the east wall (visible center background in Figure 21). The west wall in Records/Hall (Figure 21) was once an exterior wall and marks the division between the original building and the 1969 addition. Evidence is a metal vault that likely dates to the conversion of the building to City Hall (1968/1969).

ESA 2023

Figure 21
Left: looking north in the southeast office (typical). Right: looking West in Records/Hall with doors to the Patrol Bullpen on the right and Evidence on the left.

The Patrol Bullpen and Chief's Office (which has been subdivided since 2014; additional details below) are in the space that originally contained the vehicle bays when the building was a fire station. The Patrol Bullpen (Figure 22) is a large open room with movable walls to denote desk spaces. The south wall is visible painted concrete block, and at the southwest corner is a small, elevated landing with door to additional rooms (described later). A door in the northwest corner (white door in Figure 22, right) is an exterior door. Directly south (left) is an entry with a wide wood frame that leads to a basement stair with ladder access to the tower (described below).



ESA 2023

Figure 22
Left: looking southeast in the Patrol Bullpen. Right: looking west in the Patrol Bullpen. Note the tower ladder beyond the room.

The Chief's Office has been subdivided into two offices (Figure 23); the east office has two doors, suggesting this was once two offices (for a total of three along the north side of the building) that were subsequently combined. Controls to the clock tower are in the west office, near the northwest corner of the room.

ESA 2023

Figure 23
Left: looking north, west office of the subdivided Chief's Office. Right: looking north, east office of the subdivided Chief's Office.

South of the Patrol Bullpen are two former holding cells that were converted to restrooms in 2013, Evidence Processing ("Evidence Tech" in Figure 18) and Interview rooms, and an additional miscellaneous room at the southwest corner that was once a lobby and in the past has also served as offices for parking enforcement staff. The converted restrooms are accessed off a long hallway (Figure 24) with a storage closet at the far (south) end. The restrooms are simple (toilet, vanity, mirror), with concrete floors and a floor drain. The back (east) wall is painted concrete block. At the north end of the hallway is the brick pillar that extends from the basement level past the roof.

ESA 2023

Figure 24
Left: looking northeast partially into the north bathroom (former Cell). Right: looking south in the hall; the south bathroom (former Cell) door is visible in the background center left.

Evidence Processing (Figure 25), located on the south side of the building, has a full-length metal counter with cabinets below and additional storage near the ceiling, with lighting attached to the underside. On the opposite (west) side of the room is an industrial sink and evidence storage cabinet. The window lights have been covered. The south and east sides of the room are clad in painted beadboard. The Interview room (Figure 25) is small and very simple, with drywall and linoleum floors, as is typical through many spaces in the building. There is an interior window to Evidence Processing, although it appears at least part of it is blocked by the evidence storage cabinet. The southwest corner of the building is a former lobby (Figure 26); it is slightly irregular and currently mostly serves as a storage space, with metal shelving and cabinets, and a desk in the southern end of the room. The south and west walls are also painted beadboard.

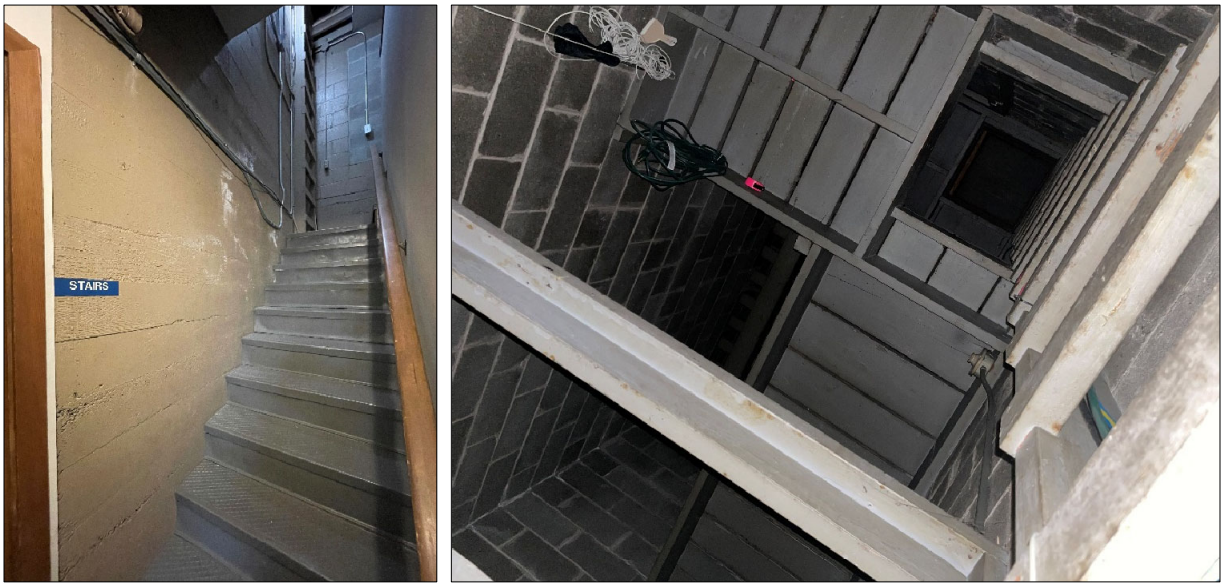
ESA 2023

Figure 25
Left: looking south into Evidence Processing. Right: looking north into the Interview room.

ESA 2023

Figure 26
Looking west (left) and south (right) in the southwest corner room.
Note the entry to the middle right in the left photo.

The tower (Figure 27) is located at the top of the west staircase, just west of the Patrol Bullpen (see Figure 22). A wooden ladder is built into the wall and appears to extend the height of the tower. At regularly spaced intervals to the south and west of the ladder (to the left and behind if one were climbing the ladder) are wooden platforms. Immediately to the east of the staircase, which showcases board-formed concrete (behind the wall to the right, Figure 27, left), is a small landing used for storage, and directly below (accessed from the basement level) is a small closet used for evidence storage (Figure 32, left).



ESA 2023

Figure 27
Left: looking north up the west staircase, with the tower ladder background left.
Right: looking up into the tower (the ladder is on the right).

As previously noted, the basement is divided into two sections that are separated from each other. The east side can be accessed from an exterior door on the south façade, or from the staircase in the ground floor lobby (Figure 19), and the two are aligned with each other, creating a straight hallway. To the west of the hallway is evidence storage (identified as the basement Lobby in Figure 18). The west hallway wall is concrete block, marking what was likely originally an exterior wall. To the east is a series of rooms accessed from a second hallway, which jogs around the irregularly shaped Harbor Chief's office (Figure 28) and then turns north (Figure 29). As is typical throughout the building, the Harbor Chief's office is simple, with flush florescent lights, drop ceiling tiles, and linoleum flooring. There is a window with an unpainted wood frame, and narrow matching wood baseboard and unadorned molding. The Detective's office (Figure 28), in the southeast corner, has the same finishes, although it is larger.

ESA 2023

Figure 28
Left: looking east into the second basement hallway with a view of the Harbor Chief's office to the right. Right: looking southeast into the Detective's office.

The Interview room, as identified in Figure 18, has been converted to an office with the same features as the Harbor Chief's and Detective's offices. Just outside the entry to the Records room are two doorframes in the hallway, creating a sort of small entry to Records and the Meeting room (seen in Figure 29). These three spaces have low-pile carpet, which creates further demarcation between the different areas. Records (Figure 30) has the same simple finishes as the other basement spaces, and primarily contains floor-to-ceiling metal storage racks for boxes. The Meeting room generally serves as space for trainings and small meetings, as well as some storage space.

ESA 2023

Figure 29
Left: looking north in the second basement hallway with the converted office door to the left and Meeting room beyond center. Right: looking southwest in the Meeting room; the window to the left looks from Records into the converted office and the door right center leads to Storage.

ESA 2023

Figure 30
Left: looking west into Records. Right: looking north-northeast in the Meeting room.

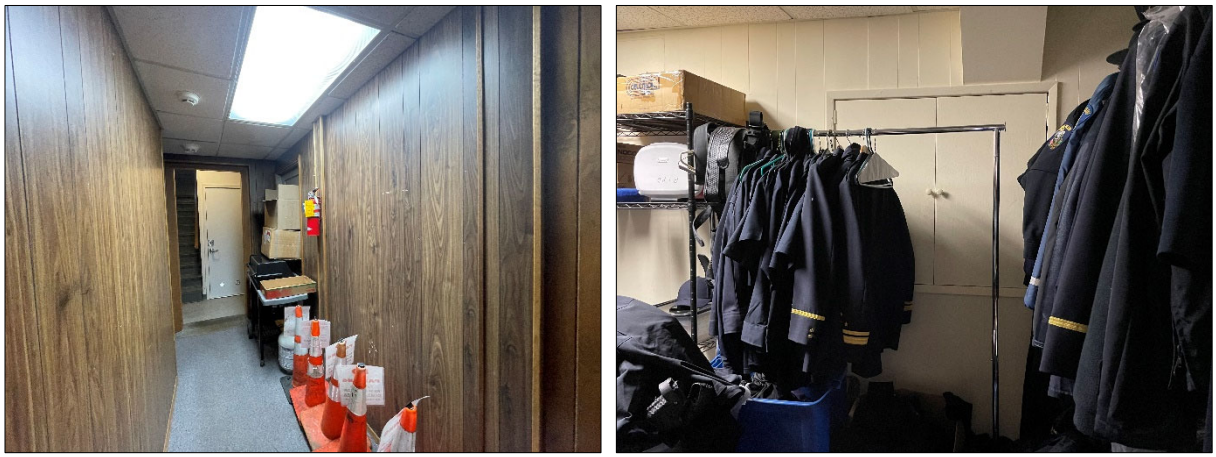
The Storage room (Figure 31) is unfinished, with exposed framing. The northwest corner of the room has wood shelving built into the walls, and the northeast corner – which has a partial CMU wall – currently serves as the server room.

ESA 2023

Figure 31
Left: looking northwest in basement Storage; the staircase base is visible center, behind the studs. Right: looking generally north in the northeast corner of basement Storage.

The west side of the basement can be accessed from an exterior door on the south elevation, as well as from the staircase off the Patrol Bullpen (see Figure 22 and Figure 27). As in the other side, the staircase and exterior door are generally aligned, creating a straight hallway (Figure 32). Here, the hallway has wood paneling, low pile carpet over poured concrete, and acoustic ceiling tiles. A Storage room to the west (Figure 32 and Figure 33) contains a variety of equipment stored on metal shelving units. Near the

northwest corner of the room are two circuit breakers set in a plywood built-in cabinet, visible behind the coatrack in Figure 32.



ESA 2023

Figure 32
Left: looking north in the hallway from the exterior door toward staircase (partially visible, left background). Right: looking west in the west Storage room.

The east Storage room (Figure 33) is used to store the police force's bikes. The current entry is located at the south end of the room, although a second door at the north end (Figure 33, left) has been blocked off by boxes in the hallway (middle ground right in Figure 32). The door still appears to be usable, although not in use and is blocked by boxes. A tag by the door (in the hallway) reads "Dressing Room." Along the south wall, near the entry, is a flush built-in beadboard door that provides access to a fire alarm (Figure 34), which appears to be, if not original, then at least historical.

ESA 2023

Figure 33
Left: looking south in the west Storage room. Right: looking north in the east Storage room.

ESA 2023

Figure 34
Left: looking southwest in east Storage at a built-in containing a fire alarm (right).

Generally centered on the east wall (of the east Storage room) is a door made of metal panels that leads to the Mechanical room (Figure 35). This room is unfinished, with exposed framing and concrete, with PVC pipes running through the space, a water heater, and the base of the brick pillar that extends through the building.

ESA 2023

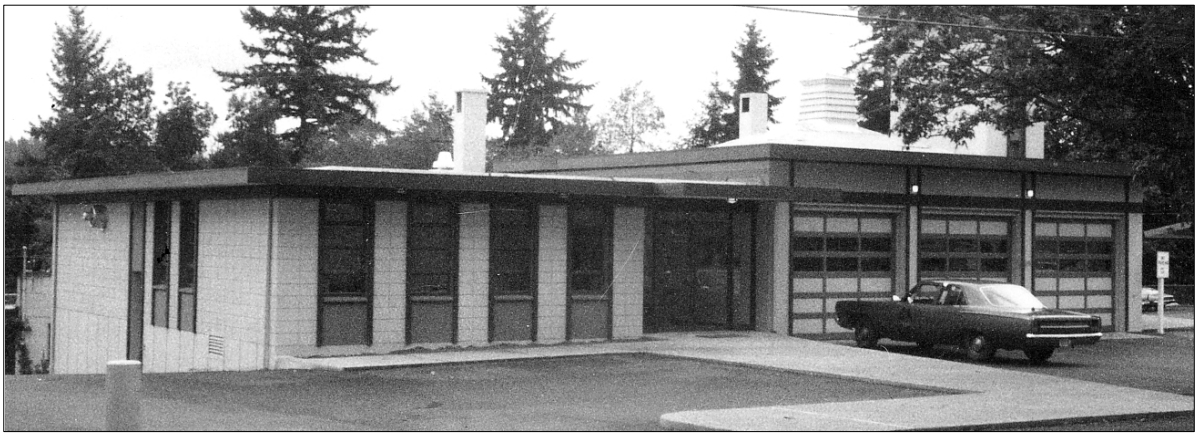
Figure 35
Left: door to Mechanical room. Right: looking northeast in Mechanical room.

4.2 Changes through Time

As described in previous sections, there have been multiple changes to the building at 625 Winslow Way E. The ca.1950s iteration of the building, seen in Figure 36, shows a very simple structure constructed of CMU. The primary north façade is primarily taken up with three large bays for the fire trucks. Although all of the bays are open, there appears to be doors attached to the east side. Attached signage reads "FIRE STATION" centered above the bays, with lighting on either side. The hip-on-flat roof with small tower was the same as it appears today, although there is what appears to be a small chimney near the northwest corner. A ca.1960s photo (Figure 36) suggests some slight changes. There is an overhead door in the visible bay, and the signage is painted. The top of the tower – which also has painted signage – does not have the horizontal cap that is currently present.

Source: Bainbridge Island Fire Department, personal communication 2023

Figure 36
Left: fire department volunteer members outside 625 Winslow Way E, ca. 1950s.
Right: children sitting on fire truck outside 625 Winslow Way E, ca. 1960s.



Source: Best 2011

Figure 37
625 Winslow Way E in 1984, looking southwest.

The most significant change to the building occurred in 1968/1969, when a large addition on the east was constructed. The Town undertook this work as a part of the conversion of the building from a fire station to a combined municipal building, adding the town hall and police department. Historic photos (Figure

37) from after the addition show the garage bays were retained, although wood detailing between and above was added along with a parapet (presumably to match the roofline of the addition) to the original building and the tower. Although the building generally appears as it does today, with the exception of the bay door infill. Figure 37 shows the east side of the building had fewer windows; the two southern vertical bands and windows post-date the addition. Although unconfirmed, records indicate that the interior layout of the original building did not significantly change with this addition, as it still housed the fire department until the 1978 relocation.

Although not constructed as a clock tower, there is currently a clock installed on the west side of the tower. Research for this project did not determine a precise date for the installation of the clock, but historic images do provide some illumination. An aerial view of Winslow (Figure 38) on file with the City is undated, but there is no clock on the building. Based on the presence (or lack thereof) of other buildings present, the photo was taken between 1971 and 1973.[2] Other photographs that do show the clock also include police cars of make/models produced in the early 1990s and predate 2000. Presumably, then, the clock was likely installed in the 1970s or 1980s.

Source: City of Bainbridge Island n.d.

Figure 38
An aerial view of Winslow from between 1971 and 1973, looking east.

[2] In the photo, 150 Madrone Lane N can be seen, which was built in 1971. However, the nearby building at 118 Madrone Lane N was not yet constructed at the time of the photo, and it was built in 1973 (Kitsap County 2023b).

The precise date of the bay door infill has not been determined. A photo on file with BIFD (Figure 39) named by the department "police station circa 1990s (maybe)" shows the infill, although a few other features help more precisely date the image. There were some relatively modest alterations in the 1990s (see Table 1). In 2000, the City Hall relocated to a new dedicated City Hall building on Madison Avenue, and the subject building was subsequently renovated to serve solely as the police station. Historic images indicate that most, if not all, of the alterations were interior. There have been some additional changes; Table 1 lists permits on file with the City of Bainbridge Island for the building dating from 1981.

Source: Best 2011

Figure 39
625 Winslow Way E ca.1990s, looking southwest.

TABLE 1
BUILDING PERMITS

Permit Submitted	Description of Work	Permit No.
June 5, 1981	**BANKER BOXES. Parking lot	SPR06-05-81-1
March 19, 1993	Remodel Restrooms for handicap accessibility	2956
March 10, 1995	3/10/1995, Rob Garwood, 625 Winslow Way East. Expand City Hall by placing a 32'x10' wheeled trailer as a temporary addition over present asphalt paving thereby eliminating one parking space.	CUP03-10-95-1
March 13, 1995	Placement of Mobile Office Trailer	3957
January 7, 2000	CITY OF B.I. POLICE DEPT. AL renovation of existing police and city hall	7698
August 27, 2010	COBI / POLICE DEPT - Reroof flat membrane roof - no expansion - no structural changes - no eqpt being removed or replaced	BLD16531REF
April 30, 2013	COBI POLICE STATION WSA. Adding a new Eye Wash station	WSA18694
October 23, 2013	COBI POLICE MEC [mechanical]. Remove and Replace 3 existing Heat Pumps and Air Handlers. 1 at City Hall and 2 at COBI Police Department	BLD19027MEC
March 22, 2017	Reconfigure existing bathroom located upstairs.	BLD22235

Source: City of Bainbridge Island 2023; COBI – City of Bainbridge Island

4.3 International Style

The current building is a simple iteration of the International style, which has its roots in Bauhaus and European architects from the period between World Wars I and II. The original building, however, was a relatively simple, utilitarian structure and elements of the International style were not added until the 1968/1969 addition.

Bauhaus designers experimented with new materials and also attempted to create buildings that were "independent of specific materials, sites or cultural tradition," as they considered regional differences one of the causes of World War I (Weston 2002:52). These new materials allowed buildings to have a (usually metal) internal skeleton, freeing the walls "simply to enclose a volume or architectural space" and allowed for more freedom in window placement. More modest buildings used concrete as a structural system (McAlester 2015:617). International style buildings typically feature façades without ornamentation, large window groupings that are often linear, flat roofs, and asymmetric footprints. White stucco is a common wall surfacing, in part due to the simplicity but also because it could be produced anywhere (McAlester 2015:617-621). Although not a specific goal of the style, it could an economical design, given the simplicity of design and ubiquity of materials.

5. ARCHITECT / BUILDER

The original fire station was constructed by the Lidral Construction Company and the 1968/1969 addition was designed by architecture firm Rudolph and Associates.

5.1 Lidral Construction Company

The Lidral Construction Company was owned and operated by John Frank Lidral. Lidral was born on July 27, 1888 in Algoma, Wisconsin to Frank and Mary Lidral (U.S. Census Bureau 1910; U.S. Selective Service System 1942). He graduated from the University of Wisconsin-Madison in 1911 with a degree in civil engineering (University of Wisconsin-Madison 1911). After graduating, Lidral moved to Seattle and formed a partnership with fellow Wisconsinite Matthew P. Zindorf; however, the partnership of Zindorf & Lidral was short-lived (Peterson 2018). In 1917, Lidral formed a general contracting firm with Marcus B. Arvesen (*Seattle Times* 1962). The partnership lasted until Arvesen's death in 1923.

After this, Lidral continued general contracting work under the name "Lidral Construction Company" with an office in the Alaska Building in Seattle (*Seattle Union Record* 1926). Lidral Construction Company built the Green Lake Theatre at 71st Street and Woodlawn Avenue in Seattle (currently La Escuelita Bilingual School, 7107 Woodlawn Avenue NE) as well as numerous stores, residences, small apartment buildings, and office buildings (Peterson 2018; *Seattle Times* 1937). Lidral and his wife Edna lived on Bainbridge Island from about 1932 until Lidral's retirement in 1956 when he and his wife moved to Nordland in Jefferson County (*Seattle Times* 1962). John Lidral died on April 18, 1962 in Seattle at the age of 73 (*Seattle Times* 1962).

5.2 Rudolph and Associates

John Harrison Rudolph was born on August 14, 1926 in Essex Falls, New Jersey to Jean Henry Rudolph and Edith Pierson Rudolph (*Bainbridge Island Review* 2003). Rudolph graduated from Princeton University in 1951 with a degree in architecture and worked for several years at the Olmsted firm in Boston (*Bainbridge Island Review* 2003). Rudolph and his wife, Natalie, moved to Bainbridge Island in 1954 where Rudolph established the first architecture firm on the island, Rudolph and Associates (*Bainbridge Island Review* 2003).

Rudolph designed the Bainbridge Library, which opened in 1962, and the Poulsbo Library a few years earlier (Averill 2012). Rudolph also contributed to the design of many Bainbridge Island parks including Battle Point Park, Strawberry Hill Park, Manzanita Park, Eagledale Park, and Strawberry Plant Park (today, John Nelson Park; *Bainbridge Island Review* 2003). Rudolph and fellow architect Otis E. Hancock had an office in the Madison Building in Winslow in the late 1960s. John Rudolph died in 2003 at the age of 77 (Averill 2012; *Bainbridge Island Review* 2003).

Otis E. Hancock was born on November 11, 1893 in Duluth, Minnesota (PCAD 2023). Hancock came to Seattle in 1907. He worked as a draftsman for several Seattle architecture firms in the early 1920s before becoming a partner at Hancock and Lockman and establishing his own firm, Otis Hancock & Associates

in Seattle where he lived and worked into the 1950s (PCAD 2023). Later in life, Hancock moved to Bainbridge Island with his wife, Louise (*Seattle Post-Intelligencer* 1972). He worked with John Rudolph to renovate the fire station on Winslow Way E in the late 1960s. Hancock died on Bainbridge Island in 1972 at the age of 78 (*Seattle Post-Intelligencer* 1972).

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Appendix A
Kitsap County Historic Property Record Card

1306588

26-25-2E

3-100-2008

09/28/2001

Summary Report

Estimate Number : 2366
Business Name : CITY HALL

Parcel Number : 262502-3-100-2008
Process Number : 1306588

Section 1

Occupancy	**Class**	**Height**	**Rank**
100% Office Building	Masonry bearing walls	10.00	2.0

Total Area : 3,773
Number of Stories (Section) : 1.00
Perimeter : 268

Basement	**Type**	**Area**	**Depth**	**Rank**
Office Building	Finished	3773	10.0	2.0

Number of Levels : 1
Shape : 2.00

Cost as of 07/2001

Basic Structure	**Units/%**	**Cost**	**Total**
Base Cost	3,773	50.24	189,556
Exterior Walls	3,773	16.04	60,519
Heating & Cooling	3,773	2.91	10,979
Basic Structure Cost	3,773	69.19	261,054
Basement			
Finished Basement	3,773	48.71	183,783
Heating & Cooling	3,773	2.92	11,017
Building Cost New	3,773	120.82	455,854
Less Depreciation			
Physical & Functional	25.0%		113,964
Depreciated Cost	3,773	90.61	341,890
Rounded to Nearest	1,000		342,000

Remarks Section 1:
TINA

PLOT & BLDG. SKETCH
KITSAP CO. ASSESSOR - COMMERCIAL DEPT.

Winslow City Hall

ACCT: 262502-3-100-2008

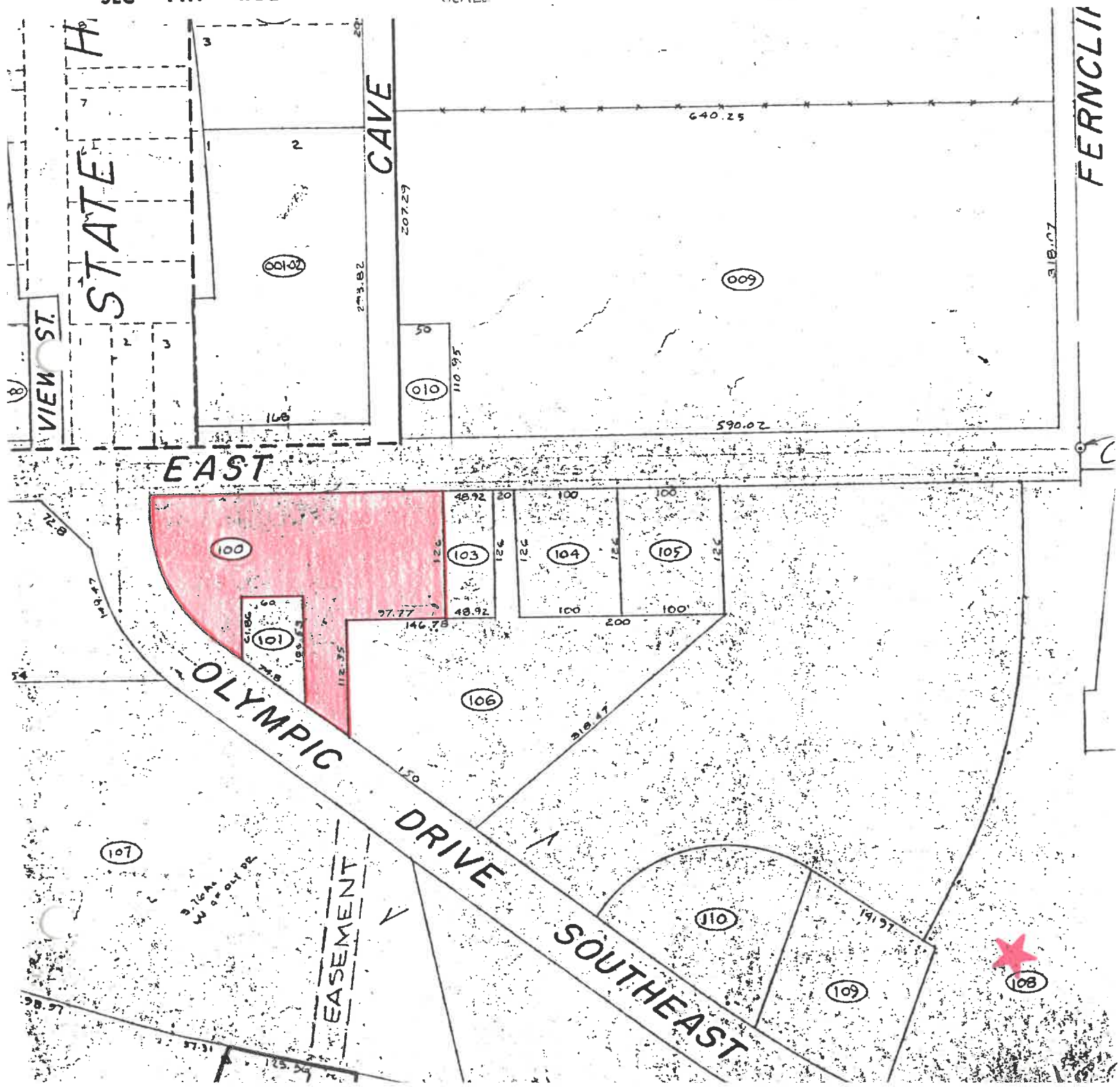
BLDG. s.f. 3773 + 3773 bsmt

LAND AREA: 35,300

LIMITATIONS: Comm'l

LEVY CODE: 0215

26 SEC 25 TWP 2E RGE 1" = NOT TO SCALE



ADMINISTRATIVE INFORMATION

PARCEL NUMBER
262502-3-100-2008

Parent Parcel Number

Property Address
625 WINSLOW WAY E

Neighborhood
8303401 Downtown Winslow

Property Class
670 670- Governmental services

TAXING DISTRICT INFORMATION

Jurisdiction	018
Area	001
District	0215
Section & Plat	26252E3

Site Description

Topography:

Public Utilities:
Water, Sewer, Electric

Street or Road:
Paved

Neighborhood:

Zoning:
BOZ-1

Legal Acres:
0.8200

OWNERSHIP

BAINBRIDGE ISLAND CITY OF

Tax ID 1306588

Printed 05/01/2003 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date

PT OF GOVT LOT 3 DAF, THE N 100FT OF FOLG START AT NE COR OF GOVT LOT 3 TH
N89*29'30W 758.52FT TH S0*30'30W 30FT TO TPOB TH
S0*30'30W 206.53FT TH N52*50'W

COMMERCIAL

VALUATION RECORD

Assessment Year		01/01/1997	01/01/1998	01/01/1999	01/01/2000	01/01/2001	01/01/200	01/01/2003
Reason for Change		CV	CV	CV	CV	CV	C	CV
VALUATION	L	397500	457120	457120	548550	548550	548550	548550
0	B	316800	316800	316800	380160	380160	380160	380160
	T	714300	773920	773920	928710	928710	928710	928710
VALUATION	L	0	0	0	0	0	0	0
0	B	316800	316800	316800	380160	380160	380160	380160
	T	316800	316800	316800	380160	380160	380160	380160

LAND DATA AND CALCULATIONS

	Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1	Commercial					548550.00	0.00		0 L 0%	548550

40: Marshall Swift
Date: 10/24/1995 Id: CM36 Bldg #: 01
TINA
45: Land
Date: 10/24/1995 Id: CM36
POLICE DEPT
50: Building
Date: 05/29/1990 Id: CM02 Bldg #: 01
****
55: Appraisal
Date: 05/04/2000 Id: MG01
COMMERCIAL ANNUAL UPDATING
Date: 07/13/1998 Id: MG01
ANNUAL UPDATING
Date: 10/24/1995 Id: CM36
REVAL
Date: 05/13/1994 Id: CM00

Supplemental Cards

TRUE TAX VALUE 548550

Supplemental Cards
TOTAL LAND VALUE

IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS

ROOFING

FRAMING

	B	1	2	U
F Res	3773	3773	0	0

FINISH

	UF	SF	FO	FD
B	0	0	0	3773
1	0	0	3773	0
Total	0	0	3773	3773

HEATING AND AIR CONDITIONING

B	1	2	U

P Key	GCM24	GCM25
#Units		
AVSize		
Floor	B	1
Perim	246	268
PAR	5	5
Height	10	10
Use	GENOFF	GENOFF
Use SF	3773	3773
Use %	100.00%	100.00%
Rate	0.00	0.00
Fr Adj	0.00	0.00
WH Adj	0.00	0.00
Ot Adj	0.00	0.00
BASE	0.00	0.00
BPA %	0%	0%
Subtot	0.00	0.00
U Fin	0.00	0.00
Ot Adj	0.00	0.00
IntFin	0.00	0.00
Div W	0.00	0.00
Lightg	0.00	0.00
AirCon	0.00	0.00
Heat	0.00	0.00
Sprink	0.00	0.00
SF Pr	0.00	0.00
x SF	0	0
Subtot	0	
Plumb	0	
SpFeat	0	
ExFeat	0	
TOTAL	0	
Qual/Gr	Avg	
RCN	0	
Use Dep	0/ 0	0/ 0

SPECIAL FEATURES

Description	Value
C : Remod 1982	

SUMMARY OF IMPROVEMENTS

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
C	GENOFF	0.00		Avg	1969	1978	AV	0.00	N	0.00	7546	0	0	0	0	100	0

Data Collector/Date CM36 10/24/1995

Appraiser/Date CM36 10/24/1995

Neighborhood Neigh 8303401 AV

Supplemental Cards

TOTAL IMPROVEMENT VALUE

COMMERCIAL RECAP SHEET

REVAL.

PHYSICAL INSPECTION DATE 5-22-90 ACCOUNT # 262502-3-100-2008 ASSESSMENT YEAR 1990-4 PROCESS # 1306588

NAME OF FACILITY Winslow City Hall ~~TENANT~~/OWNER??

ADDRESS Winslow Way East, Bainbridge Island

OWNER City of Winslow MANAGER Pamela Carter

TEL # _____ TEL # 842-1211

NO OF BLDGS. (1) office

TYPE: _____ CLASS: C QUALITY: Avg CONDITION: Avg SIZE: 3773 ✗
+ 3773 ✗

Lot fin Unit total

SQ FT RENTABLE AREA 3773 ✗ + 3773 ✗ = 7546 ✗

(A) (P) GI _____ MONTHLY _____ $/S.F./YR. _____

LAND CHARACTERISTICS: ZONING: Comm'l

35,300 ✗

AND VALUE 35,300 ✗ X $10 x .90 (location) = $317,700 R/T $318,000

APPRAISAL SUMMARY:

	$/UNIT	TOTAL
COST:	$80.31	$606,000
MARKET: DIRECT SALES COMPARISION		
GIM		
INCOME:		

ASSESSMENT:	PREVIOUS	CURRENT
BUILDING:	$257,300	$288,000
LAND:	$317,000	$318,000
TOTALS:	$574,300	$606,000

REMARKS: CB

FIELDMAN #CM 02

NAME: Debbie

REVISED 7/86

INCOME APPROACH TO VALUE

#OF UNITS	TYPE	ACTUAL BASE	ACTUAL INCOME	MARKET BASE	MARKET POTENTIAL

_____ TOTALS $_____ $_____

	ACTUAL	POTENTIAL
INCOME:	$_____	$_____
LESS V/C @ _____%	_____	_____
EFFECTIVE GROSS INCOME	$_____	$_____

EXPENSES:	(A)	(P)			
MANAGEMENT	_____	5	%		
UTILITIES:					
WATER	_____		%		
SEWER	_____		%		
GARBAGE	_____		%		
ELECTRICAL	_____		%		
_____	_____		%		
_____	_____		%		
MAINTENANCE	_____		%		
INSURANCE	_____		%		
TOTAL EXPENSES	_____		%	_____	_____
NET OPERATING INCOME:				_____	_____
OVERALL RATE				_____	_____
INDICATED VALUE:				_____	_____
ROUNDED TO				$_____	$_____

.....

MARKET APPROACH TO VALUE
(GRM)

	ACTUAL	MARKET
TOTAL INCOME:	_____	_____
GROSS RENT MULTIPLIER	X _____	X _____
INDICATED VALUE:	_____	_____
ROUNDED TO	$_____	$_____

Parcel Number : 262502-3-100-2008
Taxpayer/Owner : WINSLOW CITY HALL
Situs/Location : 625 WINSLOW WAY EAST
City/Town : WINSLOW, WA. 98110
Surveyed by : CM02
Date of Survey : 05/22/90
Year Built : 1969/1982
Actual Age : 21/08

Occupancy: Office
Floor Area: 3,773 square feet
Class: Masonry
Cost rank: Average
Cost as of: 1/90

Number of stories: 1.0
Average story height: 10.0 feet
Effective age: 20 years

Heating and Cooling:
Forced Air Unit..... 100%
Other features:

	Units	Cost	Total
Basic structure cost.....	3,773	48.16	181,708
Basement:			
Finished Basement.....	3,773	36.37	137,224
Building Cost New.....	3,773	84.53	318,932
Extras:			
BLKTP. PAVING.....	25,400	0.90	22,860
OSI-CONC.,LANDSCAPING.....			5,000
Subtotal.....			27,860
Replacement Cost New.....			346,792
Less Depreciation:			
Physical and Functional.....	<17.0%>		<58,954>
Depreciated Cost.....			287,837
Miscellaneous:			
Land			318,000
Total.....			605,837
Rounded to nearest $1,000			606,000

Cost data by MARSHALL and SWIFT

TALKED WITH PAM CARTER OF PLANNING/BLDG. DEPT. NO CHANGES
OR PROBLEMS SINCE LAST REVAL.

Save Profile Number: 47
Comment: 262502-3-100-2008
Occupancy Description: <Default>
Base Date: 1/90
Adjustment Factor: 1

GI 1:	Parcel Number	: 262502-3-100-2008
GI 2:	Taxpayer/Owner	: WINSLOW CITY HALL
GI 3:	Situs/Location	: 625 WINSLOW WAY EAST
GI 4:	City/Town	: WINSLOW, WA. 98110
GI 5:	Surveyed by	: CM02
GI 6:	Date of Survey	: 05/22/90
GI 7:	Year Built	: 1969/1982
GI 8:	Actual Age	: 21/08

CO 1:	Occupancy Number	344	Office
CO 2:	Class	C	Masonry
CO 3:	ZIP Code	98110	Loc Mult: 1.10 Region 1 Climate 3
CO 4:	Rank	2	Average
CO 5:	Total Floor Area	3773	Architect: 6.5%
CO 6:	Perimeter or Shape	268	
CO 7:	Number of Stories	1	
CO 8:	Story Height	10	
CO 9:	Effective Age	20	Depreciation: 17.0%
CO10:	Heating and Cooling	03	Forced Air Unit
CO11:	Elevator(s)		
12:	Sprinklers		

Land	318000	Extra:
Site Improvements		Extra:
Physical Depreciation		Extra:
Functional Depreciation		Extra:
Locational Depreciation		Extra:
SF Finished Basement	3773	Extra:
SF Unfinished Basement		Extra:
SF Mezzanine		Extra:
SF Balcony		Extra:
Rounding Value ROU	1000	Extra:
Extra:		Extra:
Extra:		Extra:
Extra:		Extra:
Extra:		Extra:
Extra:		Extra:

	Description	Cost	Options
AD 1:	BLKTP. PAVING	$25400 @ .90	
AD 2:	OSI-CONC.,LANDSCAPING	$5000	

RE 1:TALKED WITH PAM CARTER OF PLANNING/BLDG. DEPT. NO CHANGES
RE 2:OR PROBLEMS SINCE LAST REVAL.

LAND COMPARISON SHEET

Wind. Lo Way

BE# _____

	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3
IDENTIFICATION		262502-3-024-2001	4109-000-002-000	
SITUS		141 Windlow Way	Windlow Way E.	
DISTANCE				
DATE OF SALE		6-88	6-88	
AMOUNT OF SALE		$ 400.000	$ 190.000	
TREND		-	-	
TRENDED VALUE		-	-	
IMPROVEMENT VALUE		$ 295.000	-	
LAND VALUE		$ 105.000	$ 190.000	
SIZE: ~~(AC)~~ ~~(FF)~~ ~~(SITE)~~ (SQ FT)		9352 ☒	22.918 ☒	
AMOUNT PER UNIT		$ 11.23 / ☒	$ 8.29 / ☒	
1. LOCATION				
2. TOPOGRAPHY				
3.				
4.				
COMPOSITE TOTAL ADJUSTMENT				
ADJUSTMENT $				
ADJUSTED UNIT VALUE				

INDICATED VALUE PER sq. ft $ 10.00

INDICATED LAND VALUE OF SUBJECT $ _____

COMMERCIAL RECAP SHEET

450

DATE 6/84 ACCOUNT NO. 262502-3-102-2006 100-2008 L/C 0215

NAME OF FACILITY City Hall - Winslow

ADDRESS Winslow Way East

OWNER _____ MANAGER _____

TEL # _____ TEL # _____

NO. BLDGS _____ TYPE Office use - totally - conversion

NO. 1 BR ~~of fire station~~

NO. 2 BR _____

NO. 3 BR _____

NO. ROOMS _____ NO. UNITS _____

SQ FT (RENTAL AREA) 3773 ft upper - Rent 3773 ft

(A)(P)GI _____ _____ _____

(gross) (monthly) (per s.f.)

AMENITIES _____

LAND DESCRIPTION Level to Sloping, Dual Bl. Acc. R/T

LAND VALUATION 9.CP 100 = 13900 ft 125,100 = 125,000
X 102 = 21,400 ft = 192,600 = 192,000

APPRAISAL 317,000

COST: 574,300

MARKET: UNIT COMPARISON _____

GIM _____

INCOME: _____

ASSESSMENT:

100 102

BUILDING 241,000 + 16,300 = $ 257,300

LAND 125,000 + 192,000 = $ 317,000

TOTAL REAL ESTATE 366000 + 208300 = $ 574,300

PERSONAL PROPERTY _____

TOTAL VALUE _____

REMARKS: _____

Kitsap Comm 19 (rev 7-79)

262502 - 3-100-20 3-102-20 451

CALCULATOR COST FORM

For subscribers using the **MARSHALL VALUATION SERVICE** *Calculator Cost Method*

SQUARE FOOT COSTS

1. Subscriber making survey #14 - Terry Date of survey 5/84
2. Name of building City Hall - Winslow Owner Same
3. Located at Winslow Way East

	SECTION I	SECTION II	SECTION III	SECTION IV
4. Occupancy	offices 15/18	Rents		
5. Building class and quality	Cls C Qual. FAIR	Cls C Qual. FAIR	Cls ___ Qual. ___	Cls ___ Qual. ___
6. Exterior wall	CONC. BLK	CONC. BLK		
7. No. of stories & height per story	No. 1 Ht. 10	No. 1 Ht.	No. ___ Ht. ___	No. ___ Ht. ___
8. Average floor area	3773 ↔	3773		
9. Average perimeter	268 ↔			
10. Age and condition	Age 15 Cond. Avg	Age ___ Cond. ___	Age ___ Cond. ___	Age ___ Cond. ___

EL 45
EA 15

	SECTION I	SECTION II	SECTION III	SECTION IV
11. **Base Square Foot Cost**	$37.65	27.28		

SQUARE FOOT REFINEMENTS

12. Heating, cooling, ventilation. . FA. VS. FA.	—	—		
13. Elevator deduction	-$.75			
14. Miscellaneous				
15. Total lines 11 through 14	$36.90	27.28		

HEIGHT AND SIZE REFINEMENTS

16. Number of stories-multiplier	—	—		
17. Height per story-multiplier (see Line 7)	.953	.928		
18. Floor area-perimeter multiplier (see Lines 8 and 9)	1.007	1.007		
19. Combined height and size multiplier (Lines 16 x 17 x 18)	.9597	.934		

FINAL CALCULATIONS

	SECTION I	SECTION II	SECTION III	SECTION IV
20. Refined square foot cost (Line 15 x Line 19)	$35.41	$25.49		
21. Current cost multiplier (Sect. 99 p. 3)	1.10	1.10		
22. Local multiplier (Sect. 99 p. 5 and 6)	1.09	1.09		
23. Final sq. ft. cost (Line 20 x Line 21 x Line 22)	$42.46	$30.57		
24. Area (Back of this form)	3773 ✓	3773		
25. Line 23 x Line 24	$160,197	+ 115,326	= 275,523	
26. Lump sums (Line 32)			E320	
27. **Replacement Cost** (Line 25 + Line 26)			279,843	
28. Depreciation % (Sect. 97)			- 14%	
29. Depreciation amount (Line 27 x Line 28)			-39,178	
Depreciated Cost (Line 27 – Line 29)			240,665	

R/T $241,000.

TOTAL OF ALL SECTIONS

31. Replacement cost _____ Depreciated cost _____ Insurable value _____

See back of this form for drawings and area and insurable value calculations.

452

Calculations: 3-102-2006 = 69 BlKtp 21400# x.35 x1.07 x .75 = R/T 16,300
69/2 BlKtp parking 4000#sq/c x1.25 x 1.08 x 80 = 4320
OSI Flagpole, conc. wlks, Landscaping & slash 9000
8320

Lump sum (Sprinklers, elevators, etc.)	
32. . . . . Total	

Insurance Exclusions (Section 96)	SECTION I	SECTION II	SECTION III	SECTION IV
33. Basement excavation.				
34. Foundation below ground				
35. Piping below ground				
36. Architect's plans and specifications.				
37. Total % exclusions (Lines 33 through 36).				
38. Replacement or depreciated cost (Line 27 or 30).				
39. Excluded amount (Line 37 x Line 38)				
40. **Insurable Value** (Line 38 – Line 39)				

Notes: 1

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Land Comparison

Winslow Way as of 1/1/84

Winslow Way as of 1-1-84

	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4
IDENTIFICATION		4119-000-007-0003	262502-3-024-2001	262502-3-105-2003	
SITUS		Madison Ave. No.	Winslow Way	Winslow Way	
DISTANCE		now Jiffy Mart	Childers Clothing Store	Old Home w/public parking	
DATE OF SALE		6-16-80 42 mo.	12-28-82 12 mo.	6-18-79 54 mo.	
AMOUNT OF SALE		$108,000	$350,000	$150,000	
TREND		1.21	1.06	1.27	
TRENDED VALUE		$130,680	$371,000	$190,500	
IMPROVEMENT VALUE		0	273,000	25,800	
LAND VALUE		$130,680	$ 98,000	164,700	
SIZE: (AC) (FF) (SITE) (SQ FT)		16,400 $	9352 $	12,600 $	
AMOUNT PER UNIT		$ 7.97	$10.48	$13.07	
1. LOCATION		No. of Winslow Way Poorer	Central Core Area	Near City Hall	
2. TOPOGRAPHY		Level to Street	Street Level Entrance	Slope dn. From Rd. grade	
3. Facilities		S.W.P	S.W.P.	S.W.P.	
4.					
COMPOSITE TOTAL ADJUSTMENT		+.10			
ADJUSTMENT $		.80 $			
ADJUSTED UNIT VALUE		$ 8.77	$10.48	$13.07	

Indicated Value per Sq.Ft. = $9.00

4/84

4/84

COMMERCIAL RECAP SHEET

DATE 1/90 ACCOUNT NO. 262502-3-100-2008 & 102-2006

NAME OF FACILITY CITY HALL

ADDRESS CORNER WINSLOW WAY & OLYMPIC DR SE

OWNER TOWN OF WINSLOW MANAGER

TEL # TEL #

NO. BLDGS 1 TYPE OFFICES / FIRE STATION

NO. 1 BR

NO. 2 BR

NO. 3 BR

NO. ROOMS NO. UNITS

SQ FT (RENTAL AREA) 1632 ϕ OFFICE, 2141 ϕ FIRE STATION, 3773 ϕ BSMT = 7546 ϕ

(A)(P)GI

(gross) (monthly) (per s.f.)

AMENITIES

LAND DESCRIPTION LEVEL TO SLOPING, DUAL BT. ACC.

LAND VALUATION $6.50 X 100: 13,900 ϕ 102: 21400 ϕ = 91,740 141,240 ϕT 91,700 141,200

APPRAISAL

COST:

MARKET: UNIT COMPARISON

GIM

INCOME:

ASSESSMENT:	100	102	
BUILDING	195,000	—	$195000
LAND	91,700	141,200	232,900
TOTAL REAL ESTATE	286,700	141,200	427,900
PERSONAL PROPERTY			
TOTAL VALUE			

REMARKS:

Kitsap Comm 19 (rev 7-79)

Appendix B
Research Notes

While developing the response to the City's Request for Proposals, ESA identified the following sources of information, with the intention of fully reviewing the documents after receiving the Notice to Proceed:

- Bainbridge Island Historical Museum
- Bainbridge Island Fire Department
- Bainbridge Island Police Department
- Bainbridge Island Planning and Community Development Department

After receiving Notice to Proceed, ESA contacted these institutions via email as documented in the table below. Materials received in response to these research requests are identified below and have been uploaded to the shared Dropbox account set up by the City of Bainbridge Island for the Project. In addition, ESA utilized resources provided by the City of Bainbridge Island, ESA's research library, regional library systems, online repositories for local newspapers, and other online resources as appropriate. Online resources included: *Seattle Times* and *Bainbridge Island Review* archives; Paul Dorpat's "Now & Then"; Bainbridge Island Japanese American Community; Washington State Department of Archaeology and Historic Preservation; and Winslow Way Storefront History.

Date	Subject Line	From:	To:	Cc:	Attachments/Materials received
9/6/2023	Research inquiry for archives relating to former fire station building at 625 Winslow Way E	Kate Hannah, ESA	Bainbridge Island Fire Department (BIFD)	Meagan Scott, ESA	N/A
9/6/2023	RE: Research inquiry for archives relating to former fire station building at 625 Winslow Way E	Janine Courtemanche, BIFD	Kate Hannah, ESA	Tacey Peterson, BIFD	• Photograph, "Children in fire truck outside fire department, undated" • Photograph, "Group photo outside fire station, undated"
9/6/2023	Research inquiry for archives relating to police department building at 625 Winslow Way E	Kate Hannah, ESA	Bainbridge Island Police Department (BIPD)	Meagan Scott, ESA	N/A
9/7/2023	RE: Research inquiry for archives relating to police department building at 625 Winslow Way E	Barbara Burns, BIFD	Kate Hannah, ESA	None	• Photograph, "Image" ["1969" stamped in concrete in doorway of building] • Photograph, "Police Station Circa 1970s" • Photograph, "Police Station Circa 1990s (Maybe)" • Photograph, "Police Station" • PDF document, "Source 11 Article in Inside Bainbridge by Sarah Lane 2-19-12"
9/6/2023	Research request Bainbridge Island Police Department	Kate Hannah, ESA	Lillian Xie, Bainbridge	Meagan Scott, ESA	N/A

Date	Subject Line	From:	To:	Cc:	Attachments/Materials received
	building (625 Winslow Way E)		Island Historical Museum		
9/12/2023	RE: Research request Bainbridge Island Police Department building (625 Winslow Way E)	Kate Hannah, ESA	Lillian Xie, Bainbridge Island Historical Museum	Meagan Scott, ESA	• Audio recording, “44a don beach, history of the fire department, Nov. 13, 1982” • PDF document, “Callaham family scrapbook” • Audio recording, “Chuck Callaham Oral History 2019” • PDF document “L93” [Souvenir Historical Manual from Bainbridge Island Volunteer Fire Department, 1958]
9/30/2023	Research inquiry for archives relating to building at 625 Winslow Way E	Kate Hannah, ESA	Bainbridge Island Planning & Community Development (PCD)	Meagan Scott, ESA	N/A
9/30/2023	RE: Research inquiry for archives relating to building at 625 Winslow Way E	Marlene Schubert, Bainbridge Island PCD	Kate Hannah, ESA	Meagan Scott, ESA	None

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:30 PM) Authorize the City Manager to Execute a Construction Contract Award to Redside Construction in Support of the Winslow Water Tank Replacement Project, and Prepare a Financing Plan for the Winslow Water Tank Estimated Costs - Public Works,

SUMMARY: Staff is requesting that the City Council authorize the City Manager to award the Winslow Water Tank Replacement project construction contract to the apparent low bidder, Redside Construction, in the amount of $16,197,199.20.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: I move to authorize the City Manager to enter into a construction contract with Redside Construction in the amount of $16,197,199.20 for the Winslow Water Tank Replacement project construction contract, in substantially the form as included with this agenda item, and authorize the City Manager to being preparing a financing plan to support the estimated cost of the project.

COMMUNITY ENGAGEMENT AND OUTREACH: City staff will engage nearby impacted residents prior to construction.

FISCAL IMPACT:

Amount:	$16,197,199.20
Ongoing Cost:	
One-Time Cost:	$16,197,199.20
Included in Current Budget?	Yes

BACKGROUND: The Winslow Water Tank Replacement Project includes the demolition and replacement of the older 1 MG reservoir with a 2 MG elevated reservoir. The second, 1.5 MG reservoir, will be deactivated and left in place.

Bids were solicited through the area newspaper, Daily Journal of Commerce, City's bids & awards webpage, and listserv. The bid opening was held on November 21, 2023, and 2 bids were received, from Redside Construction and Landmark Construction. The apparent low bidder was Redside Construction, for a steel, fluted-column elevated tank in the amount of $16,197,199.20.

A second and related phase of the project will be bid in January, which will include offsite improvements such as a new transmission main, pressure release valves and service main upgrades. The engineer's estimate for the phase 2 work is estimated to be in the $6-7M range, putting the total project cost remaining at approximately $23M, which is more than the current budget.

The current project budget remaining is approximately $20M, (a majority of which is supported by low interest state loans), therefore, an additional $3M in open market borrowing will likely be required to secure all of the remaining funds for the project. With the City Council's consent, the Public Works and Finance staff will begin working to identify the details of the financing plan, and any future impacts on water rates, in Q1 and Q2 of 2024.

Construction on the tank is anticipated to start in February/March 2024.

ATTACHMENTS:

Winslow Water Tank Contract.docx

Bid Form_WinslowWaterTankReplacementProj.pdf

2023-2028 Modified 2024 CIP - Winslow Water Tank.pdf

WWTank Location Map.pdf

Winslow Water Tank Bid Memo.pdf

FISCAL DETAILS: The Winslow Water Tank Replacement Project is Capital Improvement Plan project #00988. The budget summary for the project is included in the agenda packet.

Fund Name(s): Water Fund

Coding: Capital Improvement Project 00988

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract"), made the __, day of _____, 2023, by and between the City of Bainbridge Island, a Washington State municipal corporation ("City" and/or "CONTRACTING AGENCY"), and REDSIDE CONSTRUCTION LLC, a Washington State limited liability company ("CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the **WINSLOW WATER TANK REPLACEMENT**, and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of Sixteen Million One Hundred Ninety-Seven Thousand One Hundred Ninety-Nine and 20/100 Dollars ($16,197,199.20) ("Contract Price") for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the "Contract Documents":

1. This Contract, including the form "Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices"
2. The Standard Specifications for Road, Bridge, and Municipal Construction, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications")
3. Amendments to the Standard Specifications
4. Special Provisions
5. Indemnity and Insurance Agreement
6. Special Indemnity and Insurance Agreement
7. Prevailing Wage Schedules and Regulations
8. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
9. Certification of Compliance with Wage Payment Statutes
10. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR's Initials: _____

The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:
REDSIDE CONSTRUCTION LLC

By: _____

Its: _____

Date: _____

CITY OF BAINBRIDGE ISLAND:

By: _____

Blair King, City Manager

Date: _____

City of Bainbridge Island
Public Works Department – *Engineering*

DRAFT

Winslow Water Tank Replacement Project
Bid Opening Date: November 21, 2023
Bids Open @ 10:00 AM

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineer's Estimate is: $16,913,680.00 - $20,672,276.00	Redside	Landmark		
Attended Mandatory Pre-Bid Conference	✓	✓		
Proposal	✓	✓		
Signature Page – Addenda Acknowledged if applicable (3)	✓	✓		
Certification of Compliance with Wage Payment Statutes	✓	✓		
Certification of Nonsegregated Facilities	✓	✓		
Non-Collusion Declaration	✓	✓		
Proposal Bond (5%)	✓	✓		
Statement of Bidders Qualifications	✓	✓		
Compliance of COBI Code of Conduct and Ethics Program	✓	✓		
Local Agency Subcontractor List	✓	✓		
Bidders List	✓	✓		
Construction Total (with tax):	16,197,199.20	16,877,952.00		

A total of [2] bids were received for the Winslow Water Tank Replacement Project. Project Manager, **Chris Munter** has reviewed all bids and recommends that the City Council award the contract to the apparent low bidder, Redside Construction in the amount of $16,197,199.20.

Project: Winslow Water Tank Replacement **Number:** **00988**
Location: New Brooklyn

Project Description

Description: Construct a new 2 million-gallon reservoir to replace both of the existing tanks that are located on an easement near the High School.

Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies. Project updated to include fireflow and pipeline improvements in Winslow (formerly project 01095).

Schedule: 2021: Design; 2023: Construction

Capital Funding (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
FUNDING SOURCES (1000's)									
General Fund	-	-	-	-	-	-	-	-	-
Water Fund	233	169	431	631	-	-	-	-	1,464
Sewer Fund	-	-	-	-	-	-	-	-	-
SSWM Fund	-	-	-	-	-	-	-	-	-
Federal Grant	-	-	-	-	-	-	-	-	-
State Grant	-	-	-	-	-	-	-	-	-
Long-Term Debt	320	850	10,267	9,363	-	-	-	-	20,800
Sub-total	**553**	**1,019**	**10,698**	**9,994**	**-**	**-**	**-**	**-**	**22,264**
FUNDING USES (1000's)									
Project Management	79	37	37	-	-	-	-	-	153
Design/construction	474	982	10,661	9,994	-	-	-	-	22,111
Sub-total	**553**	**1,019**	**10,698**	**9,994**	**-**	**-**	**-**	**-**	**22,264**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2023	2024	2025	2026	2027	2028	2029-2042	Total
Operating	-	-	-	-	-	-	-	-	-
Debt Service	-	34	606	1,200	1,470	1,500	1,479	18,258	24,547
Sub-total	**-**	34	606	1,200	1,470	1,500	1,479	18,258	24,547

Winslow Water Tank Location Map

CITY OF
BAINBRIDGE ISLAND

DEPARTMENT OF PUBLIC WORKS MEMORANDUM

Date: December 7, 2023

To: City Manager, City Council

From: Christopher Wierzbicki, Public Works Director

Subject: Winslow Water Tank Construction Bid

Executive Summary

The Public Works staff opened construction bids for the Winslow Water Tank of November 21, 2023, and received two responsive bids, the lowest of which will be presented to the City Council for award at the December 12, 2023, City Council meeting. The losing bidder has since sent correspondence to the staff and the City Council requesting reconsideration of the bids for two primary reasons, responses to which are summarized below, and addressed in more detail in this memo:

- Issue #1 – The losing bidder has claimed that the tank type proposed by the winning bidder will have higher long-term maintenance costs, and therefore the losing bidder's proposal should be considered instead.

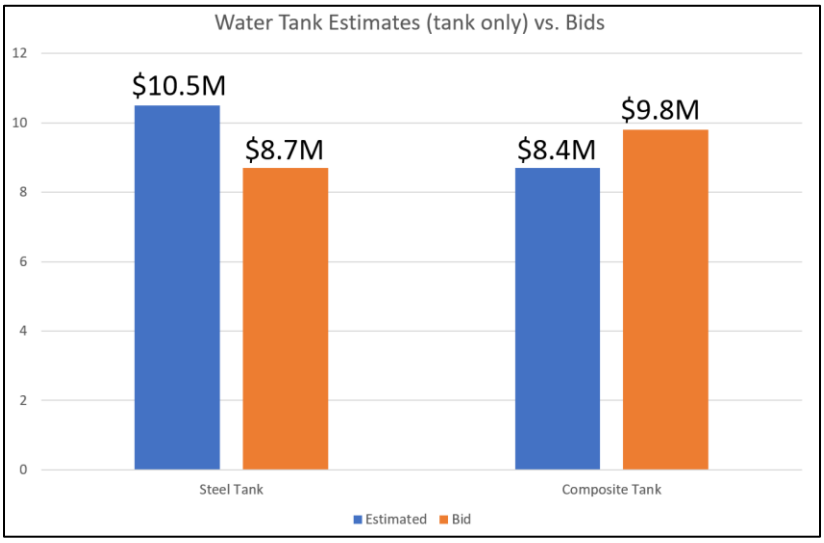
  Response: The staff have evaluated the long-term maintenance cost of the losing bidder's proposal and agree that long-term maintenance costs may be higher, but the risks of rejecting the current bids represent a higher cost risk than the difference in maintenance costs between the proposals. This evaluation received positive feedback from the City's Utility Advisory Committee at their December 6, 2023 meeting.

- Issue #2 – The losing bidder has claimed that the bid documents allow the City to select either bid proposal regardless of cost.

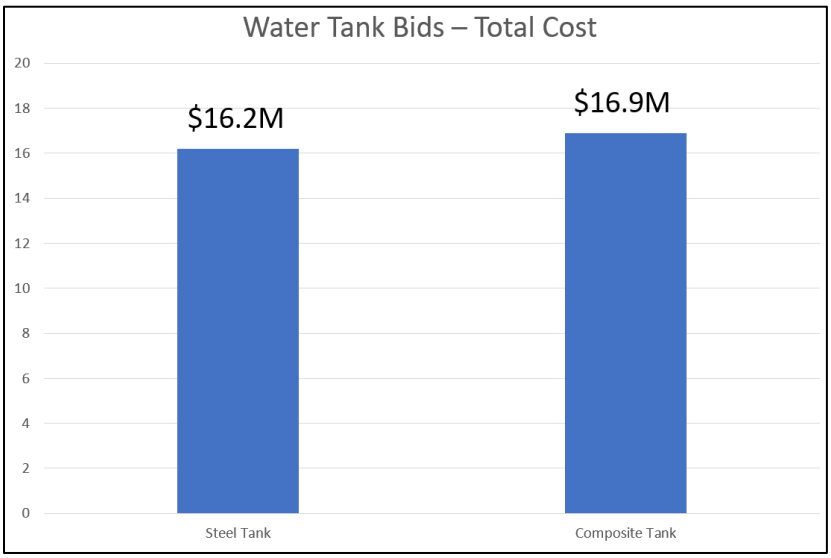
  Response: The staff have evaluated the losing bidder's claim regarding the contract language and disagree with their interpretation. While the definitions in the contract refer to the staff having flexibility when selecting contract "alternates," the bid documents were not structured to use an "alternates" evaluation framework, and therefore the City may only choose to award the contract to the lowest responsive bidder. No further details on issue #2 are warranted in this memo.

Background

As mentioned, The Public Works staff opened construction bids for the Winslow Water Tank of November 21, 2023, and received two responsive bids. The lowest bid was for a steel tank in the amount of $16.2M, and the higher bid was for a composite (steel and concrete) tank in the amount of $16.9M. The City decided to allow bidders to select either tank type because it was unclear which type of tank could be delivered at the lowest price point given the recent wide variations on material costs, and other factors such as the site constraints. The resulting bids exemplify the uncertainty in the market for this type of construction as both bids for the tank element (excluding site preparation, etc.) were inconsistent with expectations developed by the City's consultant (see below – the steel tank was estimated to be higher, but was priced lower; the composite tank was estimated to be lower, but was priced higher.)



City staff are recommending award of the contract to the lowest bidder, which submitted an overall cost for a steel tank of $16.2M; $700K less than the highest bidder.



Future Maintenance Cost Issue Raised by the Losing Bidder

Upon announcing the potential award of the contract to the lowest bidder, the second highest (losing) bidder sent correspondence to the City stating that they should be awarded the contract because the composite tank will have lower long-term maintenance costs. The losing bidder submitted information stating that the difference between the net present value (NPV) of the long-term tank maintenance was on the order of $3.6M. The City's consultant, who originally calculated the difference in maintenance costs to be on the order of $1M, reviewed the losing bidders claim and determined that they could not substantiate the higher costs, as future maintenance costs projected for the 70-year life span of the tank are speculative.

In considering how to proceed, the City staff developed the following analysis:

- Assume that the difference in NPV of future maintenance costs between the tank types are an **average** of consultant/losing bidder estimates, which would equal $2.3M
    - The cost difference between bids (with assumed interest) is $1M ($700K + $300K interest). This leaves a remaining difference of $1.3M
    - A $1.3M difference in the NPV of speculative future maintenance costs is not worth the risks of of re-bidding the project, which include:
        - Risk of delaying state low-loan obligations (worth $3.6M in interest savings)
        - Risk of receiving no bids and significantly delaying the project
        - Risk of a higher bid (a bid that comes in at $750K higher would result in equal costs with the present proposal when including interest)

This evaluation and approach was reviewed with the City's Utility Advisory Committee at their December 6, 2023 meeting, and the committee agreed that the evaluation was sound and supported the staff's recommendation to move forward with the bid award as planned.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: December 12, 2023 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:40 PM) Discuss Association of Washington Cities Center for Quality Communities Scholarship for High School Seniors Program and Establish Council Review Ad Hoc Committee - Executive,

SUMMARY: The Association of Washington Cities Center for Quality Communities awards scholarships to high school seniors on an annual basis. Scholarships support individuals who are active in leadership in thaeir city government, community or school and plan to pursue education beyond high school.

Each year, cities and towns in Washington may each nominate one first-time student application and one continuing applicant. Each city and town may decide on its own selection process. At this meeting, Council will consider authorizing staff to work with high schools on the island to share this opportunity and approve or amend the suggested nomination process, which includes setting up a short-term committee of councilmembers to review the applications and make a nomination for consideration by the full Council on January 23, 2024.

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

RECOMMENDED MOTION: I move to direct the City Manager to work with the Bainbridge Island School District and other educational organizations to publicize this opportunity to all eligible students.
AND
I move to appoint Councilmembers _____, _____ and _____ to serve on a short-term ad hoc committee to review applications in January and make a recommendation to the full Council.

COMMUNITY ENGAGEMENT AND OUTREACH:

FISCAL IMPACT:

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

BACKGROUND: The Center for Quality Communities (CQC) scholarship supports high school seniors who are active in leadership in their city government, community, or school and plan to pursue post-secondary education. Scholarships may also be available for previous recipients who are continuing their studies.

Each year, all of Washington's 281 cities and towns can recruit scholarship applicants. Each jurisdiction can nominate one first-time student applicant and one continuing CQC scholarship recipient. Each jurisdiction can decide how it wants to select its local nominee. Last year, The City of Bainbridge Island's nominee, Gigi Hendrickson, was a scholarship recipient.

CQC is awarding three (3) $3,000 scholarships in 2024. Scholarship recipients also receive a travel stipend to attend AWC's Annual Conference in June.

This scholarship is open to students who are:

- Active in community leadership and civic service through city government, community groups, or school, either now or in the past;
- Eligible to earn a high school diploma, homeschool diploma, or GED in spring/summer of the award year;
- Planning to continue education in the upcoming academic year at an accredited college or trade school at least half-time; and
- A Washington state resident.
- **Previous scholarship recipients may apply for a continuing student scholarship if they are in good academic standing and plan to continue their education in the upcoming academic year at an accredited college or trade school at least half-time.**

The application is now open. The application process for the students is to complete the application, obtain one letter of recommendation from a non-relative, and write a personal essay related to leadership. Nominations by participating cities are due on February 8, 2024.

The suggested process for the City of Bainbridge Island is:

December 12, 2023 – Council discussion

December 12, 2023 – share information with local schools. Post information on City website.

December 12, 2023 – determine Council ad hoc selection panel of up to three (3) councilmembers.

January 9, 2024 – Applications and related materials from students due to the City.

mid January - Ad hoc committee reviews materials

January 23, 2024 – Ad hoc committee provides recommendation for nomination(s) to the City Council.

ATTACHMENTS:

Center for Quality Communities - 2024 Scholarships

CFQCApplication - First Time Applicant

CFQCApplication - Continuing Student

FISCAL DETAILS:

Fund Name(s):

Coding:

2024 CQC scholarship information

2024 CQC scholarship application period is now *open*.

Students*:* Check with your city for your local application deadline.

*If your student nominee is applying to the University of Washington and you'd like them to be considered for the UW Presidential Scholarship (https://www.washington.edu/news/2023/08/29/the-university-of-washingtons-presidential-scholars-investing-in-tomorrows-leaders/) as well, please submit your CQC nomination by **January 10, 2024** and we will forward it to UW Presidential Scholars Program.

About the AWC Center for Quality Communities scholarship

The Center for Quality Communities (CQC) scholarship supports high school seniors who are active in leadership in their city government, community, or school and plan to pursue post-secondary education. Scholarships may also be available for previous recipients who are continuing their studies.

Each year, all of Washington's 281 cities and towns can recruit scholarship applicants. Each jurisdiction can nominate **one** first-time student applicant and **one** continuing CQC scholarship recipient.

CQC is awarding three $3,000 scholarships in 2024. Scholarship recipients also receive a travel stipend to attend AWC's Annual Conference in Vancouver, Washington, in June 2024.

We are pleased to have awarded 86 scholarships to date, resulting in over $110,000 of funding as of 2023. Learn about our previous scholarship recipients (/cqc-home/scholarship-recipients).

Donate now! (/cqc-home/donate)

Students: How to apply

Each city or town can nominate **one** first-time student applicant and **one** continuing CQC scholarship recipient. The nominee recruitment and selection process happens through your city. City nominations are due to the Center for Quality Communities by February 8, 2024. **Check with your city to find out the local deadline for students to apply.**

Eligibility

Students interested in consideration for the Center for Quality Communities scholarship must be:

- Active in community leadership and civic service through city government, community groups, or school, either now or in the past;
- Eligible to earn a high school diploma, homeschool diploma, or GED in spring/summer 2024;
- Planning to continue education in the 2024-25 academic year at an accredited college or trade school at least half-time; and
- A Washington state resident.
- **Note**: Previous CQC scholarship recipients are eligible to apply for a continuing student scholarship if they are in good academic standing and planning to continue their education in the 2024-25 academic year at an accredited college or trade school at least half-time.

Interested in applying?

- Contact your city to see how it is recruiting. Information may be posted on your city's website, or you can reach out to your mayor's office for more details. Be sure to find out your local deadline to apply.
- Complete the Center for Quality Communities scholarship application. Here are fillable PDFs that you can complete and submit to your city:
  - 2024 CQC scholarship application (/docs/default-source/cqc-docs/cfqcapplication.pdf?sfvrsn=eac2254f_7) (for first-time applicants)
  - 2024 CQC continuing student scholarship application (/docs/default-source/cqc-docs/cfqccontinuestudentapplication.pdf?sfvrsn=d94b254f_4) (for returning applicants)
  - Include a letter of recommendation from a nonrelative.

    - You will be asked to provide a photo as part of your application. Note that your photo will **not** be shared with the scholarship selection committee. Its intended use is for promotional purposes only.
- Submit your application to your city/town by your local deadline.
- Your city will review all the local applications and select a nominee to forward to the Center for Quality Communities for consideration.
- Scholarship recipients will be notified in April 2024.

Cities: How to nominate students

The 2024 application period is now open.

All of Washington's 281 cities and towns can recruit scholarship applicants. Each jurisdiction can nominate **one** first-time student applicant and **one** continuing CQC scholarship recipient to the Center for Quality Communities.

How do you recruit, select, and nominate?

Cities and towns are important partners in the selection process. Here's how you do your part:

- Each city decides how it wants to select a local nominee. You can make it competitive and open to the community at large. You can recruit from active city volunteers or solicit applications from your local schools. You can limit your recruitment to city residents only. It's your choice.
- Set a local application deadline, keeping in mind that your nomination is due to CQC by **February 8, 2024**.
    - **Note**: If your student nominee is applying to the University of Washington and you'd like them to be considered for the UW Presidential Scholarship (https://www.washington.edu/news/2023/08/29/the-university-of-washingtons-presidential-scholars-investing-in-tomorrows-leaders/) as well, please submit your CQC nomination by **January 10, 2024** and we will forward it to UW Presidential Scholars Program.
- Publicize the scholarship and local deadline. Check out the "Tips for cities" section below for ideas and resources to help you get the word out (sample press release (/docs/default-source/cqc-docs/recruitmentpressrelease.docx?sfvrsn=4ac5254f_12), postcards (/docs/default-source/cqc-docs/cqcscholarshippostcard.pdf?sfvrsn=7f82284f_1), etc.).
- Review the student applications and select one student to nominate for the CQC scholarship. (If your city has a continuing CQC scholarship recipient who reapplies, you may nominate them as well.)
- Write a letter of support for the nominee(s).
- Submit your city's nominee(s) using the online CQC scholarship nomination form (https://awc.co1.qualtrics.com/jfe/form/SV_bK2FkxLvt30iglM)
    - Upload the student's application, letter of recommendation, student photo, and your letter of support.
    - **Note**: The student photo will **not** be shared with the scholarship selection committee. Its intended use is for promotional purposes only.
    - **Your nomination must be submitted by February 8, 2024.**

2024 application checklists

First-time student checklist:

- 2024 CQC scholarship application (/docs/default-source/cqc-docs/cfqcapplication.pdf?sfvrsn=eac2254f_7)
- Letter of recommendation
- Photo/headshot

Continuing student checklist:

- 2024 CQC continuing student scholarship application (/docs/default-source/cqc-docs/cfqccontinuestudentapplication.pdf?sfvrsn=d94b254f_4)
- Letter of recommendation
- Photo/headshot (if you would like to update)

City/town checklist:

- 2024 online student nomination form to CQC (https://awc.co1.qualtrics.com/jfe/form/SV_bK2FkxLvt30iglM)
- 2024 CQC scholarship application (/docs/default-source/cqc-docs/cfqcapplication.pdf?sfvrsn=eac2254f_7)
- 2024 CQC continuing student scholarship application (/docs/default-source/cqc-docs/cfqccontinuestudentapplication.pdf?sfvrsn=d94b254f_4) (if applicable)
- Student's photo
- Student's letter of recommendation
- City/town letter of recommendation

Tips for cities

Ideas to help with your community's scholarship process

Organize
Review the Center for Quality Communities scholarship information. Identify a city contact who will receive the scholarship applications. Set an application deadline. Your city's student nomination must be submitted to the AWC Center for Quality Communities by **February 8, 2024**.

Each city can decide its eligibility requirements. Some criteria to consider:

- Is the scholarship limited to students living within city limits?
- Is the scholarship limited to active volunteers in city programs? Or does it extend to school and other community activities?
- Do you want to partner with your local schools or service organizations to publicize the scholarship and recruit applicants?

Outreach – How do you want to spread the word?
If you're doing a community-wide recruitment:

- Post info on your website.

- Include info in city publications.
- Send to your local media. Sample press release (/docs/default-source/cqc-docs/recruitmentpressrelease.docx?sfvrsn=4ac5254f_12)
- Share on social media. Sample language and image (/docs/default-source/cqc-docs/samplesocialmediaposts.docx?sfvrsn=4792284f_1)
- Print and share these postcards (/docs/default-source/cqc-docs/cqcscholarshippostcard.pdf?sfvrsn=7f82284f_1). You can share these at city hall, with college counselors at local high schools, with local nonprofits and community groups – anyone you think might know civic-minded student leaders who'd like to apply.
- Post a notice in city hall, local libraries, and community centers.
- Announce the scholarship opportunity at community meetings and service clubs.

If you're recruiting only from city volunteers:

- Post info in city hall.
- Advertise it with city staff who work with student volunteers.
- Send information to student volunteers.
- Personally recruit student volunteers.

If you're working directly with local high schools:

- Send scholarship information to the high school college counselors.
- Encourage the school newspaper to help publicize the scholarship.

Nominations

Get your team organized.

- Name a selection committee to review the applications and select a scholarship nominee.
- Before reviewing applications, be sure to confirm that each applicant meets the scholarship eligibility criteria.

Select a nominee

Now comes the fun part!

- Review the student applications and select a one student to nominate.
- Write a letter of support for your nominee.
- Submit your student nomination to the CQC through this online nomination form (https://awc.co1.qualtrics.com/jfe/form/SV_bK2FkxLvt30iglM) no later than **February 8, 2024**. (Note: If your student nominee is applying to the University of Washington and you'd like them to be considered for the UW Presidential Scholarship (https://www.washington.edu/news/2023/08/29/the-university-of-washingtons-presidential-scholars-investing-in-tomorrows-leaders/) as well, please submit your CQC nomination by **January 10, 2024** and we will forward it to UW Presidential Scholars Program.)

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AWC Center for Quality Communities

2024 scholarship application

The AWC Center for Quality Communities (CQC) offers scholarships to graduating high school students. At the discretion of the CQC scholarship selection committee, scholarships may also be awarded to past CQC scholarship recipients who are continuing their education. Student applications must be submitted to their respective city. City nominations must be submitted through the AWC Center for Quality Communities Scholarship website at cfqc.org no later than **February 8, 2024**.

Note: Application can be saved and completed as a fillable PDF.

1

First name: _____ Last name: _____

Pronouns: _____

2

Mailing address
Street/P.O. Box: _____

City: _____ State: _____ Zip: _____

3

Best phone number to reach you: _____ Email: _____

4

Current high school: _____

If home-schooled, please check box: ☐

If GED, please indicate date received or expected: _____

Number of years attended _____

5

Have you been accepted into an accredited post-secondary program or college for the fall of 2023 as of this submission? ☐ Yes ☐ No

If yes, please provide institution name(s):

_____

If not, please indicate the name of the institution(s) you are applying to:

_____

Proof of student enrollment from the school is **required prior to the release of funds.**

6

Career goals (please be specific):

_____

7

Contact information of parent(s) or legal guardian(s)

Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Primary phone: _____ Email address: _____

8

Please describe your financial need. Include any financial aid you expect to receive and/or any circumstances that would help the committee understand your financial situation.

9

List your city, community, and civic involvement activities. **(No additional materials will be accepted.)**.

10

List your school involvement and any academic honors and awards. **(No additional materials will be accepted.)**.

11

Personal essay

Write a concise essay in response to the following question. Please limit the length to 700 words or less.

Good leaders can guide and help others through both good and challenging times. This requires high standards of responsibility, empathy, and cooperation. Share a leadership experience you've had in serving your community, school, or family that has helped you understand the perspectives, motivations, and desires of people different from you. How has this experience, along with your civics education, helped you become a more effective leader?

12

Statement of accuracy

- ☐ I hereby affirm that all of the information provided above is true and correct to the best of my knowledge.
- ☐ I agree that the scholarship funds will be sent directly to the educational institution.
- ☐ I agree that if I don't use the funds awarded to me by May 31, 2025, they will be returned to the scholarship fund.
- ☐ I understand that if chosen as a scholarship recipient, I must provide evidence of enrollment/registration at an accredited post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant: _____ Date: _____

13

Release and consent

The purpose of this form is to request permission to share your scholarship application with requesting Washington state academic institutions for the purpose of determining eligibility for other scholarship opportunities, and to use your photo/image and name in our scholarship program materials, website, and/or social media as part of the AWC Center for Quality Communities.

If you or your parent or guardian wish to rescind this agreement and remove your information or photo, you may do so at any time by sending an email to the AWC Center for Quality Communities at cqc@awcnet.org. Such rescission will take effect upon receipt by the AWC Communications department.

Nothing herein shall constitute any obligation on the part of the AWC Center for Quality Communities to make any use of any of the materials or rights granted.

Use of photo/image and name **Initials**

I grant permission for my (or my child's) photo/image and name to be used in connection with the AWC Center for Quality Communities scholarship program materials, website, and/or social media, including any and all uses of video and any portraits, still pictures, or other photographic reproductions and sound recordings in which I (or my child) may be portrayed. _____

Share information with academic institutions | Deadline: January 10, 2024 **Initials**

I grant permission for my (or my child's) scholarship application to be shared with requesting Washington state academic institutions for the purpose of determining eligibility for other scholarship opportunities. _____

I do not grant permission for my (or my child's) scholarship application to be shared with requesting Washington state academic institutions for the purpose of determining eligibility for other scholarship opportunities. _____

I hereby grant permission and execute this release as of the date and year below.

Signature	Signature of parent or guardian (required for minors under 18 years of age)
Printed name	Relationship to minor
Date	

14

Applicant checklist (Send completed application packet to city for consideration):

- ☐ Complete sections 1-14
- ☐ Sign sections 12-13
- ☐ Attach a letter of recommendation
- ☐ Attach a photo/headshot

Note:
Must be in good academic standing.
Must be eligible to graduate spring/summer 2024.

AWC Center for Quality Communities

2024 continuing student scholarship application

The AWC Center for Quality Communities (CQC) offers scholarships to graduating high school students. At the discretion of the CQC scholarship selection committee, scholarships may also be awarded to past CQC scholarship recipients who are continuing their education. Student applications must be submitted to their respective city. City nominations must be submitted through the AWC Center for Quality Communities Scholarship website at cfqc.org no later than **February 8, 2024**.

Note: Application can be saved and completed as a fillable PDF.

1

First name: _____ Last name: _____

Pronouns: _____

2

Mailing address
Street/P.O. Box: _____

City: _____ State: _____ Zip: _____

3

Phone: _____ Email: _____

Parent/guardian/emergency contact email: _____

Parent/guardian/emergency contact phone: _____

4

Post-secondary institution you will attend in the 2024-25 school year _____

5

Career goals (please be specific):

6

Please describe your financial need. Include any financial aid you expect to receive and/or any circumstances that would help the committee understand your financial situation.

7

Please address the following questions about your recent community service activities in 700 words or less.

- Why did you decide to volunteer where you did?
- What is your favorite memory from this community service?
- How has this community service affected your plans for the future?

8

Statement of accuracy

- ☐ I hereby affirm that all of the information provided above is true and correct to the best of my knowledge.
- ☐ I agree that the scholarship funds will be sent directly to the educational institution.
- ☐ I agree that if I don't use the funds awarded to me by May 31, 2025, they will be returned to the scholarship fund.
- ☐ I understand that if chosen as a scholarship recipient, I must provide evidence of enrollment/registration at an accredited post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant: _____ Date: _____

9

Release and consent

The purpose of this form is to request permission to use your photo/image and name in our scholarship program materials, website, and/or social media as part of the AWC Center for Quality Communities.

If you wish to rescind this agreement and remove your information or photo, you may do so at any time by sending an email to the AWC Center for Quality Communities at cqc@awcnet.org. Such rescission will take effect upon receipt by the AWC Communications department.

Nothing herein shall constitute any obligation on the part of the AWC Center for Quality Communities to make any use of any of the materials or rights granted.

Use of photo/image and name **Initials**

I grant permission for my photo/image and name to be used in connection with the AWC Center for Quality Communities scholarship program materials, website, and/or social media, including any and all uses of video and any portraits, still pictures, or other photographic reproductions and sound recordings in which I may be portrayed. _____

I hereby grant permission and execute this release as of the date and year below.

_____ _____

Signature Printed name

_____

Date

10

Applicant checklist:

- ☐ Complete sections 1-10
- ☐ Sign sections 8-9
- ☐ Attach a photo/headshot (if you would like to update)
- ☐ Attach a letter of recommendation
- ☐ Attach an unofficial transcript

Note: Must be in good academic standing and pursuing post-secondary studies on at least a half-time basis.

If you have questions, contact CQC@awcnet.org or 1-800-562-8981.