CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, APRIL 12, 2022

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) Proclamation Declaring April 17-23 as "National Volunteer Week on Bainbridge Island" - Executive,** 5 Minutes
National_Volunteer_Week_Proclamation_2022.pdf

3.B **(6:15 PM) Proclamation Declaring April 22, 2022, as "Bainbridge Island Earth Day,"** 5 Minutes
Earth Day Proclamation 2022.docx

3.C **(6:20 PM) Proclamation Declaring April 12, 2022, as "Education and Sharing Day,"** 5 Minutes
Proclamation - Education and Sharing Day 2022.docx

3.D **(6:25 PM) Proclamation Declaring the Month of April 2022, as "Heritage Tree Month" - Planning,** 5 Minutes
Heritage Tree Proclamation 2022.docx
Heritage Tree Registry 2022.pdf

4. **PUBLIC COMMENT - 6:30 PM**
Public comment is accepted at this time on any topic of municipal interest. Each commenter will have three minutes to speak. Public comment is not taken on individual agenda items during the meeting. Please refer to

guidelines and instructions for public comment attached below. Public comment may be provided in-person in Council Chambers or remotely through Zoom.

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

5. CONSENT AGENDA - 6:45 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.B **Approve Accounts Payable and Payroll**
Council Report PR 4-5-22.pdf
AP Report to Council of Cash Disbursements 04-13-22.pdf

5.C **Approve City Council Meeting Minutes**
City Council Study Session Minutes, March 15, 2022.pdf
City Council Special Meeting Minutes, Executive Session, March 22, 2022.pdf
City Council Regular Business Meeting Minutes, March 22, 2022.pdf

5.D **Accept a Washington State Drinking Water Revolving Fund Loan in the Amount of $6,831,302.65 (Water Fund) to Support the Winslow Water Tank Replacement Project - Public Works,**
2021-4017 Award Letter City of Bainbridge Island.pdf
DWL27105 City of Bainbridge Island 2021-4017 Seismic_.pdf
Winslow Water Tank Replacement Capital Improvement Plan Sheet.pdf

5.E **Direct the City Manager to Develop a Zoning Code Amendment for the City Council's Consideration that will Facilitate the Permitting of the New Winslow Water Tank - Public Works,**
Water Tank Styles_Renderings_.pdf

5.F **Accept a Washington State Drinking Water Revolving Fund Loan/Grant in the Amount of $792,079 (Water Fund) to Support the Ferncliff Avenue / Casey Street Water Main Extension Project, and Add the Project to the 2022-26 Capital Improvement Plan - Public Works,** 5 Minutes
DWL27100 (2021-4016) Award Letter City of Bainbridge Island.pdf
Ferncliff_Water_Extension_092821.pdf
DWL27100 City of Bainbridge Island 2021-4016 AC (2).pdf

5.G **Authorize a Budget Amendment in the Amount of $60,000 (Water Fund) to Support Preliminary Design, Public Engagement, and Cost Estimates for the Ferncliff / Casey Street Water Main Extension Project - Public Works,** 5 Minutes
Ferncliff_Water_Extension_092821.pdf

5.H **Authorize the City Manager to Advertise for the 2022 Annual Pavement Preservation Contract - Public Works,**
2022 Annual Pavement Preservation Map.pdf

5.I **Adopt Resolution No. 2022-16 on the Energy Transitions Initiative Partnership Project Application**
Resolution 2022-16 Energy Transitions Initiative Partnership Project Application.docx
City of Bainbridge Island ETIPP Application.pdf
City Manager Letter of Endorsement for ETIPP Application.docx
CCAC Letter of Endorsement for ETIPP Application.docx

5.J **Accept Donations and Approve a Budget Amendment for the Sound to Olympics Trail Long-Range Plan ($215,000) - Public Works**
VISION_Sustainable Transportation Plan_Sound To Olympics Trail.pdf
COBI STO MP Letter of Committment_3.17.22_Final.pdf
BIMPRD Donation Letter_Sound to Olympics Trail.pdf

5.K **Consider Resolution No. 2022-14 to Set a Public Hearing Date to Consider Vacation of Portions of Ward Avenue NE and NE Ewing Street - Public Works,** 5 Minutes
Ward Ave NE NE Ewing Road Vacation Staff Report.docx
Resolution No. 2022-14 Setting Public Hearing for Ward Ave NE NE Ewing Road Vacation.docx
Resolution No. 2022-14 EXHIBIT A 20220330.docx
Ward Ave NE NE Ewing Comments.pdf

5.L **Adopt Resolution No. 2022-07 Revising the City Financial and Budget Policies - Finance,** 5 Minutes
Resolution No 2022-07 Revising Financial and Budget Policies.docx
Cost allocation -Plan 2022.docx

5.M **Adopt Resolution No. 2022-08 Revising the City's Debt Policy - Finance,** 5 Minutes
Resolution No. 2022-08 Revising the City Debt Policy.docx
Resolution No. 2022-08 Exhibit A Revising the City Debt Policy.docx
Resolution No. 2022-08 Exhibit A Revising the City Debt Policy (Clean copy).docx

5.N **Adopt Resolution No. 2022-09 Replacing and Revising the City Investment Policy - Finance,** 5 Minutes
Resolution No. 2022-09 Updating the City Investment Policy.docx
Resolution No. 2022-09 Exhibit A - Investment Policy Update.docx
WPTA City of Bainbridge Island Decision Letter - Final_03.2022.pdf
RES 93-52 - COBI Investment Policy.pdf

5.O **Adopt Resolution No. 2022-10 Establishing City Facilities Maintenance, Capital Replacement and Reconstruction Policy,** 5 Minutes
Resolution No. 2022-10 Establishing City Facilities Maintenance Capital Replacement and Reconstruction Policy.docx
Resolution No. 2022-10 Exhibit A Establishing City Facilities Maintenance and Capital Replacement Policy.docx

5.P **Approve Change to City Advisory Committee Procedure to Establish One Year of Eligibility for Consideration to Committees - Executive**

5.Q **Consider Request from Public Art Committee for Funding for Something New Artwork Program Including an Increase to Payment to Selected Artists and a Digital Marketing Campaign ($26,450 in 2022) - Executive,** 5 Minutes

Something New V Budget Request_ PAC Presentation for CC 04122022

5.R **Receive March 22, 2022, Response from Kitsap Regional Coordinating Council Executive Committee - Planning**
Final Exec Comm Letter to COBI March 2022.pdf
CPP Clarification Letter to Kitsap County (Jan. 20 2022).pdf

5.S **Adopt Ordinance No. 2022-06 Amending the 2022 Budget for the Purchase of 17,686 Square Feet of Bonus Floor Area for a Price of $18 per Square Foot for a Total of $318,348 - Finance** 5 Minutes
Ordinance No. 2022-06 Bonus Floor Area Ratio Budget Amendment.docx
Ordinance No 2022-06 Exhibit A - Total Expenditures by Fund.docx
[For Background] Resolution No. 2022-05 re Islander Mobile Home Park Floor Area Ratio

5.T **Concur with Congressional Community Project Funding Request to Rep. Kilmer's Office for the Sound to Olympics Trail - Meigs Park Connector**
COBI Staff Memo-Congressional application for STO Trail.docx
Email to Rep. Kilmer.pdf
Letters of Support.pdf
document-VISION_Sustainable Transportation Plan_20220204_reduced.pdf
image-aerial-STO Meigs Park Connector.jpg

5.U **Cancel the April 19, 2022 City Council Study Session**

6. COUNCIL ANNOUNCEMENTS - 6:50 PM

7. CITY MANAGER'S REPORT - 7:00 PM

8. REGULAR BUSINESS

8.A **(7:05 PM) Authorize the City Manager to Execute a Construction Contract with Clark Construction LLC for the Police & Municipal Court Building ($7,570,449.00) - Public Works,** 10 Minutes
Police Municipal Court Building Contract.docx
Police & Municipal Court Building Bid Form_032922.docx
POLICE COURT COVER SHEET FURNITURE PLANS 022221.pdf

8.B **(7:15 PM) Authorize a Professional Services Agreement with Coates Design, Inc. in the Amount of $348,867.00 for Construction Administration Services Related to Construction of the Police/Municipal Court Building at 8804 Madison Avenue,** 10 Minutes
Professional Services Agreement - Coates Construction Admin Services Police Court.docx

8.C **(7:25 PM) Authorize the City Manager to Execute a Professional Services Agreement with Parametrix Inc. for Owner's Representative Services to Support the Construction of the Police/Municipal Court Building at 8804 Madison Avenue, Public Works ($500,296) – Public Works,** 10 Minutes
Professional Services Agreement Parametrix Police Court Facility.docx
Attachment B - City of Bainbridge Island Police and Court Building Scope of Work Parametrix.docx

8.D **(7:35 PM) Direct the City Manager to Formally Request 100 Additional Equivalent Residential Units from Kitsap County Sewer District No. 7 to Serve the South Island Sewer Service Area - Public Works,** 15 Minutes
South Island Sewer Connection Capacity Memo 04122022

8.E **(7:50 PM) Adopt Resolution No. 2022-17 Relating to Approving the Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration and Adjustment to the Approved Site Plan Review - Planning,** 10 Minutes
Resolution No. 2022-17 - Approving Grow Community Phase 2B Alteration
Exhibit A to Resolution No. 2022-17 for Grow Community Phase 2B Final Subdivision Alteration.pdf
1. PLN13551I FSUBA SPRA Grow Phase 2B Alteration formerly Grow Phase 3 Staff Report.pdf
2. Plat of Grow Community II recorded in 2014 under AFN 201412100175.PDF
3. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020.pdf
4. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II.pdf
5. PLN13551I FSUBA SPRA Site Plan.pdf
6. PLN13551I FSUBA SPRA Renderings Floor Plans Site Plans Site Photos.pdf
7. PLN13551I FSUBA SPRA Public and Agency Comment received during public comment periods.pdf
8. Foster Garvey ltr in response to Mohrman opposition memo dtd December 29 2021.pdf
9. PLN13551I FSUBA SPRA Public Comment received after public comment period.pdf
10. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dtd January 25 2021.pdf
11. PLN13551I FSUBA SPRA Development Engineering Recommendation Memo dtd March 16 2022.pdf
12. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dtd January 18 2022.pdf

8.F **(8:00 PM) Review Key Budget Assumptions - Finance,** 15 Minutes
Budget Assumptions for CC__04122022 (1).pptx
Key_Assumptions_Memo_Council_Draft_CC_041222 (4).docx

8.G **(8:15 PM) Review Employment Growth Targets in Preparation for the 2044 Kitsap Regional Coordinating Council Employment Forecast Assignments - Planning,** 20 Minutes
Staff_Memo for Council discussion of 2044 Employment Targets.pdf
2020 COBI Employment Information.pdf

8.H **(8:35 PM) Set a Public Hearing regarding Ordinance No. 2022-09 relating to Small Wireless Facilities - Executive/Planning,** 5 Minutes
Ordinance No. 2022-09 Small Wireless Code Revisions - Public Hearing Draft
Small Wireless Code Presentation (for Council 4-12-22)
[For Background] Planning Commission Minutes - August 13, 2020
[For Background] Draft Small Wireless Code Revisions Memo from Daniel Kenny 061920

8.I **(8:40 PM) Consider Appointment to the Kitsap Transit Board of Commissioners Evaluation Committee - Executive,** 5 Minutes
Kitsap Transit Board Composition Review.pdf

8.J **(8:45 PM) Establish the Mayor as a Member of the Subcommittee Selection Process for All Standing Boards and Commissions - Executive,** 20 Minutes
BIMC 2.01 regarding City Advisory Groups

8.K **(9:05 PM) Establish Selection Panel Membership for City Advisory Committees for 2022 - 2023 Appointment Processes - Executive,** 15 Minutes
2022-23 City Advisory Committee Selection Panels
BIMC 2.01 regarding City Advisory Committees

9. **ADJOURNMENT - 9:20 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: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:10 PM) Proclamation Declaring April 17-23 as "National Volunteer Week on Bainbridge Island" - Executive,

SUMMARY: The attached proclamation declares April 17-23 as National Volunteer Week on Bainbridge Island. It is one of the annual proclamations that may be signed by the Mayor without further Council action.

AGENDA CATEGORY: Proclamation **PROPOSED BY:** Executive

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

National Volunteer Week Proclamation 2022.pdf

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 April 17-23, 2022 as "National Volunteer Week on Bainbridge Island".

WHEREAS, the individuals, groups and government that together form our community are at the center of our social life; and

WHEREAS, the volunteers in a community can inspire, equip and mobilize others to take action that changes the world; and

WHEREAS, the giving of oneself in service to others empowers the giver and the recipient; and

WHEREAS, experience teaches us that effective government requires and benefits greatly by volunteer support and involvement; and

WHEREAS, experience also teaches us that government alone cannot solve all of our social problems, nor can it reasonably energize all of the many organizations and activities that combine to build a vibrant community; and

WHEREAS, our Island's volunteer force is a great treasure; and

WHEREAS, volunteers are vital to our future as a caring and productive community and nation; and

WHEREAS, during the week of April 17-23, 2022, volunteers all over the nation will be recognized for their commitment to service by the observation of National Volunteer Week;

NOW, THEREFORE, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim April 17-23, 2022 as

"NATIONAL VOLUNTEER WEEK ON BAINBRIDGE ISLAND"

and on behalf of our City thank my fellow Islanders for their generous and effective volunteer efforts on behalf of our community and urge them to continue to volunteer in any and all ways possible. To honor our volunteers, the City of Bainbridge Island will hold an in-person event at a future date when it is safe to do so. By volunteering and recognizing those who serve, we can come together to make a difference.

DATED this 12th day of April, 2022

_____
Joe Deets, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:15 PM) Proclamation Declaring April 22, 2022, as "Bainbridge Island Earth Day,"

SUMMARY: The attached proclamation declares April 22, 2022, as "Bainbridge Island Earth Day." It is one of the annual proclamations that may be signed by the Mayor without further Council action.

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

RECOMMENDED MOTION: Presentation only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Earth Day Proclamation 2022.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 April 22, 2022 as "Earth Day" in the City of Bainbridge Island.

WHEREAS, 2022 is the 52nd anniversary of Earth Day; and

WHEREAS, the world continues to face extraordinary challenges to the environment; and

WHEREAS, all people have a moral right to a healthy, sustainable environment; and

WHEREAS, on March 28, 2017, the City Council approved Resolution No. 2017-13, declaring the month of April to be Celebrate Trees! Earth Month Bainbridge Island; reaffirming the City's commitment to promote appreciation of, and protections for, Bainbridge Island's trees and forests and the many cultural, economic, health, and material benefits that trees and forests provide both the community and the region; and committing the City of Bainbridge Island to creating progressive regulations that encourage tree retention, prevent inappropriate tree removal, and support the Island's natural landscape and ecology; and

WHEREAS, it is understood that all people must step forward and take action to protect the environment; and

WHEREAS, the goal of a sustainable environment can be achieved through educational efforts, public policy, and consumer activism campaigns;

NOW, THEREFORE, I, Joe Deets, Mayor of the City of Bainbridge Island, Washington, on behalf of the City Council, do hereby proclaim April 22, 2022, as

BAINBRIDGE ISLAND EARTH DAY 2022

and encourage all residents to join me in this special observance.

DATED this 12th day of April, 2022.

_____

Joe Deets, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:20 PM) Proclamation Declaring April 12, 2022, as "Education and Sharing Day,"

SUMMARY: The attached proclamation declares April 12, 2022, as "Education and Sharing Day" in the City of Bainbridge Island. This proclamation was first issued by the City in 2021.

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

RECOMMENDED MOTION: I move to authorize the Mayor to sign the proclamation declaring April 12, 2022, as "Education and Sharing Day."

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Proclamation - Education and Sharing Day 2022.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 April 12, 2022 as "Education and Sharing Day."

WHEREAS, a quality education is one of the significant foundations for the continuing success of our state, our country, and our society at large; and in the City of Bainbridge Island, we strive for the betterment of all of our citizens through an increased focus on education and sharing; and

WHEREAS, through providing the possibility of an excellent education for all, especially children, with which to gain knowledge through rigorous study, we can create hope for a brighter, kinder and more united and prosperous future in the lives of so many; and

WHEREAS, one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, of righteous memory, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he was awarded the Congressional Gold Medal, and the United States Congress has established his birthdate as a national day to raise awareness and strengthen the education of our children; and

WHEREAS, April 12, 2022 will mark 120 years since the Rebbe's birth, and the date will be celebrated across the United States and around the globe in tribute to the Rebbe's vision, guidance, and leadership; and

WHEREAS, for more than forty years the President of the United States has recognized and honored the Rebbe's vision each year on that day by proclaiming it "Education & Sharing Day USA"; and

NOW, THEREFORE, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim April 12, 2022, as "EDUCATION AND SHARING DAY" in the City of Bainbridge Island and call upon government officials, educators, volunteers, and citizens to reach out to those within your communities and work to create a better, brighter, and more hopeful future for all.

DATED this 12th day of April, 2022

Joe Deets, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:25 PM) Proclamation Declaring the Month of April 2022, as "Heritage Tree Month" - Planning,

SUMMARY:
The attached proclamation declares the month of April 2022, as "Heritage Tree Month."

This proclamation is one of the annual proclamations previously authorized by the City Council.

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

RECOMMENDED MOTION:
Presentation only.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

Attachments:

- Proclamation
- List of Heritage Trees

ATTACHMENTS:

Heritage Tree Proclamation 2022.docx

Heritage Tree Registry 2022.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the City Council of Bainbridge Island, Washington, declaring April 2022 as "Heritage Tree Month" to recognize the Heritage Tree Registry and any trees added to the registry from the previous year.

WHEREAS, the Heritage Tree Program was established in 2006; and

WHEREAS, the Heritage Tree Program is a voluntary program established to enhance the community's awareness of the value of trees; and

WHEREAS, in September 2014, the City Council promoted the Heritage Tree Program and transferred the review and approval authority to the Historic Preservation Commission; and

WHEREAS, the Heritage Tree Program is designed to recognize trees that are remarkable in one of many ways, such as uncommon species or cultivar, size or historical/cultural significance; and

WHEREAS, there are three criteria for Heritage tree status; and

WHEREAS, the first criteria is that the trees nominated shall be a specimen tree that exhibits exceptional characteristics worthy of standards for such trees in the City; and

WHEREAS, the second criteria is that the tree nominated shall exhibit unique features that are notable (e.g., unique specimen of a genus, species, form, size, location or significant historical, cultural or habitat features); and

WHEREAS, the last criteria is that the owner of the tree agrees in writing to the Heritage Tree designation; and

WHEREAS, notice of all trees identified as Heritage Trees by the Historic Preservation Commission shall be forwarded to the Mayor. All designated trees, including names of the nominator and the property owner, will then be acknowledged in a Mayoral Proclamation at a City Council meeting;

NOW, THEREFORE, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby proclaim April 2022 as:

HERITAGE TREE MONTH

in the City of Bainbridge Island, and I urge all citizens to celebrate Heritage Tree month and to support efforts to protect our Heritage Trees. I further urge all citizens to nominate and protect any Heritage Trees in order to encourage the preservation of these trees for future generations.

DATED this 12th day of April 2022

Joe Deets, Mayor

List of Approved Heritage Trees					
Tree	**Common Name**	**Location**	**Tax Parcel**	**Sponser**	**Approved?**
Quercus rubra	Red Oak	BI Historical Society, 215 Ericksen	262502-3-046-2005	Richard Chandlers	Yes
Ulmus americana	American Elm	BI Historical Society, 215 Ericksen	262502-3-046-2005	Richard Chandlers	Yes
Platanus x hispanca	Plane Tree	BI Historical Society, 215 Ericksen	262502-3-046-2005	Richard Chandlers	Yes
Quercus garryana	Oregon Oak	12851 Madison Ave	032502-4-032-2006	Cecil Ross	Yes
Sequoiadendron giganteum	Giant Sequoia	12851 Madison Ave	032502-4-032-2006	Cecil Ross	Yes
Thuja plicata	Western Red Cedar (Witness Tree)	Pritchard Park/ Memorial	352502-1-001-2001	Olaf Ribiero	Yes
Acer macrophylum	Big Leaf Maple	Islandwood, 4450 Blakely Ave	032402-1-033-2002	Mark Jordahl	Yes
Arbutus menziesii	Pacific Madrone	112 Eagle Place	4115-002-001-0009	John Bomben	Yes
Aesculus californica	California Buckeye	Winslow Waste Water Treatment Plant	4115-004-007-0009	Dwight Sandlin	Yes, 2011
Abies Grandis	Grand Fir	7972 Hidden Cove Road	042502-1-009-2000	Sandra & Will Shopes	Yes, 2014
Malus domestica	Apple	9941 NE Valley Road	142502-2-023-2008	Ove & Denise Veggerby	Yes, 2014
Pyrus communis	Pear	9941 NE Valley Road	142502-2-023-2008	Ove & Denise Veggerby	Yes, 2015
Prunus domestica	Plum	9941 NE Valley Road	142502-2-023-2008	Ove & Denise Veggerby	Yes, 2016
Ficus carica	Fig	317 Cave Avenue	4109-000-006-0105	David Ward	Yes, 2017
Abies Grandis	Grand Fir	9151 Olympus Beach Road NE	4163-001-006-007 & 4163-001-008-0005	Cutler & Wheeler Families	Yes, 2018
Juglans nigra	Black Walnut	9213 Ruys Lane	222502-2-019-2004	Robert & Deborah Rudnick	Yes, 2015
Psuedotsuga menziesii	Douglas Fir & Western Cedar	7515 NE West Port Madison Road	332602-4-065-2009	Marshall & Lisa Raskind	Yes, 2016
Thuja plicata	Western Cedar	7515 NE West Port Madison Road	332602-4-065-2009	Marshall & Lisa Raskind	Yes, 2016
Quercus rubra	Red Oaks (2)	134 Harbor Square Loop NE	8172-000-000-0005	Harbor Square HOA	Yes
Aesculus hippocastanum	Horse Chestnut	134 Harbor Square Loop NE	8172-000-000-0005	Harbor Square HOA	Yes
Thuja plicata	Western Red Cedar Fruit Orchard	8731 McRedmond Lane NE	152502-3-001-2001	Joe & Beth Claseman	Yes, 2016
Alnus rubra	Red Alder	555 Azalea Lane	4097-000-021-0001	Rauktis & Harvey Families	Yes
Tilia Cordata	Little Lead Linden	176 Ericksen Avenue	262502-3-034-2009	Thornburgh	Yes, 2016

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

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.

STRATEGIC PRIORITY:

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

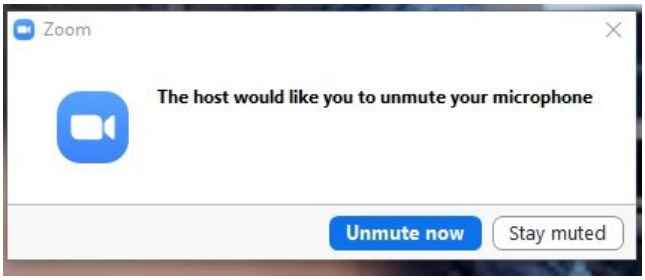
1. Join the Zoom webinar by following the link posted on the agenda and on the City calendar.

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: April 12, 2022 **ESTIMATED TIME:**

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.

STRATEGIC PRIORITY:

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: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Approve Accounts Payable and Payroll

SUMMARY: Consider approval of payroll and accounts payable.

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

RECOMMENDED MOTION: Approve accounts payable and payroll.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

Council Report PR 4-5-22.pdf

AP Report to Council of Cash Disbursements 04-13-22.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

PAYROLL

PAYROLL CHECK RUN: 4 - 05 - 2022

Run Type	Run Date	Check # Sequence	Comments	Amount
Misc	3/23/2022	109821-109823	Misc check run (Paper Checks)	36.18
Vendor	3/23/2022	109824	Misc. Vendor Check Run (Reprint Paper Check #109813)	18,059.22
Normal	4/5/2022	53723 - 53853	Regular check run (Direct Dep)	367,064.60
Normal	4/5/2022	109825	Regular check run (Paper Checks)	2,154.74
Vendor	4/5/2022	109826 - 109835	Vendor check run (Paper Checks)	357,405.77
EFTPS	4/5/2022	N/A	Federal Tax Electronic Transfer	147,201.99
			TOTAL:	**891,922.50**

Prepared and Reviewed by: Brenda Landolt Date 4-4-2022

Brenda Landolt, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

Date 4/4/2022

Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: March 17, 2022 - April 7, 2022
CITY COUNCIL: March 18, 2022 - April 8, 2022

Last check from previous run: 358419 dated 3/23/2022 issued to Xylem Watering Solutions for $3,395.81
Last ACH from previous run: 754 dated 3/23/2022 issued to Winery Alliance of BI for $6,000.00

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
ACH/EFT	3/15/2022	755-762	US Bank/Credit card purchases - Feb. 2022, Printed as 8 checks	47,309.88
ACH/EFT	3/25/2022	763	COBI/Utility billing - Mar. 2022	1,568.19
ACH/EFT	3/25/2022	764	WA State DOL/Firearm permits - Mar. 2022	327.00
ACH/EFT	3/25/2022	765	WA State DOR/Excise taxes - Feb. 2022	6,617.81
ACH/EFT	4/4/2022	766	EX/The Lesser Known Players/2020-2021 Cultural arts & sciences	11,166.45
Manual	3/18/2022	358420	CenturyLink/Citywide telemetry - Mar. 2022	472.47
Manual	3/18/2022	358421	ENG/Kitsap County Treasurer/Police, Court building real estate taxes	10.00
Manual	3/18/2022	358422	Puget Sound Energy/Citywide energy services	29.78
Manual	3/25/2022	358423	CRT/All Shred Peninsula Services/Shredding services	32.00
Manual	3/25/2022	358424	POL,EOC/AT&T Mobility/Wireless Charges	2,955.55
Manual	3/25/2022	358425	POL/Law Enforcement Seminars/Background Inv. training Dominowski	395.00
Manual	3/25/2022	358426	Puget Sound Energy/Mar. 2022 green power contract	863.72
Manual	3/25/2022	358427	Puget Sound Energy/Citywide energy services	129.00
Manual	3/25/2022	358428	Verizon/Citywide wireless charges - Mar. 2022	78.85
Manual	4/4/2022	358429	CenturyLink/Citywide telemetry - Mar. 2022	58.37
Manual	4/4/2022	358430	ENG/COBI/POL, COURT building permit	32,951.00
Manual	4/4/2022	358431	EX/COBI/Petty cash reimbursement	15.00
Manual	4/4/2022	358432	WA Water Service/Decant facility water	176.69
			Total Manual Checks and Electronic Disbursements	**105,156.76**
Regular Run Checks	4/13/2022	358433-358511	**Total Regular Check Run**	**194,698.34**
Regular Run ACH	4/13/2022	767-809	**Total Regular ACH Run**	**258,226.54**
			Total Disbursements	**558,081.64**
Retainage Release	3/18/2022	203	Backflows Northwest/Backflow testing 2021	922.41
Travel Advance	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.

Karl R. Shaw, Accounting Manager — Date: 4/6/2022

MANUAL 3/18/22 JK



CASH ACCOUNT: 628 111100 CASH-RETAINAGE

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
203	03/18/2022	PRTD	9542	BACKFLOWS NORTHWEST,	254368	RETREL-00510-2	03/14/2022		RT031822	922.41
Invoice: RETREL-00510-2						RET REL BACKFLOW TESTING 2021				
					922.41	41628860 586000	RETAINAGE RELEASE			
								CHECK	203 TOTAL:	922.41
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		922.41

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	922.41

*** GRAND TOTAL *** 922.41

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
2022 3 175								
APP 622-213000					ACCOUNTS PAYABLE		922.41	
03/18/2022	RT031822	031822			AP CASH DISBURSEMENTS JOURNAL			
APP 628-111100					CASH-RETAINAGE			922.41
03/18/2022	RT031822	031822			AP CASH DISBURSEMENTS JOURNAL			
					JOURNAL 2022/03/175	TOTAL	922.41	922.41

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
622 EXPENDABLE TRUST FUND	2022	3	175	03/18/2022		
622-213000				ACCOUNTS PAYABLE	922.41	
628-111100				CASH-RETAINAGE		922.41
				FUND TOTAL	922.41	922.41

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

03/17/2022 10:41 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
755	03/15/2022	PRTD	7314	US BANK	254340	012822MDOZ	01/28/2022		USB0222	5.88
	Invoice: 012822MDOZ						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARD MAILING			
					5.88	63470586 544000	CUR-DEV-ZONING-ADV			
					254341	020322MDOZ	02/03/2022		USB0222	32.97
	Invoice: 020322MDOZ						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARD MAILING			
					32.97	63470586 544000	CUR-DEV-ZONING-ADV			
					254342	020722MDOZ	02/07/2022		USB0222	25.00
	Invoice: 020722MDOZ						PCD/WAPRO/ANNUAL MEMBERSHIP - MD			
					25.00	63470588 549100	CUR-DEV PLAN-DUES/SUBSCR			
					254343	020922MDOZ	02/09/2022		USB0222	218.43
	Invoice: 020922MDOZ						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARD MAILING			
					218.43	63470586 544000	CUR-DEV-ZONING-ADV			
					254344	022422MDOZ	02/24/2022		USB0222	22.94
	Invoice: 022422MDOZ						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARD MAILING			
					22.94	63470586 544000	CUR-DEV-ZONING-ADV			
					254345	022422MDOZ-A	02/24/2022		USB0222	48.15
	Invoice: 022422MDOZ-A						PCD/CLICK2MAIL/LEGAL NOTICE POSTCARD MAILING			
					48.15	63470586 544000	CUR-DEV-ZONING-ADV			
					253936	020122CK	02/01/2022		USB0222	300.00
	Invoice: 020122CK						PW/PY STORAGE/STORAGE RENTAL			
					300.00	73011189 545000	O&M - C/E FACIL RENTS & LEASES			
					253937	020222CK	02/02/2022		USB0222	15.79
	Invoice: 020222CK						PW/UPS/POSTAGE			
					15.79	91415345 542500	GG-ROCKAWAY BCH-POSTAGE			
					253938	012622DM	01/26/2022		USB0222	100.00
	Invoice: 012622DM						PW/IMSA/MEMBERSHIP DUES - MB			
					100.00	73111264 549100	O&M-STREET-TRAF CONTROL-MISC			
					253939	012622DM-A	01/26/2022		USB0222	100.00
	Invoice: 012622DM-A						PW/IMSA/MEMBERSHIP DUES - JR			
					100.00	73111264 549100	O&M-STREET-TRAF CONTROL-MISC			
					253940	012722DM	01/27/2022		USB0222	100.00
	Invoice: 012722DM						PW/PSI/CROSS CONNECTION CONTROL EXAM			
					100.00	73411345 549100	DUES/SUBSCRIPTIONS			
					253941	012722DM-A	01/27/2022		USB0222	100.00
	Invoice: 012722DM-A						PW/WATER TREATMENT PLANT EXAM			
					100.00	73411345 549100	DUES/SUBSCRIPTIONS			
					253942	020222DM	02/02/2022		USB0222	650.00
	Invoice: 020222DM						PW/WA REC & PARKS/CPSI COURSE, EXAM - MB			
					650.00	73011768 443410	O&M-C/E-PARKS-TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				253943	020422DM	02/04/2022	USB0222		300.00
	Invoice: 020422DM					PW/EVERGREEN RURAL WATER WA/EXAM REVIEW - NP			
				300.00	73411345 443410	O&M-WTR MAINT-TRAINING EXP			
				253944	021022DM	02/10/2022	USB0222		6,435.00
	Invoice: 021022DM					PW/GRAVITEC SYSTEMS/FALL PROTECTION TRAINING X13			
				6,435.00	73637891 443410	O&M-ALLOC ADM-TRAINING EXP			
				253945	021422DM	02/14/2022	USB0222		400.00
	Invoice: 021422DM					PW/GRN RIVER COLLEGE/WATER DIST MANAGER EXAM - RG			
				400.00	73411345 443410	O&M-WTR MAINT-TRAINING EXP			
				253946	021422DM-A	02/14/2022	USB0222		555.00
	Invoice: 021422DM-A					PW/IMSA/SIGNS TECHNICIAN EXAM - JR			
				555.00	73111264 443410	O&M-STREET-TRAF CONTROL-TRAINI			
				253947	021422DM-B	02/14/2022	USB0222		450.00
	Invoice: 021422DM-B					PW/IMSA/SIGNS TECHNICIAN EXAM - MB			
				450.00	73111264 443410	O&M-STREET-TRAF CONTROL-TRAINI			
				253948	021422DM-C	02/14/2022	USB0222		155.28
	Invoice: 021422DM-C					PW/AMAZON/SALT BRINE HYDROMETER			
				155.28	73111266 531100	OFFICE SUPPLIES			
				253949	021522DM	02/15/2022	USB0222		150.00
	Invoice: 021522DM					PW/NEEC/BOC CERTIFICATE RENEWAL - MB			
				150.00	73011189 549100	O&M - C/E FACIL DUES/SUBSCR			
						CHECK	755 TOTAL:		10,164.44
756	03/15/2022	PRTD	7314 US BANK	253950	021522DM-A	02/15/2022	USB0222		175.06
	Invoice: 021522DM-A					PW/IMSA/SIGNAL TECHNICIAN STUDY GUIDE			
				175.06	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				253951	021722DM	02/17/2022	USB0222		115.49
	Invoice: 021722DM					PW/SONETICS/HARD HAT ADAPTER			
				115.49	73431835 531100	OFFICE SUPPLIES			
				253952	021822DM	02/18/2022	USB0222		85.02
	Invoice: 021822DM					PW/AMAZON/CUP HOLDER TABLET MOUNT			
				85.02	73431835 531100	OFFICE SUPPLIES			
				253953	012622JR	01/26/2022	USB0222		39.15
	Invoice: 012622JR					PW/AMAZON/PRINTER CARTRIDGE SIGN SHOP			
				39.15	73637891 531100	OFFICE SUPPLIES			
				253954	012422JR	01/24/2022	USB0222		48.34
	Invoice: 012422JR					PW/AMAZON/PENS, SHREDDER OIL BOTTLES			
				48.34	73637891 531100	OFFICE SUPPLIES			
				253955	013122JR	01/31/2022	USB0222		60.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
			Invoice: 013122JR		PCD/ICC/MEMBERSHIP RENEWAL - CW				
				60.00	62471591 549100 BLDG - BLDG DUES/SUBSCRIPTIONS				
				253956	020222JR	02/02/2022	USB0222		-60.00
			Invoice: 020222JR		PCD/ICC/MEMBERSHIP CREDIT - AP				
				-60.00	65470597 549100 CODE - DEV DUES/SUBSCRIPTIONS				
				253957	020222KG	02/02/2022	USB0222		35.00
			Invoice: 020222KG		ENG/MRSC OF WA/PROCUREMENT TRAINING - NR				
				35.00	72111436 443410 ENG - ACCESS TRANS TRAINING				
				253958	020222KG-A	02/02/2022	USB0222		35.00
			Invoice: 020222KG-A		ENG/MRSC OF WA/PROCUREMENT TRAINING - NR				
				35.00	72111436 443410 ENG - ACCESS TRANS TRAINING				
				253959	020422KG	02/04/2022	USB0222		169.72
			Invoice: 020422KG		ENG/FULL SOURCE/HARD HATS				
				42.43	72111431 531100 ENG - ACCESS MGMT SUPPLIES				
				42.43	72411341 531100 ENG - WATER ADMIN SUPPLIES				
				42.43	72421351 531100 ENG - SEWER ADMIN SUPPLIES				
				42.43	72431831 531100 ENG - SSWM ADM SUPPLIES				
				253960	020722KG	02/07/2022	USB0222		50.00
			Invoice: 020722KG		ENG/WWU/SALISH SEA CONF-CB				
				50.00	72411341 443410 ENG - WATER TRAINING				
				253961	021022KG	02/10/2022	USB0222		673.60
			Invoice: 021022KG		ENG/WHISTLE WORKWEAR/SAFETY VESTS				
				168.40	72111431 531100 ENG - ACCESS MGMT SUPPLIES				
				168.40	72411341 531100 ENG - WATER ADMIN SUPPLIES				
				168.40	72421351 531100 ENG - SEWER ADMIN SUPPLIES				
				168.40	72431831 531100 ENG - SSWM ADM SUPPLIES				
				253962	012722AL	01/27/2022	USB0222		12.61
			Invoice: 012722AL		EX/UPS STORE/SHIPPING NW LAPTOP REPAIR				
				12.61	31011229 54110001069 COVID19 TESTING-PROF SVCS				
				253963	012722AL-A	01/27/2022	USB0222		3,471.82
			Invoice: 012722AL-A		EX/CORT PARTY RENTAL/COVID TEST SITE TENT RENTAL				
				3,471.82	31011229 54110001069 COVID19 TESTING-PROF SVCS				
				253964	020322AL	02/03/2022	USB0222		87.08
			Invoice: 020322AL		EX/GARMIN/SUBSCRIPTION FOR GARMIN INREACH				
				87.08	31011256 541100 EX-GF-EMERG PREP-PROF SVCS				
				253965	020722AL	02/07/2022	USB0222		55.50
			Invoice: 020722AL		EX/NCSI/VOLUNTEER BACKGROUND CHECKS				
				55.50	31011229 54110001069 COVID19 TESTING-PROF SVCS				
				253966	020722AL-A	02/07/2022	USB0222		86.04
			Invoice: 020722AL-A		EX/AMAZON/KN95S FOR STAFF				
				86.04	31011252 53110001069 COVID19-SUPPLIES				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					253967	021122AL	02/11/2022	USB0222		269.89
				Invoice: 021122AL			EX/SIGNUPGENIUS/ANNUAL SUBSCRIPTION			
					269.89	31011256 541100	EX-GF-EMERG PREP-PROF SVCS			
					254003	012822PN	01/28/2022	USB0222		93.28
				Invoice: 012822PN			EXCC/ATTRNY & NOTARY SUPPLIES/STAMP & BOOK			
					93.28	36011143 531100	CLERK-C/E SUPPLIES			
					254004	020122PN	02/01/2022	USB0222		125.00
				Invoice: 020122PN			EXCC/WMCA/CONT EDUCATION SPRING ACADEMY			
					125.00	36011143 443410	CLERK-GF-TRAINING			
								CHECK	756 TOTAL:	5,627.60
757	03/15/2022	PRTD	7314	US BANK	254005	020922PN	02/09/2022	USB0222		-300.00
				Invoice: 020922PN			EXCC/WSU PROF ED/PROF DEVEL OVERCHAGE REFUND			
					-300.00	36011143 443410	CLERK-GF-TRAINING			
					254006	020922PN-A	02/09/2022	USB0222		25.08
				Invoice: 020922PN-A			EXCC/AMAZON/HALF PAGE LABELS			
					25.08	36011143 531100	CLERK-C/E SUPPLIES			
					254007	021622JB	02/16/2022	USB0222		37.33
				Invoice: 021622JB			POL/ALLIANZ/TRAVEL INSURANCE			
					37.33	53011212 443410	POLICE - C/E PATROL TRAINING			
					254008	021522JB	02/15/2022	USB0222		45.00
				Invoice: 021522JB			POL/WILD APRICOT/ILEETA MEMBERSHIP DUES			
					45.00	53011212 549100	PD-C/E-PATROL-DUES/SUBCR/MEMBR			
					254009	021522JB-A	02/15/2022	USB0222		597.20
				Invoice: 021522JB-A			POL/ALASKA AIRLINES/RT AIRFARE TO ST LOUIS			
					597.20	53011212 443410	POLICE - C/E PATROL TRAINING			
					254010	022222JB	02/22/2022	USB0222		865.68
				Invoice: 022222JB			POL/PORT OF BROWNSVILLE/FUEL FOR M8			
					865.68	54025212 532000	MARINE - FUEL			
					254011	012522ZB	01/25/2022	USB0222		18.75
				Invoice: 012522ZB			POL/SALTY DOG WASH/K9 NAIL TRIM, BATH			
					18.75	53011212 54110000962	TRACKING CANINE-PROF SVCS			
					254012	013122ZB	01/31/2022	USB0222		16.79
				Invoice: 013122ZB			POL/CHIPOTLE/LUNCH			
					16.79	53011212 443410	POLICE - C/E PATROL TRAINING			
					254013	020122ZB	02/01/2022	USB0222		18.17
				Invoice: 020122ZB			POL/CHIPOTLE/LUNCH			
					18.17	53011212 443410	POLICE - C/E PATROL TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				254014	020222ZB	02/02/2022		USB0222	12.06
	Invoice: 020222ZB				POL/CHIPOTLE/LUNCH				
				12.06	53011212 443410	POLICE - C/E PATROL TRAINING			
				254015	020422ZB	02/04/2022		USB0222	15.30
	Invoice: 020422ZB				POL/CHIPOTLE/LUNCH				
				15.30	53011212 443410	POLICE - C/E PATROL TRAINING			
				254016	020322ZB	02/03/2022		USB0222	32.03
	Invoice: 020322ZB				POL/JIMMY MACK'S ROADHOUE/LUNCH				
				32.03	53011212 443410	POLICE - C/E PATROL TRAINING			
				254017	021022ZB	02/10/2022		USB0222	18.75
	Invoice: 021022ZB				POL/SALTY DOG WASH/K9 NAIL TRIM, BATH				
				18.75	53011212 54110000962	TRACKING CANINE-PROF SVCS			
				254018	022122ZB	02/21/2022		USB0222	39.22
	Invoice: 022122ZB				POL/Z-BONES/K9 SHAMPOO				
				39.22	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				254019	012822BB	01/28/2022		USB0222	72.85
	Invoice: 012822BB				POL/CHEWY/K9 FOOD				
				72.85	53011212 53110000962	TRACKING CANINE-SUPPLIES			
				254020	012822BB-A	01/28/2022		USB0222	19.51
	Invoice: 012822BB-A				POL/AMAZON/NEW PATROL OFFICERS NAMEPLATES				
				19.51	53011212 531100	PD-C/E-PATROL SUPPLIES			
				254021	020122BB	02/01/2022		USB0222	910.00
	Invoice: 020122BB				POL/MITAGS/HARBORMASTER TRAINING - TA				
				910.00	55011757 443410	PD-HARBORMASTER-TRAINING			
				254022	020222BB	02/02/2022		USB0222	376.00
	Invoice: 020222BB				POL/RELIABLE STORAGE/STORAGE UNIT RENT				
				376.00	53011212 545000	POLICE - C/E PATROL RENTS			
				254023	020322BB	02/03/2022		USB0222	176.00
	Invoice: 020322BB				POL/USPS.COM/3 ROLLS POSTAGE STAMPS				
				176.00	91011215 542500	GG-C/E-PD-POSTAGE			
				254024	022022BB	02/20/2022		USB0222	57.51
	Invoice: 022022BB				POL/CHEWY/K9 FOOD				
				57.51	53011212 53110000962	TRACKING CANINE-SUPPLIES			
						CHECK	757 TOTAL:		3,053.23
758	03/15/2022	PRTD	7314 US BANK	254025	021622JC	02/16/2022		USB0222	22.91
	Invoice: 021622JC				POL/CHICK-FIL-A/MEAL, TRIP TO OLYMPIA LAB				
				22.91	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
				254026	021822JF	02/18/2022		USB0222	214.85

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
			Invoice: 021822JF			POL/C&H PRECISION/GLOCK HANDGUN OPTICS X3			
				214.85	53011212 531100	PD-C/E-PATROL SUPPLIES			
				254027	022322JF	02/23/2022	USB0222		193.73
			Invoice: 022322JF			POL/AMAZON/TRAIL CAMERAS X3			
				193.73	53011212 531100	PD-C/E-PATROL SUPPLIES			
				254028	021722EH	02/17/2022	USB0222		6.25
			Invoice: 021722EH			POL/WSDOT BRIDGE TOLL/TRIP TO LAB IN OLYMPIA			
				6.25	52011212 549100	PD-C/E-INV-DUES/SUBSCR/MEMBRSH			
				254029	020222WS	02/02/2022	USB0222		84.93
			Invoice: 020222WS			POL/WEST HILLS FORD,MAZDA/KEY DUPLICATION			
				84.93	53011212 541100	POLICE - C/E PATROL PROF SVCS			
				254030	020222WS-A	02/02/2022	USB0222		19.08
			Invoice: 020222WS-A			POL/ANYTIME LOCK & SAFE/KEY DUPLICATION			
				19.08	51011211 541100	PD-C/E-ADM-PROF SVCS			
				254031	021822WS	02/18/2022	USB0222		63.47
			Invoice: 021822WS			POL/GALLS/INERT SPRAY X4			
				63.47	53011212 443410	POLICE - C/E PATROL TRAINING			
				254032	021422BS	02/14/2022	USB0222		59.70
			Invoice: 021422BS			POL/AMAZON/SALT-AWAY CLEANSER FOR M11			
				59.70	54025212 531100	MARINE - SUPPLIES			
				254033	021422BS-A	02/14/2022	USB0222		38.72
			Invoice: 021422BS-A			POL/AMAZON/OIL FILTERS FOR M11			
				38.72	54025212 531100	MARINE - SUPPLIES			
				254050	010922CW-B	01/09/2022	USB0222		-398.00
			Invoice: 010922CW-B			EX/AMAZON/SOUND PROOF BLANKETS RETURN			
				-398.00	31011252 53110001069	COVID19-SUPPLIES			
				254056	012622KB	01/26/2022	USB0222		90.00
			Invoice: 012622KB			HR/CRAIGSLIST/SR IT SPECIALIST JOB AD			
				90.00	33011161 544000	HR-C/E-ADVERTISING			
				254057	012722KB	01/27/2022	USB0222		350.00
			Invoice: 012722KB			HR/AWC/JOB POSTING 10 PACK			
				350.00	33011161 544000	HR-C/E-ADVERTISING			
				254058	012822KB	01/28/2022	USB0222		135.00
			Invoice: 012822KB			HR/CRAIGSLIST/ADMIN SPECIALIST III JOB AD			
				135.00	33011161 544000	HR-C/E-ADVERTISING			
				254059	020222KB	02/02/2022	USB0222		412.00
			Invoice: 020222KB			EX/GARE/ANNUAL MEMBERSHIP MTG - J DEETS			
				412.00	31011572 443410	EX-GF-OUTREACH-TRAINING			
				254060	020322KB	02/03/2022	USB0222		412.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 020322KB				254061	020422KB	02/04/2022	USB0222		250.00
					412.00	31011572 443410	EX/GARE/ANNUAL MEMBERSHIP MTG - B FANTROY-JOHNSON EX-GF-OUTREACH-TRAINING			
	Invoice: 020422KB				254062	020422KB-A	02/04/2022	USB0222		225.00
					250.00	33011161 53110000302	HR/TOWN&COUNTRY/GIFTCARDS EMPLOYEE SERVICE EMPLOYEE RECOG-HR-C/E-SUPPLIES			
	Invoice: 020422KB-A				254063	020422KB-B	02/04/2022	USB0222		90.00
					225.00	33011161 549100	HR/NPELRA/ANNUAL MEMBERSHIP - K BROWN HR-C/E-DUES & SUBSCRIPTIONS			
	Invoice: 020422KB-B				254064	020522KB	02/05/2022	USB0222		45.00
					90.00	33011161 544000	HR/CRAIGSLIST/COURT ADMINISTRATOR JOB AD HR-C/E-ADVERTISING			
	Invoice: 020522KB				254065	020422KB-C	02/04/2022	USB0222		175.00
					45.00	33011161 544000	HR/CRAIGSLIST/ARBORIST JOB AD HR-C/E-ADVERTISING			
	Invoice: 020422KB-C				254066	020422KB-D	02/04/2022	USB0222		150.00
					175.00	33011161 53110000302	HR/RITE AID/GIFT CARDS EMPLOYEE SERVICE EMPLOYEE RECOG-HR-C/E-SUPPLIES			
							CHECK	758 TOTAL:		2,489.64
759	03/15/2022	PRTD	7314	US BANK	254067	020722KB	02/07/2022	USB0222		100.00
	Invoice: 020422KB-D				150.00	33011161 53110000302	HR/RITE AID/GIFT CARDS EMPLOYEE SERVICE EMPLOYEE RECOG-HR-C/E-SUPPLIES			
	Invoice: 020722KB				254068	020922KB	02/09/2022	USB0222		130.00
					100.00	33011161 53110000302	HR/SAFEWAY/GIFT CARDS EMPLOYEE SERVICE EMPLOYEE RECOG-HR-C/E-SUPPLIES			
	Invoice: 020922KB				254069	021022KB	02/10/2022	USB0222		130.00
					130.00	33011161 544000	HR/GOVERNMENT JOBS/SR IT SPECIALIST JOB AD HR-C/E-ADVERTISING			
	Invoice: 021022KB				254070	021222KB	02/12/2022	USB0222		90.00
					130.00	33011161 544000	HR/GOVERNMENT JOBS/ADMIN SPECIALIST III JOB AD HR-C/E-ADVERTISING			
	Invoice: 021222KB				254071	021222KB-A	02/12/2022	USB0222		412.00
					90.00	33011161 544000	HR/CRAIGSLIST/SEASONAL MAINTEN JOB AD HR-C/E-ADVERTISING			
	Invoice: 021222KB-A				254072	021422KB	02/14/2022	USB0222		100.00
					412.00	31011572 443410	EX/GARE/ANNUAL MEMBERSHIP MTG - E SCHROER EX-GF-OUTREACH-TRAINING			
	Invoice: 021422KB						HR/LGHN/COURT ADMINISTRATOR JOB AD			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				100.00	33011161 544000 HR-C/E-ADVERTISING				
				254073	021422KB-A	02/14/2022	USB0222		450.00
Invoice: 021422KB-A					HR/NPFBA/COURT ADMINISTRATOR JOB AD				
				450.00	33011161 544000 HR-C/E-ADVERTISING				
				254074	021522KB	02/15/2022	USB0222		130.00
Invoice: 021522KB					HR/GOVERNMENT JOBS/COURT ADMINISTRATOR JOB AD				
				130.00	33011161 544000 HR-C/E-ADVERTISING				
				254075	021622KB	02/16/2022	USB0222		90.00
Invoice: 021622KB					HR/CRAIGSLIST/MAINTENANCE WORKER JOB AD				
				90.00	33011161 544000 HR-C/E-ADVERTISING				
				254076	021622KB-A	02/16/2022	USB0222		412.00
Invoice: 021622KB-A					EX/GARE/ANNUAL MEMBERSHIP MTG - J FONG				
				412.00	31011572 443410 EX-GF-OUTREACH-TRAINING				
				254077	021622KB-B	02/16/2022	USB0222		75.00
Invoice: 021622KB-B					HR/SAFEWAY/GIFT CARDS EMPLOYEE SERVICE				
				75.00	33011161 53110000302 EMPLOYEE RECOG-HR-C/E-SUPPLIES				
				254078	021722KB	02/17/2022	USB0222		90.00
Invoice: 021722KB					HR/CRAIGLIST/ADMIN SPECIALIST II JOB AD				
				90.00	33011161 544000 HR-C/E-ADVERTISING				
				254079	021922KB	02/19/2022	USB0222		130.00
Invoice: 021922KB					HR/NEOGOV/ARBORIST JOB AD				
				130.00	33011161 544000 HR-C/E-ADVERTISING				
				254080	022522KB	02/25/2022	USB0222		295.00
Invoice: 022522KB					HR/NEOGOV/SE IT SPECIALIST JOB AD				
				295.00	33011161 544000 HR-C/E-ADVERTISING				
				254081	012722MD	01/27/2022	USB0222		99.00
Invoice: 012722MD					IT/NAGARA/INFORMATION GOVERNANCE CLASS MD				
				99.00	81011881 443410 IT - C/E TRAINING				
				254082	012822MD	01/28/2022	USB0222		57.81
Invoice: 012822MD					IT/ADOBE/CREATIVE CLOUD SOFTWARE				
				57.81	81011881 535100 IT - C/E COMPUTER SOFTWARE				
				254083	020222MD	02/02/2022	USB0222		49.06
Invoice: 020222MD					IT/DRI-AOMEI/PARTITION ASSISTANT SOFTWARE				
				49.06	81011881 535100 IT - C/E COMPUTER SOFTWARE				
				254084	020222MD-A	02/02/2022	USB0222		60.78
Invoice: 020222MD-A					IT/AMAZON/IPAD, SANDISK CASES				
				60.78	81011881 531100 IT - C/E SUPPLIES				
				254085	020122MD	02/01/2022	USB0222		320.47
Invoice: 020122MD					IT/AMAZON/SANDISK STORAGE				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				320.47	81011881 531100	IT - C/E SUPPLIES			
						CHECK	759 TOTAL:		3,371.12
760	03/15/2022	PRTD	7314 US BANK	254086	020122MD-A	02/01/2022	USB0222		457.18
Invoice: 020122MD-A						IT/AMAZON/CABLES, KEYBOARDS, MONITORS			
				457.18	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				254087	020122MD-B	02/01/2022	USB0222		2,006.97
Invoice: 020122MD-B						IT/ZOOM/VIDEOCONFERENCING			
				2,006.97	81011252 53510001069	COVID19-SOFTWARE			
				254088	020122MD-C	02/01/2022	USB0222		239.97
Invoice: 020122MD-C						IT/AMAZON/PRINT FUSER KIT			
				239.97	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				254089	020322MD	02/03/2022	USB0222		16.35
Invoice: 020322MD						IT/AMAZON/INDEX TABS STICKY			
				16.35	81011881 531100	IT - C/E SUPPLIES			
				254090	020422MD	02/04/2022	USB0222		1,227.36
Invoice: 020422MD						IT/BEST BUY/LENOVO LAPTOP			
				1,227.36	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				254091	020422MD-A	02/04/2022	USB0222		54.49
Invoice: 020422MD-A						IT/PAYPRO/SYSTWEAK SOFTWARE			
				54.49	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				254092	020522MD	02/05/2022	USB0222		392.75
Invoice: 020522MD						IT/LENOVO/DOCKING STATION			
				392.75	81011881 535100	IT - C/E COMPUTER SOFTWARE			
				254093	020922MD	02/09/2022	USB0222		107.38
Invoice: 020922MD						IT/AMAZON/CELL PHONE SCREEN PROTECTORS			
				107.38	81011881 531100	IT - C/E SUPPLIES			
				254094	020922MD-A	02/09/2022	USB0222		216.02
Invoice: 020922MD-A						IT/AMAZON/LASER PRINTER (DETECTIVES)			
				216.02	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				254095	021022MD	02/10/2022	USB0222		348.70
Invoice: 021022MD						IT/AMAZON/OTTERBOX FOR POLICE CELLS			
				348.70	81011881 531100	IT - C/E SUPPLIES			
				254096	021022MD-A	02/10/2022	USB0222		154.96
Invoice: 021022MD-A						IT/AMAZON/PRINT CARTRIDGE, DOCK STATION			
				154.96	81011881 535500	IT - C/E COMPUTER PARTS & EQ			
				254097	021022MD-B	02/10/2022	USB0222		4,254.87
Invoice: 021022MD-B						IT/COSTCO/SURFACE LAPTOPS X3			
				4,254.87	81011881 535500	IT - C/E COMPUTER PARTS & EQ			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
				254098	021822MD	02/18/2022	USB0222		43.63
			Invoice: 021822MD	43.63	81011881 535500	IT/AMAZON/MOUSE AND KEYBOARD IT - C/E COMPUTER PARTS & EQ			
				254099	021822MD-A	02/18/2022	USB0222		5,564.07
			Invoice: 021822MD-A	5,564.07	81011881 535500	IT/COSTCO/SURFACE LAPTOPS X3 IT - C/E COMPUTER PARTS & EQ			
				254100	021822MD-B	02/18/2022	USB0222		41.71
			Invoice: 021822MD-B	41.71	81011881 531100	IT/AMAZON/VELCRO TIES, POWER STRIP IT - C/E SUPPLIES			
				254101	021122MD	02/11/2022	USB0222		135.27
			Invoice: 021122MD	135.27	81011881 535500	IT/AMAZON/KVM SWITCH-RODGERS IT - C/E COMPUTER PARTS & EQ			
				254102	021922MD	02/19/2022	USB0222		39.52
			Invoice: 021922MD	39.52	81011881 535500	IT/AMAZON/MOUSE PADS IT - C/E COMPUTER PARTS & EQ			
				254103	021922MD-A	02/19/2022	USB0222		135.27
			Invoice: 021922MD-A	135.27	81011881 535500	IT/AMAZON/TONER CARTRIDGES - O&M IT - C/E COMPUTER PARTS & EQ			
				254104	022222MD	02/22/2022	USB0222		74.16
			Invoice: 022222MD	74.16	81011881 531100	IT/AMAZON/TONER CARTRIDGES - O&M IT - C/E SUPPLIES			
				254105	022222MD-A	02/22/2022	USB0222		239.96
			Invoice: 022222MD-A	239.96	81011881 535500	IT/AMAZON/KEYBOARD, MOUSE X4 IT - C/E COMPUTER PARTS & EQ			
								CHECK 760 TOTAL:	15,750.59
761	03/15/2022	PRTD	7314 US BANK	254106	022422MD	02/24/2022	USB0222		414.57
			Invoice: 022422MD	414.57	81011881 535500	IT/HEWLETT PACKARD/LAPTOP - O&M IT - C/E COMPUTER PARTS & EQ			
				254107	022422MD-A	02/24/2022	USB0222		86.42
			Invoice: 022422MD-A	86.42	81011881 535500	IT/AMAZON/RING LIGHT - MORIWAKI IT - C/E COMPUTER PARTS & EQ			
				254110	020322DP	02/03/2022	USB0222		695.00
			Invoice: 020322DP	695.00	41011141 549100	FIN/WWU EMARKETS/PSEF ANNUAL SUBSCRIPTION FIN-C/E-DUES, SUBS,MEMBERSHIPS			
				254111	012922KD	01/29/2022	USB0222		9.99
			Invoice: 012922KD	9.99	31011572 549100	EX/KITSAP SUN/ONLINE SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC					
				254112	021022KD	02/10/2022	USB0222		4.00
Invoice: 021022KD				EX/BUSINESS JOURNAL/ONLINE SUBSCRIPTION					
				4.00	31011572 549100	OUTREACH DUES, SUBS& MEMBER			
				254113	021322KD	02/13/2022	USB0222		76.37
Invoice: 021322KD				EX/CONSTANT CONTACT/CITY MANAGER REPORT SUBSCRIPT					
				76.37	31011572 549100	OUTREACH DUES, SUBS& MEMBER			
				254163	021622ES	02/16/2022	USB0222		669.50
Invoice: 021622ES				EX/GARE/MEMBERSHIPS RB, ES, DM					
				669.50	31011572 44341001064	RETF-TRAINING			
				254178	020122BK	02/01/2022	USB0222		325.00
Invoice: 020122BK				EX/ICMA/2022 WEST COAST REGIONAL CONFERENCE					
				325.00	31011134 443410	EX-GF-TRAINING			
				254179	020122BK-A	02/01/2022	USB0222		202.55
Invoice: 020122BK-A				EX/SKAMANIA LODGE/CONFERENCE LODGING					
				202.55	31011134 443410	EX-GF-TRAINING			
				254180	020122RL	02/01/2022	USB0222		20.65
Invoice: 020122RL				ENG/NAMETAG COUNTY/MAGNETIC NAMETAG SC					
				20.65	72431832 531100	ENG - SSWM PLAN SUPPLIES			
				254181	020122RL-A	02/01/2022	USB0222		20.45
Invoice: 020122RL-A				EX/CUPS/LUNCH MEETING REAC					
				20.45	31011131 539100	EX-GF-WORKED MEALS			
				254182	020222RL	02/02/2022	USB0222		109.10
Invoice: 020222RL				LEGAL/LEXISNEXIS/ONLINE LEGAL SUBSCRIPTION					
				109.10	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
				254183	020322RL	02/03/2022	USB0222		50.00
Invoice: 020322RL				EX/PAYPAL/FARMER'S MARKET BOOTH DEPOSIT					
				50.00	31011131 542450	EX-COMMUNITY INFO & OUTREACH			
				254184	020922RL	02/09/2022	USB0222		2,004.00
Invoice: 020922RL				EX/NATIONAL LEAGUE OF CITIES/ANNUAL MEMBERSHIP					
				2,004.00	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
				254185	021322RL	02/13/2022	USB0222		9.99
Invoice: 021322RL				EX/KITSAP SUN/ANNUAL ONLINE SUBSCRIPTION					
				9.99	31011131 549100	EX-GF-DUES/SUBCR/MEMBERSH			
				254245	022322AS	02/23/2022	USB0222		35.00
Invoice: 022322AS				EX/MRSC/REGISTRATION PROCESS MATTERS WEBINAR					
				35.00	31011492 443410	CLIMATE ADAPTION-TRAINING			
				254246	020222MS	02/02/2022	USB0222		4.99
Invoice: 020222MS				PCD/KITSAP SUN/MONTHLY DIGITAL NEWSPAPER					
				4.99	61470581 549100	PCD - DEV ADMIN DUES/SUBSCR			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					254247	020222MS-A	02/02/2022		USB0222	900.00
	Invoice: 020222MS-A					PCD/PY STORAGE 98110/MONTHLY ARCHIVE STORAGE				
					900.00	61470581 545000 PCD - DEV ADMIN RENTS & LEASES				
					254248	020922MS	02/09/2022		USB0222	50.68
	Invoice: 020922MS					PCD/AMAZON/COAT RACK, PADLOCK				
					50.68	63011252 53110001069 COVID19-SUPPLIES				
					254249	021022MS	02/10/2022		USB0222	35.00
	Invoice: 021022MS					PCD/MSRC/WEBINAR PETER BEST				
					35.00	61011584 443410 PCD - C/E ADM TRAINING				
							CHECK	761 TOTAL:		5,723.26
762	03/15/2022	PRTD	7314	US BANK	254250	021022MS-A	02/10/2022		USB0222	35.00
	Invoice: 021022MS-A					PCD/MSRC/WEBINAR PETER BEST				
					35.00	61011584 443410 PCD - C/E ADM TRAINING				
					254251	022122MS	02/21/2022		USB0222	1,000.00
	Invoice: 022122MS					PCD/WABO/WABO REGISTRATIONS X 6				
					1,000.00	62471594 443410 BLDG-TRAINING				
					254252	022122BH	02/21/2022		USB0222	95.00
	Invoice: 022122BH					PCD/WABO/YEARLY MEMBERSHIP BH				
					95.00	62471591 549100 BLDG - BLDG DUES/SUBSCRIPTIONS				
							CHECK	762 TOTAL:		1,130.00

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 47,309.88

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	47,309.88

*** GRAND TOTAL *** 47,309.88

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
2022 3 148									
APP 407-213000					ACCOUNTS PAYABLE			2,353.36	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				47,309.88
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			34,798.42	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			1,176.62	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			1,816.17	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			6,522.49	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			431.99	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			210.83	
03/17/2022	USB0222	031722			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			47,309.88	47,309.88
APP 631-130000					DUE TO/FROM CLEARING			40,787.39	
03/17/2022	USB0222	031722							
APP 407-130000					DUE TO/FROM CLEARING				2,353.36
03/17/2022	USB0222	031722							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				34,798.42
03/17/2022	USB0222	031722							
APP 401-130000					DUE TO/FROM CLEARING				1,176.62
03/17/2022	USB0222	031722							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				1,816.17
03/17/2022	USB0222	031722							
APP 403-130000					DUE TO/FROM CLEARING				431.99
03/17/2022	USB0222	031722							
APP 402-130000					DUE TO/FROM CLEARING				210.83
03/17/2022	USB0222	031722							
					SYSTEM GENERATED ENTRIES TOTAL			40,787.39	40,787.39
					JOURNAL 2022/03/148 TOTAL			88,097.27	88,097.27

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	3	148	03/17/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		34,798.42
001-213000				GENERAL - ACCOUNTS PAYABLE	34,798.42	
				FUND TOTAL	34,798.42	34,798.42
101 STREET FUND	2022	3	148	03/17/2022		
101-130000				STREETS - DUE TO/FROM CLEARING		1,816.17
101-213000				STREETS - ACCOUNTS PAYABLE	1,816.17	
				FUND TOTAL	1,816.17	1,816.17
401 WATER OPERATING FUND	2022	3	148	03/17/2022		
401-130000				DUE TO/FROM CLEARING		1,176.62
401-213000				ACCOUNTS PAYABLE	1,176.62	
				FUND TOTAL	1,176.62	1,176.62
402 SEWER OPERATING FUND	2022	3	148	03/17/2022		
402-130000				DUE TO/FROM CLEARING		210.83
402-213000				ACCOUNTS PAYABLE	210.83	
				FUND TOTAL	210.83	210.83
403 STORM & SURFACE WATER FUND	2022	3	148	03/17/2022		
403-130000				DUE TO/FROM CLEARING		431.99
403-213000				ACCOUNTS PAYABLE	431.99	
				FUND TOTAL	431.99	431.99
407 BUILDING & DEVELOPMENT FUND	2022	3	148	03/17/2022		
407-130000				DUE TO/FROM CLEARING		2,353.36
407-213000				ACCOUNTS PAYABLE	2,353.36	
				FUND TOTAL	2,353.36	2,353.36
631 CLEARING FUND	2022	3	148	03/17/2022		
631-130000				DUE TO/FROM CLEARING	40,787.39	
631-213000				ACCOUNTS PAYABLE	6,522.49	
635-111100				CASH		47,309.88
				FUND TOTAL	47,309.88	47,309.88

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		34,798.42
101	STREET FUND		1,816.17
401	WATER OPERATING FUND		1,176.62
402	SEWER OPERATING FUND		210.83
403	STORM & SURFACE WATER FUND		431.99
407	BUILDING & DEVELOPMENT FUND		2,353.36
631	CLEARING FUND	40,787.39	
	TOTAL	40,787.39	40,787.39

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

JK

03/22/2022 08:34 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
763	03/25/2022	MANL	103	CITY OF BAINBRIDGE I	254381	13005MAR22	03/25/2022		UBMAR22	15.29
Invoice: 13005MAR22					15.29	91011768 547500	309 SHANNON DRIVE GG-C/E-PARKS-WTR/SWR			
					254382	13006MAR22	03/25/2022		UBMAR22	415.73
Invoice: 13006MAR22					415.73	91011768 547500	309 SHANNON DRIVE DOCK GG-C/E-PARKS-WTR/SWR			
					254383	10461MAR22	03/25/2022		UBMAR22	502.32
Invoice: 10461MAR22					502.32	91011768 547500	289 SHANNON DRIVE GG-C/E-PARKS-WTR/SWR			
					254384	10463MAR22	03/25/2022		UBMAR22	321.05
Invoice: 10463MAR22					321.05	91011755 547500	370 BRIEN DRIVE GG-C/E-COMMONS-WTR/SWR			
					254385	10464MAR22	03/25/2022		UBMAR22	298.51
Invoice: 10464MAR22					298.51	91011755 547500	402 BRIEN DRIVE GG-C/E-COMMONS-WTR/SWR			
					254386	11573MAR22	03/25/2022		UBMAR22	15.29
Invoice: 11573MAR22					15.29	91011768 547500	5350 CREOSOTE PLACE NE GG-C/E-PARKS-WTR/SWR			
								CHECK	763 TOTAL:	1,568.19
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		1,568.19

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	1,568.19

*** GRAND TOTAL *** 1,568.19

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
2022 3 195									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			1,568.19	
03/25/2022	UBMAR22	032222			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				1,568.19
03/25/2022	UBMAR22	032222			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,568.19	1,568.19
APP 631-130000					DUE TO/FROM CLEARING			1,568.19	
03/25/2022	UBMAR22	032222							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				1,568.19
03/25/2022	UBMAR22	032222							
					SYSTEM GENERATED ENTRIES TOTAL			1,568.19	1,568.19
					JOURNAL 2022/03/195 TOTAL			3,136.38	3,136.38

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	3	195	03/25/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		1,568.19
001-213000				GENERAL - ACCOUNTS PAYABLE	1,568.19	
				FUND TOTAL	1,568.19	1,568.19
631 CLEARING FUND	2022	3	195	03/25/2022		
631-130000				DUE TO/FROM CLEARING	1,568.19	
635-111100				CASH		1,568.19
				FUND TOTAL	1,568.19	1,568.19

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		1,568.19
631	CLEARING FUND	1,568.19	
	TOTAL	1,568.19	1,568.19

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

JK

03/22/2022 08:39 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
764	03/25/2022	MANL	969	DEPARTMENT OF LICENS	254387	MAR22 FA	03/25/2022		FAMAR22	327.00
	Invoice: MAR22 FA						MAR 2022 CPL			
					327.00	41654860 586000	GUN PERMIT OUT			
							CHECK	764 TOTAL:		327.00
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			327.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	327.00

*** GRAND TOTAL *** 327.00

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
2022 3 196									
APP 650-213000					ACCOUNTS PAYABLE			327.00	
03/25/2022	FAMAR22	032222			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				327.00
03/25/2022	FAMAR22	032222			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			327.00	327.00
APP 631-130000					DUE TO/FROM CLEARING			327.00	
03/25/2022	FAMAR22	032222							
APP 650-130000					DUE TO/FROM CLEARING				327.00
03/25/2022	FAMAR22	032222							
					SYSTEM GENERATED ENTRIES TOTAL			327.00	327.00
					JOURNAL 2022/03/196 TOTAL			654.00	654.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND	2022	3	196	03/25/2022		
631-130000				DUE TO/FROM CLEARING	327.00	
635-111100				CASH		327.00
				FUND TOTAL	327.00	327.00
650 AGENCY FUND	2022	3	196	03/25/2022		
650-130000				DUE TO/FROM CLEARING		327.00
650-213000				ACCOUNTS PAYABLE	327.00	
				FUND TOTAL	327.00	327.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND	327.00	
650	AGENCY FUND		327.00
	TOTAL	327.00	327.00

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



CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
765	03/25/2022	MANL	124	WA ST DEPT OF REVENU	254403	FEB22	03/25/2022		ETFEB22	6,617.81
	Invoice: FEB22						FEBRUARY 2022 EXCISE TAXES			
					203.31	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					4,376.32	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					17.41	91411341 553000	FINANCE - WATER EXTRNL TAXES			
					1,538.97	91431383 553000	FINANCE - SSWM - EXTRNL TAXES			
					448.63	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
					17.73	53011212 531100	PD-C/E-PATROL SUPPLIES			
					14.11	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					1.33	72431832 531100	ENG - SSWM PLAN SUPPLIES			
								CHECK	765 TOTAL:	6,617.81
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		6,617.81

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	6,617.81

*** GRAND TOTAL *** 6,617.81

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
2022 3 252									
APP 402-213000					ACCOUNTS PAYABLE			5,028.26	
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				6,617.81
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			17.41	
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			1,540.30	
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			17.73	
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			14.11	
03/25/2022	ETFEB22	032322			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			6,617.81	6,617.81
APP 631-130000					DUE TO/FROM CLEARING			6,617.81	
03/25/2022	ETFEB22	032322							
APP 402-130000					DUE TO/FROM CLEARING				5,028.26
03/25/2022	ETFEB22	032322							
APP 401-130000					DUE TO/FROM CLEARING				17.41
03/25/2022	ETFEB22	032322							
APP 403-130000					DUE TO/FROM CLEARING				1,540.30
03/25/2022	ETFEB22	032322							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				17.73
03/25/2022	ETFEB22	032322							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				14.11
03/25/2022	ETFEB22	032322							
					SYSTEM GENERATED ENTRIES TOTAL			6,617.81	6,617.81
					JOURNAL 2022/03/252 TOTAL			13,235.62	13,235.62

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	3	252	03/25/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		17.73
001-213000				GENERAL - ACCOUNTS PAYABLE	17.73	
				FUND TOTAL	17.73	17.73
101 STREET FUND	2022	3	252	03/25/2022		
101-130000				STREETS - DUE TO/FROM CLEARING		14.11
101-213000				STREETS - ACCOUNTS PAYABLE	14.11	
				FUND TOTAL	14.11	14.11
401 WATER OPERATING FUND	2022	3	252	03/25/2022		
401-130000				DUE TO/FROM CLEARING		17.41
401-213000				ACCOUNTS PAYABLE	17.41	
				FUND TOTAL	17.41	17.41
402 SEWER OPERATING FUND	2022	3	252	03/25/2022		
402-130000				DUE TO/FROM CLEARING		5,028.26
402-213000				ACCOUNTS PAYABLE	5,028.26	
				FUND TOTAL	5,028.26	5,028.26
403 STORM & SURFACE WATER FUND	2022	3	252	03/25/2022		
403-130000				DUE TO/FROM CLEARING		1,540.30
403-213000				ACCOUNTS PAYABLE	1,540.30	
				FUND TOTAL	1,540.30	1,540.30
631 CLEARING FUND	2022	3	252	03/25/2022		
631-130000				DUE TO/FROM CLEARING	6,617.81	
635-111100				CASH		6,617.81
				FUND TOTAL	6,617.81	6,617.81

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		17.73
101	STREET FUND		14.11
401	WATER OPERATING FUND		17.41
402	SEWER OPERATING FUND		5,028.26
403	STORM & SURFACE WATER FUND		1,540.30
631	CLEARING FUND	6,617.81	
	TOTAL	6,617.81	6,617.81

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

JK

04/01/2022 13:15 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
766	04/04/2022	EFT	9411	THE LESSER-KNOWN PLA	254569	CF2020-21	03/24/2022	M040122		11,166.45
Invoice: CF2020-21						EX/2020-21 CULTURAL FUNDING: OPER				
					11,166.45	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
								CHECK	766 TOTAL:	11,166.45
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		11,166.45

	COUNT	AMOUNT
TOTAL EFT'S	1	11,166.45

*** GRAND TOTAL *** 11,166.45

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
2022 4 7									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			11,166.45	
04/04/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				11,166.45
04/04/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			11,166.45	11,166.45
APP 631-130000					DUE TO/FROM CLEARING			11,166.45	
04/04/2022	M040122	040122							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				11,166.45
04/04/2022	M040122	040122							
					SYSTEM GENERATED ENTRIES TOTAL			11,166.45	11,166.45
					JOURNAL 2022/04/7 TOTAL			22,332.90	22,332.90

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	4	7	04/04/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		11,166.45
001-213000				GENERAL - ACCOUNTS PAYABLE	11,166.45	
				FUND TOTAL	11,166.45	11,166.45
631 CLEARING FUND	2022	4	7	04/04/2022		
631-130000				DUE TO/FROM CLEARING	11,166.45	
635-111100				CASH		11,166.45
				FUND TOTAL	11,166.45	11,166.45

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		11,166.45
631	CLEARING FUND	11,166.45	
	TOTAL	11,166.45	11,166.45

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

JK

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
767	04/13/2022	EFT	5	ACE HARDWARE	254574	505921	03/25/2022		04/10/22	91.59
Invoice: 505921							PW/PUMP BILGE, AUTO THREADLOCKER			
					91.59	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254575	505951	03/25/2022		04/10/22	21.81
Invoice: 505951							PW/IMPACT NUTTSETTER SET 5PC			
					21.81	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
					254576	506021	03/28/2022		04/10/22	8.72
Invoice: 506021							PW/GOOF OFF SPRAY VOC 12OZ			
					8.72	73111427 531100	OFFICE SUPPLIES			
					254577	506111	03/29/2022		04/10/22	19.61
Invoice: 506111							PW/SPRAY PAINT 2X GRAY PRIMER			
					19.61	73111427 531100	OFFICE SUPPLIES			
					254578	506141	03/29/2022		04/10/22	2.72
Invoice: 506141							PW/SWITCH FRND 3WAY 15A WHT			
					2.72	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
							CHECK	767 TOTAL:		144.45
768	04/13/2022	EFT	7726	AIR MANAGEMENT SOLUT	254388	0001137414	03/18/2022		04/10/22	1,036.45
Invoice: 0001137414							PW/EF-11 EMERGENCY SERVICE, FAN MOTOR			
					1,036.45	73011183 54810000707	CH HVAC-REPAIRS			
					254579	0001137915	03/15/2022		04/10/22	6,342.97
Invoice: 0001137915							PW/T&M MAJOR HVAC MAINTENANCE			
					6,342.97	73011183 54810000707	CH HVAC-REPAIRS			
					254580	0001137917	03/15/2022		04/10/22	685.93
Invoice: 0001137917							PW/MAJOR HVAC MAINT POL DEPT			
					685.93	73011215 54810000707	PD HVAC-REPAIRS			
					254582	0001137918	03/15/2022		04/10/22	580.51
Invoice: 0001137918							PW/MAJOR HVAC MAINT BI COMMONS			
					580.51	73011755 54810000707	COMMONS HVAC-REPAIRS			
					254583	0001137919	03/15/2022		04/10/22	330.03
Invoice: 0001137919							PW/MAJOR HVAC MAINT WASTE WATER TREAT PLANT			
					330.03	73425358 54810000707	WWTP HVAC-REPAIRS			
							CHECK	768 TOTAL:		8,975.89
769	04/13/2022	EFT	8395	INTUITIVE CONTROL SY	254646	SIN032068	03/24/2022		04/10/22	1,091.00
Invoice: SIN032068							POL/TRAFFIC SUITE SUPPORT X2			
					1,091.00	51011217 548500	PD-C/E-PARKING ENF-COMP SUPPOR			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK		769 TOTAL:	1,091.00
770	04/13/2022	EFT	8991	ALLIANCE 2020, INC	254647	5836834	03/31/2022		04/10/22	379.25
Invoice: 5836834							HR/BACKGROUND CHECKS			
					379.25	33011161 541100	HR-C/E-PROF SVCS			
							CHECK		770 TOTAL:	379.25
771	04/13/2022	EFT	2138	ASPECT CONSULTING LL	254353	45262	02/16/2022		04/10/22	3,801.17
Invoice: 45262							PW/SANDS AVE WELL EVAL, PLANNING,			
					3,801.17	73411345 54110001183	SANDS AVE WELL REHAB-PROF SVCS			
					254354	45279	03/16/2022		04/10/22	1,636.50
Invoice: 45279							PW/PROF SVCS FOR WELL DEVELOPMENT			
					1,636.50	73414434 64110001096	PRIT PARK WELL DEV/REHAB-PR SV			
					254450	45261	02/16/2022		04/10/22	454.00
Invoice: 45261							PW/WELL PERFORMANCE EVALUATION			
					454.00	73411345 54110001143	WELL PERF TESTING & EVAL-P SVC			
					254510	45444	03/25/2022		04/10/22	2,346.50
Invoice: 45444							ENG/GEOTECH 3RD PARTY REVIEW BLD25824			
					2,346.50	72655860 58600000370	GEO TECCH-3RD PARTY REVIEWS			
							CHECK		771 TOTAL:	8,238.17
772	04/13/2022	EFT	4365	AUTOMATIC FUNDS TRAN	254393	BAIN2111028	11/30/2021		04/10/22	151.36
Invoice: BAIN2111028							FIN/B&O NOV 2021			
					150.00	41011141 541100	FIN - C/E ADMIN PROF SERVICES			
					1.36	41011141 542500	FIN-C/E-ADM-POSTAGE/SHIPPING			
					254409	123258	02/22/2022		04/10/22	7.46
Invoice: 123258							FIN/FINAL BILL PRINT AND MAIL			
					1.34	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					1.35	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					2.38	91411891 542500	GG-WTR-FAC-POSTAGE			
					2.39	91421891 542500	GG-SWR-FAC-POSTAGE			
					254759	123224	03/31/2022		04/10/22	326.34
Invoice: 123224							FIN/INVOICE CLOUD ELECTRONIC BILLING			
					163.17	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					163.17	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					254760	123312	03/31/2022		04/10/22	326.34
Invoice: 123312							FIN/UTILITY MAILER FLYER NYC WEBINARS 2022			
					163.17	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					163.17	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
					254761	123463	03/15/2022		04/10/22	8.23

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET

INVOICE DTL DESC

Invoice: 123463
FIN/FINAL BILL PRINT AND MAIL
1.46 43411341 541100 FIN - WATER ADMIN PROF SERVICE
1.47 43421351 541100 FIN - SEWER ADMIN PROF SERVICE
2.65 91411891 542500 GG-WTR-FAC-POSTAGE
2.65 91421891 542500 GG-SWR-FAC-POSTAGE

CHECK 772 TOTAL: 819.73

773 04/13/2022 EFT 55 BAINBRIDGE ISLAND RE 254652 BI-211645-2022 03/17/2022 04/10/22 116.00
Invoice: BI-211645-2022
CRT/104 WEEK SUBSCRIPTION
116.00 21011125 549100 COURT-DUES/SUBSCR/MEMBERSHIPS

CHECK 773 TOTAL: 116.00

774 04/13/2022 EFT 55 SOUND PUBLISHING, IN 254355 BIR950141 03/11/2022 04/10/22 42.00
Invoice: BIR950141
ENG/WYATT WAY RECONSTRUCTION LIEN
21.00 72011561 64400000708 WYATT-MAD TO LOVELL-ADV
21.00 72321953 64400000708 WYATT-MAD TO LOVELL-ADV

254396 BIR947368 01/28/2022 04/10/22 57.00
Invoice: BIR947368
PCD/LEGAL NOTICE PLN52024
57.00 63470586 544000 CUR-DEV-ZONING-ADV

254397 BIR947406 01/28/2022 04/10/22 103.71
Invoice: BIR947406
PCD/LEGAL NOTICE ORD2022-02
103.71 63470586 544000 CUR-DEV-ZONING-ADV

254398 BIR947807 02/04/2022 04/10/22 82.17
Invoice: BIR947807
PCD/LEGAL NOTICE PLN52024
82.17 63470586 544000 CUR-DEV-ZONING-ADV

254399 BIR947872 02/04/2022 04/10/22 86.20
Invoice: BIR947872
PCD/LEGAL NOTICE BLD25824
86.20 63470586 544000 CUR-DEV-ZONING-ADV

254400 BIR949686 03/04/2022 04/10/22 144.50
Invoice: BIR949686
PCD/ORDINANCE 2022-02
144.50 63470586 544000 CUR-DEV-ZONING-ADV

254401 BIR950126 03/11/2022 04/10/22 83.58
Invoice: BIR950126
PCD/LEGAL NOTICE PLN51975
83.58 63470586 544000 CUR-DEV-ZONING-ADV

254402 BIR950127 03/11/2022 04/10/22 87.83
Invoice: BIR950127
PCD/LEGAL NOTICE PLN51711A
87.83 63470586 544000 CUR-DEV-ZONING-ADV

254410 BIR949078 02/25/2022 04/10/22 120.42
Invoice: BIR949078
PCD/LEGAL NOTICE ORDINANCE 2022-02
120.42 63470586 544000 CUR-DEV-ZONING-ADV

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254473	BIR949733	03/04/2022		04/10/22	658.75
	Invoice: BIR949733						ENG/POLICE & COURT BLDG BIDS PRJT			
					658.75	72311942 64400000724	PD/COURT BLDG-ADV			
							CHECK	774 TOTAL:		1,466.16
775	04/13/2022	EFT	5412	BENEFIT ADMINISTRATI	254412	2203207	03/23/2022		04/10/22	292.60
	Invoice: 2203207						HSA/FSA BENEFITS			
					32.19	21011125 520000	COURT - BENEFITS			
					52.67	31011131 520000	EX-GF-BEN			
					46.82	41011141 520000	FIN - C/E ADMIN BENEFITS			
					8.78	51011211 520000	PD-C/E ADMIN-BENEFITS			
					26.33	61011581 520000	PCD - C/E ADMIN BENEFITS			
					32.19	71011321 520000	PW - C/E BENEFITS			
					93.62	81011881 520000	IT - C/E ADMIN BENEFITS			
							CHECK	775 TOTAL:		292.60
776	04/13/2022	EFT	9449	CASCADE COLUMBIA DIS	254441	831867	03/09/2022		04/10/22	2,053.50
	Invoice: 831867						PW/SODIUM FLUORIDE 50# BAG X20			
					2,053.50	73411345 531100	OFFICE SUPPLIES			
							CHECK	776 TOTAL:		2,053.50
777	04/13/2022	EFT	8491	ROSSMAN ENTERPRISESE	254653	1076567-0	03/25/2022		04/10/22	68.17
	Invoice: 1076567-0						CRT/SMD FOLDER, BOS REMOVER			
					68.17	21011125 531100	COURT - SUPPLIES			
							CHECK	777 TOTAL:		68.17
778	04/13/2022	EFT	518	CRIMINAL JUSTICE TRA	254512	201136154	03/17/2022		04/10/22	375.00
	Invoice: 201136154						POL/INTERVIEWING CLASS/MD			
					375.00	52011212 443410	POLICE - C/E INVEST TRAINING			
							CHECK	778 TOTAL:		375.00
779	04/13/2022	EFT	9274	DOUGLAS CRIST	254389	22-01	03/22/2022		04/10/22	75.00
	Invoice: 22-01						EX/SPRING COBI CONNECTS PHOTO SUPPORT			
					75.00	31011572 54110001015	NEWSLETTER-PROF SVCS			
							CHECK	779 TOTAL:		75.00
780	04/13/2022	EFT	9778	CRUX DIVING, INC.	254373	PAYREQ2-00247	03/16/2022		04/10/22	9,632.01
	Invoice: PAYREQ2-00247						PW/UNIT PRICE CONTRACT FOR BUOY R			
					9,632.01	73011757 54810000247	WF DOCK/LINEAL MOORAGE R&M			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254505	PAYREQ3-00247	03/18/2022		04/10/22	6,658.11
	Invoice: PAYREQ3-00247						PW/UNIT PRICE CONTRACT FOR BUOY R			
					6,658.11	73011757 54810000247	WF DOCK/LINEAL MOORAGE R&M			
							CHECK	780 TOTAL:		16,290.12
781	04/13/2022	EFT	6101	E & S BRYAN INC	254742	3195	03/31/2022		04/10/22	1,155.00
	Invoice: 3195						FIN/VARIOUS UB, FINANCE REPORTS			
					1,155.00	41011141 541100	FIN - C/E ADMIN PROF SERVICES			
							CHECK	781 TOTAL:		1,155.00
782	04/13/2022	EFT	6363	LN CURTIS & SONS	254513	INV575658	03/09/2022		04/10/22	133.85
	Invoice: INV575658						POL/BELT, TIE, NAME TAG/BM			
					133.85	53011212 520000	POLICE - C/E PATROL BENEFITS			
					254514	INV575859	03/09/2022		04/10/22	235.20
	Invoice: INV575859						POL/UNIFORM PANTS/SWANN			
					235.20	53011212 520000	POLICE - C/E PATROL BENEFITS			
					254515	INV576948	03/14/2022		04/10/22	454.76
	Invoice: INV576948						POL/JACKET/COOPER			
					454.76	51011191 520000	PD-C/E-PROP RM-BENEFITS			
					254516	INV577880	03/16/2022		04/10/22	78.60
	Invoice: INV577880						POL/ALTERATIONS			
					78.60	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	782 TOTAL:		902.41
783	04/13/2022	EFT	7016	CUSTOM PRINTING	254572	9932	02/08/2022		04/10/22	53.65
	Invoice: 9932						PCD/BUSINESS CARDS MARK HOFMAN			
					53.65	62471591 549500	BLDG-BLDG-FACILITIES-COPIES			
							CHECK	783 TOTAL:		53.65
784	04/13/2022	EFT	7144	DTMICRO, INC	254374	6101	03/15/2022		04/10/22	136.25
	Invoice: 6101						POLICE NETWORK CONNECTION TO KITSAP COUNTY			
					136.25	91011215 542100	GG-C/E-PD-PHONE			
							CHECK	784 TOTAL:		136.25
785	04/13/2022	EFT	8996	EDINGER ASSOCIATES P	254743	7979	03/09/2022		04/10/22	3,037.50
	Invoice: 7979						LEGAL/PROFESSIONAL SERVICES FEB 2022			
					3,037.50	32011152 54111100955	LIT-CHALLENGE TO RADIO STATION			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK		785 TOTAL:	3,037.50
786	04/13/2022	EFT	705	FCS GROUP	254458	3552-22203085	03/18/2022		04/10/22	3,085.00
Invoice: 3552-22203085							ENG/WATER AND SEWER UTILITY RATE S			
					1,542.50	72411342 54110000923	WATER RATE STUDY-PROF SVCS			
					1,542.50	72421352 54110000923	SEWER RATE STUDY-PROF SVCS			
							CHECK		786 TOTAL:	3,085.00
787	04/13/2022	EFT	5062	FRIENDS OF THE FARMS	254755	Q1 2022	04/01/2022		04/10/22	16,250.00
Invoice: Q1 2022							EX/Q1 2022 SERVICES			
					16,250.00	31011557 54110001019	FOTF-FARM MNGT SVCS			
							CHECK		787 TOTAL:	16,250.00
788	04/13/2022	EFT	4161	HERRERA ENVIRONMENTA	254358	50402	02/10/2022		04/10/22	3,848.55
Invoice: 50402							ENG/PREPARE SCOPE OF SERVICES AND			
					3,848.55	72431832 54110001129	MANZANITA WATERSHED STUDY-P SV			
							CHECK		788 TOTAL:	3,848.55
789	04/13/2022	EFT	9567	SARAH LANE	254657	040122	04/01/2022		04/10/22	1,050.00
Invoice: 040122							EX/WRITING & EDITING SUPPORT COBI CONNECTS			
					1,050.00	31011572 54110001015	NEWSLETTER-PROF SVCS			
							CHECK		789 TOTAL:	1,050.00
790	04/13/2022	EFT	7184	ISLAND VOLUNTEER CAR	254764	1025	03/31/2022		04/10/22	6,250.00
Invoice: 1025							EX/2022 HUMAN SERVICES FUNDING			
					6,250.00	31017690 54110200297	ISLAND VOLUNTEER CAREGIVERS			
							CHECK		790 TOTAL:	6,250.00
791	04/13/2022	EFT	1971	KELLEY CONNECT	254391	31233280	03/11/2022		04/10/22	318.86
Invoice: 31233280							ENG/COPIER LEASE			
					318.86	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
					254424	31233279	03/11/2022		04/10/22	316.39
Invoice: 31233279							PCD/COPIER LEASE			
					316.39	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					254425	31233281	03/11/2022		04/10/22	361.13
Invoice: 31233281							PCD/COPIER LEASE			
					361.13	61470581 545000	PCD - DEV ADMIN RENTS & LEASES			
					254452	31233282	03/11/2022		04/10/22	190.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
Invoice: 31233282					254598	IN1011590	03/25/2022		04/10/22	589.66
					190.00	21011125 545000	CRT/COPIER LEASE COURT - RENTS & LEASES - OPER			
Invoice: IN1011590					254599	IN1011591	03/25/2022		04/10/22	655.08
					589.66	61470581 545000	PCD/COPIER LEASE PCD - DEV ADMIN RENTS & LEASES			
Invoice: IN1011591					254658	IN1011588	03/25/2022		04/10/22	636.78
					655.08	61470581 545000	PCD/COPIER LEASE PCD - DEV ADMIN RENTS & LEASES			
Invoice: IN1011588					636.78	21011125 545000	CRT/COPIER LEASE COURT - RENTS & LEASES - OPER			
							CHECK	791 TOTAL:		3,067.90
792	04/13/2022	EFT	9565	KATHERINE L KIRKLAND	254767	025	04/05/2022		04/10/22	1,125.00
Invoice: 025					1,125.00	31011572 541100	EX/GRAPHIC DESIGN SUPPORT COMMUNICATIONS EX-GF-OUTREACH-PROF SVCS			
							CHECK	792 TOTAL:		1,125.00
793	04/13/2022	EFT	9565	KATHERINE L KIRKLAND	254746	024	04/03/2022		04/10/22	2,880.00
Invoice: 024					2,880.00	31011572 54110001015	EX/GRAPHIC DESIGN SUPPORT COBI CONNECTS NEWSLETTER-PROF SVCS			
							CHECK	793 TOTAL:		2,880.00
794	04/13/2022	EFT	315	KITSAP HUMANE SOCIET	254765	2110	04/01/2022		04/10/22	6,420.33
Invoice: 2110					6,420.33	91011393 541100	ANIMAL CONTROL (2021-2023) FIN - C/E ANIMAL CONTROL FEES			
							CHECK	794 TOTAL:		6,420.33
795	04/13/2022	EFT	9692	DENISE D SMITH	254509	16036	03/05/2022	20220004	04/10/22	430.30
Invoice: 16036							ENG/VEST SCREENPRINTING			
					107.60	72111431 531100	ENG - ACCESS MGMT SUPPLIES			
					107.57	72411341 531100	ENG - WATER ADMIN SUPPLIES			
					107.57	72421351 531100	ENG - SEWER ADMIN SUPPLIES			
					107.56	72431831 531100	ENG - SSWM ADM SUPPLIES			
							CHECK	795 TOTAL:		430.30
796	04/13/2022	EFT	1851	KRAZAN & ASSOCIATES	254394	J603095-5873	02/28/2022		04/10/22	480.00
Invoice: J603095-5873							ENG/ON CALL TESTING SERVICES			
					480.00	72011322 54110000203	TESTING SVCS-PRO SVCS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254395	J603095-5873-2	02/28/2022		04/10/22	395.00
Invoice: J603095-5873-2							ENG/ON CALL TESTING SERVICES			
					395.00	72321953 64110001166	YEOMALT DR SLIDE-PROF SVCS			
								CHECK	796 TOTAL:	875.00
797	04/13/2022	EFT	6577	LAKESIDE INDUSTRIES	254454	189893	03/12/2022		04/10/22	2,732.30
Invoice: 189893							PW/EZ STREET ASPHALT 16.7 TONS			
					2,732.30	73111423 531100	OFFICE SUPPLIES			
								CHECK	797 TOTAL:	2,732.30
798	04/13/2022	EFT	7849	LAW OFFICE OF THOMAS	254747	APR22	04/04/2022		04/10/22	4,484.38
Invoice: APR22							LEGAL/PUBLIC DEFENDER SERVICES APR 2022			
					4,484.38	32011281 541113	LGL-PUBLIC DEFENDER			
								CHECK	798 TOTAL:	4,484.38
799	04/13/2022	EFT	9943	THE NEXT DAY DRY CLE	254663	03/30/2022	03/30/2022		04/10/22	164.91
Invoice: 03/30/2022							POL/DRY CLEANING, LAUNDRY SERVICE			
					109.43	51011211 520000	PD-C/E ADMIN-BENEFITS			
					55.48	53011212 520000	POLICE - C/E PATROL BENEFITS			
								CHECK	799 TOTAL:	164.91
800	04/13/2022	EFT	4129	OWEN EQUIPMENT COMPA	254460	00105471	03/16/2022		04/10/22	148.35
Invoice: 00105471							PW/ELECTRONIC THRO			
					148.35	73637941 531100	VACTOR R&M-SUPPLIES			
								CHECK	800 TOTAL:	148.35
801	04/13/2022	EFT	4112	PROTHMAN COMPANY	254462	2022-7782	03/22/2022		04/10/22	10,609.00
Invoice: 2022-7782							PCD/ INTERIM PLANNING DIRECTOR MARK HOFMAN			
					4,774.05	61011581 510000	PCD - C/E ADMIN SALARY			
					4,243.60	61470581 510000	PCD - DEV ADMIN SALARY			
					1,591.35	61471591 510000	PCD - BLDG SALARY			
								CHECK	801 TOTAL:	10,609.00
802	04/13/2022	EFT	7173	SKILLINGS	254363	13305	03/10/2022		04/10/22	2,048.54
Invoice: 13305							ENG/SPORTSMAN CLUB & NEW BROOKLYN			
					2,048.54	72321953 64110000715	SP CLUB/NB INTERSECTN-DESIGN			
					254469	13211	12/28/2021		04/10/22	45,662.79
Invoice: 13211							ENG/Engineering Design Services fo			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					55.32	72423434	64110001085	SUNDAY COVE GRAVITY MAIN-PRO S		
					1,545.12	72424435	64110000989	SUNDAY COVE PUMP REHAB-PROF SV		
					1,877.80	72423434	64110001086	LOWER LOVELL SLS-PROF SVCS		
					39,430.80	72423434	64110000990	WOOD AVE PUMP STA-PROF SVCS		
					2,753.75	72423434	64110000820	REHAB WING PT PUMP STATION-DES		
					254503	13317	03/23/2022		04/10/22	73,312.29
Invoice: 13317							ENG/Engineering Design Services fo			
					17,521.25	72424435	64110000989	SUNDAY COVE PUMP REHAB-PROF SV		
					7,898.70	72423434	64110001086	LOWER LOVELL SLS-PROF SVCS		
					27,019.61	72423434	64110000990	WOOD AVE PUMP STA-PROF SVCS		
					20,872.73	72423434	64110000820	REHAB WING PT PUMP STATION-DES		
								CHECK	802 TOTAL:	121,023.62
803	04/13/2022	EFT	5730	SUMMIT LAW GROUP	254376	135266	03/18/2022		04/10/22	525.00
Invoice: 135266							LEGAL/PROFESSIONAL SERVICES FEB 2022			
					525.00	32011152	54111000870	LGL-HR (NON-BARGAINING)		
					254377	135267	03/18/2022		04/10/22	973.00
Invoice: 135267							LEGAL/PROFESSIONAL SERVICES FEB 2022			
					973.00	32011152	54111000274	LGL-LABOR NEGOTIATIONS		
								CHECK	803 TOTAL:	1,498.00
804	04/13/2022	EFT	9295	TOOLE DESIGN GROUP,	254365	70178_FEB03	03/11/2022		04/10/22	11,326.06
Invoice: 70178_FEB03							ENG/CORRIDOR IMPRVMNTS DESIGN & FI			
					11,326.06	72334561	64110001088	MAD AVE SIDEWALK IMPR-PROF SVC		
								CHECK	804 TOTAL:	11,326.06
805	04/13/2022	EFT	9769	TRANSPO GROUP USA, I	254366	27728	03/17/2022		04/10/22	12,166.25
Invoice: 27728							ENG/SPEED LIMIT EVALUATION			
					12,166.25	72111444	54110001188	SPEED LIMIT EVAL-PROF SVCS		
								CHECK	805 TOTAL:	12,166.25
806	04/13/2022	EFT	1152	USA BLUE BOOK	254482	900659	03/07/2022		04/10/22	99.92
Invoice: 900659							PW/HACH ORP STANDARD SOLUTION ZOBELL'S 500ML			
					99.92	73011897	531100	O&M-C/E-PWY FAC-SUPPLIES		
					254483	907423	03/11/2022		04/10/22	148.59
Invoice: 907423							PW/INJ VALVE WALCHEM PUMP, WALCHEM REPAIR KIT			
					148.59	73011897	531100	O&M-C/E-PWY FAC-SUPPLIES		
					254596	926379	03/29/2022		04/10/22	963.05
Invoice: 926379							PW/DISPOSABLE WIPES, LATEX GLOVES, FILTER			
					963.05	73425358	531100	O&M-WWTP-SUPPLIES		

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	806 TOTAL:		1,211.56
807	04/13/2022	EFT	4010	WA ASSOC OF SHERIFFS	254676	INV030436	03/18/2022		04/10/22	75.00
Invoice: INV030436							POL/ANNUAL DUES/WEISS			
					75.00	51011211 549100	PD-C/E-ADM-DUES/SUBCR/MEMBRSHP			
							CHECK	807 TOTAL:		75.00
808	04/13/2022	EFT	5709	WEBCHECK INC	254757	INV-7203	03/31/2022		04/10/22	196.56
Invoice: INV-7203							FIN/WEBCHECK SERVICE MARCH 2022			
					98.28	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
					98.28	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	808 TOTAL:		196.56
809	04/13/2022	EFT	499	WESTBAY AUTO PARTS I	254426	702794	03/08/2022		04/10/22	92.15
Invoice: 702794							NAPAGOLD OIL FILTER, BLUE DEF 2.5 GAL			
					92.15	990 141100	MERCHANDISE			
					254427	702824	03/08/2022		04/10/22	104.33
Invoice: 702824							PW/2001 DODGE RAM SERPENTINE KIT			
					104.33	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254428	703390	03/10/2022		04/10/22	109.74
Invoice: 703390							PW/AIR HOSE, BELT TENSIONER			
					109.74	73011483 531100	O&M-GF-MECH SHOP-SUPPLIES			
					254429	703467	03/11/2022		04/10/22	131.69
Invoice: 703467							POL/LED FOG LAMPS			
					131.69	53011212 531100	PD-C/E-PATROL SUPPLIES			
					254430	703481	03/11/2022		04/10/22	45.97
Invoice: 703481							PW/REDUCER SLEEVE			
					45.97	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254484	706466	03/24/2022		04/10/22	233.30
Invoice: 706466							PW/SYN EP GREASE CART, BLUE FED 2.5 GAL			
					233.30	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254485	703542	03/11/2022		04/10/22	11.39
Invoice: 703542							PW/BLISTER PACK CAPSULES			
					11.39	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254486	704294	03/15/2022		04/10/22	53.43
Invoice: 704294							PW/V-RIBBED BELT			
					53.43	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254487	704295	03/15/2022		04/10/22	38.32

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 704295						PW/FLEETRUNNER BELT			
					38.32	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254488	704312	03/15/2022	04/10/22		4.15
	Invoice: 704312						PW/MINIATURE BULB			
					4.15	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254489	704462	03/15/2022	04/10/22		82.89
	Invoice: 704462						PW/V-BELT, V-RIBBED BELT			
					82.89	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254490	704540	03/15/2022	04/10/22		172.16
	Invoice: 704540						PW/OIL			
					172.16	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254491	704583	03/16/2022	04/10/22		45.52
	Invoice: 704583						PW/HYD HOSE FITTINGS			
					45.52	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254492	704837	03/17/2022	04/10/22		76.75
	Invoice: 704837						PW/DELVEXT 15W40			
					76.75	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254493	704839	03/17/2022	04/10/22		101.59
	Invoice: 704839						PW/NAPA QUART 5W30			
					101.59	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254494	705001	03/17/2022	04/10/22		127.94
	Invoice: 705001						PW/AIR INTAKE HEATER DODGE RAM			
					127.94	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254495	705129	03/18/2022	04/10/22		12.73
	Invoice: 705129						PW/PLENUM GASKET SET DODGE RAM			
					12.73	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254496	705688	03/21/2022	04/10/22		31.18
	Invoice: 705688						PW/SAF VAL			
					31.18	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					254498	705877	03/22/2022	04/10/22		46.87
	Invoice: 705877						PW/STEEL MIRROR			
					46.87	73421355 531100	WIN COLL-SUPPLIES			
					254499	706100	03/23/2022	04/10/22		156.51
	Invoice: 706100						PCD/BATTERY, CORE DEPOSIT, OIL FILTER, AIR FILTER			
					131.39	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					25.12	990 141100	MERCHANDISE			
					254501	706431	03/24/2022	04/10/22		4.83
	Invoice: 706431						PW/OIL FILTER			
					4.83	990 141100	MERCHANDISE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254502	704162	03/14/2022		04/10/22	-44.82
Invoice: 704162					-44.82	73638935 531100	PW/DR BLT TENSIONER ASSY O&M-STD ALLOCATION-SUPPLIES			
								CHECK	809 TOTAL:	1,638.62
						NUMBER OF CHECKS	43	*** CASH ACCOUNT TOTAL ***		258,226.54

	COUNT	AMOUNT
TOTAL EFT'S	43	258,226.54

*** GRAND TOTAL *** 258,226.54

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
2022 4 52									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			80,580.19	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				258,226.54
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			15,034.48	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			122,397.58	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			10,027.69	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			2,346.50	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			14,449.35	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			8,576.27	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			3,956.11	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			736.27	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000					ACCOUNTS PAYABLE			122.10	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			258,226.54	258,226.54
APP 631-130000					DUE TO/FROM CLEARING			257,490.27	
04/13/2022	04/10/22	041322							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				80,580.19
04/13/2022	04/10/22	041322							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				15,034.48
04/13/2022	04/10/22	041322							
APP 402-130000					DUE TO/FROM CLEARING				122,397.58
04/13/2022	04/10/22	041322							
APP 401-130000					DUE TO/FROM CLEARING				10,027.69
04/13/2022	04/10/22	041322							
APP 650-130000					DUE TO/FROM CLEARING				2,346.50
04/13/2022	04/10/22	041322							
APP 301-130000					DUE TO/FROM CLEARING				14,449.35
04/13/2022	04/10/22	041322							
APP 407-130000					DUE TO/FROM CLEARING				8,576.27
04/13/2022	04/10/22	041322							
APP 403-130000					DUE TO/FROM CLEARING				3,956.11
04/13/2022	04/10/22	041322							
APP 901-130000					DUE TO/FROM CLEARING				122.10
04/13/2022	04/10/22	041322							

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		257,490.27	257,490.27
					JOURNAL 2022/04/52	TOTAL		515,716.81	515,716.81

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	4	52	04/13/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		80,580.19
001-213000				GENERAL - ACCOUNTS PAYABLE	80,580.19	
				FUND TOTAL	80,580.19	80,580.19
101 STREET FUND	2022	4	52	04/13/2022		
101-130000				STREETS - DUE TO/FROM CLEARING		15,034.48
101-213000				STREETS - ACCOUNTS PAYABLE	15,034.48	
				FUND TOTAL	15,034.48	15,034.48
301 CAPITAL CONSTRUCTION FUND	2022	4	52	04/13/2022		
301-130000				DUE TO/FROM CLEARING		14,449.35
301-213000				ACCOUNTS PAYABLE	14,449.35	
				FUND TOTAL	14,449.35	14,449.35
401 WATER OPERATING FUND	2022	4	52	04/13/2022		
401-130000				DUE TO/FROM CLEARING		10,027.69
401-213000				ACCOUNTS PAYABLE	10,027.69	
				FUND TOTAL	10,027.69	10,027.69
402 SEWER OPERATING FUND	2022	4	52	04/13/2022		
402-130000				DUE TO/FROM CLEARING		122,397.58
402-213000				ACCOUNTS PAYABLE	122,397.58	
				FUND TOTAL	122,397.58	122,397.58
403 STORM & SURFACE WATER FUND	2022	4	52	04/13/2022		
403-130000				DUE TO/FROM CLEARING		3,956.11
403-213000				ACCOUNTS PAYABLE	3,956.11	
				FUND TOTAL	3,956.11	3,956.11
407 BUILDING & DEVELOPMENT FUND	2022	4	52	04/13/2022		
407-130000				DUE TO/FROM CLEARING		8,576.27
407-213000				ACCOUNTS PAYABLE	8,576.27	
				FUND TOTAL	8,576.27	8,576.27
631 CLEARING FUND	2022	4	52	04/13/2022		
631-130000				DUE TO/FROM CLEARING	257,490.27	
631-213000				ACCOUNTS PAYABLE	736.27	
635-111100				CASH		258,226.54
				FUND TOTAL	258,226.54	258,226.54

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
650 AGENCY FUND	2022	4	52	04/13/2022		
650-130000				DUE TO/FROM CLEARING		2,346.50
650-213000				ACCOUNTS PAYABLE	2,346.50	
				FUND TOTAL	2,346.50	2,346.50
901 CITY-WIDE REPORTING FUND	2022	4	52	04/13/2022		
901-130000				DUE TO/FROM CLEARING		122.10
901-213000				ACCOUNTS PAYABLE	122.10	
				FUND TOTAL	122.10	122.10

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		80,580.19
101	STREET FUND		15,034.48
301	CAPITAL CONSTRUCTION FUND		14,449.35
401	WATER OPERATING FUND		10,027.69
402	SEWER OPERATING FUND		122,397.58
403	STORM & SURFACE WATER FUND		3,956.11
407	BUILDING & DEVELOPMENT FUND		8,576.27
631	CLEARING FUND	257,490.27	
650	AGENCY FUND		2,346.50
901	CITY-WIDE REPORTING FUND		122.10
	TOTAL	257,490.27	257,490.27

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

03/18/2022 14:33 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
358420	03/18/2022	PRTD	551	CENTURYLINK	254346	4953MAR22	03/07/2022	M031822		84.99
	Invoice: 4953MAR22						310 MADISON AVE SLS TELEM			
					84.99	91421891 542100	GG-SWR-FAC-PHONE			
					254347	5127MAR22	03/07/2022	M031822		201.05
	Invoice: 5127MAR22						8804 MADISON AVE			
					201.05	71011183 54210000724	PD/COURT BLDG NON CAP-PHONE			
					254348	5996MAR22	03/07/2022	M031822		101.44
	Invoice: 5996MAR22						E-PHONE @ WFP DOCK			
					101.44	91011757 542100	GG-GF-WFP DOCK-PHONE			
					254349	8834MAR22	03/04/2022	M031822		84.99
	Invoice: 8834MAR22						259 FERNCLIFF PRV TELEM			
					84.99	91411891 542100	GG-WTR-FAC-PHONE			
								CHECK	358420 TOTAL:	472.47
358421	03/18/2022	PRTD	4354	KITSAP COUNTY TREASU	254330	031522	03/15/2022	M031822		10.00
	Invoice: 031522						ENG/POLICE, COURT BUILDING REETA			
					10.00	72311942 66100000724	PD/COURT BLDG-LAND/ROW ACQ			
								CHECK	358421 TOTAL:	10.00
358422	03/18/2022	PRTD	1205	PUGET SOUND ENERGY	254350	1716FEB22	03/10/2022	M031822		16.90
	Invoice: 1716FEB22						ROCKAWAY INTERITE PRV			
					16.90	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
					254351	8206FEB22	03/09/2022	M031822		12.88
	Invoice: 8206FEB22						515 FERNCLIFF AVE PRV			
					12.88	91411345 547100	GG-WTR-ELECTRIC			
								CHECK	358422 TOTAL:	29.78

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 512.25

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	512.25

*** GRAND TOTAL *** 512.25

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
2022 3 167									
APP 402-213000					ACCOUNTS PAYABLE			84.99	
03/18/2022	M031822	031822			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				512.25
03/18/2022	M031822	031822			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			302.49	
03/18/2022	M031822	031822			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			114.77	
03/18/2022	M031822	031822			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			10.00	
03/18/2022	M031822	031822			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			512.25	512.25
APP 631-130000					DUE TO/FROM CLEARING			512.25	
03/18/2022	M031822	031822							
APP 402-130000					DUE TO/FROM CLEARING				84.99
03/18/2022	M031822	031822							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				302.49
03/18/2022	M031822	031822							
APP 401-130000					DUE TO/FROM CLEARING				114.77
03/18/2022	M031822	031822							
APP 301-130000					DUE TO/FROM CLEARING				10.00
03/18/2022	M031822	031822							
					SYSTEM GENERATED ENTRIES TOTAL			512.25	512.25
					JOURNAL 2022/03/167 TOTAL			1,024.50	1,024.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	3	167	03/18/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		302.49
001-213000				GENERAL - ACCOUNTS PAYABLE	302.49	
				FUND TOTAL	302.49	302.49
301 CAPITAL CONSTRUCTION FUND	2022	3	167	03/18/2022		
301-130000				DUE TO/FROM CLEARING		10.00
301-213000				ACCOUNTS PAYABLE	10.00	
				FUND TOTAL	10.00	10.00
401 WATER OPERATING FUND	2022	3	167	03/18/2022		
401-130000				DUE TO/FROM CLEARING		114.77
401-213000				ACCOUNTS PAYABLE	114.77	
				FUND TOTAL	114.77	114.77
402 SEWER OPERATING FUND	2022	3	167	03/18/2022		
402-130000				DUE TO/FROM CLEARING		84.99
402-213000				ACCOUNTS PAYABLE	84.99	
				FUND TOTAL	84.99	84.99
631 CLEARING FUND	2022	3	167	03/18/2022		
631-130000				DUE TO/FROM CLEARING	512.25	
635-111100				CASH		512.25
				FUND TOTAL	512.25	512.25

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		302.49
301	CAPITAL CONSTRUCTION FUND		10.00
401	WATER OPERATING FUND		114.77
402	SEWER OPERATING FUND		84.99
631	CLEARING FUND	512.25	
	TOTAL	512.25	512.25

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

JK

03/25/2022 11:10 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358423	03/25/2022	PRTD	7994	PENINSULA SERVICES	254448	98410	02/28/2022	M032522		32.00
	Invoice: 98410						CRT/SHREDDING SERVICES			
					32.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
							CHECK	358423 TOTAL:		32.00
358424	03/25/2022	PRTD	6420	AT&T MOBILITY	254379	287287004732X031922	03/11/2022	M032522		2,955.55
	Invoice: 287287004732X031922						POL,EOC/WIRELESS CHARGES			
					2,847.42	91011215 542100	GG-C/E-PD-PHONE			
					108.13	31011256 542100	EX-GF-EMERG PREP-PHONE			
							CHECK	358424 TOTAL:		2,955.55
358425	03/25/2022	PRTD	9941	LAW ENFORCEMENT SEMI	254369	2022919	03/15/2022	M032522		395.00
	Invoice: 2022919						POL/BACKGROUNDS/DOMINOWKSI			
					395.00	52011212 443410	POLICE - C/E INVEST TRAINING			
							CHECK	358425 TOTAL:		395.00
358426	03/25/2022	PRTD	1205	PUGET SOUND ENERGY	254447	220001451	03/18/2022	M032522		863.72
	Invoice: 220001451						MAR22 GREEN POWER CONTRACT			
					863.72	91011189 547101	ELECTRIC-GREEN POWER			
							CHECK	358426 TOTAL:		863.72
358427	03/25/2022	PRTD	6541	PUGET SOUND ENERGY	254370	90744898	03/10/2022	M032522		129.00
	Invoice: 90744898						8815 FERNCLIFF AVE RECONNECT			
					129.00	73416345 541100	CASEY STREET WTR-PROF SVCS			
							CHECK	358427 TOTAL:		129.00
358428	03/25/2022	PRTD	1485	VERIZON WIRELESS	254390	9900872989	03/01/2022	M032522		78.85
	Invoice: 9900872989						ENG/MODEMS FOR AUTOMATED FLOW STATIONS			
					78.85	72637319 54210000809	WATER QUAL FLOW MONIT-MODEM			
							CHECK	358428 TOTAL:		78.85

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 4,454.12

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	4,454.12

*** GRAND TOTAL *** 4,454.12

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
2022 3 276									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			4,246.27	
03/25/2022 M032522		032522			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				4,454.12
03/25/2022 M032522		032522			AP CASH DISBURSEMENTS JOURNAL				
APP 401-213000					ACCOUNTS PAYABLE			129.00	
03/25/2022 M032522		032522			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			78.85	
03/25/2022 M032522		032522			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			4,454.12	4,454.12
APP 631-130000					DUE TO/FROM CLEARING			4,375.27	
03/25/2022 M032522		032522							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				4,246.27
03/25/2022 M032522		032522							
APP 401-130000					DUE TO/FROM CLEARING				129.00
03/25/2022 M032522		032522							
					SYSTEM GENERATED ENTRIES TOTAL			4,375.27	4,375.27
					JOURNAL 2022/03/276 TOTAL			8,829.39	8,829.39

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	3	276	03/25/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		4,246.27
001-213000				GENERAL - ACCOUNTS PAYABLE	4,246.27	
				FUND TOTAL	4,246.27	4,246.27
401 WATER OPERATING FUND	2022	3	276	03/25/2022		
401-130000				DUE TO/FROM CLEARING		129.00
401-213000				ACCOUNTS PAYABLE	129.00	
				FUND TOTAL	129.00	129.00
631 CLEARING FUND	2022	3	276	03/25/2022		
631-130000				DUE TO/FROM CLEARING	4,375.27	
631-213000				ACCOUNTS PAYABLE	78.85	
635-111100				CASH		4,454.12
				FUND TOTAL	4,454.12	4,454.12

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		4,246.27
401	WATER OPERATING FUND		129.00
631	CLEARING FUND	4,375.27	
	TOTAL	4,375.27	4,375.27

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

JK

04/01/2022 13:04 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358429	04/01/2022	PRTD	551	CENTURYLINK	254524	6124MAR22	03/16/2022		M040122	58.37
Invoice: 6124MAR22							WEAVER PRV WATER TELEM			
					58.37	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	358429 TOTAL:		58.37
358430	04/01/2022	PRTD	634	CITY OF BAINBRIDGE I	254565	BLD25089	03/29/2022		M040122	32,951.00
Invoice: BLD25089							ENG/C-TEN POLICE COURTS FACILITY			
					32,951.00	72311942 64980000724	PD/COURT BLDG-PERMITS			
							CHECK	358430 TOTAL:		32,951.00
358431	04/01/2022	PRTD	460	CITY OF BI - PETTY C	254555	03/11/2022	03/11/2022		M040122	15.00
Invoice: 03/11/2022							EX/MTG WITH CM KING, FANTROY, MORIWAKI			
					15.00	31011131 531100	EX-GF-SUPPLIES			
							CHECK	358431 TOTAL:		15.00
358432	04/01/2022	PRTD	5271	WASHINGTON WATER SER	254525	4815979187-MAR22	03/21/2022		M040122	176.69
Invoice: 4815979187-MAR22							DECANT FACILITY WATER			
					176.69	91435838 547500	GG-DECANT-WATER/SEWER			
							CHECK	358432 TOTAL:		176.69
						NUMBER OF CHECKS 4	*** CASH ACCOUNT TOTAL ***			33,201.06

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	33,201.06

*** GRAND TOTAL *** 33,201.06

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
2022 4 6									
APP 401-213000					ACCOUNTS PAYABLE			58.37	
04/01/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				33,201.06
04/01/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			32,951.00	
04/01/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			15.00	
04/01/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			176.69	
04/01/2022	M040122	040122			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			33,201.06	33,201.06
APP 631-130000					DUE TO/FROM CLEARING			33,201.06	
04/01/2022	M040122	040122							
APP 401-130000					DUE TO/FROM CLEARING				58.37
04/01/2022	M040122	040122							
APP 301-130000					DUE TO/FROM CLEARING				32,951.00
04/01/2022	M040122	040122							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				15.00
04/01/2022	M040122	040122							
APP 403-130000					DUE TO/FROM CLEARING				176.69
04/01/2022	M040122	040122							
					SYSTEM GENERATED ENTRIES TOTAL			33,201.06	33,201.06
					JOURNAL 2022/04/6 TOTAL			66,402.12	66,402.12

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	4	6	04/01/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		15.00
001-213000				GENERAL - ACCOUNTS PAYABLE	15.00	
				FUND TOTAL	15.00	15.00
301 CAPITAL CONSTRUCTION FUND	2022	4	6	04/01/2022		
301-130000				DUE TO/FROM CLEARING		32,951.00
301-213000				ACCOUNTS PAYABLE	32,951.00	
				FUND TOTAL	32,951.00	32,951.00
401 WATER OPERATING FUND	2022	4	6	04/01/2022		
401-130000				DUE TO/FROM CLEARING		58.37
401-213000				ACCOUNTS PAYABLE	58.37	
				FUND TOTAL	58.37	58.37
403 STORM & SURFACE WATER FUND	2022	4	6	04/01/2022		
403-130000				DUE TO/FROM CLEARING		176.69
403-213000				ACCOUNTS PAYABLE	176.69	
				FUND TOTAL	176.69	176.69
631 CLEARING FUND	2022	4	6	04/01/2022		
631-130000				DUE TO/FROM CLEARING	33,201.06	
635-111100				CASH		33,201.06
				FUND TOTAL	33,201.06	33,201.06

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		15.00
301	CAPITAL CONSTRUCTION FUND		32,951.00
401	WATER OPERATING FUND		58.37
403	STORM & SURFACE WATER FUND		176.69
631	CLEARING FUND	33,201.06	
	TOTAL	33,201.06	33,201.06

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

JK

04/06/2022 09:32 | CITY OF BAINBRIDGE ISLAND | P 1
jkines | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
358433	04/13/2022	PRTD	5	ACE HARDWARE	254413	505181	03/15/2022		04/10/22	64.33
	Invoice: 505181						PW/PLIER GROOVE LOCK, PIPE TEE			
					64.33	73411345 531100	OFFICE SUPPLIES			
					254415	505201	03/15/2022		04/10/22	126.47
	Invoice: 505201						PW/BATTERY ALKALINE, STATE PAINTCARE			
					43.62	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					82.85	73011215 531100	O&M-C/E-POLICE FAC-SUPPLIES			
					254416	505271	03/15/2022		04/10/22	41.44
	Invoice: 505271						PW/BATTERIES ALKALINE 9V 4PK			
					41.44	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					254417	505291	03/16/2022		04/10/22	37.07
	Invoice: 505291						PW/LED BULB, NITELITE BULB			
					37.07	73011755 531100	O&M-COMMONS SUPPLIES			
					254418	505301	03/16/2022		04/10/22	28.36
	Invoice: 505301						PW/GFI ST RECPT W/WLPLT WHT			
					28.36	73011755 531100	O&M-COMMONS SUPPLIES			
					254419	505451	03/18/2022		04/10/22	49.05
	Invoice: 505451						PW/DUCT TAPE BLACK, CABLE TIES			
					49.05	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					254420	505651	03/22/2022		04/10/22	55.59
	Invoice: 505651						PW/WIRE, COMMERCIAL DUP OUTLT			
					55.59	73421355 531100	WIN COLL-SUPPLIES			
					254421	505661	03/22/2022		04/10/22	21.78
	Invoice: 505661						PW/WIRE CONN SCREW ON			
					21.78	73011183 531100	O&M-C/E-CH FAC-SUPPLIES			
					254422	505731	03/22/2022		04/10/22	92.69
	Invoice: 505731						PW/CONNECT WINGGRD, EXTENSION CORD			
					92.69	73411345 531100	OFFICE SUPPLIES			
					254423	505761	03/22/2022		04/10/22	185.40
	Invoice: 505761						PW/EXTENSION CORD, CLAMP, BOOT SCRUBBER			
					185.40	73411345 531100	OFFICE SUPPLIES			
					254431	505471	03/18/2022		04/10/22	78.27
	Invoice: 505471						PW/BLEACH, ISOPROPYL ALCOHOL, AUGER			
					78.27	73425358 531100	O&M-WWTP-SUPPLIES			
					254432	505551	03/18/2022		04/10/22	2.60
	Invoice: 505551						PW/SINGLE CUT KEY			
					2.60	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					254433	505771	03/23/2022		04/10/22	76.26
	Invoice: 505771						PW/HARDWARE			
					76.26	73415345 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254449	505861	03/24/2022		04/10/22	107.95
	Invoice: 505861						PCD,PW/CEMENT ALL PURPOSE, MOLD REMOVER			
					10.90	61011581 531100	PCD - C/E ADMIN SUPPLIES			
					97.05	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	358433 TOTAL:		967.26
358434	04/13/2022	PRTD	8511	A G O LAND SURVEYING	254352	3678	02/23/2022		04/10/22	560.00
	Invoice: 3678						ENG/RESET SW PROPERTY MARKER QUAIL HILL RD			
					560.00	72111421 54110000222	STREET-ROADS PRES-DESIGN			
							CHECK	358434 TOTAL:		560.00
358435	04/13/2022	PRTD	9975	ALLMAX SOFTWARE INC	254371	26389	03/18/2022		04/10/22	6,615.00
	Invoice: 26389						PW/ALLMAX SOFTWARE FOR RSCOTT, WWTP			
					6,615.00	73425358 53510000685	SCADA SOFTWARE-WWTP COMP			
							CHECK	358435 TOTAL:		6,615.00
358436	04/13/2022	PRTD	8672	ALLSTREAM	254741	18273971	04/01/2022		04/10/22	812.79
	Invoice: 18273971						FIN/CITY WIDE PHONE SERVICES			
					812.79	71637891 542100	PW - ALLOC COMMUNICATION			
							CHECK	358436 TOTAL:		812.79
358437	04/13/2022	PRTD	4710	ASSOCIATED PETROLEU	254437	0446531-IN	03/08/2022		04/10/22	2,126.49
	Invoice: 0446531-IN						PW/REGULAR AND DIESEL FUEL			
					737.98	73638893 532000	O&M-FUEL USE-ALLOCATION			
					1,388.51	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					254465	0445891-IN	03/03/2022		04/10/22	1,683.90
	Invoice: 0445891-IN						PW/CREDIT MEMO #445891C-CM			
					1,683.90	73638893 532000	O&M-FUEL USE-ALLOCATION			
					254466	445891C-CM	03/01/2022		04/10/22	-1,683.90
	Invoice: 445891C-CM						PW/APPLIED TO INVOICE 0445891-IN			
					-1,683.90	73638893 532000	O&M-FUEL USE-ALLOCATION			
					254467	445891R-DM	03/01/2022		04/10/22	1,652.93
	Invoice: 445891R-DM						PW/DIESEL & REGULAR FUEL			
					256.25	73638893 532000	O&M-FUEL USE-ALLOCATION			
					1,396.68	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
							CHECK	358437 TOTAL:		3,779.42

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
358438	04/13/2022	PRTD	7821	ARAMARK	254435	512000268964	03/10/2022		04/10/22	62.34
	Invoice: 512000268964						PW/COAT LAB SPUN, COVR FR			
					62.34	73638893 589310	LAUNDRY SERVICES			
							CHECK	358438 TOTAL:		62.34
358439	04/13/2022	PRTD	1200	ARNESS INCORPORATED	254436	16121	02/15/2022		04/10/22	267.30
	Invoice: 16121						PW/ PUMPED FROM LIFT STATION 250 GAL			
					267.30	73421355 548100	WIN COLL-R&M			
							CHECK	358439 TOTAL:		267.30
358440	04/13/2022	PRTD	54	BAINBRIDGE RENTAL IN	254438	CON82852	03/11/2022		04/10/22	40.89
	Invoice: CON82852						PW/PROPANE REFILL 9.4 GAL			
					40.89	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					254439	CON83111	03/23/2022		04/10/22	41.40
	Invoice: CON83111						PW/SERVICE KIT, CF3 PRO TRIMMER LINE			
					41.40	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
							CHECK	358440 TOTAL:		82.29
358441	04/13/2022	PRTD	3390	BAINBRIDGE SELF STOR	254648	5181	03/30/2022		04/10/22	1,181.00
	Invoice: 5181						EXCC/STORAGE FEE APR14-MAY13 2022			
					1,181.00	36011143 541100	CLERK-C/E-PROF SVCS			
							CHECK	358441 TOTAL:		1,181.00
358442	04/13/2022	PRTD	9985	BENSON, ROBERT L	254748	PU50998-REFUND	04/01/2022		04/10/22	15,682.38
	Invoice: PU50998-REFUND						FIN/SUBDIVISION PERFORMANCE AGRMNT REFUND			
					15,682.38	41621860 586000	PLANS DEPOSIT-OUT			
							CHECK	358442 TOTAL:		15,682.38
358443	04/13/2022	PRTD	1	BAINBRIDGE HIGH SCHO	254649	03/29/22	03/29/2022		04/10/22	50.00
	Invoice: 03/29/22						POL/2022 YEARBOOK			
					50.00	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	358443 TOTAL:		50.00
358444	04/13/2022	PRTD	360	BUILDERS FIRSTSOURCE	254440	85009881	03/11/2022		04/10/22	34.78
	Invoice: 85009881						PW/1" GALV INSERT COUPLING, HOSE CLAMP			
					34.78	73416345 531100	CASEY STREET WTR-SUPPLIES			
					254585	85034511	03/17/2022		04/10/22	370.20

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: 85034511						PW/UTILITY PULLS, SAFETY HASPS			
					370.20	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
							CHECK	358444 TOTAL:		404.98
358445	04/13/2022	PRTD	1052	CANON FINANCIAL SERV	254378	28247870	03/12/2022	04/10/22		483.07
	Invoice: 28247870						PCD,ENG/OCE PLOTTER/PRINTER LEASE			
					241.53	61011581 545000	PCD - C/E ADMIN RENTS & LEASES			
					241.54	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
							CHECK	358445 TOTAL:		483.07
358446	04/13/2022	PRTD	551	CENTURYLINK	254749	0399MAR22	03/23/2022	04/10/22		3,070.21
	Invoice: 0399MAR22						CITYWIDE TELEMETRY & FAX SERVICE			
					1,574.91	91425358 542100	GG-WWTP-TELEPHONE/FAX			
					860.99	91411891 542100	GG-WTR-FAC-PHONE			
					80.42	91011755 542100	GG-C/E-COMMONS-PHONE			
					164.46	91011189 542100	GG-C/E-CITY HALL-PHONE			
					244.72	91011897 542100	GG-C/E-O&M YARD FAC-PHONE			
					78.08	91011255 542100	GG-C/E-COURT BLDG-PHONE			
					66.63	91011215 542100	GG-C/E-PD-PHONE			
							CHECK	358446 TOTAL:		3,070.21
358447	04/13/2022	PRTD	9979	CHRISTIAN, DALE	254408	100094	03/23/2022	04/10/22		12.63
	Invoice: 100094						UB 13220 4566 FLYING GOAT AVE NE C-220			
					12.63	421 122100	SEWER ACCOUNTS RECEIVABLE			
							CHECK	358447 TOTAL:		12.63
358448	04/13/2022	PRTD	9908	CINTAS CORPORATION #	254504	5101254713	03/25/2022	04/10/22		119.79
	Invoice: 5101254713						CITY HALL FIRST AID RESTOCK			
					119.79	91011183 531100	GG-C/E-CH CLEANING-SUPPLIES			
					254511	5100503181	03/21/2022	04/10/22		52.72
	Invoice: 5100503181						POL/FIRST AID RESTOCK			
					52.72	51011215 531100	POLICE - C/E FACIL SUPPLIES			
							CHECK	358448 TOTAL:		172.51
358449	04/13/2022	PRTD	9127	CIOX HEALTH	254651	0367339781	03/11/2022	04/10/22		166.59
	Invoice: 0367339781						POL/RECORDS FEE			
					166.59	52011212 541100	POLICE - C/E INVEST PROF SVCS			
							CHECK	358449 TOTAL:		166.59

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358450	04/13/2022	PRTD	634	CITY OF BAINBRIDGE I	254356	PLN51849 SCUP	03/15/2022		04/10/22	8,014.00
	Invoice: PLN51849 SCUP					PW,ENG/PERMIT PLN51849 SCUP				
					2,003.50	72423434 64980001085 SUNDAY COVE GRAVITY MAIN-PERMI				
					2,003.50	72423434 64980001086 LOWER LOVELL SLS-PERMITS				
					2,003.50	71423434 64980000990 WOOD AVE PUMP STA-PERMITS				
					2,003.50	71423434 64980000989 SUNDAY COVE PUMP-PERMITS				
					254357	PLN51849 SSDP	03/15/2022		04/10/22	2,289.00
	Invoice: PLN51849 SSDP					PW,ENG/PERMIT PLN51849 SSDP				
					572.25	72423434 64980001085 SUNDAY COVE GRAVITY MAIN-PERMI				
					572.25	72423434 64980001086 LOWER LOVELL SLS-PERMITS				
					572.25	71423434 64980000990 WOOD AVE PUMP STA-PERMITS				
					572.25	71423434 64980000989 SUNDAY COVE PUMP-PERMITS				
					254362	PLN51849 CUP	03/15/2022		04/10/22	1,590.00
	Invoice: PLN51849 CUP					PW,ENG/PERMIT PLN51849 CUP				
					397.50	72423434 64980001085 SUNDAY COVE GRAVITY MAIN-PERMI				
					397.50	72423434 64980001086 LOWER LOVELL SLS-PERMITS				
					397.50	71423434 64980000990 WOOD AVE PUMP STA-PERMITS				
					397.50	71423434 64980000989 SUNDAY COVE PUMP-PERMITS				
							CHECK	358450 TOTAL:		11,893.00
358451	04/13/2022	PRTD	460	PETTY CASH	254654	POL-2022-3	03/31/2022		04/10/22	14.68
	Invoice: POL-2022-3					POL/PETTY CASH				
					14.68	51011215 531100 POLICE - C/E FACIL SUPPLIES				
							CHECK	358451 TOTAL:		14.68
358452	04/13/2022	PRTD	9818	CLEARSPAN FABRIC STR	254570	45220	03/09/2022	20210039	04/10/22	1,000.00
	Invoice: 45220					PW/SALT STORAGE FACILITY PROJECT				
					1,000.00	73321569 66300001093 SALT STORAGE FAC-CONSTR				
							CHECK	358452 TOTAL:		1,000.00
358453	04/13/2022	PRTD	6920	COMCAST	254655	APR22	03/20/2022		04/10/22	11.27
	Invoice: APR22					POL/HD CONVERTER BOX				
					11.27	51011211 545000 PD-C/E-ADMIN RENTS/LEASE				
							CHECK	358453 TOTAL:		11.27
358454	04/13/2022	PRTD	142	COPIERS NORTHWEST IN	254372	INV2442519	03/18/2022		04/10/22	213.69
	Invoice: INV2442519					PCD,ENG/SUPPLIES OCE PRINTER/PLOTTER				
					106.85	61011581 531100 PCD - C/E ADMIN SUPPLIES				
					106.84	72011321 531100 ENG - C/E ADMIN SUPPLIES				
					254392	INV2443403	03/22/2022		04/10/22	610.52

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
	Invoice: INV2443403						EX,FIN/COPIER LEASE			
						305.26 31011131 545000	EX-GF-RENTS & LEASES			
						305.26 41011141 545000	FIN - C/E ADMIN RENTS & LEASES			
					254571	INV2428214	02/18/2022		04/10/22	239.19
	Invoice: INV2428214						IT,PCD,ENG/COPIER LEASE			
						47.84 81011881 531100	IT - C/E SUPPLIES			
						95.67 61011581 531100	PCD - C/E ADMIN SUPPLIES			
						95.68 72011321 531100	ENG - C/E ADMIN SUPPLIES			
								CHECK	358454 TOTAL:	1,063.40
358455	04/13/2022	PRTD	152	DAILY JOURNAL OF COM	254656	3376512	03/16/2022		04/10/22	821.10
	Invoice: 3376512						ENG/POLICE MUNICIPAL COURT BUILDING			
						821.10 72311942 64400000724	PD/COURT BLDG-ADV			
								CHECK	358455 TOTAL:	821.10
358456	04/13/2022	PRTD	9000	DUDE SOLUTIONS, INC	254404	INV-106894	03/03/2022		04/10/22	1,214.29
	Invoice: INV-106894						IT/BLUEBEAM TO SMARTGOV CONNECTION SW			
						1,214.29 81011881 535100	IT - C/E COMPUTER SOFTWARE			
								CHECK	358456 TOTAL:	1,214.29
358457	04/13/2022	PRTD	9984	ENTRESS, SUSAN	254763	03/20/2022	03/20/2022		04/10/22	570.00
	Invoice: 03/20/2022						EX/GRAPHIC DESIGN, PROMOTIONAL MATERIALS			
						570.00 31011492 54245001194	CAP-WASTE RED-OUTREACH			
								CHECK	358457 TOTAL:	570.00
358458	04/13/2022	PRTD	216	FEDERAL EXPRESS CORP	254506	7-695-28806	03/18/2022		04/10/22	74.03
	Invoice: 7-695-28806						ENG/SHIPPING TO KIRKLAND WA			
						74.03 72431832 53110001129	MANZANITA WATERSHED STUDY-SUPP			
								CHECK	358458 TOTAL:	74.03
358459	04/13/2022	PRTD	1953	FERGUSON ENTERPRISES	254442	1066608-1	03/22/2022		04/10/22	2,214.73
	Invoice: 1066608-1						PW/REG 5/8X3/4 SR2 TRPL 100CF			
						2,214.73 73411345 531100	OFFICE SUPPLIES			
					254586	1085522	03/22/2022		04/10/22	383.57
	Invoice: 1085522						PW/6 PVC S40 SXS 45 ELL, 90 ELL, COUP			
						383.57 73637892 531100	O&M-ALLOC-WTR-CONSUMABLES			
								CHECK	358459 TOTAL:	2,598.30

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358460	04/13/2022	PRTD	9938	GMP CONSULTANTS LLC	254507	22-010	03/22/2022		04/10/22	7,166.67
	Invoice: 22-010						HR/COMMUNITY DEVELOPMENT DIRECTOR RECRUITMENT			
					7,166.67	33011161 541100	HR-C/E-PROF SVCS			
							CHECK	358460 TOTAL:		7,166.67
358461	04/13/2022	PRTD	513	GRAINGER	254443	9253472360	03/22/2022		04/10/22	414.21
	Invoice: 9253472360						PW/GROUND SEARCH METAL DETECTOR			
					414.21	73426355 531100	O&M-SIS-SUPPLIES			
							CHECK	358461 TOTAL:		414.21
358462	04/13/2022	PRTD	253	HACH COMPANY	254444	12932278	03/16/2022		04/10/22	286.67
	Invoice: 12932278						PW/DPD FREE REFILL VIAL X4			
					286.67	73411345 531100	OFFICE SUPPLIES			
					254587	12947480	03/24/2022		04/10/22	947.49
	Invoice: 12947480						PW/SPADNS2 (ARSENIC FREE) FLUORIDE RGT			
					947.49	73411345 531100	OFFICE SUPPLIES			
							CHECK	358462 TOTAL:		1,234.16
358463	04/13/2022	PRTD	8514	HERITAGE-CRYSTAL CLE	254468	17299843	03/17/2022		04/10/22	2,133.44
	Invoice: 17299843						55G NON-HAZ ENERGY RECOVERY, SURCHARGE			
					2,133.44	91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
							CHECK	358463 TOTAL:		2,133.44
358464	04/13/2022	PRTD	7259	HOLT SERVICES INC	254508	7414	03/15/2022	20220016	04/10/22	5,415.00
	Invoice: 7414						ENG/BORING, DRILLING AND PATCHING			
					5,415.00	72431832 54110001129	MANZANITA WATERSHED STUDY-P SV			
							CHECK	358464 TOTAL:		5,415.00
358465	04/13/2022	PRTD	4850	HOME DEPOT CREDIT SE	254445	672960119	03/08/2022		04/10/22	1,065.36
	Invoice: 672960119						PW/DISPOSABLE URINAL FLOOR MAT, BLACK LINER			
					1,065.36	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
							CHECK	358465 TOTAL:		1,065.36
358466	04/13/2022	PRTD	863	INTERSTATE BATTERIES	254446	22070661	03/17/2022		04/10/22	403.14
	Invoice: 22070661						PW/BATTERIES 21-MHD, 31P-MHD			
					263.67	73425358 531100	O&M-WWTP-SUPPLIES			
					69.74	73111423 531100	OFFICE SUPPLIES			
					69.73	73111427 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	358466 TOTAL:		403.14
358467	04/13/2022	PRTD	9883	INVOICE CLOUD INC	254762	2698-2022_3	03/31/2022		04/10/22	1,446.82
	Invoice: 2698-2022_3						FIN/INVOICE CLOUD SERVICES MAR 2022			
						723.41 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
						723.41 43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
							CHECK	358467 TOTAL:		1,446.82
358468	04/13/2022	PRTD	7482	JUDGE PLUMBING CO/JP	254588	31422151	03/14/2022		04/10/22	714.60
	Invoice: 31422151						PW/BACKFLOW ASSEMBLY TEST/CERTIFICATION			
						714.60 73011768 548100	O&M-C/E-PARKS-R&M			
							CHECK	358468 TOTAL:		714.60
358469	04/13/2022	PRTD	2306	KITSAP COUNTY PROSEC	254744	APR22	04/04/2022		04/10/22	10,234.30
	Invoice: APR22						HR/PROSECUTION SERVICES APR 2022			
						10,234.30 32011521 541112	LGL-OUTSIDE PROSECUTOR			
							CHECK	358469 TOTAL:		10,234.30
358470	04/13/2022	PRTD	1299	KITSAP COUNTY DEPART	254453	4848	03/17/2022		04/10/22	106.92
	Invoice: 4848						DISPOSAL OF MODERATE RISK WASTE			
						106.92 91011897 547900	GG-C/E-O&M YARD FAC-GARBAGE			
							CHECK	358470 TOTAL:		106.92
358471	04/13/2022	PRTD	1505	KITSAP COUNTY TREASU	254750	MAR22	04/04/2022		04/10/22	24.85
	Invoice: MAR22						MAR 2022 OUT COURT REMIT			
						24.85 41612860 586000	CRIME VICTIMS-OUT			
							CHECK	358471 TOTAL:		24.85
358472	04/13/2022	PRTD	338	KITSAP COUNTY SHERIF	254517	20220009	03/15/2022		04/10/22	6,007.16
	Invoice: 20220009						POL/PRISONER BOARD/FEB			
						6,007.16 51011236 551000	POLICE - C/E PRISONER DETENT'N			
							CHECK	358472 TOTAL:		6,007.16
358473	04/13/2022	PRTD	8546	KITSAP 911 PUBLIC AU	254518	BIPD2022-04	03/15/2022		04/10/22	10,737.00
	Invoice: BIPD2022-04						POL/CALL CENTER SERVICES			
						7,515.90 53011286 551000	POLICE - C/E PATROL CENCOM			
						3,221.10 52011286 551000	POLICE - C/E - INVEST CENCOM			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	358473 TOTAL:		10,737.00
358474	04/13/2022	PRTD	694	KITSAP PUD #1	254659	JAN22-MAR22	03/15/2022		04/10/22	43.20
Invoice: JAN22-MAR22							WATER/LOT1 BELFAIR AVE			
					43.20	91011768 547500	GG-C/E-PARKS-WTR/SWR			
							CHECK	358474 TOTAL:		43.20
358475	04/13/2022	PRTD	579	KITSAP SUN	254359	0004419149	02/28/2022		04/10/22	677.30
Invoice: 0004419149							HR/DIGITAL RECRUITMENT SEASONAL MAINTENANCE			
					677.30	33011161 544000	HR-C/E-ADVERTISING			
							CHECK	358475 TOTAL:		677.30
358476	04/13/2022	PRTD	579	KITSAP SUN	254375	0004419248	02/28/2022		04/10/22	519.42
Invoice: 0004419248							CC/ADS FEBRUARY 2022, FINANCE CHARGES			
					514.38	11011113 544000	COUNCIL - LEGAL NOTICES			
					5.04	11011116 549900	COUNCIL-C/E-MISC			
							CHECK	358476 TOTAL:		519.42
358477	04/13/2022	PRTD	1884	KITSAP SUN	254360	KS2193901-2022	03/01/2022		04/10/22	634.89
Invoice: KS2193901-2022							PW/KS2193901 SUBSCRIPTION MAR22-FEB23			
					634.89	71011321 549100	PWADM-C/E-DUES/SUBSCR/MEMBRSHP			
							CHECK	358477 TOTAL:		634.89
358478	04/13/2022	PRTD	9976	KNUDSEN, MORISSA	254405	100091	03/23/2022		04/10/22	27.73
Invoice: 100091							UB 10758 600 DEERCLIFF ROAD NE			
					27.73	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	358478 TOTAL:		27.73
358479	04/13/2022	PRTD	9983	KOSKELLA, STEVE	254660	BLD26507	04/01/2022		04/10/22	1,520.73
Invoice: BLD26507							PERMIT BLD26507 SFR REFUND FEE			
					300.00	47148 345831	FIRE PLAN REVIEW & INSPECTIONS			
					933.50	47148 345830	PLAN CHECKING FEES			
					287.23	47148 322110	PLAN'G REVIEW OF BLDG PERMITS			
							CHECK	358479 TOTAL:		1,520.73
358480	04/13/2022	PRTD	9981	LAW ENFORCEMENT RISK	254667	223789	03/16/2022		04/10/22	175.00
Invoice: 223789							POL/INTERVIEWING/MD			
					175.00	52011212 443410	POLICE - C/E INVEST TRAINING			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
							CHECK	358480	TOTAL:	175.00
358481	04/13/2022	PRTD	9982	MARINE FLOATS INC	254661	PLN52041	04/01/2022		04/10/22	6,869.00
	Invoice: PLN52041						PERMIT PLN52041 SSDP REFUND FEE			
					6,869.00	47047 345890	OTHER PLANNING/DEVELOPM			
							CHECK	358481	TOTAL:	6,869.00
358482	04/13/2022	PRTD	9977	MISKE, JONATHAN	254406	100092	03/23/2022		04/10/22	171.01
	Invoice: 100092						UB 12292 1360 STONECRESS LANE			
					171.01	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	358482	TOTAL:	171.01
358483	04/13/2022	PRTD	8545	MUTT MITT	254455	473101	03/24/2022		04/10/22	2,219.79
	Invoice: 473101						PW/MUTT MITT SINGLES/2000 PER CS			
					2,219.79	73011768 531100	O&M-C/E-PARKS-SUPPLIES			
							CHECK	358483	TOTAL:	2,219.79
358484	04/13/2022	PRTD	2275	NATIONAL BAND & TAG	254519	158772	03/15/2022		04/10/22	66.01
	Invoice: 158772						POL/ANIMAL LICENSING TAGS			
					66.01	51011211 531100	PD-C/E-ADM-SUPPLIES			
							CHECK	358484	TOTAL:	66.01
358485	04/13/2022	PRTD	2574	NATIONAL BARRICADE C	254456	295021	03/20/2022		04/10/22	3,261.55
	Invoice: 295021						PW/STOP, SPEED LIMIT, REVERSE CURVE SIGNS			
					3,261.55	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					254457	295022	03/20/2022		04/10/22	2,225.51
	Invoice: 295022						PW/SIDE ROAD, HILL, FIRE STATION SIGNS			
					2,225.51	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	358485	TOTAL:	5,487.06
358486	04/13/2022	PRTD	9254	NELSON NYGAARD CONSU	254766	81677	03/24/2022		04/10/22	2,345.00
	Invoice: 81677						ENG/SUSTAINABLE TRANSPORTATION PLA			
					2,345.00	72111444 54110001018	SUSTAINABLE TRANS-PROF SVC			
							CHECK	358486	TOTAL:	2,345.00
358487	04/13/2022	PRTD	8581	GOVERNMENTJOBS.COM,	254459	INV-25876	05/05/2022		04/10/22	643.57
	Invoice: INV-25876						IT/BACKGROUND CHECK INTEGRATION W/NEOGOV			
					643.57	81011881 535100	IT - C/E COMPUTER SOFTWARE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	358487 TOTAL:		643.57
358488	04/13/2022	PRTD	9455	KATHERINE D. JENNING	254361	1181	03/15/2022		04/10/22	2,624.00
	Invoice: 1181						EX/VIDEO SUPPORT BIJAEMA CLEANUP EVENT			
					2,624.00	31011572 54110001184	CITY MNGR VIDEO UPDATE-PROF SV			
					254662	1184	03/31/2022		04/10/22	800.00
	Invoice: 1184						EX/VIDEO SUPPORT 80TH OBSERVANCE EVENTS			
					800.00	31011131 541100	EX-GF-PROF SERVICES			
							CHECK	358488 TOTAL:		3,424.00
358489	04/13/2022	PRTD	8286	SUPERINTENDENT OF P	254664	17133	03/11/2022		04/10/22	588.25
	Invoice: 17133						POL/FINGERPRINTING			
					588.25	41654861 586110	FINGERPRINT DISB TO SPI			
					254665	17149	03/18/2022		04/10/22	588.25
	Invoice: 17149						POL/FINGERPRINTING			
					588.25	41654861 586110	FINGERPRINT DISB TO SPI			
					254666	17168	03/25/2022		04/10/22	362.00
	Invoice: 17168						POL/FINGERPRINTING			
					362.00	41654861 586110	FINGERPRINT DISB TO SPI			
							CHECK	358489 TOTAL:		1,538.50
358490	04/13/2022	PRTD	1754	OTIS ELEVATOR COMPAN	254590	100400721886	03/14/2022		04/10/22	2,601.77
	Invoice: 100400721886						PW/MAINTENANCE SRVC 4/1/22-6/30/22			
					2,601.77	73011183 54810000888	CH ELEVATOR MAINT-REPAIRS			
							CHECK	358490 TOTAL:		2,601.77
358491	04/13/2022	PRTD	6333	PETROCARD INC.	254591	0441972-IN	03/24/2022		04/10/22	341.30
	Invoice: 0441972-IN						PW/SHELL OMALA S2 GX 680 PAIL			
					341.30	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	358491 TOTAL:		341.30
358492	04/13/2022	PRTD	8922	REXEL USA INC.	254592	2Q09005	03/29/2022		04/10/22	1,867.37
	Invoice: 2Q09005						PW/LGD LED, GEE 35428 16A21			
					1,867.37	73011189 531100	O&M - C/E FACIL OFC SUPPLIES			
					254593	2K46881	01/17/2022		04/10/22	1,581.07
	Invoice: 2K46881						PW/LGD LED-8090M50, PHI MH175/U			
					1,581.07	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					254594	SC25539	03/25/2022		04/10/22	23.72
	Invoice: SC25539						PW/SERVICE CHARGES			
					23.72	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
							CHECK	358492 TOTAL:		3,472.16
358493	04/13/2022	PRTD	9349	PROPANE NORTHWEST	254461	1506552298	03/11/2022		04/10/22	1,374.21
	Invoice: 1506552298						PROPANE 616.50, HAZMAT DELIVERY			
					1,374.21	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
							CHECK	358493 TOTAL:		1,374.21
358494	04/13/2022	PRTD	1205	PUGET SOUND ENERGY	254756	9047MAR22	04/04/2022		04/10/22	33,957.35
	Invoice: 9047MAR22						CITY WIDE ENERGY SERVICES			
					3,035.20	71011183 54710000724	PD/COURT BLDG NON CAP-ELECTRIC			
					83.81	73416345 547100	CASEY STREET WTR-ELECTRICITY			
					911.67	91011215 547100	GG-C/E-PD-ELECTRIC			
					341.25	91011255 547100	GG-C/E-COURT BLDG-ELECTRIC			
					76.72	91011557 547100	FARMS-ELECTRIC			
					10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
					729.07	91011755 547100	GG-C/E-COMMONS-ELECTRIC			
					800.24	91011768 547100	GG-C/E-PARKS-ELECTRIC			
					3,019.64	91011897 547100	GG-C/E-O&M YARD FAC-ELECTRIC			
					10.86	91021182 547100	GG-OS-PROP MNGT-ELECTRIC			
					4,740.41	91111263 547100	GG-STRT-STREET LIGHTING-UTIL			
					451.80	91111264 547100	GG-STREET-TRAF CONTROL-UTILITY			
					7,688.93	91411345 547100	GG-WTR-ELECTRIC			
					231.14	91415345 547100	GG-ROCKAWAY BCH-UTILITIES			
					2,820.71	91421355 547100	GG-SWR-ELECTRIC			
					8,981.90	91425358 547100	GG-WWTP-ELECTRIC			
					23.14	91435838 547100	GG-DECANT-ELECTRIC			
					254758	0727MAR22	03/31/2022		04/10/22	10.86
	Invoice: 0727MAR22						194 WINSLOW WAY W			
					10.86	91011739 547100	COMM EVENTS-ELECTRICITY			
							CHECK	358494 TOTAL:		33,968.21
358495	04/13/2022	PRTD	9440	QBSI-XEROX	254668	IN2564289	03/28/2022		04/10/22	64.47
	Invoice: IN2564289						CRT/COPIER LEASE			
					64.47	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	358495 TOTAL:		64.47
358496	04/13/2022	PRTD	9978	RUE, MARIA A	254407	100093	03/23/2022		04/10/22	109.32
	Invoice: 100093						UB 12986 911 CURTIS LOOP NE			
					109.32	411 122100	WATER ACCOUNTS RECEIVABLE			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	358496 TOTAL:		109.32
358497	04/13/2022	PRTD	8035	SHINE QUARRY, LLC	254463	0037692	03/21/2022		04/10/22	1,103.08
	Invoice: 0037692						PW/1 1/2" CLEAN GRAVEL			
					1,103.08	73111423 531100	OFFICE SUPPLIES			
					254464	0037711	03/22/2022		04/10/22	118.00
	Invoice: 0037711						PW/1/4" MINUS GRAVEL			
					118.00	73111423 531100	OFFICE SUPPLIES			
							CHECK	358497 TOTAL:		1,221.08
358498	04/13/2022	PRTD	8040	SOLENIS LLC	254472	131961050	03/08/2022		04/10/22	11,282.37
	Invoice: 131961050						PW/PRAESTOL K 279 FLX IBC 1000L X2			
					11,282.37	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	358498 TOTAL:		11,282.37
358499	04/13/2022	PRTD	601	SOUND REPROGRAPHICS	254411	89391	03/21/2022		04/10/22	46.24
	Invoice: 89391						CC/CITY COUNCIL DAIS NAME PLATES			
					46.24	11011116 549500	COUNCIL-C/E-COPIES/PRINTING			
					254669	88787-2	02/10/2022		04/10/22	9.89
	Invoice: 88787-2						EX/WASTE REDUCTION POSTERS			
					9.89	31011492 54245001150	CAP-OTHER IMPL-OUTREACH			
					254670	89231	03/07/2022		04/10/22	225.22
	Invoice: 89231						EX,FIN/1000 WINDOW ENVELOPES			
					112.61	31011131 531100	EX-GF-SUPPLIES			
					112.61	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					254671	89262	03/09/2022		04/10/22	37.53
	Invoice: 89262						EX/B&W EMERGENCY CARDS			
					37.53	31011256 531100	EX-GF-EMERG PREP-SUPPLIES			
					254672	89273	03/08/2022		04/10/22	148.38
	Invoice: 89273						EX,FIN/SALAMACK & FINANCE BUSINESS CARDS			
					74.19	31011131 531100	EX-GF-SUPPLIES			
					74.19	41011141 531100	FIN - C/E ADMIN SUPPLIES			
					254673	89562	03/29/2022		04/10/22	38.08
	Invoice: 89562						CC/CITY COUNCIL DAIS NAME PLATES			
					38.08	11011116 549500	COUNCIL-C/E-COPIES/PRINTING			
					254674	89715	03/29/2022		04/10/22	7.64
	Invoice: 89715						EX/MAPS OF BAINBRIDGE ISLAND			
					7.64	31011131 531100	EX-GF-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
							CHECK	358499 TOTAL:		512.98
358500	04/13/2022	PRTD	8132	SPECTRA LABORATORIES	254474	22-01449	03/11/2022		04/10/22	165.00
Invoice: 22-01449						PW/TOTAL NITROGEN, AMMONIA, PHOSPHORUS TEST				
					165.00	73425358 54110000391 LAB & TESTING SVCS-WWTP				
					254475	22-01832	03/23/2022		04/10/22	1,407.60
Invoice: 22-01832						PW/ARSENIC, LEAD, CHROMIUM, CADMIUM TEST				
					1,407.60	73435838 54110000391 LAB SVCS-DECANT				
					254476	22-01906	03/24/2022		04/10/22	69.00
Invoice: 22-01906						PW/FLUORIDE TESTING				
					69.00	73411345 54110000391 LAB SVCS-WATER				
							CHECK	358500 TOTAL:		1,641.60
358501	04/13/2022	PRTD	2467	STAPLES	254573	8065382492	02/26/2022		04/10/22	304.06
Invoice: 8065382492						EX,FIN/WOODEN STIR STICK, PAPER, BATTERIES				
					17.52	31011131 541100 EX-GF-PROF SERVICES				
					4.63	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					76.98	31011131 541100 EX-GF-PROF SERVICES				
					41.20	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					42.45	31011131 541100 EX-GF-PROF SERVICES				
					15.22	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					43.17	31011131 541100 EX-GF-PROF SERVICES				
					15.24	41011141 531100 FIN - C/E ADMIN SUPPLIES				
					27.05	31011131 541100 EX-GF-PROF SERVICES				
					20.60	41011141 531100 FIN - C/E ADMIN SUPPLIES				
							CHECK	358501 TOTAL:		304.06
358502	04/13/2022	PRTD	9797	SUNERGY SYSTEMS INC	254364	3209	03/10/2022		04/10/22	6,842.11
Invoice: 3209						ENG/MAINTENANCE, MONITORING AND RE				
					6,842.11	72011183 54810000627 CH SOLAR MAINT-R&M				
							CHECK	358502 TOTAL:		6,842.11
358503	04/13/2022	PRTD	565	TACOMA SCREW PRODUCT	254477	140037761-00	03/23/2022		04/10/22	332.85
Invoice: 140037761-00						PW/CROSBY ROUND PIN CHAIN SHACKLE				
					332.85	73638935 531100 O&M-STD ALLOCATION-SUPPLIES				
					254478	140037791-00	03/23/2022		04/10/22	119.83
Invoice: 140037791-00						PW/HOSE CLAMPS, INDUTRIAL CLEANER, HEX CAP SCREWS				
					119.83	73638935 531100 O&M-STD ALLOCATION-SUPPLIES				
							CHECK	358503 TOTAL:		452.68

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
358504	04/13/2022	PRTD	8243	TILZ	254479	101-69425	03/15/2022		04/10/22	88.00
	Invoice: 101-69425						PW/WOOD WASTE			
					88.00	73431835 548100	REPAIRS & MAINTENANCE			
							CHECK	358504 TOTAL:		88.00
358505	04/13/2022	PRTD	6714	TOSHIBA FINANCIAL SE	254480	31311559	03/24/2022		04/10/22	224.44
	Invoice: 31311559						PW/COPIER LEASE			
					224.44	73637891 545000	RENTS & LEASES - OPERATING			
					254675	31311560	03/24/2022		04/10/22	234.63
	Invoice: 31311560						POL/COPIER LEASE			
					234.63	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	358505 TOTAL:		459.07
358506	04/13/2022	PRTD	4245	TRAFFIC SAFETY SUPPL	254481	INV047009	03/09/2022		04/10/22	588.32
	Invoice: INV047009						PW/SAFLECTOR SLEEVE TYPE IV RED			
					588.32	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	358506 TOTAL:		588.32
358507	04/13/2022	PRTD	2190	UNITED PARCEL SERVIC	254520	000028Y3Y1102	03/05/2022		04/10/22	29.37
	Invoice: 000028Y3Y1102						POL/SHIPPING			
					29.37	91011215 542500	GG-C/E-PD-POSTAGE			
					254521	000028Y3Y1112	03/12/2022		04/10/22	123.08
	Invoice: 000028Y3Y1112						POL/SHIPPING			
					123.08	91011215 542500	GG-C/E-PD-POSTAGE			
							CHECK	358507 TOTAL:		152.45
358508	04/13/2022	PRTD	4634	WA DEPT OF RETIREMEN	254751	1500071	03/09/2022		04/10/22	62.31
	Invoice: 1500071						2021 OLD AGE SURVIVOR INSURANCE			
					62.31	91011172 520000	GG-C/E-PENSION SVCS-ADMIN-BEN			
							CHECK	358508 TOTAL:		62.31
358509	04/13/2022	PRTD	952	WA ST PATROL	254754	I22005522	04/04/2022		04/10/22	119.25
	Invoice: I22005522						FIN/BACKGROUND CHECKS			
					119.25	41654861 586100	AGENCY DISBURSEMENTS			
							CHECK	358509 TOTAL:		119.25

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358510	04/13/2022	PRTD	2251	WA ST TREASURER	254752	MAR22 SBCC	04/04/2022		04/10/22	153.97
	Invoice: MAR22 SBCC						MAR 2022 OUT COURT REMIT SBCC			
					153.97	41652860 586000	SBCC BLDG.-OUT			
					254753	MAR22	04/04/2022		04/10/22	1,660.97
	Invoice: MAR22						MAR 2022 OUT COURT REMIT			
					749.56	41611860 586000	PSEA 60% OUT			
					402.79	41610860 586000	PSEA 30% OUT			
					1.82	41619860 586000	PSEA 3 - STATE DISB OUT			
					103.62	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					48.14	41616860 586000	THEFT PRV&TR BRAIN INJ-OUT			
					248.94	41614860 586000	JUDICIAL INFO SYST.-OUT			
					.07	41615860 586000	BREATH TEST-CUSTODIAL			
					.42	41615860 586000	BREATH TEST-CUSTODIAL			
					51.71	41618860 586000	TRAUMA CARE-OUT			
					16.22	41618860 586000	TRAUMA CARE-OUT			
					3.39	41618860 586000	TRAUMA CARE-OUT			
					19.38	41618860 586000	TRAUMA CARE-OUT			
					14.91	41615860 586961	STATE CRIME LAB			
							CHECK 358510 TOTAL:			1,814.94
358511	04/13/2022	PRTD	679	WASHINGTON ASSOCIATI	254522	5020	03/22/2022		04/10/22	65.00
	Invoice: 5020						POL/VIRTUAL CONF/HETZLER			
					65.00	51011120 549100	PD-CLERKS-DUES/MEMBERSHIPS			
					254523	5034	03/22/2022		04/10/22	65.00
	Invoice: 5034						POL/SPRING CONF/EISENHOOD			
					65.00	51011120 443410	PD-CLERKS-TRAINING			
							CHECK 358511 TOTAL:			130.00

NUMBER OF CHECKS 79 *** CASH ACCOUNT TOTAL *** 194,698.34

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	79	194,698.34

*** GRAND TOTAL *** 194,698.34

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
2022 4 50									
APP 401-213000					ACCOUNTS PAYABLE			13,867.69	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				194,698.34
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			74,878.23	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000					STREETS - ACCOUNTS PAYABLE			15,679.24	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000					ACCOUNTS PAYABLE			45,489.27	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000					ACCOUNTS PAYABLE			8,385.39	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 622-213000					ACCOUNTS PAYABLE			15,682.38	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000					ACCOUNTS PAYABLE			1,821.10	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000					ACCOUNTS PAYABLE			7,007.77	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000					ACCOUNTS PAYABLE			3,497.54	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000					ACCOUNTS PAYABLE			8,389.73	
04/13/2022	04/10/22	041322			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			194,698.34	194,698.34
APP 631-130000					DUE TO/FROM CLEARING			186,312.95	
04/13/2022	04/10/22	041322							
APP 401-130000					DUE TO/FROM CLEARING				13,867.69
04/13/2022	04/10/22	041322							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				74,878.23
04/13/2022	04/10/22	041322							
APP 101-130000					STREETS - DUE TO/FROM CLEARING				15,679.24
04/13/2022	04/10/22	041322							
APP 402-130000					DUE TO/FROM CLEARING				45,489.27
04/13/2022	04/10/22	041322							
APP 622-130000					DUE TO/FROM CLEARING				15,682.38
04/13/2022	04/10/22	041322							
APP 301-130000					DUE TO/FROM CLEARING				1,821.10
04/13/2022	04/10/22	041322							
APP 403-130000					DUE TO/FROM CLEARING				7,007.77
04/13/2022	04/10/22	041322							
APP 650-130000					DUE TO/FROM CLEARING				3,497.54
04/13/2022	04/10/22	041322							
APP 407-130000					DUE TO/FROM CLEARING				8,389.73
04/13/2022	04/10/22	041322							

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			186,312.95	186,312.95
						JOURNAL 2022/04/50 TOTAL			381,011.29	381,011.29

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2022	4	50	04/13/2022		
001-130000				GENERAL - DUE TO/FROM CLEARING		74,878.23
001-213000				GENERAL - ACCOUNTS PAYABLE	74,878.23	
				FUND TOTAL	74,878.23	74,878.23
101 STREET FUND	2022	4	50	04/13/2022		
101-130000				STREETS - DUE TO/FROM CLEARING		15,679.24
101-213000				STREETS - ACCOUNTS PAYABLE	15,679.24	
				FUND TOTAL	15,679.24	15,679.24
301 CAPITAL CONSTRUCTION FUND	2022	4	50	04/13/2022		
301-130000				DUE TO/FROM CLEARING		1,821.10
301-213000				ACCOUNTS PAYABLE	1,821.10	
				FUND TOTAL	1,821.10	1,821.10
401 WATER OPERATING FUND	2022	4	50	04/13/2022		
401-130000				DUE TO/FROM CLEARING		13,867.69
401-213000				ACCOUNTS PAYABLE	13,867.69	
				FUND TOTAL	13,867.69	13,867.69
402 SEWER OPERATING FUND	2022	4	50	04/13/2022		
402-130000				DUE TO/FROM CLEARING		45,489.27
402-213000				ACCOUNTS PAYABLE	45,489.27	
				FUND TOTAL	45,489.27	45,489.27
403 STORM & SURFACE WATER FUND	2022	4	50	04/13/2022		
403-130000				DUE TO/FROM CLEARING		7,007.77
403-213000				ACCOUNTS PAYABLE	7,007.77	
				FUND TOTAL	7,007.77	7,007.77
407 BUILDING & DEVELOPMENT FUND	2022	4	50	04/13/2022		
407-130000				DUE TO/FROM CLEARING		8,389.73
407-213000				ACCOUNTS PAYABLE	8,389.73	
				FUND TOTAL	8,389.73	8,389.73
622 EXPENDABLE TRUST FUND	2022	4	50	04/13/2022		
622-130000				DUE TO/FROM CLEARING		15,682.38
622-213000				ACCOUNTS PAYABLE	15,682.38	
				FUND TOTAL	15,682.38	15,682.38
631 CLEARING FUND	2022	4	50	04/13/2022		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000					DUE TO/FROM CLEARING	186,312.95	
631-213000					ACCOUNTS PAYABLE	8,385.39	
635-111100					CASH		194,698.34
					FUND TOTAL	194,698.34	194,698.34
650 AGENCY FUND	2022	4	50	04/13/2022			
650-130000					DUE TO/FROM CLEARING		3,497.54
650-213000					ACCOUNTS PAYABLE	3,497.54	
					FUND TOTAL	3,497.54	3,497.54

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		74,878.23
101	STREET FUND		15,679.24
301	CAPITAL CONSTRUCTION FUND		1,821.10
401	WATER OPERATING FUND		13,867.69
402	SEWER OPERATING FUND		45,489.27
403	STORM & SURFACE WATER FUND		7,007.77
407	BUILDING & DEVELOPMENT FUND		8,389.73
622	EXPENDABLE TRUST FUND		15,682.38
631	CLEARING FUND	186,312.95	
650	AGENCY FUND		3,497.54
	TOTAL	186,312.95	186,312.95

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

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **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.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND:

ATTACHMENTS:

City Council Study Session Minutes, March 15, 2022.pdf

City Council Special Meeting Minutes, Executive Session, March 22, 2022.pdf

City Council Regular Business Meeting Minutes, March 22, 2022.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, MARCH 15, 2022

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Deputy Mayor Fantroy-Johnson called the meeting to order at 5:58 p.m. on the Zoom webinar platform.

Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos, Moriwaki, Quitslund, and Schneider were present. Councilmember Pollock joined the meeting at 6:01 p.m.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Mayor Deets moved and Councilmember Schneider seconded to approve the agenda as presented. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

3) REGULAR BUSINESS

3.A Review Current and Recommended Practices for Funding and Maintaining City Facilities and Streets - Public Works

Cover Page
Streets_Facilities Funding Memo 031122.docx
Facilities Streets Memo Appendix A - Facilities Condition Assessment.pdf
Facilities and Streets Memo Appendix B - Establishing City Facilities Maintenance and Capital Replacement Policy_DRAFT.docx
Facilities_Streets Memo Appendix C - Pavement Condition Report.pdf
Facilities_Streets Memo Appendix D - Streets Staffing Analysis.pdf
Facilities_Streets Presentation.pptx

City Manager King introduced the agenda item. Public Works Director Wierzbicki provided a presentation, and Council discussed the topic.

3.B Overview of Real Estate Excise Tax - Finance

Cover Page
Real Estate Excise Tax Presentation.pptx
2022 REET Uses Staff Memorandum.docx

Finance Director Pitts provided a presentation, and Council discussed the topic.

4) COMMITTEE REPORTS

Councilmember Schneider provided an update on Kitsap Transit.

Councilmember Hytopoulos provided an update from the Kitsap Regional Coordinating Council Land Use Policy Committee (PlanPOL).

Mayor Deets provided an update on Kitsap Transit, the Kitsap Regional Coordinating Council (KRCC) Executive Board, the Kitsap 911 Executive Committee, and Puget Sound Clean Air Council.

Councilmember Quitslund provided an update on PlanPOL and mentioned his essays on housing posted on Councilmember Views.

Councilmember Moriwaki mentioned attending a Planning Commission public hearing on the Bethany Lutheran affordable housing project and provided an update on a Design Review Board meeting.

Deputy Mayor Fantroy-Johnson mentioned a meeting with residents on an alternative healthcare system.

5) ADJOURNMENT

Deputy Mayor Fantroy Johnson adjourned the meeting at 7:19 p.m.

_____
Joe Deets, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL SPECIAL MEETING
EXECUTIVE SESSION
TUESDAY, MARCH 22, 2022

MEETING MINUTES

1) CALL TO ORDER/ROLL CALL

Mayor Deets called the meeting to order at 5:00 p.m. in Council Chambers and on the Zoom webinar platform.

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

2) EXECUTIVE SESSION

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

Mayor Deets adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(i) at 5:02 p.m. Council returned from executive session at 6:03 p.m.

3) ADJOURNMENT

Mayor Deets adjourned the meeting at 6:03 p.m.

_____
Joe Deets, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, MARCH 22, 2022

MEETING MINUTES

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

Mayor Deets called the meeting to order at 6:05 p.m. in Council Chambers and on the Zoom webinar platform.

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

Mayor Deets led the Pledge of Allegiance and read the land acknowledgment.

2) APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Moriwaki moved and Deputy Mayor Fantroy-Johnson seconded to approve the agenda as presented. The motion carried 5 – 0. There were no conflicts of interest disclosed.

3) PRESENTATION(S)

3.A Receive Update from Washington State Department of Transportation Regarding the State Route 305 Roundabout Projects - Public Works

Cover Page
SR 305 COBI Pres 20220322-draft2.pdf

Public Works Director Wierzbicki introduced Lone Moody and JoAnn Schueler from the Washington State Department of Transportation (WSDOT). They provided a presentation with an update on the State Route 305 Roundabout Projects and addressed Council's questions.

3.B Presentation of Bainbridge Island Welcome Signs

Cover Page
Welcome Sign Presentation - City_Council_2021-02-23.pdf

City Manager King introduced the agenda item. Deputy Mayor Fantroy-Johnson provided additional information on the Welcome Signs.

3.C Proclamation Declaring March 31, 2022, as "Cesar Chavez Day of Service and Learning"

Cover Page
Proclamation Honoring Cesar Chavez.docx

Mayor Deets read the proclamation.

MOTION: I move to authorize the Mayor to sign the proclamation declaring March 31, 2022, as "Cesar Chavez Day of Service and Learning," and to designate this proclamation as an annual proclamation that may be signed by the Mayor without further Council action.
Moriwaki/Schneider: The motion carried 5 – 0.

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

Deputy Mayor Fantroy-Johnson accepted the proclamation on behalf of the Race Equity Advisory Committee.

4) PUBLIC COMMENT

4.A Instructions for Providing Public Comment

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

Peter Harris spoke against Scenario 2 of the Sustainable Transportation Plan.

Doug Rauh spoke against the transfer of the property to Washington State Department of Transportation and the State Route 305 roundabouts.

Fran Korten spoke in favor of Scenario 2 of the Sustainable Transportation Plan.

Demi Allen spoke in favor of Scenario 2 of the Sustainable Transportation Plan.

Alyse Nelson spoke in favor of Scenario 2 of the Sustainable Transportation Plan.

A resident of Skogen Lane spoke in favor of the State Route 305 roundabouts.

Robert Weschler spoke about reducing traffic congestion on State Route 305.

Matthew Smith spoke in favor of the State Route 305 roundabouts.

5) CONSENT AGENDA

5.A Agenda Bill for Consent Agenda

Cover Page

MOTION: I move to approve the Consent Agenda as presented.
Moriwaki/Schneider: The motion carried 5 – 0.

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

5.B Approve Accounts Payable and Payroll

Cover Page
AP Report to Council of Cash Disbursements 03-23-22.pdf
Council Report PR 3-20-22.pdf

5.C Approve City Council Meeting Minutes
Cover Page
City Council Study Session Minutes, March 1, 2022.pdf
Special City Council Meeting Minutes, March 8, 2022.pdf
Regular City Council Meeting Minutes, March 8, 2022.pdf

5.D Authorize the City Manager to Execute an Interlocal Agreement with Seattle Police Department regarding Continued Agency Participation in the Internet Crimes Against Children ("ICAC) Multi-Jurisdictional Task Force - Police
Cover Page
2022_ICAC_Interagency_Agreement.pdf

5.E Authorize the City Manager to Execute an Interlocal Agreement with Kitsap County for the Purchase of Public Safety Records Management Software from Executive Information Services (EIS) at a Cost to the City of Bainbridge Island of $166,045 Paid Over a Five Year Period - Police
Cover Page
KC-529-21 ILA Records Management System.pdf
KC-529-21 ILA Records Management System Exhibit A.pdf
KC-529-21 ILA Total Cost of Ownership Attachment B.pdf

5.F Authorize a Professional Services Agreement with Murraysmith, Inc. for the Winslow Water Tank Replacement project in the amount of $1,388,756 (Water Fund) - Public Works
Cover Page
Winslow Water Tank Replacement Professional Services Agreement.docx
Winslow Water Tank Replacement PSA Attachment B Scope of Work_31022.pdf
Winlsow Water Tank Replacement Vicinity Map.pdf
Winslow Water Tank Replacement Capital Improvement Plan Sheet.pdf
Water Tank Styles_Renderings_.pdf

5.G Cancel the April 5, 2022, City Council Study Session
Cover Page

6) COUNCIL ANNOUNCEMENTS

Councilmember Moriwaki mentioned the March 30th commemoration ceremony at the Japanese Exclusion Memorial recognizing the 80th anniversary of Japanese Americans being forced to leave their homes for incarceration camps during World War II.

Mayor Deets mentioned his office hours.

7) CITY MANAGER'S REPORT

City Manager King provided an update on in-person meetings for committees and commissions.

8) PUBLIC HEARING(S)

8.A Hold a Public Hearing and Consider Approving Resolution No. 2022-13 to Surplus Tax Parcel (332602-2-062-2006) and Transfer Ownership to the Washington State Department of Transportation (WSDOT) for the Port Madison Road/SR 305 Roundabout Project - Public Works

Cover Page
Resolution No. 2022-13 Declaring One Tax Parcel as Surplus and Authorizing Transfer to WSDOT.docx
Market Value Analysis.pdf
SR305 Surplus Property Compensation Memo.docx
SR305 WSDOT Landscape Proposal.pdf
SR305 Roundabout Plans.pdf

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

Mayor Deets opened the public hearing at 7:06 p.m.

Public Comment

Barb Trafton spoke about multi-modal elements in the plans.

Mayor Deets closed the public hearing.

MOTION: I move to approve Resolution No. 2022-13, declaring as surplus to the City's needs Tax Parcel No. 332602-2-062-2006, and authorize the transfer of City ownership to the Washington State Department of Transportation for the Port Madison Road/SR305 Roundabout project, and authorize the City Manager to complete all necessary and appropriate steps and execute all associated documents needed to accomplish such transfer of ownership.
Fantroy-Johnson/Schneider: The motion carried 5 – 0.

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

8.B Hold Public Hearing for Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration - Planning

Cover Page
PLN135511 FSUBA SPRA Grow Phase 2B Alteration (formerly Grow Phase 3) Staff Report.pdf
1. Plat of Grow Community II recorded in 2014 under AFN 201412100175.PDF
2. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020.pdf
3. PLN135511 FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II.pdf
4. PLN135511 FSUBA SPRA Site Plan.pdf
5. PLN135511 FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos.pdf
6. PLN135511 FSUBA SPRA Public and Agency Comment received during public comment periods.pdf
7. Foster Garvey ltr in response to Mohrman opposition memo dated December 29, 2021.pdf
8. PLN135511 FSUBA SPRA Public Comment received after public comment period.pdf
9. PLN135511 FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021.pdf

10 PLN135511 FSUBA SPRA Development Engineering Recommendation Memo dated March 16, 2022.pdf
11. PLN135511 FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022.pdf

City Manager King introduced the agenda item.

Mayor Deets opened the public hearing at 7:11 p.m.

City Attorney Levan stated for the record the Appearance of Fairness doctrine disclosure statement. Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos, Moriwaki, and Schneider each stated their disclosures. There were no Appearance of Fairness challenges, and there were no disclosures that required recusal.

Interim Planning Director Hofman introduced Associate Planner Fairleigh who provided information on the alteration.

Jonathan Davis provided information on behalf of the applicant.

Public Comment

Henry M. spoke in favor of the proposal.

Mary Beth Abarbanel expressed concerns about access and streets.

Demi Allen spoke in favor of the proposal.

Marsha Cutting expressed concern about the design.

Robert Abarbanel expressed concerns about parking and construction.

Mayor Deets closed the public comment period.

Jonathan Davis responded to Council's questions.

Mayor Deets closed the public hearing at 8:05 p.m., and Council discussed the proposal.

City Manager King noted that a decision document for approval will return to Council.

Mayor Deets adjourned the meeting for a break at 8:16 p.m. and reconvened the meeting at 8:25 p.m.

9) REGULAR BUSINESS

9.A Adopt Ordinance No. 2022-05 Changing the Manner in which Certain Fees are Updated - Finance

Cover Page
Ordinance No. 2022-05 Relating to How the City Updates Certain Building Code Fees.docx

City Manager King introduced the agenda item.

MOTION: I move to adopt Ordinance No. 2022-05 changing the manner in which certain fees are updated.
Moriwaki/Hytopoulos: The motion carried 5 – 0.

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

9.B Resolution No. 2022-06 Amending the 2022 Fee Schedule to Update Fees Related to Building, Land Development and Engineering and Certain Other Fees, and Directing the City Manager to Consider Policymaking Related to Such Fees and Affordable Housing - Finance

Cover Page
Resolution No. 2022-06 Relating to a Fee Schedule Update.docx
Resolution No. 2022-06 Exhibit A - 2022 Fee Schedule Update.docx

City Manager King introduced the agenda item. Finance Director Pitts provided additional information.

MOTION: I move to adopt Resolution No. 2022-06 amending the 2022 Fee Schedule to update fees related to building, land development and engineering and certain other fees, and directing the City Manager to consider policymaking related to such fees and affordable housing.
Moriwaki/Schneider: The motion carried 5 – 0.

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

9.C Adopt the Sustainable Transportation Plan - Public Works

Cover Page
VISION_Sustainable Transportation Plan_20220204.pdf
STP Scenario Alternatives - Working Documents.pdf
CCAC Memo on Sustainable Transportation Plan March 17th 2022.pdf
REAC STP Recommendation to City for CC 03222022

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

MOTION: I move to adopt the Sustainable Transportation Plan, and identify Scenario 2 as the City's preferred plan of implementation, and direct the City Manager to prepare an implementation work plan to share with the City Council for future direction.
Schneider/Moriwaki: The motion carried 5 – 0.

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

9.D Preliminary Review of the Terms for the Two Million Dollar ($2 million) Grant of American Rescue Plan Act (ARPA) Funds to Housing Resources Bainbridge toward the Development of Thirteen (13) Affordable Housing Units at 550 Madison Avenue

Cover Page
ARPA Funds Agreement - COBI and HRB for 550 Madison - Draft for Consideration.docx

City Manager King provided a presentation on the item. Council discussed the item and provided feedback on the terms.

MOTION: I move to endorse the preliminary terms for a two million dollar grant of American Rescue Plan Act funds to Housing Resources Bainbridge for the development of thirteen affordable housing units at 550 Madison, and authorize the City Manager to enter into discussions with Housing Resources Bainbridge to finalize a grant agreement.
Fantroy-Johnson/Moriwaki: The motion carried 5 – 0.

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

9.E Consider Standard Operating Procedures Related to Appointments to City Advisory Groups - Executive

Cover Page

Deputy City Manager Schroer introduced the agenda item. Council discussed the proposed change to procedures.

Deputy Mayor Fantroy-Johnson moved to direct the City Manager to place on a future City Council agenda the adoption of a standard operating procedures for appointments to City Advisory Groups to include reappointing current members if they wish to continue serving and have not reached their term limits, and to consider applications active for a period of one year to facilitate mid-term appointments. The motion failed for lack of a second.

MOTION: I move to direct the City Manager to place on a future City Council agenda the adoption of a standard operating procedures for appointments to City Advisory Groups to consider applications active for a period of one year to facilitate mid-term appointments.
Hytopoulos/Moriwaki: The motion carried 5 – 0.

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

9.F Form Joint Bainbridge Island/Poulsbo Council Subcommittee

Cover Page
Subcommittee Request Form - Joint Poulsbo_BI Council Subcommittee_.docx

City Manager King introduced the agenda item.

MOTION: I move that Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmember Schneider be appointed to the Joint Poulsbo Bainbridge Island Council Subcommittee.

Moriwaki/Fantroy-Johnson: The motion carried 5 – 0.

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

9.G Designate Council Member to Participate in Planning Director Panel Interview - Executive

Cover Page

City Manager King introduced the agenda item.

MOTION: I move to designate Councilmember Quitslund as the Council member who will participate in the interview panel for the Director position of the Planning and Community Development Department.
Fantroy-Johnson/Moriwaki: The motion carried 5 – 0.

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

10) COMMUNICATIONS

10.A Consider Request from Mayor Deets to Discuss Interim Process for City Advisory Committee Appointments - Mayor Deets

Cover Page
Agenda Request from Mayor Deets.docx

Mayor Deets introduced the agenda item.

MOTION: I move to discuss this at the next meeting.
Schneider/Fantroy-Johnson: The motion carried 5 – 0.

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

11) ADJOURNMENT

Mayor Deets adjourned the meeting at 9:46 p.m.

_____
Joe Deets, Mayor

_____
Christine Brown, MMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Accept a Washington State Drinking Water Revolving Fund Loan in the Amount of $6,831,302.65 (Water Fund) to Support the Winslow Water Tank Replacement Project - Public Works,

SUMMARY: City staff are requesting that the City Council authorize the City Manager to effectuate the acceptance of a Washington State Drinking Water Revolving Fund Loan in the Amount of $6,831,302.65 to support the Winslow Water Tank Replacement Project. The loan term is 20 years with an interest rate of 1.75%.

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

RECOMMENDED MOTION: Authorize the City Manager to effectuate the acceptance of a Washington State Drinking Water Revolving Fund Loan in the Amount of $6,831,302.65 to support the Winslow Water Tank Replacement Project.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City is planning to design and construct the replacement of one of the Winslow water tanks with a new 2-million gallon tank. The new tank will be constructed at a sufficient elevation to correct several deficiencies associated with the existing tank:

- The current tank has significant "dead storage," meaning that only water in the very top of the storage tank is used for distribution;

- "Dead storage" leads to water quality issues since the water in the tank is not regularly cycled/mixed and develops uneven amounts of chemical treatment;

- Because only the water in the top-most portion of the tank is available for distribution, there is limited water volume and pressure available for fire-flow purposes;

- The analysis that was developed for the pre-development report stated that the tank could be subject to catastrophic failure during a seismic event.

City Staff applied for a received a Washington State Drinking Water Revolving Fund (SRF) Loan to support the design and construction of the tank. The loan is in the amount of $6,831,302.65, and comes with a 20-year term at 1.75% interest. The loan may be used for the design and construction of the tank, and also includes funding to support the development of an asset management program for the City's water-related assets, as well as funding for seismic upgrades to the City's second water tank that will remain available for emergencies and other system needs.

The SRF loan will compliment the $4.5 million Public Works Trust Fund loan that the City Staff procured and the City Council authorized for the water tank project earlier in the year.

ATTACHMENTS:

2021-4017 Award Letter City of Bainbridge Island.pdf

DWL27105 City of Bainbridge Island 2021-4017 Seismic .pdf

Winslow Water Tank Replacement Capital Improvement Plan Sheet.pdf

FISCAL DETAILS: The Winslow Water Tank Replacement Project is Capital Improvement Project (CIP) #00988. See attached project page from the CIP.

The project is budgeted at $11,619,000 from the Water Fund. The term of the loan is 20 years with an interest rate of 1.75%.

Fund Name(s): Water Fund

Coding: CIP #00988

STATE OF WASHINGTON
DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
243 Israel Road Southeast • PO Box 47822 • Olympia, Washington 98504-7822
Tel: (360) 236-3100 • Fax: (360) 236-2253 • *TDD Relay Service: 1-800-833-6388*

February 8, 2022

Peter Corelis
City of Bainbridge Island
7305 Hidden Cove Road
Bainbridge Island, Washington 98110-1812

SUBJECT: Reservoir 1 and 2 Seismic Upgrades
Contract #: DWL27105, Application ID: 2021-4017

Dear Mr. Corelis:

Thank you for submitting your 2020 Drinking Water State Revolving Loan Application. The Office of Drinking Water (ODW) is pleased to inform you that your project has been approved for funding in the amount of $6,831,302.65 with the following rates and terms:

Rates and Terms:

- Interest Rate: 1.75%
- Loan Fee: $68,313.03
- Term: 20 years
- Subsidy: $0

If you expressed an interest in applying for the fall 2022 Drinking Water State Revolving Fund, ODW encourages you to download and read the 2021 DWSRF Program Guidelines. The guidelines contain important information about the loan program and selection process.

Please do not hesitate to call me at (360) 236-3124 if you have any questions regarding your application or the review process.

Sincerely,

Eloise Rudolph
Contract Manager

Cc: Jocelyne Gray

March 23, 2022

Washington State Department of Health
Environmental Public Health
Office of Drinking Water

City of Bainbridge Island
Peter Corelis, City Engineer
7305 Hidden Cove Road
Bainbridge Island, WA 98110-1812
pcorelis@bainbridgewa.gov

RE: Loan Contract Number: DWL27105

Dear Peter Corelis;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Eloise Rudolph
DOH Contract Manager
360-236-3124
Eloise.Rudolph@doh.wa.gov

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

2021-4017 Loan Number: DWL27105
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower
City of Bainbridge Island
7305 Hidden Cover Road
Bainbridge Island, WA 98110-1812</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Peter Corelis,
City Engineer
206.780.3759
Pcorelis@bainbridgewa.gov</td><td colspan="2">6. DOH Contract Manager
Eloise Rudolph
P.O. Box 47822
Olympia, WA 98504-7822
360.236.3124
Eloise.rudolph@doh.wa.gov</td></tr>
<tr><td colspan="4">7. Project Name
Bainbridge Island Reservoir 1 and 2 Seismic Upgrades</td></tr>
<tr><td>8. Loan
Amount: $6,831,302
Loan Fee: $68,313.02
Interest Rate:1.75%</td><td>9. Funding Source
Federal: ☒ State: ☒
Other:☐</td><td>10. Start Date
DOE</td><td>11. End Date
10/01/2046</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #
91-6001663</td><td>14. SWV #
0019249-00</td><td>15. Borrower UBI #
189002241</td><td>16. Borrower DUNS #
023277767</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.</td></tr>
<tr><td colspan="2">FOR CONTRACTOR</td><td colspan="2">FOR DOH</td></tr>
<tr><td colspan="2">SIGNATURE AND DATE</td><td colspan="2">SIGNATURE and DATE</td></tr>
<tr><td colspan="2">NAME and TITLE</td><td colspan="2">NAME and TITLE

<u>APPROVED AS TO FORM ONLY</u>
Bob Ferguson, Attorney General</td></tr>
</table>

2. TABLE OF CONTENTS

1.	**CONTRACT FACE SHEET**
2.	**TABLE OF CONTENTS**
3.	**DECLARATIONS**
3.1.	BORROWER INFORMATION
3.2.	PROJECT INFORMATION (PROJECT)
3.3.	LOAN INFORMATION
3.4.	SPECIAL TERMS AND CONDITIONS
3.5.	LOAN SECURITY CONDITIONS
4.	**GENERAL TERMS AND CONDITIONS**
4.1.	AUTHORITY
4.2.	FULL AGREEMENT
4.3.	ORDER OF PRECEDENCE
4.4.	LOAN AMOUNT
4.5.	LOAN FEE
4.6.	LOAN TERM
4.7.	INTEREST RATE
4.8.	LOAN FORGIVENESS
4.9.	RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION
4.10.	TIME OF PERFORMANCE
4.11.	PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT
4.12.	LOAN PAYMENTS
4.13.	LOAN DEFAULT
4.14.	LOAN SECURITY
4.15.	AMENDMENTS, MODIFICATIONS, ASSIGNMENTS AND WAIVERS
4.16.	AMERICAN IRON AND STEEL
4.17.	ATTORNEY'S FEES
4.18.	BONUS AND COMMISSION PAYMENTS NOT ALLOWED
4.19.	COMPLIANCE
4.20.	DISPUTES
4.21.	ELIGIBLE PROJECT COSTS
4.22.	FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM
4.23.	FINANCIAL AUDIT
4.24.	GOVERNING LAW AND VENUE
4.25.	HISTORICAL AND CULTURAL REQUIREMENTS
4.26.	INDEMNIFICATION
4.27.	INDUSTRIAL INSURANCE REQUIREMENTS
4.28.	LITIGATION

4.29.	NONDISCRIMINATION
4.30.	PREVAILING WAGE
4.31.	PROCUREMENT
4.32.	PROHIBITION STATEMENT
4.33.	PROJECT SIGNS
4.34.	PUBLICITY
4.35.	RATES AND RESERVES
4.36.	RECAPTURE
4.37.	RECORDKEEPING AND ACCESS TO RECORDS
4.38.	REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)
4.39.	SEVERABILITY
4.40.	SUBCONTRACTING
4.41.	SURVIVAL
4.42.	TERMINATION FOR CAUSE
4.43.	TERMINATION OR SUSPENSION FOR CONVENIENCE
4.44.	TERMINATION PROCEDURES
4.45.	WORK HOURS AND SAFETY STANDARDS

ATTACHMENT I	SCOPE OF WORK (PROJECT)
ATTACHMENT II	ATTORNEY'S CERTIFICATION
ATTACHMENT III	FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of Bainbridge Island
Loan Number**:**	**DWL27105**
Application Number:	2021-4017
Award Year:	2022
State Wide Vendor Number:	SWV0019249-00

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	Bainbridge Island Reservoir 1 and 2 Seismic Upgrade
Project Location:	Kitsap County
Project State:	Washington
Project Zip Code:	98110

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3 LOAN INFORMATION

Loan Amount:	**$6,831,302**
Loan Fee (Included in loan amount): 1.0%	**$68,313.02**
Loan Forgiveness:	**0%**
Loan Term:	**20 years**
Interest Rate:	**1.75%**
Payment Month(s):	**October 1st Annually**
Earliest Date for Preconstruction Reimbursement:	**12 months prior to contract execution**
Time of Performance:	**48 months from Contract execution date to Project Completion date.**
Competitive Bid Process:	**Within 18 months of Contract execution**

3.4 SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

3.5 LOAN SECURITY CONDITIONS GOVERNING THIS LOAN AGREEMENT

Pursuant to RCW 35.51.050, the CONTRACTOR pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is City of Bainbridge Island

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor."

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable local, state, and federal statutes and regulations
B. Contract amendments
C. The Contract (in this order)
Declarations and Special Terms and Conditions
General Terms and Conditions
Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER. If BORROWER completes the PROJECT within twenty-four (24) months of the CONTRACT start date, DOH will reduce the LOAN INTEREST to one percent

(1%) at PROJECT completion. The reduced interest rate will apply to the remaining payments beginning from the date DOH approves the BORROWER's Project Completion Report.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report., BORROWER will provide the following information to DOH:

- **A.** A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- **B.** A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- **C.** Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- **D.** An invoice for the remaining ELIGIBLE PROJECT COSTS.
- **E.** Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. AMERICAN IRON AND STEEL

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

A. Compliance would be inconsistent with the public interest; or
B. The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or

C. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
D. The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and the CONTRACT number;
E. Provide contact information for the requester's representative , and,
F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction

activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

> "All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records

retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

DWSRF PROGRAM
LOAN CONTRACT INFORMATION
2021-4017 Bainbridge Island Reservoir 1 and 2 Seismic Upgrades

DWSRF Scope of Work Form:

Scope of Work:

This project is being jointly funded by DWSRF and WA Public Works Board Trust Fund. Elements of the project to be financed by DWSRF are as follows:

1. Demolish and replace the older 1 MG standpipe reservoir and construct a new 2 MG elevated reservoir located near the Bainbridge Island High School playfields (1800 Commodore Lane NW). Construction costs may include: engineering, site preparation, reservoir materials, reservoir installation, controls, telemetry, on-site piping, valving, fencing, facility security (excluding cameras), demolition of existing reservoir, and connection to distribution system.

2. Project to include seismic upgrades to the existing 1.5 MG Winslow Water Reservoir Tank #2 located on the northwest side of the Bainbridge Island High School playfield in the City of Bainbridge. Costs to include site-specific Geotech evaluation. Costs may include: foundation and anchorage improvements; shell and roof framing improvements; miscellaneous appurtenance improvements and replacements such as vents, hatches, ladders, and other items; addition of a passive inlet mixing system; addition of a dedicated outlet pipe. Also included will be the tank connecting pipe to the distribution. Costs may include: valve vault or equivalent, inlet control valves and seismically actuated valves on the outlet, updated SCADA, level sensors and lighting on the reservoir.

3. Modify the existing booster pump station at the Sands Avenue wells (2x 50 HP Pumps), Fletcher Bay well (1x 60 HP Pump), and Head of the Bay wells(1x 40 HP and 1x 100 HP) with 6-, 8 and 12-inch pipe, electrical, and approximately up to 4 of the 50/60/100-hp booster pumps. Costs to include site preparation, building pumps, installation of pumps, controls, electrical, telemetry, and piping.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative, and audit.

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	
Environmental Review	
Historical Review/Cultural Review	
Land/ROW Acquisition	
Permits	
Public Involvement/Information	
Bid Documents (Design Engineering)	$1,260,665.00
Construction: Estimated Cost. Provide details on following pages.	$5,041,250.00
DOH Review/Approval Fees:	$3,000.00
Contingency: (10% min, 20% max)	
Sales or Use Taxes	$458,750.00
Construction Engineering/Inspection	
Insurance:	
Audit:	
Legal:	
Service Meters (Purchase and Installation)	
Other: Inspection	
Other: Materials Testing	
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	**$6,763,665.00**
DWSRF Loan Origination Fee (1%)	**$67,636.65**
DWSRF Loan Award	**$6,831,301.65**

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	*a)* **$**
Loans		
This Loan Request	**DWSRF loan**	$**6,831,301.65**
Other Loan #1	**WA Public Works Board Trust Fund**	**$4,500,000.00**
Other Loan #2	**DWSRF loan (DWL27100)**	**$792,079.00**
Other Loans		$
New Loans		$
	Total Loans	*b)* **$11,331,301.65**
Local Revenue		
Source #1	**Reserves**	$**287,698.35**
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	*c)* **$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	*d)* **$**
TOTAL PROJECT LOAN		*e)* **$11,619,000.00**

2021-4017 Bainbridge Island Reservoir 1 & 2 Seismic Upgrades

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: _____ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
b) Clean Air Act, Public Law 84-159 as amended
c) Coastal Zone Management Act, Public Law 92-583 as amended
d) Endangered Species Act, Public Law 93-205 as amended
e) Environmental Justice, Executive Order 12898
f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
g) Protection of Wetlands, Executive Order 11990
h) Farmland Protection Policy Act, Public Law 97-98
i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
j) National Historic Preservation Act, 54 USC Subtitle III
k) Safe Drinking Water Act, Public Law 93-523 as amended
l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
m) Washington State Environmental Policy Act, Chapter 43.21C RCW
n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

2) Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Ac with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension, Executive Order 12549
e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

4) State Laws

a) Chapter 36.70A RCW, Growth Management Act
b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
c) Chapter 39.12 RCW, Washington State Public Works Act
d) Chapter 43.20 RCW, State Department of Health of Health
e) Chapter 43.70 RCW, Department of Health
f) Chapter 43.155 RCW, Public Works Project
g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
j) Chapter 246-290 WAC, Group A Public Water Systems

k) Chapter 246-291 WAC, Group B Public Water Systems
l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
m) Chapter 246-293 WAC, Water Systems Coordination Act
n) Chapter 246-294 WAC, Drinking Water Operating Permits
o) Chapter 246-295 WAC, Satellite System Management Agencies
p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
r) Title 173 WAC, Department of Ecology Rules
s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at http://www.epa.gov/osbp/grants.htm.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

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 (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

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.

Schedule: 2021: Design; 2023: Construction

Capital Funding (1000's)

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$1,005	$535	$39	$10,040	$0	$0	$0	$0	$11,619
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$1,005**	**$535**	**$39**	**$10,040**	**$0**	**$0**	**$0**	**$0**	**$11,619**
FUNDING USES (1000's)									
Project Management	$5	$35	$39	$40					$119
Design/permitting	$1,000	$500							$1,500
Construction				$10,000					$10,000
Sub-total	**$1,005**	**$535**	**$39**	**$10,040**	**$0**	**$0**	**$0**	**$0**	**$11,619**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
Operating									
Debt Service									TBD
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Direct the City Manager to Develop a Zoning Code Amendment for the City Council's Consideration that will Facilitate the Permitting of the New Winslow Water Tank - Public Works,

SUMMARY: Staff are requesting that the City Council direct the City Manager to develop a zoning code amendment for the City Council's consideration that will facilitate the permitting of the new Winslow water tank.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Direct the City Manager to develop a zoning code amendment for the City Council's consideration that will facilitate the permitting of the new Winslow water tank.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City is planning to design and construct the replacement of one of the Winslow water tanks with a new 2-million gallon tank. The new tank will be constructed at a sufficient elevation to correct several deficiencies associated with the existing tank:

- The current tank has significant "dead storage," meaning that only water in the very top of the storage tank is used for distribution;

- "Dead storage" leads to water quality issues since the water in the tank is not regularly cycled/mixed and develops uneven amounts of chemical treatment;

- Because only the water in the top-most portion of the tank is available for distribution, there is limited water volume and pressure available for fire-flow purposes;

- The analysis that was developed for the pre-development report stated that the tank could be subject to catastrophic failure during a seismic event.

The existing tanks are approximately 80-feet tall, and the new tank is estimated to be approximately 110-feet tall. Currently, the City's Municipal Code does not allow structures higher than 30 feet in the R-2.9 zone where the existing and new tanks will be located.

Staff are requesting a code amendment for this facility, in lieu of a conditional use permit, to ensure that the zoning changes required to permit this critical infrastructure facility do not delay or prohibit construction. The tank replacement is critical to ensuring the capacity of the City's water system, as well as providing adequate fire safety, and providing for the safety of the surrounding neighborhoods during an earthquake event.

As part of this code amendment process, City staff will perform community outreach to the general and site specific community, and hold a public hearing before the City Council. The amendment is anticipated to be considered by the City Council in the second quarter of 2022.

The City is currently considering two different tank styles, a Hydropillar/fluted column, or composite tank. Examples of these tank styles, as well as some early renderings of the potential tank locations and styles are attached to this agenda item for reference.

ATTACHMENTS:

Water Tank Styles_Renderings_.pdf

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

Choosing the right tank for your project

Experience with All Types of Reservoirs



Multi-Column



Fluted Column



Composite



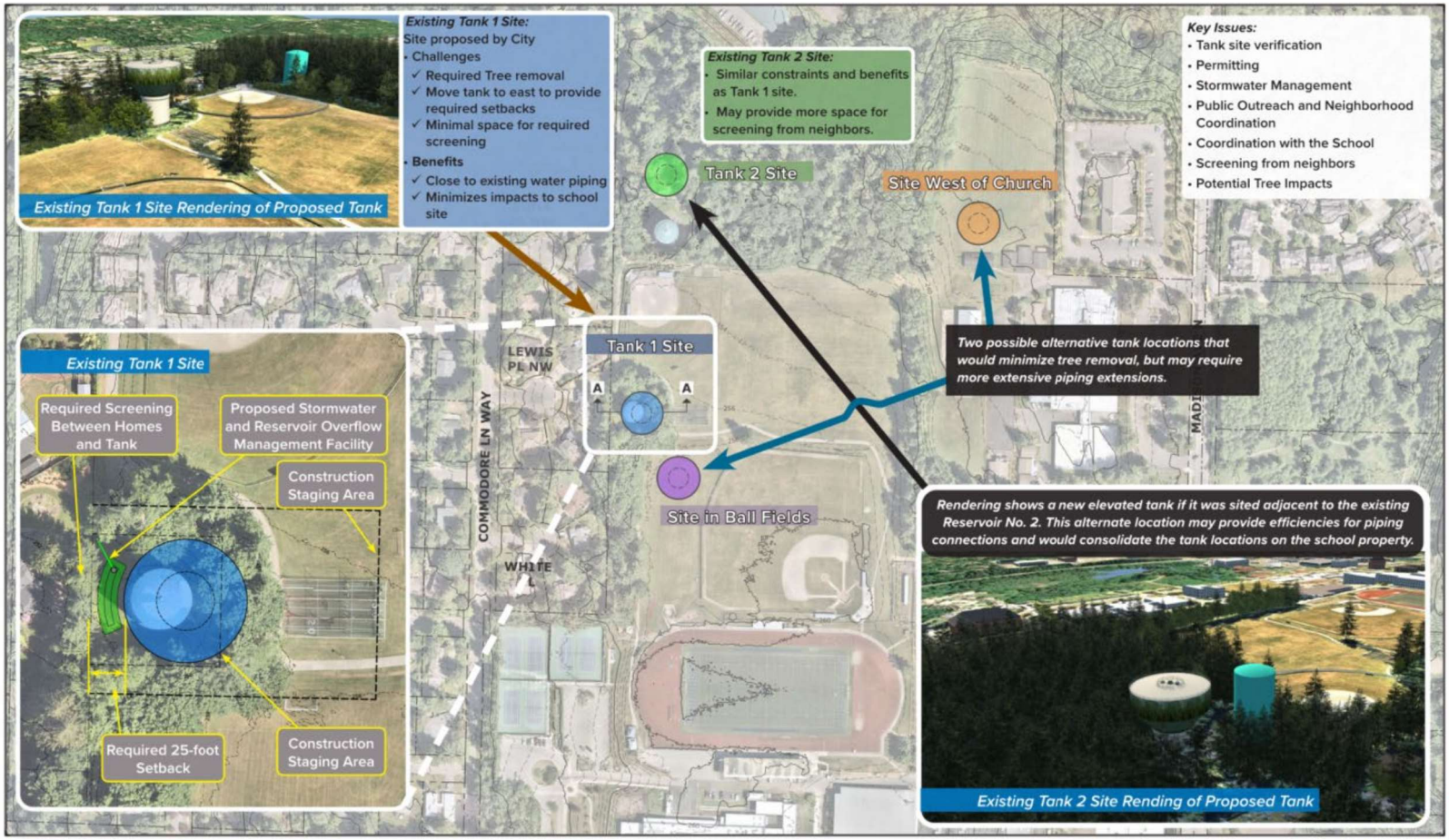
Pedesphere



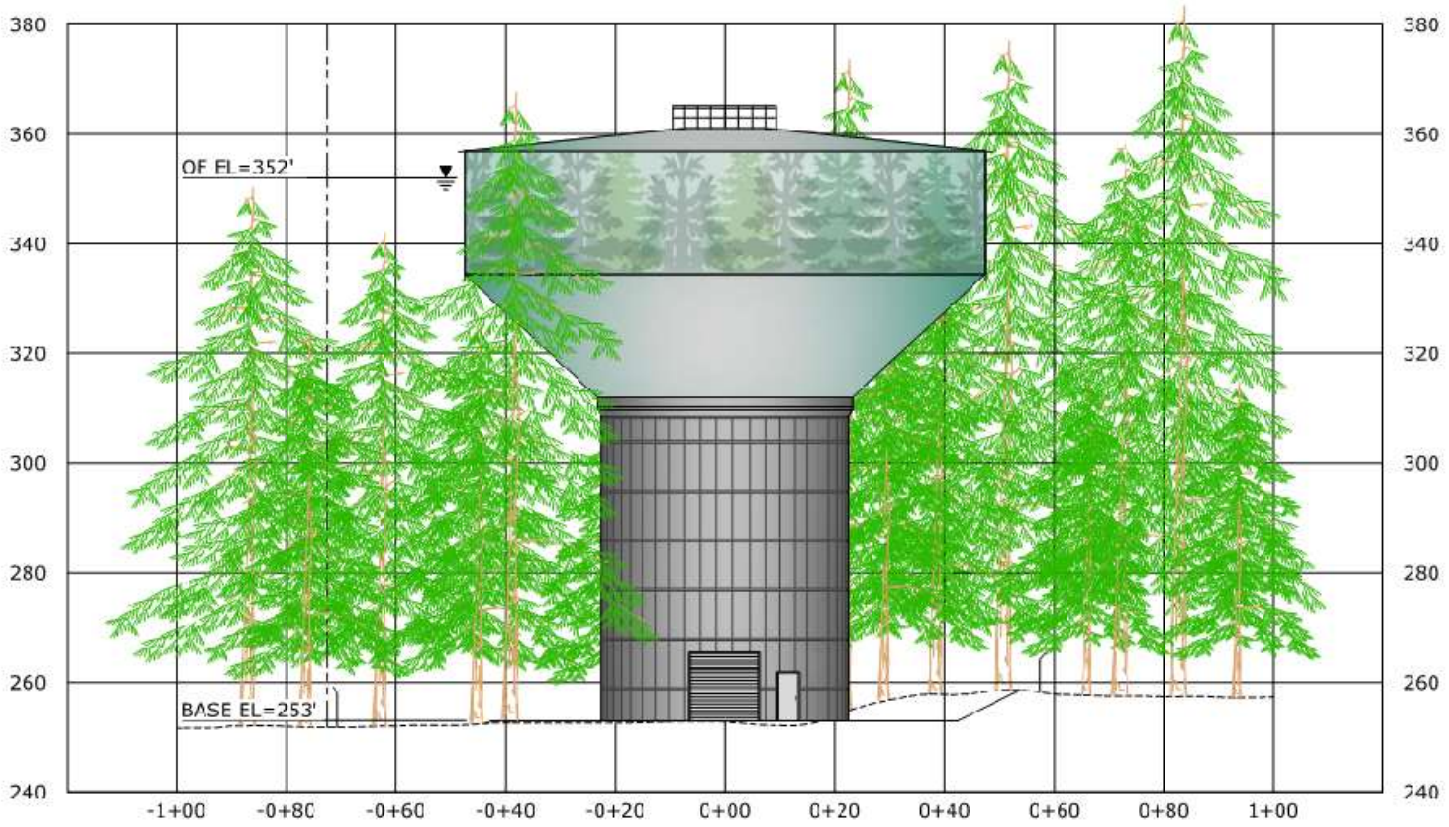
Standpipe

Our experience with all types of reservoirs will help the City select the tank style that best fits the needs for the Winslow Water Tank Replacement.

Expertise in Reservoir Siting & Optimizing Site Orientation



Q&A


380
360
340
320
300
280
260
240
OF EL=352'
BASE EL=253'
-1+00
-0+80
-0+60
-0+40
-0+20
0+00
0+20
0+40
0+60
0+80
1+00

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Accept a Washington State Drinking Water Revolving Fund Loan/Grant in the Amount of $792,079 (Water Fund) to Support the Ferncliff Avenue / Casey Street Water Main Extension Project, and Add the Project to the 2022-26 Capital Improvement Plan - Public Works,

SUMMARY: City Staff are requesting that the City Council authorize the City Manager to effectuate the acceptance of a Washington State Drinking Water Revolving Fund Loan/Grant in the amount of $792,079 to support the Ferncliff Avenue / Casey Street Water Main Extension Project, and to authorize the City Manager to add the project to the 2022-26 Capital Improvement Plan.

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

RECOMMENDED MOTION: Authorize the City Manager to effectuate the acceptance of a Washington State Drinking Water Revolving Fund Loan/Grant in the amount of $792,079 to support the Ferncliff Avenue / Casey Street Water Main Extension Project, and authorize the City Manager add the project to the 2022-26 Capital Improvement Plan.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: This agenda item is a follow-up from two previous City Council discussions, the first of which occurred on August 24, 2021 related to a staff recommendation for building approximately 1,800 linear feet of new water main extension at an estimated cost of $700,000 - $900,000 so that the City's municipal water utility can serve properties along Ferncliff Avenue, including those currently belonging to the Ferncliff Water Association (FWA), as well as the existing City water utility customers on Casey Street.

The original recommendation included funding the project through the creation of a rate surcharge that would apply to all of the properties at the time of connection, whether that occurs as part of the construction of the extension or at a later time. However, at that meeting, the City Council expressed concern about how the project costs would impact the City's Water Fund balance and existing rate payers. Therefore, on August 24, 2021 the City Council authorized the staff to apply for a State Revolving Fund loan/grant in the amount of

$800,000 to support an extension of the Ferncliff Avenue water main. Select slides from the August 24th City Council meeting are attached to this agenda for additional background and reference - including a map of the project area.

City Staff applied for and received a Washington State Drinking Water Revolving Fund (SRF) Loan to support the design and construction of the water main extension. The loan is in the amount of $792,079 and comes with a 20-year term at 1.25% interest. The loan origination fee of 1% has been waived by DOH. The City has 18 months between the contract execution date and submitting for the first loan draw upon which interest will begin accruing. The loan also comes with a provision that includes 50% forgiveness if all of the customers from the Ferncliff Water Association (FWA) are served from the new main extension (in other words, if up to $792,079 is spent on the extension serving FWA, then only $396,039 is required to be paid back to the State.) Casey Street and FWA water system connections and consolidations are entirely dependent on the completion of the water main extension. The loan contract contains the final financing terms and are different from the initial terms presented in the attached award letter.

If the City Council chooses to accept the loan and create the project, the staff's recommended next step is for the City Council to authorize 2022 spending authority for the project to perform public outreach and prepare preliminary design plans that will assist in the refinement of project costs. Once these project parameters are developed, the City Council will be updated by staff with options for moving forward with the cost distribution and options.

ATTACHMENTS:

DWL27100 (2021-4016) Award Letter City of Bainbridge Island.pdf

Ferncliff_Water_Extension_092821.pdf

DWL27100 City of Bainbridge_Island 2021-4016 AC (2).pdf

FISCAL DETAILS: This agenda item proposes to create a new project in the Water Fund element of the 2022-26 Capital Improvement Plan in the amount of $792,079 for the Ferncliff Avenue/Casey Street Water Main Extension Project. The loan provides a 20 term at 1.25 percent interest. The loan origination fee has been waived. Fifty percent, or $396,038, or the loan may be converted to a grant.

Fund Name(s): Water Fund

Coding: TBD

STATE OF WASHINGTON
DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
243 Israel Road Southeast • PO Box 47822 • Olympia, Washington 98504-7822
Tel: (360) 236-3100 • Fax: (360) 236-2253 • *TDD Relay Service: 1-800-833-6388*

February 8, 2022

Peter Corelis
City of Bainbridge Island
7305 Hidden Cove Road
Bainbridge Island, Washington 98110-1812

SUBJECT: Ferncliff Water Main Extension
Contract #: DWL27100, Application ID: 2021-4016

Dear Mr. Corelis:

Thank you for submitting your 2020 Drinking Water State Revolving Loan Application. The Office of Drinking Water (ODW) is pleased to inform you that your project has been approved for funding in the amount of $800,000.00 with the following rates and terms:

Rates and Terms:

- Interest Rate: 1.75%
- Loan Fee: $8,000
- Term: 20 years
- Subsidy: 0%

If you expressed an interest in applying for the fall 2022 Drinking Water State Revolving Fund, ODW encourages you to download and read the 2021 DWSRF Program Guidelines. The guidelines contain important information about the loan program and selection process.

Please do not hesitate to call me at (360) 236-3124 if you have any questions regarding your application or the review process.

Sincerely,

Eloise Rudolph
Contract Manager

Cc: Jocelyne Gray

Ferncliff Water Extension

Christopher Wierzbicki, PE
Public Works Director



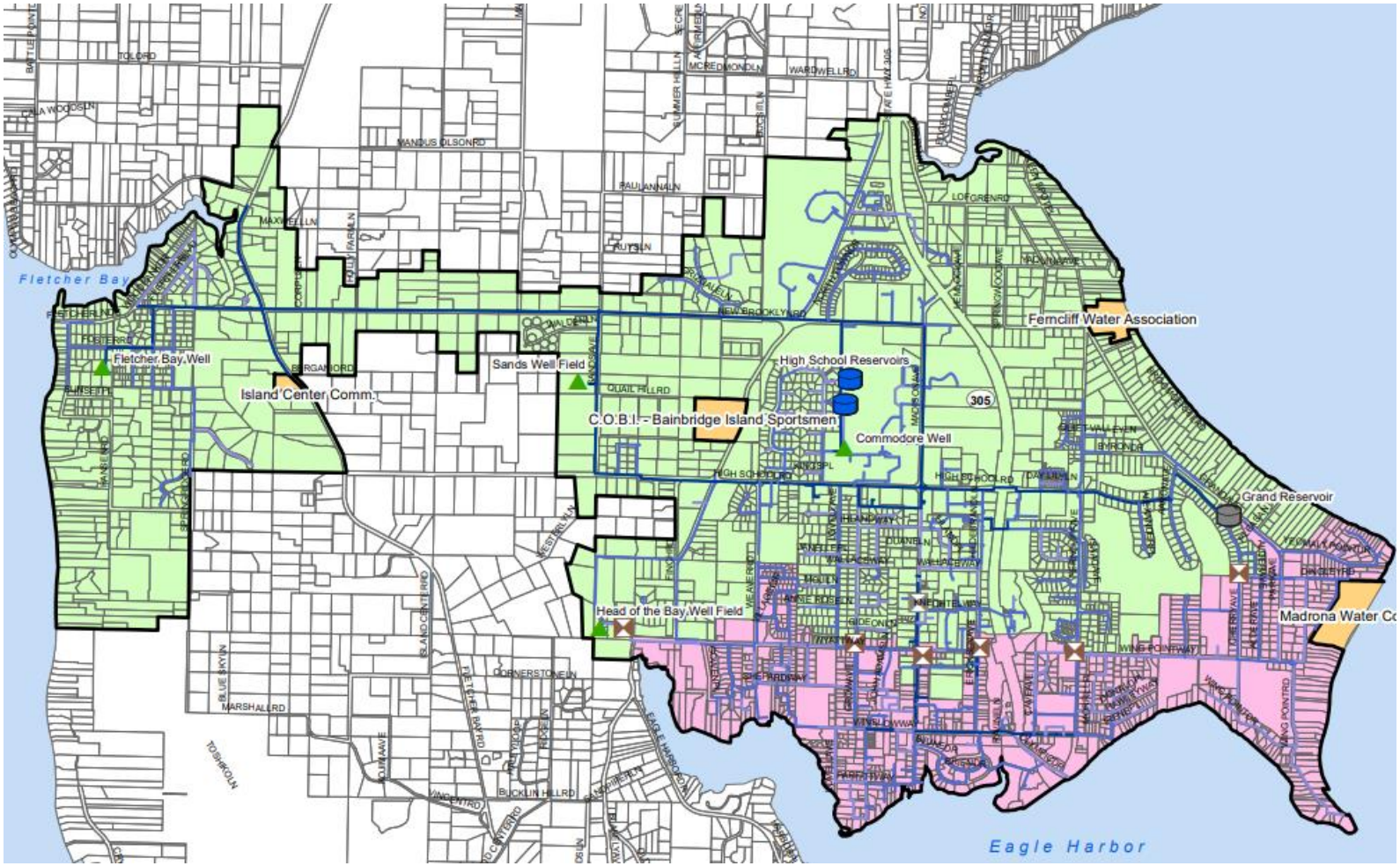
Agenda

- Project Background
- Input from Utility Advisory Committee
- Staff Recommendations / Costs
- Next Steps

Discussion Goal

- Determine if the City Council is comfortable enough with the recommended approach for funding a water main extension to engage residents on costs and potential timing.

Project Background – Winslow Water System



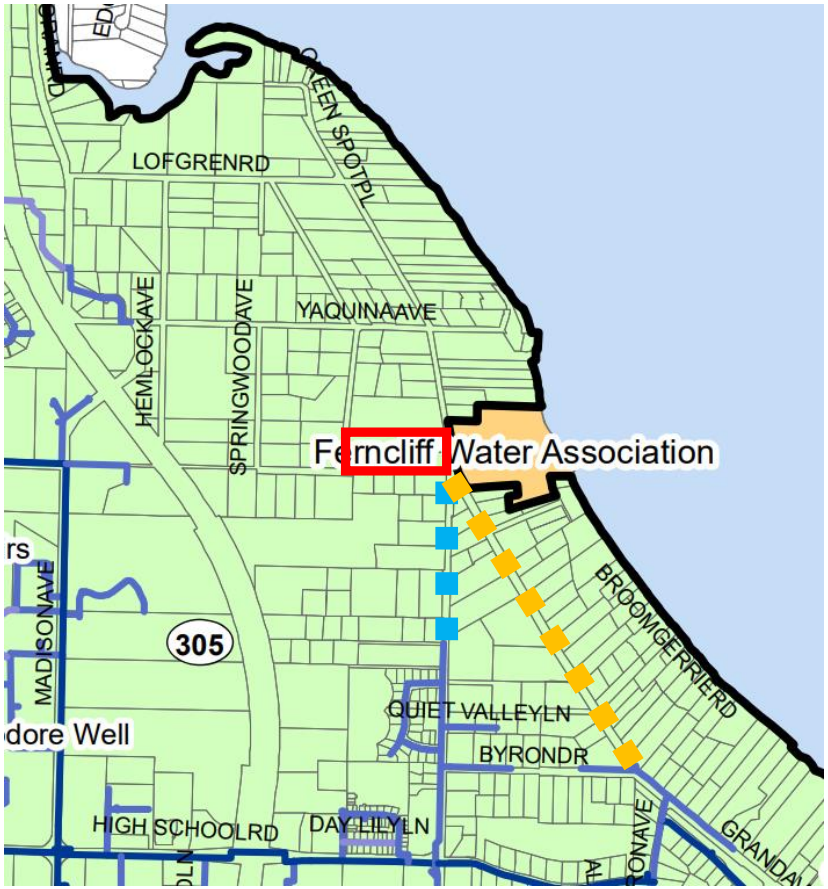
Project Background – Ferncliff Request

- February 2021 request from Ferncliff Water Board of Trustees to evaluate water extension
- Group B water system, 18 connections (yellow)
- City-owned system across the street, 9 connections (Casey, red)



Project Background – Public Outreach

- March 2021 postcard notification to residents along two possible extension routes (yellow and blue)
- 23 responses
- 7 supporting along Grand
- 5 supporting along Ferncliff



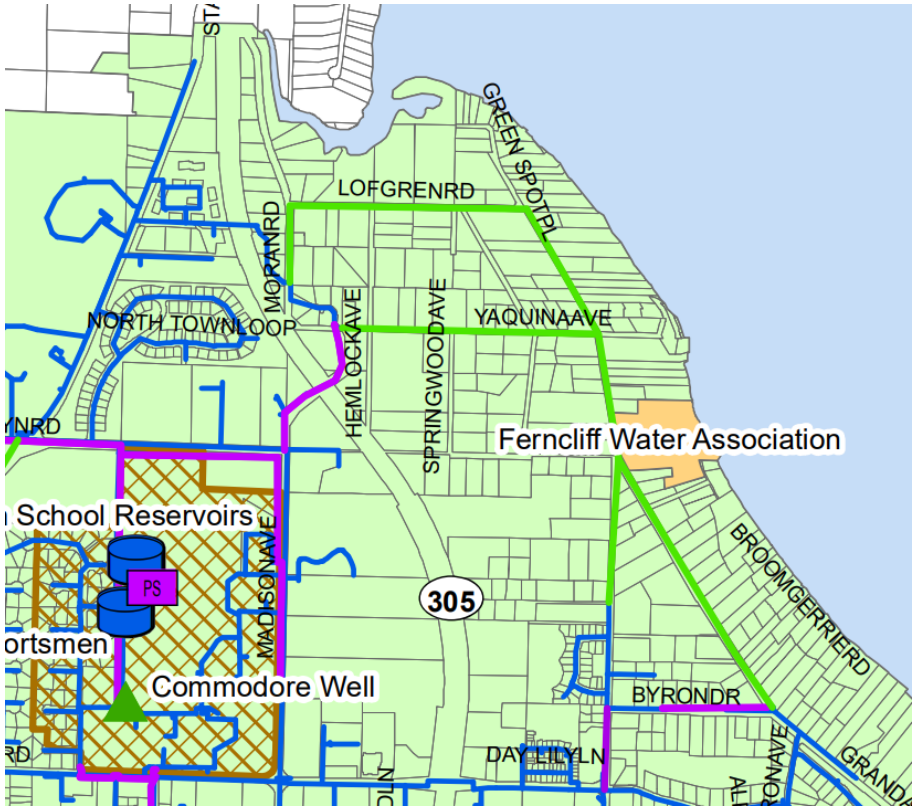
Input from Utility Advisory Committee – Resolution 2021-02

- Establishes a policy for management support to non-City owned small water systems, including:

Section 1. The City adopts a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and of encouraging, if appropriate, voluntary consolidation of those systems into the City's current water utility. Priority focus should be on the water systems within and adjacent to the City's current county-assigned service areas.

Input from Utility Advisory Committee - General

- Extension provides benefit to the system (future expansion from Water System Plan shown in green)
- Include Casey Street customers
- Extension should be paid by benefitting customers
- Incentivize connections
- Explore State Revolving Fund loan/grant options



Ferncliff Water Extension
Q&A

Christopher Wierzbicki, PE
Public Works Director



March 21, 2022

City of Bainbridge Island
Peter Corelis, City Engineer
7305 Hidden Cove Road
Bainbridge Island, WA 98110-1812
pcorelis@bainbridgewa.gov

RE: Loan Contract Number: DWL27100

Dear Peter Corelis;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Eloise Rudolph
DOH Contract Manager
360-236-3124
Eloise.Rudolph@doh,wa,gov

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

2021-4016 Loan Number: DWL27100
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower
City of Bainbridge Island
7305 Hidden Cover Road
Bainbridge Island, WA 98110-1812</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Peter Corelis,
City Engineer
206.780.3759
Pcorelis@bainbridgewa.gov</td><td colspan="2">6. DOH Contract Manager
Eloise Rudolph
P.O. Box 47822
Olympia, WA 98504-7822
360.236.3124
Eloise.rudolph@doh.wa.gov</td></tr>
<tr><td colspan="4">7. Project Name
Bainbridge Island, City of Ferncliff Water Main Extension</td></tr>
<tr><td>8. Loan
Amount: $792,079.00
Loan Fee: $0.00
Interest Rate:1.25%</td><td>9. Funding Source
Federal: ☒ State: ☒
Other:☐</td><td>10. Start Date
DOE</td><td>11. End Date
10/01/2046</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #
91-6001663</td><td>14. SWV #
0019249-00</td><td>15. Borrower UBI #
189002241</td><td>16. Borrower DUNS #
023277767</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.</td></tr>
<tr><td colspan="2">FOR CONTRACTOR</td><td colspan="2">FOR DOH</td></tr>
<tr><td colspan="2">SIGNATURE AND DATE</td><td colspan="2">SIGNATURE and DATE</td></tr>
<tr><td colspan="2">NAME and TITLE</td><td colspan="2">NAME and TITLE

<u>APPROVED AS TO FORM ONLY</u>
Bob Ferguson, Attorney General</td></tr>
</table>

2. TABLE OF CONTENTS

1.	**CONTRACT FACE SHEET**
2.	**TABLE OF CONTENTS**
3.	**DECLARATIONS**
3.1.	BORROWER INFORMATION
3.2.	PROJECT INFORMATION (PROJECT)
3.3.	LOAN INFORMATION
3.4.	SPECIAL TERMS AND CONDITIONS
3.5.	LOAN SECURITY CONDITIONS
4.	**GENERAL TERMS AND CONDITIONS**
4.1.	AUTHORITY
4.2.	FULL AGREEMENT
4.3.	ORDER OF PRECEDENCE
4.4.	LOAN AMOUNT
4.5.	LOAN FEE
4.6.	LOAN TERM
4.7.	INTEREST RATE
4.8.	LOAN FORGIVENESS
4.9.	RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION
4.10.	TIME OF PERFORMANCE
4.11.	PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT
4.12.	LOAN PAYMENTS
4.13.	LOAN DEFAULT
4.14.	LOAN SECURITY
4.15.	AMENDMENTS, MODIFICATIONS, ASSIGNMENTS AND WAIVERS
4.16.	AMERICAN IRON AND STEEL
4.17.	ATTORNEY'S FEES
4.18.	BONUS AND COMMISSION PAYMENTS NOT ALLOWED
4.19.	COMPLIANCE
4.20.	DISPUTES
4.21.	ELIGIBLE PROJECT COSTS
4.22.	FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM
4.23.	FINANCIAL AUDIT
4.24.	GOVERNING LAW AND VENUE
4.25.	HISTORICAL AND CULTURAL REQUIREMENTS
4.26.	INDEMNIFICATION
4.27.	INDUSTRIAL INSURANCE REQUIREMENTS
4.28.	LITIGATION

4.29.	NONDISCRIMINATION
4.30.	PREVAILING WAGE
4.31.	PROCUREMENT
4.32.	PROHIBITION STATEMENT
4.33.	PROJECT SIGNS
4.34.	PUBLICITY
4.35.	RATES AND RESERVES
4.36.	RECAPTURE
4.37.	RECORDKEEPING AND ACCESS TO RECORDS
4.38.	REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)
4.39.	SEVERABILITY
4.40.	SUBCONTRACTING
4.41.	SURVIVAL
4.42.	TERMINATION FOR CAUSE
4.43.	TERMINATION OR SUSPENSION FOR CONVENIENCE
4.44.	TERMINATION PROCEDURES
4.45.	WORK HOURS AND SAFETY STANDARDS

ATTACHMENT I	SCOPE OF WORK (PROJECT)
ATTACHMENT II	ATTORNEY'S CERTIFICATION
ATTACHMENT III	FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of Bainbridge Island
Loan Number**:**	DWL27100
Application Number:	2021-4016
Award Year:	**2022**
State Wide Vendor Number:	SWV0019249-00

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	Ferncliff Water Main Extension
Project Location:	Kitsap County
Project State:	Washington
Project Zip Code:	98110

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3 LOAN INFORMATION

Loan Amount:	**$792,079.00**
Loan Fee (Included in loan amount):	**$00.00**
Loan Forgiveness:	**50%**
Loan Term:	**24 years**
Interest Rate:	**1.25%**
Payment Month(s):	**October 1st Annually**
Earliest Date for Preconstruction Reimbursement:	**12 months prior to contract execution**
Time of Performance:	**48 months from Contract execution date to Project Completion date.**
Competitive Bid Process:	**Within 18 months of Contract execution**

3.4 SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

3.5 LOAN SECURITY CONDITIONS GOVERNING THIS LOAN AGREEMENT

Pursuant to RCW 35.51.050, the CONTRACTOR pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is City of Bainbridge Island

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor."

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable local, state, and federal statutes and regulations
B. Contract amendments
C. The Contract (in this order)
Declarations and Special Terms and Conditions
General Terms and Conditions
Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report., BORROWER will provide the following information to DOH:

- **A.** A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- **B.** A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- **C.** Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- **D.** An invoice for the remaining ELIGIBLE PROJECT COSTS.
- **E.** Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT

MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. AMERICAN IRON AND STEEL

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

- **A.** Compliance would be inconsistent with the public interest; or
- **B.** The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
- **C.** Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
- **D.** The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and the CONTRACT number;
E. Provide contact information for the requester's representative , and,
F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take

reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the

United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

> "All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or

C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DWSRF PROGRAM
LOAN CONTRACT INFORMATION
2021-4016 Bainbridge Island, City of Ferncliff Water Main Extension

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Construction of approximately 2,200 linear feet of 8-inch water main along Ferncliff Avenue NE and south on Grand Avenue NE from NE Garibaldi Loop to Fenton Road. Piping costs to include: pipe, valves, pressure reducing valves for individual customers, backfill, bedding, traffic control, surface restoration, connection to existing system, meters, service connections, utility relocation, dewatering and other appurtenances.
2. Consolidation and connection of the City-owned Casey Street Water System (DOH#184065) and the private Ferncliff Water Association (DOH#24800). Costs include: include: pipe, valves, pressure reducing valves for individual customers, backfill, bedding, traffic control, surface restoration, connection to existing system, meters, service connections, utility relocation, dewatering and other appurtenances needed to make the physical connection to the Bainbridge Island Water System.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative, and audit.

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	
Environmental Review	
Historical Review/Cultural Review	
Land/ROW Acquisition	
Permits	
Public Involvement/Information	
Bid Documents (Design Engineering)	$27,500.00
Construction: Estimated Cost. Provide details on following pages.	$497,848.00
DOH Review/Approval Fees:	
Contingency: (10% min, 20% max)	$181,500.00
Sales or Use Taxes	
Construction Engineering/Inspection	
Insurance:	
Audit:	
Legal:	$77,231.00
Service Meters (Purchase and Installation)	
Other: Inspection	$4,000.00
Other: Materials Testing	$4,000.00
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	$792,079.00
DWSRF Loan Origination Fee (1%) (Waived)	
DWSRF Loan Award	**$792,079.00**

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	*a)* **$**
Loans		
This Loan Request	**DWSRF loan**	$**792,079.00**
Other Loan #1	**WA Public Works Board Trust Fund**	**$4,500,000.00**
Other Loan #2	**DWSRF loan (DWL27105)**	**$6,831,302.00**
Other Loans		$
New Loans		$
	Total Loans	*b)* **$12,123,381.00**
Local Revenue		
Source #1	**Reserves**	$**287,698.35**
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	*c)* **$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	*d)* **$**
TOTAL PROJECT LOAN		*e)* **$**12,123,381.00

2021-4016 Bainbridge Island, City of Ferncliff Water Main Extension

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: _____ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND
(MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.

2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.

3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

_____ _____
Signature of Attorney Date

_____
Name and BAR Number (WSBA No.)

_____
Address

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
b) Clean Air Act, Public Law 84-159 as amended
c) Coastal Zone Management Act, Public Law 92-583 as amended
d) Endangered Species Act, Public Law 93-205 as amended
e) Environmental Justice, Executive Order 12898
f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
g) Protection of Wetlands, Executive Order 11990
h) Farmland Protection Policy Act, Public Law 97-98
i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
j) National Historic Preservation Act, 54 USC Subtitle III
k) Safe Drinking Water Act, Public Law 93-523 as amended
l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
m) Washington State Environmental Policy Act, Chapter 43.21C RCW
n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

2) Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Ac with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension, Executive Order 12549
e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

4) State Laws

a) Chapter 36.70A RCW, Growth Management Act
b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
c) Chapter 39.12 RCW, Washington State Public Works Act
d) Chapter 43.20 RCW, State Department of Health of Health
e) Chapter 43.70 RCW, Department of Health
f) Chapter 43.155 RCW, Public Works Project
g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
j) Chapter 246-290 WAC, Group A Public Water Systems

k) Chapter 246-291 WAC, Group B Public Water Systems
l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
m) Chapter 246-293 WAC, Water Systems Coordination Act
n) Chapter 246-294 WAC, Drinking Water Operating Permits
o) Chapter 246-295 WAC, Satellite System Management Agencies
p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
r) Title 173 WAC, Department of Ecology Rules
s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at http://www.epa.gov/osbp/grants.htm.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

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 (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Authorize a Budget Amendment in the Amount of $60,000 (Water Fund) to Support Preliminary Design, Public Engagement, and Cost Estimates for the Ferncliff / Casey Street Water Main Extension Project - Public Works,

SUMMARY: City Staff are requesting that the City Council authorize a 2022 budget amendment in the amount of $60,000 (Water Fund) to support preliminary design, public engagement, and cost estimates for the Ferncliff / Casey Street Water Main Extension Project, and include the amendment in the 1st quarter budget amendment ordinance.

AGENDA CATEGORY: Review and Recommendation

PROPOSED BY: Public Works

RECOMMENDED MOTION: Authorize a 2022 budget amendment in the amount of $60,000 (Water Fund) to support preliminary design, public engagement, and cost estimates for the Ferncliff / Casey Street Water Main Extension Project, and include the amendment in the 1st quarter budget amendment ordinance.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$60,000
Ongoing Cost:	N/A
One-Time Cost:	$60,000
Included in Current Budget?	No

BACKGROUND: City staff are requesting a budget amendment in the amount of $60,000 from the Water Fund to support the Ferncliff / Casey Street Water Main Extension Project. The project proposes to build approximately 1,800 linear feet of new water main extension at an estimated cost of $700,000 - $900,000 so that the City's municipal water utility can serve properties along Ferncliff Avenue, including those currently belonging to the Ferncliff Water Association (FWA), as well as the existing City water utility customers on Casey Street. See select slides from the previous presentation to the City Council that includes a map of the project area.

Staff are proposing that the City support this preliminary design and cost estimate work up front from the City's Water Fund, and use the developed materials to inform the City Council and the community on potential options for connecting to the new main and options for distributing the costs to the benefitting properties. If the project

moves forward to final design and construction, the City could choose to draw down on the State Revolving Fund Loan that was secured for this project to backfill the Water Fund for this initial $60,000 investment.

Staff estimate that a preliminary design and cost estimate could be available for further discussion in late summer 2022.

ATTACHMENTS:

Ferncliff_Water_Extension_092821.pdf

FISCAL DETAILS: This agenda item would authorize $60,000 from the Water Fund to support the Ferncliff / Casey Street Water Main Extension Project.

Fund Name(s): Water Fund

Coding: TBD

Ferncliff Water Extension

Christopher Wierzbicki, PE
Public Works Director



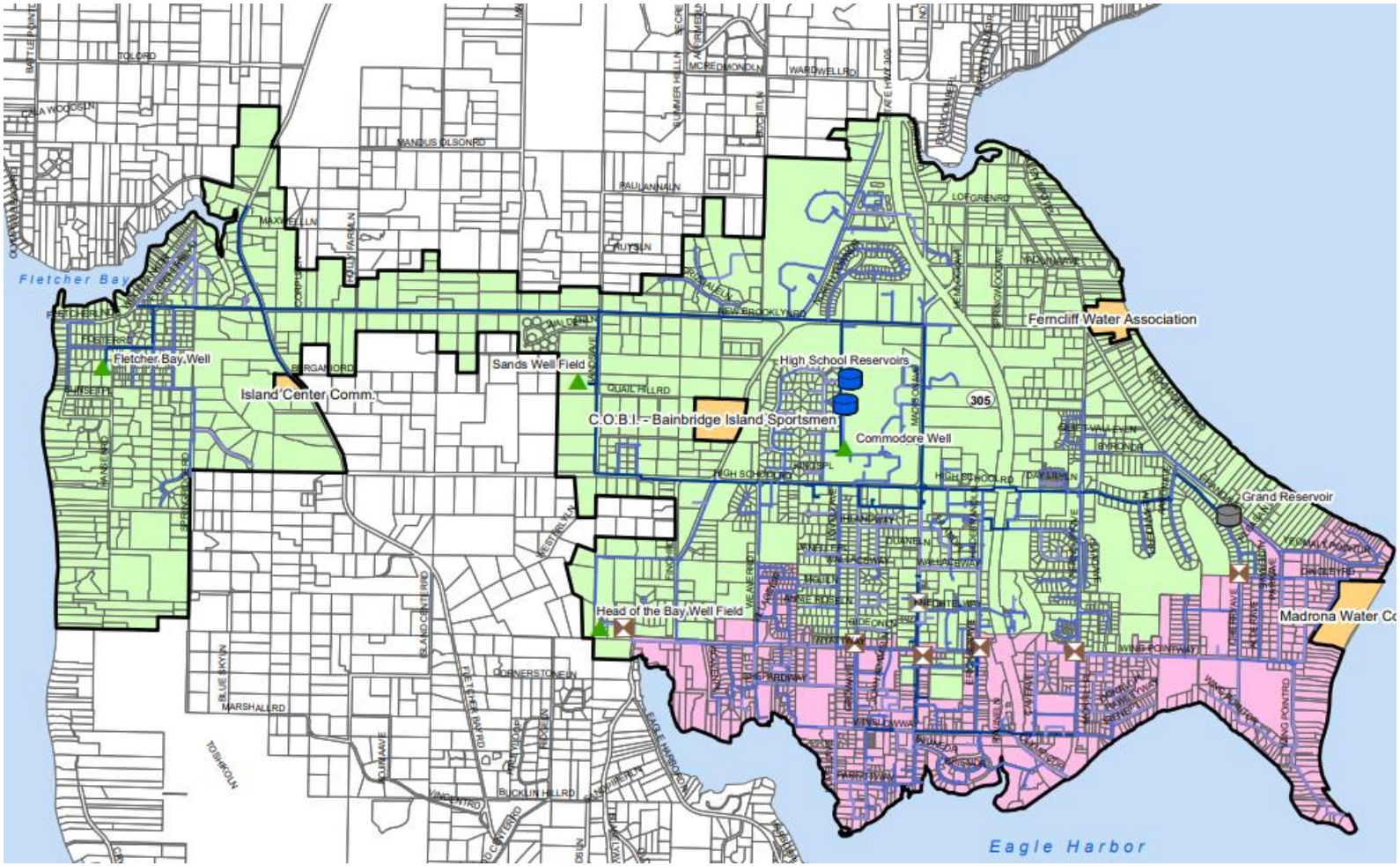
Agenda

- Project Background
- Input from Utility Advisory Committee
- Staff Recommendations / Costs
- Next Steps

Discussion Goal

- Determine if the City Council is comfortable enough with the recommended approach for funding a water main extension to engage residents on costs and potential timing.

Project Background – Winslow Water System



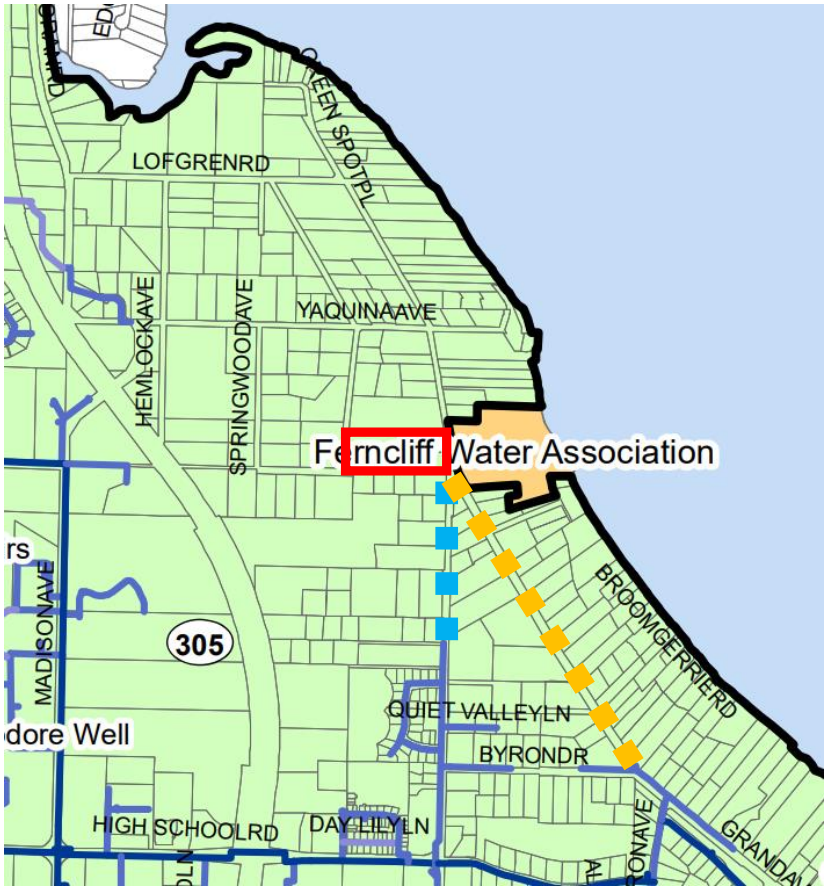
Project Background – Ferncliff Request

- February 2021 request from Ferncliff Water Board of Trustees to evaluate water extension
- Group B water system, 18 connections (yellow)
- City-owned system across the street, 9 connections (Casey, red)



Project Background – Public Outreach

- March 2021 postcard notification to residents along two possible extension routes (yellow and blue)
- 23 responses
- 7 supporting along Grand
- 5 supporting along Ferncliff



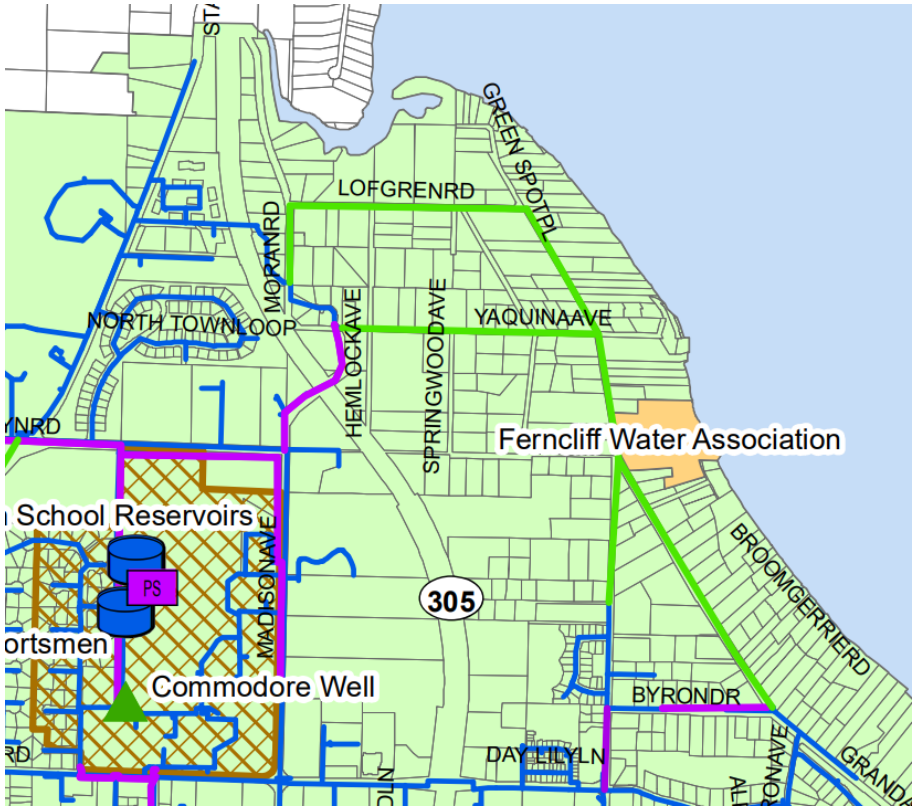
Input from Utility Advisory Committee – Resolution 2021-02

- Establishes a policy for management support to non-City owned small water systems, including:

Section 1. The City adopts a policy of providing active and consistent assistance, if requested, to the small water systems on Bainbridge Island, and of encouraging, if appropriate, voluntary consolidation of those systems into the City's current water utility. Priority focus should be on the water systems within and adjacent to the City's current county-assigned service areas.

Input from Utility Advisory Committee - General

- Extension provides benefit to the system (future expansion from Water System Plan shown in green)
- Include Casey Street customers
- Extension should be paid by benefitting customers
- Incentivize connections
- Explore State Revolving Fund loan/grant options



Ferncliff Water Extension
Q&A

Christopher Wierzbicki, PE
Public Works Director



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Authorize the City Manager to Advertise for the 2022 Annual Pavement Preservation Contract - Public Works,

SUMMARY: The city routinely conducts street preventative maintenance annually. Preventative maintenance consists of a combination of removing damaged asphalt and replacing with “hot mix” asphalt, applying slurry seal (a mixture of water, asphalt emulsion, and sand), and asphalt grinding and replacement. These techniques extend the life of the asphalt for several years and is less expensive than full replacement via reconstruction. Staff is requesting authorization to advertise for the 2022 annual pavement preservation contract.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Authorize the City Manager to advertise for the 2022 Annual Pavement Preservation Contract.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: Every year, the City's Public Works Department prepares a construction contract for the annual pavement preservation project. The project, which is budgeted at approximately $650,000 in 2022, is City's primary annual investment in preserving asphalt pavement.

Pavement conditions are measured with a Pavement Condition Index (PCI) that indicates a rating from 1 to 100 reflecting the quality of the existing conditions. Based on the evaluation performed in 2019, the staff estimates that the current PCI of the City's asphalt pavement is a 68 out of a 100. The goal of the annual pavement preservation project is to stabilize or increase the PCI, which will lead to lower costs and the need for full pavement reconstruction in future years.

The locations for this year's projects can be found on the attached map. Staff estimates that the project will be advertised in the second quarter of 2022, and work started in the third quarter of 2022.

ATTACHMENTS:

2022 Annual Pavement Preservation Map.pdf

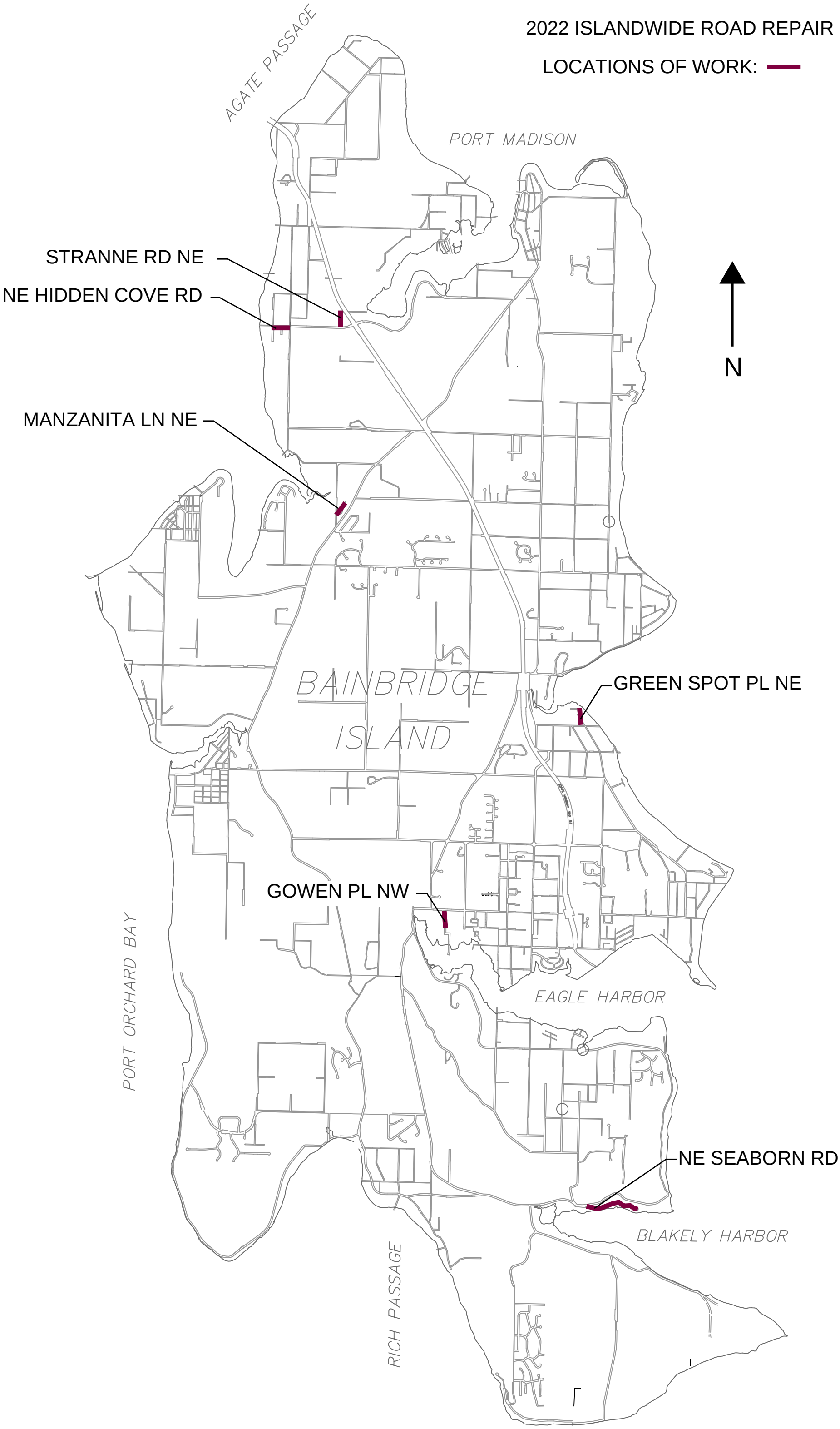
FISCAL DETAILS: The 2022 budget for the annual pavement preservation project is approximately $650,000.

Fund Name(s): Streets Fund

Coding: Operating Project 00222

2022 ISLANDWIDE ROAD REPAIR

LOCATIONS OF WORK:



CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Adopt Resolution No. 2022-16 on the Energy Transitions Initiative Partnership Project Application

SUMMARY: The Energy Transitions Initiative Partnership Project (ETIPP) Community Technical Assistance program is a National Renewable Energy Laboratory (NREL) program to help remote, island, and islanded communities transform their energy systems and increase energy resilience. The City proposes to submit an application to request technical assistance to identify pathways and costs to achieve 100% renewable electricity on the island by 2030, and opportunities to increase the resilience of our electric systems on the island.

This application aligns with goals identified in our 2020 Climate Action Plan, including a) a goal for Bainbridge Island's sources of electricity to be carbon-free by 2040, and b) a goal to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience in light of a changing climate. The attached resolution directs the City Manager to submit the application by the April 15, 2022 due date, and serves as written verification of a commitment to the proposed technical assistance project by community decisions makers or leaders. This resolution will be supplemented by additional verifications of commitment from the City Manager and Climate Change Advisory Committee (attached) and Puget Sound Energy (currently under review by PSE staff) as supporting documentation for the application.

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

RECOMMENDED MOTION: Adopt Resolution No. 2022-16 on the Energy Transitions Initiative Partnership Project Application

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: Energy use is the largest source of community greenhouse gas (GHG) emissions on Bainbridge Island. The 2018 GHG emissions inventory for Bainbridge Island indicates that roughly 53% of the community's GHG emissions come from electricity generation. In Washington State electricity generation contributes about 20% of the State's greenhouse gases. Bainbridge Island's GHG emissions from electricity

generation are higher than the State average because PSE, the Island's electricity provider, has an energy mix containing over 50% fossil fuels.

The Washington State legislature passed a bill in the 2019 legislative session requiring the State's electrical supply to be free of coal by 2025, carbon neutral by 2030 and 100% carbon-free by 2045. However, our Climate Action Plan states that "Bainbridge Island should strive to achieve 100% clean, renewable energy, and should evaluate timelines to achieve this goal sooner than 2045 in order to do our part to keep global temperatures below 1.5 degrees Celsius compared to pre-industrial levels," with a specific goal for all of Bainbridge Island's sources of electricity to be carbon-free by 2040.

Our Climate Action Plan also has a goal to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience in light of a changing climate. Resilience is the ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions, including events with low likelihood and high impact (such as extreme weather conditions or an earthquake). Resilience planning differs from reliability planning: reliability relates to events with occasional likelihood but fairly limited impact such as outages due to fallen trees.

Two-thirds of the island is served by two substations that don't have backup transmission. Transmission outages contributed to nearly 50 percent of the total customer minutes of service interruption to Bainbridge Island over the past five years. In times of power outage, much of the backup power is either propane or wood. While PSE is working to address electric reliability on the island, this application seeks further assistance to improve the other 50 percent of customer minutes of service interruption that are related to distribution reliability issues.

ATTACHMENTS:

Resolution 2022-16 Energy Transitions Initiative Partnership Project Application.docx

City of Bainbridge Island ETIPP Application.pdf

City Manager Letter of Endorsement for ETIPP Application.docx

CCAC Letter of Endorsement for ETIPP Application.docx

FISCAL DETAILS: There is no cost associated with submitting this application or receipt of technical assistance (if awarded).

Fund Name(s):

Coding:

RESOLUTION NO. 2022-16

A RESOLUTION of the City Council of Bainbridge Island, Washington, relating to the City of Bainbridge Island's application to the Energy Transitions Initiative Partnership Project for Free Technical Assistance.

WHEREAS, the Energy Transitions Initiative Partnership Project ("ETIPP") is a National Renewable Energy Laboratory program provided by the United States Department of Energy to help remote, island, and islanded communities transform their energy systems and increase energy resilience through strategic energy planning and the implementation of solutions that address their specific challenges; and

WHEREAS, ETIPP provides for a Community Technical Assistance program at no cost to eligible, selected communities; and

WHEREAS, the 2020 Bainbridge Island Climate Action Plan includes a goal that all of Bainbridge Island's sources of electricity be carbon-free by 2040, and a goal to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience in light of a changing climate; and

WHEREAS, an application to ETIPP requesting community technical assistance to identify pathways and costs to achieve 100% renewable electricity on the island by 2030, and opportunities to increase the resilience of electric systems on the island, supports implementation of the Climate Action Plan; and

WHEREAS, the ETIPP application encourages applicants to submit at least two verifications of commitment from community decision makers or leaders; and

WHEREAS, the City desires to apply for such free technical assistance through ETIPP.

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

Section 1. The City Manager is directed to timely submit a complete ETIPP application in substantially the same format as the application materials provided to the City Council for its April 12, 2022, regular business meeting.

Section 2. The City Council of the City of Bainbridge Island endorses, and verifies its commitment to, the terms of the ETIPP application that will be submitted by the City Manager, per the terms of Section 1 of this resolution.

Section 3. This resolution shall be one of the at least two verifications of commitment sought in the ETIPP application for free technical assistance.

Section 4. 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 5. This resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of April, 2022.

APPROVED by the Mayor this ____ day of April, 2022.

_____

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: _____

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 8, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
RESOLUTION NO.	2022-16

Energy Transitions Initiative Partnership Project PDF Application

This is the PDF application for remote, island, and islanded communities to participate in the Energy Transitions Initiative Partnership Project (ETIPP). **Applications are due April 15, 2022.**

Questions?
Contact an ETIPP regional partner or email ETIPP@nrel.gov.

Data and Privacy Notice: The data collected will be used to select communities for ETIPP technical assistance. Data collected will be retained indefinitely by the National Renewable Energy Laboratory (NREL), the U.S. Department of Energy, and its other national labs. For more information, see NREL's security and privacy notices at www.nrel.gov/security.html

Before You Apply

You are encouraged to complete the following preliminary steps before you fill out your application:

1. Review the Application and Selection Process Guidelines on the ETIPP application page (https://www.nrel.gov/state-local-tribal/etipp-technical-assistance.html)
2. Speak with your community decision makers and an ETIPP regional partner.
3. Prepare your answers to the application questions in a separate document, so you can copy and paste them into the application.

How To Submit Your Application

Step 1: Select **File > Save As** to rename your application using your community or organization name and save it to your computer. Save your work periodically as you complete the application to avoid losing your work. Complete all sections of the application.

Step 2: Gather your decision maker support documents that verify commitment to pursue ETIPP technical assistance as described in the Commitment section on the ETIPP application web page. You have the option to submit additional documents, figures, photos, letters, etc., to support the information you provide in your application.

Step 3: Submit your application materials using either email or mail by following the instructions below. **Note**: Only one application per applicant will be accepted.

If you are submitting your application using email, your email must include:

- Your application
- Your decision maker support documents
- The name of your community/organization and the project title in the email subject line (example: Nags Head, NC - ETIPP Renewable Energy Analysis project).
- The name of each attached document and a brief description of how it relates to your application in the body of your email (example: Email from Bob Smith – community leader providing verification of ETIPP project commitment and involvement).

Send your email to ETIPP@nrel.gov. Note: Only one email per applicant will be accepted.

If you are submitting your application using mail, your envelope must contain:

- Your application
- Your decision maker support documents

Mail your envelope to the address below.
National Renewable Energy Laboratory
Attn: Katrina Woodhams [Billy Boateng]
15013 Denver West Parkway
Golden, CO 80401

Note: Only one envelope per applicant will be accepted.

Applicant Contact Information

*An asterisk indicates a required field.

1. What is your name?*

Autumn Salamack

2. What is your title/role?*

Climate Mitigation and Adaptation Officer

3. What is your organization name?*

City of Bainbridge Island

4. What is your community/jurisdiction name?*

City of Bainbridge Island

5. What is your city and state or territory?*

City of Bainbridge Island, WA

6. What is your email address?*

asalamack@bainbridgewa.gov

7. What is your phone number?*

206-780-8590

8. What is the name of your project?* (Tip: Use a unique title/name describing the technical assistance you are requesting.)

Example: Nags Head, NC - ETIPP Renewable Energy Analysis project

Bainbridge Island, WA – ETIPP Renewable Energy Analysis Project

Eligibility Criteria

Applications must meet the basic eligibility criteria below for evaluation by the review committee and to receive technical assistance.

- You are a community or organization in the United States.
- Your community is in a remote location, an island, or is islanded.

9. What type of community or organization are you?*

- (●) Local government (e.g., municipality, county, city, town)
- ( ) Tribal organization or department
- ( ) Community-based nonprofit or nongovernmental organization
- ( ) Special purpose district (e.g., school district, water district, sewer district)
- ( ) Municipal utility or electric co-op.
- ( ) Other

10. In which community category do you identify?*

- **Remote** communities are isolated from a reliable electrical grid by geographical impediments or from large population centers and, as a result, have limited access to centralized energy systems.
- **Island** communities are isolated from the mainland by waterways.
- **Islanded** communities are not grid-tied to large transmission-scale power systems and, as a result, experience frequent issues with electric reliability and/or power quality. These communities may or may not be categorized as "remote" or "island."

- ( ) Remote
- (●) Island
- ( ) Islanded

Request for Technical Assistance

Applicants must provide clear descriptions in the following Need, Project Goals, and Commitment sections of this application to be considered for ETIPP. (Percentages indicate the weighted value of each section in the review committee's evaluation of the application.) Optional graphics or photos must be submitted according to Step 2 in the application submission process.

Need (35%)

11. Provide a general overview of your community's energy system; its risks, challenges, and/or vulnerabilities that provide context for your resilience-related request for technical assistance; and the existing barriers that prevent your community from applying and maintaining energy solutions. (500 words maximum)

The Bainbridge Island community energy system has challenges, risks and vulnerabilities related to both carbon emissions from energy supply and the resilience of our energy system.

Decarbonizing our electricity supply: Energy use is the largest source of our community greenhouse gas (GHG) emissions. The most recent GHG inventory indicates that 53 percent of community emissions come from electricity generation. Puget Sound Energy (PSE) provides electricity on the Island. We don't have natural gas, but some homes and businesses also use wood stoves, propane, or fuel oil. During power outages, residents also use generators with propane, gas, or other fuel sources. There are currently 385 net metered solar customers on the Island, roughly 3 percent of total Island meters, with a combined 3.4 MW AC generation capacity.

The Washington State Clean Energy Transformation Act (CETA) requires the State's electrical supply be free of coal by 2025, carbon neutral by 2030 and 100 percent carbon-free by 2045. The City of Bainbridge Island adopted a more ambitious Climate Action Plan (CAP) in 2020, setting a goal for all the Island's sources of electricity to be carbon-free by 2040. There are three actions in our CAP that highlight a commitment to decarbonizing our electricity source:

1. Work collaboratively with PSE to move towards a 100 percent carbon-free electrical supply, preferably sooner than the State mandated goals.
2. Work with PSE and others to develop incentive programs to increase installation of renewable energy.
3. Explore opportunities to work with PSE and local financers to create local renewable energy projects.

Our CAP has goals to reduce energy demand in our built environment and increase the use of electricity as a fuel for our transportation sector. That includes increasing the number of electric vehicles and charging stations and adding charging capacity for a future electric ferry at the Bainbridge Island terminal.

Increasing electric power resilience: Our CAP includes a goal to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience considering a changing climate. Resilience is the ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions, including events with low likelihood and high impact (such as extreme weather conditions or an earthquake). Resilience planning differs from reliability planning: reliability relates to events with occasional likelihood but fairly limited impact such as outages due to fallen trees.

Electric reliability on Bainbridge Island undoubtedly needs to be improved and PSE is working to address identified reliability and capacity needs, including the fact that two-thirds of the Island is served by two substations that don't have backup transmission. Transmission outages contributed to nearly 50 percent of the total customer minutes of service interruption to Bainbridge Island over the past five years. This application seeks further assistance to improve the other 50 percent of customer minutes of service interruption that are related to distribution reliability issues. This is where synergies between reliability and resilience improvements could produce local benefits and new learnings for the wider industry.

12. Provide information (e.g., geography, data/statistics or analysis, source citations, graphics, photos) that describes your community as a remote, island, or islanded community. (200 words maximum)

Bainbridge Island is an island city in the Puget Sound region of western Washington located adjacent to the Kitsap Peninsula, approximately seven miles west of Seattle. Bainbridge Island has an area of 26 square miles, with 52 miles of shoreline, dense forests, mostly rural development patterns, and an estimated population of 25,000. The entire Island is incorporated as one city.

Bainbridge Island is connected to the Kitsap Peninsula by a single bridge at the north end of the Island, and to the Greater Seattle Area by a single ferry route that docks in downtown Bainbridge Island. The Island has limited means for evacuation due to the limited number and vulnerability of access points.

Bainbridge Island has limited access to centralized energy systems because we are electrically radially connected to the Kitsap Peninsula via the Agate Passage transmission lines with two 115kV transmission lines extending south onto the Island. Approximately 12,400 Island electric customers are served from three distribution substations, two of which currently don't have backup transmission lines. Due to the Island's unique geographic factors, local wind patterns, and our heavily treed nature, the Island can be slow to have power restored in storm events.

13. ETIPP tailors the technical assistance a community receives by understanding a community's energy resilience. If applicable, provide previous, ongoing, or planned projects, funding, or technical assistance dedicated to enhancing your community's energy resilience, renewable energy, and/or energy efficiency. Please include up to three projects started in the past 5 years or planned for the next 5 years.

    If you have not conducted previous work in energy resilience, renewable energy, or energy efficiency, please state "Does not apply." **Note**: Having no previous energy-related work will not impact your application.

    a) Project title
    b) Project time frame
    c) Project goal and energy challenge addressed
    d) Type of energy resilience, renewable energy, or efficiency technology or process used to address the challenge
    e) Project outcomes, including generation capacity or efficiency measures installed, renewable electricity generated, or energy savings (if applicable or known)
    f) Local/regional participating organizations and stakeholders engaged
    g) Federal/state/private funding or technical assistance source and amount.

Information is provided for three ongoing projects that are already underway in our community.

1. Utility Capacity Projects (2022-2026): PSE is proposing a unique solution to improve reliability and modernize the grid on Bainbridge Island. To address the growth that's straining the Island's distribution system and balance the values of the community to limit infrastructure, PSE is proposing to use a combination of battery storage and technology programs to postpone building a new substation. PSE is planning to install a utility-scale battery energy storage system to add capacity to the system. This 3.3 MW battery will do this by supplying electricity during peak periods when demand is high, this is called "peak shaving." Battery storage combined with other components in the solutions package will play a large part in meeting the community's demand for power. To date, PSE has not committed to adding a use case of emergency preparedness into the operation of the proposed battery. Alternative solutions to meet PSE's identified capacity need, like more distributed battery energy storage, that were studied by PSE were not selected to continue forward due to estimated costs. Another component of PSE's solution to improve reliability and modernize the grid on Bainbridge is to utilize conservation and distributed energy resources (DERs) programs to address capacity issues identified on the Island. PSE is planning to work with the community to conserve power using DERs and other programs to conserve roughly 3.3 MW of power on the Island. Conservation and DERs programs will work with the utility scale battery mentioned above to address capacity needs and avoid a new substation for up to 10 years. The initial outreach to customers will be Targeted Energy Efficiency measures with enhanced incentives specific to the Island. Smart Thermostats, Space and Water Heat measures, and Weatherization (insulation and windows) incentives and installations will be marketed directly to Bainbridge Island PSE customers. PSE anticipates enrolling customers in the Targeted Demand Response (DR) program in October or November of 2022. Customers with existing smart thermostats, along with newly added DR devices, will be able to participate in load reduction events to begin offsetting the forecasted peak capacity need on the Island.

2. Increased Solar and Battery Energy Storage Installations (2022-2024): The City is currently working with Bainbridge Prepares, a community organization to prepare Islanders for natural disaster resilience, and a consulting firm to develop specifications for - and ultimately install - solar panels and battery energy storage systems for up to six community disaster hubs on the island. Those community disaster hubs include a mix of public and private facilities. This project is expected to result in additional on-site solar panel installations with battery energy storage systems designed to provide limited power for at least three days of electrical power outages at one or more community disaster hubs. The City and PSE are also partnering to investigate the potential for a community solar project on Bainbridge Island. Community Solar is a voluntary renewable energy option where PSE partners with local organizations to build new solar energy installations that generate clean, renewable energy for the community. PSE electric customers can then subscribe to "shares" in an available site for a monthly fee and receive bill credits for the energy generated by their share. Initial review of a potential site owned by the City was initiated in early 2022.

3. Upgrade of existing and construction of new transmission lines (2020-2026): As part of PSE's solution to improve reliability on the Island, they're planning to build a new transmission line between the existing Winslow and Murden Cove substations to create a transmission loop. A looped transmission system, like PSE is proposing, is a more typical configuration of transmission systems in other areas of their service territory. This means each substation will be connected to two transmission lines. If one line goes out, the other line can still feed the substation and provide power to customers. This new transmission line is, according to PSE, a critical component of PSE's plan to improve electric service reliability, reducing the frequency and duration of power outages for customers on Bainbridge Island. Looking at outage data from 2013-2020, PSE shared that if the new transmission line had been installed during that time, it could have reduced customer minutes of interruption by 40 percent per year on average. PSE also plans to rebuild the aging 4.5 mile Winslow Tap transmission line to improve reliability (planned for construction and restoration in 2023-24). The transmission line was built in 1960 and some of its equipment is nearing end of useful life and needs to be replaced. In addition, the line is in a heavily vegetated corridor with difficult terrain, which makes outage response challenging. The Winslow Tap is the only transmission line that serves the Winslow substation which supplies power to 3,500 homes and businesses on the south end of the Island. PSE plans to rebuild the aging infrastructure by replacing the poles as well as installing new conductor wire. By replacing the aging infrastructure, improving access, and reducing the number of trees falling into the lines, PSE aims to improve safety and reduce outage durations.

Project Goals (40%)

14. Describe the technical assistance you're requesting and how the technical assistance proposed will impact and advance your community's energy goals to develop and maintain energy resilience. (500 words maximum)

Consider the following questions in your response:

a. What are your energy goals, and how do they improve your energy resilience? **Note**: Goals to assess energy needs for determining specific energy resilience goals are eligible activities.

b. What information do you need to advance these energy goals?

c. Does your community have an energy plan or hazard mitigation plan with energy goals included?

d. In what areas (e.g., governance of energy systems, grid modernization, renewable energy generation, energy storage systems, energy efficiency, clean transportation, etc.) may your community or organization need research, analysis, planning, or training support?

Decarbonizing our electricity supply: Our CAP has a goal to achieve 100 percent renewable electricity usage on the island by 2040, with community interest in meeting that goal even sooner (by 2030). To achieve that goal, we need a clear sense of what options are technologically feasible and what kind of lift would be required in terms of both human and financial resources.

We are especially interested in exploring options for maximizing solar at public facilities. However, we have limited public lands and are a heavily forested island so there are likely limits to viable solar options. Given that we are surrounded by water, there may be water-based energy options that could be considered. We are open to discussing all renewable energy technologies and co-developing a decision/prioritization framework for assessing potential projects and locations.

Specific questions we anticipate this technical assistance program could help answer include:
- How can we get to 100 percent renewable electricity for the Island by 2030, taking into consideration current and future energy needs with planned energy demand reduction programs from PSE and increased vehicle and ferry electrification?
- How can our community best accomplish this goal, looking at all technologies and land use types?
- What onsite and offsite infrastructure (or green power purchasing programs) would be needed to achieve that goal?
- What would it cost to achieve this goal?
- What are the possible funding sources, including grant opportunities?

Increasing electric power resilience: We also want to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience in a changing climate. We are interested in technical assistance for planning, implementation, training, and community outreach on these topics.

Specific questions we anticipate this technical assistance program could help answer include the following:
- Which types of local generation could contribute to the Island's electric power resilience? Potential candidates may include: Community Solar - evaluation of potential project at Vincent Road site (currently underway - first site visit in March 2022); and Biodigester with methane output at the "triangle" near the transfer station.
- How could existing PSE reliability improvements be expanded to include a resilience use case? Potential candidates may include: Electric Energy Storage Battery Project at Murden Cove substation and Distributed Energy Resources Pilot.
- What role could residential-scale battery options play in supplying neighborhood microgrids after disasters?
- What other potential changes to our electric system could be needed to develop an integrated reliability and resilience solution?

Bainbridge Island is included in the 2019 Kitsap County Hazard Mitigation Plan, which references a moderate hazard identification and vulnerability analysis risk rating for energy emergencies, including vulnerabilities associated with climate change impacts (such as severe storms). Per that Plan, "Bainbridge Island is vulnerable to severe weather, typically in the winter months. High winds, significant rainfall, and snow can cause some urban flooding as well as damage from falling trees and the potential for landslides due to saturated soils…and result in loss of life, damage to homes, and significant power outages."

15. Why is this project important to your community? Describe the anticipated impact of the requested assistance to enhance your community's energy systems, energy transition goals, and energy resilience that could result in sustained, positive impact on the community. (500 words maximum)

Our community would greatly benefit from technical assistance to help us identify how we can transition to 100 percent renewable energy faster than required by CETA, and to identify how to do that in a way that ensures reliable electricity from a resilient and equitable energy system.

In Washington State, electricity generation contributes about 20 percent of GHG emissions. Bainbridge Island's GHG emissions from electricity generation are higher than the State average because PSE has an energy mix containing over 50 percent fossil fuels. Our community also has a higher-than-average power outage rate for customers in PSE territory, both in terms of frequency and duration (SAIDI and SAIFI), which heightens our desire for a resilient grid. Those two data points - coupled with the potential risk of complete isolation from county, state, and federal resources should an emergency or disaster event disrupt ferry service and/or disable the Agate Pass bridge - speak to the need for carbon neutral, on-Island energy generation within a resilient energy system to safeguard our community's public health.

We have an educated and motivated community. Over 440 residents participated in a 2019 community survey as part of the creation of the CAP. Approximately 70 percent of survey respondents were either extremely or very concerned about climate change impacts and the vast majority of respondents were willing to take action on climate change (more than 90 percent) and believed the City should take a leadership role in addressing climate change (more than 80 percent). Implementation of our CAP is also a top policy goal of the City Council (as adopted by vote in 2021).

We anticipate a strong willingness by both the public and private property owners, business leaders and community members to take significant action to help the Island transition to 100 percent renewable energy. The community appears willing to implement a renewable energy blueprint but would need to understand specific details on technology options, capacity needs and estimated costs to achieve that goal.

Commitment (25%)

16. Please list the community decision makers or leaders who are providing written verification (i.e., email, signed letter, or other form of written correspondence) of their commitment to the proposed technical assistance project. Decision makers can include, but are not limited to, community government and leadership, local utilities, and public utility commissions.
    - Applicants are encouraged to provide at least two verifications of commitment.
    - Applicants are required to submit these documents with their application.

Included as attachments are letters of endorsement from key decisions makers and community partners for the success of this project, including a letter from our City Manager, a letter from our Climate Change Advisory Committee, and a letter from our utility partner, PSE, who initially reached out to us regarding this technical assistance opportunity.

NOTE: PSE letter pending, per a request to their staff (application to be updated before submittal as needed)

17. Will you participate in up to six 1-hour calls with ETIPP staff in the spring and summer of 2022 to scope the work that will be undertaken during the 12- to 18-month technical assistance period?

    If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

18. Will you participate in one to two 1-hour monthly calls (or at a frequency that the project requires) with ETIPP staff for the 12- to 18-month technical assistance period?

    If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

19. Will you answer questions from ETIPP partners or requests for additional information in a timely manner (within two weeks of receiving the questions, or as advised by the ETIPP staff)?

If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

20. Will you respond to a follow-up questionnaire about the technical assistance after the project is complete?

If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

21. Will you share your experience and lessons learned via webcast or conference call with other communities identified by the ETIPP team?

If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

22. Will you work with an ETIPP regional partner to provide photos, diagrams, video footage, quotes, or interviews, as appropriate and relevant to the ETIPP project, for media inquiries and other requests?

If your answer is No, select "Other" and provide explanation.

- (●) Yes
- ( ) Other

23. I have read and agree to the Application Terms and Conditions cited on the ETIPP application page.* (https://www.nrel.gov/state-local-tribal/etipp-technical-assistance.html)

- (●) Yes
- ( ) No

Review and Submit Your Application

You have completed the application. Before you submit your application, confirm the following:

1. You have reviewed your application answers for accuracy. After you submit your application, you will not be able to change your answers. Only one application per applicant will be accepted.

2. You have reviewed the application submission instructions provided in the How to Submit Your Application section of this document.

Questions?
Contact an ETIPP regional partner or email ETIPP@nrel.gov

To: ETIPP Application Review Panel

From: Blair King, City Manager, City of Bainbridge Island, WA

RE: Endorsement of City of Bainbridge Island Application for ETIPP

In November 2020, Bainbridge Island City Council approved the first-ever Bainbridge Island Climate Action Plan. This plan is a culmination of a three-year effort by the Climate Change Advisory Committee working with City staff, community stakeholders and the public. Implementation of the Climate Action Plan is a City Council priority and taking action to decarbonize our electricity supply and enhance the resilience of our island energy system is a critical step in accelerating local climate action.

The Climate Action Plan has three overarching goals:

- Mitigation: Reduce greenhouse gas (GHG) emissions by 90% by 2045 compared to 2014 levels with interim milestones of 25% reduction by 2025 and 60% by 2035.
- Adaptation: Ensure that Bainbridge Island is climate savvy and can withstand the impacts of climate change.
- Community Engagement: Inspire community action and partner with local and regional organizations to take meaningful and equitable climate change mitigation and adaptation actions.

Communitywide GHG emissions increased 9% from 2014 to 2018. Significant action is needed to reverse that trend and ensure we meet our short- and long-term mitigation goals to safeguard the health of both our community. Energy use is the largest source of community emissions on Bainbridge Island, with electricity generation accounting for more than half of our estimated 233,998 metric tons of annual emissions.

Our Climate Action Plan has a goal for all of Bainbridge Island's sources of electricity to be carbon-free by 2040, and a goal to create energy self-sufficiency for emergency preparedness and increase energy infrastructure reliability and resilience in light of a changing climate. Our community has increasingly felt the impacts of climate change with intense heat waves, extreme precipitation events, frequent flooding, and summer wildfires, all of which threaten our energy systems and the health of both our environment and our residents.

As a small, primarily residential city with limited staff and financial resources, we would greatly benefit from technical assistance from the Energy Transitions Initiative Partnership Project (ETIPP). Such assistance would allow us to leverage the expertise of National Renewable Energy Laboratory staff and program partners to accelerate our transition to a carbon-free electricity source with enhanced resilience. Participation in ETIPP could allow our community to access expertise that is difficult to ascertain through a typical procurement process and provide an actionable blueprint that we can partner with both our local utility and private partners to implement.

The City will support this application with staff resources, including the time of our Climate Mitigation and Adaptation Officer, and by convening community stakeholders in this project if selected for technical assistance. This program can provide vital technical assistance to help accelerate climate action and preparedness in our community.

Blair King, City Manager

To: ETIPP Application Review Panel

From: Bainbridge Island Climate Change Advisory Committee

RE: Endorsement of City Application for Technical Assistance

The Bainbridge Island Climate Change Advisory Committee (CCAC) fully supports the City of Bainbridge Island pursuing the Department of Energy's *"Energy Transitions Initiative Partnership Project".* We believe the technical assistance provided by the program will help our community meet the ambitious goals established by our City Council to transition our Island away from the use of fossil fuels for generating electricity; prepare our Island from the current and future impacts of climate change; and increase the reliability of our electricity for all Islanders.

The Bainbridge Island City Council established the CCAC in the fall of 2017. It was established to serve as a technical and planning advisory committee to the City Council, City Manager, and City staff on issues related to climate change. In 2019, the City Council tasked the CCAC to develop a Climate Action Plan (CAP) for the Island. The City Council approved the first-ever CAP in November 2020.

As part of developing the CAP, the city commissioned a greenhouse emissions (GHG) inventory for the Island. Energy use was found to be the largest source of our Community GHG emissions - about 53% of the Community's GHG emissions come from the generation, transmission, and use of electricity. To assist in meeting our GHG reduction targets, the CAP established a goal for our electricity supply to be carbon-free by 2040.

The technical assistance requested from the National Renewable Energy Lab will help us evaluate how we can get to 100% renewable electricity for the island by 2030. We have heard from many people in our community that they would like to achieve the goal of 100% renewable electricity sooner than 2040. Also, our electricity supplier - Puget Sound Energy, has agreed to participate in the program, which we believe is critical if we want to achieve our ambitious goal.

We also believe the technical assistance can help us meet another goal in the CAP that half of the Community disaster hubs (soon to be 16 hubs) would have installed 6-20kW solar arrays and storage and resilience by 2030. In addition, we believe the technical assistance can help us understand how to improve the reliability of the Island's electrical supply, especially as extreme weather events and flooding increase over the next decades from climate change.

We believe the technical assistance program provided by this program could help our Island Community understand what actions we need to take to move us towards our goal for a carbon-free future with a reliable and safe energy supply.

David McCaughey, Chair



Climate Change Advisory Committee

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Accept Donations and Approve a Budget Amendment for the Sound to Olympics Trail Long-Range Plan ($215,000) - Public Works

SUMMARY: The Bainbridge Island Parks Foundation has agreed to donate $50,000, and the Bainbridge Island Metropolitan Park and Recreation District is considering providing a $25,000 donation to match the City's $140,000 contribution supporting a partnership effort to develop a long-range plan for the Sound to Olympics Trail, and a preliminary design for the next northbound segment of the trail between the Sakai Pond Trail and Madison Avenue.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Public Works

RECOMMENDED MOTION: Accept a donation of $50,000 from the Bainbridge Island Parks Foundation and a pending/proposed donation of $25,000 from the Bainbridge Island Metropolitan Park and Recreation District, and approve a budget amendment of $215,000 to support a long-range plan for the Sound to Olympics Trail, and include the project in the 2021-26 Capital Improvement Plan.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$215,000 ($140,000 of City Funds)
Ongoing Cost:	N/A
One-Time Cost:	$215,000 ($140,000 of City Funds)
Included in Current Budget?	No

BACKGROUND: The Sound to Olympics Trail (STO) is envisioned as a regional trail system that will connect the Bainbridge Ferry Terminal with the Olympic Peninsula. It is part of the Great American Rail-Trail route, linking the Seattle Waterfront Pathway to the east with the Olympic Discovery Trail to the west. On Bainbridge Island, the trail will generally follow the SR 305 right-of-way for the seven miles from the ferry terminal to Agate Pass Bridge. A portion of the trail was constructed between the ferry terminal and the Sakai Park property.

This agenda item proposes that the City Council accept a donation from the Bainbridge Island Parks Foundation and a pending donation from the Bainbridge Island Metropolitan Parks and Recreation District (BIMPRD) in the amounts of $50,000 and $25,000 respectively, and match those funds with a contribution of $140,000, to support a partnership effort to develop a long-range plan for the Sound to Olympics Trail, as well

as a preliminary, 30%-level design for the next northbound segment of the trail between the Sakai Pond Trail and Madison Avenue. Both of the donations to the City will support the 30%-level design plan.

The financial commitment from BIMPRD is expected to be confirmed by the Board at their April 21, 2022, meeting. If the donation is not secured, the total project budget will be reduced to meet the funds available.

The long-range plan would aid in developing longer-term grant and outreach strategies for the overall trail network, and the preliminary design would assist the partners with identifying easement needs, as well as informing near-term grant opportunities for final design and construction of the next proposed segment of the trail. The City will be the project lead and will work with the identified partners on consultant selection, scope development, and public outreach.

The project is identified in the City's Sustainable Transportation Plan, with the overall strategy of funding the project design and implementation with external funds supported with match funding from the City.

ATTACHMENTS:

VISION_Sustainable Transportation Plan_Sound To Olympics Trail.pdf

COBI STO MP Letter of Committment_3.17.22_Final.pdf

BIMPRD Donation Letter_Sound to Olympics Trail.pdf

FISCAL DETAILS: A $215,000 Capital Construction Fund budget amendment is proposed, along with the acceptance of $75,000 in donated funds, for a total funding allowance of $215,000. The City's $140,000 contribution is proposed to come from the $600,000 Transportation Benefit District set-aside that the City Council created as part of the development of the 2021-22 biennial budget. Funds from the set-aside have not yet been appropriated. If this $140,000 appropriation is made, $360,000 will remain.

Fund Name(s): Capital Construction Fund

Coding: TBD

OUR 2045 VISION:

Sound to Olympics Trail

The Sound to Olympics Trail (STO) is envisioned as a regional trail system that will connect the Bainbridge Ferry Terminal with the Olympic Peninsula. It is part of the Great American Rail-Trail route, linking the Seattle Waterfront Pathway to the east with the Olympic Discovery Trail to the west.

On Bainbridge Island, the trail will generally follow the SR 305 right-of-way for the seven miles from the ferry terminal to Agate Pass Bridge. This alignment is the longest contiguous "hill-free" stretch of land on Bainbridge Island; while it's not entirely flat, it is relatively flat compared to any other seven-mile stretch on the island.

The STO is a two-way, shared-use path that serves people of all ages and abilities. This means it will be used by people biking, walking, running, skating, and pushing strollers, as well as people in wheelchairs and those who use other assistive devices. Completing the STO will require continued commitment and significant funding that is beyond the resources the City currently has available. The trail is included in both local and regional plans, which makes it eligible for federal funding through competitive grants.

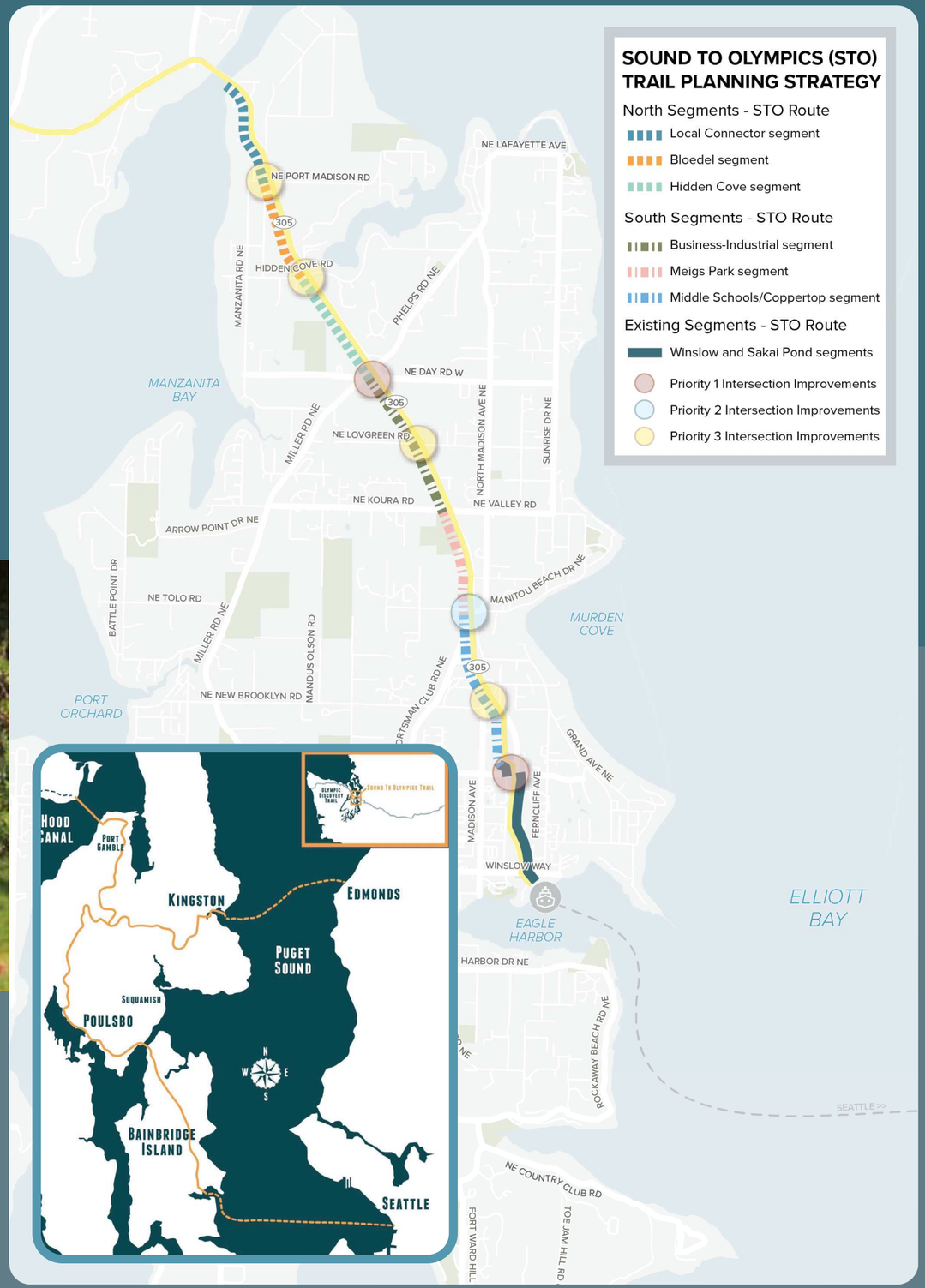


Photo Credit: Don Willott

Taking the Next Steps

The Winslow Connector was the first fully constructed segment of the STO, running 1.1 miles on the east side of SR 305 from Winslow Way to High School Road. The second segment of the STO, the Sakai Pond Connector, was constructed in 2021.

Up next is a continuation north to Sportsman Club Road (the Coppertop Connector), which will be followed by the Meigs Park Connector that will take people to Koura Road. Future phases will continue to the Agate Pass Bridge and connect to sections of the STO in Poulsbo and Port Gamble. The map to the right highlights the phasing of the trail, including priority crossings of SR 305.



BAINBRIDGE ISLAND PARKS FOUNDATION

Officers

Sara Tifft, President

Ann Browning, Vice-President

Peter Vosshall, Secretary

Rick Dernbach, Treasurer

Board Members

Ty Cramer

Cyndy Holtz

Mort Kondracke

Amy Lenahan

Kelly MacDonald

Andy Maron

Steve Matthews

Elizabeth Ozimek

Dave Shorett

Jason Shutt

Andrew Welch

Executive Director

Mary Meier

Projects

Barbara Trafton

Marketing & Development

Lisa Sheffer

Communications

Douglas Crist

Executive Assistant

Brooke Drury

Chris Wierzbicki
Director of Public Works
City of Bainbridge Island
280 Madison Ave North
Bainbridge Island, WA 98110

March 17, 2022

Dear Chris,

Please accept this letter of commitment from the Bainbridge Island Parks Foundation for a $50,000 grant to the City of Bainbridge Island to help fund the Sound to Olympic Trail (STO) Master Plan, to include 30% design through Sakai Park.

We believe this master plan investment will allow the City to be eligible and responsive to grant opportunities, to efficiently coordinate and plan with the stakeholder agencies, and to share a unified vision of this great trail with the community. The Foundation is pleased to bring the expertise of trail designer and planner, Steve Durrant, as a pro bono volunteer to the Foundation, to the project to support this key effort.

The Bainbridge Island Parks Foundation is proud to be an active partner in planning, growing, and stewarding the STO, Bainbridge Island's first "linear park" - a selected route of the Great American Rail-Trail from Washington DC to the Washington. Supported in part by our dedicated Friends of the STO Trail Fund, it is a privilege to partner with the City of Bainbridge Island and the Bainbridge Island Metro Parks and Recreation District to extend the STO north across the island – promoting safe, sustainable cross-island travel while connecting island neighborhoods, parks and services.

Thank you,

Mary Meier
Executive Director
Bainbridge Island Parks Foundation

Bainbridge Island
Metro Park & Recreation District

March 30, 2022

Mark Epstein, Project Manager
280 Madison Ave N.
Bainbridge Is., WA 98110

Dear Mark Epstein,

Thank you for your ongoing efforts regarding STO planning and its implementation on Bainbridge Island. The STO is a vital asset to the community and the North Kitsap area as it successfully assists and facilitates non-motorized connections north – south across the island and into the county. With these is the benefit of enhanced community connections to neighborhoods and key destinations, among these are Island parks, including Sakai Park that will benefit with this next phase of community non-motorized efforts. .

In response to grant funding opportunities, Park's leadership is reaching out to provide support for the next planning stage of the STO. District staff proposes a financial commitment of $25,000 from the Park District to support planning efforts through Sakai Park. This topic will be discussed during the regular Board meeting on April 7th and approval from the District Board of Commissioners will be sought during the regular Board meeting on April 21st. It is anticipated that these funds would be used to assist with designing a trail through Sakai Park in a way that benefits the Park and its users as well as the non-motorized vision of the STO.

We know that furthering non-motorized connections along SR-305 will benefit the hundreds of thousands of annual existing non-motorized users on the Bainbridge Island – Seattle Washington State Ferry route.

Thank you for your efforts.

Sincerely,

Terry Lande, Executive Director
Bainbridge Island Metropolitan Park & Recreation District

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Consider Resolution No. 2022-14 to Set a Public Hearing Date to Consider Vacation of Portions of Ward Avenue NE and NE Ewing Street - Public Works,

SUMMARY: On March 14, 2022, the City received a petition to vacate portions of Ward Avenue NE and NE Ewing Street from property owners of record, Varily Isaacs and Tracey Artiss. Resolution No. 2022-14 sets a public hearing date of May 10, 2022, related to the proposed road vacation and rededication.

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

RECOMMENDED MOTION: Approve Resolution No. 2022-14 setting a public hearing date of May 10, 2022, related to a road vacation of portions of Ward Avenue NE and NE Ewing Street.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: A petition to vacate portions of Ward Avenue NE and NE Ewing Street was received by the City on March 14, 2022 from petitioners Varily Isaacs and Tracey Artiss. As required by state law, the Public Works Department processed the petition and certifies it to be sufficient.

The purpose of this proposed road vacation is to correct the misalignment of Ward Avenue NE due to significant segments of the existing physical roadway are located outside of the platted right-of-way (see green highlights abutting Ward Avenue NE), as well as significant segments of private property are located inside the platted right-of-way (see blue highlights). See also attached Exhibit A to Resolution No. 2022-14.

To correct the roadway misalignment, this proposal includes the blue highlighted area (private) abutting Ward Avenue NE to be swapped with the proposed green highlighted area (public) abutting NE Ewing Street.

The Director of Public Works has accepted the appraisal prepared by George A. Brooks on July 7, 2021. Pursuant to BIMC 12.34.130, the proposed road vacation abutting Ward Avenue NE is associated with a land use action required by the City as a condition to the permit approval; therefore, the owners of the property abutting 5705 Ward Avenue shall not be required to pay compensation for the area to be vacated abutting Ward Avenue NE. The associated land use action is a deck addition and front porch overhang (BLD 23811). The proposed road vacation abutting NE Ewing Street is not associated with a land use action; however, is associated with the proposed swap to correct the misalignment of the roadway. Since this proposal includes a swap and associated land use action, no additional compensation will be needed prior to the final reading of the proposed road vacation ordinance.

The next required step is to schedule a public hearing. Pursuant to BIMC 12.34.060, the City Council, within 30 days of receipt of the petition, shall by resolution, fix the time and place for a public hearing which time shall not be more than 60 days nor less than 20 days of the adoption of the resolution; therefore, the public hearing date will be May 10, 2022.

Public notices will be mailed and/or posted at least twenty (20) days prior to the public hearing date. Public Works has prepared a staff report which includes comments received to date from outside agencies, utilities, and City departments.

ATTACHMENTS:

Ward Ave NE_NE Ewing Road Vacation Staff Report.docx

Resolution No. 2022-14 Setting Public Hearing for Ward Ave NE NE Ewing Road Vacation.docx

Resolution No. 2022-14 EXHIBIT A 20220330.docx

Ward Ave NE_NE Ewing Comments.pdf

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

CITY OF
BAINBRIDGE ISLAND

Public Works Department Memorandum

Date: March 30,2022

To: City Council

From: Chris Wierzbicki, Public Works Director

Subject: Ward Avenue NE & NE Ewing Road Vacation Staff Report

---

Background

The City of Bainbridge Island received a petition to vacate and rededicate portions of Ward Avenue NE and NE Ewing Street on March 14, 2022. City staff has verified the petition to be sufficient and to move forward with a resolution to set a public hearing date.

The purpose of this proposed road vacation is to correct the misalignment of Ward Avenue NE due to significant segments of the existing physical roadway are located outside of the platted right-of-way.

Proposed Resolution No. 2022-14 is pending approval at the April 12, 2022 City Council Business meeting setting a public hearing date of May 10, 2022.

The following tax parcels abut the proposed vacation areas: 352502-2-022-2004, 4165-004-001-0103 and 4165-004-003-0002. See Exhibit A to Resolution No. 2022-14 depicting the proposed right-of-way vacation area and rededication.

BIMC 12.34.080

Resolution No. 2022-14 pending approval at the April 12, 2022, Business Meeting, sets a public hearing date of May 10, 2022 for the proposed Ward Avenue NE & NE Ewing Road Vacation. Upon approval of Resolution No. 2022-14, City staff will publish a written notice in the city's official newspaper of record, placed signage at each end of the area to be vacated, and mail written notices to all petitioners and all owners of property abutting the street or alley to be vacated 20 days prior to the public hearing date.

Easements

The proposed road vacation ordinance contains a provision retaining or requiring conveyance

of easements for construction, repair, and maintenance of existing and future utilizes and services.

Appraisal:
The Director of Public Works has accepted the appraisal prepared by George A. Brooks dated July 7, 2021. Pursuant to BIMC 12.34.130, the proposed road vacation abutting Ward Avenue NE is associated with a land use action required by the City as a condition to the permit approval; therefore, the owners of the property abutting 5705 Ward Avenue shall not be required to pay compensation for the area to be vacated abutting Ward Avenue NE. The proposed road vacation abutting NE Ewing Street is associated with the proposed land swap to correct the misalignment of the roadway; therefore, no compensation will be required for this proposed road vacation.

Flagging:
The Applicant's surveyor has flagged the proposed road vacation area on site.

BIMC 12.34.110 – City Council decision - Criteria:
Following the public hearing and receipt of the staff report, the City Council shall determine whether to vacate the street or alley and forward the proposed road vacation ordinance for a second and final reading to a future business meeting. The determination shall include, but not be limited to, consideration of the following criteria:

A. Whether a change of use or vacation of the street or alley will better serve the public
   The proposed road vacation/dedication will better serve the public as it is a correction measure to realign the right-of-way for Ward Avenue NE and NE Ewing Street.

B. Whether the street or alley is no longer required for public use or public access
   The platted right-of-way is not required for public use as it is currently mapped on private property, i.e., the abutting property owner's front yard.

C. Whether the substitution of a new and different public way would be more useful to the public
   The proposed road vacation will better serve the public as it is a corrective measure to realign Ward Avenue NE so that the platted and physical roadway is the same.

D. Whether conditions may so change in the future as to provide a greater use or need than presently exists
   This proposal will provide a greater use than presently exists as it's a corrective measure for the roads proper location physically as well as mapped for both private and public property. Once corrected, future design improvements will have accurate records to work with.

E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the public

The petitioners have spoken with neighbors as well as sent out comment letters to various agencies and utilities and have not received any objections. To date, no objections have been received and most agree that corrective measures are needed for the purposes of maintaining accurate records.

If the city council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the city council deems necessary and proper to preserve any desired public use or benefit. The ordinance may contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future utilities and services.

Public, Utility, Agency & Departmental Comments:
Comments regarding the proposed right-of-way vacation were solicited and received from other agencies, utility companies and city departments. The Public Works Department received the following comments to date; see attached comment excerpts.

Planning and Community Development Department:
Planning has no objections as there would be no structures that would become nonconforming as a result of the realignment.

Police Department:
No impacts to police services as a result of proposed changes.

Bainbridge Island Metropolitan Park & Recreation District (BIMPRD):
The Park District sees no concerns with proposed swap and realignment.

Comcast:
Comcast has overhead plant on Puget Sound Energy's poles in area to be vacated; a maintenance easement will need to be retained.

Kitsap County Health Department - Water
The proposed road vacation abutting properties are served by private wells.

Century Link:
Century Link has no objections to the proposed road vacation as long as a maintenance easement remains in place with the stipulation that if Century Link facilities are damaged, the applicant will bear the cost of relocation and/or repair of said facilities.

Public Works Staff Recommendation:
Public Works has no objections to this proposed road vacation and recommends approval to correct the road misalignment as it currently exists.

RESOLUTION NO. 2022-14

A RESOLUTION of the City of Bainbridge Island, Washington, fixing a date for a public hearing to consider vacating portions of Ward Avenue NE and NE Ewing Street.

WHEREAS, the City has received a petition to vacate and rededicate portions of Ward Avenue NE and NE Ewing Street from Varily Isaacs and Tracey Artiss, owners of Property Tax Lot Nos. 352502-2-022-2004, 4165-004-001-0103 and 4165-004-003-0002, adjacent to the subject portions of Ward Avenue NE and NE Ewing Steet, pursuant to Chapter 12.34 of the Bainbridge Island Municipal Code ("BIMC"); and

WHEREAS, in accordance with BIMC 12.34.060, the Director of Public Works has found that the petition has been signed by more than two-thirds of the owners of the parcels abutting the portion of the street proposed to be vacated and brings the petition to the City Council to set a date for a public hearing on the proposed vacation.

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

Section 1. The petition meets the sufficiency requirements of RCW 35A.01.040.

Section 2. Pursuant to BIMC 12.34.060, the date and time of **May 10, 2022**, at 6:00 PM, or as soon thereafter as the matter may be heard, is hereby established as the date on which the Bainbridge Island City Council will hold a public hearing to consider the proposed vacation and rededication of portions of Ward Avenue NE and NE Ewing Street, portion of, depicted on the attached drawing (Exhibit A). The hearing will be held as part of the regular City Council meeting at Bainbridge Island City Hall, in the Council Chambers, located at 280 Madison Avenue North, Bainbridge Island, Washington.

Section 3. Pursuant to RCW 35.79.020 and BIMC 12.34.080, the City Clerk, or the Director of Public Works acting under the direction and supervision of the City Clerk, is hereby directed to give at least 20 days' notice of the date, time, location, and purpose of the public hearing by: (a) publishing written notice once in the City's official newspaper; (b) posting a placard in a conspicuous place at each end of the street sought to be vacated; (c) mailing written notice to all petitioners at the addresses on the petition and all owners of property abutting the street proposed to be vacated, as shown on the records of the Kitsap County Assessor; and (d) posting written notice in three prominent public places throughout the City.

PASSED by the City Council this _____ day of April, 2022.

APPROVED by the Mayor this _____ day of April, 2022.

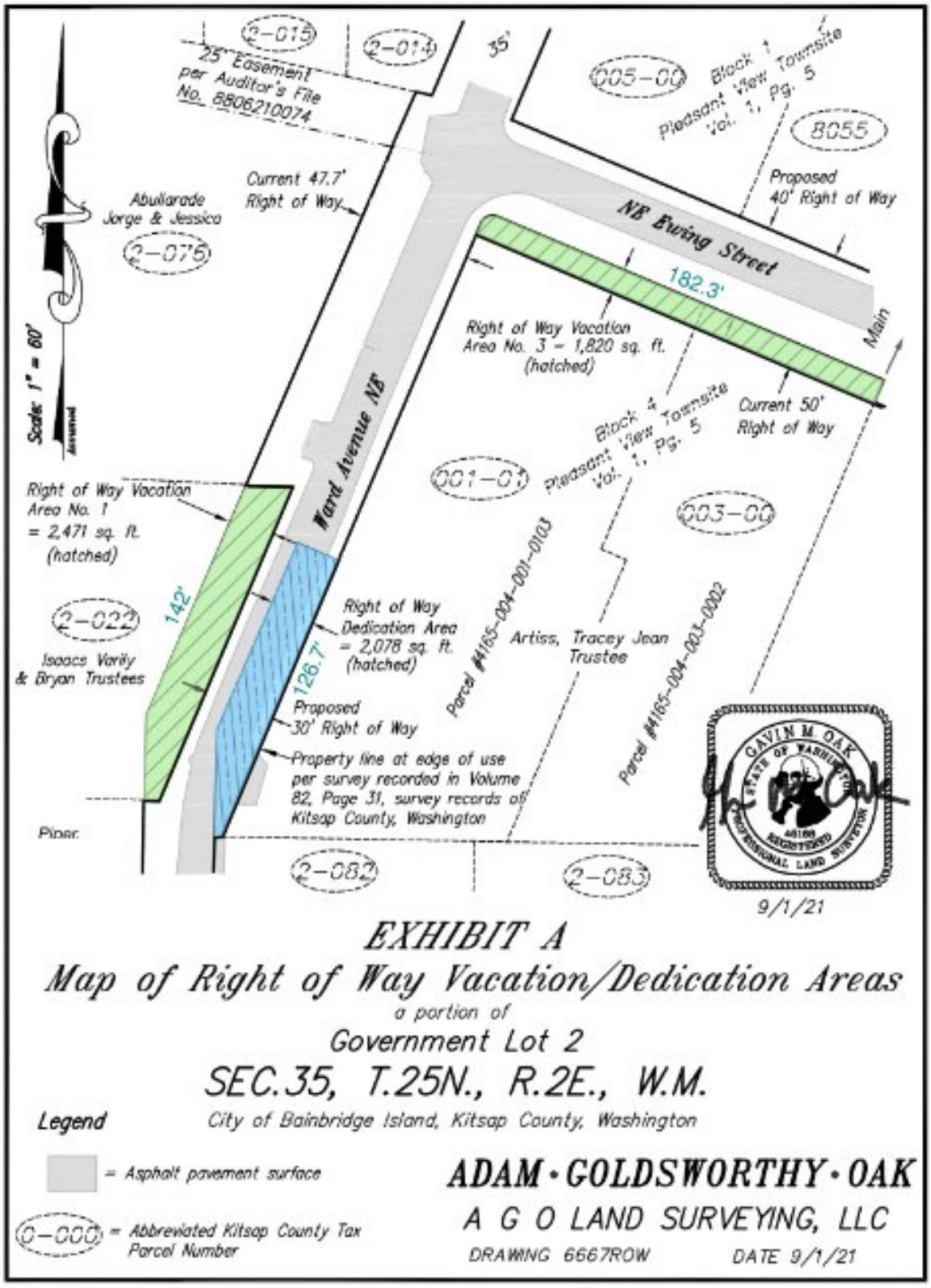
_____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: April 8, 2022
PASSED BY THE CITY COUNCIL: April ___, 2022
RESOLUTION NO. 2022-14

Exhibit A: Map



Proposed Vacated Area

Proposed Dedicated Area

- Application
- Drawings
- Legal Description
- Flagging
- Petition
- Application Fee
- Comment Letters
- Easements

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

To: City Clerk, City of Bainbridge Island

APPLICANT: Varily Isaacs

ADDRESS: Varily Isaacs, 5705 Ward Ave NE, Bainbridge Island, WA

Tracey Jean Artiss, 5700 Ward Ave NE, Bainbridge Island, WA 98110

Cell Phone: Varily Isaacs, 408-332-8928 Fax: N/A

Cell Phone: Tracey Jean Artiss 805-448-9594 Fax: N/A

E-Mail: varilyisaacs@gmail.com E-Mail: artissta@me.com

- ☒ Survey
- ☒ Vicinity Map
- ☒ Plat Map showing area to be vacated & front footages per tax parcel
- ☒ Legal description of area to be vacated
- ☒ Flagging
- ☒ Petition to vacate the rights-of-way
- ☒ Application Fee (Non-Refundable) E-Receipt #699216
- ☒ Utility & Other Agency Comment Letters

6

PARCEL LOCATION: (Give brief description of geographic location)

Subject area is Ward Ave NE and NE Ewing St., located on Bainbridge Island, in the Eagledale neighborhood, on the south side of Eagle Harbor.

Fronting Street: Ward Ave NE & NE Ewing St.

Adjacent or Nearest Street Intersection: Eagle Harbor Drive and Ward Ave NE

Comprehensive Plan Map Designations: Residential - 2
Current Zoning: R-2

Explain basis for request to vacate the City rights-of-way:

The right-of-way in this area was dedicated in 1894 and 1904. The dedicated right-of-way does not match the existing roadway and as a result the right-of-way boundary extends into the front yards of several residences and abuts the historic house at 5705 Ward Ave NE

The owner of parcel number 352502-2-022-2004 (Isaacs) have submitted an application for home improvements and the right-of-way needs to be vacated to meet the setback requirements.

The owner of parcel number 4165-004-001-0103 (Artiss) has a portion of the property encumbered by the existing roadway (Ward Ave.) and another portion of the parcel is encumbered by an unopened portion of Ewing St. the proposal is to exchange the vacated portion of Ewing St. for a dedication of right-of-way to cover the existing road.

List any easement and/or existing utilities either public or private that abut or cross the proposed vacation:

All utilities are located in the right-of-way or in easement agreement areas (records of Kitsap County).

EXPLANATIONS RELATING TO BIMC 12.34.110:

Explain whether a change of use or vacation of the street or alley will better serve the public:

This proposed road vacation/dedication would better serve the public as it is a corrective measure to realign the right-of-way with the existing roadway for Ward Ave NE and NE Ewing St.

Explain whether the street or alley is no longer required for public use or public access:

The platted right-of-way will not be required for public use; it is currently being used for private purposes, it is the Isaacs' and Artiss' yards.

Explain whether the substitution of a new and different public way would be more useful to the Public:

This proposed road vacation/dedication would better serve the public as it is a corrective measure to realign Ward Ave NE; The proposed partial Ward Ave NE realignment will create a consistent 30' width on Ward Ave NE rather than the current varying widths.

Describe whether conditions may so change in the future as to provide a greater use or need than presenty exists:

The proposed road vacation/dedication will provide a greater use than presently exists as it's a corrective measure for the road's proper location on the ground, as well as mapping, for both private and public property. Once corrected, any future design improvements will have accurate data records to utilize.

Discuss whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public:

The petitioners have spoken with the neighbors as well as sent out requests for comments to other government agencies regarding the proposed road vacation/dedication and have not heard of any objections; in fact, contacted parties agree that the corrective measures are needed for accuracy purposes.

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

Varily and Bryan Isaacs
5705 Ward Ave NE
Bainbridge Island, WA 98110

Tracey Jean Artiss
5700 Ward Ave NE
Bainbridge Island, WA 98110

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

Name: Varily Isaacs

Mailing Address: 136 Magneson Terrace

City: Los Gatos State: CA Zip: 95032

Phone: 408-332-8928 Fax: N/A

Cell Phone: 408-332-8928 E-Mail: varilyisaacs@gmail.com

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

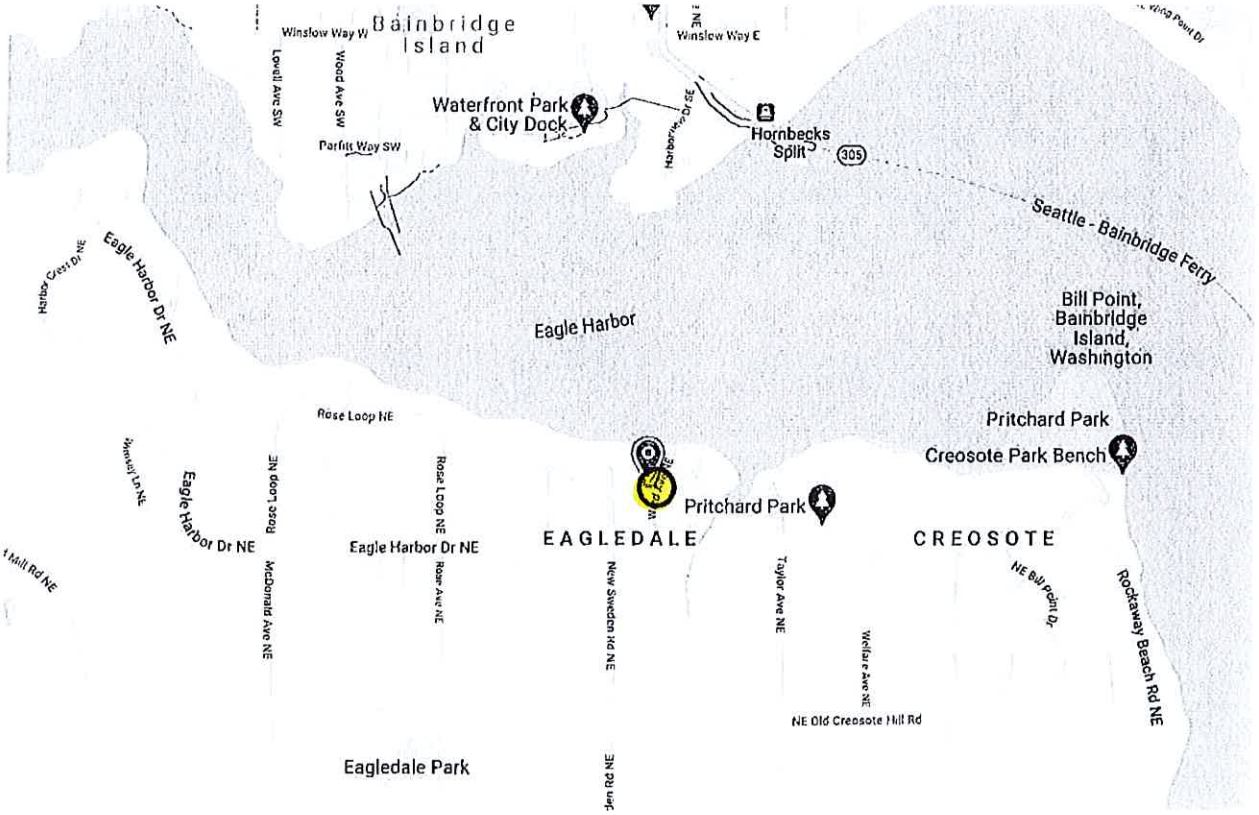
Varily Isaacs
Signature of Applicant

March 14, 2022
Date

VARILY ISAACS
Printed Name of Applicant

Drawings

Vicinity Map



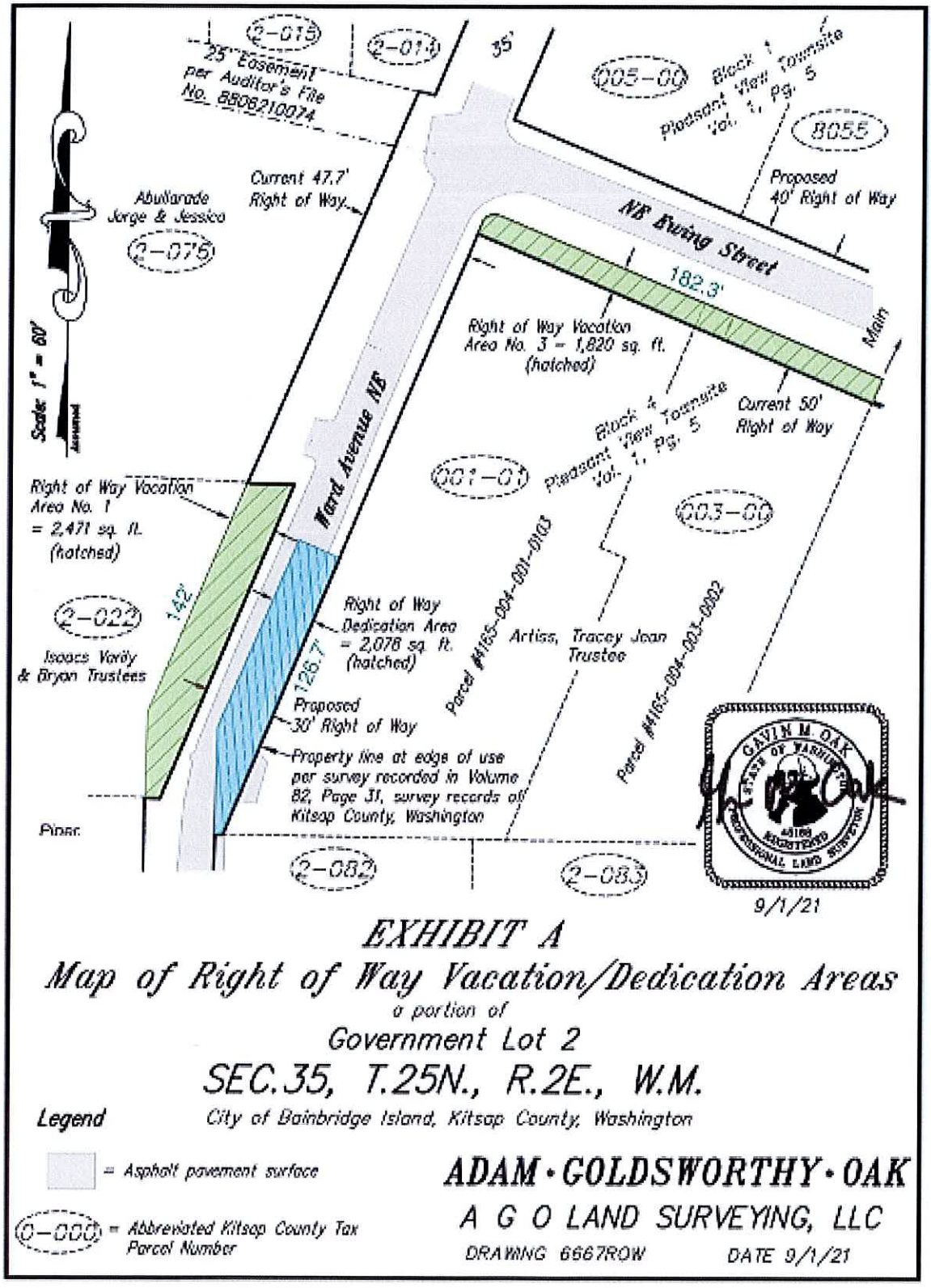


EXHIBIT A

Map of Right of Way Vacation/Dedication Areas

a portion of

Government Lot 2

SEC. 35, T. 25N., R. 2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Legend

= Asphalt pavement surface

0-000 = Abbreviated Kitsap County Tax Parcel Number

ADAM · GOLDSWORTHY · OAK

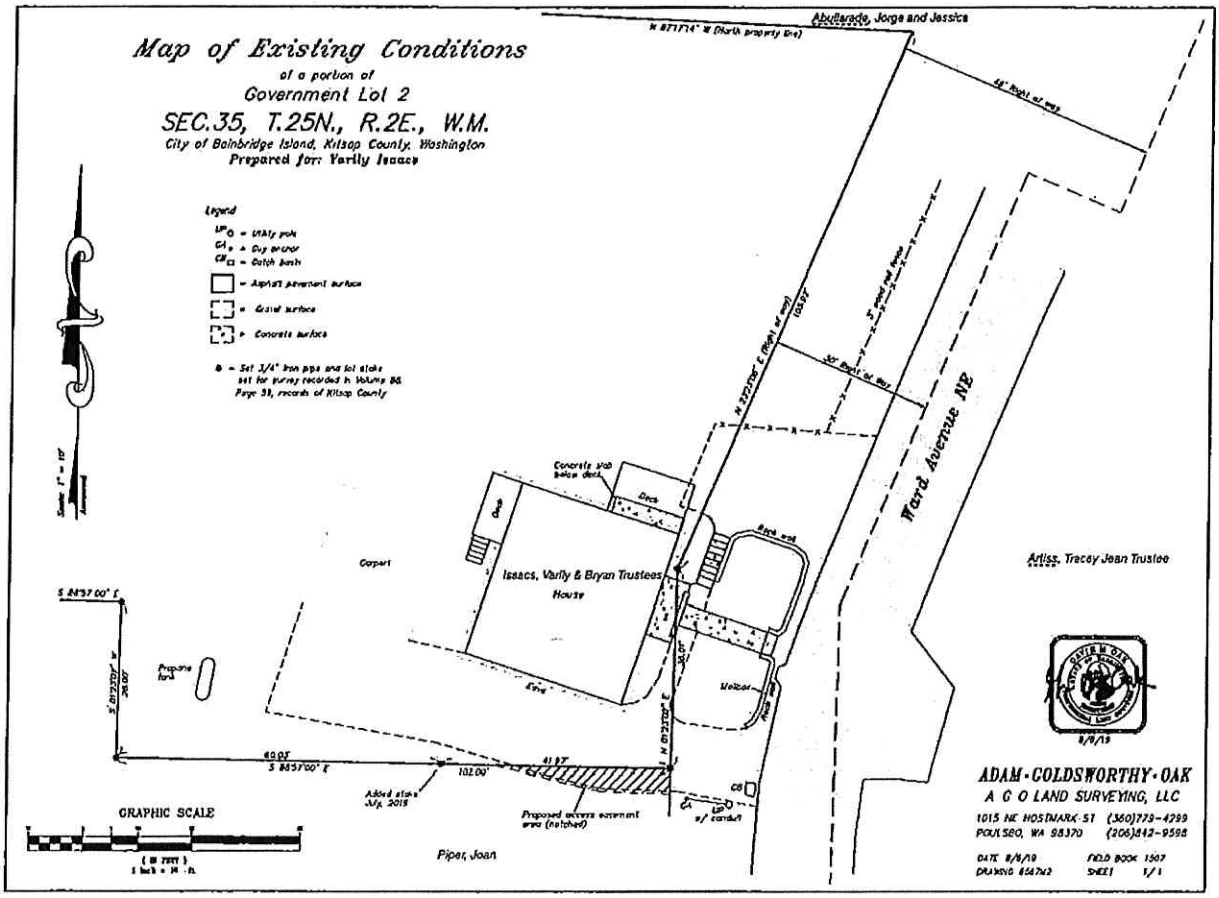
A G O LAND SURVEYING, LLC

DRAWING 6667ROW DATE 9/1/21

Proposed Vacated Area

Proposed Dedicated Area

Map of Existing Conditions,



Legal Description

ADAM • GOLDSWORTHY • OAK
A G O Land Surveying, LLC

1015 NE Hostmark Street, Suite 103
Poulsbo, WA 98370
360.779.4299 206.842.9598
WWW.AGOLS.COM

Date: March 28, 2022
Job Name: Isaacs/Artiss
Job No.: 18-6667

LEGAL DESCRIPTIONS OF RIGHT OF WAY VACATION & DEDICATION AREAS

DESCRIPTION OF RIGHT OF WAY VACATION AREA NO. 1 (Isaacs)

That portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Commencing at a Standard County Reference Monument at the West quarter corner of said Section 35 from which a 1/2" iron pipe at East quarter corner of said Section 35 bears South 88°57'00" East 5272.78 feet;
Thence along the East-West centerline of said Section 35, South 88°57'00" East 1604.18 feet to the extension of the Westerly right of way line for Ward Avenue NE;
Thence leaving said centerline along said Westerly right of way line, North 01°23'02" East 327.23 feet to a 3/4" iron pipe set by A G O Land Surveying marking the Southeast corner of the parcel surveyed for Varily Isaacs, recorded in Volume 88 of surveys, Page 59, records of Kitsap County and the True Point of Beginning;
Thence continuing along said Westerly right of way line, North 01°23'02" East 36.00 feet to a 3/4" iron pipe set by A G O Land Surveying marking an angle point in the East line of said surveyed parcel;
Thence continuing along said Westerly right of way line, North 23°23'02" East 105.92 feet to a 3/4" iron pipe set by A G O Land Surveying marking the Northeast corner of said surveyed parcel;
Thence along the extension of the North line of said surveyed parcel, South 87°17'14" East 19.67 feet;
Thence leaving said extension of North line, South 22°58'30" West 143.81 feet;
Thence North 88°57'00" West 6.42 feet to the True Point of Beginning.

(Containing 2,471 sq. ft.)

Job Name: Isaacs/Artiss
Job No.: 18-6667

Legal descriptions of right of way vacation & dedication areas continued:

DESCRIPTION OF RIGHT OF WAY VACATION AREA NO. 3 FOR TRACEY ARTISS

That portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Commencing at a Standard County Reference Monument at the West quarter corner of said Section 35 from which a 1/2" iron pipe at East quarter corner of said Section 35 bears South 88°57'00" East 5272.78 feet;
Thence along the East-West centerline of said Section 35, South 88°57'00" East 1634.18 feet to the extension of the Easterly right of way line for Ward Avenue NE;
Thence leaving said centerline along said Easterly right of way line, North 01°23'02" East 357.23 feet;
Thence continuing along said Easterly right of way line, North 23°23'02" East 86.14 feet;
Thence continuing along said Easterly right of way line, South 67°01'30" East 18.55 feet;
Thence continuing along said Easterly right of way line, North 22°58'30" East 150.00 feet to the intersection with the Southerly right of way line for NE Ewing Street and the True Point of Beginning;
Thence along the said Southerly right of way line, South 67°01'30" East 182.50 feet;
Thence leaving said Southerly right of way line, North 22°58'30" East 10.00 feet;
Thence North 67°01'30" West 177.50 feet;
Thence Southwesterly on a 5.00 foot radius curve to the left, the center of which bears South 22°58'30" West, through a central angle of 90°00'00", an arc distance of 7.85 feet to said Easterly right of way line;
Thence along said Easterly right of way line, South 22°58'30" West 5.00 feet to the True Point of Beginning.

(Containing 1,820 sq. ft.)

Job Name: Isaacs/Artiss
Job No.: 18-6667

Legal descriptions of right of way vacation & dedication areas continued:

DESCRIPTION OF RIGHT OF WAY DEDICATION AREA

That portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Commencing at a Standard County Reference Monument at the West quarter corner of said Section 25 from which a 1/2" iron pipe at East quarter corner of said Section 35 bears South 88°57'00" East 5272.78 feet;
Thence along the East-West centerline of said Section 35, South 88°57'00" East 1634.18 feet to the extension of the Easterly right of way line for Ward Avenue NE;
Thence leaving said centerline along said Easterly right of way line, North 01°23'02" East 312.26 feet to the True Point of Beginning;
Thence continuing along said Easterly right of way line, North 01°23'02" East 44.97 feet;
Thence continuing along said Easterly right of way line, North 23°23'02" East 86.14 feet;
Thence continuing along said Easterly right of way line, South 67°01'30" East 18.55 feet;
Thence leaving said Easterly right of way line, South 22°58'30" West 126.89 feet;
Thence North 88°58'36" West 2.82 feet to the True Point of Beginning.

(Containing 2,078 sq. ft.)

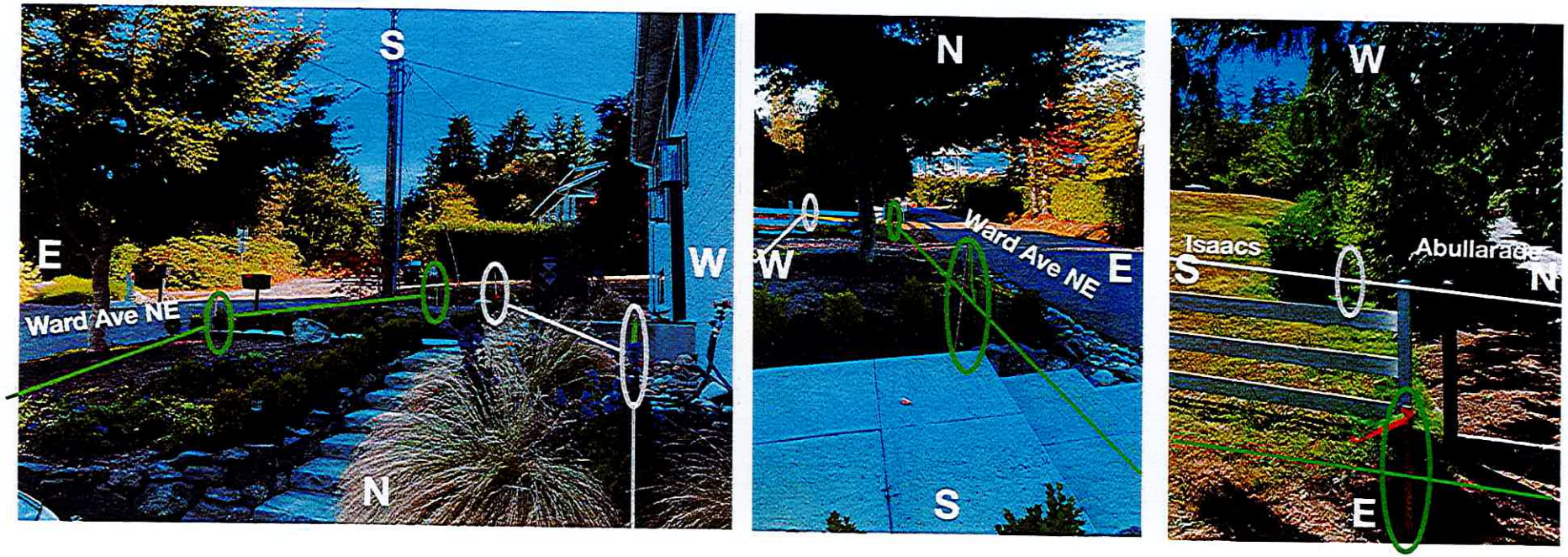


3/28/22

Flagging

ISAACS, 5705 WARD AVE NE

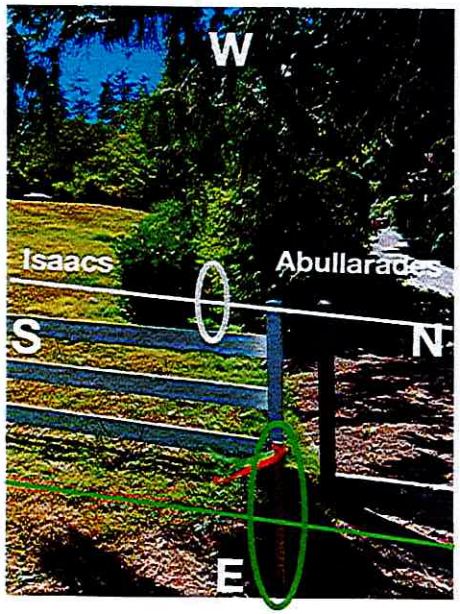
Proposed Vacation Area



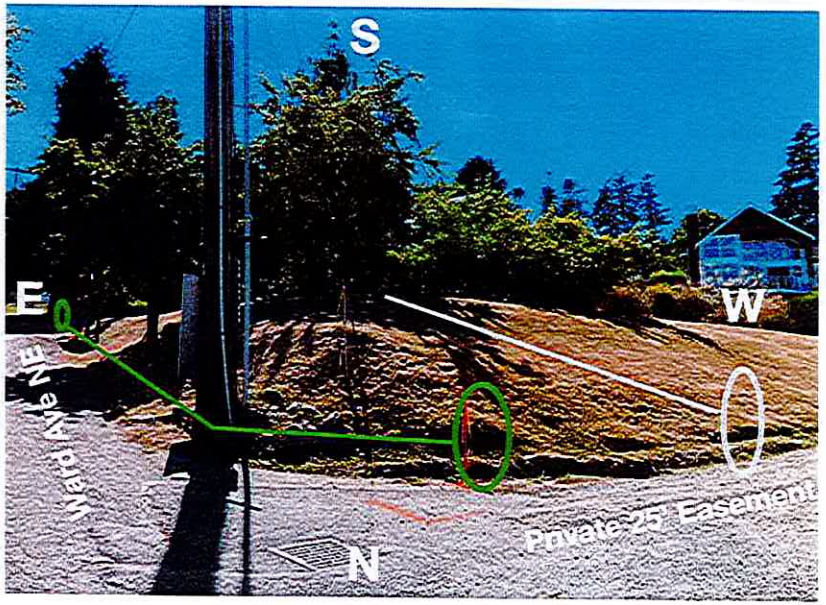
Existing property line

Proposed new property line

ABULLARADE, 5711 WARD AVE NE
Proposed Vacation Area



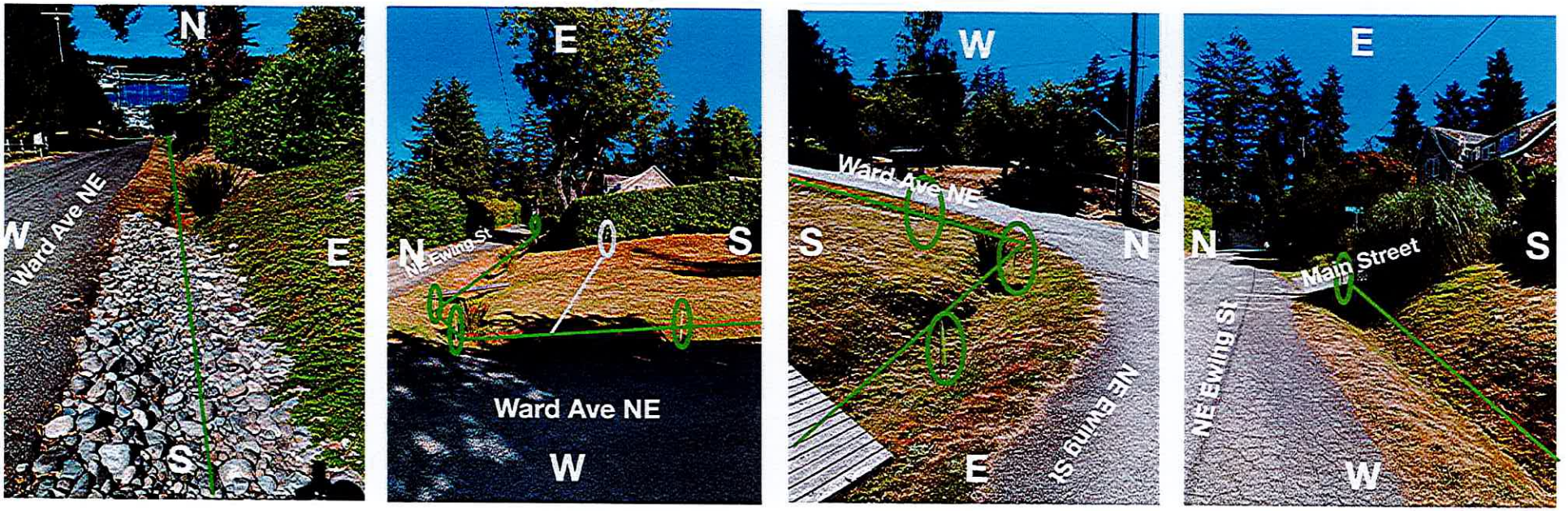




Existing property line

Proposed new property line

ARTISS, 5700 WARD AVE NE
Proposed Vacation Area



Existing property line

Proposed new property line

Petition

CITY OF BAINBRIDGE ISLAND
A PETITION FOR RIGHTS-OF-WAY VACATION

Honorable Mayor and City Council:

We, the undersigned, being legal and registered owners of the property abutting upon the street or alley described below, do hereby petition your honorable body to vacate said street or alley: Street Name: Ward Ave NE & NE Ewing Street. The legal description is attached.

#	DATE	OWNER'S NAME	OWNER'S SIGNATURE	ADDRESS	TELEPHONE	TAX ASSESSOR'S PARCEL NUMBER
1.	3.14.2022	VARILY ISAACS	Varily Isaacs	5705 Ward Ave NE	408-352-8978	352502-2-022 2004
2.	3.16.2022	TRACEY ARTISS	Tracey Artiss	5700 Ward Ave NE	805-448-9594	4165.004.001.0103
3.	3-23-22	TRACEY ARTISS	Tracey Artiss	10115 NE EWING ST	8054489594	4165-004-003-0002

Attach additional petition sheets if necessary.

This petition was filed on ~~3-16-2022~~ 3-23-2022 th. The application fee receipt number is #699216.

—WARNING—

Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs a petition seeking election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. (RCW 35A.01.040)

As set forth in Bainbridge Island Municipal Chamber 12.34, the owners of abutting property who receive the vacated portion of right-of-way may be required to compensate the City for the vacated property.

CITY OF
BAINBRIDGE ISLAND

City of Bainbridge Island - Department of Public Works

Certificate of Sufficiency of Petition

Vacation of Ward Avenue NE & NE Ewing Streeet, portions of

Tax Lot Number	Ownership of Record	Front Footage	Petition Signed ?	% Signing
352502-2-022-2004	Isaacs, Varily & Bryan Trustees	142	Yes	43.79%
4165-004-003-0002 4165-004-001-0103	Artiss, Tracy Jean Trustee	182.30	Yes	56.21%
	Totals:	324.30		100.00%
	Total Required for Sufficiency: (RCW 35A.01.040)		Difference	66.67% 33.33%

I certify to the best of my knowledge that this petition is sufficient.

Chris Wierzbicki, PW Director

3.30.22
Date

280 Madison Avenue N., Bainbridge Island, WA 98110 - 206.842.2016 - pwadmin@bainbridgewa.gov

ROAD VACATION APPLICATION FEE

699216 RECPT#: RECEIPT N
CITY OF BAINBRIDGE I
280 MADISON AVE N
BAINBRIDGE ISLAND WA 98110
DATE: 07/15/21 TIME: 12:00
CLERK: bhuish
CUSTOMER#:
CUSTOMER NAME
0
AMOUNT PAID: ROAD VACATIO
PAID BY: RDVACA
STREET VACATI 250.00
PAYMENT SUMMARY RECEIPT
CITY OF BAINBRIDGE ISLAND
280 MADISON AVE N
BAINBRIDGE ISLAND WA 98110
DATE: 07/15/21 CUSTOMER#: 000000000
TIME: 12:01
CLERK: bhuish
RECPT#: 699216 PREV BAL:
TP/YR: MS/2021 AMT PAID: 250.00
BILL: ADJSTMNT:
EFF DT: 07/15/21 BAL DUE:
MISCELLANEOUS PAYMENT

----------TOTALS----------
PRINCIPAL PAID: 250.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00
AMT TENDERED: 250.00
AMT APPLIED: 250.00
CHANGE: .00
PAID BY: VARILY ISAACS
PAYMENT METH: CHECK
PAYMENT REF: 1134

This email was sent by an automated system. Please do not reply directly.

Comment Letters

Attn: Tracey Atiss
Regarding Vacation of right of way @, 5700 Ward AVE Bainbridge Island, WA 98110

After review of the address above Comcast has overhead plant on PSE poles in the area to be vacated.
Please let me know if there are any other issues
Thank you

Please let me know if you need anything else,

Thank you

Jim LeCompte

Construction Specialist

Comcast

1225 Sylvan Way

Bremerton WA 98310

O - 253-896-5688

C - 360 340-1288

6/16/2021

CenturyLink

ATTN: Tracy Artiss

Property Owners:
Isaacs Varily and Bryan Trustees
5705 Ward Ave NE
Bainbridge Island, WA. 98110

Artiss Tracey Jean Trustee
5700 Ward Ave NE
Bainbridge Island, WA 98110

No Reservations/No Objection

SUBJECT: Proposed partial Right of Way vacation affecting a portion of parcels 4165-004-001-0103 and 352502-2-022-2004 located in Section 35, Township 25 North, Range 2 East, Kitsap County, State of Washington.
APN: 352502-2-022-2004 & 4165-004-001-0103

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely yours,

Don Twiggs
Network Infrastructure Services
CenturyLink
P837264

Joan Haase

From: Heather Wright
Sent: Thursday, July 22, 2021 4:48 PM
To: Joan Haase; Joe Clark
Subject: RE: Proposed Road Vacation; Portion of Ward & Ewing; Seeking Comments - See Attached Drawing

Thank you, Joan. I have no objections as there would be no structures that would become nonconforming as a result of the realignment.

HEATHER WRIGHT, AICP
Director of Planning and Community Development
www.bainbridgewa.gov
facebook.com/citybainbridgeisland/
206.780.3754 (office)
206.471-2721 (cell)
CITY OF BAINBRIDGE ISLAND

The Planning and Community Development Department (PCD) counter is now open for general questions Monday – Friday, 8 am to Noon. All permits require an appointment for submittal. If you have questions you want answered virtually, schedule an afternoon appointment.

From: Joan Haase <jhaase@bainbridgewa.gov>
Sent: Monday, July 19, 2021 1:05 PM
To: Joe Clark <jclark@bainbridgewa.gov>; Heather Wright <hwright@bainbridgewa.gov>
Subject: FW: Proposed Road Vacation; Portion of Ward & Ewing; Seeking Comments - See Attached Drawing

Joe/Heather,

Here's another proposed road vacation that we're looking for comments on. This particular road vacation is also a realignment & dedication. The Issacs bought this property on Ward Avenue without realizing that a public right-of-way exists in their front yard (see green abutting Ward). Also, a portion of private property is located within the roadway (see blue abutting Ward). In summary this is a corrective measure, and we'll be "swapping" the green abutting Ward with the green abutting Ewing and correcting Ward to be a 30' width rather than varying widths. The green is the proposed road vacation areas. It's not an exact swap so they will be paying the difference with the square footage value that the Appraiser comes up with.

The Petitions plan to submit here soon, so if I can get reply's from both the Police & Planning, that would be greatly appreciated.

PS – We have one more proposed road vacation here soon out on Port Monroe which is also a corrective measure since the platted roadway and asphalt on the ground are in two different locations. Stay tuned.

Thank-you,

Joan Haase

From: Joe Clark
Sent: Wednesday, July 21, 2021 9:57 AM
To: Joan Haase; Heather Wright
Subject: RE: Proposed Road Vacation; Portion of Ward & Ewing; Seeking Comments - See Attached Drawing

Good morning,

I expect no impacts to police services as a result of the proposed changes.

JOSEPH N CLARK JR, CHIEF OF POLICE
Bainbridge Island Police Department
625 Winslow Way East
Bainbridge Island, WA 98110
www.bainbridgewa.gov
206.842.5211 (Office)
206.780.4686 (Desk)
206.887.8097 (Mobile)

From: Joan Haase <jhaase@bainbridgewa.gov>
Sent: Monday, July 19, 2021 1:05 PM
To: Joe Clark <jclark@bainbridgewa.gov>; Heather Wright <hwright@bainbridgewa.gov>
Subject: FW: Proposed Road Vacation; Portion of Ward & Ewing; Seeking Comments - See Attached Drawing

Joe/Heather,

Here's another proposed road vacation that we're looking for comments on. This particular road vacation is also a realignment & dedication. The Issacs bought this property on Ward Avenue without realizing that a public right-of-way exists in their front yard (see green abutting Ward). Also, a portion of private property is located within the roadway (see blue abutting Ward). In summary this is a corrective measure, and we'll be "swapping" the green abutting Ward with the green abutting Ewing and correcting Ward to be a 30' width rather than varying widths. The green is the proposed road vacation areas. It's not an exact swap so they will be paying the difference with the square footage value that the Appraiser comes up with.

The Petitions plan to submit here soon, so if I can get reply's from both the Police & Planning, that would be greatly appreciated.

PS – We have one more proposed road vacation here soon out on Port Monroe which is also a corrective measure since the platted roadway and asphalt on the ground are in two different locations. Stay tuned.

Thank-you,

CITY OF BAINBRIDGE ISLAND
JOAN HAASE
Admin. Specialist III
www.bainbridgewa.gov
jhaase@bainbridgewa.gov
206.780.3708 (direct) - 206.842.2016 (office)

FW: COBI Proposed Road Vacation - Portions of Ward Ave NE

Rob Grant <rgrant@bainbridgewa.gov> Tue, Aug 17, 2021 at 2:34 PM
To: Varily Isaacs <varilyisaacs@gmail.com>

FYI

From: Perry Barrett <perry@biparks.org>
Sent: Tuesday, August 17, 2021 1:28 PM
To: Joan Haase <jhaase@bainbridgewa.gov>
Cc: Rob Grant <rgrant@bainbridgewa.gov>
Subject: RE: COBI Proposed Road Vacation - Portions of Ward Ave NE

CAUTION: This email originated from outside the City of Bainbridge Island organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Hi Joan,

We do not see a concern with the proposed swap and aligning Ward St. at 30'. Thank you for reaching out to us.

Perry

T. Perry Barrett, AICP

Senior Planner

Bainbridge Island Metro Park & Recreation District

perry@biparks.org

206/565-5658

From: Joan Haase <jhaase@bainbridgewa.gov>

Gmail

COBI Proposed Road Vacation - Ward Ave NE, portion of

Joan Haase <jhaase@bainbridgewa.gov> Mon, Sep 30, 2019 at 9:45 AM
To: Varily Isaacs <varilyisaacs@gmail.com>

Hi Varily,

Please see attached answers from Steve Brown indicating that both 5700 and 5705 water is served by private wells.

Joan

From: Steve Brown <Steve.Brown@kitsappublichealth.org>
Sent: Monday, September 30, 2019 9:04 AM
To: Joan Haase <jhaase@bainbridgewa.gov>
Subject: RE: COBI Proposed Road Vacation - Ward Ave NE, portion of

Hi Joan

5700 Ward Ave is served by a well. See attached site plan.

5705 Ward is also served by a well, See attached site plan.

Steven J. Brown, RS | Environmental Health Specialist

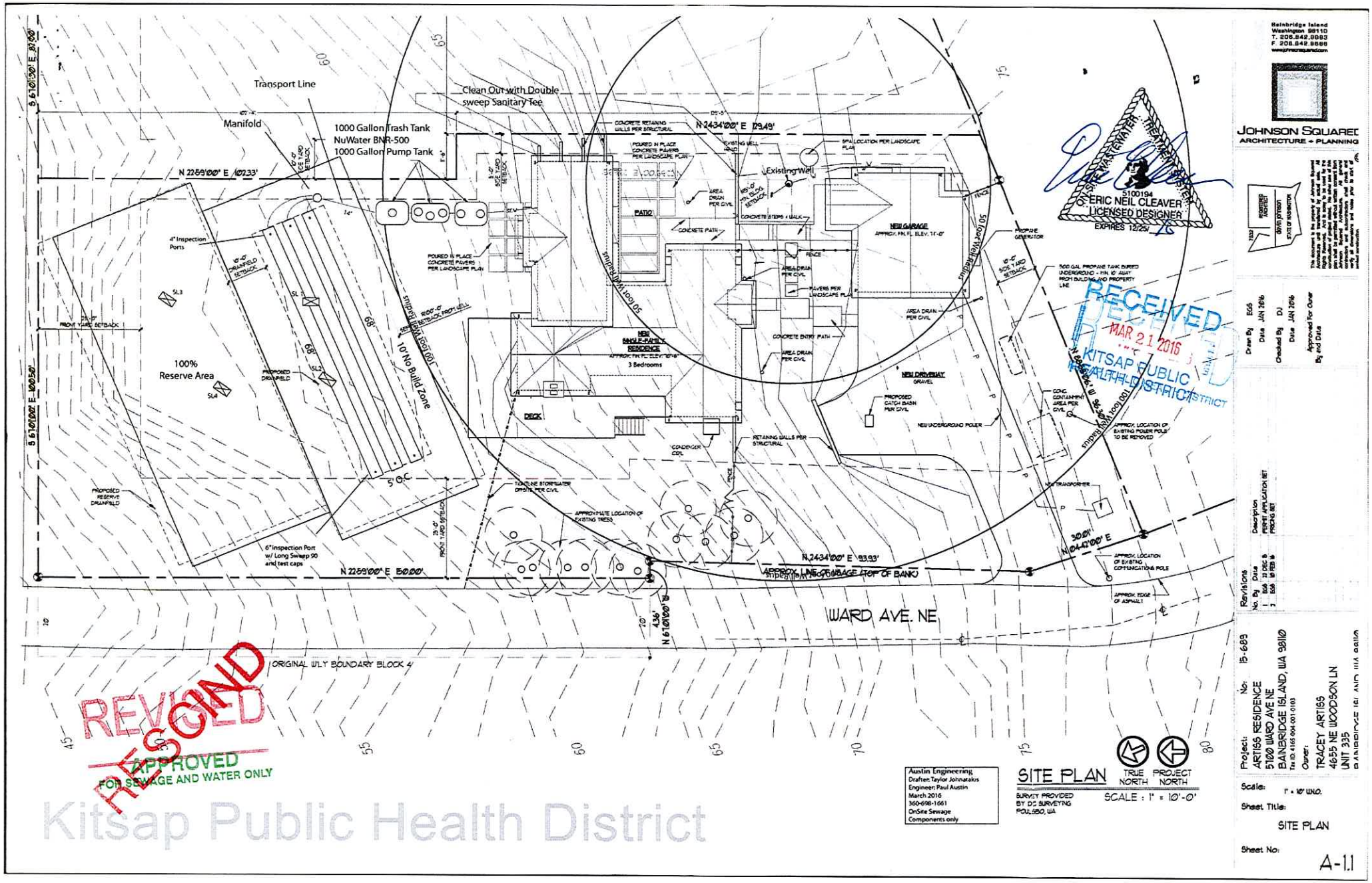
On-Site Sewage & Drinking Water Program

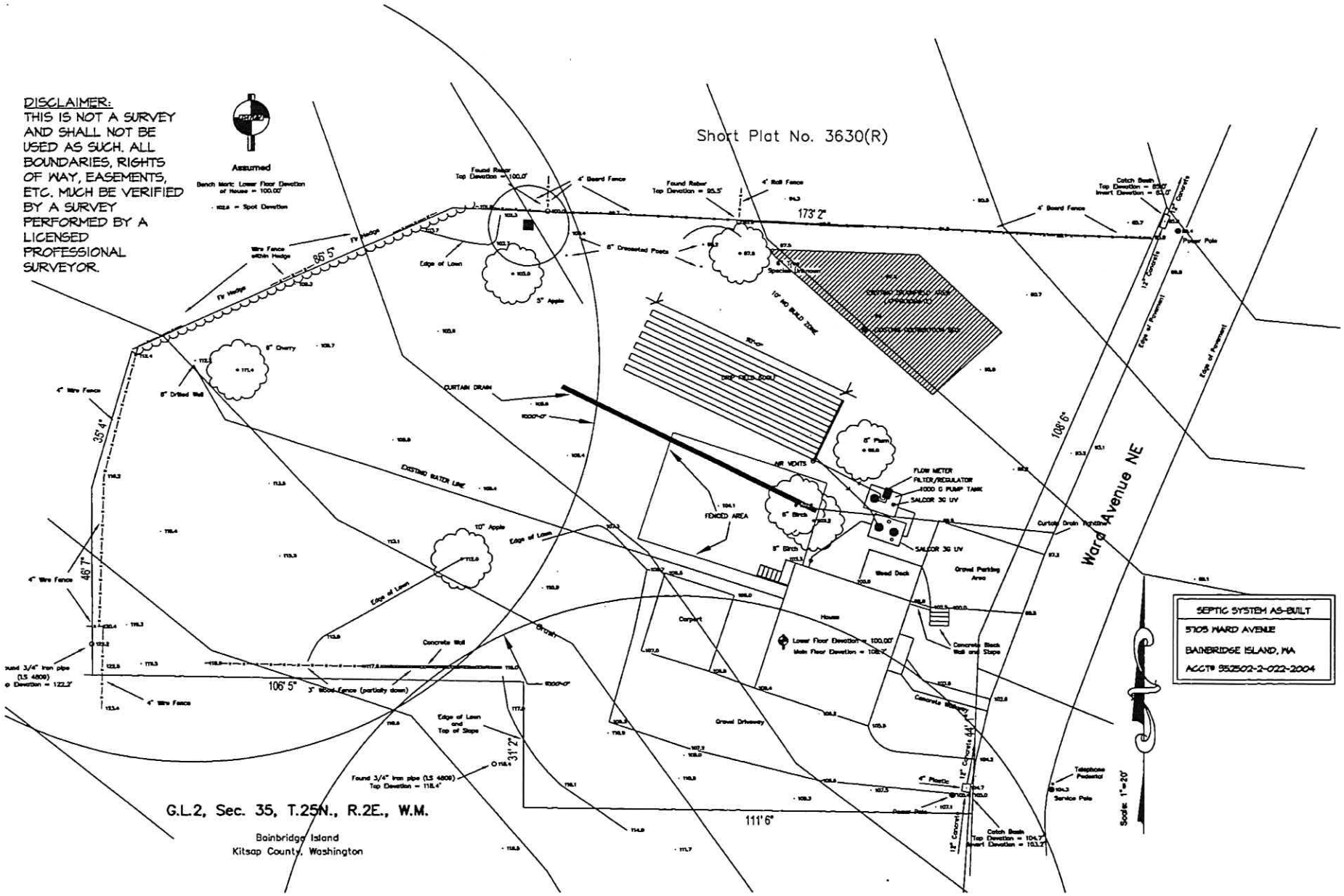
Kitsap Public Health District

345 6th St., Suite 300 | Bremerton, WA 98337

(360) 728-2277 Desk | (360) 728-2235 Main

steve.brown@kitsappublichealth.org | kitsappublichealth.org


Transport Line
Clean Out with Double sweep Sanitary Tee
Manifold
1000 Gallon Trash Tank
NuWater BNR-500
1000 Gallon Pump Tank
N 22°59'00" E 107.33'
N 24°34'00" E 129.49'
Existing Well
PATIO
NEW GARAGE
APPROX. FIN. FL. ELEV. 14'-0"
NEW SINGLE FAMILY RESIDENCE
APPROX. FIN. FL. ELEV. 10'-8"
3 Bedrooms
NEW DRIVEWAY
GRAVEL
DECK
100% Reserve Area
4" Inspection Ports
PROPOSED DRAINFIELD
10' No Build Zone
6" Inspection Port w/ Long Sweep 90 and test caps
5' O.C.
68'
N 22°59'00" E 150.00'
N 24°34'00" E 93.93'
APPROX. LINE OF SEWAGE (TOP OF BANK)
WARD AVE. NE
ORIGINAL WLY BOUNDARY BLOCK 4
S 61°01'00" E 200.00'
S 61°01'00" E 100.50'
N 61°01'00" W 436'
PROPANE GENERATOR
500 GAL PROPANE TANK BURIED UNDERGROUND - MIN. 10' AWAY FROM BUILDING AND PROPERTY LINE
CONC. CONTAINMENT AREA PER CIVIL
NEW TRANSFORMER
NEW UNDERGROUND POWER
APPROX. LOCATION OF EXISTING POWER POLE TO BE REMOVED
APPROX. LOCATION OF EXISTING COMMUNICATIONS POLE
APPROX. EDGE OF ASPHALT
N 61°01'00" W 96.26'
30.01'
N 64°43'00" E
RECEIVED
MAR 21 2016
KITSAP PUBLIC HEALTH DISTRICT
REVISED
APPROVED
FOR SEWAGE AND WATER ONLY
Kitsap Public Health District
SEWAGE TREATMENT SYSTEM
5100194
ERIC NEIL CLEAVER
LICENSED DESIGNER
EXPIRES 12/25/
Austin Engineering
Drafter: Taylor Johnatakis
Engineer: Paul Austin
March 2016
360-698-1661
OnSite Sewage
Components only
SITE PLAN
SURVEY PROVIDED BY DC SURVEYING POULSBO, WA
TRUE NORTH
PROJECT NORTH
SCALE : 1" = 10'-0"
Bainbridge Island
Washington 98110
T. 206.842.9993
F. 206.842.9886
JOHNSON SQUARE
ARCHITECTURE + PLANNING
Drawn By EGS Date JAN 2016
Checked By DJ Date JAN 2016
Approved For Owner By and Date
Revisions
No. By Date Description
1 EGS 22 DEC 15 PERMIT APPLICATION SET
2 EGS 18 FEB 16 PRICING SET
Project No: 15-683
ART65 RESIDENCE
5100 WARD AVE NE
BAINBRIDGE ISLAND, WA 98110
Tax ID: 4165-004-001-0103
Owner:
TRACEY ART65
4655 NE WOODSON LN
UNIT 335
Scale: 1" = 10' UNO.
Sheet Title: SITE PLAN
Sheet No: A-1.1



Kitsap Public Health District

EASEMENTS

PIPER JOAN 201907310124
Easement Rec Fee: $110.50
07/31/2019 10:44:18 AM Page 1 of 8
Paul Andrews, Kitsap County Auditor

After recording, return to:
Piper M. Thornburgh
Piper Thornburgh Law PLLC
182 Ericksen Avenue NE
Bainbridge Island, WA 98110

Unofficial Copy

EASEMENT AGREEMENT

Grantor: Joan Piper, a married woman, as her separate property

Grantees: Varily Isaacs and Bryan Isaacs, as Co-Trustees of the Isaacs Family Trust dated June 14, 2017

Abbreviated Legal Descriptions: PORTION GOV'T LOT 2 SEC 35 TWP25 N RGE 2E
(full legal descriptions on Exhibits A and B)

Assessor's Tax Parcel Numbers: 352502-2-023-2003, 352502-2-022-2004

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 22nd day of June, 2019, by and among Joan Piper, a married woman, as her separate property, ("Piper" or "Grantor") and Varily Isaacs and Bryan Isaacs, Co-Trustees of the Isaacs Family Trust dated June 14, 2017 ("Isaacs Trust" or "Grantee"). Collectively, Piper and Isaacs Trust are referred to herein as the "Owners," and each as "Owner."

RECITALS

A. Grantor is the fee owner of the real property commonly referred to as 5861 Ward Avenue NE, Bainbridge Island, Washington, 98110. The Grantor's property is legally described on attached **Exhibit A**, which is incorporated herein by this reference. The Assessor's Tax Parcel Number for the Grantor's Property is 352502-2-023-2003.

B. Grantee is the fee owner of the real property commonly referred to as 5705 Ward Avenue NE, Bainbridge Island, Washington, 98110. The Grantee's property is legally described

EXCISE TAX EXEMPT JUL 31 2019

on attached **Exhibit B**, which is incorporated herein by this reference. The Assessor's Tax Parcel Number for the Grantee's Property is 352502-2-022-2004.

C. The Grantor and the Grantee have a common boundary, which is the North lot line of the Grantor's property and the South lot line of the Grantee's property. A driveway serving the Grantee's property exists over the common boundary as depicted in the attached *Map of Easement* attached on **Exhibit C**, which is incorporated herein by this reference and described on *Description of Access Easement Area* on **Exhibit D**, which is incorporated herein by this reference.

D. Grantee desires an easement over the Grantor's property for that portion of the driveway serving the Isaacs Trust property, as depicted Exhibit C and described in Exhibit D, so that the existing driveway may continue to be used providing ingress and egress to the Isaacs Trust property.

E. Grantor and Grantee wish to enter into an agreement to provide for Grantee's continued use and maintenance of the existing driveway over Grantor's property as depicted Exhibit C and described in Exhibit D that provides access to the Grantee's property.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement by this reference, and in further consideration of the promises and representations contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Owners agree as follows:

AGREEMENT

It is therefore agreed as follows:

1. Grant of Easement. Grantor hereby grants a non-exclusive, perpetual easement across, along, and over the existing driveway to Grantee for the benefit of the Grantee to use for the purpose of ingress and egress.
2. Maintenance. Grantee shall maintain and repair, if necessary, the portion of the driveway contained within the Easement Area as depicted on Exhibit C and described on Exhibit D.
3. Indemnification. Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all liabilities, losses, damages, expenses, actions, claims, and causes of action, including reasonable attorney's fees and costs, arising out of or related to the use of the Easement Area by their lessees, licensees, invitees, guests, employees, agents, representatives, and contractors.
4. Successor Interests. The easement granted herein, and the rights and obligations set forth herein, shall run with the land, and shall be binding upon and inure to the benefit of the Owners and their heirs, successors, beneficiaries, personal representatives, trustees, and assigns.

Unofficial Copy

5. Governing Law. This Agreement shall be interpreted and enforced, and the rights, duties, and obligations of the Owners will be determined, according to the laws of the State of Washington.
6. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
7. Entire Agreement. This Agreement constitutes the entire agreement (both final and integrated) of the Owners on these subjects. This Agreement supersedes and replaces all prior agreements, discussions, and representations on these subjects, all of which are merged into, and superseded by, this Agreement. No Owner is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement. There are no other prior or contemporaneous agreements, either written or oral, between the Owners with respect to this subject.
8. Severability. The Owners intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extents will not be impaired. Except as otherwise specifically indicated, all references to this Agreement include any subsequent amendments to this Agreement.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall have the same force and effect as original signatures.
10. General Terms. This Agreement shall be recorded in Kitsap County, Washington, and shall serve as notice to all interested parties. This Agreement may not be modified, interpreted, or amended except by a written agreement, executed and acknowledged by all Owners, and recorded in Kitsap County, Washington.

[Remainder of Page Left Blank Intentionally]

Unofficial Document

Joan Piper

Joan Piper

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me **Joan Piper**, to me known or having satisfactory evidence to be the individual described herein and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 22nd day of June, 2019.

SMRITI DHAKAL
NOTARY PUBLIC #200378
STATE OF WASHINGTON
MY COMMISSION EXPIRES
05-18-22

NOTARY PUBLIC in and for the State of Washington
Residing at: Bainbridge Island
My commission expires: 05/18/2022

Varily Isaacs, Co-Trustee
of the Isaacs Family Trust
dated June 14, 2017

Bryan Isaacs, Co-Trustee
of the Isaacs Family Trust
dated June 14, 2017

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

I certify that I know or have satisfactory evidence that **Varily Isaacs** and **Bryan Isaacs** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the Co-Trustees of the Isaacs Family Trust dated June 14, 2017, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

GIVEN UNDER my hand and official seal this 18 day of July, 2019.

NOTARY PUBLIC in and for the State of Washington
Residing at: Los Gatos, CA
My commission expires: 6/25/22

GIRISH H. PATEL
COMM. #2244490
Notary Public - California
Santa Clara County
My Comm. Expires June 25, 2022

Unofficial Document

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING 287 FEET EAST AND 277 FEET NORTH OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE WEST 202 FEET; THENCE NORTH 50 FEET; THENCE EAST 202 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING;

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 2 , SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE WEST 100 FEET OF THE SOUTH 28 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT LOT 2, 366 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°36'20" E 85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39 FEET; THENCE NORTH 89°36'20 EAST 202 FEET; THENCE NORTH 36 FEET; THENCE NORTH 22° EAST 111.88 FEET; THENCE SOUTH 89°36'20 WEST 193.91 FEET; THENCE SOUTHERWESTERLY TO A POINT WHICH IS 30 FEET NORTH OF THE TRUE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

Unofficial Copy

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

THAT PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

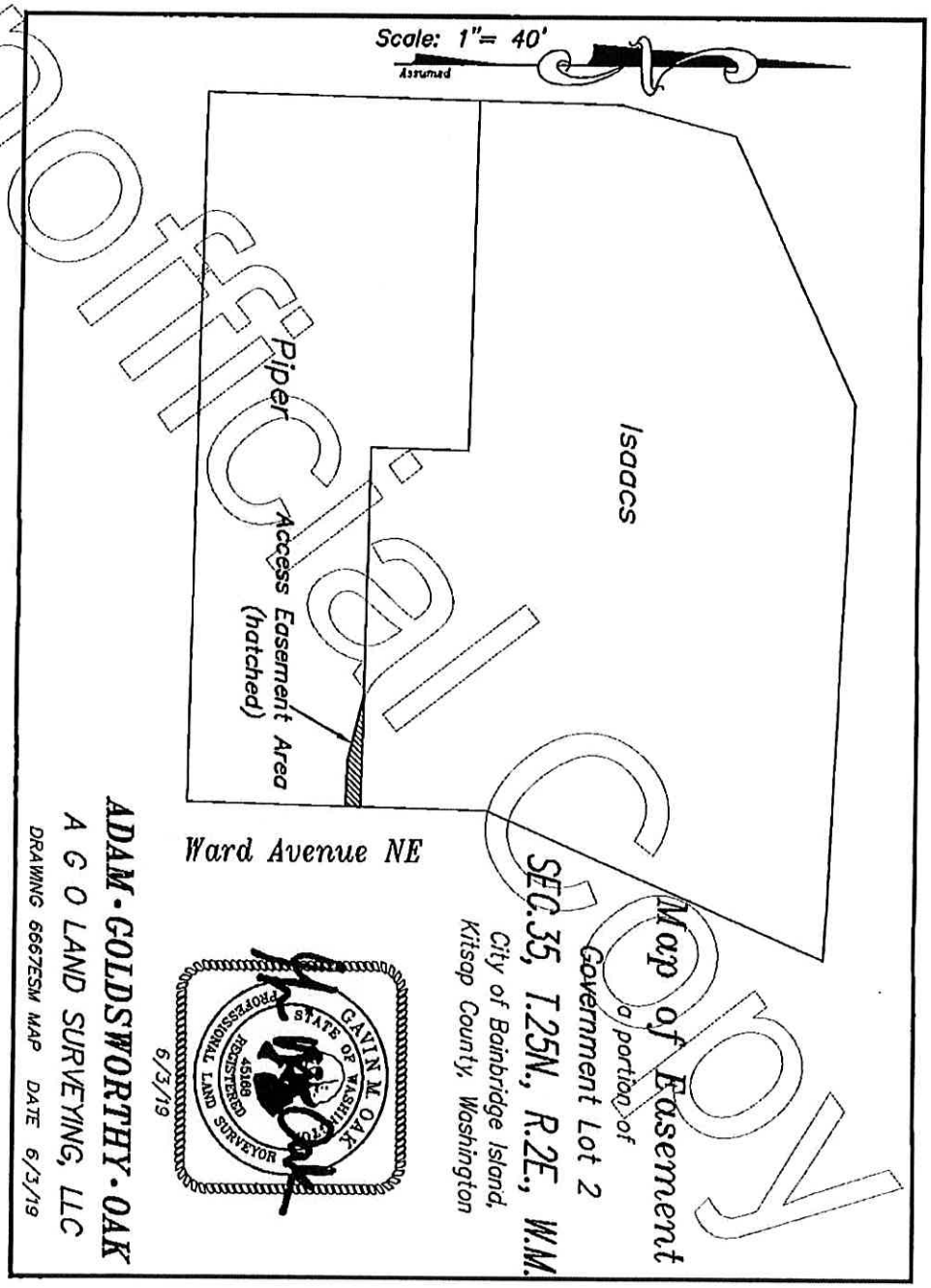
BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT LOT 2, 366 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 THENCE NORTH 89°36'20" EAST 85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39 FEET; THENCE NORTH 89°36'20" EAST 202 FEET;

THENCE NORTH 36 FEET; THENCE NORTH 22° EAST 111.88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3, SHORT SUBDIVISION 3630-R AS RECORDED UNDER AUDITORS FILE NUMBER 8806210074; THENCE ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 87°19'34" WEST 156.29 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 65°04'17" WEST 84.04 FEET; THENCE SOUTH 15°08'29" WEST 33.84; THENCE SOUTH 1°20'42" WEST 30 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 28 FEET OF THE WEST 100 FEET THEREOF;
AND EXCEPT WARD AVE NE.

Unofficial Copy

EXHIBIT C



Unofficial Copy

201907310124 07/31/2019 10:44:18 AM Page 7 of 8

EXHIBIT D

DESCRIPTION OF EASEMENT AREA

DESCRIPTION OF ACCESS EASEMENT AREA

An access easement over, under and across a portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of the parcel surveyed for Varily Isaacs, recorded in Volume 88 of surveys, Page 59, records of Kitsap County;
Thence along the West right of way of Ward Avenue NE, South 01°23'02" West 4.50 feet;
Thence leaving said right of way, North 87°31'45" West 13.00 feet;
Thence North 76°29'17" West 19.36 feet to the South line of said parcel surveyed for Varily Isaacs;
Thence along said South line, South 88°57'00" East 31.93 feet to the point of beginning.



6/3/19

Unofficial COPY

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Dept. / SJW/SRG
3130 South 38th Street
Tacoma, WA 98409

PUGET SOUND ENERGY

EASEMENT

REFERENCE #:
GRANTOR (Owner): **PIPER**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GOV'T LOT 2, SE NW 35-25N-02E**
ASSESSOR'S PROPERTY TAX PARCEL: **352502-2-023-2003**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **JOAN PIPER,** a Single Woman ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.,** a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **KITSAP** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

TEN (10) FOOT WIDE FRONTAGE EASEMENT ALONG THE EASTERLY PROPERTY LINE OF THE ABOVE DESCRIBED REAL PROPERTY, LYING PARALLEL WITH AND ADJACENT TO WARD AVENUE NORTHEAST. Together with Necessary Guys and Anchors.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead Facilities. Poles and other support structures with cross-arms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the

right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 4th day of January, 20 22

OWNERS:

BY: Joan Piper
Joan Piper

EXHIBIT A

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST. W.M. IN KITSAP COUNTY, WASHINGTON. DESCRIBED AS FOLLOWS; BEGINNING 287 FEET EAST AND 277 FEET NORTH OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2, THENCE WEST 202 FEET; THENCE NORTH 50 FEET; THENCE EAST 202 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST. W.M. IN KITSAP COUNTY, WASHINGTON. DESCRIBED AS FOLLOWS; THE WEST 100 FEET OF THE SOUTH 28 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:
BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT LOT 2, 366 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°36'20" E 85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39 FEET; THENCE NORTH 89°36'20" EAST 202 FEET; THENCE NORTH 36 FEET; THENCE NORTH 22° EAST 111.88 FEET; THENCE SOUTH 89°36'20" WEST 193.91 FEET; THENCE SOUTHWESTERLY TO A POINT WHICH IS 30 FEET NORTH OF THE TRUE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED WARD AVENUE NORTHEAST WHICH ATTACHES TO SAID PREMISE BY OPERATION OF LAW.

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Dept. / SJW
3130 South 38th Street
Tacoma, WA 98409

PUGET SOUND ENERGY

EASEMENT

REFERENCE #:
GRANTOR (Owner): **ISAACS FAMILY TRUST, DTD 6/14/2017**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GOV'T LOT 2, SE NW 35-25N-02E**
ASSESSOR'S PROPERTY TAX PARCEL: **352502-2-022-2004**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **VARILY ISAACS and BRYAN ISAACS, AS TRUSTEES OF THE ISAACS FAMILY TRUST, DATED JUNE 14, 2017**, as their interest may appear or after acquired title ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **KITSAP** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

TEN (10) FOOT WIDE FRONTAGE EASEMENT ALONG THE EASTERLY PROPERTY LINE OF THE ABOVE DESCRIBED REAL PROPERTY, LYING PARALLEL WITH AND ADJACENT TO WARD AVENUE NORTHEAST.

THE INTENDED PURPOSE OF THIS EASEMENT IS FOR AERIAL OVERHANG ONLY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Support structures with cross arms, electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing;

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. **Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. **Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. **Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20___.

OWNERS:

BY: Varily Isaacs
VARILY ISAACS, TRUSTEE

BY: _____
BRYAN ISAACS, TRUSTEE

STATE OF WASHINGTON)
) ss
COUNTY OF Kitsap)

On this 14th day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **VARILY ISAACS** and ~~**BRYAN ISAACS**~~, to me known to be the person who signed as **TRUSTEE(s)**, of the **ISAACS FAMILY TRUST dated JUNE 14, 2017**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be THEIR free and voluntary act and deed and the free and voluntary act and deed of the **ISAACS FAMILY TRUST dated JUNE 14, 2017**, for the uses and purposes therein mentioned; and on oath stated that THEY were authorized to execute the said instrument on behalf of said **ISAACS FAMILY TRUST.**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

SHAWN R GRENINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
4-15-23
25481

Shawn R. Greninger
(Signature of Notary)

Shawn R. Greninger
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Yelm, WA
My Appointment Expires: 4-15-23

Notary seal, text and all notations must be inside 1" margins

DATED this 16 day of JUNE, 2021.

OWNERS:

BY: _____
VARILY ISAACS, TRUSTEE

BY: Bryan Isaacs
BRYAN ISAACS, TRUSTEE

California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF WASHINGTON)
) ss
COUNTY OF San Diego)

On this 16 day of June ~~2019~~ 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~VARILY ISAACS~~ and BRYAN ISAACS, to me known to be the person who signed as **TRUSTEE(s)**, of the **ISAACS FAMILY TRUST dated JUNE 14, 2017**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be THEIR free and voluntary act and deed and the free and voluntary act and deed of the **ISAACS FAMILY TRUST dated JUNE 14, 2017**, for the uses and purposes therein mentioned; and on oath stated that ~~THEY~~ were authorized to execute the said instrument on behalf of said **ISAACS FAMILY TRUST.**

he was

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

GIRISH H. PATEL
COMM. #2244490
Notary Public - California
Santa Clara County
My Comm. Expires June 25, 2022

NRO1 NRO1

Girish H Patel
(Signature of Notary)

GIRISH H. PATEL, Notary Public
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of ~~Washington~~, residing at Los Gatos, Santa Clara County, CA
My Appointment Expires: 6/25/22

Notary seal, text and all notations must be inside 1" margins

EXHIBIT A

THAT PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT LOT 2, 366 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 THENCE NORTH 89°36'20" EAST 85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39 FEET; THENCE NORTH 89°36'20" EAST 202 FEET; THENCE NORTH 36 FEET; THENCE NORTH 22° EAST 111.88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3, SHORT SUBDIVISION 3630-R AS RECORDED UNDER AUDITORS FILE NUMBER 8806210074; THENCE ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 87°19'34" WEST 158.29 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 66°04'17" WEST 84.04 FEET; THENCE SOUTH 15°08'29" WEST 33.84 FEET; THENCE SOUTH 1°20'42" WEST 30 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 28 FEET OF THE WEST 100 FEET THEREOF;
AND EXCEPT WARD AVE NE

TOGETHER WITH THAT PORTION OF VACATED WARD AVENUE NORTHEAST WHICH ATTACHES TO SAID PREMISE BY OPERATION OF LAW.

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Dept.
3130 South 38th Street
Tacoma, WA 98409
SRG/SRW

PUGET SOUND ENERGY

EASEMENT

REFERENCE #:
GRANTOR (Owner): **TRACEY JEAN ARTISS TRUST, DTD 12/17/2008**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GOV'T LOT 2, SE NW 35-25N-02E**
ASSESSOR'S PROPERTY TAX PARCEL: **4165-004-001-0103, 4165-004-003-0002**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **TRACEY JEAN ARTISS, TRUSTEE OF THE TRACEY JEAN ARTISS TRUST, DATED DECEMBER 17TH, 2008** as their interest may appear or after acquired title ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **KITSAP** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows: An Easement Area TEN (10) feet in width having FIVE (5) feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED EXTENDED OR RELOCATED LYING IN A NORTHWESTERLY-SOUTHEASTERLY DIRECTION WITHIN THAT PORTION OF VACATED NORTHEAST EWING STREET THAT ATTACHES TO SAID PREMISES BY OPERATION OF LAW. TOGETHER WITH NECESSARY GUYS AND ANCHORS.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Support structures with cross arms, electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing;

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 15 day of June, 2021.

OWNERS: **TRACEY JEAN ARTISS TRUST, DATED DECEMBER 17TH, 2008**

BY: Tracey Jean Artiss, Trustee.
Tracey Jean Artiss, Trustee

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 15th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TRACEY JEAN ARTISS, to me known to be the person who signed as **TRUSTEE**, of the **TRACEY JEAN ARTISS TRUST, DATED DECEMBER 17TH, 2008**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **TRACEY JEAN ARTISS TRUST, DATED DECEMBER 17TH, 2008**, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of the said **TRACEY JEAN ARTISS TRUST, DATED DECEMBER 17TH, 2008.**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

SHAWN R GRENINGER
NOTARY PUBLIC
25481
COMMISSION EXPIRES
4-15-23
STATE OF WASHINGTON

Shawn R. Greninger
(Signature of Notary)

Shawn R. Greninger
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Yelm, WA
My Appointment Expires: 4-15-23

Notary seal, text and all notations must be inside 1" margins

EXHIBIT A

LOT(s) A AND B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201411060146 AND DELINEATED ON SURVEY RECORDED IN VOLUME 80 OF SURVEYS, PAGE 31 UNDER AUDITOR'S FILE NO. 201411060147, BEING A PORTION OF LOT(s) 1 AND 2, BLOCK 4, PLEASANT VIEW TOWNSITE, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE(s) 5 AND A PORTION OF GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M. ALL IN KITSAP COUNTY, WASHINGTON.

Also

TOGETHER WITH THAT PORTION OF VACATED NORTHEAST EWING STREET THAT ATTACHES TO SAID PREMISES BY OPERATION OF LAW.

EXCEPTING THAT PORTION OF WARD AVENUE NORTHEAST DEDICATED TO THE CITY OF BAINBRIDGE ISLAND FOR ROAD PURPOSES UNDER AUDITORS FILE No. _____.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2022-07 Revising the City Financial and Budget Policies - Finance,

SUMMARY: This resolution which also includes "Exhibit A Financial and Budget Policies" revises the financial and budget policies "Section 3. Revenues" to change the frequency of reviewing the Building, Planning, and Engineering fees to no less than once every three years. It also changes "Section 7. Accounting, Auditing and Financial Reporting" to reflect a change in official name of the Annual Comprehensive Financial Report from the previously named "Comprehensive Annual Financial Report."

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

RECOMMENDED MOTION: Adopt Resolution No. 2022-07 revising the financial and budget policies to change the frequency of reviewing the Building, Planning, and Engineering fees to no less than once every three years and changing the official name of the Annual Comprehensive Financial Report from the previously named Comprehensive Annual Report.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The process of adopting the 2023-24 biennial operating budget and updated capital plan incorporates the City's financial and budget policies that help guide the budget development process. Financial and budget policies accompanying the budget provide guidance affecting a wide range of topics including, but not limited to, defining a balanced budget, setting target fund balance reserves, issuing debt, establishing the revenue forecasting methodology and the considerations to be used when accepting federal, state and local grants.

This resolution and the attached "Exhibit A Financial and Budget Policies" revises the financial and budget policies "Section 3. Revenues" to change the frequency of reviewing the Building, Planning, and Engineering fees to no less than once every three years. It also changes "Section 7. Accounting, Auditing and Financial Reporting" to reflect a change in official name of the Annual Comprehensive Financial Report from the previously named "Comprehensive Annual Financial Report."

City Staff are bringing four new resolutions to the Council, Resolutions Nos. 2022-07, 2022-08, 2022-09 and 2022-10 which are separated in different agenda items. Key aspects of the updated policies that staff is proposing include:

* Revising the frequency of reviewing the Building, planning and engineering fees to no less than once every three years.

* Revising the City's debt policy based on technical feedback from the Washington Public Treasurer's Association

* Replacing the City's Investment policy that has not been updated since 1993.

* Adopting a new policy establishing a City Facilities and Capital replacement policy and creating a new special revenue fund

Also attached as reference is the cost allocation plan the City uses to distribute costs that are appropriately shared by one or more funds. Examples include services received by the City as a whole, such as insurance, City office space and overhead labor. This distribution of costs is factored into budgeting for the adopted budget.

ATTACHMENTS:

Resolution No 2022-07 Revising Financial and Budget Policies.docx

Cost allocation -Plan 2022.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2022-07

A RESOLUTION of the City of Bainbridge Island, Washington, establishing a consolidated set of updated financial and budget policies, updating policies adopted by the City during 2020.

WHEREAS, the City Council ("Council") is responsible for setting financial and budget policies for the City of Bainbridge Island ("City"); and

WHEREAS, state law, including Chapter 35A.33 RCW, provides guidance for budgets in code cities; and

WHEREAS, Chapter 35A.34 RCW authorizes cities to establish biennial budgets under which authorization, and the authorization of the Bainbridge Island Municipal Code ("BIMC"), including Chapter 2.82 BIMC, the City prepares a biennial budget with a mid-biennial review; and

WHEREAS, in the past, the Council has approved policies and passed resolutions related to financial and budget policies that continue to guide City financial practices including, but not limited to: Resolution No. 1993-52 and was amended through the passage of Resolution No. 2021-19, which establishes investment policies; Resolution No. 2008-01, which establishes an Emergency Rainy Day Reserve Fund and a Contingency Reserve within the General Fund; Resolution No. 2008-14, which establishes debt management policies; Resolution No. 2010-35, which set targets for General Fund reserves; Resolution No. 2013-13, which provides that funds from the City's utilities shall not be expended for general governmental services; Resolution No. 2014-17, which sets a minimum fund balance policy for the General Fund; Resolution No. 2016-20 adopting a Municipal Securities Disclosure Policy, which establishes public disclosure rules for City-issued municipal securities; Resolution No. 2016-18, which establishes procedures for the surplus and sale of City real property; Resolution No. 2016-19, updating the consolidated Financial Policies; and Resolution No. 2018-07, Resolution No. 2020-08, establishing the consolidated Financial Policies, Resolution No. 2020-09, Updating the City Debt Policy, Resolution No. 2020-11, Establishing Equipment Rental and Revolving Fund; and

WHEREAS, the City Administration ("Administration") requested, as part of the 2023-2024 biennial budget process, that the Council update the financial and budgetary policies that were adopted by the City prior to 2022; and

WHEREAS, the Council last updated the financial and budgetary policies as Resolution No. 2020-08; and

WHEREAS, the Council and Administration wish to establish an ongoing consolidated set of financial and budget Policies to be administered by the Administration and to guide Council action on an ongoing basis.

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

Section 1. The updated financial and budget Policies as shown in **Exhibit A**, which is attached hereto and incorporated herein by this reference, are hereby adopted.

PASSED by the City Council this ____ day of April 2022.

APPROVED by the Mayor this ____ day of April 2022.

_____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: April 1, 2022
PASSED BY THE CITY COUNCIL: April ___, 2022
RESOLUTION NO.: 2022-07

Attachment: Exhibit A, Financial and Budget Policies

Exhibit A

FINANCIAL AND BUDGET POLICIES

Section 1. PURPOSE

The primary purpose of financial and budget policies is to provide guidelines for the City Council and staff to use in making financial decisions that ensure core services are maintained and the Council's vision for the community is achieved.

The financial and budget policies guide the City to be able to withstand local and regional economic variations, to adjust to changes in service requirements, and to respond to other changes as they affect the community.

It is the policy of the City to maintain an excellent credit rating and assure taxpayers that the City of Bainbridge Island is maintained in sound financial condition.

SECTION 2. OPERATING BUDGET POLICIES

The biennial budget is the City's comprehensive two-year financial plan, which supports the City's approved programs and services.

Biennial budgets should provide for design, construction, maintenance and replacement of the City's capital assets and equipment consistent with the Capital Facilities Plan including the related cost for operating new assets.

The City will maintain all its assets such that it protects the City's capital investment, preserves public safety, and minimizes future maintenance and replacement costs.

All general government current operating expenditures will be paid from current revenues and cash carried over from prior years.

The City shall adopt a balanced budget. The City defines a balanced budget as one in which current biennium budgeted revenues in addition to fund balances are equal to or greater than current biennium budgeted expenditures. In addition, the City's budget shall maintain recurring expenditures for each fund at a level less than recurring revenues for that fund.

Reports on revenues and expenditures shall be prepared monthly and provided to the Council. Mid-year and annual reports will also be prepared and provided. These reports will also be posted to the City's website or reporting portal.

The City shall consider its financial capacity when making budget decisions. Staff shall deliver to Council a ten-year financial capacity analysis as part of the biennial budget process. For each financial capacity analysis, the financial assumptions shall be reasonable and shall take into account an appropriately chosen set of inflation factors and an appropriate set of economic projections. The Administration's chosen assumptions for revenues, expenditure inflation factors and economic measures shall be disclosed to the Council.

SECTION 3. REVENUES

The City will strive to maintain a diverse and stable revenue stream to protect against short-run volatility of any single revenue source.

Because revenues, especially those of the General Fund and other tax-supported funds, are sensitive to economic changes, the City will use a conservative approach to revenue forecasting.

Departmental revenues of the tax-supported funds shall be considered unrestricted revenue of the City – subject to any applicable legal restriction, and subject to any applicable provision of the financial Policies, that may apply to a particular revenue source.

Revenues from the Commercial Parking Tax shall be treated as revenues of the Street Fund.

Real Estate Excise Tax revenue shall be first applied to current capital debt service and then, to the extent available, to other eligible expenses.

The City shall maintain a structure for all fees and charges where the beneficiary of the service pays the cost of that service except to the extent that the Council has determined that provision of the specific service in question provides a general public benefit.

No less than once every three years, ~~On a periodic basis,~~Building and Development Services (B&DS) rates shall be reviewed, with a goal of full cost recovery for the B&DS Fund.

The City will maintain water, sewer and storm water utility rates adequate to ensure that each of these three utility funds is fully self-supporting. Additionally, for analysis and rate modeling purposes, the proposed rates shall take into account debt service coverage commitments, if applicable. The capacity to support identified utility reserves will also be taken into account.

SECTION 4. EXPENDITURES

The City budget will provide for a sustainable level of service to meet the City's identified results.

The City will maintain expenditure categories according to state statute and administrative regulation. Capital expenditures shall meet the requirements of generally accepted accounting principles (GAAP).

The City shall use major one-time revenue to fund capital improvements, debt reductions, or reserves. The use of one-time revenues to fund operating expenditures is strongly discouraged.

The Council shall review the Administration's recommended plan for the allocation of City costs to various funds as part of the biennial budget process.

As a general rule, when an expenditure is incurred for which both restricted and unrestricted fund balance is available, the City will consider the more restricted amounts to have been spent first.

On a periodic basis, the Administration shall compare the cash compensation and the value of benefits for City employee positions to the compensation and benefit levels to a set of comparable employers, to provide data for potential compensation and benefit policies which may be adopted by the Council.

SECTION 5. CAPITAL

The Capital Facilities Goals and Policies that are stated in the City's Comprehensive Plan, as amended from time to time, are hereby included in full in the Financial Policies.

The Capital Improvement Plan and the City operating budget will be reviewed at the same time to ensure that capital and operating needs are balanced with each other and support overall City goals.

The City shall develop a six-year plan for capital improvements and update it at least biennially.

The City will identify the estimated costs and proposed funding sources for each capital project proposal before it is submitted to Council for approval. The City will use intergovernmental assistance and outside resources whenever possible. In the event that a grant, or other type of intergovernmental assistance, is identified as a funding source for a project and the outside funding is not secured, the City will reconsider the financial viability of that project at that time.

Each individual project included in the capital improvement plan (CIP) shall have a budget with identified contributions by fund. Each fund amount shall be distinct and cannot be transferred without amending the CIP. Reporting will be presented at the project and fund level.

When a capital project is complete and has been capitalized in accordance with Generally Accepted Accounting Principles, any remaining project budget appropriation authority shall lapse, and all remaining funds shall return to their original source.

SECTION 6. RESERVES

Reserve funds enable the City to deal with unforeseen emergencies and changes in economic conditions.

General Fund Reserves

Emergency Reserve: The City shall maintain an Emergency Reserve with a budgetary target amount of $1.0 million. These funds shall be used only to pay for emergencies that cannot reasonably be accommodated by current budget appropriations. These funds may be appropriated only by a vote of not less than five (5) members of the City Council or the unanimous vote of a legal quorum. It is the Council's policy that if funds are spent from the Emergency Reserve, it should be replenished as resources become available.

General Fund Minimum Fund Balance. The City shall maintain a minimum fund balance of 25% of ongoing revenues in the General Fund. The General Fund minimum fund balance shall mean the dollar amount of unencumbered fund balance, excluding any amounts held in reserves or otherwise committed funds. This fund balance is intended to provide stability in the event of unexpected changes to revenues or expenses.

Utility Fund Reserves

Capital Contingency Reserve. Each utility fund shall maintain a separate capital contingency reserve. Each reserve shall have a targeted level of at least one percent (1%) of the utility system's capital assets at net book value. The primary purpose of the reserve is to provide a ready source of cash in case of an emergency, should a major piece of equipment or a portion of the utility's infrastructure fail unexpectedly.

Operating Reserve – Water and Sewer Funds. These reserves shall have a targeted level as of each year-end of at least sixty (60) days' operating expenses. The primary purpose of the reserve is to provide cash for operations in case of seasonal variations in revenue or expenses, or to support operations in a year in which revenues are abnormally low.

Operating Reserve – Storm and Surface Water Management Fund. This reserve shall have a targeted level as of June 30 and December 31 of at least 90 days' operating expenses. The primary purpose of the year-end reserve is to provide cash for operations during the period between the payment of the fees, which occurs in two large payments in April and October.

Restricted Debt Reserve. To the extent that the City issues a form of debt (e.g. Revenue Bonds) that requires the City to maintain a restricted cash reserve during the term of the debt repayment period, the utility shall maintain a restricted reserve for such purpose. This reserve is to safeguard the purchasers of the utility's debt and may be used to fund the final installment or last year's debt service.

SECTION 7. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

The City will establish and maintain a high standard of internal controls and accounting practices. The City accounts and budgets for revenue and expenditures on a modified accrual basis for general government and enterprise activities. Year-end financial statements for enterprise activities shall use full accrual accounting.

The accounting system will maintain records on a basis consistent with accepted national standards for local government accounting and the Washington State Auditor's Budgeting, Accounting and Reporting System.

The annual financial statements shall conform to Generally Accepted Accounting Principles (GAAP) and be in the form of an Annual Comprehensive Financial Report ~~Comprehensive Annual Financial Report~~ as recommended by the Government Finance Officers Association.

A capital asset system will be maintained to identify all City assets and their location.

The City will ensure that City records are audited annually, resulting in a financial opinion. The results of the audit will be available to the public through the City's website.

SECTION 8. DEBT

The City's Debt Policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 9. INVESTMENT

The City's Investment Policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 10. BANKING AND MONEY MANAGEMENT

Safety

The City shall engage in relationships, and conduct its business, with one or more banks, repositories of public pooled funds, and financial institutions in a manner that avoids concentrating City balances in a way that may expose the City to material losses in the event of an adverse development affecting any bank or financial institution in which City assets are held.

Money Management

The City Administration shall seek to form relationships with banking and financial institutions that offer the City efficient and effective tools and technologies to manage and track transactions and balances.

SECTION 11. MUNICIPAL SECURITIES DISCLOSURE

The City's Municipal Securities Disclosure Policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 12. SURPLUS REAL PROPERTY

The City's Surplus Real Property Policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 13. PROCUREMENT POLICY

The City's Procurement Policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 14. EQUIPMENT RENTAL AND REVOLVING FUND

The Equipment Rental and Revolving (ER&R) Fund policy, as it may be amended from time to time, is hereby included in the Financial and Budget Policies.

SECTION 15. GRANTS

City Council approval is required to submit an application for grants over $50,000, unless pre-authorized for acceptance by the City Council through ordinance or resolution. The $50,000 threshold must include as part of the estimate any City "in-kind" labor used as matching funds, and City staff will describe to the Council the amount that is provided through the grant and the amount that is provided through in-kind matching funds.

For grants that are over $50,000, or otherwise require Council approval, but for which there is an application deadline that does not allow City staff to obtain prior Council approval to apply for the grant, the Department Director shall obtain the approval of the City Manager or their designee prior to submitting the application and subsequently bring the grant to the Council for approval and ratification. Applications for grants in the amount of $50,000 or less can be submitted without City Council approval, unless such approval is required by the granting agency.

The City Manager, or designee, is authorized to execute all required agreements and documents with a grant-issuing agency to effectuate any grant approved or accepted by the City Council.

To the extent that this section conflicts with any other policy or resolution adopted by the City Council, this section controls.

Cost Allocation Manual

Goals, background, and methodology of the City of Bainbridge Island's Cost Allocation Plan.

Effective Date: 1/1/2023

City of Bainbridge Island
Cost Allocation Manual

Table of Contents

Definitions 3

Goal 4

Background 4

Applicable Guidance 4

- Governmental Accounting Standards Board (GASB) 4
- CFR-2012-title2-vol1-part225 5
- Washington State Auditor 5

COBI Methodology 5

- Section One: Personnel 5
  - Classification of Departments 5
  - Determination of Allocation Factors 6
  - Allocating Costs / Surcharge and Rebate 7
- Section Two: Central cost 8
  - Insurance 8
  - Interfund Rent 8
- Process Overview Summary 9
- Section Three: Roads and Stormwater Facilities Construction and Maintenance Costs 9
  - Street Sweeping and Road Maintenance Spoils 10
  - Water Quality and Flow Monitoring Program 10
  - Groundwater Management Program 10
  - Kitsap Conservation District Farm Assistance 10
  - Roads and SSWM Capital Improvement Projects 11

Allocation Information by Department 11

Definitions

As used in the City of Bainbridge Island Cost Allocation Manual–

1. "Accounting unit" refers to any segment of the coding used to track financial activity (fund, object, organization, department, etc.).
2. "B&DS Fund" refers to the Building and Development Services Fund (MUNIS Fund number 407).
3. "Central service cost allocation plan" as defined in CFR-2012-title2-part225 means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users." Examples of such services include, but are not limited to accounting, personnel administration, purchasing, etc.
4. "COBI" refers to the City of Bainbridge Island. In this document, the term "the City" is also used to refer to COBI.
5. The term "Direct costs" as used in this document is defined by CFR-2012-title2-part225 as "those [costs] that can be identified specifically with a particular final cost objective." An example of a direct cost would be a professional service cost for design of a building.
6. "Enterprise Funds" are a type of Proprietary Fund, specifically used to report activities for which a fee is charged to external users for goods or services.
7. The term "GAAP Guide" refers to the 2020 edition of the *"Governmental GAAP Guide For State and Local Governments"*.
8. "Governmental Funds" are non-proprietary funds.
9. The term "Indirect costs" as used in this document is defined by CFR-2012-title2-part225 as costs "incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved."
10. "Proprietary Funds" are defined by the GAAP Guide as, "used to account for a state or local government's activities that may be performed by a commercial enterprise... Generally, the purpose of a proprietary fund is to provide a service or product to the public or other governmental entities at a reasonable cost." Proprietary Funds are either Enterprise Funds or Internal Service Funds (for services or activities provided to other funds or departments within the governmental agency). COBI's Proprietary Funds include Enterprise Funds, and consist of the Water, Sewer, SSWM, B&DS Funds, and one Internal Service Fund (Equipment Rental and Revolving Fund).
11. Per the GAAP Guide, "Special Revenue Funds" refer to funds that account for proceeds of specific revenue sources that are legally restricted to expenditures of a specific purpose.
12. "SSWM" refers to Storm and Surface Water Management.
13. "Utility Funds" refers to the city-operated Water, Sewer, and SSWM services Funds (MUNIS Fund numbers 401, 402, and 403, respectively). The term "utilities" refers to the functions served by these funds.

Goal

The City of Bainbridge Island (hereinafter also referred to as "COBI" or "the City") has eight guiding principles, including one of supporting the other principles through "the City's organizational and operating budget decisions."[1] In order to sufficiently measure and compare in line with this goal, it is necessary to ensure that all COBI functions share indirect costs on the basis of relative benefits received.

The City's financial policies include the concept of full cost recovery. The City shall maintain a structure for all fees and charges where the beneficiary of the service pays the cost of that service except to the extent that the City Council has determined that provision of the specific service in question provides a general public benefit.

To receive full cost recovery, the City must be able to measure the full cost of services provided, including indirect costs such as administration and other support services.

The cost recovery method described herein complies with applicable guidance from State and Federal agencies.

Background

Some City costs are appropriately shared by one or more City funds. Like all organizations, the City provides certain services that benefit the entire entity. Examples include services received by the City as a whole, such as insurance, City office space, and overhead labor. These services are generally of a support nature and centralized within a single department such as Executive or Finance and Administrative Services. These indirect costs are then allocated out to the City's Funds using a variety of methods depending on the type of service provided. A basis is determined to distribute the costs founded on the relative benefit each fund receives from the function or service. The amount a fund is charged is not intended to represent a per unit cost of a transaction, such as processing a voucher for payment or processing a request for bid, but rather an appropriate allocation of all of the costs related to providing the support service. [2]

The first part of the analysis is to confirm that all Funds share in the indirect labor costs appropriately. This is completed in the COBI Methodology, Section One: Personnel section below. In the department classification analysis that follows, major tasks and functions of department staff are discussed. Then an allocation determination is made based on the cost drivers of those tasks.

Applicable Guidance

Governmental Accounting Standards Board (GASB)

GASB is the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments. While the GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is enforced through the Washington State Auditor's audit of COBI.

[1] COBI Comprehensive Plan

[2] The majority of this paragraph borrowed from City of Tacoma 2009-2010 Assessments Overview; statement is applicable to COBI

GASB has not issued any specific guidance describing the method of cost allocation to be applied by government agencies. The overarching principle applied by COBI is found in the GASB Summary of Concept Statement No. 1, "Financial reports are used primarily to compare actual financial results with the legally adopted budget; to assess financial condition and results of operations; to assist in determining compliance with finance-related laws, rules, and regulations; and to assist in evaluating efficiency and effectiveness."[3]

CFR-2012-title2-vol1-part225

CFR-2012-title2-vol1-part225[4] establishes cost principles for State, Local, and Indian Tribal Governments for determining costs for Federal awards. The objective states that, "The principles are for determining allowable costs only." In defining allowable costs, the CFR provides a definition of allocable costs at Appendix A, paragraph C.3.a, "A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received." This definition can reasonably be applied to both Federal allowable costs and non-Federal allocation goals.

Washington State Auditor

The Washington State Auditor's office prescribes the accounting and reporting of local governments in the State of Washington under RCW 43.09.210.[5] This RCW states in part, "All service rendered by...from, one department...to another, shall be paid for at its true and full value by the department...receiving the same, and no department...shall benefit in any financial manner whatever by an appropriation or fund made for the support of another." Therefore, a well-developed plan should include relevant, up-to-date information about overhead and how to distribute it. Also, the factors used should equitably allocate overhead.

In 2009 the State Auditor's Office audited COBI's cost allocation plan. The conclusion was COBI was following many of the cost allocation leading practices, but not all. The noted leading practices we needed to improve upon were as follows: "be up-to-date and detail the basis for overhead charges and use allocation factors that equitably allocate overhead to each fund and department." The methodology set forth in this manual outlines how we meet all leading practices.

COBI Methodology

Section One: Personnel

Classification of Departments

In classifying costs as allocable, COBI analyzed departments and individual objects to determine whether the costs should be allocated, as well as the appropriate basis for allocation. COBI uses its cost allocation methodology for salaries and benefits only. Step one in building the plan was to analyze the organization by department and determine whether costs were allocable. COBI departments are as follows: city council, municipal court, executive, finance, public safety, planning

[3] GASB Concepts Statement No. 1 Summary, published by the Governmental Standards Board
[4] Published by the Federal Office of Management and Budget
[6] "Budgeting, Accounting, and Reporting System (BARS)" Manual, published by the Washington State Auditor's office and available online at www.sao.wa.gov. "RCW" refers to the Revised Code of Washington.

and community development, and public works. Below is a brief narrative of the organization's initial department analysis, followed by an in-depth look at each department.

Appendix B of CFR-2012-title2-part225 provides principles to be applied in establishing whether certain costs are allowed for Federal reimbursement. It states general costs of government are not allowable. These general government costs include city council, municipal court and police costs.[6] Therefore, COBI directs charges all costs associated with those departments to the general fund.

Next, we identify our central service departments as executive and finance. Costs from central service departments are indirect costs, which are incurred for a common or joint purpose benefiting more than one task, activity, or fund. Indirect costs are allocable with proper identification and documentation. Furthermore, as noted in RCW 43.09.210, allocations must be fair and equitable where one fund does not benefit from another.

The final two departments Planning and Community Development and Public Works, core work is centered around specific work tasks or programs. Employees in these departments have a combination of direct charged time, as well as an allocation for some hours.

Determination of Allocation Factors

Below is a brief description of each department that has any allocations, accompanied by a summary of allocation factors used for that department. Attachment A outlines the below information by department in greater detail as required by CFR-2012-title2-part225 Appendix C.

Executive

Discussion:
The Executive Department provides "direction, coordination, and oversight"[7] for the City as a whole, including Proprietary Fund activities. The department provides service in eight main areas: city management, legal, city clerk, public records, human resources, emergency preparedness, information technology, and communications.

Allocation Determination:
The allocation basis is determined by the tasks and duties for each specific position. The allocation basis used for the various positions in the Executive Department are as follows: FTE by fund, council agenda items, operating expenses, contracts by fund, risk management, public record requests, community support and litigation dollars by fund.

Finance and Administrative Services

Discussion:
The Finance department provides support to all City departments and all funds, including Proprietary Funds. In addition to financial reporting, budgeting, accounts payable, payroll and affordable housing management, the Finance department manages all utility, general and LID billings and payments.

Allocation Determination:

[6] https://www.govinfo.gov/content/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part225.pdf
[7] COBI 2021-2022 Adopted Budget

The allocation basis is determined by the tasks and duties for each specific position. The allocation basis used for the various positions in the Finance Department include, but are not limited to, the following: FTE by fund, council agenda items, operating expenses, capital projects, cash receipts, AP vouchers, LID and utility accounts, long-term debt by fund, and special projects.

Planning and Community Development

Discussion:
The Planning & Community Development department works with land use and construction activities on the Island; administers building, shoreline, environmental, and subdivision regulations; reviews development proposals; performs code enforcement; administers land use applications; prepares and updates long-range plans. A significant portion of PCD effort is related to the B&DS Fund, and the Department is also involved in the development of utility projects.

Allocation Determination:
The allocation basis is determined by the tasks and duties for each specific position. The allocation basis used for the various positions in the Planning Department include, but are not limited to, the following: Land Use Code updates, code enforcement case load, NPDES permit requirements, building and planning permits, shoreline monitoring project, Comprehensive Plan implementation, inspection and observance of on-site construction issues, and related ordinances.

Public Works

Discussion:
The Public Works department is responsible for acquiring, constructing, operating and maintaining public infrastructure. This includes City-owned utilities. The Administrative division supports the Engineering and Operation and Maintenance (O&M) divisions by providing services such as reporting, grant and contract management, and records management. The Engineering division is primarily responsible for the pre-design, design, and construction of all public improvements and implementation of the capital improvement plan (CIP) adopted by City Council. This includes Proprietary Fund CIP projects. The Engineering Division also directs Development Engineering and the City's Water Resources planning and protection activities. The O&M Division operates and maintains the City's infrastructure, to include streets, storm drain, water and sewer infrastructure facilities, vehicles, parks, and open space.

Allocation Determination:
The Public Works O&M Division uses the work order system and therefore direct charges their hours. The Engineering Division direct charges most of their hours to operating or capital projects. In addition, tasks that are general in nature are allocated based on work order or project history, and forward-looking work plans. Public Works Administrative personnel are allocated based on support of capital and operating projects, contracts, right of way expenses, customer support, and development and management support.

Allocating Costs / Surcharge and Rebate

Throughout the year, employees are either direct charging their time to specific projects, tasks or work orders, or their hours are allocated to a department/organization and fund based on that position's allocation factors. At month end, an analysis that compares all direct charged time to that of allocated time by position. If, for a particular position, the direct-charged time differs by more

than 3% on a percentage basis by fund from the allocated time, a surcharge or rebate adjusts the totals.

Section Two: Central cost

Insurance

CFR-2012-title2-vol1-part225 Appendix B identifies insurance as an allowable and allocable cost. Allocating insurance expense follows the rule of "beneficiary pays" as long as the allocated costs follow the cost drivers. In a leading practice study, presented by Washington State Auditor's Office Performance Audit, Report No. 1006136, the following factors should be used to allocate insurance expense: number of staff (FTE), claims or loss history, square footage, property values insured, and risk factor.

- City of Bainbridge Island's (COBI) insurance invoice is separated into five "Coverage/Program" areas; Auto Physical Damage, Boiler and Machinery, Crime/Fidelity, Liability, and Property.
- To allocate the costs under each "Coverage/Program," COBI uses three cost drivers. They are as follows: asset value, FTE, and loss history.
    - Asset value – is used to distribute Auto Physical Damage, Boiler and Machinery, and Property Coverage/Program expenses. The asset value by fund is taken from the financial statements from the most current year-end close.
    - FTE – is used to distribute Crime/Fidelity and a portion of the Liability expenses.
    - Loss history – is used to allocate the other portion of Liability expenses. The data is a 5-year history report provided to the City by WCIA.

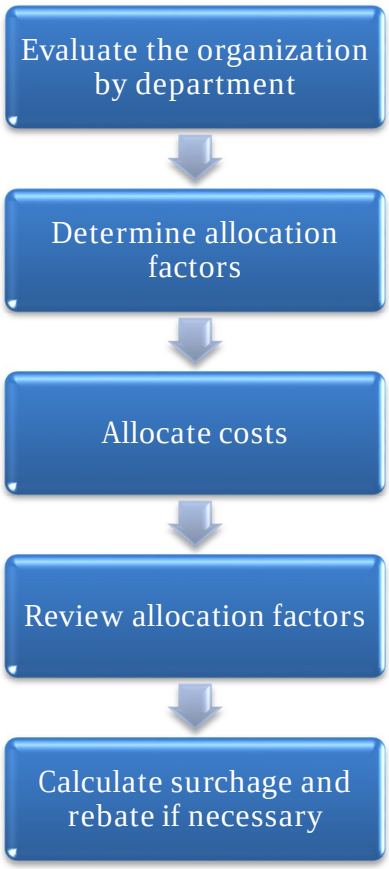
Interfund Rent

CFR-2012-title2-vol1-part225 Appendix B requires that "less-than-arms-length" rental transactions, such as those between divisions of a governmental unit, are allowable in the same amount as they would be "had title to the property vested in the governmental unit." The CFR specifically states that depreciation is an allowable component of such cost, and it is commonly interpreted as additionally allowing for the interest component of debt service.
COBI uses the following methodology to allocate Interfund Rent:

- For an individual facility (for example, City Hall), the total square footage is identified, and the square footage occupied by each department is identified.
- The square footage for each department is then allocated by FTE in a proportion equal to the ratio of each fund's FTE as a share of that department's total FTE.
- Total square footage by fund is summed across all departments in the facility and expressed as a share of the facility's total square footage. This percentage is then applied to eligible interfund rent expenses
- COBI allocates three types of interfund rent expenses:
    - Interest expense of the bonds associated with the purchase and building of City Hall and the PW Yard.
        - Debt service for the purchase of City Hall and the PW Yard was paid in full in 2019.

- Depreciation expense of assets purchased with General Fund monies used by all personnel, which therefore benefits all funds.
- A land component is also allocated. The cost of the land is divided by 40, to match the 40-year depreciation schedule of the buildings.

Process Overview Summary



COBI's process to complete the cost allocation plan was:

1. Determine funds, departments and object codes that are allocable.
2. Discuss tasks/job duties with each staff member to determine approximately how much time is devoted to completing listed tasks.
3. Based on discussion and job description, determine logical allocation basis.
4. Calculate cost allocation for each position based on answers and data documented from steps 1 through 3.
5. At month end, run actual data for Public Works allocation base.
6. Apply any necessary rebate and surcharge costs accordingly.

Section Three: Roads and Stormwater Facilities Construction and Maintenance Costs

The City Council completed a review of the Storm and Surface Water Utility (SSWM) in 2015 and confirmed the policies for charging various operating costs related to the SSWM facilities, roads, and other City properties. These policies are:

Street Sweeping and Road Maintenance Spoils

City charging practices for roads-related maintenance and spoils disposal has evolved and changed over the years. The following table shows the standing work order charging practice for Public Works O&M labor:

		Spoils Related Work Order Charges			
WO#	WO Type	WO Description	Split	Org	Org Description
14916	Standing	Spoils Hauling	100	73431835	SSWM Maintenance
14917	Standing	Street Sweeping	80/20	73637945	Allocation SSWM/Streets
14963	Standing	Ditching	100	73431835	SSWM Maintenance
14823	Standing	Shoulder Maintenance	100	73111427	Streets Roadside
14964	Standing	Bikelane Sweeping	100	73111423	Streets Roadway

The data in the table indicate that the SSWM utility pays for 100% of City labor for spoils hauling and ditching, as well as 80% for street sweeping. The Streets Fund pays for the labor for shoulder maintenance and bike lane sweeping, as well as 20% for street sweeping. The justification for the charging practice is that street sweeping aids in the maintenance of the stormwater collection system so can appropriately be charged to the SSWM utility.

Water Quality and Flow Monitoring Program

The Water Quality and Flow Monitoring Program (WQFMP) helps the City implement National Pollutant Discharge Elimination System (NPDES) permit monitoring requirements and directs and informs pollutant source identification efforts outlined in the Illicit Discharge Detection and Elimination (IDDE) program. The primary goal of the WQFMP is to develop and implement a long-term comprehensive monitoring program that will identify water quality and water flow problems in freshwater and marine nearshore environments. The WQFMP also defines thresholds for initiation of management responses in support of the City's efforts to protect and restore beneficial uses associated with water quality on Bainbridge Island.

At the July 12th 2016, Council Meeting, Council approved the WQFMP costs to be funded by 50% General Fund, 40% Stormwater Fund, and 10% Water Fund.

Groundwater Management Program

Groundwater is the sole source of drinking water on Bainbridge Island. Therefore, it is essential to have a thorough understanding of the island's complex aquifer system through scientific study and long-term monitoring. At present, the city collects monthly water level data and annual chloride measurements from approximately 30 wells on the Island at various locations. Water level data is used to help assess the quantity of water in different aquifers, and the chloride data is an indicator of seawater intrusion.

City Policy is that the Groundwater Program be entirely funded by the General Fund.

Kitsap Conservation District Farm Assistance

Bainbridge Island currently has over 1,300 acres of agricultural lands. Many of these farms are required to establish and implement farm plans in accordance with provisions in the City's Municipal Code. The City and the Kitsap Conservation District (KCD) share a common goal to promote Best Management Practices to protect water quality, provide education to landowners

regarding agricultural impacts and support the use of Low Impact Development practices. Well-designed conservation practices increase farm productivity while protecting water quality and reducing soil erosion. KCD has the expertise and experience to provide Farm Plans to meet the requirements of Bainbridge Island Municipal Code Section 18.09.030 and provide assistance on land management activities and their impacts on natural resources. In providing these services, KCD assists with compliance of the City's NDPES permit, including assistance with the IDDE Program and education/outreach.

The value of the annual contract with the KCD has been approximately $40,000, and an annual analysis of program tasks by city staff has determined that approximately 50% of the activities under the program tasks support water quality benefits. Therefore, the SSWM utility will pay 50% of the KCD billing under this agreement, and the General Fund will pay 50%.

Roads and SSWM Capital Improvement Projects

City Ordinance 2012-06 exempted City-owned rights-of-way from payment of SSWM fees. The justification for this charging methodology under Section 2.A. of the ordinance was that City streets were responsible for contributing at least $27 million in stormwater infrastructure over and above what would be needed for just street runoff.

In order to continue this exemption from stormwater fees for City streets, all future stormwater infrastructure required in the construction or improvements of City streets, or non-motorized facilities as part of or separate from City streets, will be paid by an appropriate tax supported revenue source. This includes the construction of collection and piping systems that replace existing drainage ditch systems.

Costs for repair and replacement of existing stormwater systems that were constructed as part of the City streets, including culverts, will be paid by SSWM utility funds.

Allocation Information by Department

The following pages allocation factors for each position in departments in which cost allocation applies to personnel costs.

Departments shown

Executive

Finance & Administration

Planning and Community Development

Public Works

Departments not shown because their costs are entirely supported by the General Fund

City Council

Municipal Court

Public Safety

Numerical Allocations Used		
Basis	Data	Description
Community Support	100% General Fund	Community Support

FTE by Fund	Average of Hours Worked 2019-2021	Personnel Mgmt
General Mgmt	Average of operating costs 2019-2021	General Mgmt
Council Agenda Items	Average of agenda Items evaluated and assigned by Fund 2019-2021	Council Agenda Items
Public Records Request	Average of requests evaluated and assigned by Fund 2019-2021	Public Records Request
Litigation Expense	Average of Legal Costs 2019-2021 by Fund	Litigation Expense
Risk Mgmt	Average of Costs Incurred 2019-2021	Risk Mgmt
Exec Contract Mgmt	Average Contract Amounts for Executive 2019-2021	Exec Contract Mgmt (100% General Fund)
Contract Mgmt	Average Contract Amounts 2019-2021	Contract Mgmt
AP Invoices	Average of invoice count 2019-2021	AP Vouchers
Receipts	Average of receipt count 2019-2021	Receipts
Avg of Direct Reports	Average of direct reports to a Manager	Avg of Direct Reports
UB Customers	Average of Number of accounts 2019-2021	Utility Billing
Operating Projects	Average of Operating Project Costs 2019-2021	Operating Projects
Capital Projects	Average of Capital Project Costs 2019-2021	Capital Projects
Long Term Debt	Average of Debt Service	Long Term Debt
General Customer Service	100% General Fund	Business Management
Utility Tax	100% General Fund	Utility Tax

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2022-08 Revising the City's Debt Policy - Finance,

SUMMARY: This resolution will revise the City's debt policy last updated in July 2020 to reflect suggested technical edits provided by the Washington Public Treasurer's Association (WPTA) technical review committee. The Debt Policy sets forth guidelines for the issuance and management of all financings of the City. Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations.

A summary of the debt policy changes include:
* Added changes to include Council's role in setting parameters and authorizing the final terms of a debt issuance
* Added certain types of allowed debt including voter approved open space and parks and voter approved utility debt
* Added additional required professional services including an escrow agent and an arbitrage calculation firm to execute financing transactions
* Provided additional clarification on the roles of certain professional services including Bond Counsel who renders an opinion on the validity of an offering, and whether and to what extent interest is exempt from income taxation. It also adds additional responsibilities to the role of the Financial Advisor to include ongoing assistance monitoring and identifying refunding opportunities as well as post sale analysis of debt.
* Added Private Placement/Direct Purchase/Bank Loan as a viable option when deemed appropriate to minimize the costs and risks of a City's debt issue

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

RECOMMENDED MOTION: Adopt Resolution No. 2202-08 revising the City Debt Policy.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The Debt Policy sets forth guidelines for the issuance and management of all financings of the City. Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations while providing flexibility and preserving financial stability. The City

maintains conservative financial policies to ensure strong financial health in both the short- and long-term. Maintaining the City's strong bond rating is an important objective of the City's financial policies.

The Debt Policy describes the roles for the City Council and City staff in issuing debt, including that the City Council shall approve all indebtedness of the City. It also provides guidance as the to types of debt that the City may issue, and cites to relevant state and federal law regarding issuance, reporting and disclosure. The policy establishes a 5% savings target for consideration of refunding. It also describes how and when the City may consider an interfund loan, with Council approval.

This policy and resolution updates the debt policy last updated in July 2020. It incorporates up-to-date best practice suggestions based on a technical review provided by the Washington Public Treasurer's Association.

A summary of the debt policy changes include:

* Added changes to include Council's role in setting parameters and authorizing the final terms of a debt issuance

* Added certain types of allowed debt including voter approved open space and parks and voter approved utility debt

* Added additional required professional services including an escrow agent and an arbitrage calculation firm to execute financing transactions

* Provided additional clarification on the roles of certain professional services including Bond Counsel who renders an opinion on the validity of an offering, and whether and to what extent interest is exempt from income taxation. It also adds additional responsibilities to the role of the Financial Advisor to include ongoing assistance monitoring and identifying refunding opportunities as well as post sale analysis of debt.

* Added Private Placement/Direct Purchase/Bank Loan as a viable option when deemed appropriate to minimize the costs and risks of a City's debt issue

ATTACHMENTS:

Resolution No. 2022-08 Revising the City Debt Policy.docx

Resolution No. 2022-08 Exhibit A Revising the City Debt Policy.docx

Resolution No. 2022-08 Exhibit A Revising the City Debt Policy (Clean copy).docx

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2022-08

A RESOLUTION of the City Council of Bainbridge Island, Washington, revising the City's Debt Policy.

WHEREAS, the City Council ("Council") is responsible for setting financial policy for the City of Bainbridge Island ("City"); and

WHEREAS, state law, including Chapter 35A.33 RCW, provides guidance for budgets in Code Cities; and

WHEREAS, in accordance with Chapter 35A.34 RCW and Chapter 2.82 BIMC, the City prepares a biennial budget with a mid-biennial review; and

WHEREAS, the City Administration ("Administration") requested, as part of the 2023-2024 biennial budget process, that the Council update the financial and budgetary policies that were adopted by the City prior to 2022; and

WHEREAS, the Council updated the City's Debt Policy in August 2008 through the passage of Resolution No. 2008-14; and

WHEREAS, the Council last updated the City's Debt Policy in July 2020 through the passage of Resolution No. 2020-09; and

WHEREAS, the City Council now desires to revise the City's Debt Policy to incorporate suggested modifications to the Debt Policy identified by the Washington Treasury Association's technical review committee in September 2021.

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

Section 1. The debt policy adopted by Resolution No. 2020-09 is hereby revised as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this _____ day of April 2022.

APPROVED by the Mayor this _____ day of April 2022.

_____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK: April 8, 2022
PASSED BY THE CITY COUNCIL: April ___, 2022
RESOLUTION NO. 2022-08

Exhibit A – Debt Policy

CITY OF
BAINBRIDGE ISLAND

Debt Policy
Department of Finance and Administrative Services

Prepared by Finance Director DeWayne Pitts

~~Initial Development:~~

Revised April 12, 2022

Table of Contents

Policy 1
Purpose and Overview 2
Authoritative Guidance 2
Debt Structure ..... ~~4~~3
Roles and Responsibilities ..... ~~2-3~~5-7
Transaction Specific Policies ..... ~~6-7~~7-10
Compliance Policies ..... ~~8~~10-11
Other Policies ..... ~~9~~11

Purpose and Overview

The Debt Policy for the City of Bainbridge Island is established to help ensure that all debt is issued both prudently and cost effectively. The Debt Policy sets forth comprehensive guidelines for the issuance and management of all financings of the Issuer. Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations.

The City maintains conservative financial policies to ensure strong financial health in both the short- and long-term. Maintaining the City's strong bond rating is an important objective of the City's financial policies.

Capital planning

The City shall integrate its debt issuance with its Capital Improvement Program (CIP) spending to ensure that planned financing conforms to policy targets regarding the level and composition of outstanding debt. This planning considers the long-term horizon, paying attention to financing priorities, capital outlays and competing projects. Long-term borrowing shall be confined to the acquisition and/or construction of capital improvements and shall not be used to fund operating or maintenance costs.

Authoritative Guidance

Legal Governing Principles
In the issuance and management of debt, the City shall comply with the state constitution and with all other legal requirements imposed by federal, state, and local rules and regulations, as applicable.

State Statutes – The City may contract indebtedness as provided for by RCW ~~Chapter~~ 35A.40.090 ~~RCW~~. General Obligation indebtedness is subject to the limitations on indebtedness provided for in RCW 39.36.020~~(2)(b)~~ and Article VIII of the Washington State Constitution. Bonds evidencing such indebtedness shall be issued and sold in accordance with RCW ~~Chapter~~ 39.46 ~~RCW~~.

Federal Rules and Regulations – The City shall issue and manage debt in accordance with the limitations and constraints imposed by federal rules and regulations including the Internal Revenue Code of 1986, as amended; the Treasury Department regulations there under; and the Securities Acts of 1933 and 1934.

Local Rules and Regulations – The City shall issue and manage debt in accordance with the limitations and constraints imposed by local rules and regulations.

Debt Structure

Types of Debt Instruments:
The City may utilize several types of municipal debt obligations to finance long-term capital projects. Subject to the approval of City Council, the City is authorized to issue~~sell~~:

General Obligation Bonds
Debt issued in this category can be used for any purpose allowed by law. This debt is backed by the full faith and credit of the City. ~~The~~ S~~s~~tate RCW 39.36.020 limits debt to 2.5% of the assessed valuation of the city for each of three purposes:

Limited Tax General Obligation Bonds – A Limited-Tax General Obligation debt (LTGO), also known as "Non-Voted General Obligation Debt" or "Councilmanic Debt", requires the City to levy a property tax sufficient to meet its debt service obligations but only up to a statutory limit. The City shall use LTGO Bonds as permitted under Article 8, Section 6 of the Washington State Constitution and RCW~~Chapter~~ 39.36 ~~RCW~~ for general capital purposes only. LTGO Bonds are backed by the full faith and credit of the City and is payable from General Fund reserves and taxes collected by the City. LTGO Bonds will only be issued if:

- A project requires funding not available from alternative sources
- Matching fund monies are available which may be lost if not applied for in a timely manner; or,
- Emergency conditions exist

Unlimited Tax General Obligation Bonds – The City shall use Unlimited Tax General Obligation Bonds (UTGO), also known as "Voted General Obligation Bonds" as permitted under Article 7, Section 2(b) of the Washington State Constitution and laws of the state of Washington including, but not limited to, Chapters 39.36, 39.46 RCW and RCW~~Chapter~~ 84.52 ~~RCW~~. UTGO Bonds are limited to capital purposes only. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project. UTGO Bonds are payable from excess tax levies and are subject to the assent of 60% of the voters at an election to be held for that purpose.

Open Space and Parks - Debt issued in this category must be used for park and open space and/or recreation facilities. All debt in this category must be approved by the voters.

Utilities - Debt issued in this category must be used for utility infrastructure. All debt in this category must be approved by the voters.

Revenue Bonds – The City shall use Revenue Bonds as permitted under RCW 39.46.150 and RCW 39.46.160 for the purpose of financing construction or improvements to facilities of enterprise systems operated by the City in accordance with the Capital Improvement Plan. No taxing power or general fund pledge is provided as security. Unlike general obligation bonds, revenue bonds are not subject to the City's statutory debt limitation nor is voter approval required.

Special Assessment/Local Improvement District (LID) Bonds – The City shall use Special Assessment Bonds as permitted under RCW 35.43 for the purpose of assuring the greatest degree of public equity in place of general obligation bond as determined by Council. Local Improvement District Bonds represent debt that is repaid by the property owners who specifically benefit from the capital improvements through annual assessments paid to the City. LID's are formed by the City Council after a majority of property owners agree to the assessment. No taxing power or general fund pledge is provided as security, and LID Bonds are not subject to statutory debt limitations. The debt is backed by the value of the property within the district and a LID Guaranty Fund, as required by State Law.

Short Term Debt – The City shall use short term debt as permitted under RCW ~~Chapter~~ 39.50 ~~RCW~~, for the purpose of meeting any lawful purpose of the municipal corporation, including the immediate financing needs of a project for which long term funding has been secured but not yet received. The City may use inter-fund loans rather than outside debt instruments to meet short-term cash flow needs for the project. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of the funds will not impact the fund's current operations. All inter-fund loans will be subject to Council approval and will bear interest at prevailing rates.

Leases – The City is authorized to enter into capital leases under RCW 35.42.200, subject to the approval of City Council.

Public Works Trust Fund Loans – The City shall use Public Works Trust Fund Loans as provided under RCW ~~Chapter~~ 43.155 ~~RCW~~ for the purpose of repairing, replacing or creating domestic water systems, sanitary sewer systems, storm sewer systems, roads, streets, solid waste/recycling facilities and bridges.

Local Option Capital Asset Lending (LOCAL) Program Debt – The City is authorized to enter into a financing contract with the Office of the State Treasurer under RCW ~~Chapter~~ 39.94 ~~RCW~~, for the purpose of financing equipment and capital needs through the State Treasurer's Office subject to existing debt limitations and financing considerations. The LOCAL Program is

an expanded version of the state agency lease/purchase program that allows the pooling of funding into larger offerings of securities.

Other Debt Instruments – The City is authorized to enter into other forms of debt instruments in consultation with the Financial Advisor subject to State law and the approval of City Council.

Roles and Responsibilities

The City Council shall:

- Approve all indebtedness;
- Approve debt financing only for capital projects or to refund outstanding debt; debt shall not be issued for operating costs;
- Approve the Debt Policy;
- Approve budgets sufficient to provide for the timely payment of principal and interest on all debt; and
- ~~Determine, in consultation with the City's Financial Advisor, the City's Bond Counsel, the City Attorney's Office, and City Finance Director, the most appropriate instrument for a proposed bond sale~~.
- Set parameters for bonds (maximum principal amount, interest rate, sale price) and set the final terms of any debt;
- Adopt an ordinance or resolution authorizing the issuance and sale of any debt and determine whether the execution of such a sale will be delegated to a designated representative, including the Finance Director, or any other other designated representative, as contemplated within the parameters for the delegation in RCW 39.46.040.

The Finance Director in consultation with the City Manager, Deputy City Manager, and Council shall:

- Assume primary responsibility for debt management;
- Provide for the issuance of debt at the lowest possible cost and risk;
- Determine the available debt capacity;
- Provide for the issuance of debt at appropriate intervals and in reasonable amounts as required to fund approved capital expenditures;
- Recommend to the City Council the method and manner of sale of debt that is most advantageous for the City;
- Monitor opportunities to refund debt and recommend such refunding as appropriate;
- Comply with all Internal Revenue Service (IRS), Securities and Exchange (SEC), and Municipal Securities Rulemaking Board (MSRB) rules and regulations governing the issuance of debt.
- Provide for the timely payment of principal and interest on all debt and ensure that the fiscal agent receives funds for payment of debt service on or before the payment date;
- Provide for and participate in the preparation and review of offering documents;

- Comply with all terms, conditions and disclosure required by the legal documents governing the debt issued;
- Submit to the City Council all recommendations when to issue debt;
- Distribute to appropriate repositories information regarding financial condition and affairs at such times and in the form required by law, regulation and general practice, including Rule 15c2-12 regarding continuing disclosure;
- Provide for the distribution of pertinent information to rating agencies; and
- Apply and promote prudent fiscal practices
- Appoint one or more subordinate employees from the Department as necessary to assist in the performance of duties to be carried out in this policy

Ethical Standards Governing Conduct
The members of the City Council will adhere to the requirements of the City's Code of Conduct and Ethics Program as well as RCW~~Chapter~~ 42.23 ~~RCW~~. City staff will adhere to the standards of conduct contained in the City's Employee Manual. The City Manager will adhere to the standards of conduct contained in the International City/County Manger's Association (ICMA) Code of Ethics or other standards specified upon appointment by the City Council.

Professional Services
The City shall procure professional services as required to execute financing transactions and to advise on non-transaction related work. Professional services may be provided by Municipal Advisors, Legal Counsel, underwriters, and other service providers such as rating agencies, trustees or escrow agents, verification agents, printers, arbitrage rebate calculation firms, or bidding agents. The City's Finance Department shall be responsible for the solicitation and selection of professional services that are required to administer the City's debt.

- Bond Counsel – Bond Counsel renders an opinion on the validity of an offering, the security for the offering, and whether and to what extent interest is exempt from income taxation.

  With the exception of debt issued by the State on the City's behalf, all debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the proposed debt. The opinion shall include confirmation that the City has met all city and state constitutional and statutory requirements necessary for issuance, a determination of the proposed debt's federal income tax status, and any other components necessary for the proposed debt.

  Unless otherwise justified, the appointment of Bond Counsel will be made from among nationally recognized law firms with significant operations in Washington State and expertise with Washington State law.

  The firm selected as Bond Counsel may be engaged to provide the full range of legal services required in connection with a) the successful issuance and delivery of particular bond issues and b) on-going legal services for the issuer financing programs, including advising the City on compliance with regulatory requirements. The scope of services may include, but not be limited to, preparation of the official statement and on-going disclosure requirements, review

of the legal structure of the bonds, tax advice, preparation of the official transcript and additional legal services as necessary for the issuance and on-going services related to Bonds.

- Financial Advisor – A Financial Advisor may be used to assist in the issuance and on-going administration of the City's debt. The Financial Advisor will provide the City with ~~the~~ objective advice and analysis on debt issuance. This includes, but is not limited to, monitoring of market opportunities, structuring~~,~~ and pricing of debt, ~~and~~ assistance in reviewing ~~preparing~~official statements of disclosure, monitoring the City's outstanding obligations, identifying refunding opportunities, and providing post sale analysis, including an issue summary and Final Report for the financing.

- Underwriters – An Underwriter will be used for all debt issued in a negotiated sale method. The Underwriter is responsible for purchasing negotiated debt and reselling the debt to investors.

- Escrow Agent – The City shall, when deemed necessary or when required for refunding or defeasance transactions, procure the services of an escrow agent. The purpose of the Escrow Agent is to hold in trust the securities and/or funds that are to be paid out for the purposes, and upon compliance with the conditions specified, in an escrow agreement.

- Arbitrage Calculation Firm – The City shall, when deemed necessary or when required, procure the services of an arbitrage rebate calculation firm. The purpose of the arbitrage rebate calculation firm is to provide arbitrage rebate compliance services in accordance with the Internal Revenue Code of 1986.

- Fiscal Agent – A fiscal agent will be used to provide accurate and timely securities processing and timely payment to bondholders. As provided under RCW 43.80, the City will use the Fiscal Agent selected by the State of Washington.

- Professional Service providers may be selected through a competitive selection process conducted by the Finance Director in consultation with City Attorney's Office. ~~The City Council shall approve the most qualified financial advisor/underwriter and bond counsel~~.

~~Debt Structure~~

~~Types of Debt Instruments:~~

~~The City may utilize several types of municipal debt obligations to finance long-term capital projects. Subject to the approval of City Council, the City is authorized to sell:~~

~~Unlimited Tax General Obligation Bonds~~ ~~– The City shall use Unlimited Tax General Obligation Bonds (UTGO), also known as "Voted General Obligation Bonds" as permitted under Article 7, Section 2(b) of the Washington State Constitution and laws of the state of Washington including, but not limited to, Chapters 39.36, 39.46 RCW and Chapter 84.52 RCW. UTGO Bonds are limited to capital purposes only. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance~~

costs associated with the project. UTGO Bonds are payable from excess tax levies and are subject to the assent of 60% of the voters at an election to be held for that purpose.

Limited Tax General Obligation Bonds – A Limited Tax General Obligation debt (LTGO), also known as "Non-Voted General Obligation Debt" or "Councilmanic Debt", requires the City to levy a property tax sufficient to meet its debt service obligations but only up to a statutory limit. The City shall use LTGO Bonds as permitted under Article 8, Section 6 of the Washington State Constitution and Chapter 39.46 RCW for general capital purposes only. LTGO Bonds are backed by the full faith and credit of the City and is payable from General Fund reserves and taxes collected by the City. LTGO Bonds will only be issued if:

- A project requires funding not available from alternative sources
- Matching fund monies are available which may be lost if not applied for in a timely manner; or,
- Emergency conditions exist

Revenue Bonds – The City shall use Revenue Bonds as permitted under RCW 39.46.150 and RCW 39.46.160 for the purpose of financing construction or improvements to facilities of enterprise systems operated by the City in accordance with the Capital Improvement Plan. No taxing power or general fund pledge is provided as security. Unlike general obligation bonds, revenue bonds are not subject to the City's statutory debt limitation nor is voter approval required.

Special Assessment/Local Improvement District Bonds – The City shall use Special Assessment Bonds as permitted under RCW 35A.40.080, for the purpose of assuring the greatest degree of public equity in place of general obligation bond as determined by Council. Local Improvement District (LID) Bonds represent debt that is repaid by the property owners who specifically benefit from the capital improvements through annual assessments paid to the City. LID's are formed by the City Council after a majority of property owners agree to the assessment. No taxing power or general fund pledge is provided as security, and LID Bonds are not subject to statutory debt limitations. The debt is backed by the value of the property within the district and a LID Guaranty Fund, as required by State Law.

Short Term Debt – The City shall use short term debt as permitted under Chapter 39.50 RCW, for the purpose of meeting any lawful purpose of the municipal corporation, including the immediate financing needs of a project for which long term funding has been secured but not yet received. The City may use inter-fund loans rather than outside debt instruments to meet short-term cash flow needs for the project. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of the funds will not impact the fund's current operations. All inter-fund loans will be subject to Council approval and will bear interest at prevailing rates.

Leases – The City is authorized to enter into capital leases under RCW 35.42.200, subject to the approval of City Council.

~~**Public Works Trust Fund Loans** – The City shall use Public Works Trust Fund Loans as provided under Chapter 43.155 RCW for the purpose of repairing, replacing or creating domestic water systems, sanitary sewer systems, storm sewer systems, roads, streets, solid waste/recycling facilities and bridges.~~

~~**Local Option Capital Asset Lending (LOCAL) Program Debt** – The City is authorized to enter into a financing contract with the Office of the State Treasurer under Chapter 39.94 RCW, for the purpose of financing equipment and capital needs through the State Treasurer's Office subject to existing debt limitations and financing considerations. The LOCAL Program is an expanded version of the state agency lease/purchase program that allows the pooling of funding into larger offerings of securities.~~

Transaction Specific Policies

Method of Sale – The ~~City~~ Finance Director shall evaluate and determine the best method of sale for each proposed bond issue. City Council approval is required prior to the issuance of debt.

1. **Competitive Bid Method** ~~– Any competitive sale of the City's debt will require the approval of City Council.~~ City debt issued on a competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the City.

The City, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriting team. Evaluations of prices, interest rates, fees and commissions shall include prevailing terms and conditions in the marketplace for comparable issuers. No debt issue will be sold on a competitive bid basis without an independent financial advisor.

2. **Negotiated Bid Method** – When a negotiated sale is deemed advisable (in consultation with City Council) the Finance Director shall negotiate the most competitive pricing on debt issues and broker commissions in order to ensure the best value to the City. If debt is sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, underwriting or remarketing fees and commissions.

The City, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriting team. Evaluations of prices, interest rates, fees and commissions shall include prevailing terms and conditions in the marketplace for comparable issuers. No debt issue will be sold on a negotiated basis without an independent financial advisor.

3. Private Placement/Direct Purchase/Bank Loan – When deemed appropriate to minimize the costs and risks of City's debt issue, including to facilitate a debt issuance of small size or having other characteristics which may cause the debt issuance to be less suited to sale in a public offering, whether by competitive bid or negotiated sale, the Finance Director will submit to the City Council a request to sell the debt issue through private placement/direct purchase/bank loan. If this option is authorized, the City shall seek two or more proposals. The Request for Proposal shall include a term sheet requesting quotes for financing alternatives

consistent with the Council's goals. The proposers' a) fees and rates b) terms and structure, and c) acceptance of the terms and conditions of the City may be factored into the evaluation of the final proposals.

~~3~~4. **Bond Refundings** – A debt refunding is a refinance of debt typically done to take advantage of lower interest rates. The City shall use refunding bonds in accordance with the Refunding Bond Act, Chapter 39.53 RCW. Unless otherwise justified, the City will refinance debt to achieve true savings as market opportunities arise. Refunding debt shall never be used for the purpose of avoiding debt service obligations. A target 5% minimum cost savings (discounted to its present value) of the outstanding amount over the remainder of the debt life must be demonstrated for any "advance refunding", unless otherwise justified. An "advance refunding" refers to the practice of taking the funds received from a new bond issuance to pay off a prior issue's debt.

The City, in consultation with its Financial Advisor, may also approve a "current refunding" transaction of an existing debt issue if the refunding demonstrates a positive present value savings over the remaining life of the debt. A current refunding is a refinance of debt between the call date and the final redemption date of the bond issuance. Unless otherwise justified, a current refunding transaction will require, at a minimum, a graduated present value savings of at least 3% of the outstanding amount.

~~4~~5. **Interfund Loans –** With Council approval, the City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected funds indicates excess funds are available and the use of the funds will not impact the fund's current operations. All interfund loans will bear interest based at prevailing rates and have terms consistent with state guidelines for interfund loans.

~~5~~6. **Special Assessments –** When issuing debt, the City shall strive to use special assessment, revenue, or other self-supporting bonds in lieu of general obligation bonds.

Limitations on Debt Issuance

1. The City shall remain in compliance with all debt limitations. As part of the annual budgeting process, a current summary of outstanding debt and compliance targets is prepared. The City shall observe the following limitations on debt issuance:

- **General Obligation** – Maximum of 2.5% of Assessed Value (RCW 39.36.020~~(2)(b)~~)
  - **Non-Voted:** 1.5% of Assessed Value **- (**Limited Tax General Obligation (LTGO) Bonds)
  - **Voted:** 2.5% of Assessed Value **- (**Unlimited Tax General Obligation (UTGO) Bonds)
- **Utilities – Voted:** Maximum of 2.5% of Assessed Value
- **Open Space and Park Facilities - Voted: –** Up to 2.5% of Assessed Value
- **Revenue Debt –** no limit
- **Local Improvement District –** no limit

2. Debt Limit Target: -The City will reserve $30 million of LTGO debt capacity, or 25% of the total legal limit (which statutory limit is 1. 5% of total city-wide assessed value), whichever is larger, for emergencies.

3. Net LTGO Debt Service: LTGO debt shall not be issued to the extent it would cause the net debt service that would become payable from the Tax Supported funds to exceed 25% of the total budgeted Tax Supported funds revenues for the current or subsequent year.

4. The City will plan and direct the use of debt so that debt service payments will be a predictable and manageable part of the Operating Budget.

5. When considering new debt, City finance staff will conduct a debt affordability analysis to evaluate the City's ability to support long-term debt. The analysis will review available resources for debt and project the effects utilizing a ten- year recurring revenues and expenditure capacity analysis financial modeling tool. The financial assumptions shall be reasonable and shall take into account appropriately chosen sets of inflation factors and an appropriate set of economic projections. The Administration's chosen assumptions for revenues, expenditure inflation factors and economic measures shall be disclosed to the Council.

Debt Structuring Practices
The following terms shall be applied to the City's debt transactions, as appropriate. Individual terms may change as dictated by the marketplace or the unique qualities of the transaction.

- **Maturity** –The City shall issue debt with an average life less than or equal to the average life of the assets being financed. Unless otherwise stated in law, the final maturity of the debt shall be no longer than 40 years (RCW 39.46.110).

- **Debt Service Structure** – Unless otherwise justified, debt service should be structured on a level basis. Refunding bonds should be structured to produce equal savings by fiscal year. If appropriate, debt service reserve funds may be used for revenue bonds.

- **Price Structure** – The City's long-term debt may include par, discount, and premium bonds. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures, given market conditions.

- **Call Provisions** – For each transaction, the City shall evaluate the costs and benefits of call provisions. In general, the City shall opt for the shortest possible optional call date consistent with optimal pricing.

- **Bond Insurance** – For each transaction, the City shall evaluate the costs and benefits of bond insurance or other credit enhancements. Any credit enhancement purchases by the City shall be competitively priced.

- **Tax-exemption** – Unless otherwise justified and deemed necessary, the City shall issue its debt on a tax-exempt basis.

- **Reimbursement resolution** – A reimbursement resolution may be adopted by City Council if the project hard costs are advanced prior to the bond sale.

Compliance Polices

Investment of Proceeds
The City shall comply with all applicable Federal, State, and contractual restrictions regarding the investment of bond proceeds. This includes compliance with restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some of the proceeds may be invested.

Arbitrage Liability Management
Due to the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the City shall solicit the advice of bond counsel and other qualified experts about arbitrage rebate calculations. The City shall, when deemed necessary or required, contract with a third party for preparation of the arbitrage rebate calculation.

The City shall maintain an internal system for tracking expenditure of bond proceeds and investment earnings. The expenditure of bond proceeds shall be tracked in the financial system by issue. Investments may be pooled for financial accounting purposes and for investment purposes. When investment of bond proceeds is co-mingled with other investments, the City shall adhere to IRS rules on accounting allocations.

Washington State Department of Commerce and the Bond Users Clearinghouse
The City shall ensure that the Washington State Department of Commerce and the Bond Users Clearinghouse receives municipal bond information for all debt sold as provided by RCW 39.44.200 – 39.44.240 and WAC 365-130.

Legal Covenants
The City shall comply with all covenants and conditions contained in governing law and any legal documents entered into at the time of a bond offering.

Continuing Disclosure
The City shall comply with SEC 15c-12 regulations, which require municipal debt issuers to provide specified financial and operating information for fiscal years beginning January 1, 1996. The Finance Director, or designee, shall be the Compliance Officer for disclosure requirements. The City is committed to provide or cause to be provided, either directly or through a designated agent, annual disclosure reports and notices regarding the occurrence of certain events specified by the SEC. These reports and notices will be submitted to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) website.

Other Policies

Periodic review
The City's debt policy shall be adopted by City Council. The policy shall be reviewed at least every two~~four~~ years by the Finance Director and modifications shall be submitted to and approved by City Council.

Credit Rating
The City of Bainbridge Island seeks to maintain the highest possible credit ratings for all categories of short and long-term General Obligation debt that can be achieved without compromising delivery of basic City services and achievement of adopted City policy objectives.

The City recognizes that external. economic, natural, or other events may from time-to-time affect the creditworthiness of its debt. Nevertheless, the City Council is committed to ensuring that actions within their control are prudent and consistent with the highest standards of public financial management, and supportive of the creditworthiness objectives defined in this policy.

CITY OF
BAINBRIDGE ISLAND

Debt Policy
Department of Finance and Administrative Services

Prepared by Finance Director DeWayne Pitts
Revised April 12, 2022

Table of Contents

Policy 1
Purpose and Overview 2
Authoritative Guidance 2
Debt Structure 3
Roles and Responsibilities 5
Transaction Specific Policies 7-10
Compliance Policies 10-11
Other Policies 11

Purpose and Overview

The Debt Policy for the City of Bainbridge Island is established to help ensure that all debt is issued both prudently and cost effectively. The Debt Policy sets forth comprehensive guidelines for the issuance and management of all financings of the Issuer. Adherence to the policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations.

The City maintains conservative financial policies to ensure strong financial health in both the short- and long-term. Maintaining the City's strong bond rating is an important objective of the City's financial policies.

Capital planning

The City shall integrate its debt issuance with its Capital Improvement Program (CIP) spending to ensure that planned financing conforms to policy targets regarding the level and composition of outstanding debt. This planning considers the long-term horizon, paying attention to financing priorities, capital outlays and competing projects. Long-term borrowing shall be confined to the acquisition and/or construction of capital improvements and shall not be used to fund operating or maintenance costs.

Authoritative Guidance

Legal Governing Principles
In the issuance and management of debt, the City shall comply with the state constitution and with all other legal requirements imposed by federal, state, and local rules and regulations, as applicable.

State Statutes – The City may contract indebtedness as provided for by RCW 35A.40.090. General Obligation indebtedness is subject to the limitations on indebtedness provided for in RCW 39.36.020 and Article VIII of the Washington State Constitution. Bonds evidencing such indebtedness shall be issued and sold in accordance with RCW 39.46.

Federal Rules and Regulations – The City shall issue and manage debt in accordance with the limitations and constraints imposed by federal rules and regulations including the Internal Revenue Code of 1986, as amended; the Treasury Department regulations there under; and the Securities Acts of 1933 and 1934.

Local Rules and Regulations – The City shall issue and manage debt in accordance with the limitations and constraints imposed by local rules and regulations.

Debt Structure

Types of Debt Instruments:
The City may utilize several types of municipal debt obligations to finance long-term capital projects. Subject to the approval of City Council, the City is authorized to issue:

General Obligation Bonds
Debt issued in this category can be used for any purpose allowed by law. This debt is backed by the full faith and credit of the City. RCW 39.36.020 limits debt to 2.5% of the assessed valuation of the city for each of three purposes:

Limited Tax General Obligation Bonds – A Limited-Tax General Obligation debt (LTGO), also known as "Non-Voted General Obligation Debt" or "Councilmanic Debt", requires the City to levy a property tax sufficient to meet its debt service obligations but only up to a statutory limit. The City shall use LTGO Bonds as permitted under Article 8, Section 6 of the Washington State Constitution and RCW 39.36 for general capital purposes only. LTGO Bonds are backed by the full faith and credit of the City and is payable from General Fund reserves and taxes collected by the City. LTGO Bonds will only be issued if:

- A project requires funding not available from alternative sources
- Matching fund monies are available which may be lost if not applied for in a timely manner; or,
- Emergency conditions exist

Unlimited Tax General Obligation Bonds – The City shall use Unlimited Tax General Obligation Bonds (UTGO), also known as "Voted General Obligation Bonds" as permitted under Article 7, Section 2(b) of the Washington State Constitution and laws of the state of Washington including, but not limited to, Chapters 39.36, 39.46 RCW and RCW 84.52. UTGO Bonds are limited to capital purposes only. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project. UTGO Bonds are payable from excess tax levies and are subject to the assent of 60% of the voters at an election to be held for that purpose.

Open Space and Parks - Debt issued in this category must be used for park and open space and/or recreation facilities. All debt in this category must be approved by the voters.

Utilities - Debt issued in this category must be used for utility infrastructure. All debt in this category must be approved by the voters.

Revenue Bonds – The City shall use Revenue Bonds as permitted under RCW 39.46.150 and RCW 39.46.160 for the purpose of financing construction or improvements to facilities of enterprise systems operated by the City in accordance with the Capital Improvement Plan. No taxing power or general fund pledge is provided as security. Unlike general obligation bonds, revenue bonds are not subject to the City's statutory debt limitation nor is voter approval required.

Special Assessment/Local Improvement District (LID) Bonds – The City shall use Special Assessment Bonds as permitted under RCW 35.43 for the purpose of assuring the greatest degree of public equity in place of general obligation bond as determined by Council. Local Improvement District Bonds represent debt that is repaid by the property owners who specifically benefit from the capital improvements through annual assessments paid to the City. LID's are formed by the City Council after a majority of property owners agree to the assessment. No taxing power or general fund pledge is provided as security, and LID Bonds are not subject to statutory debt limitations. The debt is backed by the value of the property within the district and a LID Guaranty Fund, as required by State Law.

Short Term Debt – The City shall use short term debt as permitted under RCW 39.50, for the purpose of meeting any lawful purpose of the municipal corporation, including the immediate financing needs of a project for which long term funding has been secured but not yet received. The City may use inter-fund loans rather than outside debt instruments to meet short-term cash flow needs for the project. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of the funds will not impact the fund's current operations. All inter-fund loans will be subject to Council approval and will bear interest at prevailing rates.

Leases – The City is authorized to enter into capital leases under RCW 35.42.200, subject to the approval of City Council.

Public Works Trust Fund Loans – The City shall use Public Works Trust Fund Loans as provided under RCW 43.155-for the purpose of repairing, replacing or creating domestic water systems, sanitary sewer systems, storm sewer systems, roads, streets, solid waste/recycling facilities and bridges.

Local Option Capital Asset Lending (LOCAL) Program Debt – The City is authorized to enter into a financing contract with the Office of the State Treasurer under RCW 39.94, for the purpose of financing equipment and capital needs through the State Treasurer's Office subject to existing debt limitations and financing considerations. The LOCAL Program is an expanded version of the state agency lease/purchase program that allows the pooling of funding into larger offerings of securities.

Other Debt Instruments – The City is authorized to enter into other forms of debt instruments in consultation with the Financial Advisor subject to State law and the approval of City Council.

Roles and Responsibilities

The City Council shall:

- Approve all indebtedness;
- Approve debt financing only for capital projects or to refund outstanding debt; debt shall not be issued for operating costs;
- Approve the Debt Policy;
- Approve budgets sufficient to provide for the timely payment of principal and interest on all debt; and
- Set parameters for bonds (maximum principal amount, interest rate, sale price) and set the final terms of any debt;
- Adopt an ordinance or resolution authorizing the issuance and sale of any debt and determine whether the execution of such a sale will be delegated to a designated representative, including the Finance Director, or any other other designated representative, as contemplated within the parameters for the delegation in RCW 39.46.040.

The Finance Director in consultation with the City Manager, Deputy City Manager, and Council shall:

- Assume primary responsibility for debt management;
- Provide for the issuance of debt at the lowest possible cost and risk;
- Determine the available debt capacity;
- Provide for the issuance of debt at appropriate intervals and in reasonable amounts as required to fund approved capital expenditures;
- Recommend to the City Council the method and manner of sale of debt that is most advantageous for the City;
- Monitor opportunities to refund debt and recommend such refunding as appropriate;
- Comply with all Internal Revenue Service (IRS), Securities and Exchange (SEC), and Municipal Securities Rulemaking Board (MSRB) rules and regulations governing the issuance of debt.
- Provide for the timely payment of principal and interest on all debt and ensure that the fiscal agent receives funds for payment of debt service on or before the payment date;
- Provide for and participate in the preparation and review of offering documents;
- Comply with all terms, conditions and disclosure required by the legal documents governing the debt issued;
- Submit to the City Council all recommendations when to issue debt;
- Distribute to appropriate repositories information regarding financial condition and affairs at such times and in the form required by law, regulation and general practice,

including Rule 15c2-12 regarding continuing disclosure;
- Provide for the distribution of pertinent information to rating agencies; and
- Apply and promote prudent fiscal practices
- Appoint one or more subordinate employees from the Department as necessary to assist in the performance of duties to be carried out in this policy

Ethical Standards Governing Conduct
The members of the City Council will adhere to the requirements of the City's Code of Conduct and Ethics Program as well as RCW 42.23 City staff will adhere to the standards of conduct contained in the City's Employee Manual. The City Manager will adhere to the standards of conduct contained in the International City/County Manger's Association (ICMA) Code of Ethics or other standards specified upon appointment by the City Council.

Professional Services
The City shall procure professional services as required to execute financing transactions and to advise on non-transaction related work. Professional services may be provided by Municipal Advisors, Legal Counsel, underwriters, and other service providers such as rating agencies, trustees or escrow agents, verification agents, printers, arbitrage rebate calculation firms, or bidding agents. The City's Finance Department shall be responsible for the solicitation and selection of professional services that are required to administer the City's debt.

- Bond Counsel – Bond Counsel renders an opinion on the validity of an offering, the security for the offering, and whether and to what extent interest is exempt from income taxation.

  With the exception of debt issued by the State on the City's behalf, all debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the proposed debt. The opinion shall include confirmation that the City has met all city and state constitutional and statutory requirements necessary for issuance, a determination of the proposed debt's federal income tax status, and any other components necessary for the proposed debt.

  Unless otherwise justified, the appointment of Bond Counsel will be made from among nationally recognized law firms with significant operations in Washington State and expertise with Washington State law.

  The firm selected as Bond Counsel may be engaged to provide the full range of legal services required in connection with a) the successful issuance and delivery of particular bond issues and b) on-going legal services for the issuer financing programs, including advising the City on compliance with regulatory requirements. The scope of services may include, but not be limited to, preparation of the official statement and on-going disclosure requirements, review of the legal structure of the bonds, tax advice, preparation of the official transcript and additional legal services as necessary for the issuance and on-going services related to Bonds.

- Financial Advisor – A Financial Advisor may be used to assist in the issuance and on-going administration of the City's debt. The Financial Advisor will provide the City with objective

advice and analysis on debt issuance. This includes, but is not limited to, monitoring of market opportunities, structuring, and pricing of debt, assistance in reviewing official statements of disclosure, monitoring the City's outstanding obligations, identifying refunding opportunities, and providing post sale analysis, including an issue summary and Final Report for the financing.

- Underwriters – An Underwriter will be used for all debt issued in a negotiated sale method. The Underwriter is responsible for purchasing negotiated debt and reselling the debt to investors.

- Escrow Agent – The City shall, when deemed necessary or when required for refunding or defeasance transactions, procure the services of an escrow agent. The purpose of the Escrow Agent is to hold in trust the securities and/or funds that are to be paid out for the purposes, and upon compliance with the conditions specified, in an escrow agreement.

- Arbitrage Calculation Firm – The City shall, when deemed necessary or when required, procure the services of an arbitrage rebate calculation firm. The purpose of the arbitrage rebate calculation firm is to provide arbitrage rebate compliance services in accordance with the Internal Revenue Code of 1986.

- Fiscal Agent – A fiscal agent will be used to provide accurate and timely securities processing and timely payment to bondholders. As provided under RCW 43.80, the City will use the Fiscal Agent selected by the State of Washington.

- Professional Service providers may be selected through a competitive selection process conducted by the Finance Director in consultation with City Attorney's Office.

Transaction Specific Policies

Method of Sale – The Finance Director shall evaluate and determine the best method of sale for each proposed bond issue. City Council approval is required prior to the issuance of debt.

1. **Competitive Bid Method** City debt issued on a competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the City.

The City, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriting team. Evaluations of prices, interest rates, fees and commissions shall include prevailing terms and conditions in the marketplace for comparable issuers. No debt issue will be sold on a competitive bid basis without an independent financial advisor.

2. **Negotiated Bid Method** – When a negotiated sale is deemed advisable (in consultation with City Council) the Finance Director shall negotiate the most competitive pricing on debt issues and broker commissions in order to ensure the best value to the City. If debt is sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, underwriting or remarketing fees and commissions.

The City, with the assistance of its Financial Advisor, shall evaluate the terms offered by the underwriting team. Evaluations of prices, interest rates, fees and commissions shall include prevailing terms and conditions in the marketplace for comparable issuers. No debt issue will be sold on a negotiated basis without an independent financial advisor.

3. Private Placement/Direct Purchase/Bank Loan – When deemed appropriate to minimize the costs and risks of City's debt issue, including to facilitate a debt issuance of small size or having other characteristics which may cause the debt issuance to be less suited to sale in a public offering, whether by competitive bid or negotiated sale, the Finance Director will submit to the City Council a request to sell the debt issue through private placement/direct purchase/bank loan. If this option is authorized, the City shall seek two or more proposals. The Request for Proposal shall include a term sheet requesting quotes for financing alternatives consistent with the Council's goals. The proposers' a) fees and rates b) terms and structure, and c) acceptance of the terms and conditions of the City may be factored into the evaluation of the final proposals.

4. **Bond Refundings** – A debt refunding is a refinance of debt typically done to take advantage of lower interest rates. The City shall use refunding bonds in accordance with the Refunding Bond Act, Chapter 39.53 RCW. Unless otherwise justified, the City will refinance debt to achieve true savings as market opportunities arise. Refunding debt shall never be used for the purpose of avoiding debt service obligations. A target 5% minimum cost savings (discounted to its present value) of the outstanding amount over the remainder of the debt life must be demonstrated for any "advance refunding", unless otherwise justified. An "advance refunding" refers to the practice of taking the funds received from a new bond issuance to pay off a prior issue's debt.

The City, in consultation with its Financial Advisor, may also approve a "current refunding" transaction of an existing debt issue if the refunding demonstrates a positive present value savings over the remaining life of the debt. A current refunding is a refinance of debt between the call date and the final redemption date of the bond issuance. Unless otherwise justified, a current refunding transaction will require, at a minimum, a graduated present value savings of at least 3% of the outstanding amount.

5. **Interfund Loans –** With Council approval, the City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected funds indicates excess funds are available and the use of the funds will not impact the fund's current operations. All interfund loans will bear interest based at prevailing rates and have terms consistent with state guidelines for interfund loans.

6. **Special Assessments –** When issuing debt, the City shall strive to use special assessment, revenue, or other self-supporting bonds in lieu of general obligation bonds.

Limitations on Debt Issuance

1. The City shall remain in compliance with all debt limitations. As part of the annual budgeting process, a current summary of outstanding debt and compliance targets is prepared. The City shall observe the following limitations on debt issuance:

- **General Obligation** – Maximum of 2.5% of Assessed Value (RCW 39.36.020)
  - **Non-Voted:** 1.5% of Assessed Value **- (**Limited Tax General Obligation (LTGO) Bonds)
  - **Voted:** 2.5% of Assessed Value **- (**Unlimited Tax General Obligation (UTGO) Bonds)
- **Utilities – Voted:** Maximum of 2.5% of Assessed Value
- **Open Space and Park Facilities - Voted: –** Up to 2.5% of Assessed Value
- **Revenue Debt –** no limit
- **Local Improvement District –** no limit

2. Debt Limit Target: -The City will reserve $30 million of LTGO debt capacity, or 25% of the total legal limit (which statutory limit is 1. 5% of total city-wide assessed value), whichever is larger, for emergencies.

3. Net LTGO Debt Service: LTGO debt shall not be issued to the extent it would cause the net debt service that would become payable from the Tax Supported funds to exceed 25% of the total budgeted Tax Supported funds revenues for the current or subsequent year.

4. The City will plan and direct the use of debt so that debt service payments will be a predictable and manageable part of the Operating Budget.

5. When considering new debt, City finance staff will conduct a debt affordability analysis to evaluate the City's ability to support long-term debt. The analysis will review available resources for debt and project the effects utilizing a ten- year recurring revenues and expenditure capacity analysis financial modeling tool. The financial assumptions shall be reasonable and shall take into account appropriately chosen sets of inflation factors and an appropriate set of economic projections. The Administration's chosen assumptions for revenues, expenditure inflation factors and economic measures shall be disclosed to the Council.

Debt Structuring Practices
The following terms shall be applied to the City's debt transactions, as appropriate. Individual terms may change as dictated by the marketplace or the unique qualities of the transaction.

- **Maturity** –The City shall issue debt with an average life less than or equal to the average life of the assets being financed. Unless otherwise stated in law, the final maturity of the debt shall be no longer than 40 years (RCW 39.46.110).

- **Debt Service Structure** – Unless otherwise justified, debt service should be structured on a level basis. Refunding bonds should be structured to produce equal savings by fiscal year. If appropriate, debt service reserve funds may be used for revenue bonds.

- **Price Structure** – The City's long-term debt may include par, discount, and premium bonds. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures, given market conditions.

- **Call Provisions** – For each transaction, the City shall evaluate the costs and benefits of call provisions. In general, the City shall opt for the shortest possible optional call date consistent with optimal pricing.

- **Bond Insurance** – For each transaction, the City shall evaluate the costs and benefits of bond insurance or other credit enhancements. Any credit enhancement purchases by the City shall be competitively priced.

- **Tax-exemption** – Unless otherwise justified and deemed necessary, the City shall issue its debt on a tax-exempt basis.

- **Reimbursement resolution** – A reimbursement resolution may be adopted by City Council if the project hard costs are advanced prior to the bond sale.

Compliance Polices

Investment of Proceeds
The City shall comply with all applicable Federal, State, and contractual restrictions regarding the investment of bond proceeds. This includes compliance with restrictions on the types of investment securities allowed, restrictions on the allowable yield of invested funds as well as restrictions on the time period over which some of the proceeds may be invested.

Arbitrage Liability Management
Due to the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the City shall solicit the advice of bond counsel and other qualified experts about arbitrage rebate calculations. The City shall, when deemed necessary or required, contract with a third party for preparation of the arbitrage rebate calculation.

The City shall maintain an internal system for tracking expenditure of bond proceeds and investment earnings. The expenditure of bond proceeds shall be tracked in the financial system by issue. Investments may be pooled for financial accounting purposes and for investment purposes. When investment of bond proceeds is co-mingled with other investments, the City shall adhere to IRS rules on accounting allocations.

Washington State Department of Commerce and the Bond Users Clearinghouse
The City shall ensure that the Washington State Department of Commerce and the Bond Users Clearinghouse receives municipal bond information for all debt sold as provided by RCW 39.44.200 – 39.44.240 and WAC 365-130.

Legal Covenants
The City shall comply with all covenants and conditions contained in governing law and any legal documents entered into at the time of a bond offering.

Continuing Disclosure
The City shall comply with SEC 15c-12 regulations, which require municipal debt issuers to provide specified financial and operating information for fiscal years beginning January 1, 1996. The Finance Director, or designee, shall be the Compliance Officer for disclosure requirements. The City is committed to provide or cause to be provided, either directly or through a designated agent, annual disclosure reports and notices regarding the occurrence of certain events specified by the SEC. These reports and notices will be submitted to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) website.

Other Policies

Periodic review
The City's debt policy shall be adopted by City Council. The policy shall be reviewed at least every two years by the Finance Director and modifications shall be submitted to and approved by City Council.

Credit Rating
The City of Bainbridge Island seeks to maintain the highest possible credit ratings for all categories of short and long-term General Obligation debt that can be achieved without compromising delivery of basic City services and achievement of adopted City policy objectives.

The City recognizes that external. economic, natural, or other events may from time-to-time affect the creditworthiness of its debt. Nevertheless, the City Council is committed to ensuring that actions within their control are prudent and consistent with the highest standards of public financial management, and supportive of the creditworthiness objectives defined in this policy.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2022-09 Replacing and Revising the City Investment Policy - Finance,

SUMMARY: The City has not updated its investment policy since 1993. This resolution would repeal the existing policy as adopted by Resolution 1993-52 and later revised by Resolution 2021-19 and replace it with an updated policy as shown in Exhibit A to reflect changes in City code and incorporate best practices.

Key elements of the revised policy include:
* Updated suitable and authorized investments that now includes Local Investment pools (such as Kitsap County), Municipal debt of the State of Washington or other states provided they have one of the three highest credit ratings, certificate of deposit with financial institutions qualified under the State of Washington and various US government obligations
* Includes Investment Diversification requirements and constraints
* Defines Standards of Care, Ethics and Conflicts of Interest
* Delegates overall management of the City's investment program to the Finance Director or designee that defines strict safekeeping and custody standards that must be followed

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

RECOMMENDED MOTION: Adopt Resolution No. 2022-09 revising the City Investment Policy.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City Council is responsible for setting financial policies for the City. As part of the 2023-2024 biennial budget process, the City Administration is requesting that the Council to update the financial and budgetary policies that were adopted by the City prior to 2022. The City's investment policy was last updated in 1993 via Resolution No. 93-52 and needs replacing to to reflect changes in City Code and incorporate best practices.

The revised policy prioritizes safety, liquidity, and return on investment while maintaining compliance with all federal, state, and local laws and regulations. State law limits the type of investments governmental entities may use. Acceptable securities includes US treasuries, US agencies, US corporate debt and limited other low risk securities as well as the Kitsap County Investment Pool. Currently, the City maintains approximately $46 million in the Kitsap County Investment Pool and $15 million in the State investment pool.

Key elements of the revised policy include:

* Updated suitable and authorized investments that now includes Local Investment pools (such as Kitsap County), Municipal debt of the State of Washington or other statues provided they have one of the three highest credit ratings, certificate of deposit with financial institutions qualified under the State of Washington and various US government obligations

* Includes Investment Diversification and Constraints

* Defines Standards of Care, Ethics and Conflicts of Interest

* Delegates overall management of the City's investment program to the Finance Director or designee that defines strict safekeeping and custody standards that must be followed

The City submitted the draft investment policy in the packet to the Washington State Public Treasurer Association (WPTA) for a best practices technical review. As a result, the City will be receiving a certification award (see attached letter).

Resolution Nos. 2022-07, 2022-08, 2022-09 and 2022-10 are included together for Council consideration.

ATTACHMENTS:

Resolution No. 2022-09 Updating the City Investment Policy.docx

Resolution No. 2022-09 Exhibit A - Investment Policy Update.docx

WPTA City of Bainbridge Island Decision Letter - Final_03.2022.pdf

RES 93-52 - COBI Investment Policy.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2022-09

A RESOLUTION of the City Council of Bainbridge Island, Washington, relating to updating the City's Investment Policy.

WHEREAS, the City Council ("Council") is responsible for setting financial policies for the City of Bainbridge Island ("City"); and

WHEREAS, state law, including Chapter 35A.33 RCW, provides guidance for budgets in Code Cities; and

WHEREAS, in accordance with Chapter 35A.34 RCW and Chapter 2.82 BIMC, the City prepares a biennial budget with a mid-biennial review; and

WHEREAS, the City Administration ("Administration") requested, as part of the 2023-2024 biennial budget process, that the Council update the financial and budgetary policies that were adopted by the City prior to 2022; and

WHEREAS, the City Council has determined that section 3.12.010 of the Bainbridge Island Municipal Code ("BIMC")relates to the contents of the City's investment policy

WHEREAS, the City of Bainbridge Island periodically invests excess funds in the Kitsap County Investment Pool; and

WHEREAS, Chapter 3.12 BIMC includes the adoption of the City's investment program; and

WHEREAS, Chapter 3.12 BIMC directs that any modifications to the City's investment program policies must be approved by the City Council; and

WHEREAS, the Council last updated the City's Investment in December 1993 through the passage of Resolution No. 1993-52 and was amended through the passage of Resolution No. 2021-19 that revised Section 5 Delegation of Authority; and

WHEREAS, the City Council now desires to replace and update the City's Investment Policy to reflect changes in City Code, clarify certain sections, and incorporate current best practices.

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

Section 1. The investment policy adopted by Resolution No. 1993-52 and revised by Resolution No. 2021-19 is hereby repealed in its entirety and replaced as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of April, 2022.

APPROVED by the Mayor this ___ day of April, 2022.

_____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 8, 2022
PASSED BY THE CITY COUNCIL:	April ____, 2022
RESOLUTION NO.	2022-09

Exhibit A – Investment Policy

CITY OF
BAINBRIDGE ISLAND

INVESTMENT POLICY

Effective Date: April 12, 2022

I. POLICY

It is the policy of the City of Bainbridge Island ("City") to invest public funds in a manner which will provide maximum security with the highest investment return while meeting the City's daily cash flow demands and conforming to all federal, state, and local laws and regulations governing the investment of public funds. The City's primary investment objectives in order of priority shall be safety, liquidity, and yield (return on investment).

II. Governing Authority

The City's investment authority derives from the Revised Code of Washington ("RCW"), including:

- RCW 35A.40.050 – "Fiscal; - Investment of Funds"
- RCW 39.58 – "Public funds – deposits and investments"
- RCW 39.59 – "Public Funds – Authorized Investments"
- RCW 43.250 – "Investment of Local Government Funds – Separately Managed Accounts"
- Bainbridge Island Municipal Code ("BIMC") - Chapter 3.12 "Investment of City Funds"

III. Scope

This policy applies to all financial assets of the City. These funds are reported for in the City's Annual Comprehensive Financial Report. Should bond covenants be more restrictive than this policy, such funds shall be invested in full compliance with those restrictions.

IV. Objectives

The primary objectives of investment activities, in order of priority, shall be safety, liquidity, and return:

1. *Safety*

   Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

   a. Credit Risk

      The City will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer, by:

      - Limiting investments to the types of securities listed in Section VIII of this investment policy.
      - Prequalifying and conducting ongoing due diligence of the financial institutions,

broker/dealers, intermediaries, and advisors with which the City will do business in accordance with Section VI.
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
- Structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing primarily in shorter-term securities, or similar investment pools, and limiting individual security maturity as well as the average maturity of the portfolio in accordance with Section IX.

2. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in local government investment pools which offer same-day or next-day liquidity for short-term funds.

3. *Return on Investment*

The return on the City's investment portfolio is of secondary importance compared to the safety and liquidity objectives described above. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Securities shall generally be held until maturity with the following exceptions:
- A security with declining credit may be sold early to minimize loss of principal.
- Selling a security and reinvesting the proceeds may be undertaken to improve the quality, yield, or target duration of the portfolio; and
- Unanticipated liquidity needs may require a security be sold.

V. Standards of Care

1. *Prudence*

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio under prevailing economic conditions at the moment of investment commitments. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to minimize adverse developments.

In determining whether an Investment official has exercised prudence with respect to an investment decision, the determination shall take into consideration the investment of all funds over which the official had responsibility rather than the prudence of a single investment, and, whether the investment decision was consistent with this investment policy.

2. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material interests in financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. *Delegation of Authority*

a. Governing Body

Ultimate responsibility and authority for investment of City funds resides with the City Council who have the authority to direct the management to the City's investment program.

b. Authority

Overall management of the City's investment program is delegated by the Council to the Director of Finance and Administrative Services ("Director") who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director. The Director, or their designee, shall be responsible for all transactions undertaken in the portfolio based on the liquidity and cash flow requirements of the City and their respective funds. In addition, the Director, or their designee, shall establish a system of controls to regulate the activities of subordinate officials.

c. Investment Advisor

The City may engage the services of an external investment advisor, and the State Treasurer's Separately Managed Account services, to assist with the management of the City's investment portfolio in a manner consistent with the City's objectives and this investment policy. Such advisors shall provide recommendations and advice regarding the City's investment program including but not limited to advice related to the purchase and sale of investments in accordance with this investment policy.

VI. Authorized Financial Institutions, Depositories, and Broker/Dealers

Selection of a primary bank for the City general banking services will be made by the City Council. The Director shall maintain a list of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by creditworthiness and/or other factors, such as Financial Industry Regulatory Authority ("FINRA") broker check. Additions and deletions to the lists will be at the sole discretion of the City. This responsibility may be placed with the investment advisor and the approved lists provided to the City as updates occur.

Broker/dealers will be limited to those that meet three or more of the following:

- Financial institutions approved by the State of Washington Public Deposit Protection Commission ("PDPC") and that meet all regulatory capital requirements.
- Primary broker/dealers recognized by the Federal Reserve.
- Non-primary broker/dealers qualified under Security Exchange Commission ("SEC") rule 15C3-1 and that are a certified member of FINRA (not applicable to Certificate of Deposit counterparties).
- Proof of state registration.
- Certification of having read, understood, and agreed to compliance with the City's investment policy.
- Evidence of adequate insurance coverage.

Investment advisors must be registered under the Investment Advisor Act of 1940, must act in a non-discretionary capacity, and must receive prior approval from the City for all investment transactions.

VII. Safekeeping and Custody

1. *Delivery vs. Payment*

All trades of marketable securities will be executed by delivery vs. payment ("DVP") to ensure securities are deposited in an eligible custodial account prior to release of funds.

2. *Safekeeping*

All securities will be held in the City's name by an independent third-party custodian

selected by the City. This safekeeping institution shall annually provide a copy of their most recent report on internal controls.

3. *Internal Controls*
The City shall establish a system of internal controls, designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by City employees and officers. The internal controls are subject to review by the City's independent external auditor.

VIII. Suitable and Authorized Investments

The City may only invest in those securities and deposits authorized by statute. Authorized investments include:

- U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government.
- U.S. government agency obligations that have a liquid market with a readily determinable market value.
- Certificates of deposit with financial institutions qualified under the State of Washington PDPC, as qualified to hold public deposits at the time of investment.
- Municipal debt of the State of Washington and any local government in the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized credit rating agency.
- Municipal debt of other states or local governments of a state other than the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized credit agency.
- State of Washington Local Governmental Investment Pool (LGIP).
- Local County investment pools operating in the State of Washington as defined under the RCW 36.29.020.

Bank Collateralization
Washington State provides for collateralization of certificates of deposit with qualified public depositories. The State Treasurer's Office administers the PDPC which manages the collateralization program. Chapter 39.58 RCW prohibits certificates of deposit with financial institutions that are not qualified public depositories.

IX. Investment Diversification and Constraints

1. *Diversification*
It is the policy of the City to diversify its investment portfolios. To eliminate risk of loss resulting from the overconcentration of assets in specific maturities, issuers, or classes of securities, the City's investment portfolio shall be diversified by maturity, issuer, and security type. In establishing specific diversification strategies, the following general

constraints shall apply:

U.S. Treasury Obligations	100%
State of Washington Local Governmental Investment Pool	100%
U.S. Government Agency Obligations	90%
Other Washington State County government investment pools	70%
Certificates of deposit in PDPC qualified public depositories	40%
Municipal debt of the State of Washington or any local government in the State of Washington	20%
Municipal debt of other states or local governments of a state other than the State of Washington	15%

2. *Maximum Maturities*

To the extent possible, and to preclude sales of securities that could result in a loss, the City shall attempt to match its investments with anticipated cash flow needs. Because of the inherent difficulties in accurately forecasting cash flow needs, a portion of the portfolio should be continuously invested in readily available funds to ensure appropriate liquidity is maintained to meet ongoing obligations.

A. To this extent, at least 20% of the portfolio, at the time of investment, will be comprised of investments maturing within a year.

B. Satisfying this requirement, remaining funds may be invested in authorized securities not to exceed five years in maturity, except when compatible with a specific fund's investment needs.

C. To ensure additional liquidity and provide for ongoing market opportunity the weighted average maturity and modified duration of the overall portfolio shall not exceed three years without the prior written approval of the Director.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a single issuer or investment type may be exceeded at a point in time after the purchase of a single issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

X. Reporting

1. *Methods*

The Director, or designee, shall prepare an investment report at least semi-annually, including a management summary that provides an analysis of the status of the current investment portfolio. The management summary will be prepared in a manner which

allows the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be posted on the Finance Department's website and include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- Performance of portfolio as compared to applicable benchmarks.
- Percentage of the total portfolio which each type of investment represents.
- A statement that the investment portfolio complies with the investment policy and is meeting the investment policy objectives.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates, considering investment risk constraints and cash flow/liquidity needs. An appropriate benchmark shall be established against which portfolio performance shall be compared on a regular basis. The benchmark shall be reflective of the actual securities being purchased and risks undertaken and shall have a similar weighted average maturity as the portfolio.

XI. Approval of Investment Policy

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed at least biennially by the Director, or designee, to ensure its consistency with respect to the overall objectives of safety, liquidity, and return, and its relevance to current laws and financial practices. Any proposed amendments shall be reviewed by the Director and City Manager and forwarded to the City Council for consideration and adoption.

XII. Glossary

ASSET – Available funds, for payment of debts.

AVERAGE MATURITY – A weighted average of the expiration dates for a portfolio's securities. An income fund's volatility can be managed by shortening or lengthening the average maturity of its portfolio.

BOND – A long-term debt security, or IOU, issued by a government or corporation that generally pays a stated rate of interest and returns the face value on the maturity date.

BROKER – A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

CERTIFICATES OF DEPOSIT – Certificates of Deposit, familiarly known as CDs, are certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of

issuance.

COLLATERAL – Property (as securities) pledged by a borrower to protect the interest of the lender.

COUNTY INVESTMENT POOL (Washington State) – An investment option available to municipalities who invest, by law, through a County Treasurer and other public entities who sign Investment Services Agreements with the Treasurer. To participate in the Pool, a participant must enact an ordinance or adopt a resolution and sign an Investment Services Agreement with a County Treasurer's Office.

CREDIT QUALITY – Measurement of a bond issuer's financial strength. This measurement helps an investor understand an issuer's ability to make timely interest payments and repay the loan principal at maturity. Generally, the higher a bond issuer's credit quality, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK – The risk another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third-party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type or with any one party.

CUSTODIAN – An independent third party (usually bank or trust company) that holds securities in safekeeping as an agent for the investor.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VS PAYMENT – There are two methods of delivery of securities: Delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DIVERSIFICATION – Investing in a variety of securities and institutions to minimize market risk.

EFFECTIVE RATE – The yield you would receive on a debt security over a period of time taking into account any compounding effect.

FEDERAL AGENCY SECURITIES – Several government-sponsored agencies, in recent years, have issued short and long-term notes. Such notes typically are issued through dealers, mostly investment banking houses. The main issuing institutions are the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank System (FHLB), and the Federal Farm Credit Bank System (FFCB).

FEDERAL DEPOSIT INSURANCE (FDIC) – A Federal institution that insures bank deposits. The current limit is up to $100,000 per depository account.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) – An independent, nongovernmental organization that writes and enforces rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to safeguard the investing public against fraud and bad practices." It is considered a self-regulatory organization.

GOVERNMENT SECURITY – Any debt obligation issued by the U.S. government, its agencies, or instrumentalities. Certain securities, such as Treasury bonds are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Federal Home Loan Mortgage Corporation, or Freddie Mac, are backed by the issuing agency.

LIQUIDATION – Conversion into cash.

LIQUIDITY – Refers to the ease and speed with which an asset can be converted into cash without a substantial loss in value.

LOSS – The excess of the cost or book value of an asset over selling price.

MARKETABILITY – Ability to sell large blocks of money market instruments quickly and at competitive prices.

MARKET RISK – The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value. The risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline.

MARKET VALUE – The price at which a security is trading and could presumably be sold.

MATURITY – The point in time when a security becomes due and the principal and interest or final coupon payment is paid to the investor.

MUNICIPAL DEBT – Debt securities issued by states, cities, counties, and other governmental entities with funds typically used for capital projects. Generally, interest on municipal bonds is exempt from federal income taxes and often from state and local taxes also.

NATIONALLLY RECOGNIZED RATING AGENCY – A credit rating agency that issues credit ratings the U. S Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

NET WORTH – A financial institutions available funds after total liabilities have been deducted from total assets.

PRUDENCE – The ability to govern and discipline oneself using reason. Shrewdness in the management of affairs. The ability to use skill and good judgment in the use of resources.

PUBLIC FUND INTEREST BEARING INVESTMENT ACCOUNTS – Bank accounts with Qualified Public Depositories which pay a rate of interest on the balance maintained. Used in diversifying the investment portfolio and commonly used as part of a liquidity portfolio.

QUALIFIED PUBLIC DEPOSITORY – A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated, for the benefit of the commission, eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

REGISTERED SECURITY – A security that has the name of the owner written on its face. A registered security cannot be negotiated except by the endorsement of the owner.

SAFEKEEPING – A service to customers, usually by banks, for a fee where securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

SECURITIES – Bonds, notes, mortgages, or other forms of negotiable or non-negotiable instruments.

SECURITIES AND EXCHANGE COMMISION (SEC) – A U.S. government agency that oversees securities transactions, activities of financial professionals and mutual fund trading to prevent fraud and intentional deception. The SEC consists of five commissioners who serve staggered five-year terms. No more than three of the commissioners may belong to the same political party.

SETTLEMENT DATES – The day when payment is due for a securities purchase. For stocks and mutual funds bought through an investment dealer, settlement is normally five business days after the trade date. Bonds and options normally settle one business day after the trade date and mutual fund shares purchased directly by mail or wire settle on the day payment is received.

STATE OF WASHINGTON LOCAL GOVERNMENT INVESTMENT POOL (LGIP) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

THIRD-PARTY SAFEKEEPING – A safekeeping arrangement whereby the investor has full control over the securities being held and the dealer or bank investment department has no access to the securities being held.

TIME DEPOSIT – Interest-bearing deposit at a savings institution that has a specific maturity.

TREASURY BILLS – Treasury bills are short-term debt obligations of the U.S. Government. They offer maximum safety of principal since they are backed by the full faith and credit of the United States Government. Treasury bills, commonly called "T-Bills," account for the bulk of government financing, and are the major vehicle used by the Federal Reserve System in the money market to implement national monetary policy.

TREASURY BONDS – is a marketable, fixed-interest U.S. government debt security with a maturity of more than ten years. Treasury bonds make payments semi-annually, and the income received is only taxed at the federal level. Treasury bonds are known in the market as primarily risk-free due to the lack of default risk of the U.S. government.

U.S (UNITED STATES) TREASURY OBLIGATIONS – Federally guaranteed obligations are debt securities issued by the United States government and considered risk-free because they receive the full faith and credit of the federal government. These include Treasury bonds, Treasury notes and Treasury bills.

U.S. (UNITED STATES) AGENCY OBLIGATIONS – A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally Sponsored Agencies (FSAs) are backed by each agency with a market perception that there is an implicit

government guarantee. (Also see FEDERAL AGENCY SECURITIES and GOVERNMENT SECURITY)

UNDERLYING SECURITIES – Securities transferred in accordance with a repurchase agreement.

VENDOR – A business or individual who provides a service or product at a cost.

WPTA
Washington Public Treasurers Association

www.WPTA.us
2601 Fourth Avenue, Suite 800
Seattle, WA 98121-1280
(206) 625-1300

March 17, 2022

Blair King, City Manager
City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110-1812

Dear Blair King,

The purpose of this letter is to notify you that the group of WPTA Investment Policy reviewers have unanimously approved your City's Investment Policy for certification. The consensus of the reviewers is that the policy is clear and concise and it meets the overall requirements for certification. Congratulations!

As a result of this decision to certify your policy, your agency will be formally recognized and presented with a plaque at the April 2022 WPTA conference in Lake Chelan. Congratulations! We hope that you will plan to attend WPTA annual conference in Chelan April 13-15 to receive your certification. We present all certification awards at the business-meeting luncheon on April 14, 2022. If there is no one from your City attending the conference, your plaque will be mailed to you.

If you have questions or concerns, please feel free to contact me at 360-902-9014/360 333-2546

Sincerely,

Shawn Reed
Portfolio Manager
Office of the Washington State Treasurer
WPTA Investment Policy Certification Chair

RESOLUTION No. 93 – 52

A RESOLUTION OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON ADOPTING AN INVESTMENT POLICY.

WHEREAS, the city council has determined that section 3.12 of the Bainbridge Island Municipal Code longer serves the needs of the city; and

WHEREAS, on December 2, 1993, the city council passed Ordinance 93–16 which calls for the city council to adopt an investment policy by resolution; now; therefore,

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

The attached document labeled "Investment Policy for the City of Bainbridge Island " is adopted by this resolution as the investment policy of the city.

PASSED by the City Council this 16th day of December, 1993.

APPROVED by the Mayor this 17th day of December, 1993.

SAM J. GRANATO, Mayor

ATTEST/AUTHENTICATE:

SUSAN P. KASPER, City Clerk

FILED WITH THE CITY CLERK : December 8, 1993
PASSED BY THE CITY COUNCIL : December 16, 1993
PUBLISHED : December 22, 1993
POSTED : December 22, 1993
EFFECTIVE DATE :
RESOLUTION 93 – 52

INVESTMENT POLICY
for the
CITY OF BAINBRIDGE ISLAND

1. POLICY

It is the policy of the City of Bainbridge Island to invest public funds in a manner which will provide security adequate to ensure the protection of the investment together with the highest return consistent with such security while meeting the daily cash flow needs of the City amd conforming to all state and local statutes governing the investment public funds.

2. SCOPE

This investment policy applies to all financial assets of the City of Bainbridge Island. These funds are accounted for in the City's Comprehensive Annual Financial Report and include all the funds of the City.

3. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with state law, written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4. OBJECTIVE

The primary objectives, in priority order, of the the City of Bainbridge Island's investment activities shall be :

SAFETY : Safety of the principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, when investing in securities other than obligations of the United States Treasury or in the Local

Government Investment Pools of the State of Washington and/or Kitsap County, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY : The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

YIELD : The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

5. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from : the Bainbridge Island Municipal Code, policies adopted by the Mayor, and this policy as adopted and amended by the City Council. Management responsibility for the investment program is hereby delegated to the Director of Finance and Administrative Services ("the Director"), who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, custody agreements and investment related banking services contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director. The Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall

disclose to the Mayor any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

7. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/ dealers selected by credit worthiness. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposits shall be made except in qualified public depositories a provided in Chapter 39.38 RCW.

8. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Bainbridge Island is empowered to invest in all types of securities which are designated by the Treasurer of the State of Washington as "Eligible Investments for Public Funds" in the State of Washington.

9. COLLATERALIZATION

Collateralization is required on all repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 105 % of market value of principal and accrued interest.

10. SAFEKEEPING & CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities purchased by

the City will be delivered against payment and held in a custodial safekeeping account with the trust department of a bank. The trust department of a bank, a third party custodian, will be designated by the Director and all transactions will be evidenced by safekeeping receipts.

11. DIVERSIFICATION

The City will diversify its direct investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than ten (10) percent of the City's total investment portfolio (including such exempted securities) will be invested in a single security type or with a single financial institution.

12. MAXIMUM MATURITIES & DURATION

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest Operating Fund balances totaling four months' expenditures in securities maturing more than two (2) years from the date of purchase. Operating Fund balances in excess of four months' expenditures and all other fund balances may be invested in securities with a duration of not more than four (4) years from the date of purchase. However, the City may collateralize repurchase agreements using longer-dated investments not to exceed ten (10) years to maturity.

13. INTERNAL CONTROLS

The Director shall establish an annual process of independent review by an external auditor. This review wil provide internal control by assuring compliance with policies and procedures.

14. PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain an average rate of return during budgetary and economic cycles which meets or exceeds the average yield of the Local Government Investment Pool of the State of Washington. This performance standard shall take into account the City's investment risk constraints and cash flow needs. The City's investment

strategy is active.

15. REPORTING

The Director is charged with the responsibility for including a market report on the investment activity and returns in the City's Financial Report.

16. INVESTMENT POLICY ADOPTION

The Investment Policy of the City of Bainbridge Island shall be adopted by resolution of the City Council. The policy shall be reviewed on an annual basis by the Finance Committee of the City Council and any recommended modifications shall be forwarded to the City Council for consideration and approval prior to implementation.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Resolution No. 2022-10 Establishing City Facilities Maintenance, Capital Replacement and Reconstruction Policy,

SUMMARY: This new policy supports the City in asset management, facility replacement and reconstruction planning and budgeting efforts and is established to fund for the planned replacement, reconstruction and major maintenance cost of existing City-owned facilities

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

RECOMMENDED MOTION: Adopt Resolution No. 2022-10 Establishing a City Facilities Maintenance, Capital Replacement and Reconstruction Policy.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City owns and operates a variety of municipal facility assets including City Hall, the Police and Court facility, the Senior Center and various storage, park, farm and other investments that must be properly maintained and replaced to ensure they remain safe, that financial and service level investments are maintained, and that they provide a welcoming and usable space to serve their intended purposes.

On March 15, 2022 the City Manager and Public Works Director presented an overview of the City's current practices regarding funding and implementing a maintenance program of City facilities and made recommendations for the Council's consideration as part of the 2023-24 budget process. A focus point was a discussion to the principle of preventative maintenance aimed at minimizing downtime and repair costs. It was communicated that preventative maintenance aims to minimize unplanned downtime and repair costs and save the City money versus reactive maintenance.

This new policy is designed to support the City in asset management and budgeting efforts and is established to fund for the planned replacement, reconstruction, and major maintenance costs of existing City-owned

facilities. If this resolution is passed, a separate fund will need to be created at a later date to account for projects contemplated by this policy. Adequate budget appropriations will be calculated and included in budgets in order to provide resources for planned projects.

ATTACHMENTS:

Resolution No. 2022-10 Establishing City Facilities Maintenance Capital Replacement and Reconstruction Policy.docx

Resolution No. 2022-10 Exhibit A_Establishing City Facilities Maintenance and Capital Replacement Policy.docx

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2022-10

A RESOLUTION of the City Council of Bainbridge Island, Washington, Establishing the City's Municipal Facilities Maintenance, Replacement and Reconstruction Policy.

WHEREAS, the City Council ("Council") is responsible for setting financial policy for the City of Bainbridge Island ("City"); and

WHEREAS, state law, including Chapter 35A.33 RCW, provides guidance for budgets in Code Cities; and

WHEREAS, in accordance with Chapter 35A.34 RCW and Chapter 2.82 BIMC, the City prepares a biennial budget with a mid-biennial review; and

WHEREAS, the City Administration ("Administration") requested, as part of the 2023-2024 biennial budget process, that the Council update the financial and budgetary policies that were adopted by the City prior to 2022; and

WHEREAS, in 2018 the City completed a Facilities Condition Assessment that identified significant deficiencies in City-owned facilities and developed cost estimates for documented issues, and used cost models to predict future capital costs over a 20-year horizon; and

WHEREAS, the City owns and operates a variety of municipal facility assets that must be properly maintained, replaced or reconstructed to ensure that they remain safe, that financial and service level investments are maintained, and that they provide a welcoming and usable space to serve their intended purposes; and

WHEREAS, adequate budget appropriation levels are needed to provide resources for asset management, planning and major maintenance costs of existing City-owned facilities; and

WHEREAS, the City desires to establish a Municipal Facilities Maintenance, Replacement and Reconstruction Policy to provide sufficient planning and funding to meet the City's demands related to maintenance, upgrades, replacement, reconstruction and mitigation needs of facility assets throughout the useful life of such assets; and

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

Section 1. The City Municipal Facilities Maintenance, Replacement and Reconstruction policy as shown in **Exhibit A**, which is attached hereto and incorporated herein by this reference, is established, and set forth in full.

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. This resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of April 2022.

APPROVED by the Mayor this this ____ day of April 2022.

By: _____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 8, 2022
PASSED BY THE CITY COUNCIL:	April ___, 2022
RESOLUTION NO.	2022-10

CITY OF
BAINBRIDGE ISLAND

City Municipal Facilities Maintenance, Replacement and Reconstruction Policy
Department of Finance and Administrative Services

Prepared by Finance Director DeWayne Pitts
Initial Development: 4/12/2022

Table of Contents

Policy Statement....2
Purpose....2
Scope....2
Goals....2
Funding....2
Authoritative Guidance....3
Procedures....3
Condition Assessment of Existing Municipal Facilities....3
Budget appropriation funding....4
Major Facility Replacement or Reconstruction....4

Policy Statement

The City owns and operates a variety of municipal facility assets including City Hall, the Police and Court facility, the Senior Center Commons building and various storage, park, farm, and other investments that must be properly maintained and eventually replaced or reconstructed to ensure they remain safe, that financial and service level investments are maintained, and that they provide a welcoming and usable space to serve their intended purposes.

Purpose

This policy supports the City in asset management and budgeting efforts and is established to fund the planned replacement, reconstruction, and major maintenance costs of existing City-owned facilities. A separate fund will be created and established by the City Council to account for projects contemplated by this policy. Adequate budget appropriations will be calculated and included in budgets to provide resources for planned projects.

Scope

This policy applies to the City's existing general government municipal facility assets. It includes all facility structures such as City Hall, the Police and Court Facility, the Senior Center Commons building, and various storage, park, farm, and other investments that have an estimated useful life of at least 25 years. It does not include the City's utility owned assets or new planned purchases, land or leased assets. It includes funding for facility replacement or reconstruction and major maintenance as defined under the City's capital asset policy.

Goals

Effective asset management is comprised of several components including:

- Assets need to be regularly assessed so there is up-to-date information on condition and status.
- Assessment information is used to determine maintenance, upgrades, replacement, reconstruction, and mitigation issues.
- Facility asset management includes a plan to address asset lifecycle needs, including replacement, reconstruction, inspections, and maintenance
- A system in place to prioritize asset care and the allocation of limited resources.

It is the intention of this policy to adequately fund major maintenance projects of City-owned facilities to include an additional reserve amount for unforeseen or catastrophic events, plus an additional amount to set aside for eventual replacement or reconstruction of City-owned facilities.

Funding

The municipal facilities renewal and replacement policy may incorporate several available funding sources to pay for major maintenance. These sources vary in legal, grant and other restrictions. This policy will also incorporate and follow an existing financial policy that states when an expenditure is incurred, the City will first consider and target the more restricted funding sources where possible. The following sources, at a minimum, may be considered for allocation to the City Facilities Capital and Maintenance fund:

- Real Estate Excise Tax
- Grants
- General fund reserve transfers
- One-time revenue transfers
- Other sources as appropriate and allowed by policy or legal authority

Authoritative Guidance

Government Finance Officers Association (GFOA)
The Government Finance Officers Association represents public finance officials throughout the United States and Canada. GFOA's mission is to advance excellence in public finance and includes best practices in governmental finance. The following link provides best practices for establishing capital asset renewal and replacement. Strategies for Establishing Capital Asset Renewal and Replacement Reserve Policies (gfoa.org)

City of Bainbridge Island – Capital Asset Policy
The capital asset policy provides guidance on acquisition, inventories, maintenance and the disposal of capital assets.

City of Bainbridge Island – 2018 Facility Condition Assessment
A facility condition assessment was performed in 2018 that will serve as a minimum target consideration to meet funding obligation for major maintenance projects. An updated condition assessment will need to be completed periodically as outlined below under "Procedures" but no less than once every five years.

Roles and Responsibilities

Facility asset management is a shared function between the Public Works Department and the Finance and Administrative Services Department. Public Works is responsible for the asset life cycle process including acquisition, condition assessment, maintenance, cost estimates and the disposal of assets. Finance is responsible for the budgeting, recording, depreciation, physical inventory, and update of a physical asset list.

Finance will also oversee the administration of the municipal facilities fund and calculate an annual budget appropriation. The final appropriation of funds is the responsibility of the City Council.

Procedures

Condition Assessment of Existing Municipal Facilities

The City will conduct a systematic condition review of all facility assets no more than every five years. The assessment will include scoring criteria, asset useful lives used for assessments, project justification and estimated cost to replace or repair. Major repairs may be capitalized following the City's Capital asset policy. Operating project costs that are not capitalized will follow the procedures of this policy for determining appropriation into the fund as outlined in "Budget appropriation funding" below. Cost estimates from the assessment will be used to determine an estimate for adequate funding for needed asset improvements.

Budget appropriation funding

The budget appropriation for funding the Municipal Facilities Maintenance, Replacement, and Reconstruction fund each year shall be calculated using the following components:

- Six year planned Facilities Operating projects planned in the City operating budget plus;
- An amount to be calculated for existing building replacement or reconstruction such as current depreciation or some other reasonable method of calculation that will support projects such as facility replacement or reconstruction over the estimated useful life.

*Note that any 6-year Facilities Capital Improvement Plan projects that meet City capitalization thresholds will be funded separately in the Capital Construction Fund and identified in the 6-year Capital Improvement plan and will not directly affect this fund. If there is a purchase of a new City facility, it will be factored into future consideration once it has been placed into service.

Major Facility Replacement or Reconstruction

The future replacement or reconstruction of major facilities may be initially funded using an amount equal to the annual depreciation expense or some other reasonable method of calculation of major facility buildings over their expected useful lives. Utilizing depreciation to fund major facility replacement or reconstruction should be considered a starting point and will not typically generate enough funds for capital replacement needs because the cost of replacing or reconstructing facility assets generally increases over time and may exceed the original cost. Periodic review and the facility condition assessment will be used to determine if additional replacement funds are needed and if funds accumulated are reasonable in amount. If replacement revenue received over the life of an asset is insufficient to cover the facility replacement or reconstruction, the funding decision for the incremental difference may be made on a case-by-case basis depending on the nature and extent of the difference and the short- and long-term impact on the fund balance, operating budget, and future asset replacement schedules. Conversely, if funds accumulated in the fund are determined to be excessive, an adjustment to future rates may be considered.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Approve Change to City Advisory Committee Procedure to Establish One Year of Eligibility for Consideration to Committees - Executive

SUMMARY: This action establishes a one-year time period in which volunteer applications for city advisory groups, including committees, commissions, boards and task forces are considered to be active.

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

RECOMMENDED MOTION: Establish standard operating procedure to keep applications for city advisory groups active for one year.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City of Bainbridge Island has eight standing advisory committees, as well as additional boards, commissions and task forces. The Bainbridge Island Municipal Code (BIMC 2.01) establishes standard processes related to city committees.

This action clarifies that volunteer applications for city advisory groups will be considered active for a period of one year. Language to this effect has been added to the applications for the advisory groups. This process change means that should a position become vacant, staff will contact community members who have completed an application and determine if they continue to be interested in serving on a particular city advisory group. This will establish the applicant pool. The selection panel will then interview interested candidates and provide a recommendation to the City Council for appointment, using the current process in the municipal code.

This process is intended to simplify and streamline mid-cycle appointments, should vacancies occur.

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Consider Request from Public Art Committee for Funding for Something New Artwork Program Including an Increase to Payment to Selected Artists and a Digital Marketing Campaign ($26,450 in 2022) - Executive,

SUMMARY: Receive presentation from Public Art Committee (PAC) and a budget request for "Something New" 2022 - 2023. The "Something New" project was first approved in 2017, with three artworks installed annually since that time in the downtown area. In 2021, the program expanded to five sites, which will also be used in 2022.

The proposal to be considered by the City Council today includes five sites, and increases the annual payment for display to selected artists from $1,000 to $2,000. The increase payment to artists is intended to generate a broader and more diverse applicant pool. The total proposed budget is $26,450, which includes program fees, administration costs, and a digital marketing campaign.

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

RECOMMENDED MOTION: Adopt the Something New program rotation proposal for 2022 - 2023 as proposed by the Public Art Committee, and appropriate $26,450 from the Public Art Subfund for the budget for the program rotation, and authorize and direct the City Manager to execute all necessary agreements related to this program rotation.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$26,450
Ongoing Cost:	
One-Time Cost:	$26,450
Included in Current Budget?	Yes

BACKGROUND: In February 2017, the Public Art Committee (PAC), a subcommittee of the Arts and Humanities Bainbridge (AHB) Board, presented the City Council with a proposal for a new public art project titled, “Something New.” The project has involved an installation of permanent plinths (bases) in the downtown Winslow area to be used to display artwork from various artists on a one-year rotation schedule. In September 2017, the Council approved funding from the City’s Public Art Fund to support a one-year pilot of the project. After the initial installations in 2018, the program has continued and expanded to five sites in 2021. Project management for construction and installation of the bases for the artwork has been the responsibility of staff in

the Public Works Department. The recruitment and selection of artists is the responsibility of AHB, with assistance from PAC. Using a jury process, PAC solicited for and selected artwork pieces, which have been installed annually.

The artwork that is part of Something New is located on the south side of Winslow Way at Ericksen, two in Waterfront Park, at City Hall, and at the terminus of Madison Avenue.

The draft budget for 2022 – 2023 totals $26,450 includes:

- Payment to artists: $10,400
- Program administration: $6,600
- Digital marketing campaign: $4,000
- AHB program management: $2,000
- Contingency: $3,450

ATTACHMENTS:

Something New V Budget Request_PAC Presentation for CC 04122022

FISCAL DETAILS: The City has a public art subfund. This fund has a prelimary year-end 2021 balance of $277,000. The proposed expenditure can be supported within the existing fund balance.

Fund Name(s):

Coding:

Public Art Program: Budget Request for Something New V

Public Art Committee &
Arts & Humanities Bainbridge
April 13th, 2022

AHB | public art

Mission of the Public Art Committee

Enhancing the natural beauty of the island, fostering diversity and inclusion, inspiring contemplation, creating community, and building a vibrant culture for locals and visitors alike through free access to art in public spaces.

AHB | public art

Something New Program

2018-2022



The Something New program debuted in downtown Winslow in 2018. The project brought a collection of sculptures to outdoor sites around Winslow for a yearlong exhibition. New pieces are selected and rotated into these permanent locations annually, bringing “something new” to Bainbridge Island year after year.

Something New I - brought “Hand in Hand” sculpture by Will Robinson to Waterfront Park (now part of COBI permanent collection)

Something New II - People’s Choice award ($1,000 artist fee) was presented to Karsten Boysen’s “Daphne,” no in person celebration was held due to Covid.

Something New III - 12 submissions accepted for consideration. Three were chosen - along Winslow Way, in Madison Plaza and at City Hall Entrance - including “Reflection,” which was purchased by the City. Artists were interviewed and recorded for promotions. Winner of the People’s Choice were Lin McJunkin and Milo White’s “Fossil II.”

Something New IV - Two new locations added in Waterfront Park: “I Watch Salmon from the Bridge Above” and “Wandering Trees.” Other three sites: “Fertility,” “Truth,” and “Cardinal Connection.” People’s Choice award voting is currently underway.

BUDGET Request
For Something New V

2022- 2023
$23,740



Something New V: The program has maintained the artist fee at $1,000 for 4 years

Now entering its 5th year, PAC proposes an artist fee increase of $1,000

In order to attract a broader and more diverse selection of artists, PAC proposes an artist fee of $2,000 with the opportunity to be recognized for a $1,000 People's Choice Award

BUDGET
For Social Media Contractor

City Council approved a 6-month social media contractor during 2021.

With the completion of their deliverables, PAC is requesting a new 6-month social media contract agreement.

PAC recommends we continue with the Social Media Contractor.

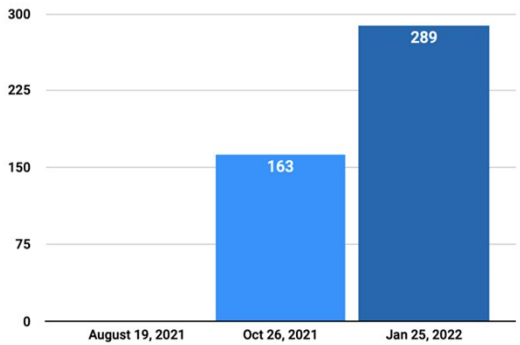
Instagram

@bainbridge.public.art

In our First 60 Days - from inception (8/19/21) to late October went from 0 – 163 followers.
In the Last 90 Days - our followers have increased **77.3%** from 163 followers to 289 – increase of 126.

Number of Instagram Followers

Date	Number of Followers
August 19, 2021	0
Oct 26, 2021	163
Jan 25, 2022	289

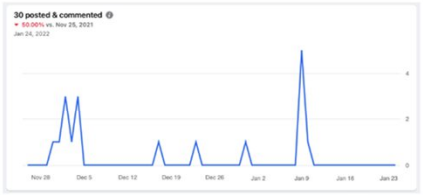


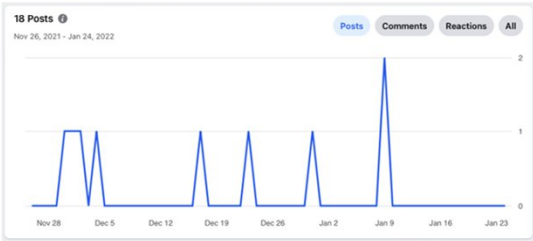
Facebook

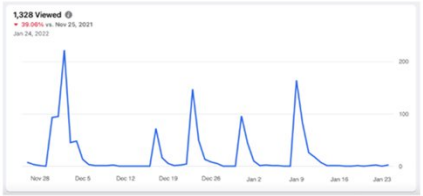
Group: 440 members

Reach & Engagement

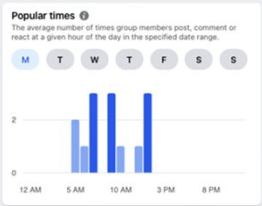
Engagement in the **Last 60 Days.**











Something New V Draft Budget

Public Art Program - Proposed 2022 Budget	Something New III	Something New IV - Approved Budget	Something New V - Proposed Budget
Something New Program	**2020-21 Approved Budget**	**2021- 22 Approved Budget**	**2022-23 Proposed**
Bases (2 additional for SN IV)	$0.00	$0.00	$0.00
Artist Fees (3-5 artists, jury for art selection)	$3,400.00	$5,400.00	$10,400.00
Program Subtotal	$3,400.00	$5,400.00	$10,400.00
Call for Art (CaFe, other art web sites)	$600.00	$600.00	$600.00
People's Choice Artist Fee	$1,000.00	$1,000.00	$1,000.00
Promotion & Publicity			
Digital Marketing Campaign (incl. social media	$5,000.00	$5,000.00	$4,000.00
Artist Videos - Content Portfolio	$0.00	$2,000.00	$4,000.00
Opening Reception (if and when possible)	$2,000.00	$500.00	$500.00
Artwork Plaques	$500.00	$500.00	$500.00
Art Rotation	$600.00	$0.00	$0.00
AHB Project Management	$1,673.00	$2,000.00	$2,000.00
Administrative Subtotal	$11,373.00	$11,600.00	$12,600.00
Program and Admin Sub-Total	$14,773.00	$17,000.00	$23,000.00
Contingency Fee (15%)	$2,215.95	$2,550.00	$3,450.00
TOTAL SOMETHING NEW	**$16,446.00**	**$19,550.00**	**$26,450.00**

Sub-Fund Account

Public Art Subfund Update

As of March 22, 2022

	City Funding	Expense	Balance
Beginning 2021 Balance			**$ 242,324**
Revenue:			
Public Art Admin (Transfer from General Fund for AHB)	$ 12,000		
2021 General Fund Support	$ 50,000		
Other miscellaneous revenues	$ 4,901		
Total Revenues	**$ 66,901**		
Expenses:			
Conservation (estimate until year-end)		$ -	
Public Art Admin (AHB Support)		$ 12,000	
Something New (5 sites)		$ 9,072	
Purchase of Reflection		$ 11,500	
Total Expenses		**$ 32,572**	
Ending 2021 Balance (Preliminary)			**$ 276,653**
Beginning 2022 Balance (Preliminary)			**$ 276,653**
Revenue:			
Public Art Admin (Transfer from General Fund for AHB)	$ 12,000		
2022 General Fund Support	$ 50,000		
Other miscellaneous revenues (estimate)	$ 3,000		
Total Revenues	**$ 65,000**		
Expenses:			
Conservation (estimate until year-end)		$ 10,000	
Public Art Admin (AHB Support)		$ 12,000	
Something New (5 sites)		$ 26,450	
Total Expenses		**$ 48,450**	
Ending 2022 Balance (Estimated)			**$ 293,203**

Thank you for your continued support and assistance.

AHB | public art

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Receive March 22, 2022, Response from Kitsap Regional Coordinating Council Executive Committee - Planning

SUMMARY: Following a January 11, 2022, City Council regular business meeting the City sent a letter to the Kitsap County Board of County Commissioners to verify the City's understanding of definitions and intent of the Updated Countywide Planning Policies that were ratified by the City Council on December 14, 2021.

The Kitsap Regional Coordinating Council subsequently responded. City Staff recommends that the Council vote to acknowledge and receive the response.

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

RECOMMENDED MOTION: Receive March 22, 2022, response from Kitsap Regional Coordinating Council Executive Committee.

STRATEGIC PRIORITY:

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

BACKGROUND: The City Council ratified Updated Countywide Planning Policies on December 14, 2021. Subsequently, the City sent a letter to the Kitsap County Board of County Commissioners to verify the City's understanding of definitions and intent of the Updated Countywide Planning Policies in order to identify and resolve any ambiguities in the interest of avoiding any potential future conflict.

The Kitsap Regional Coordinating Council responded with a brief letter dated March 22, 2022. City Staff recommends that the Council vote to acknowledge and receive the response.

ATTACHMENTS:

Final Exec Comm Letter to COBI March 2022.pdf

CPP Clarification Letter to Kitsap County (Jan. 20 2022).pdf

FISCAL DETAILS: No fiscal impact is incurred with receiving the response.

Fund Name(s):

Coding:

From: The Kitsap Regional Coordinating Council Executive Committee

To: City of Bainbridge Island Manager Blair King

Date: March 22, 2022

Subject: Countywide Planning Policies Clarification Letter from City of Bainbridge Island

To the City of Bainbridge Island,

On January 20, 2022, the City of Bainbridge Island sent a letter and requested a response from the Kitsap County Commissioners and Kitsap Regional Coordinating Council (KRCC) regarding the Kitsap Countywide Planning Policies (CPPs). Below is a response from the KRCC Executive Committee.

Centers of Growth

The City of Bainbridge Island was fully engaged in the process of developing the Kitsap CPPs through its participation in the KRCC Land Use Technical Advisory Committee (LUTAC), KRCC Planning Policy Committee (PlanPOL), the KRCC Executive Committee, and the KRCC Board.

KRCC suggests the following:

- Revise the boundaries to reduce the size of the Winslow Candidate Countywide Growth Center to achieve the appropriate number of activity units per acre to qualify as a designated a Countywide Growth Center.
- Engage early with PSRC if the City is not going to plan for substantial growth within the Candidate Countywide Growth Center area and also not move forward with the planning to convert this area into a Countywide Growth Center.
- The City's Interim Planning Director can discuss other aspects of designating a Countywide Growth Center with LUTAC. In turn, LUTAC can advance concerns or considerations to PlanPOL.

Growth Targets

As Bainbridge Island recognizes that Element B of the CPPs (UGA-5(a)) provides that the County and cities must work together to concentrate growth in urban areas, KRCC is in agreement with the City that growth targets are a local policy matter and must align with community vision. KRCC encourages the City to take part in the LUTAC High-Capacity Transit Community Sub-Group, LUTAC meetings, PlanPOL meetings, and KRCC Board meetings to set the City's population and employment growth targets in alignment with local priorities.

Thank you,

Kitsap Regional Coordinating Council Executive Committee

CITY OF
BAINBRIDGE ISLAND

January 20, 2022

Kitsap County Board of County Commissioners
Kitsap County Commissioner's Office
614 Division St. MS-4
Port Orchard, WA 98366
kitsapcommissioners@co.kitsap.wa.us

Dear County Commissioners,

As you are aware, on October 11, 2021, the Kitsap County Board of County Commissioners adopted Ordinance No. 601-2021, amending the Kitsap County Countywide Planning Policies (CPPs) based on recommendations from the Kitsap Regional Coordinating Council (KRCC). Soon thereafter, these 2021 amendments were ratified by each of the KRCC member cities, including the City of Bainbridge Island with Resolution No. 2021-20 on December 14, 2021.

The Washington State Growth Management Act (GMA) provisions cited in the *Introduction (UR) Element* of these CPPs include that pursuant to Section 36.70A.210, Countywide Planning Policies, of the Revised Code of Washington (RCW), the countywide planning policies are intended solely to establish a countywide planning framework from which counties and cities develop and adopt their respective comprehensive plans. Additionally, RCW 36.70A.210 further states that this planning framework shall ensure that city and county comprehensive plans are consistent as required in RCW 36.70A.100 and that nothing in this Section shall be construed to alter the land use powers of cities.

Therefore, as next steps moving forward from CPP ratification and with the emphasis of the GMA framework toward a local, "bottom up" planning process and public participation, the City of Bainbridge Island is initially herein seeking clarity and assurances from Kitsap County and the KRCC regarding: the CPP provisions and requirements applicable to Centers of Growth; and, the distribution of growth and target setting within regional roles with local control of land use policy and regulations. Early coordination would assist and inform the City's priority planned efforts with our community to update the Winslow Master Plan, to create a city-wide Housing Action Plan, and then begin the required periodic update to the Bainbridge Island Comprehensive Plan due per RCW by June 30, 2024.

Centers of Growth Amended CPP Element C, *Centers of Growth* (Policy excerpt C-3 below), integrates the Puget Sound Regional Council (PSRC) 2018 Regional Centers Framework and the multi-county planning policies of Vision 2050 for Centers into the CPPs, together with amended CPP Appendices C and D. This framework describes all levels of centers, from small *Local Centers*, to large *Regional Growth Centers*.

> *C-3 A Center of Growth's purpose is to implement the PSRC Regional Growth Strategy embodied in Vision 2050 and the 2018 PSRC Regional Centers Framework Update.*
>
> *a. Each incorporated City **shall** have at least one Center designation intended and sized to accommodate a concentration of the jurisdiction's growth target (residential and employment). Unincorporated Urban Growth Areas may have a Center designation.*
>
> *b. The number of Center designations is determined by the jurisdiction as necessary to accommodate its growth target as demonstrated within its comprehensive plan and/or subarea plan.*

Because the CPPs define "shall" as meaning implementation of the policy is mandatory, the City seeks confirmation that it is currently in compliance with the requirement of amended CPP Policy C-3(a) to *have at least one Center designated* in the following ways:

1. The City's growth strategy, as described in the adopted Bainbridge Island Comprehensive Plan, focuses residential and commercial growth in six *Designated Centers* (see Land Use Element as a whole, and Figure LU-3 specifically). The City holds that these six *Designated Centers* will be considered as *Local Centers* under the amended CPPs (see CPP Appendix C, Table C-5).

2. The City's largest *Designated Center,* Winslow, is listed as a "Candidate" Countywide Growth Center in the amended CPPs (Appendix D, List of Centers). It is our understanding that the Winslow area as currently described in the adopted subarea plan, the Winslow Master Plan, does not qualify as a Countywide Growth Center at this time because it does not have enough "activity units" per acre (see amended CPP Appendix C, Table C-3). Per the CPPs, Countywide Centers need to have 10 activity units/acre. According to a technical memo submitted in 2020 from the City for designation of a Candidate Countywide Growth Center, the Winslow area only had 8 activity units/acre. Additionally, Countywide Centers need to be 160 acres – 500 acres in area. The technical memo said the "Winslow Study Area" was 1,527 acres, exceeding the maximum size.

The Winslow area may very well qualify as a Countywide Growth Center in the future, but possibly will not be so envisioned by the community in the upcoming Winslow Master Plan update nor the extended 20-year planning period to 2044 for the upcoming

periodic update of the Comprehensive Plan. The City finds it important that the six *Designated Centers* and a *Candidate Countywide Growth Center* ensure compliance with amended CPP policy for designating a "Center" without further requiring the City to designate a larger and possibly inappropriate Countywide Growth Center or a Regional Growth Center.

Distribution of Growth and Targets Amended Element B, Urban Growth Areas, of the CPPs includes policies directing how the county and cities work together on the distribution of projected population and employment growth prior to updating comprehensive plans. CPP Policy UGA-5(a) includes that "... The County and the Cities recognize that the success of this development pattern requires not only the rigorous support of Kitsap County in the rural areas, but also Cities' comprehensive plans being designed to attract ***substantial*** new population growth." (bold and underline emphasis added).

Entirely designated under GMA as Urban Growth Area (UGA), Bainbridge Island is also designated for growth distribution in the amended CPPs as a High Capacity Transit Community (along with Kingston, Port Orchard and Port Orchard UGA, Poulsbo and Poulsbo UGA). In working together to distribute planned growth consistent with the policies for a countywide growth pattern (Element A of the amended CPPs) and the Regional Growth Strategy of the multi-county planning policies in PSRC's Vision 2050, the City seeks assurance from the County that the high-level GMA framework policies for localized control of land use planning are carried through clearly into implementing these amended CPP policies locally.

The Washington Administrative Code (WAC) Section 365-196-010 includes that, through the GMA, the legislature provided a new framework for land use planning and the regulation of development in Washington state. A major feature of GMA's framework includes the concept that the planning process should be a "bottom up" effort, involving early and continuous public participation, with the central locus of decision-making at the local level, bounded by the goals and requirements of the Act.

The CPP policy calling for attraction of "substantial" new population growth in the comprehensive plans of cities, and the process for distributing 20-year projections and targets, must be understood in a context of regional and local variations and the diversity that exist among different counties and cities. What constitutes substantial should be decided locally and should honor local visioning, especially given Bainbridge Island's unique island character, natural setting, scarce resources, and ground water recharge/drinking water resource protection needs. Additionally, we understand the word "attraction" under CPP policy to be synonymous with "accommodate" where it is elsewhere used and in the local setting of growth targets.

* * * * *

With the adoption and ratification of the 2021 amendments to the Kitsap CPPs, the City must ensure these Countywide Planning Policies are in line with Bainbridge Island priorities before our community embarks on multiple significant planning efforts. The policies for planning roles and responsibilities for the County, KRCC, and the City of Bainbridge Island are specified in CPP Element N. The City's role additionally includes proactively informing the community to maximize inclusive local feedback with informed input toward a collective vision.

Thank you for your early and continued collaboration and partnership in these important regional and local planning efforts. We look forward to your response and to working closely together to clarify these and other issues as they may arise. If you have any questions, please contact me at the City at your convenience.

Sincerely,



Blair King,
City Manager
City of Bainbridge Island

CC: City Council, City of Bainbridge Island
Executive Board of Directors, Kitsap Regional Coordinating Council (KRCC)
Mark Hofman, Interim Director, City of Bainbridge Island
Jennifer Sutton, Long Range Senior Planner, City of Bainbridge Island
Sophie Glass, Director, Triangle Associates

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Adopt Ordinance No. 2022-06 Amending the 2022 Budget for the Purchase of 17,686 Square Feet of Bonus Floor Area for a Price of $18 per Square Foot for a Total of $318,348 - Finance

SUMMARY: This item amends the budget for the purchase of 17,686 square feet of Bonus Floor Area for a price of $18 per square foot for a total of $318,348.

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

RECOMMENDED MOTION: Adopt Ordinance No. 2022-06 amending the 2022 budget for the purchase of 17,686 square feet of Bonus Floor Area for a price of $18 per square foot for a total of $318,348.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	318,348
Ongoing Cost:	
One-Time Cost:	318,348
Included in Current Budget?	No

BACKGROUND: On February 22, 2022, the City Council approved Resolution No. 2022-05 which authorized the City Manager to purchase the remaining Islander Residents Association Bonus Floor Area Ratio of 17,686 square feet for a purchase price of $18 per square feet for a total purchase price of $318,348, and authorized the City Manager to take all necessary action to effectuate and complete the transaction on behalf of the City of Bainbridge Island. This ordinance is necessary to have the funds available to pay for this purchase.

ATTACHMENTS:

Ordinance No. 2022-06 Bonus Floor Area Ratio Budget Amendment.docx

Ordinance No 2022-06 Exhibit A - Total Expenditures by Fund.docx

[For Background] Resolution No. 2022-05 re Islander Mobile Home Park Floor Area Ratio

FISCAL DETAILS: The general fund will be increased by a total of $318,348 for the purchase.

Fund Name(s): General Fund

Coding:

ORDINANCE NO. 2022-06

AN ORDINANCE of the City of Bainbridge Island, Washington, amending the 2021-2022 biennial budget and providing for funding for the purchase of 17,686 square feet of Bonus Floor Area Ratio from the Islander Residents Association.

WHEREAS, on November 24, 2020, the City Council adopted the 2021-2022 biennial budget via Ordinance No. 2020-31 and subsequently amended the budget; and

WHEREAS, on October 12, 2021, the City Council adopted the 2022 Update of the 2021 – 2026 Capital Improvement Plan via Ordinance No. 2021-28; and

WHEREAS, on October 26, 2021, the City Council adopted a modified budget for 2022 via Ordinance No. 2021-27; and

WHEREAS, on February 22, 2022, the City Council adopted a modified budget for 2022 via Ordinance No. 2022-03; and

WHEREAS, the Islander Residents Association, a Washington nonprofit corporation, desires to sell to the City of Bainbridge Island Bonus Floor Area Ratio as described in the "Declaration of Housing Restrictive Covenants and Agreement for Transfer of Floor Area Ratios" (2004); and

WHEREAS, on July 9, 2020, the City of Bainbridge Island Planning Commission recommended that the City purchase the balance of the Bonus Floor Area Ratio from the Islander Residents Association; and

WHEREAS, the City engaged in negotiations with the Islander Residents Association for the purpose of effectuating a sale of any remaining Bonus Floor Area Ratio and the parties agreed to such a sale; and

WHEREAS, on February 22, 2022, the City Council approved Resolution No. 2022-05 which authorized the City Manager to purchase the remaining Islander Residents Association Bonus Floor Area Ratio of 17,686 square feet for a purchase price of $18 per square foot for a total purchase price of $318,348, and authorized the City Manager to take all necessary action to effectuate and complete the transaction on behalf of the City of Bainbridge Island.

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

Section 1. Ordinance No. 2022-03 and the 2022 budget are amended as shown on the attached Exhibit A, which is hereby incorporated fully into this ordinance.

Section 2. The City's Finance Director is authorized and directed by this ordinance to make the necessary changes to the 2022 modified budget. The Finance Director is further directed to make sufficient interfund equity transfers from the appropriate funds to cover the added amounts authorized by this ordinance.

Section 3. 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 4. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law.

PASSED by the City Council this ____ day of April 2022.

APPROVED by the Mayor this ____ day of April 2022.

_____
Joe Deets, Mayor

ATTEST / AUTHENTICATE:

_____
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 5, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	_____, 2022
ORDINANCE NO:	2022-06

Attached: Exhibit A

CITY OF BAINBRIDGE ISLAND – 2022 REVISED BUDGET
SUMMARY BY FUND

Exhibit A
ORDINANCE NO. 2022-06

CITY FUNDS		2022 EXPENDITURES
001	GENERAL FUND	23,578,400
101	STREET FUND	3,408,509
103	REAL ESTATE EXCISE TAX FUND	3,279,151
104	CIVIC IMPROVEMENT FUND	337,062
108	AFFORDABLE HOUSING FUND	109,500
171	TRANSPORTATION BENEFIT FUND	100,000
173	TRANSPORTATION IMPACT FEE FUND	-
201	GO BOND FUND	1,554,535
203	LID BOND FUND	40,780
301	CAPITAL CONSTRUCTION FUND	3,162,590
401	WATER FUND	2,546,120
402	SEWER FUND	6,053,643
403	STORM & SURFACE WATER FUND	2,617,339
407	BUILDING & DEVELOPMENT FUND	3,600,267
501	EQUIPMENT RENTAL & REVOLVING FUND	785,015
	TOTAL EXPENDITURES	51,172,911

RESOLUTION NO. 2022-05

A RESOLUTION of the City Council of Bainbridge Island, Washington, approving and authorizing the purchase of 17,686 square feet of Bonus Floor Area Ratio from the Islander Residents Association.

WHEREAS, the Islander Residents Association, a Washington nonprofit corporation, desires to sell to the City of Bainbridge Island Bonus Floor Area Ratio as described in the "Declaration of Housing Restrictive Covenants and Agreement for Transfer of Floor Area Ratios" (2004); and

WHEREAS, the City of Bainbridge Island Planning Commission recommended on July 9, 2020 that the City purchase the balance of the Bonus Floor Area Ratio from the Islander Residents Association; and

WHEREAS, the City has undertaken negotiations with the Islander Residents Association for the purpose of effectuating a sale of any remaining Bonus Floor Area Ratio.

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

Section 1. The City Council does hereby resolve that the City Council approves the purchase of the remaining Islander Residents Association Bonus Floor Area Ratio of 17,686 square feet for a purchase price of $18 per square feet for a total purchase price of $318,348, and following review and approval as to form by the City Attorney, authorizes the City Manager to take all necessary action to effectuate and complete the transaction on behalf of the City of Bainbridge Island.

Section 2. 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. This Resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this 22nd day of February, 2022.

APPROVED by the Mayor this 22nd day of February, 2022.

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: 
Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	February 15, 2022
PASSED BY THE CITY COUNCIL:	February 22, 2022
RESOLUTION NO.	2022-05

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Concur with Congressional Community Project Funding Request to Rep. Kilmer's Office for the Sound to Olympics Trail - Meigs Park Connector

SUMMARY: U.S. Representative Derek Kilmer has invited the City to submit a request for funding. Under guidelines issued by the Appropriations Committee, each Representative may request funding for up to 15 projects in their community for FY 23. To evaluate requests, Congressman Kilmer will convene an independent advisory panel to recommend projects to be forwarded for consideration from Washington's Sixth District.

On April 1, the City submitted letters of support and other supporting materials for the City of Bainbridge Island's Sound to Olympics Trail – Meigs Park Connector. The request is for $3.1 million in federal funding. The project cost is $3.6 million, including matching funds from the City of Bainbridge Island. The City Council is asked to concur with the request for federal funding.

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

RECOMMENDED MOTION: Concur with Congressional Community Project Funding Request to Rep. Kilmer's Office for the Sound to Olympics Trail - Meigs Park Connector.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: Under guidelines issued by the Appropriations Committee, each Representative may request funding for up to 15 project in their district for Fiscal Year 23 - although only a small portion of project may be actually funded. Projects are restricted to a limited number of federal funding sources, and only state and local governments and eligible non-profit entities are permitted to receive funding.

Congressman Kilmer is interested in those projects that create and sustain job growth; address imminent threats to public health, safety, and the environment; promote equity and inclusion; fulfill unmet federal obligations to treaty and trust responsibilities.

The City has submitted an application for the Sound to Olympics Trail- Meigs Park Connector. The Meigs Park Connector – the third segment planned on Bainbridge Island – is a middle-mile segment in central Bainbridge Island. The trail route runs 0.8 mile along State Route 305, from Sportsman Club Road north to Koura Road on Bainbridge Island. Most of the trail segment runs along the east edge of the 97-acre Meigs Park, a holding of the Bainbridge Island Metropolitan Park & Recreation District and namesake of this trail segment.

ATTACHMENTS:

COBI Staff Memo-Congressional application for STO Trail.docx

Email to Rep. Kilmer.pdf

Letters of Support.pdf

document-VISION_Sustainable Transportation Plan_20220204_reduced.pdf

image-aerial-STO Meigs Park Connector.jpg

FISCAL DETAILS: The request is for $3.1M in federal FY23 Community Project Funding.

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Staff Memorandum

Date: April 7, 2022

Subject: Congressional Community Project request – STO Meigs Park Connector

By: Mark Epstein, Engineering Project Manager

The purpose of this Memorandum is to provide information regarding the City of Bainbridge Island (City) request for 2023 Congressional Appropriations funding.

A. Background

In March 2022, the U.S. Congress Committee on Appropriations began soliciting Community Project Funding requests for the fiscal year 2023 cycle. Members of Congress (Members) are allowed to submit up to 15 requests to the House Appropriations Committee (Committee). The period for Members to submit project requests opened April 4th and closes at the end of April. Members will prioritize their project requests when they submit them to the Committee, and community engagement and support are crucial in determining which projects are prioritized for Federal funding.

The City was approached by a group of community volunteers and non-profit groups to submit a request to Representative Derek Kilmer's office for the planning, design, and construction of a center section of the Sound to Olympics (STO) Trail. This group coordinated support and provided letters of support from eighteen local community groups and legislative representatives.

If successful, the City would be required to provide matching funds (amount to be determined). The funding is for fiscal year 2023, but the performance period is dependent on which appropriations account provides the funds.

B. Project Description

The project would be the design and construction of a segment of the Sound to Olympics Trail, from Sportsman Club Road north to Koura (see Figure 1). This segment is called the "Meigs Park Connector".

Figure 1 – Sound to Olympics Trail alignment



End of Memorandum

From: Chris Wierzbicki <cwierzbicki@bainbridgewa.gov>
Sent: Friday, April 1, 2022 4:16 PM
To: KilmerCPF@gmail.com
Cc: Mark Epstein <mepstein@bainbridgewa.gov>
Subject: City of Bainbridge Island Letters of Support and Supporting Materials for the Sound to Olympics Trail - Meigs Park Connector

The Hon. Derek Kilmer,

Thank you for this opportunity to submit letters of support and other supporting materials for the City of Bainbridge Island's Sound to Olympics Trail – Meigs Park Connector Community Funding Request. Attached, please find the following:

- Letters of Support (16 total)
  - Brenda Fauntroy-Johnson (City Council)
  - Joe Deets (City Council)
  - Leslie Schneider (City Council)
  - Terry Lande (BIMPRD)
  - Ken DeWitt (BIMPRD)
  - Rob Gelder (KITCO Commission)
  - Stefan Goldby (Chamber of Commerce)
  - Fran Korten (Bainbridge Greenways)
  - Claire Martini (Leafline)
  - PSTAN (Trails Coalition)
  - Mary Meier (BIPF)
  - Christine Rolfes (23rd Dist. State Senator)
  - Demi Allen (Squeaky Wheels)
  - Becky Erickson (Poulsbo mayor)
  - Phedra Elliott (HRB)
  - Cullen Brady (BILT)
- COBI Sustainable Transportation Plan
- Image - Meigs Park aerial
- Map – Sound to Olympics Trail (three maps in same document)

Thank you again for this opportunity, and please feel free to contact me with any questions or concerns.

Sincerely,
Chris

CITY OF BAINBRIDGE ISLAND
Christopher Wierzbicki, P.E.
Director of Public Works
he | him | his
www.bainbridgewa.gov
206.780.3718 (office/remote)

KITSAP ECONOMIC DEVELOPMENT ALLIANCE

KITSAP | Positioned for Prosperity

April 1, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island's federal funding request for the Sound to Olympics Trail ("STO"), specifically the Meigs Park Connector. Completing this portion of the trail would provide significant immediate health and safety improvements, as well as economic opportunity and equity impacts.

The planned route would go northward along SR 305, providing a regional trail to the Agate Pass Bridge. Completing the STO alongside the highway will enhance safety along the current motorized route, while improving mobility for Kitsap residents.

In terms of economic opportunity, a more built out "STO" of course amplifies one of the strongest local economic clusters on Bainbridge, tourism. In terms of economic equity, the impact is perhaps even greater: The STO would be the longest alternative transportation route on the island, an all-ages-all-abilities path connecting the ferry terminal to Agate Pass, North Kitsap and beyond, providing greater access to Kitsap and its natural beauty from Bainbridge neighborhoods, schools, commercial and cultural centers, and parks.

Please also note that critically, finishing the Meigs Park Corridor would enhance economic opportunity for the Suquamish Tribe, as it would increase pedestrian and bicycle access to the Suquamish Clearwater Resort and Casino via a nonmotorized path across the stunning Agate Pass bridge.

Given the economic opportunity, safety enhancements and impacts to economic equity, KEDA supports the City of Bainbridge Island as it seeks federal funding support for completing this segment of the Sound to Olympics Trail.

Sincerely,



Joe Morrison
Executive Director
Kitsap Economic Development Alliance
morrison@kitsapeda.org

Bainbridge GreenWays
c/o Sustainable Bainbridge
221 Winslow Way West, Suite 101
Bainbridge Island, WA 98110

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

We are writing in support of the City of Bainbridge Island's federal funding request for the Sound to Olympics Trail-Meigs Park Connector Trail.

Our organization, Bainbridge GreenWays, (a program of the non-profit Sustainable Bainbridge) represents people on Bainbridge Island who advocate the infrastructure needed for our Island to become a truly safe, bikeable and walkable city where children can bike and walk to school, women feel comfortable on our bikeways, and people of all ages and abilities can choose active transportation.

In 2020, the City of Bainbridge Island adopted an ambitious Climate Action Plan to reduce our greenhouse gas emissions by 90 percent by 2045. For the transportation sector, the urgent need is to reduce the number of car trips. The goal is for 25 percent of all trips on our Island to be by active transportation by 2030 and 50 percent by 2045. Bainbridge GreenWays fully supports those goals. We know that we will only reach them by having truly

safe bike and walkways that can attract people who are interested in biking but currently do not feel it is safe.

The Sound to Olympics Trail is an important component of the overall vision of Bainbridge as a bikeable, walkable community. We are eager to see the Trail help our Island not only reduce emissions, but also become a more affordable, connected, and healthy place to live. The proposal for the Meigs Park Connector Trail will add an important component to the overall plan for the Sound to Olympics Trail on Bainbridge Island, reaching from the ferry terminal to the Agate Pass Bridge and continuing on to the Olympics. Federal funding will be crucial to complete the plan in a meaningful time period.

We urge you to approve funding for this important project.

Sincerely,

For Bainbridge GreenWays:

Fran Korten, 123 Bjune Drive. SE Apt 303, BI, WA 98100

Barb Zimmer, 12330 Arrow Point Loop NE, BI, WA 98110

Susan Loftus, 5330 Taylor Avenue NE, BI, WA 98110

BAINBRIDGE ISLAND
CHAMBER OF COMMERCE

March 31, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

On behalf of the Bainbridge Island Chamber of Commerce, I write today to support the City of Bainbridge Island's federal funding request for the Sound to Olympics Trail - Meigs Park Connector trail.

As you know, represents more than 500 local businesses and organizations, and serves as an advocate for our members, service provider to our community, and ambassador for our island, and all of those functions are served by this trail project.

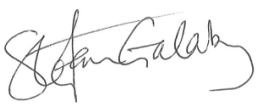
As the organizational agency for economic development on the island, the Chamber sees the Sound to Olympics Trail (STO) as a vital element in improving our community's infrastructure. When complete, it will serve as the longest alternative transportation spine on Bainbridge, providing a safe all-ages-all-abilities route to better connect both the ferry terminal to the Agate Pass Bridge (and all North Kitsap), and our Island's neighborhoods to our schools, commercial/cultural centers, parks, and commercial centers.

Of equal importance, by building this emission-free transportation infrastructure, this project will not just improve our community's physical connections, but also help to meet our reduced emission goals. For locals, the benefit self-evident, but that is matched by an appreciable benefit in terms of the impact of Bainbridge's visitors.

The new linear park and multi-use trail created with each additional segment of the STO will attract and encourage visitors to the island to leave their cars at home. Those visitors spend their time (and money) while connecting more deeply to our Island's natural beauty, culture and art, food, beverage, and retail locations, and to regional draws such as the beautiful Bloedel Reserve, or the innovative maker space, Bainbridge Artisans Resource Network (BARN). The new designation of Bainbridge as a State Certified Creative District will soon add another reason for visitors to come – and the STO allows those visitors to better see Bainbridge on foot, or by scooting, or biking.

In Summary – this trail project brings not just economic benefits to the businesses we support. It supports tourism with reduced climate impact, will help reduce what can already be disruptive traffic each Summer. Bainbridge Island remains beautiful, and this new infrastructure can help both locals and visitors to enjoy healthful, joyful access to it.

Yours,



Stefan Goldby
President & CEO - Bainbridge Island Chamber of Commerce

BAINBRIDGE ISLAND LAND TRUST

April 1, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

I am writing in support of the City of Bainbridge Island's federal funding request for the Sound to Olympics Trail-Meigs Park Connector. Founded in 1989, the Bainbridge Island Land Trust is the leading conservation organization on Bainbridge Island and has protected nearly 1,500 acres of wildlife habitat, forests, shorelines, open space, and streams.

As a core partner in this landscape and watershed, the Bainbridge Island Land Trust holds a conservation easement over the broader Meigs Park and Farm complex - the location of the planned STO trail. As we are committed to managing and stewarding our conservation lands to ensure no net loss of ecological values and services, we also aim to offer opportunities for visitors to connect with and learn about the importance of conservation lands.

Meigs Park and Farm is the Island's largest wetland area at nearly 100 acres and is a part of a larger connected conservation corridor from the Grand Forest to the East and Murden Cove to the west. Wetlands are a strategic conservation priority for us and are ecologically rich environments interconnected with our streams and Puget Sound. Protecting these habitats is essential for many of the Island's birds and amphibians and serves as critical systems for clean water and healthy watersheds.

Including restoration as a part of the long-term goal for this area of the Island will be critical. The potential biological lift possible within the Meigs Park complex is substantial, along with a significant improvement of hydrologic conditions. We are encouraged that this STO project could jumpstart the long-term restoration conversation and effort among community partners. This project will also increase opportunities for the community and users of the STO to connect with nature and learn about the importance of this wetland ecosystem first-hand.

Sincerely,

Cullen Brady
Executive Director
cullen@bi-landtrust.org

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC 20515-4706

March 31, 2022



Dear Congressman Kilmer,

When I was in high school, I had friends who invited me to bike from Fresno to Ashland Oregon to attend the Shakespeare Festival. My bike got stolen during our training, and I couldn't afford to replace it in time to do the ride, so my friends did it without me. Later, in my 30's, different friends invited me to ride the 200 miles from Seattle to Portland with the Cascade Bicycle Club. I did that ride three times, twice with my mother in her early 60's. I've always had the dream of going coast to coast on a bicycle.

For all my time as a councilmember for Bainbridge Island—since May 2018—I have been an advocate and steward for the development of the Sound to Olympics Trail (STO). This trail is a key segment of the East Coast-to-West Coast Great American Rail Trail, which nationally is already 60% complete. From the economic benefits of green tourism to the ecological benefits of reducing greenhouse gasses from reduced car trips, the STO has importance both locally and regionally.

In March of 2018, just a couple months before I came to council, the first mile-long section of STO on Bainbridge Island was completed. That summer I joined a small team of residents with support from the City to organize "Dinner on the STO." About 200 people showed up with their dinner baskets to fill up tables placed strategically to capture the magical views into the forest that normally went unnoticed by the highway traffic.

In the fall of 2021, we celebrated the opening of the next section, from High School Road to Sakai Pond. I'll bet a lot of islanders didn't know we had a Sakai Pond; now they can discover it. Ahead of construction, the Bainbridge Parks Foundation funded a sensitive clearing of the land by a herd of goats.

The most recent council meeting on March 22, 2022, was a milestone moment when **council unanimously accepted the Sustainable Transportation Plan**, a 2+ year effort of public engagement, community task force involvement, and staff work to identify routes, assign facility type, estimate the feasibility and cost of segments, and prioritize an aggressive near-term plan. The ambitious goal for the Sustainable Transportation Plan *and* our Climate Action Plan is to reduce greenhouse gasses from our

transportation sector by 90% by 2045. To accomplish this goal, the plan focuses on a mix of transit improvements and pilot projects along with new micromobility infrastructure for all ages and abilities.

This now-adopted Sustainable Transportation Plan **highlights the STO as an essential spine of our "connecting centers" strategy.** A shovel-ready central segment can be built now through Meigs Park alongside SR 305 between Sportsman Club on the south and Koura on the north. And it so happens that at the north end, the Bainbridge Island Parks Department just acquired a private athletic club that is now the public **Bainbridge Island Recreation Center**. However, this newly-public amenity needs all-ages-and-abilities infrastructure to provide healthy, safe, and equitable access. Why drive a car to access a facility meant for fun and activity when anyone—including children—could extend the experience and the health benefits by walking, scooting, or biking through natural landscape before arriving at the new Recreation Center?

But that's not all… at the south end of this planned multi-use trail, the Washington Department of Transportation will break ground *this year* on **a fish passage bridge for SR 305**. The bridge will be wide enough to accommodate a separated section for the STO. Connecting to this bridge now means immediate value for the WA DOT multimodal investment, and will capture new users who need a safe, separated facility and can continue through the countryside for yet another mile.

We have momentum. When complete, the Sound to Olympics Trail will extend across Kitsap County to link two Washington State regional trail systems: the Mountains to Sound Greenway on the Seattle side, and the Olympic Discovery Trail from Port Townsend to the ocean. Poulsbo and Port Gamble have recently invested in key segments. Every additional STO section increases the options for people both locally and regionally to enjoy safe, scenic trails.

Congressman Kilmer, please help us bring this segment of the STO to the new Bainbridge Recreation Center, to the spine of the Bainbridge Island "Connecting Centers" strategy, to the cross-county region of Kitsap and Jefferson Counties, and triumphantly, to the Great American Rail Trail.

Gratefully,



CITY OF BAINBRIDGE ISLAND

Leslie Schneider
Councilmember, Central Ward

www.bainbridgewa.gov
https://www.facebook.com/LeslieSchneiderBainbridgeIslandCityCouncil/
206.200.4502

KITSAP COUNTY BOARD OF COMMISSIONERS

Efficient, accessible and effective county services

Robert Gelder
DISTRICT 1

Charlotte Garrido
DISTRICT 2

Edward E. Wolfe
DISTRICT 3

March 31, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island federal funding request for the Sound to Olympics (STO) Trail-Meigs Park Connector trail.

Kitsap County is currently working on our own segments of the STO Trail within our jurisdiction that will eventually tie directly to Bainbridge Island's STO connections, providing exercise and community recreation opportunities for Kitsap residents as well as visitors from the east side of Puget Sound who arrive by ferry. Completion of the Meigs Park Connector of the STO will allow a safe and convenient route to two schools and after-school programs, increasing health and wellness for youth of all economic means.

Completion of the separated STO Trail along Highway 305 promotes sustainable non-motorized transportation for commuters, local residents reaching services, cultural facilities and schools, and recreational trail users and bicyclists. Having been involved in the planning for safety improvements along Highway 305, I am in strong support of the construction of this segment, which will provide a much safer option for non-motorized transportation options.

The STO will serve as the longest alternative transportation spine on Bainbridge Island, providing an all-ages-all-abilities route that will connect the ferry to the Agate Pass Bridge and the communities of North Kitsap communities, parks, and eventually the Hood Canal Bridge that connects the Kitsap and Olympic Peninsulas. The STO will provide a transportation and recreational link for people of all economic backgrounds to commute to work and enjoy the parks and scenery that our area offers.

Thank you for your consideration.

Sincerely,

Robert Gelder
Commissioner, District 1

614 Division Street, MS-4 • Port Orchard, Washington 98366-4676 • (360) 337-7080• FAX (360) 337-4632
From: Olalla (253) 851-4147 • Bainbridge Island (206) 842-2061
www.kitsapgov.com

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington DC 20515-4706

Bainbridge Island
Metro Park & Recreation District

Representative Kilmer:

The Bainbridge Island Metropolitan Park & Recreation District supports the City of Bainbridge Island's request for Federal funding assistance to build the Island's section of the Sound to Olympics Trail (STO).

The Park District's Mission "is to build a healthy community though effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities." The Sound to Olympics Trail is a key thread woven into this mission. The City and the District are partnering to upgrade existing and provide new non-motorized transportation and recreational opportunities across the Island. The existing segments of the STO are already providing pedestrians, cyclists, and those using mobility assist devices the opportunity to move safely and separated from vehicular traffic between the City's downtown core and the shopping center and medical facilities approximately a mile away. The trail's newest leg provides an ADA-compliant option for users to move from the shopping center through Sakai Park to schools, the Aquatic Center, houses of worship, and commercial and residential areas.

While not connecting directly with the existing sections of the STO yet, the proposed segment on the West side of SR 305 between the intersection with Sportsman's Club/Madison Ave. N. to the intersection with Koura Rd. will provide users a safe way to move along an extremely busy and congested section of the highway. Bicycle commuters (both school and work) and motorists benefit because bicycles will be able to travel along a properly built route that is grade separated from the traffic lanes. Recreational cyclists, pedestrians, runners, and those using mobility assist devices will be able to move safely, not just along the thoroughfare, but also through a beautiful natural park and across a significant anadromous fish bearing stream. To minimize disturbance to the land, much of the route will pass along an old roadbed that formerly serviced one of the original dairy farms (now a natural park, complete with ponds, bogs, and wetlands) in Kitsap County. The route will also provide a safe, non-motorized connection to the Park District's main recreational center complex on Koura Rd.

The STO helps accomplish a major goal of the City's and District's partnership: to link neighborhoods, parks, and commercial centers with commuting corridors and recreational trails. This not only increases the opportunities for building a healthy community, it will also provide environmental and educational benefits as fewer motorized trips will be needed, and users will be able to enjoy the Island's natural beauty as they travel. Thank you for your consideration.

Very truly yours,

Ken DeWitt
Chair, Board of Commissioners
Commissioner, Position 2

Cc: City of Bainbridge Island, Bainbridge Island Parks Foundation, Bainbridge Island Land Trust

HOUSING RESOURCES BAINBRIDGE

730 Ericksen Ave NE, Ste 100
PO Box 11391
Bainbridge Island, WA 98110
Tel: 206-842-1909
info@housingresourcesbi.org

April 1, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Dear Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island FY 23 Appropriations funding request for the Sound to Olympics Trail-Meigs Park Connector trail.

As a community land trust, Housing Resources Bainbridge develops and manages permanently affordable homes, for rent and sale, and stewards these resources and land for community good.

The cost of living on Bainbridge is out of reach for too many families who are essential to the fabric of our community. Expenses related to transportation – access to service centers, schools, work, and transportation hubs such as the ferry terminal – compound the economic stressors of high housing costs.

The Meigs Connector Trail is an essential segment of the planned sustainable transportation corridor that will run the length of Bainbridge Island. The need for safe, equitable transportation is urgent for many islanders. Especially at a time when gas prices reach all-time highs, the Sound to Olympic Trail will offer one more option to families struggling with the cost of living. The trail will connect individuals of all ages and abilities to the Winslow core, the ferry, to schools, and the recreation opportunities that improve physical and social health.

By making it possible for people of diverse backgrounds and incomes to live on Bainbridge, Housing Resources Bainbridge is building a more equitable, inclusive, and healthy community. We support the development of safe, convenient, and affordable transit connections, including the Sound to Olympics Trail and the Meigs Park Connector, as an important contribution to a more livable community, benefiting families across the income spectrum.

Thank you for your support.

Phedra Elliott

Phedra Elliott
Executive Director

Bainbridge Island
Metro Park & Recreation District

March 30, 2022

Leslie Schneider, Commissioner
City of Bainbridge Island
280 Madison Ave N.
Bainbridge Is., WA 98110

Dear Commissioner Leslie Schneider,

Thank you for your ongoing efforts regarding STO policy development on Bainbridge Island. The STO is a vital asset to the community and the North Kitsap area. It successfully assists and facilitates non-motorized connections north – south across the island and into the county. With the planning and development of the non-motorized trail along SR 305 and through Sakai Park there is enhanced connectivity to neighborhoods, enhanced commuter routes and key destinations. .

In response to grant funding opportunities, Park's leadership is reaching out to demonstrate support continuing efforts for the STO as construction now terminates at Sakai Park. Prior efforts by the Park District have planned to have the park link for the STO be located within Sakai park both as community benefit and as ecological benefit. We wish to support the City of Bainbridge Island and its partners to facilitate the next phase of this evolving and significant regional asset.

We know that furthering non-motorized connections along SR-305 will benefit the hundreds of thousands of annual existing non-motorized users on the Bainbridge Island – Seattle Washington State Ferry route.

Thank you for your efforts.

Sincerely,

Terry Lande, Executive Director
Bainbridge Island Metropolitan Park & Recreation District

leafline trails coalition

Connecting Trails, Connecting Communities

April 1, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Dear Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island federal funding request for the Sound to Olympics Trail-Meigs Park Connector trail.

Leafline Trails Coalition works to realize a connected trails network—the Leafline—that provides equitable access, improved health, enhanced mobility, economic benefits, and recreational opportunities to thriving communities across Snohomish, Kitsap, King and Pierce counties in the Central Puget Sound region. Coalition members, partners, and supporters include governmental agencies, non-profit organizations, health organizations, community groups, businesses, trail users, and advocates who partner to grow and promote the regional trails network.

Completing the Sound to Olympics Trail (STO) is critical to unlock safe access to destinations by biking, walking, and rolling. The STO will serve as the longest active transportation spine on Bainbridge Island, providing an all-ages-all-abilities route linking ferry terminals to the Agate Pass Bridge before continuing on to North Kitsap as part of a destination cross-country route (the Great American Rail-Trail). The STO also offers access to schools, commercial and cultural centers, and parks. Residents and visitors alike will benefit from the completion of this connection.

According to a 2020 Washington Recreation and Conservation Office study, trails support 81,000 Washington jobs, on par with the aerospace industry, and contribute $8.2 billion per year to Washington's economy. As our region continues to reconnect and rebuild from COVID-19, trails like the STO are at the heart of our economic recovery.

Thank you for your consideration.
Sincerely,



Claire Martini
Project Manager,
Leafline Trails Coalition

leafline

I am pleased to be writing a letter in support of the Bainbridge Island Sound to Olympics Trail Project Meigs Park Connector Trail being submitted by my colleagues on the Bainbridge Island City Council in partnership with the Bainbridge Island Park District. As a supporter of the Bainbridge Island Transportation plan that was recently approved, I supported the connecting centers plan and the addition of the STO Meigs Park Connector is integral to this transportation vision.

The vision of the STO will encourage non-motorized transportation, provide ADA accessibility, improve drainage and safety features, incorporate native plantings with visual and acoustic buffers, and promote all modes of non-motorized transportation and connectivity to branch trails. This project will align and support the Meigs Park Connector segment of the STO..

Trails have always been my way to meet people. It's wonderful when I meet other people of color and discover that I have neighbors that I have never met. The STO will provide more of that connection that is always needed and welcomed in today's world. A place where we can all come together as one to enjoy the pacific northwest.

Through this letter, I acknowledge that there is a true partnership among myself and others that specify specific roles and responsibilities that will be fulfilled in the partnership. My role in this is to:

- Help provide information to promote equity and inclusion to those who may be underserved and may not have previously had access to trails
- Facilitate accessibility to the disabled and elderly - It is a shared-use path, meaning it is intended to be shared by people biking, walking, running, skating, and pushing strollers, as well as people in wheelchairs and using other assistive devices, moving in both directions.
- In my position a Councilmember Support the City's Transportation initiatives including the STO Meigs Park Connector Project.

I look forwarded to working with you and to your support of this important project in support of the Meigs Park Connector of the Sound to Olympics Trail.

Brenda Fantroy-Johnson
Councilmember, North Ward
City of Bainbridge Island.

Support for the Sound to Olympics Trail Meigs Park Connector Project

I am writing to express my support for the Sound to Olympics Trail Meigs Park Connector Project. This project is not only an integral part of our Climate Action Plan, it meets the expressed needs of constituents.

In December 2020 the City Council approved the Climate Action Plan (CAP). The CAP is an ambitious effort to significantly reduce greenhouse gas emissions on the Island and make us a more climate resilient community. Motorized vehicles contribute significantly to localized air pollution, impacting public and environmental health and safety. Increasing the use of alternative modes of transportation, including walking and biking, will serve to reduce these impacts. The Sound to Olympics Trail Meigs Park Connector Project is an integral part of this effort.

As a member of the City Council going into my fifth year, I've heard consistently from constituents how much they want to reduce their reliance on cars and walk and bike instead. It is among the most often repeated comments I hear. But people also tell me that to get out of their cars they need to feel safe. It is an unfortunate legacy of our car-centric culture that our roadways give too much favor to cars. The Sound to Olympics Trail Meigs Park Connector Project directly addresses this, by reversing the emphasis on cars and giving people the transportation option they need.

Thank you for considering our request.

Best regards,

Joe

Joe Deets
City of Bainbridge Island Mayor and District 7, North Ward Councilmember
E-mail: jdeets@bainbridgewa.gov
Mobile: 206-473-1864

BAINBRIDGE ISLAND
PARKS FOUNDATION

Officers

Sara Tifft,
President

Ann Browning,
Vice-President

Peter Vosshall,
Secretary

Rick Dernbach,
Treasurer

Board Members

Ty Cramer

Cyndy Holtz

Mort Kondracke

Amy Lenahan

Kelly MacDonald

Andy Maron

Steve Matthews

Elizabeth Ozimek

Dave Shorett

Jason Shutt

Andrew Welch

Executive Director

Mary Meier

Projects

Barbara Trafton

Marketing & Development

Lisa Sheffer

Communications

Douglas Crist

Executive Assistant

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island federal funding request for the Sound to Olympics Trail-Meigs Park Connector trail.

The Bainbridge Island Parks Foundation has been proud to be an active partner in planning, growing, and stewarding the STO since 2018. The STO is, Bainbridge Island's first "linear park" and a designated portion of the Great American Rail-Trail from Washington DC to the coast of Washington State. Supported in part by our dedicated Friends of the STO Trail Fund, we partner with the City of Bainbridge Island and the Bainbridge Island Metro Park and Recreation District these three past years to support the STO with over $220,000 and countless hours of staff time on the planning, construction, and maintenance.

The STO-Meigs Park Connector will create a continuous greenway of native trees and wildlife habitat, through which users will connect with nature whether using the trail for commuting or recreation. The Connector will provide immense local and regional benefit as a critical link between neighborhood centers and schools to the Bainbridge Island Recreational facility and Sakai and Meigs Park.

We hope you will consider federal funding to ensure this linear park and local link of the Great American Rail-Trail, this next critical link of this visionary national initiative, becomes a reality for our community and beyond.

Sincerely,

Mary Meier
Executive Director

BAINBRIDGE ISLAND
PARKS FOUNDATION

City of Poulsbo

Office of Mayor Rebecca Erickson

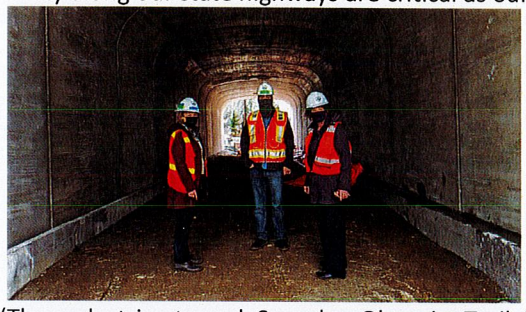
The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Re: FY 2023 Community Project Request- City of Bainbridge Island Sound to Olympic Trail-Meigs Park Connector

April 1, 2022

Dear Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island's federal funding request for the Sound to Olympics Trail-Meigs Park Connector. The city of Poulsbo is a great supporter of multi-modal transportation projects. Most recently, the city of Poulsbo is completing a leg of the Sound to Olympics Trail with the construction of the roundabout at Highway 305 and its pedestrian tunnel. Please see the embedded picture. Walking connectivity and safety along our state highways are critical as our cities grow and mature.



(The pedestrian tunnel, Sound to Olympics Trail, Highway 305, opening August 2022)

I was very pleased to hear the city of Bainbridge Island is requesting funding to support their piece of the Sound to Olympics Trail. The length of State Highway 305 should have trail connectivity from the Bainbridge Island Ferry all the way to Highway 3 in Poulsbo. It's an important feature for the safety of our public and the promotion of public health.

As we build these pedestrian connections, we also address stormwater, critical salmon barriers, restoration of wetlands, and the development of climate resilience. Pedestrian corridors build links between schools and create community cohesiveness.

Pedestrian corridors also incent economic development as a demonstration of investment in our communities. People want to live and work in a community that invests in multi-modal transportation. Trail connections link communities: the city of Bainbridge Island, the Suquamish Tribe, and the city of Poulsbo, all joined by a pedestrian connection. The Sound to Olympics Trail-Meigs Park Connector is a piece of the spine of this valuable trail connection.

Please support the city of Bainbridge Island's request for the Sound to Olympics Trail-Meigs Park Connector.

It will be amazing!

Becky Erickson, Mayor, City of Poulsbo

200 NE Moe Street ♦ Poulsbo, Washington 98370-7347
(360) 779-3901 ♦ fax (360) 779-5112
www.cityofpoulsbo.com ♦ berickson@cityofpoulsbo.com

March 28, 2022

The Honorable Rep. Adam Smith
The Honorable Rep. Suzan DelBene
The Honorable Rep. Derek Kilmer
The Honorable Rep. Rick Larsen
The Honorable Rep. Pramila Jayapal
The Honorable Rep. Kim Schrier
The Honorable Rep. Marilyn Strickland
United States House of Representatives

Re: Green Infrastructure to Improve Access to Trails, Outdoors & Active Mobility

Dear Members:

We are writing to you as members of the Puget Sound Trail Access Network, which coordinates on emerging federal policy and legislation across recreation and transportation, with the goal to increase funding for regional multimodal trails, transit-to-trails, parks and greenspaces, water trails, and backcountry trails in our region. Our coalition's constituencies represent more than 90% of the 4.2 million individuals that recreate outside and use active mobility in the Puget Sound region. With nearly 6 million residents projected by 2050, increasing access to trails is critical to meet demand for transportation options and nearby recreation; currently, only 15% of residents live within one mile of a shared-use path or protected bike lane.

We appreciate your leadership in preserving and expanding Puget Sound's trail access through recent actions in passing an FY22 omnibus budget, the Infrastructure Investment and Jobs Act, and your support of the Build Back Better Act.

As Congressional offices plan for FY23 appropriations, we seek your support for critical green infrastructure—including paved and unpaved multi-modal trails, greenspace, and recreational trails—for transportation, economic, and quality-of-life benefits.

Please include the following items in your priorities for work on FY23 appropriations:

Preserve and increase critical funding for critical outdoor recreation experiences in Puget Sound. These programs expand public lands stewardship, grant funding for more accessible opportunities to the outdoors for youth and all communities, and help to create pathways to employment that increase equity in our region.

- **$130m** - **Outdoor Recreation Legacy Partnership Program** (Department of Interior, National Park Service)
- **$30.51m - Capital Improvement and Maintenance, Trails Budget** (Department of Agriculture, Forest Service)

Fully fund active transportation programs established in the Infrastructure Investment and Jobs Act. These programs build facility networks that connect communities through new competitive grants, accelerating local and regional plans to create safe, convenient walking and biking routes to everyday destinations; and pilot projects to reduce flooding, improve air quality, and mitigate the urban heat island effect within communities of color and low income communities.

- **$500m - Active Transportation Infrastructure Improvement Program** (Department of Transportation)
- **$100m - Healthy Streets Program** (Department of Transportation)

Fund the green infrastructure programs previously outlined in the Build Back Better Act. These programs help reduce greenhouse gas emissions and address critical infrastructure issues, such as economic development, mobility equity, zero-emission transportation options like bicycling and walking, and provide pathways to sustainable green jobs through projects that reduce dependence on single-occupant vehicle trips.

- **$4b - Community Climate Incentive Grants** (Department of Transportation)
- **$4b - Neighborhood Access and Equity Grants** (Department of Transportation
- **$82m - Civilian Climate Corps Initiative** (Department of Interior, National Park Service)
- **$19m - Civilian Climate Corps Initiative** (Department of Agriculture, Forest Service)

The return on investment for trails is strong. Trails already support 81,000 Washington jobs (on par with the aerospace industry). Trail-based activities make up 1.45% of Washington's gross domestic product and contribute $8.2 billion per year to Washington's economy. Trails in Washington give back a whopping $5.9 billion in environmental benefits per year[1]. We can grow Washington's trail-based economy via targeted infrastructure investments: Active transportation projects provide 17 times more jobs per dollar than highway projects.

Your leadership in funding green infrastructure, including active transportation and outdoor recreation, comes at a critical time for Washington. These investments are crucial to preserving a sustainable future in Puget Sound. They will create equitable pathways to green jobs, invest in local economies, and create healthier, active populations. We would be more than happy to work with you on this effort and to answer any questions you may have. Thank you for your consideration.

Sincerely,

Washington Trails Association
Leafline Trails Coalition
Eastrail Partners
Issaquah Alps Trails Club
ForeverGreen Trails
Washington Bikes
Cascade Bicycle Club
The Wilderness Society
Transit Trekker

[1] Washington Recreation and Conservation Office, 2019 October. (https://rco.wa.gov/wp-content/uploads/2020/01/HikingBikingStudy.pdf)

Washington State Senate

Olympia Office:
PO Box 40423
Olympia, WA 98504-0423

Senator Christine Rolfes
23rd Legislative District

Phone: (360) 786-7644
Toll-Free: 1-800-562-6000
TDD: 1-800-635-9993
E-mail: Christine.Rolfes@leg.wa.gov

April 1, 2022

The Honorable Derek Kilmer
2059 Rayburn House Office Building
United States House of Representatives
Washington, DC 20515-4706

Dear Representative Kilmer:

Please accept this letter of support for the City of Bainbridge Island federal funding request for the Sound to Olympics Trail-Meigs Park Connector trail.

The fight against the climate crisis and the urgent need to protect our natural resources is the challenge of our lifetime. The state's budget from the recently completed legislative session in Olympia makes necessary investments in public lands and our threatened salmon species while building toward a clean energy future. Federal help would be appreciated to assist the community of Bainbridge Island, and its many visitors, to complete this trail connection.

This project aligns with state and federal goals in multiple ways:

- support and protect the environment by making trail networks effective and accessible to multimodal travelers
- support the health and well-being of residents and tourists alike by providing opportunities for outdoor recreation
- support tourism attractions on Bainbridge Island, helping to keep Washington State Ferry runs active and the system enjoyable

Thank you for considering this project request. I am happy to discuss the issue further or answer any questions I can as someone who is not only a state senator and budget chair, but who is also a longtime resident of Bainbridge Island.

Sincerely,

Christine Rolfes

Christine Rolfes
Washington State Senator
23rd Legislative District

SQUEAKY WHEELS
Bainbridge Island Bicycle Advocates

April 1, 2022

The Hon. Derek Kilmer
2059 Rayburn House Office Bldg.
Washington, DC
20515-4706

Congressman Kilmer,

I'm writing in support of the City of Bainbridge Island federal funding request for the Sound to Olympics Trail-Meigs Park Connector trail.

Squeaky Wheels is a bicycle advocacy organization based on Bainbridge Island, founded in 1994 by a group of bicyclists concerned about bicycle safety and access on the island. Squeaky Wheels exists to educate and promote bicycle usage.

For the past 28 years, Squeaky Wheels has advocated for safe biking facilities in order for residents to feel like they have safe and sustainable transportation choices. Squeaky Wheels believes bikes (especially e-bikes) can replace a large percentage of car trips, of 3-5 miles, if people have safe and inviting facilities to ride on, thereby reducing carbon emissions from transportation while providing additional health benefits. Completion of the separated STO Trail alongside the SR-305 highway promotes sustainable non-motorized transportation for commuters, residents using local services, cultural facilities and schools, and recreational trail users.

Additionally, The STO-Meigs Park Connector is a critical piece of the STO, that is easy and straight forward to construct since much of it is an old road bed.

Squeaky Wheels is pleased to support the City of Bainbridge Island's $3.1 million funding request to design and construct the STO Meigs Park Connector trail on Bainbridge Island.

Respectfully,

Demi Allen

Demi Allen
President, Squeaky Wheels

SOUND TO OLYMPICS TRAIL - PART OF THE GREAT AMERICAN RAIL TRAIL



12/31/2020, 11:01:38 AM

1:144,448

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

- Bainbridge Island Metro Park & Rec Trails (Printable Trail Map Link)
- Bainbridge Island Land Trust Open Space
- City Owned Farms
- City_Owned_Parks

County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

SOUND TO OLYMPICS TRAIL - PHASES 1-4 Approximately 3.3 miles of 7 mile route across Island



12/31/2020, 11:10:07 AM

1:36,112

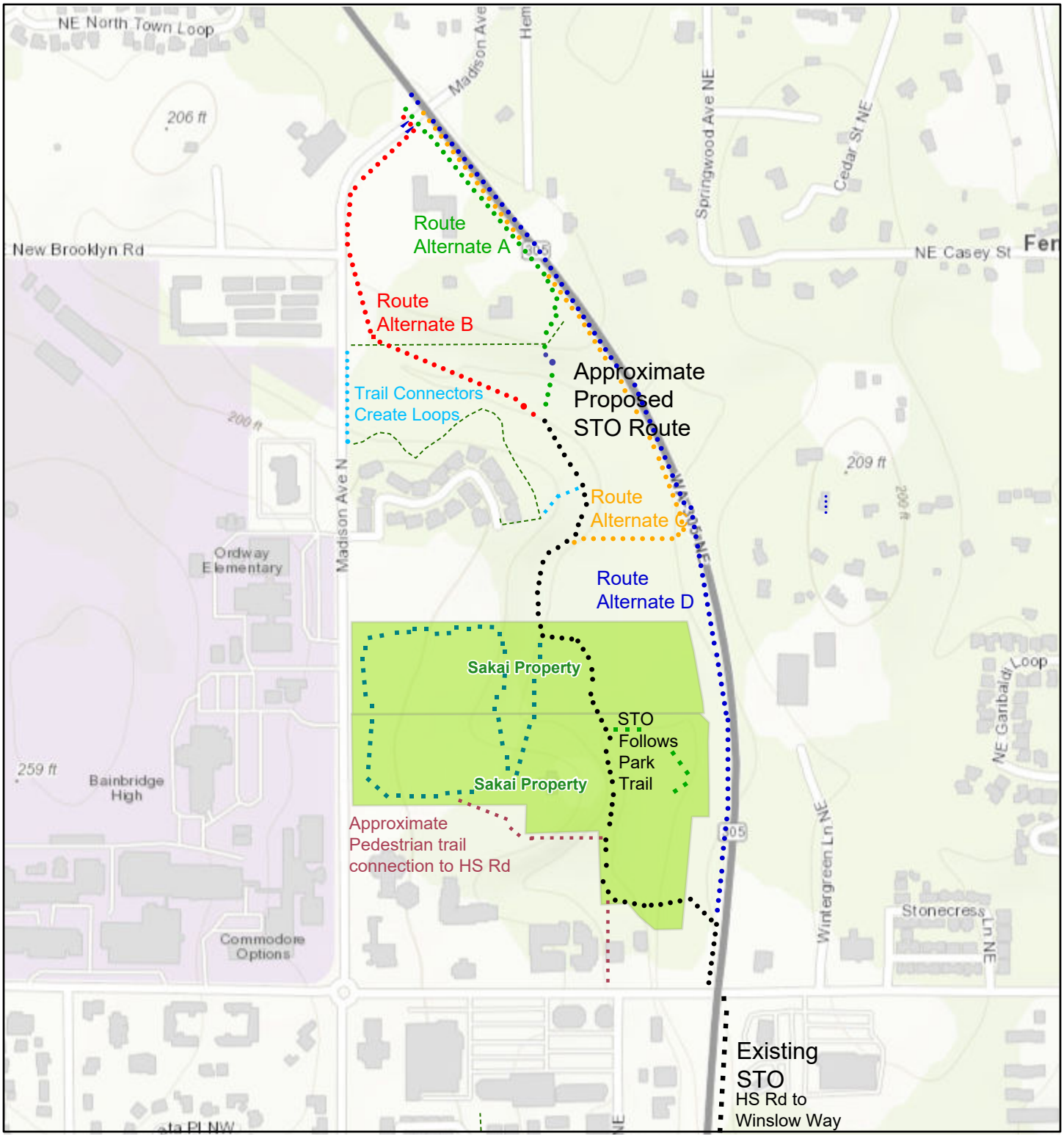
0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

- Bainbridge Island Metro Park & Rec District Parks
- City of Bainbridge Island Maintained Trails
- Bainbridge Island Metro Park & Rec Trails (Printable Trail Map Link)
- Bainbridge Island Land Trust Open Space
- City_Owned_Parks

County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

SOUND TO OLYMPICS TRAIL - PHASE 3 - ROUTE OPTIONS



10/6/2020, 4:16:56 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Bainbridge Island Metro Park & Rec District Parks

City of Bainbridge Island Maintained Trails

SOUND TO OLYMPICS TRAIL
PLANNING DOCUMENT

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

THE SUQUAMISH TRIBE

Post Office Box 498
Suquamish, WA 98392-0498
Phone (360) 598-3311
Fax (360) 394-3686

March 31, 2022

Representative Derek Kilmer
2059 Rayburn House Office Bldg
Washington DC 20515

Re: Bainbridge Island Community Project Funding Request

Dear Representative Kilmer:

I am writing this letter to express the Suquamish Tribe's support of federal funding for the Bainbridge Island "Meig's Park Connector," a Sound-to-Olympics (STO) trail segment to be constructed by the City of Bainbridge Island in partnership with the Bainbridge Island Parks Department.

This is an opportunity to create a one-mile linear park and multi-use trail that connects two new and important public amenities. At the south end it starts at a **salmon bridge at Murden Cove** near Sportsman Club (constructed by WSDOT, breaking ground Q2 of 2022) and connects at Koura Road at the north end to the new **Bainbridge Island Recreation Center** (purchased recently and converted from a private club to a public amenity by the Bainbridge Island Parks District).

The timing of connecting a new multi-use trail to the new WA DOT salmon bridge creates an opportunity to give access to and improve public understanding of the importance of salmon streams to indigenous people, and would provide safe, healthy, and equitable access to people of all ages and abilities to a new recreational facility recently open to all.

The City of Bainbridge Island, the Bainbridge Parks Foundation, and the Suquamish Tribe already are collaboratively creating inviting points of interest along the Sound to Olympics trail for art installations and interpretive signage. This project would further that partnership and provide a unique opportunity to incorporate a new fish passage for enjoyment and greater understanding of the importance of salmon to the Suquamish Tribe.

When complete, the Sound to Olympics Trail will extend across Kitsap County to link two Washington State regional trail systems: the Mountains to Sound Greenway to the east and to the Olympic Discovery Trail to the west. Poulsbo and Port Gamble have also recently invested in key segments. We have momentum. Every additional STO section increases the options for people both locally and regionally to utilize safe, scenic trails that everyone can enjoy.

We are hopeful that the Bainbridge Island request would be seriously considered by your office for the improvements it offers to recreation, salmon recovery and cultural understanding of this part of Bainbridge Island, an important part of the ancestral territory of the Suquamish people.

Kelli Sheldon

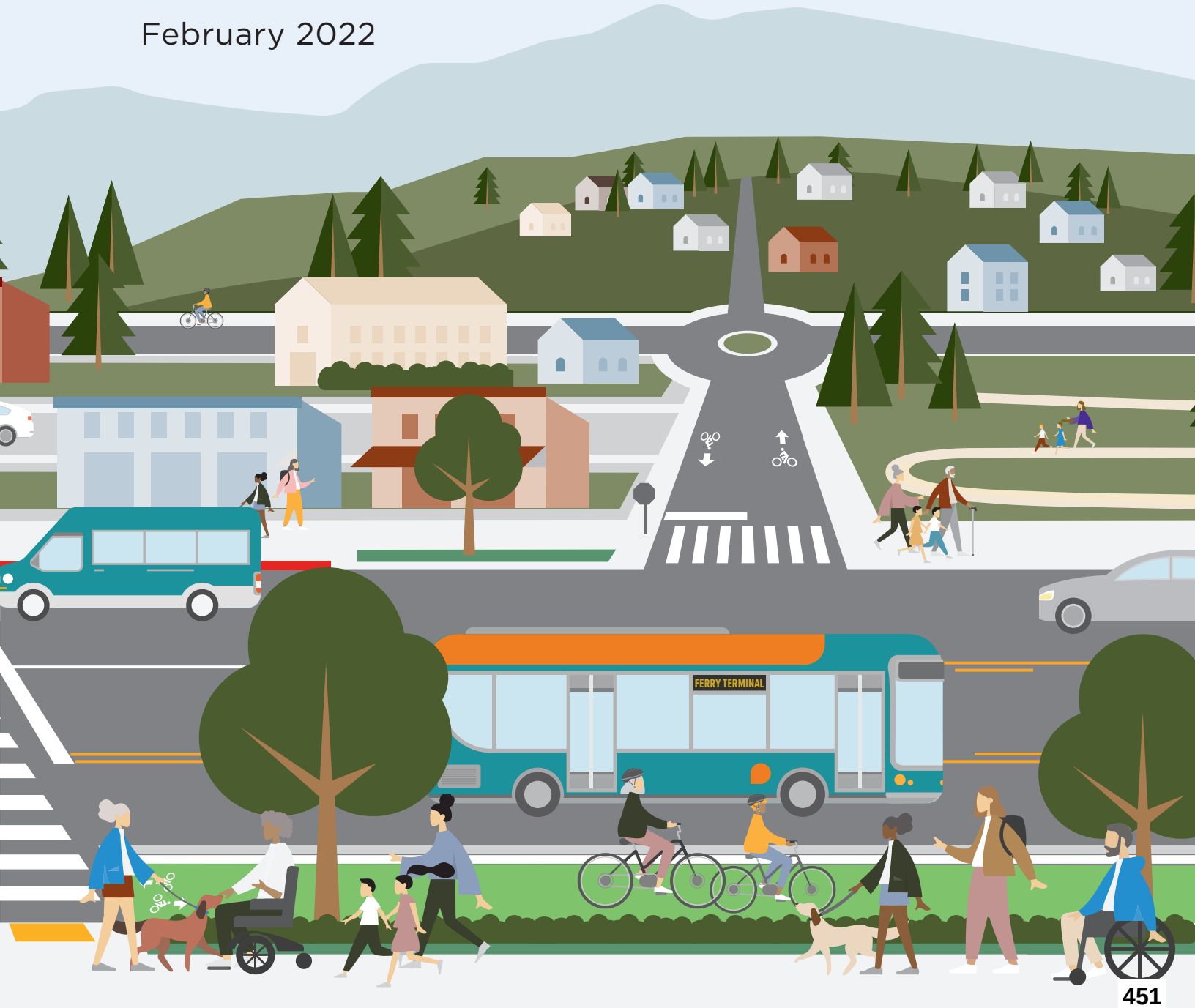
Respectfully,

Leonard Forsman
Chairman

Bainbridge Island

Sustainable Transportation Plan

February 2022



LAND ACKNOWLEDGEMENT

We acknowledge that Bainbridge Island is within the aboriginal territory of the sʊ̀qʷabš "People of Clear Salt Water" [Suquamish People]. Expert fishermen, canoe builders, and basket weavers, the Suquamish People live in harmony with the lands and waterways along Washington's Central Salish Sea as they have for thousands of years. Here, they live and protect the land and waters of their ancestors for future generations as promised by the Point Elliot Treaty of 1855.



Acknowledgements

The Sustainable Transportation Plan advances our climate goals and greenhouse gas reduction by building out sustainable networks that are safe, accessible, and connected. This plan is the result of significant work and dedication by hundreds of people across our Island. The following individuals were critical in shaping the Sustainable Transportation Plan.

CITY OF BAINBRIDGE ISLAND

Mark Epstein
Project Manager, Engineering

Chris Wierzbicki
Public Works Director

Kristen Drew
Communications Coordinator

Blair King
City Manager

CITY COUNCIL

Current City Councilmembers
Leslie Schneider
Brenda Fantroy-Johnson
Joe Deets
Kirsten Hytopoulos
Michael Pollock
Jon Quitslund
Clarence Moriwaki

Previous City Councilmembers
Christy Carr
Rasham Nassar
Kol Medina

CONSULTANT TEAM

Nelson\Nygaard Consulting Associates
EnviroIssues

SUSTAINABLE TRANSPORTATION TASK FORCE

Melissa Bang-Knudsen
Bart Berg
Lafayette Chabot
Ruth Flanagan
Helaine Honig
Kim Leatham
Susan Loftus
Alyse Nelson
Emily Reardon
David Reynolds-Gooch
Kirk Robinson
Barbara Tolliver
Robert Weschler
Jonathan Williams
Don Willott
Carter Wolff
Barbara Zimmer

TECHNICAL ADVISORY TEAM

Perry Barrett
Bainbridge Island Metro Park and Recreation District

Tamela Van Winkle and Dane Fenwick
Bainbridge Island School District

John Clauson
Kitsap Transit

Matthew Pahs
Washington State Department of Transportation

Kevin Bartoy and Carmen Bendixen
Washington State Ferries

Andy Swayne
Puget Sound Energy

Lisa Macchio
Bainbridge Island Planning Commission

Lara Hansen
Bainbridge Island Climate Change Advisory Committee

Jennifer Sutton
Senior Planner, Planning and Community Development

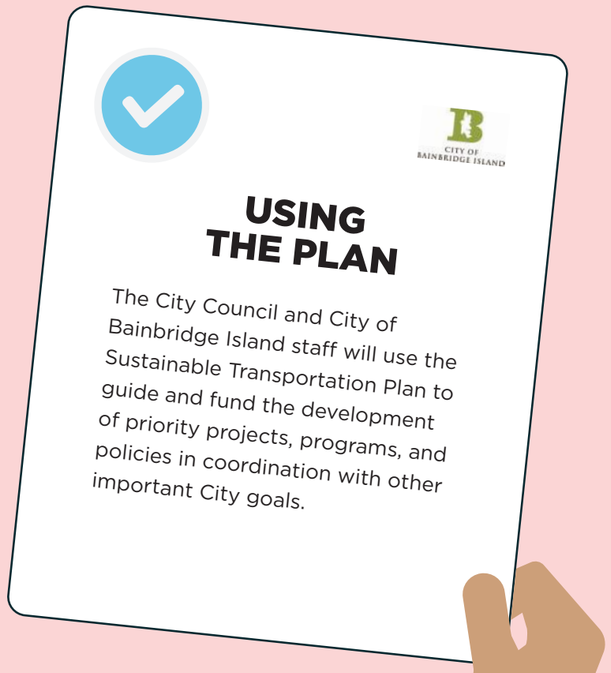
What is the Sustainable Transportation Plan?

The Sustainable Transportation Plan advances our climate goals and greenhouse gas reduction by building out sustainable modes that are *safe, accessible, and connected*.

Our community worked together to create a plan that will help to reduce carbon emissions by 90% by 2045.

Guided by insights from previous work, new analysis, and your input, we have charted a path to reduce our greenhouse gas emissions, improve transportation safety, expand mobility options, and enhance the overall experience of getting around the island—whether you call Bainbridge Island home, commute here for work, or are just visiting.

We must act quickly and decisively to achieve our goals, building on the strong foundation set by other transportation and land use plans. From the Core 40 bicycle network and other priority sustainable transportation networks to our subarea plans to the work of our partner agencies, the Sustainable Transportation Plan rests on these and many more efforts:





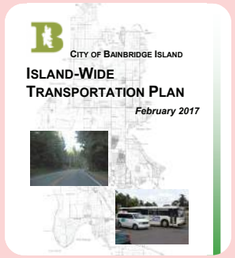
CLIMATE ACTION PLAN



KITSAP TRANSIT LONG-RANGE TRANSIT PLAN



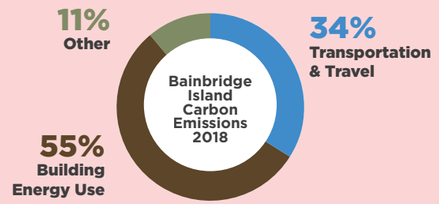
SUBAREA PLANS



ISLAND-WIDE TRANSPORTATION PLAN

Why is this plan needed?

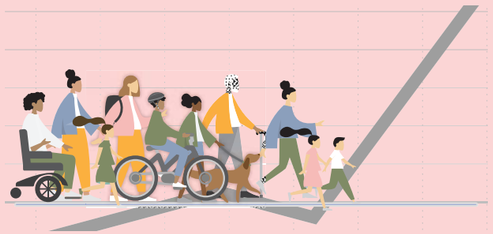
We're in the midst of a period of unprecedented change, presenting important opportunities for Bainbridge Island and our residents, workers, and visitors. There are many challenges facing us, and they require creative approaches and big ideas.



We are facing a climate emergency. We can no longer wait to reduce our environmental impacts, and we must focus on further developing a resilient transportation system that can respond and adapt to changing conditions. More than a third of our island's emissions come from transportation and travel. Shifting trips from driving, especially from driving alone, to walking and rolling, biking, and transit will reduce carbon and greenhouse gas emissions.



We are still dealing with the impacts of a pandemic. COVID-19 has changed our daily lives—and our travel patterns—for the last two years. With more people working from home and looking for ways to stay active, creating a sustainable transportation system to support non-work trips is critical to Islanders' physical and mental health and wellbeing. Other cities are doing more to get their residents walking and biking, and it's time to catch up!



Our island's population is growing. With more residents come increasing pressures on Island traffic as well as on housing affordability, equity, and accessibility. Providing low-cost sustainable transportation options can help us move more people, address systemic inequities, and keep Bainbridge affordable for families and for people who work on the Island.



Mobility is changing daily. Smartphones have reshaped the way we understand our transportation options and how we request services. Shared bikes (including e-bikes), cars, and rides make it increasingly possible to live a car-free or car-lite lifestyle, and these options are coming to Bainbridge. New devices and technologies are launching every day, and they will both enhance and put pressure on our networks.

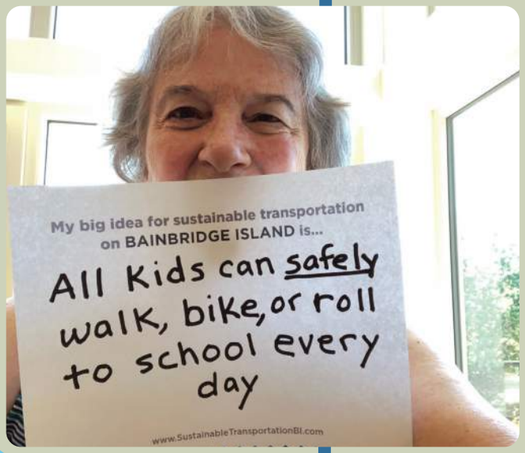
How was the plan created?

The process to develop the Sustainable Transportation Plan began in 2019. Building from best practices research and community values, we shaped goals, an evaluation framework, and recommendations that help to fill mobility gaps and move Bainbridge Island toward our climate action goals.



1 BEST PRACTICES

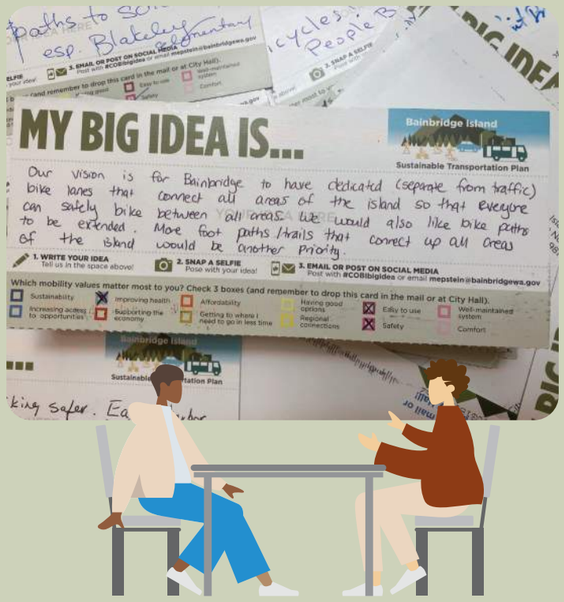
We started our work by looking at what other North American cities are doing to advance sustainable transportation. By talking to leading practitioners, exploring the goals of cities small and large, and leveraging the project team's expertise, we outlined a community-centered process to create Bainbridge Island's Sustainable Transportation Plan.





2 MOBILITY VALUES

Building on a City Council workshop, we engaged with Bainbridge Island residents to understand people's mobility values. These values were used to develop goals and objectives, explore gaps, evaluate solutions, and identify the recommended near-term projects included in this plan. Prioritizing sustainability, safety, and greater connectivity led to a focus on an all-ages-and-abilities bike network and more tailored transit services.



3 GOALS AND GAPS

To guide the Sustainable Transportation Plan, we used the mobility values to shape six goals, which were approved by City Council. The goals and their supporting objectives explain what Bainbridge Island residents want the plan to do for the community. Our Task Force helped to identify gaps in the existing sustainable transportation networks—tied to the goals—to highlight where there are unmet needs and opportunities for improvement.





4 POTENTIAL SOLUTIONS

Bainbridge Island residents shared their big (and small) ideas for sustainable transportation early in the project, and our Task Force worked in subcommittees to develop new networks and ground-truth their feasibility. The project team then used a layered analysis approach to identify several hundred potential projects, programs, and policies that could fill sustainable transportation gaps, overcome barriers, and advance the plan's goals.

5 EVALUATION AND PRIORITIZATION

After creating the Sustainable Transportation Plan vision for complete walking and rolling and transit and shared mobility networks, we used the community's values and the plan's goals to evaluate the many projects. This exercise helped us prioritize the solutions based on their potential impact, creating a shorter list of projects for three scenarios. The scenarios recognize our cost constraints and unique context.





Sustainable Transportation Plan

Who developed this plan?

The Sustainable Transportation Plan represents two years of hard work by hundreds of people, including Island residents and business owners, City Council, City of Bainbridge Island staff, agency partners, and our consultant project team. The collaboration by and perspectives of each person who participated helped to create a plan that outlines and guides our sustainable transportation future.



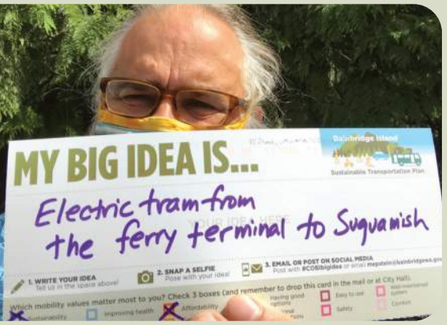
SUSTAINABLE TRANSPORTATION TASK FORCE

The Sustainable Transportation Task Force, created and appointed by the City Council, included nearly 20 volunteers who met regularly throughout the project. The role of the Task Force was to provide advice, local expertise, and unique perspectives; to review ongoing work; to offer input on potential solutions and draft recommendations; to advocate for Sustainable Transportation Plan outcomes; and to connect with others around the Island. The Task Force conducted field work to identify gaps, helped to develop long-term networks, weighed tradeoffs, and worked closely with one another to create a plan that has broad support.



TECHNICAL ADVISORY TEAM

To completement the Task Force, we established a Technical Advisory Team, which included departmental and agency representatives with a role in sustainable transportation on Bainbridge Island: City of Bainbridge Island Planning, Public Works, Communications, and the Planning Commission; Bainbridge Island Metro Park and Recreation District; Bainbridge Island School District; Washington State Department of Transportation; Washington State Ferries; Kitsap Transit; and Puget Sound Energy. The Technical Advisory Team reviewed our analysis and advised the project team on programs, partnerships, and opportunities to leverage resources.

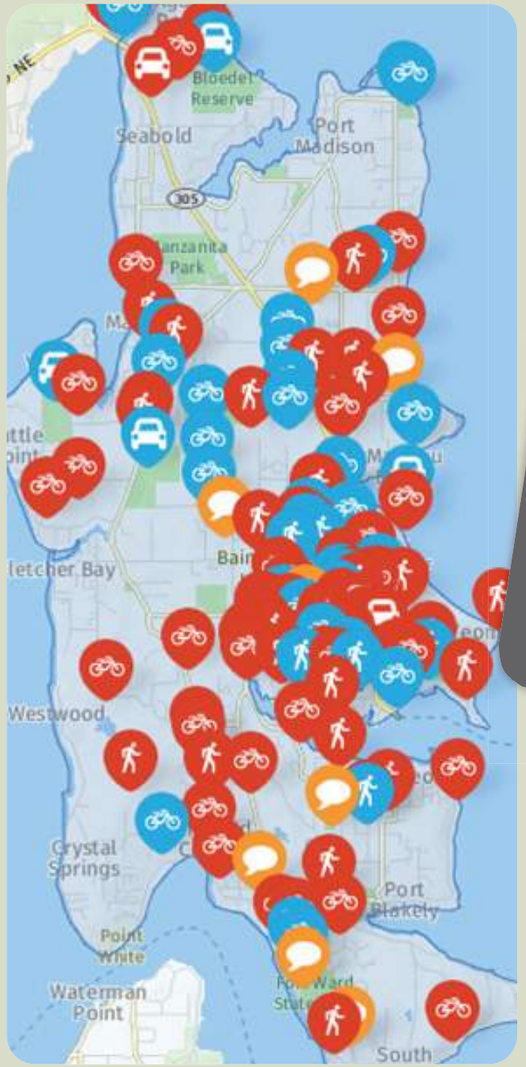


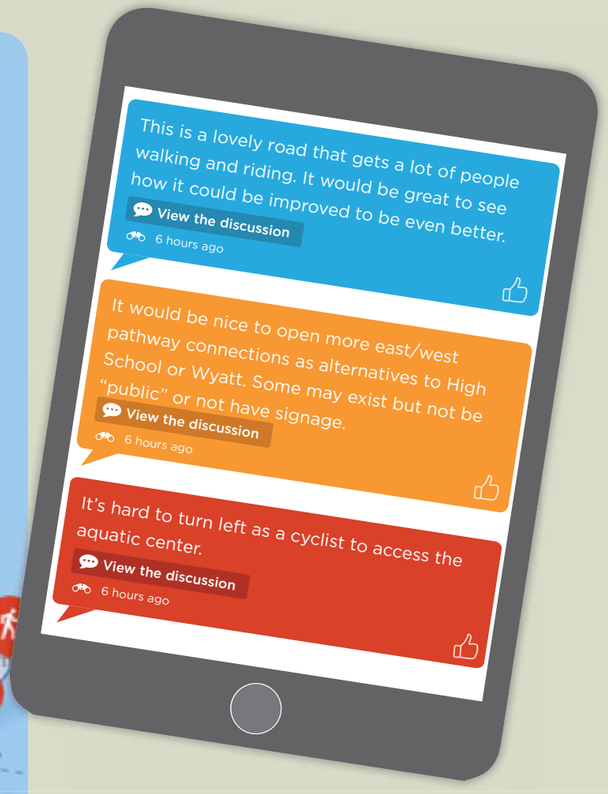
COMMUNITY MEMBERS

Community members from across the Island helped to shape the Sustainable Transportation Plan's vision and goals, as well as the recommended projects and programs. From identifying mobility values to sharing your big ideas for the future of transportation on Bainbridge Island, you offered suggestions for more comfortable, connected places to walk and bike, ideas to improve safety for seniors and students, new regional connections by water and bus, and the importance of maintaining our current transportation system.

How did the community help us identify needs?

Early in the project, we asked the Bainbridge Island community to tell us about the barriers you experience when using sustainable transportation modes. Through an online mapping exercise and small-group discussions, you identified narrow roads with limited visibility, missing connections that require out-of-direction travel, and high-speed traffic as your top challenges to walking, rolling, and biking on the Island.





The community mapping activity also pointed out what's great about sustainable transportation on the island, including important destinations for walking, rolling, and biking.

What are Bainbridge's existing sustainable transportation assets?

We didn't start from scratch to create the Sustainable Transportation Plan. Beyond the many transportation and land use plans developed over the years, Bainbridge is guided by strong values. Our Island has many assets—including the Core 40 bicycle network, the Sound to Olympics Trail, and Washington State Ferries and Kitsap Transit service—that form a strong backbone for this plan's recommendations. And our neighborhood centers are complemented by a unique rural character and a stunning natural environment that we must preserve and protect.



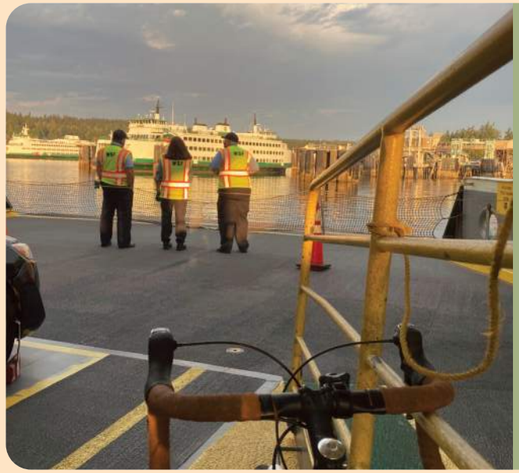
MOBILITY VALUES

Our shared values are the foundation of the Sustainable Transportation Plan, and we've used them to guide decisions and identify priority investments. Through early engagement activities, Island residents pointed to safety, sustainability, and taking care of our current transportation infrastructure as important values. Improving safety and reducing environmental impacts were also commonly cited as Island priorities.



RURAL AND SCENIC CHARACTER

The island's natural and scenic character is enhanced by rural winding roads and the vision for SR 305 as a green and scenic highway. Beautiful paths, world-class parks, and stunning viewpoints encourage walking and biking. Lush vegetation and native habitat invite exploration and support mental and physical health.



WATER AND LAND TRANSIT PARTNERSHIPS

Strong interagency partnerships—including bus and ferry service—are integral to the local and regional transportation system. The City complements these services by prioritizing access to transit stops and the ferry terminal and adopting land use policies that focus growth near the ferry terminal and transit corridors.



ENGAGED RESIDENTS

Bainbridge Islanders are passionate about this community and its opportunities. Hundreds of people participated in outreach activities, joined the Sustainable Transportation Task Force meetings, and shared input throughout the planning process. Your enthusiasm is an important asset that will help to support implementation.

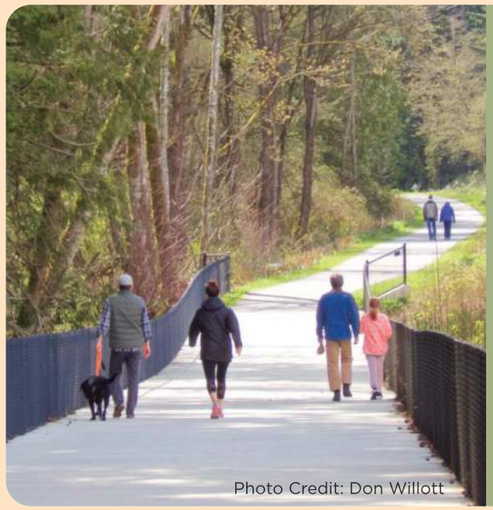


Photo Credit: Don Willott

CORE 40 BICYCLE NETWORK AND SOUND TO OLYMPICS TRAIL FACILITIES

We've made some important investments in sustainable transportation over the years, from building out the Core 40 network of bike routes to constructing the first phase of the Sound to Olympics Trail. These facilities form a critical backbone for the Sustainable Transportation Plan and help to connect some of the Island's most important destinations.



NEIGHBORHOOD CENTERS AND DESTINATIONS

Our growth is focused in five designated centers that prioritize mixed-use, pedestrian-scale development. We're also an island of local and regional destinations, with parks and shoreline street ends, schools and recreational facilities, and shops and the charm of downtown Winslow that draw locals and visitors alike.

What gaps is this plan helping to address?

These gaps help point to the types of investments that are needed as we work toward our vision. To complement the City's past planning work and to build on the input from the community, the Sustainable Transportation Plan project team analyzed data and worked with the Task Force to identify gaps that must be addressed to meet our Island's sustainable transportation goals.



NON-COMMUTE DRIVING

Nearly 60% of the Island's commute trips are made by sustainable modes. However, non-commute trips are predominantly made by driving alone. Shifting a portion of the non-commute trips to sustainable modes would decrease our greenhouse gas emissions.



BICYCLE TRAFFIC STRESS

Nearly a third of Bainbridge Island roads have the highest levels of bicycle traffic stress. The Sound to Olympics Trail is the island's only all-ages-and-abilities bicycle facility. To get more people walking, rolling, and biking, we must create more comfortable places for kids and families to travel.



CRASHES AND SAFETY

People walking or biking were involved in 8% of the total collisions on Bainbridge Island from 2007 to 2019. Yet more than half the collisions resulting in a fatality or serious injury involved someone walking or bicycling. We can improve safety for our most vulnerable travelers by providing protected facilities.



LONG COMMUTES

Many people who work on Bainbridge Island live off-island due to a limited number of high-wage jobs coupled with very high housing costs. This translates to longer commutes that are often difficult to make by sustainable modes. Providing more affordable and sustainable transportation options can help to create a more equitable community.



LACK OF CONNECTIVITY

Several important community destinations do not have sustainable transportation connections. And Bainbridge Island's transit routes focus on the ferry terminal with few direct connections between island destinations outside of Winslow. By better connecting the places people want to go with sustainable modes, we can provide efficient and reliable choices for more trips.



Source: City of Bainbridge Island

FUNDING SOURCES

The City of Bainbridge Island consistently spends a large proportion of its transportation capital improvement budget on non-motorized projects. However, current funding only supports three to four non-motorized projects per year. We must find new sources of funding and leverage partnerships to build and maintain the Island's sustainable transportation network.

What is the Island's vision for sustainable transportation?

As we look to the future, we envision a walking and rolling network that supports people of all ages and abilities with safe, comfortable connections between our neighborhood centers and important Island destinations. That network will be complemented by a transit and shared mobility network that provides affordable, accessible options throughout the day and into the evening and takes advantage of new and emerging technologies.

Through partnerships and by leveraging both public and private sector resources, we'll expand the funds that are available to maintain our current system and build networks that respect our Island's natural character while making important strides to address climate change.

Bainbridge Island's current transportation networks



110
MILES OF TRANSIT ROUTES



125
BUS STOPS



210
MILES OF ROADS



100
MILES OF WALKING PATHS



10
MILES OF BIKE FACILITIES

What are Bainbridge Island's goals for sustainable transportation?

Our goals—defined by City Council and the community—describe what we will achieve together.

Bainbridge's Sustainable Transportation Plan defines the Island's mobility future. In addition to our priority goal of reducing greenhouse gas emissions by 90% by 2045, our community holds other important values related to moving around Bainbridge Island. Our sustainable transportation goals set a framework for decisions and investments that are aligned with our community's priorities.



CLIMATE ACTION AND RESILIENCE

Address the climate crisis to create a more resilient Bainbridge Island



NATURAL SYSTEMS AND RURAL CHARACTER

Preserve the health of Bainbridge Island's natural systems and honor its rural character



SAFETY AND COMFORT

Create transportation networks that protect and prioritize the most vulnerable travelers



EQUITY AND ACCESSIBILITY

Eliminate disproportionate burden in our mobility system, focusing on younger and older people, people of color, low-income people, and women



CONNECTED AND CONVENIENT

Develop an integrated mobility system that connects destinations with sustainable travel options



IMPLEMENTATION AND FUNDING

Expand available resources to advance community priorities and complete networks

The Sustainable Transportation Plan establishes a new vision for mobility on the island to reduce carbon emissions and improve safety and mobility for all. With a focus on complete and connected networks that enhance the Island's natural systems, the Sustainable Transportation Plan articulates a pathway to implementation.

OUR 2045 VISION:

Walking and Rolling Network

Our 2045 Walking and Rolling Network provides connections to Island destinations, including schools, shops, major employment centers, and bus stops. It builds on the Core 40 bicycle network and Bainbridge's world-class trail system to provide safe facilities for people walking, using mobility devices, and biking.

The network includes new sidewalks and side paths, shared streets, and upgrades to existing bike facilities to create more separation from traffic and new all-ages-and-abilities facilities across the Island. The vision also features a completed Sound to Olympics Trail that connects people from the ferry terminal to the Agate Pass Bridge. These investments will increase accessibility, comfort, safety, and connectivity for all Island residents.



Photo Credit: Don Willott

Facilities for All Ages and Abilities

All-ages-and-abilities bicycle facilities provide comfortable separation from motor vehicles, both along a roadway and while crossing an intersection.

To make biking attractive and accessible to a broad range of people, Bainbridge Island needs facilities that meet the needs of children, women, seniors, and people who have different abilities. Many of Bainbridge's existing bicycle facilities exclude people who are curious but cautious riders—those for whom riding a bike might not be the first choice—and favor confident riders, who tend to be adult men. To achieve a 50/50 gender mode split for bicycling on the island, Bainbridge must design low-stress facilities that attract a wide range of people.

On-street bike facilities such as protected bike lanes provide physically separated space for people bicycling, buffering them from vehicle traffic. Multi-use trails like the Sound to Olympics Trail (STO) provide off-street, dedicated space that is used only by people walking, rolling, and bicycling. Today, the STO provides a comfortable, low-stress alternative to traveling along the shoulder of SR 305 between Winslow Way and NE High School Rd.





Our vision can be implemented with different types of all-ages-and-abilities facilities. This wedge-curb bike lane is vertically separated from vehicle traffic and is a different surface color than the traffic lane. These design features tell drivers to expect people on bikes.

You can learn more about these projects by visiting our interactive map at https://tinyurl.com/yckbypkt.

OUR 2045 VISION:

Sound to Olympics Trail

The Sound to Olympics Trail (STO) is envisioned as a regional trail system that will connect the Bainbridge Ferry Terminal with the Olympic Peninsula. It is part of the Great American Rail-Trail route, linking the Seattle Waterfront Pathway to the east with the Olympic Discovery Trail to the west.

On Bainbridge Island, the trail will generally follow the SR 305 right-of-way for the seven miles from the ferry terminal to Agate Pass Bridge. This alignment is the longest contiguous "hill-free" stretch of land on Bainbridge Island; while it's not entirely flat, it is relatively flat compared to any other seven-mile stretch on the island.

The STO is a two-way, shared-use path that serves people of all ages and abilities. This means it will be used by people biking, walking, running, skating, and pushing strollers, as well as people in wheelchairs and those who use other assistive devices. Completing the STO will require continued commitment and significant funding that is beyond the resources the City currently has available. The trail is included in both local and regional plans, which makes it eligible for federal funding through competitive grants.

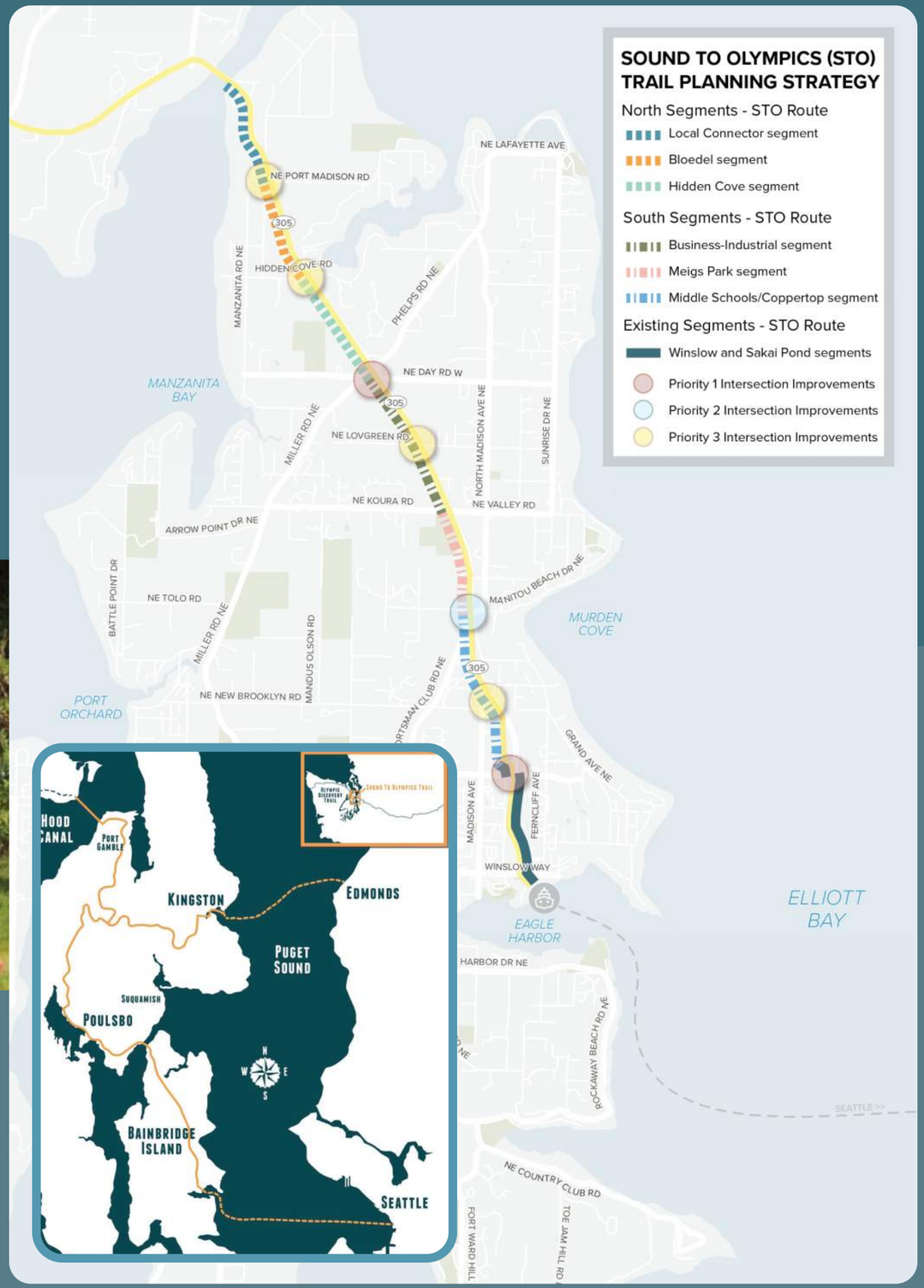


Photo Credit: Don Willott

Taking the Next Steps

The Winslow Connector was the first fully constructed segment of the STO, running 1.1 miles on the east side of SR 305 from Winslow Way to High School Road. The second segment of the STO, the Sakai Pond Connector, was constructed in 2021.

Up next is a continuation north to Sportsman Club Road (the Coppertop Connector), which will be followed by the Meigs Park Connector that will take people to Koura Road. Future phases will continue to the Agate Pass Bridge and connect to sections of the STO in Poulsbo and Port Gamble. The map to the right highlights the phasing of the trail, including priority crossings of SR 305.



OUR 2045 VISION:

Transit and Shared Mobility Network

Transit is at the core of any great sustainable transportation system, and a high-quality transit network plays a critical role in creating a more equitable, affordable, and connected Bainbridge Island.

The Sustainable Transportation Plan's long-term transit and shared mobility network includes both an intra-Island and a Winslow circulator, focusing on connections to more Island destinations to increase the usefulness and competitiveness of transit on Bainbridge Island. This "flexible fixed-route" service follows a regular route but can respond to customer needs like an on-demand service. We've also focused on more service throughout the day and on weekends to make transit more convenient for non-work trips, both on existing routes and new routes. A complementary expansion of BI Ride—with electric shuttles provided by a private partner—could provide enhanced sustainable mobility for all types of trips across the Island. Finally, a network of mobility hubs, updated park-and-rides, and improved bus stops will connect people to shared mobility options.

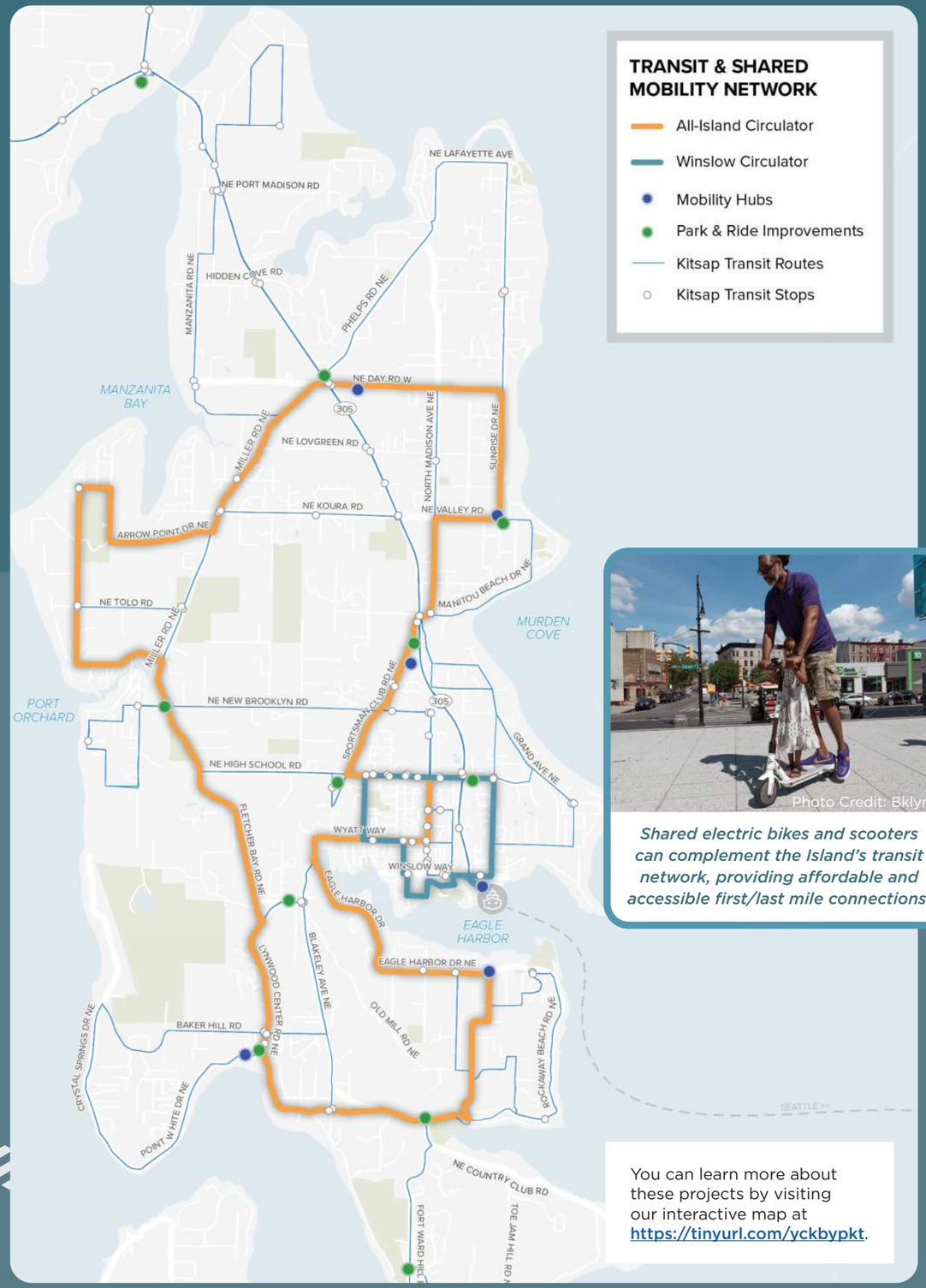


Photo Credit: Bklyner

Shared electric bikes and scooters can complement the Island's transit network, providing affordable and accessible first/last mile connections.

You can learn more about these projects by visiting our interactive map at https://tinyurl.com/yckbypkt.

Island Mobility Hubs

Serving as a community anchor, a mobility hub is a welcoming environment that connects multimodal transportation options and supportive amenities. Mobility hubs offer a safe, comfortable, convenient, and accessible space to transfer between travel modes. They can help to reduce emissions, increase affordability, and enhance connections across the Island, while seamlessly integrating public and private mobility services.

Mobility hubs are important in many different contexts, from a denser, transit-oriented development to a more suburban or rural park-and-ride. Wherever they are located, mobility hubs must be tailored to the needs of the people and communities they serve.

You might find a mix of the following features at mobility hubs throughout Bainbridge Island:

- Bus shelters and waiting areas
- Real-time traveler information
- Secure bike parking
- Shared e-bikes and scooters
- Loading zones for pick-up and drop-off
- Charging stations for electric vehicles and bikes
- High-quality walking and biking connections
- Amenities such as lighting, street furniture, wayfinding, and kiosks



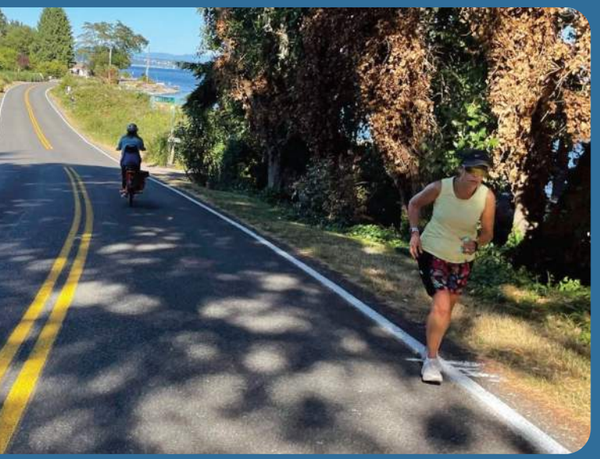
How are we working toward our 2045 vision?

No matter how much we'd like to, we can't build the entire 2045 vision at once. We have to prioritize, identifying the investments that will move us toward our vision and will do the most to help us achieve our goals of climate action, safety, accessibility, and connectivity while advancing equity and building complete networks.

To identify the most impactful projects, programs, and policies, we took the following steps:

1 GOALS AND EVALUATION RESULTS

We conducted a data-driven evaluation—based on the community's mobility values—to identify the projects that would do the most to advance our project goals. Those projects were prioritized in tiers to help us think about what we should do first.



2 CONNECTIONS TO DESTINATIONS

We then drew a quarter-mile radius around top destinations on the Island. These destinations were based on feedback we've heard from you throughout this process. Focusing on projects that link these locations helped us begin to create a connected and accessible network.





3 TRAFFIC VOLUMES AND TRAFFIC CALMING PRIORITIES

Next, we looked for areas on the Island that have high volumes of traffic, especially on corridors that connect to key destinations. We also looked for overlaps with the locations we've identified as high priorities for traffic calming, using this step to think carefully about the most important areas to increase safety.



4 HIGH BIKE USE LOCATIONS

Finally, we used new bike count data to identify project locations that touch places on the Island where a lot of people are already riding. This pointed us to project locations that would do the most to increase comfort, both for people who are already traveling by sustainable modes and those who are hoping to try a new way of moving.



5 TASK FORCE AND COMMUNITY INPUT

Looking at the locations where the results of Steps 1-4 came together, we worked with our Sustainable Transportation Task Force and other members of the community to establish critical locations and projects for funding and implementation. We broke those projects into four levels of priority, reflecting what matters most to the community as we work to meet our goals.

Even with a prioritized set of projects, programs, and policies in hand, there's not one "right answer" for how we move forward. Much will depend on the resources available, opportunities to leverage other investments, and partnerships. To provide options and weigh tradeoffs between different combinations of projects, we have developed three scenarios that advance our vision. These scenarios identify phased solutions that are context sensitive—the investments we've included are described on the following pages.

What investments are included in the scenarios?

The three scenarios described on the following pages include walking, rolling, and biking projects; transit, bus stop, mobility hub, and park-and-ride projects; programs and policies to complement sustainable travel modes; and new staff to help us deliver the Sustainable Transportation Plan.

All three scenarios are based on the same list of projects, programs, and policies and advance our climate goals and greenhouse gas reduction priorities by building out sustainable networks that are safe, accessible, and connected. However, each scenario includes a slightly different mix of investments because of funding, implementation priorities, and dependencies between projects. Detailed lists of the investments, including their cost and level of priority, are shown in Appendix A: Sustainable Transportation Plan Working Documents.



WALKING, ROLLING, AND BIKING PROJECTS

Planned Projects — Planned projects are those that are already in the City's Capital Improvement Program. They are moving forward and are an important part of building our sustainable transportation network. One of our planned projects is a "complete streets" project that includes wider sidewalks, protected bike lanes, and traffic calming on Madison Avenue between Winslow Way and SR 305.

Island-Wide Projects — These projects offer something for everyone, addressing priority traffic calming locations, checking "easy wins" off the list, and advancing a complete walking and rolling network across the Island. Example projects include a vertically separated bike lane on Fletcher Road between Lynwood Center and Island Center Road and enhancements across school property to complete Dana's Trail.

Connecting Centers Projects — Included as a package, these projects will create a complete network of all-ages-and-abilities facilities that links neighborhood centers and key Island destinations. From Lynwood Center to Rolling Bay and along New Brooklyn Road, we'll have vertically separated bike lanes or off-road paths to support safe and accessible travel.



TRANSIT AND MOBILITY PROJECTS

Electric Shuttle Pilot Program — Bainbridge's entrepreneurial spirit is on full display with our electric shuttle pilot project. Operated by a private entity with electric vehicles, the shuttle would run the All-Island Circulator and Winslow Circulator routes shown on page 21. The free circulator would operate 5 days a week for 12 hours per day making regular stops and responding to pick-up requests via app.

Mobility Projects — Beyond new bike lanes, walking paths, and circulator routes, the mobility projects include improvements to existing bus stops and park-and-rides, new Lynwood Center and Coppertop mobility hubs, and a new subsidy program for electric vehicles and bikes.

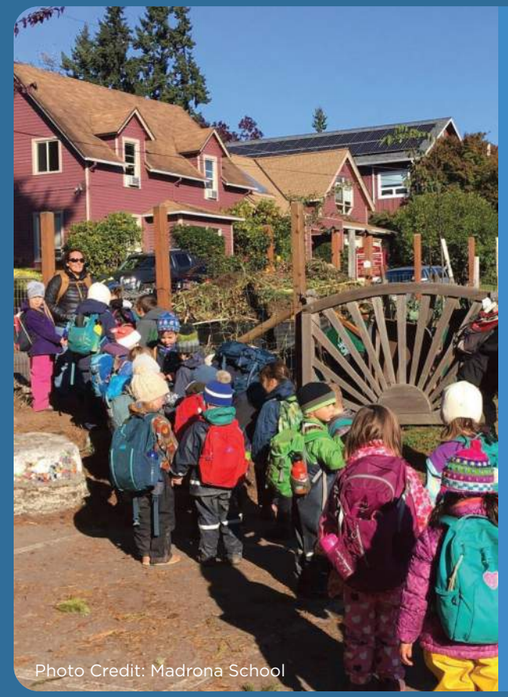


Photo Credit: Madrona School

NON-INFRASTRUCTURE SUPPORTS

Programs and Policies — Programs and policies support capital projects by encouraging more people to use sustainable transportation; connecting schools, older adults, and equity-priority communities through safe routes planning and design; and advancing our work on and funding for transformational projects such as the Sound to Olympics Trail.

Staffing and Equipment — We can't deliver more sustainable transportation projects and programs without more people and equipment. The scenarios include funding for a Mobility Manager, as well as project managers and maintenance staff. They also include new maintenance equipment, such as an electric sweeper to keep our new bike paths clear.

SCENARIO 1:

Status Quo

$20 MILLION OVER 10 YEARS

The Status Quo Scenario projects into the future the amount of funding the City has historically spent on non-motorized transportation projects—including a reasonable assumption of what will be available through grant cycles—and provides $20 million over 10 years to implement the Sustainable Transportation Plan. While it includes some complete all-ages-and-abilities facilities, this scenario focuses on traffic calming and improving at least one side of critical uphill routes.

The Status Quo Scenario:

- Addresses the top ***13 priority traffic calming locations*** on the Island
- Delivers approximately ***24 walking and rolling, biking, and mobility projects***
- Includes funding for ***1 year of the electric shuttle pilot***
- Supports ***10 programs and policies***
- Gives us ***2 new staff positions***

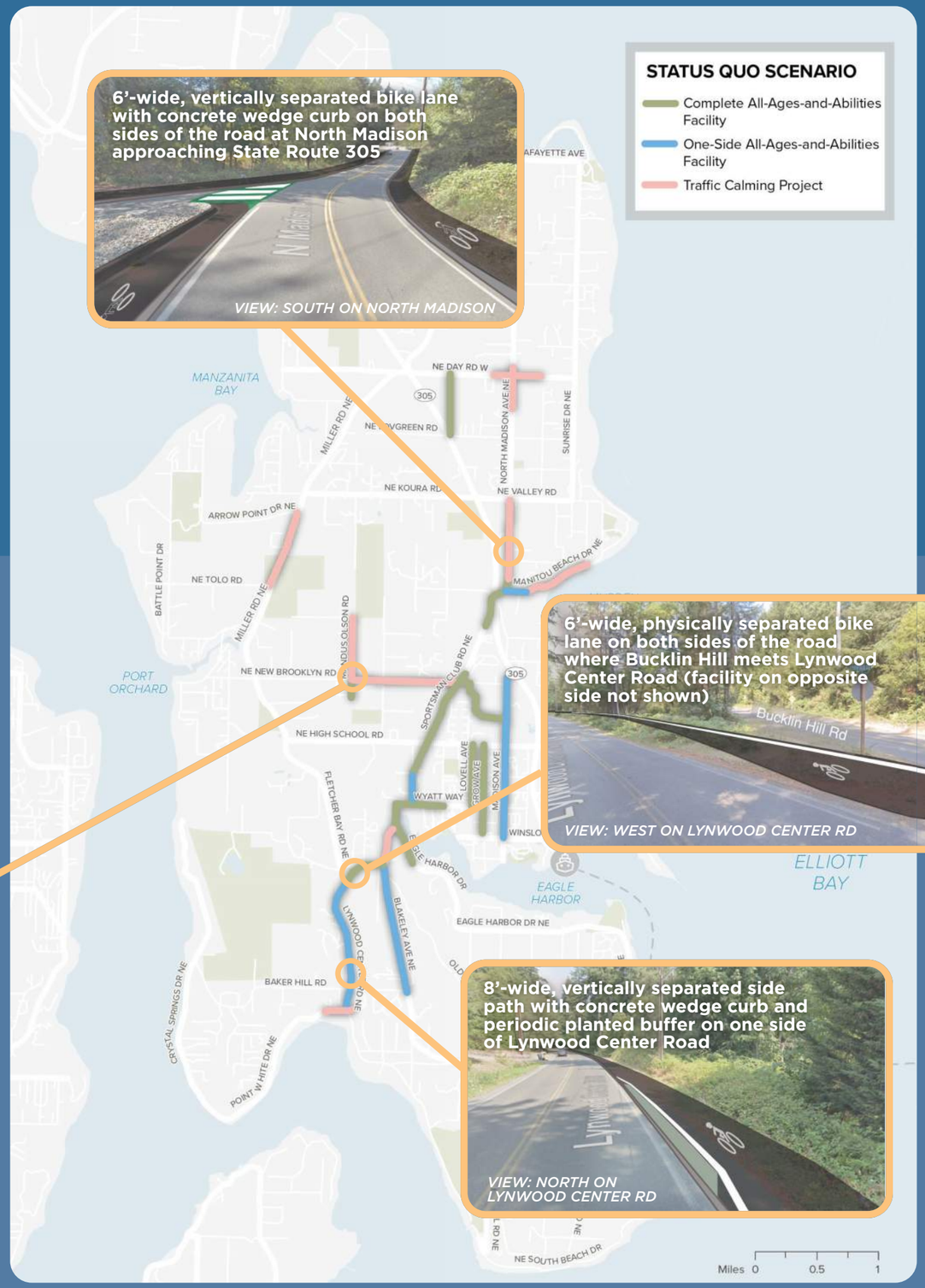
Spotlight Project:

New Brooklyn / Mandus Olson Intersection

This scenario features traffic calming, striping, and safety improvements along Mandus Olson and New Brooklyn, with a special focus at the intersection of the two corridors, including an extension of the trail connecting to Strawberry Hill Park to the south. Crossing enhancements, traffic calming, and advisory shoulder striping will create a safe place to cross for people walking, rolling, and biking in the center of the Island.



VIEW: EAST ON NEW BROOKLYN



SCENARIO 2:

Connecting Centers

$31 MILLION OVER 6 YEARS

The Connecting Centers Scenario begins with the same existing funding sources included in the Status Quo Scenario and adds $16 million in additional funding. It is geared toward encouraging the City to make new investments in transportation projects and programs, with potential voter-supported funding as a complement early on or midway through implementation. With nearly $31 million available over 6 years, this scenario focuses on rapid implementation and delivery of a marquee "Connecting Centers" project that would provide a complete all-ages-and-abilities spine, as well as traffic calming projects on key routes.

The Connecting Centers Scenario:

- Addresses the top ***13 priority traffic calming locations*** on the Island
- Completes ***5 planned projects*** and ***8 "quick win" Island-wide projects***
- Advances ***6 mobility projects***
- Delivers the ***Connecting Centers project***
- Includes funding for ***1 year of the electric shuttle pilot***
- Supports ***12 programs and policies***
- Gives us ***4 new staff positions***

Spotlight Project:

Connecting Centers Corridors

The Connecting Centers investments provide all-ages-and-abilities facilities that connect Lynwood Center to Rolling Bay and link Miller Road to Sportsman Club Road along New Brooklyn Road. With a focus on vertically separated and off-road facilities, the Connecting Centers Corridors use 10 individual projects to create a spine of high-quality infrastructure through the Island that will be comfortable for kids and older adults alike. On Sportsman Club Road between High School Road and New Brooklyn Road, we'll create a 10-foot-wide, vertically separated, 2-way bike lane. It will transition to an off-road facility on the east side of Sportsman Club Road, providing complete separation from vehicle traffic.



VIEW: SOUTH ON SPORTSMAN CLUB RD

10'-wide, physically separated, two-way bike lane with concrete wedge curb on New Brooklyn

VIEW: EAST ON NEW BROOKLYN





Advisory shoulder striping and crosswalk striping on Manitou Beach Drive

VIEW: EAST ON MANITOU BEACH DR

6'-wide, vertically separated bike lane with concrete wedge curb on both sides of Lynwood Center Road

VIEW: NORTH ON LYNWOOD CENTER RD

SCENARIO 3:

Island-Wide Stretch

$36 MILLION OVER 10 YEARS

The Island-Wide Stretch Scenario begins with the same existing funding sources included in the Status Quo scenario and adds $16 million in additional funding. With projects across the Island, the scenario is geared toward encouraging voter-supported funding, with the potential for additional City funding as a complement. With nearly $36 million available over 10 years, the Island-Wide Stretch scenario focuses improving safety on as many corridors as possible through expanded investments in traffic calming and by enhancing at least one side of critical uphill routes.

The Island-Wide Stretch Scenario:

- Addresses the top ***20 priority traffic calming locations*** on the Island
- Completes ***5 planned projects***
- Delivers ***38 Island-wide walking, rolling, and biking projects***
- Advances ***11 mobility projects***
- Includes funding for ***2 years of the electric shuttle pilot***
- Supports ***14 programs and policies***
- Gives us ***4 new staff positions***

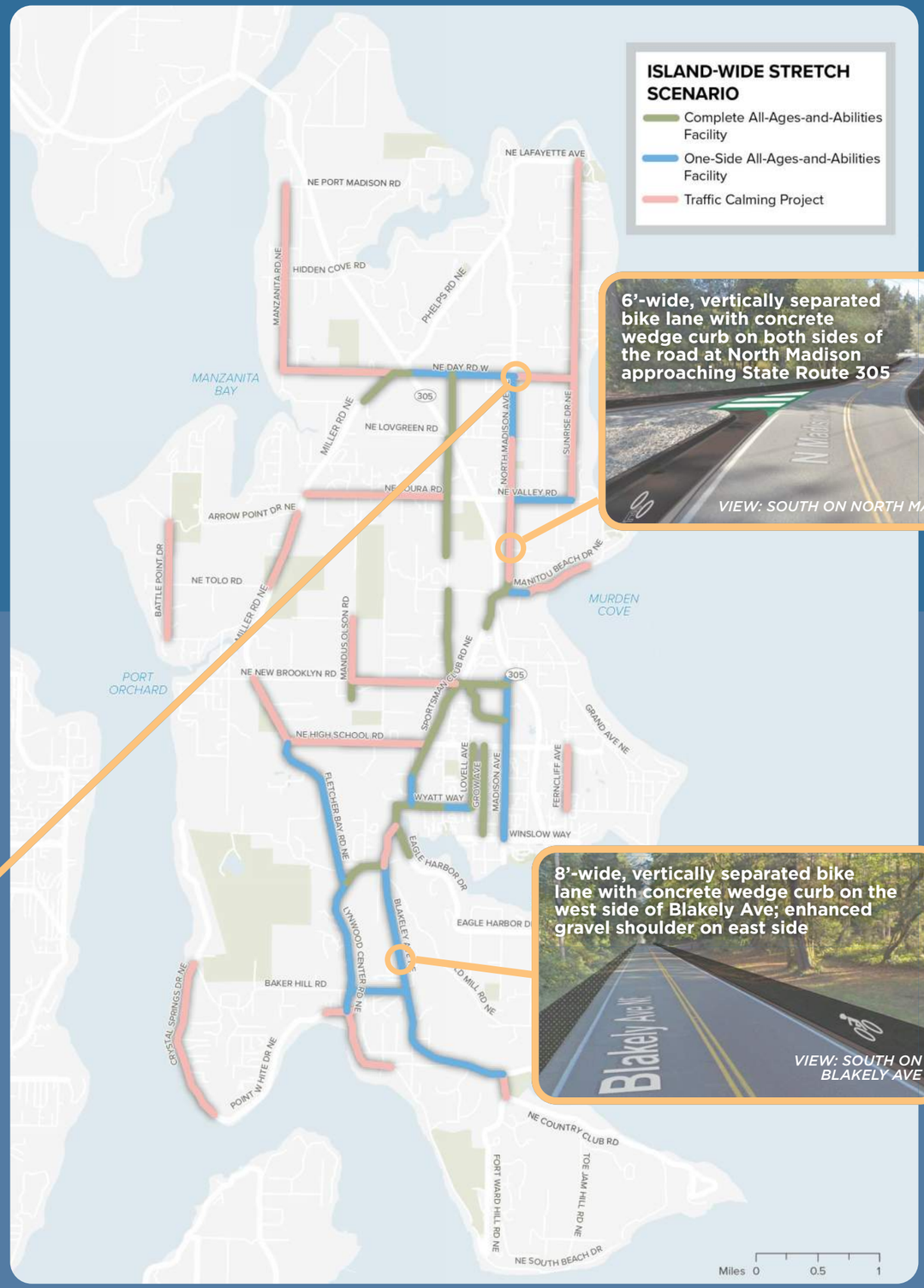
Spotlight Project:

North Madison Bike Lane

One of the highest collision corridors on the Island, North Madison Avenue will see traffic calming improvements and a new section of bike lane approaching the intersection with Day Road. The 8-foot-wide, vertically separated bike lane on the east side of North Madison will include a concrete curb and connect to advisory shoulder striping on Day Road through signature intersection treatments. This investment connects two of our busiest corridors and provides critical safety and accessibility improvements.



VIEW: EAST AND SOUTH AT INTERSECTION



What programs and policies will advance our Sustainable Transportation vision?

Each of the three scenarios described on the previous pages includes investments in new programs and policies to support the priority projects. From a Transportation Commission to guide Sustainable Transportation Plan (STP) implementation to a ridesharing program to expanded funding sources, we will take a comprehensive approach—going beyond infrastructure—to reach our goals.



IMPLEMENTATION OVERSIGHT

Transportation Commission — Made up of Councilmembers and interested residents, the Commission would provide recommendations to the City Council on STP policy recommendations, project sequencing, and overall spending levels.

Transportation Working Groups — Established to provide input on special topics, working groups would include select members of the Commission. Topics could include project design details, State Route 305 and Sound to Olympics Trail advocacy, off-road route and easement procurement, and grant acquisition.



ISLAND-WIDE PROGRAMS

Community Education and Wayfinding Program — To ensure that residents and visitors can effectively use the transportation routes and tools recommended in the STP, the education and wayfinding program would provide information and instruction alongside partner organizations (such as schools, the Park District, and the Chamber of Commerce). The program would also include online and physical maps for popular destinations, routes, and facilities.

Gravel Shoulder Maintenance Program — There are many locations along the Island's roads that have gravel shoulders with ample room for people to walk, roll, or ride an off-road bike. To provide safe spaces for travel and preserve asphalt life, this program would invest more staff time and funding into regular maintenance of gravel shoulders.

All-Island Speed Limit Reform — The Island has a patchwork of inconsistent speed limits—some stretches of local roads have up to three different speed zones! With a goal of creating safer streets for all travelers, this program would evaluate existing speed limits and set new, consistent limits by ordinance based on roadway types and conditions.



TRAVEL OPTIONS PROGRAMS

Safe Routes Program — The safe routes program would focus on developing travel options and eliminating barriers to help children, older adults, low-income residents, and other vulnerable members of the community reach their destinations safely and comfortably.

Rideshare Program — By leveraging relationships with partner agencies—such as the School District, Park District, and sports programs—this program would develop and implement ride-share options, policies, and tools.

E-Transportation Sharing Programs — This program would offer shared electric vehicles, bikes, and/or scooters at mobility hubs and other key locations around the Island to increase access to sustainable transportation modes.

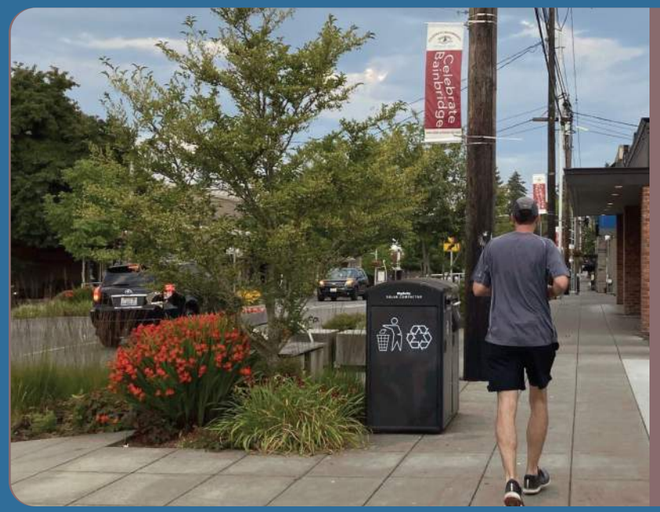


Photo Credit: Bainbridge Island Review

TRANSPORTATION FUNDING

Extend Transportation Benefit District (TBD) Fees — Per State legislation, municipalities can use a local charge on vehicle tabs to fund transportation improvements. The City currently collects $40 per tab, with $10 dedicated to traffic calming projects. The $10 charge, which provides about $200,000 per year and is included in the STP funding sources, expires in 2022. The fee must be reauthorized by the City Council for 2023 and beyond.

Updated Transportation Impact Fees (TIFs) — TIFs give municipalities the ability to collect fees from new development to help pay for transportation improvements needed to serve that development. The City's current TIF fee is outdated and should be updated to reflect the STP priorities and funding needs.



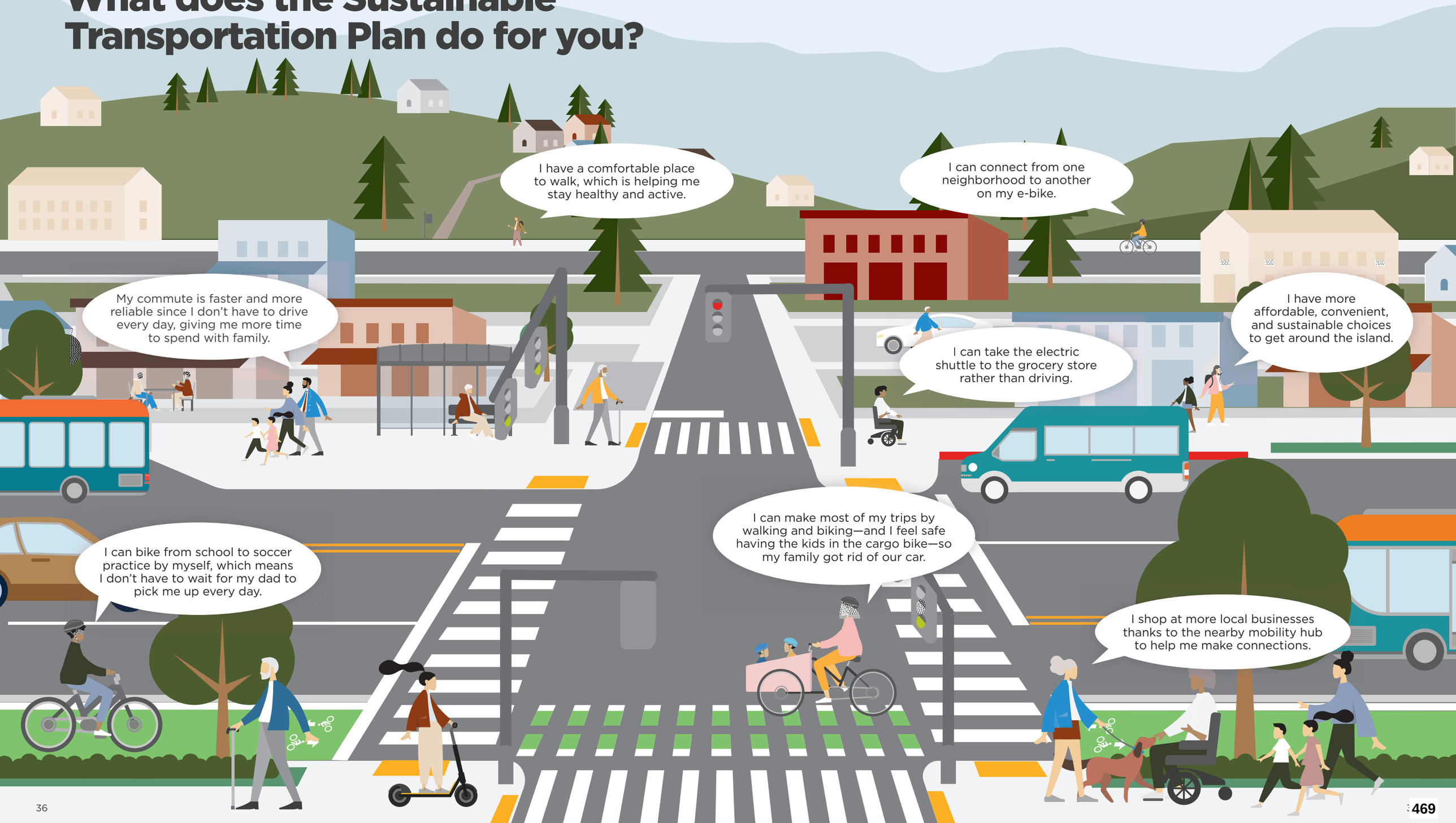
POLICY UPDATES

Incorporate Recommendations into the Comprehensive Plan — The City's Comprehensive Plan currently includes the Island-wide Transportation Plan (IWTP) as its transportation section. To be an effective guide for City decisions, the IWTP should be updated to reflect the outcomes and priorities of the STP.

Transportation Concurrency and Multimodal Level-of-Service — To determine transportation-related mitigation for development projects, municipalities use concurrency programs supported by level-of-service measurements. The City's program would be updated to focus more heavily on development investments in active transportation facilities, including encouraging development that emphasizes the use of sustainable modes of transportation.

Land Use Code Updates — Land use is a key lever to help shift trips from single-occupancy vehicles to other options. This program would embed the priorities and outcomes of the STP in upcoming land-use updates, such as the Winslow Master Plan, neighborhood center plans, and the Housing Action Plan.

What does the Sustainable Transportation Plan do for you?



CITY OF
BAINBRIDGE ISLAND




KOURA RD INTERSECTION
Sound to Olympic Trail
On Bainbridge Island
Meigs Park Connector
HWY
305
MEIGS PARK
MEIGS PARK
05
SPORTSMAN CLUB RD
INTERSECTION AT 305

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:**

AGENDA ITEM: Cancel the April 19, 2022 City Council Study Session

SUMMARY: Council will consider canceling the April 19, 2022 Study Session. Three Council members will be attending the Government Alliance for Race Equity (GARE) conference in Portland that week.

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** City Council

RECOMMENDED MOTION: Cancel the April 19, 2022 City Council Study Session.

STRATEGIC PRIORITY:

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: April 12, 2022 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:05 PM) Authorize the City Manager to Execute a Construction Contract with Clark Construction LLC for the Police & Municipal Court Building ($7,570,449.00) - Public Works,

SUMMARY: Staff is requesting that the City Council authorize the City Manager to execute a contract with the apparent low bidder, Clark Construction, LLC, in the amount of $7,570,449.00 for the Police & Municipal Court Building construction project.

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

RECOMMENDED MOTION: Authorize the City Manager to execute a construction contract with Clark Construction LLC in the amount of $7,570,449.00 for the Police & Municipal Court Building project.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$7,570,449.00
Ongoing Cost:	
One-Time Cost:	$7,570,449.00
Included in Current Budget?	Yes

BACKGROUND: The improvements include construction to convert the existing 8804 Madison Avenue North Building to accommodate the Bainbridge Island Police Department and Municipal Court. Work includes demolition, site work, structural, architectural, mechanical, electrical, civil, and landscape work. A public review copy of the construction plans are available in City Hall. Construction is anticipated to start in June 2022, and be completed in the fall of 2023.

Bids were solicited through area newspapers and the bid postings listserv. The bid opening was held on March 29, 2022, and two (2) bids were received.

City staff reviewed the bid results and the contractor's qualifications and recommends that the City Council award the Police & Municipal Court Building project to the apparent (responsive) low bidder, Clark Construction LLC, in the amount of $7,570,449.00. See attached bid form. The engineers' estimate is $8,461,000.00.

ATTACHMENTS:

Police Municipal Court Building Contract.docx

Police & Municipal Court Building Bid Form_032922.docx

POLICE COURT COVER SHEET FURNITURE PLANS 022221.pdf

FISCAL DETAILS: The 2021-26 Capital Improvement Plan includes $9,484,346 of remaining budget as of February 28, 2022 for the Police/Court facility construction and related support.

Fund Name(s): Capital Construction Fund

Coding: Project # 00724

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT ("Contract") is entered into between the City of Bainbridge Island (the "City" and/or "CONTRACTING AGENCY") and Clark Construction LLC, a Washington state Limited Liability Company ("CONTRACTOR") and shall become effective upon execution by all parties.

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 **Police and Court Project**; 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 Seven Million, Five Hundred Seventy Thousand, Four Hundred Forty-Nine Dollars and no cents ($7,570,449.00) ("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 – Lump Sum Bid.
2. Standard General Conditions of the Construction Contract ("General Conditions") as prepared by the Engineers Joint Contract Documents Committee
3. Supplementary Conditions to the General Conditions
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. 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 General Conditions 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.

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, the parties have executed this Contract as of the later of the signature dates included below.

CLARK CONSTRUCITON LLC:	**CITY OF BAINBRIDGE ISLAND:**
Date: _____	Date: _____
By: _____	By: _____
Name: _____	Blair King, City Manager
Title: _____	

City of Bainbridge Island
Public Works Department - Engineering

Police & Municipal Court Building_00724
Bid Opening: March 29, 2022
Bids Due @ 2:00 p.m.
Bid Opening @ 2:30 p.m.

Note: Bids Are Opened in Order Received. Bids Solicited by: ☒ Advertisement ☐ Small Works Roster The Engineer's Estimate is: $8,461,000.00	**Bidder #1** Clark Construction	**Bidder #2** Forma Construction	
Proposal Signature Page	√	√	
Addenda Acknowledged – 2	√	√	
Non-Collusion Declaration	√	√	
Proposal Bond	√	√	
Statement of Bidders Qualifications	√	√	
Subcontractor List	√	√	
TOTAL BID AMOUNT (WA Sales Tax Included)	$7,570,449.00	$8,488,498.00	

A total of 2 bids were received for the Police & Municipal Court Building project. Chris Wierzbicki, Project Manager, has reviewed all the bids and recommends that the City Council award the contract to the apparent low bidder, Clark Construction in the amount of $7,570,449.00.

BAINBRIDGE ISLAND POLICE AND COURT

8804 MADISON AVE. N
BAINBRIDGE ISLAND, WA 98110

SHEET INDEX - * DISCIPLINE - GROUPING *

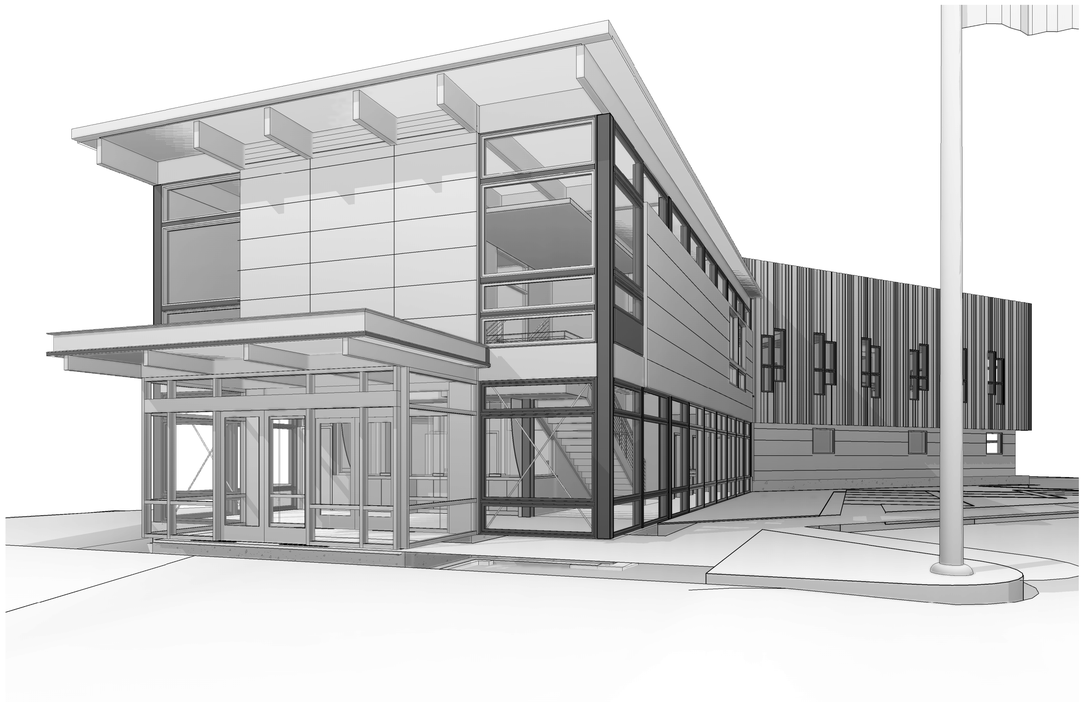
SHEET #	NAME
00 GENERAL	
G0.00 - PROJECT DATA	
G0.00	COVER SHEET / SHEET INDEX
G0.01	PROJECT INFORMATION
G1.21	CODE ANALYSIS & EGRESS DIAGRAM - BASEMENT
G1.22	EGRESS DIAGRAMS
G2.01	PARTITION SCHEDULE NEW
G2.02	MAIN LEVEL PARTITION MAP
G2.03	UPPER LEVEL PARTITION MAP
G2.05	FLOOR, ROOF, & EXTERIOR WALL ASSEMBLIES
G2.06	CODE REQUIRED SIGNAGE
9	
01 CIVIL	
CIVIL	
C1.1	GENERAL INFORMATION
C1.2	TESC PLAN
C1.3	TESC DETAILS
C2.1	GRADING PLAN
C3.1	UTILITY PLAN AND PROFILES
C3.2	UTILITY DETAILS
6	
02 LANDSCAPE	
LANDSCAPE	
L1.00	LANDSCAPE DEMO PLAN
L1.01	LANDSCAPE MATERIALS AND LAYOUT PLAN
L3.01	LANDSCAPE IRRIGATION PLAN
L3.02	IRRIGATION DETAILS
L4.2	SITE DETAILS
L4.02	LANDSCAPE DETAILS
L4.03	LANDSCAPE DETAILS
7	
03 ARCHITECTURAL	
A0.00 - DEMO SET	
AD1.00	DEMOLITION PLAN - SITE
AD2.00	DEMOLITION PLAN - BASEMENT
AD2.01	DEMOLITION PLAN - MAIN LEVEL
AD2.05	DEMOLITION PLAN - UPPER LEVEL
AD2.09	DEMOLITION PLAN - ROOF PLAN
AD2.50	DEMOLITION REFLECTED CEILING PLAN - BASEMENT & MAIN
AD2.51	DEMOLITION REFLECTED CEILING PLAN - UPPER LEVEL
AD3.00	DEMOLITION ELEVATIONS
AD3.01	DEMOLITION ELEVATIONS
A1.00 - SITE PLAN	
A1.00	ARCHITECTURAL SITE PLAN
A1.01	SITE DETAILS
A1.02	SITE DETAILS
A2.00 - FLOOR PLANS	
A2.00	BASEMENT - FLOOR PLAN
A2.01	MAIN LEVEL - OVERALL FLOOR PLAN
A2.02	MAIN LEVEL - FLOOR PLAN ML - 1
A2.03	MAIN LEVEL - FLOOR PLAN ML - 2
A2.04	MAIN LEVEL - FLOOR PLAN ML - 3
A2.05	UPPER LEVEL - OVERALL FLOOR PLAN
A2.06	UPPER LEVEL - FLOOR PLAN UL - 1
A2.07	UPPER LEVEL - FLOOR PLAN UL - 2
A2.08	UPPER LEVEL - FLOOR PLAN UL - 3
A2.09	ROOF PLAN - OVERALL PLAN
A2.50 - REFLECTED CEILING PLANS	
A2.50	MAIN LEVEL - REFLECTED CEILING PLAN
A2.51	UPPER LEVEL - REFLECTED CEILING PLAN
A3.00 - BUILDING ELEVATIONS	
A3.00	EXTERIOR ELEVATIONS
A3.01	EXTERIOR ELEVATIONS
A4.00 - BUILDING SECTIONS	
A4.00	BUILDING SECTIONS
A4.01	BUILDING SECTIONS
A4.10 - WALL SECTIONS	
A4.10	WALL SECTIONS
A4.11	WALL SECTIONS
A5.00 - EXTERIOR DETAILS	
A5.01	EXTERIOR DETAILS
A5.02	EXTERIOR DETAILS
A5.03	EXTERIOR DETAILS
A5.04	EXTERIOR DETAILS
A6.00 - ENLARGED PLANS	
A6.00	ENLARGED PLANS
A6.01	ENLARGED PLANS
A6.10	VERTICAL CIRCULATION STAIR 3
A8.00 - INTERIOR DETAILS	
A8.01	INTERIOR DETAILS
A8.02	INTERIOR DETAILS
A8.03	INTERIOR DETAILS
A8.04	INTERIOR DETAILS
A8.04A	Unnamed

SHEET INDEX - * DISCIPLINE - GROUPING *

SHEET #	NAME
A8.05	INTERIOR DETAILS
A9.00 - SCHEDULES	
A9.01	WINDOW SCHEDULE
A9.02	WINDOW DETAILS
A9.03	WINDOW DETAILS
A9.10	DOOR SCHEDULE - BASEMENT AND MAIN
A9.11	DOOR SCHEDULE - UPPER LEVEL
A9.12	DOOR DETAILS
A9.20	ROOM FINISH SCHEDULE LEVEL 1 P/C
A9.21	ROOM FINISH SCHEDULE LEVEL 2 P/C
A9.30	(D) ROOM FINISH SCHEDULE
A9.31	(D) ROOM FINISH SCHEDULE
A9.25 - FINISH PLANS	
A9.25	BASEMENT AND MAIN LEVEL - FINISH PLAN
A9.26	UPPER LEVEL FINISH PLAN
55	
05 STRUCTURAL	
STRUCTURAL	
S0.00	COVER SHEET
S0.01	GENERAL NOTES
S0.02	GENERAL NOTES
S0.03	GENERAL NOTES
S0.04	GENERAL NOTES
S0.05	GENERAL NOTES
S2.00F	BASEMENT - FOUNDATION PLAN
S2.00G	BASEMENT - GRADE LEVEL FRAMING PLAN
S2.01F	MAIN LEVEL - FOUNDATION PLAN
S2.01G	MAIN LEVEL - GRADE LEVEL FRAMING PLAN
S2.02	UPPER LEVEL FRAMING PLAN
S2.03	ROOF FRAMING PLAN
S3.01	WALL ELEVATIONS
S4.00	SLAB-ON-GRADE DETAILS
S4.01	FOUNDATION DETAILS
S4.02	FOUNDATION DETAILS
S5.00	BRACED FRAME DETAILS
S6.00	WOOD FRAMING DETAILS
S6.01	WOOD FRAMING DETAILS
S6.02	WOOD DETAILS
S6.03	WOOD DETAILS
S6.04	WOOD FRAMING DETAILS
S6.10	WOOD FRAMING DETAILS
S6.11	WOOD FRAMING DETAILS
24	
07 FIRE PROTECTION	
FIRE PROTECTION	
FP0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - FIRE PROTECTION
FP2.00	BASEMENT - FLOOR PLAN - FIRE PROTECTION
FP2.01	MAIN LEVEL - OVERALL FLOOR PLAN - FIRE PROTECTION
FP2.05	UPPER LEVEL - OVERALL FLOOR PLAN - FIRE PROTECTION
FP6.01	RISER DIAGRAMS - FIRE PROTECTION
5	
08 PLUMBING	
PLUMBING	
P0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - PLUMBING
P0.02	SCHEDULES - PLUMBING
P0.10	SITE PLAN - PLUMBING
P2.00	BASEMENT - FLOOR PLAN - PLUMBING
P2.01	MAIN LEVEL - OVERALL FLOOR PLAN - PLUMBING
P2.02	MAIN LEVEL - FLOOR PLAN ML - 1 - PLUMBING
P2.03	MAIN LEVEL - FLOOR PLAN ML - 2 - PLUMBING
P2.04	MAIN LEVEL- FLOOR PLAN ML - 3 - PLUMBING
P2.05	UPPER LEVEL - OVERALL FLOOR PLAN - PLUMBING
P2.06	UPPER LEVEL - FLOOR PLAN ML - 1 - PLUMBING
P2.07	UPPER LEVEL - FLOOR PLAN ML - 2 - PLUMBING
P2.08	UPPER LEVEL - FLOOR PLAN ML - 3 - PLUMBING
P2.09	ROOF PLAN - OVERALL PLAN - PLUMBING
P4.01	ENGLARGED PLANS - PLUMBING
P5.01	DETAILS - PLUMBING
PD0.10	DEMOLITION SITE PLAN - PLUMBING
PD2.00	DEMOLITION PLAN - BASEMENT - PLUMBING
PD2.01	DEMOLITION PLAN - MAIN LEVEL - PLUMBING
PD2.05	DEMOLITION PLAN - UPPER LEVEL - PLUMBING
PD2.09	DEMOLITION PLAN - ROOF - PLUMBING
20	
09 MECHANICAL	
MECHANICAL	
M0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - MECHANICAL
M0.02	SCHEDULES - MECHANICAL
M0.03	SCHEDULES - MECHANICAL
M0.04	SCHEDULES - MECHANICAL
M0.05	SCHEDULES - MECHANICAL
M2.00	BASEMENT - FLOOR PLAN - HVAC
M2.01	MAIN LEVEL - OVERALL FLOOR PLAN - HVAC

SHEET INDEX - * DISCIPLINE - GROUPING *

SHEET #	NAME
M2.05	UPPER LEVEL - OVERALL FLOOR PLAN - HVAC
M2.09	ROOF PLAN - OVERALL PLAN - HVAC
M3.01	MAIN LEVEL - OVERALL FLOOR PLAN - MECH ZONING
M3.05	UPPER LEVEL - OVERALL FLOOR PLAN - MECH ZONING
M5.01	DETAILS - MECHANICAL
M7.01	CONTROL DIAGRAMS - MECHANICAL
M7.02	CONTROL DIAGRAMS - MECHANICAL
M7.03	CONTROL DIAGRAMS - MECHANICAL
M7.04	CONTROL DIAGRAMS - MECHANICAL
M7.05	CONTROL DIAGRAMS - MECHANICAL
M9.01	CODE FORMS
MD2.00	DEMOLITION PLAN - BASEMENT - HVAC
MD2.01	DEMOLITION PLAN - MAIN LEVEL - HVAC
MD2.05	DEMOLITION PLAN - UPPER LEVEL - HVAC
MD2.09	DEMOLITION PLAN - ROOF - HVAC
22	
10 ELECTRICAL	
ELECTRICAL	
E0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - ELECTRICAL
E0.02	LUMINAIRE SCHEDULE
E0.03	LIGHTING CONTROL SCHEDULES
E0.10	SITE PLAN - ELECTRICAL
E2.00	BASEMENT - FLOOR PLAN - POWER & SIGNAL
E2.01	MAIN LEVEL - OVERALL FLOOR PLAN - POWER & SIGNAL
E2.05	UPPER LEVEL - OVERALL FLOOR PLAN - POWER & SIGNAL
E2.09	ROOF PLAN - OVERALL PLAN - POWER & SIGNAL
E3.01	MAIN LEVEL - OVERALL FLOOR PLAN - LIGHTING
E3.05	UPPER LEVEL - OVERALL FLOOR PLAN - LIGHTING
E4.01	ENLARGED PLANS - ELECTRICAL
E5.01	DETAILS - ELECTRICAL
E5.02	DETAILS - ELECTRICAL
E6.01	DIAGRAMS - ELECTRICAL
E7.01	CONNECTION SCHEDULE
E7.02	CONNECTION SCHEDULE
E8.01	PANEL SCHEDULES
E8.02	PANEL SCHEDULES
E8.03	PANEL SCHEDULES
E9.01	CODE FORMS
E9.02	CODE FORMS
ED2.00	DEMOLITION PLAN - BASEMENT - POWER
ED2.01	DEMOLITION PLAN - MAIN LEVEL - POWER
ED2.05	DEMOLITION PLAN - UPPER LEVEL - POWER
ED3.01	DEMOLITION PLAN - MAIN LEVEL - LIGHTING
ED3.05	DEMOLITION PLAN - UPPER LEVEL - LIGHTING
26	
11 TECHNOLOGY	
TECHNOLOGY	
T0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - TECHNOLOGY
T0.02	SCHEDULES - TECHNOLOGY
T0.03	SCHEDULES - TECHNOLOGY
T0.04	SCHEDULES - TECHNOLOGY
T0.10	SITE PLAN - TECHNOLOGY
T2.00	BASEMENT - FLOOR PLAN - TECHNOLOGY
T2.01	MAIN LEVEL - OVERALL FLOOR PLAN - TECHNOLOGY
T2.05	UPPER LEVEL - OVERALL FLOOR PLAN - TECHNOLOGY
T2.09	ROOF PLAN - OVERALL PLAN - TECHNOLOGY
T3.01	ELEVATIONS - TECHNOLOGY
T4.01	ENLARGED FLOOR PLANS - TECHNOLOGY
T4.02	ENLARGED FLOOR PLANS - TECHNOLOGY
T5.01	DETAILS - TECHNOLOGY
T5.02	DETAILS - TECHNOLOGY
T5.03	DETAILS - TECHNOLOGY
T5.04	DETAILS - TECHNOLOGY
T5.05	DETAILS - TECHNOLOGY
T5.06	DETAILS - TECHNOLOGY
T5.07	DETAILS - TECHNOLOGY
T6.01	DIAGRAMS - TECHNOLOGY
T6.02	DIAGRAMS - TECHNOLOGY
T6.03	DIAGRAMS - TECHNOLOGY
T6.04	DIAGRAMS - TECHNOLOGY
T6.05	DIAGRAMS - TECHNOLOGY
TD2.00	DEMOLITION PLAN - BASEMENT - TECHNOLOGY
TD2.01	DEMOLITION PLAN - MAIN LEVEL - TECHNOLOGY
TD2.05	DEMOLITION PLAN - UPPER LEVEL - TECHNOLOGY
TD2.09	DEMOLITION PLAN - ROOF - TECHNOLOGY
28	
202	



PERMIT SET

2020.10.06

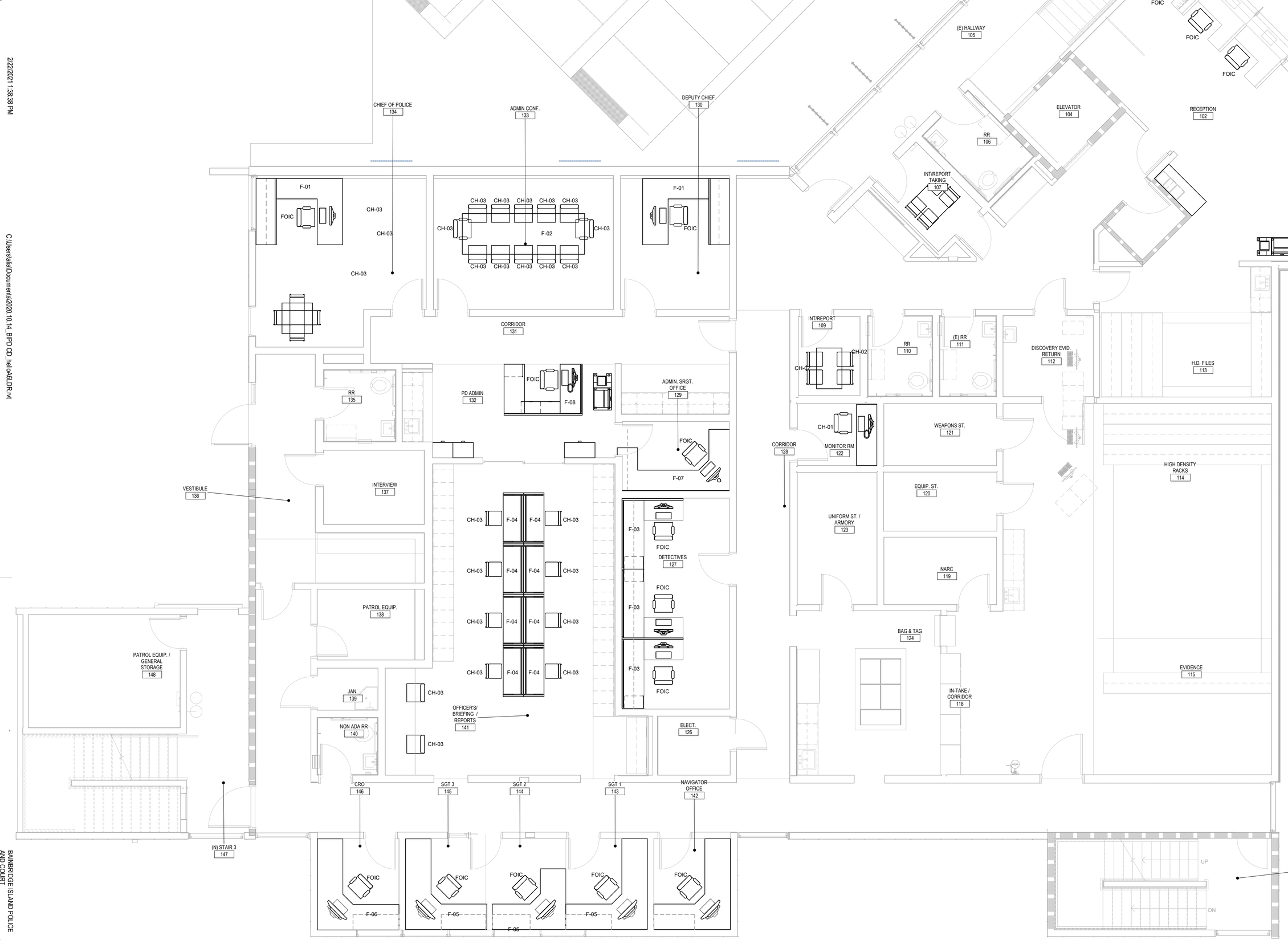
COATES DESIGN
ARCHITECTURE + INTERIORS

900 WINSLOW WAY E SUITE 210
BAINBRIDGE ISLAND WA 98110
P 206.780.0876

10/6/2020 10:25:31 AM

C:\temp\2020.09.29_BIPD FOR PERMIT_Jeff_Miller_Designer.rvt

2/22/2021 1:38:38 PM
C:\Users\alicia\Documents\2020.10.14_BIPD CD_hellbA6LDR.rvt



COATES DESIGN
ARCHITECTURE + INTERIORS
900 WINSLOW WAY E SUITE 210
BAINBRIDGE ISLAND WA 98110
P 206.780.0876

CITY OF BAINBRIDGE ISLAND

MWL

ISSUED FOR: DATE:

1	PERMIT REVISIONS	2021.01.18

9092
REGISTERED ARCHITECT
MATTHEW G. COATES
STATE OF WASHINGTON

BAINBRIDGE ISLAND POLICE AND COURT

8804 MADISON AVE. N
BAINBRIDGE ISLAND, WA
98110

MAIN FLOOR FURNITURE

F100

2/22/2021 1:38:39 PM
C:\Users\alia\Documents\2020.10.14_BIPD CD_hellbA6LDR.rvt

COATES DESIGN
ARCHITECTURE + INTERIORS
900 WINSLOW WAY E SUITE 210
BAINBRIDGE ISLAND WA 98110
P 206.780.0876

CITY OF BAINBRIDGE ISLAND

MWL

ISSUED FOR: DATE:

1	PERMIT REVISIONS	2021.01.18

9092 REGISTERED ARCHITECT
MATTHEW G. COATES
STATE OF WASHINGTON

BAINBRIDGE ISLAND POLICE AND COURT

8804 MADISON AVE. N
BAINBRIDGE ISLAND, WA
98110

UPPER LEVEL FURNITURE PLAN

F101

BAINBRIDGE ISLAND POLICE AND COURT

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:15 PM) Authorize a Professional Services Agreement with Coates Design, Inc. in the Amount of $348,867.00 for Construction Administration Services Related to Construction of the Police/Municipal Court Building at 8804 Madison Avenue,

SUMMARY: City staff is requesting that the City Council authorize the City Manager to execute a professional services agreement with Coates Design, Inc. in the amount of $348,867.00 for construction administration services related to the construction of the Police/Municipal Court Building at 8804 Madison Avenue.

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

RECOMMENDED MOTION: I move to authorize the City Manager to execute a professional services agreement with Coates Design, Inc. in the amount of $348,867.00 for construction administration services related to the construction of the Police/Municipal Court Building at 8804 Madison Avenue.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$348,867
Ongoing Cost:	N/A
One-Time Cost:	$348,867
Included in Current Budget?	Yes

BACKGROUND: Coates Design, Inc., working together with its design sub-consultants, developed the construction plans and specifications for the new Police and Municipal Court facility proposed for 8804 Madison Avenue. Therefore, in order to retain its project staff for questions and support during construction, the staff is requesting that the City Council authorize a professional services agreement with Coates Design in the amount of $348,867.00.

As a part of this work, the Coates Design team will be available to assist the City and the contractor with all stages of the construction process, including but not limited to: attending on-site meetings; responding to requests for information (RFIs); reviewing and commenting on material specifications and potential substitutions; evaluating or resolving design conflicts; assisting with the selection and procurement of furniture, furnishings and equipment; and, supporting the City's construction representative in day-to-day management of the project delivery.

The project pre-construction phase is anticipated to begin in April 2022, with formal construction planned to start in June 2022.

ATTACHMENTS:

Professional Services Agreement - Coates Construction Admin Services Police Court.docx

FISCAL DETAILS: The project budget remaining as of February 28, 2022, was $9,484,346.

Fund Name(s): General Fund

Coding: Capital Improvement Project 00724

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 Coates Design, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with construction administration services associated with the construction of the Police and Municipal Court facility at 8804 Madison Avenue; and

WHEREAS, the City and Consultant agree that the work authorized under this Agreement is distinct and separate from any other work currently under contract between Coates Design, Inc., and the City; 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, 2023, 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 Three Hundred Forty-Eight Thousand, Eight Hundred Sixty-Seven Dollars ($348,867);

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:
Coates Design, Inc.
900 Winslow Way, Suite 210
Bainbridge Island, WA 98110
Attention: Matthew Coates

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.

COATES DESIGN, 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

I. Project Description

The project consists of reconstruction of a two-story wood-framed building, approximately 17,842 sf gross area plus a 630 sf open-air impound enclosure, for use as a municipal police and court critical use facility.

The Bid Documents consist of Project Manual and Project Drawings dated March 10, 2022.

This work described in this Scope of Services is distinct and separate from any other work currently under contract between Coates Design, Inc. and the City.

II. Scope of Basic Services

Project Phases
This work is limited to the Construction Contract Administration Phase. Services performed by Architect, Landscape Architect, Civil, Structural, Mechanical, Electrical, Technology Engineering and Police Facility Specialist:

a) Assist the Owner with Construction Contract Administration.
b) Responses to Requests for Information from the Contractor regarding the Bid Documents.
c) Review submittals and shop drawings related to the construction documents.
d) Review Contractor Requests for Substitution
e) Issue Supplemental Instructions containing clarifications to the Bid Documents
f) Assist the Owner with closeout documentation. Punch list.
g) FF&E fee is to administer the current package and does not include revisions or material reselections
h) Attendance at regular jobsite meetings and onsite visits for observation as indicated below.
i) Attendance at Public meetings such as City Council meetings is not included.

III. Deliverables

- Attendance at Construction meetings:
  - Coates Design 1 per month
- Onsite Observation visits:
  - Coates Design 14 visits
  - PCS Structural Solutions 8 visits
  - PAE Engineers Mechanical: 2 visits; Electrical 2 visits, Technology 1 visit
  - Browne/Wheeler 4 visits
  - Murase 4 visits
  - MLW 2 visits
  - Provision of Record Drawings, As-Built Drawings or Confirmed Drawings is not included.

IV. Owner Responsibilities
It is our understanding that the Owner will provide full information where available. We will rely on the accuracy of any materials/documents/files submitted to us for use on your project.

V. Schedule
The term of this agreement is as noted below from the date of the Contractor's Notice to Proceed. Extension of work beyond October 31, 2023 is subject to additional compensation.
Milestone Dates:

- June 1, 2022: Notice to Proceed
- July 31, 2023: Completion of Construction
- October 31, 2023: Close-out complete

VI. Compensation

Team	Fee	Reimb	Total
Coates Design	$161,360	$500	$161,860
Coates Design FF&E	$6,000		$6,000
PCS Structural Solutions	$38,500		$38,500
PAE Engineers - MEP	$61,500	$3,000	$64,500
PAE Engineers - Technology	$12,500		$12,500
Browne/Wheeler Engineers	$6,000	$250	$6,250
Murase	$12,000	$300	$12,300
McClaren, Wilson & Lawrie, Inc.	$27,970	$2,532	$30,502
10% markup on consultants	$15,847	$608	$16,455
Total HNTE fee with markups	$341,677	$7,190	$348,867

Coates Hourly Fee Schedule:	
Sr. Architect/Principal:	$200/hour
Senior Architect:	$175/hour
Project Architect/Manager	$160/hour
Interior Designer	$150/hour
Designer	$120/hour
Admin	$100/hour

Additional services, if requested, will be billed per the rate schedule.

VII. Reimbursable Costs
All expenses incurred by Coates Design, Inc. to perform the Services shall be reimbursed by Owner at Coates Design, Inc.'s cost plus 10%. Reimbursable costs include, but are not limited to: Engineering, Fees, Reproduction, Printing, Travel, Shipping, etc.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:25 PM) Authorize the City Manager to Execute a Professional Services Agreement with Parametrix Inc. for Owner's Representative Services to Support the Construction of the Police/Municipal Court Building at 8804 Madison Avenue, Public Works ($500,296) – Public Works,

SUMMARY: Staff are requesting that the City Council authorize the City Manager to execute a professional services agreement with Parametrix in the amount of $500,296 for owner's representative services to support the construction of the Police/Municipal Court Building at 8804 Madison Avenue.

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

RECOMMENDED MOTION: I move to authorize the City Manager to execute a professional services agreement with Parametrix Inc. in the amount of $500,296 for owner's representative services to support the construction of the Police/Municipal Court Building at 8804 Madison Avenue.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	$500,296
Ongoing Cost:	N/A
One-Time Cost:	$500,296
Included in Current Budget?	Yes

BACKGROUND: The Public Works Department is in need of project management capacity to support the construction of the Police/Court Facility at 8804 Madison Ave. The Department originally intended to rely on an in-house temporary employee to provide these services, however, that employee has expressed an interest in leaving employment with the City after the contract for construction is awarded.

Therefore, in February 2022, the Department issued a Request for Qualifications for Owner's Representative services and received six (6) responses from: Parametrix; CBRE, OAC, MGAC; Acila; and the Schwartz Company. An internal team of reviewers independently ranked the RFQs and unanimously agreed that Parametrix, CBRE and OAC were the best qualified. The team interviewed each firm, discussed the qualities of each team, and determined that while all of the firms could likely successfully perform the work, the Parametrix team was best suited to the City's needs.

The Parametrix team consists of a dedicated project manager and project executive, the latter of whom is an Island resident, and also includes a host of available resources to fill gaps in the Department's resource needs, including specialists in: daily/weekly on-site inspections; third-party justice-focused architectural and interior design; mechanical and IT system setup and commissioning; and equity-focused contracting procedures. Overall, the Parametrix team was deemed the firm best qualified to service the City due to their experience with the community; experience implementing challenging public projects; communication skills and approachability; ability to bring a flexible menu of resources to the table for the City's use; their commitment to equity in the contracting process. The team is nimble, flexible, and appears committed to meeting the City's needs as they develop over the course of the project.

The negotiated scope of work and fee ($500,296) for this professional services agreement, includes overall project start-up and management; records control; support for the selection of furnishings and fixtures; support for commissioning of building systems; and support for move services.

ATTACHMENTS:

Professional Services Agreement Parametrix Police Court Facility.docx

Attachment B - City of Bainbridge Island Police and Court Building Scope of Work Parametrix.docx

FISCAL DETAILS: The remaining project budget on February 28, 2022 was $9,484,346.

Fund Name(s): General Fund

Coding: Capital Improvement Project 00724

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 Parametrix, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with owner's representative/project management services for the construction and delivery of the City of Bainbridge Island Police and Municipal Court facility at 8804 Madison Avenue; 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, 2023, 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 Five Hundred Thousand, Two Hundred Ninety-Six Dollars ($500,296.00).

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.

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:
Parametrix, Inc.
719 2nd Ave, Suite 200
Seattle, WA 98104
Attention: Howard Hillinger

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.

PARAMETRIX, 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

See attached Scope of Work titled, “City of Bainbridge Island Police and Court Building Scope of Work Parametrix.”

SCOPE OF WORK

City of Bainbridge Island
Police and Municipal Court Building
Construction Management

INTRODUCTION

Parametrix will provide the City of Bainbridge Island (the 'City') with construction management and other associated services for the renovation of the existing building at the 8804 Madison N., an approximately 18,000 square foot building to be reconfigured to house the Bainbridge Island Police Department and the Bainbridge Island Municipal Court. The City is independently contracting with the design architect and construction contractor with Parametrix to act as the owner's agent for the construction period as follows:

TASK 01 – PROJECT MANAGEMENT

Task Objective

Oversee, manage and document the delivery of construction management services to the City.

Tasks

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Manage subconsultants and contracts hired by Parametrix in consultation with the City.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly progress report along with invoice for services performed by Parametrix.

Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

- Project begins Mid-April 2022, project duration is 81 weeks, with 19 monthly reports.

TASK 02 –START-UP SERVICES/TENANT SERVICEABILITY AND SUPPORT

Task Objective

Review contract design documents as provided by the City for critical conflicts or usability concerns for the City, establish project management plan, communication protocols, and construction management protocols for the project.

Tasks

- Review existing plans, specifications, and details for potential conflicts with City needs or usability concerns.
- Establish preconstruction project requirements as outlined in the bid documents and requested by the City.
- Organize preconstruction conference with contractor, architect, and City to clarify and cement roles and responsibilities.
- Review, comment on, and approve contractor's schedule, schedule of values, submittal schedule.

Deliverables

- Teaming plan meeting agendas and minutes
- Preconstruction meeting agenda and minutes
- Record of approved schedule, schedule of values, and other preconstruction documents
- Report of findings of third-party critical issues design review

Assumptions

- Phase duration of nine weeks from April 15 to approximately June 30, 2022
- One virtual prep meeting with City and architect
- One in-person or virtual workshop with City, architect, and contractor
- One virtual preconstruction conference with contractor, architect, and City
- Two virtual meetings for 3rd party design review
- The City will provide contract design documents by April 15, 2022 to ensure management of document version control

TASK 03 – PROJECT RECORD CONTROL SERVICES

Task Objective

Route and track requests for information, process pay requests and invoices, process change orders, track submittals, and maintain project record for the City.

Tasks

- Establish workflow and project document controls format for communication between the City, the architect, and the contractor
- Receive and record project communications between the architect, the City, and the contractor
- Track open items and follow up as needed for completion
- Receive, review, record, and recommend payment of completed pay applications and invoices to the City

Deliverables

- Electronic and physical project record files

Assumptions

- Project begins Mid-April 2022, project duration is 81 weeks, with 19 monthly reports.

TASK 04 – CONSTRUCTION MANAGEMENT SERVICES

Task Objective

Manage the City's construction contract and relationships between the City, the contractor and the architect. Monitor construction schedule and budget and manage unforeseen issues during construction. Provide construction oversight, site visits, and information suitable for the City's use in communicating project progress to the public.

Tasks

- Manage weekly construction meetings with the architect and contractor. Provide agenda and minutes of weekly meetings, including action items list including parties responsible.
- Coordinate communication on RFI's, changes, and submittals
- Manage and negotiate changes to scope or schedule to protect the City's stated budget and opening date
- Visit the site at least weekly and provide record of ongoing site activities, forces and equipment on site
- Work with City staff to develop standard practices for periodic City site visits and activity records
- Monitor contractor's on-site practices for potential conflicts with local environment or public safety
- Hire subconsultant special inspections contractors as requested by the City
- Provide weekly updates on project progress for City record and use

Deliverables

- Record of construction meetings, approved RFIs, changes, and submittals
- Site visit reports for record
- Special inspection reports, as needed
- Weekly project update reports

Assumptions

- Construction duration assumed to be 65 weeks, beginning June 1, 2022 and ending approximately September 1, 2023

TASK 05 – FURNITURE, FIXTURES, & EQUIPMENT MANAGEMENT SERVICES

Task Objective

Review existing furniture selections for completeness and compliance with the City's needs, establish work flow for ordering and receiving furniture, manage receipt and installation of purchased furniture and equipment.

Tasks

- Review existing furniture selections and layout for critical conflicts or usability concerns for the City
- Finalize furniture selections and establish purchasing strategy
- Develop and document purchasing work flow and order approval process
- Establish delivery, assembly, and installation plans for furniture and equipment delivery
- Assist with receipt and oversight of assembly and installation

Deliverables

- Provide record of receipt of items delivered

Assumptions

- Final selection and ordering process duration of eight weeks, assumes 2 virtual meetings, one site visit for physical sample reviews
- Daily site visits for two weeks for receipt and oversight of installation
- Task duration is assumed to be 20 weeks from June 1, 2023 to September 30, 2023

TASK 06 – BUILDING COMMISSIONING SERVICES

Task Objective

Review contract design documents as provided by the City to establish baseline commissioning requirements, provide project commissioning plan, oversee startup and functional testing of commissioned items, run fail/recover testing on critical systems

Tasks

- Create project commissioning plan based on project bid documents
- Establish commissioning schedule with contractor
- Create project-specific functional checklists for startup, oversee startup
- Oversee tests of critical systems during simulated power failure to ensure re-boot follows design requirements
- Provide final commissioning report

Deliverables

- Commissioning plan, schedule, and functional checklists
- Final commissioning report

Assumptions

- Eight virtual meetings, eight site visits for testing
- Field commissioning activities to last approximately 8 weeks during construction – exact timeframes TBD

TASK 07 – MOVE SERVICES

Task Objective

Manage, schedule, and oversee movein of physical articles from existing facilities to the new building.

Tasks

- Develop moving plans with City staff for scheduling, packing, relocating, and unpacking City materials.
- Hire move contractors as requested by the City
- Provide assistance to oversee move

Deliverables

- Move plan and schedule, record of move activities

Assumptions

- Move to take place over a one-week duration in October 2023, four prep meetings with City staff in-person in advance.

TASK 1-7 COST ESTIMATE / FEE BREAKDOWN

Bainbridge Island Police and Municipal Court Facility					Principal Consultant	Senior Construction Manager	Senior Construction Manager	FF&E Coordinator	Project Controls Specialist	KMB Architects Principal-in-Charge	KMB Architects Senior Project Manager	Commissioning (allow)	Special inspections (Allow)	Movers (allow)	Direct Costs (Transportation, printing, etc.)
			Burdened Rates:		$295.00	$249.91	$226.91	$160.00	$163.20	$ 210	$ 173	$ 52,500	$ 15,750	$ 21,000	$ 10,000
Task	SubTask	Description	Labor Dollars	Labor Hours											
1		Project Management	$86,642	321	80	160	0	0	80	0	0	0	0	0	1
			$86,642	321	80	160			80						1
2		Start-up Services/Tenant Serviceability and Support	$59,582	272	20	80	40	0	0	48	84	0	0	0	0
			$59,582	272	20	80	40			48	84				
3		Project Record Control Services	$28,953	140	20	40	0	0	80	0	0	0	0	0	0
			$28,953	140	20	40			80						
3		Construction Management Services	$190,742	709	40	600	0	0	0	40	28	0	1	0	0
			$190,742	709	40	600				40	28		1		
4		Furniture, Fixtures, &Equipment Management Services	$34,485	176	0	40	0	40	0	40	56	0	0	0	0
			$34,485	176		40		40		40	56				
5		Building Commissioning Services	$62,497	41	0	40	0	0	0	0	0	1	0	0	0
			$62,497	41		40						1			
6		Move Services	$37,397	81	0	40	0	40	0	0	0	0	0	1	0
			$37,397	81		40		40						1	
		Total Fee Request	$500,296	Total Hrs:	160	1,000	40	80	160						
				Avg. Hrs/Wk:	1.98	12.35	0.49	0.99	1.98						

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (7:35 PM) Direct the City Manager to Formally Request 100 Additional Equivalent Residential Units from Kitsap County Sewer District No. 7 to Serve the South Island Sewer Service Area - Public Works,

SUMMARY: City staff are requesting that the City Council direct the City Manager to formally request 100 equivalent residential units (ERUs) from Kitsap County Sewer District No. 7 to serve the South Island Sewer Service Area.

The City has provided sewer service to the Lynwood Center since 1997 via an agreement with Kitsap County Sewer District 7. The stated purpose for providing sanitary sewer was to reduce water pollution insofar as possible to terminate that area's sources of pollution due to untreated sewerage in Rich Passage. In 2001, the City Council adopted Ordinance 2001-43 establishing the contracted sewer service areas at the south end of the island and in 2003 the Council adopted Resolution 2003-38 and Ordinance 2003-38 to expand sewer service in the south part of the City to include generally Rockaway Beach, Pleasant Beach, Emerald Heights, Point White Drive, and Blakely School.

Since 1997, the City has contracted with Kitsap County Sewer District 7 to treat the effluent from areas in Lynwood Center and the south end of the island.

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

RECOMMENDED MOTION: I move to direct the City Manager to formally request 100 additional equivalent residential units from Kitsap County Sewer District No. 7 to serve the South Island Sewer Service Area.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The City has provided sewer service to the Lynwood Center since 1997 (25 years). The stated purpose for providing sanitary sewer was to reduce water pollution insofar as possible to terminate that area's sources of pollution due to untreated sewerage in Rich Passage. In 2001, the City Council adopted Ordinance 2001-43 establishing the South Island Sewer service area and in 2003 the Council adopted Resolution 2003-38 and Ordinance 2003-38 to create a Local Improvement District to improve and expand

sewer service in the south part of the City to include generally Rockaway Beach, Pleasant Beach, Emerald Heights, Point White Drive, and Blakely School.

The City has contracted with Kitsap County Sewer District 7 to treat the effluent from the South Island Sewer service area since 1997. These contracts have been represented by a series of Interlocal Agreements (ILA).

Sewer District 7 operates a 280K Gallons Per Day secondary treatment plant. The proposal to request 100 additional Equivalent residential units (ERU) would be the subject of a new Inter-Local Agency Agreement.

Equivalent residential unit is a measurement that approximates the typical wastewater demand of a typical residential unit. Some commercial units, specifically restaurants, require more than one ERU of service.

ATTACHMENTS:

South Island Sewer Connection Capacity Memo 04122022

FISCAL DETAILS: N/A

Fund Name(s):

Coding: N/A

CITY OF
BAINBRIDGE ISLAND

Department of Public Works Memorandum

Date: April 8, 2022

To: Blair King, City Manager

From: Christopher Wierzbicki, Public Works Director

Subject: South Island Sewer Capacity Status

Executive Summary

The City's South Island Sewer Service area, which relies on an interlocal agreement with Kitsap County Sewer District 7 (SD7) for wastewater treatment, has utilized all of the allotted equivalent residential units (ERUs) identified in the agreement. Until an agreement regarding the City's ability to reserve and purchase additional ERUs is reached, the City is unable to offer new sewer connections in the South Island Sewer service area. This means that at this time, the City cannot approve most kinds of new commercial development or new residential development in the South Island Sewer Service area - which includes the Lynwood Center Neighborhood Service Center as well as other areas – unless those developments can be approved with a septic system design.

Background

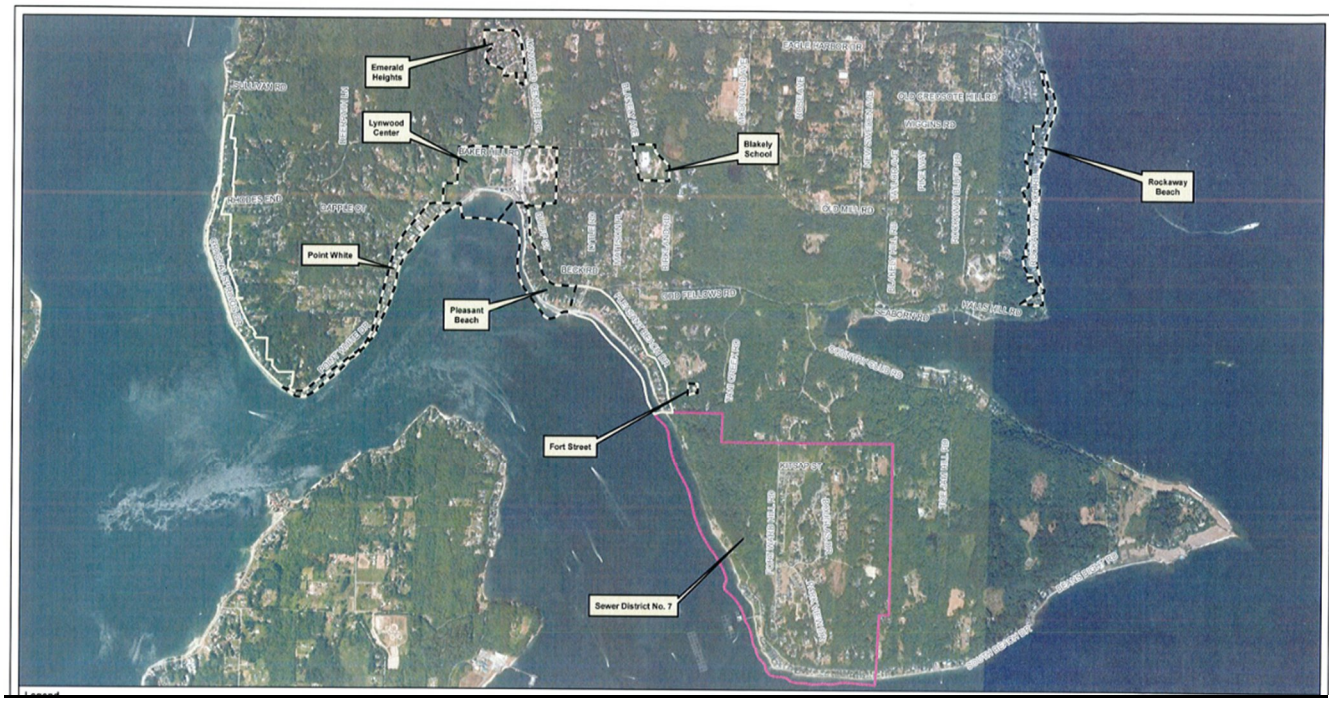
The City first provided sewer service to the Lynwood Center area of the Island via interlocal agreement with Kitsap County Sewer District 7 in 1997, 25 years ago. The City also established additional contracted sewer service areas at the south end of the Island in 2001 via Ordinance 2001-43. In 2003, South Island Sewer Local Improvement District was created for multiple south-island neighborhoods, including Lynwood Center, Point White, Emerald Heights, Rockaway, and the Blakely School (see map at the end of this memo) via Resolution 2003-38, approved in August 2003, and Ordinance 2003-38, approved in October 2003.

The City owns and maintains the sewer collection system funded by the local improvement district in the South Island Sewer area, but relies on an interlocal agreement (ILA) with SD7 for wastewater treatment from the Fort Ward wastewater treatment plant.

Based on staff calculations, the City has connected or reserved all of the 480 ERUs that were available to the City under the current ILA - 350 ERUs are physically connected, and 130 are reserved. At this time, the City is unable to offer new sewer connections for new or existing development in the service area. The City's municipal code allows new development without a sewer connection within its sewer service areas only in very limited circumstances (see BIMC 13.12.010), and in coordination with the Kitsap County Health District Standards.

For example, BIMC 13.12.010 would allow a new single-family home if a septic system design can be approved for the site. An existing home with a failing septic would only have the option of repairing or replacing a septic system if the property conditions allow. A new commercial or higher-density development would likely not have an option for a septic system, and could consider the use of a blackwater recycling system.

Sewer District 7 has benchmarked on paper that the connection of the City's 480 ERUs plus the connection of the remaining Fort Ward ERUs is the point at which SD7 should consider a capacity upgrade to the Fort Ward Wastewater Treatment Plant (WWTP). However, in conversation with SD7's District manager, it appears that there is still likely additional physical capacity at the plant to be able to allow SD7 to cautiously allow the City to reserve more ERUs in the short-term while a long-term plan for future connections and plant capacity is determined.



A map of the South Island Sewer Service Area. The dashed black and white lines represent the boundaries of the City's service area. The pink line represents the boundary of the SD7 Fort Ward service area.

Recommended Next Steps

The decision to continue sewer service in the South Island Sewer Service area is consistent with decisions made in the past. The near-term request is that the City Council direct the City Manager to formally request 100 additional equivalent residential units from Kitsap County Sewer District No. 7 to serve the South Island Sewer Service Area.

A longer-term approach to sewer service in the South Island Sewer Service area will likely involve complex community and environmental considerations and take several months of informed research and discussion. As part of the deliberations, a new ILA may address any interest the City has in partnering with SD7 to explore planning for an upgrade to the Fort Ward WWTP in the next few years.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:50 PM) Adopt Resolution No. 2022-17 Relating to Approving the Grow Community Phase 2B (formerly Phase 3) Final Subdivision Alteration and Adjustment to the Approved Site Plan Review - Planning,

SUMMARY: The Grow Community final subdivision (Phase 2 portion of site) is currently approved for 18 multi-family and four single-family units. The applicant proposes to alter the final subdivision and approved land use permits as follows:
- Alter the approved plat and adjust the approved site plan review permit to remove the multi-family units;
- Create 14 single-family lots and one tract from the existing 5 lots for a total of 14 residential units (reduction from currently approved 22 units);
- Create 14 two-story, fee simple single-family residences to be built on the 14 lots;
- Add 10 new surface parking spaces in a reconfigured existing lot and 6 new spaces adjacent to Shepard Way; and
- Regrade the existing park in the common open space area to the north of the proposed residences.

The Bainbridge Island Municipal Code (see, e.g., BIMC 2.16.160) directs that alterations of a subdivision shall follow the provisions of RCW 58.17.215 and RCW 64.04.175. In part, RCW 58.17.215 provides as follows:

"Upon receipt of an application for alteration, the legislative body shall provide notice of the application to all owners of property within the subdivision, and as provided for in RCW 58.17.080 and 58.17.090. The notice shall either establish a date for a public hearing or provide that a hearing may be requested by a person receiving notice within fourteen days of receipt of the notice ... . The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration ... ."

A notice of application was provided, and a public hearing was requested during the public comment period. The City Council subsequently set the public hearing for March 22, 2022. The hearing included a brief introductory presentation by staff, followed by a presentation by the applicant, followed by public comment, followed by City Council deliberation on the request.

The City Council passed a motion directing staff to return to a future meeting with a draft resolution for approval for the Grow Community Phase 2B final subdivision alteration. Resolution No. 2022-17, included with this agenda item, would allow the City Council to approve the proposed alteration. The resolution includes a detailed decision document related to the proposed alteration.

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

RECOMMENDED MOTION: I move to adopt Resolution No. 2022-17 and to thereby approve the Grow Community Phase 2B final subdivision alteration and adjustment to the approved site plan review.

STRATEGIC PRIORITY:

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

BACKGROUND: The Grow Community subdivision and site plan review was originally approved in 2014 and Phases 1 and 2A have been developed. Phase 2B (formerly referred to as Phase 3) is currently undeveloped and an alteration of the subdivision is proposed from the previously approved multi-family use to single-family development. Phase 2B fronts the north side of Shepard Way NE, east of Grow Avenue.

A detailed project history is included in the attached resolution and in the detailed staff report describing the project history, the review process for the plat alteration, and analysis of compliance with applicable land use codes. The resolution and report include recommended revised project conditions should the City Council choose to approve the plat alteration and adjustment to the approved site plan review. Additional background information is included in the exhibits, including but not limited to site plans and decisions related to prior Grow Community plat alterations and amendments.

ATTACHMENTS:

Resolution No. 2022-17 - Approving Grow Community Phase 2B Alteration

Exhibit A to Resolution No. 2022-17 for Grow Community Phase 2B Final Subdivision Alteration.pdf

1. PLN13551I FSUBA SPRA Grow Phase 2B Alteration formerly Grow Phase 3 Staff Report.pdf

2. Plat of Grow Community II recorded in 2014 under AFN 201412100175.PDF

3. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020.pdf

4. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II.pdf

5. PLN13551I FSUBA SPRA Site Plan.pdf

6. PLN13551I FSUBA SPRA Renderings Floor Plans Site Plans Site Photos.pdf

7. PLN13551I FSUBA SPRA Public and Agency Comment received during public comment periods.pdf

8. Foster Garvey ltr in response to Mohrman opposition memo dtd December 29 2021.pdf

9. PLN13551I FSUBA SPRA Public Comment received after public comment period.pdf

10. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dtd January 25 2021.pdf

11. PLN13551I FSUBA SPRA Development Engineering Recommendation Memo dtd March 16 2022.pdf

12. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dtd January 18 2022.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2022-17

A RESOLUTION of the City Council of Bainbridge Island, Washington, relating to approval of the Grow Community Phase 2B subdivision alteration and adjustment to the approved site plan review (City File No. PLN13551I FSUBA/SPRA).

WHEREAS, the Grow Community received Site Plan and Design Review ("SPR") approval under City file no. SPR13551 on March 9, 2012, and the SPR was granted as an eight acre, phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP); and

WHEREAS, the SPR has been adjusted seven times through various site plan review adjustment applications, and this request for a SPR Adjustment is the eighth adjustment; and

WHEREAS, the plat of Grow Community I was approved by the Hearing Examiner on August 29, 2012 (City file no. SUB13551), and by the City Council (Resolution No. 2012-12) on November 7, 2012 (City file no. FSUB13551), and the plat of Grow Community I was recorded on November 19, 2012; and

WHEREAS, an amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution No. 2013-19 on October 23, 2013; and

WHEREAS, a second amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution No. 2014-25 on December 9, 2014; and

WHEREAS, the plat of Grow Community II is the subject of this request for an alteration, and the plat was approved by the Hearing Examiner on July 7, 2014 (City file no. SUB13551B), and by the City Council (Resolution No. 2014-24) on December 9, 2014 (City file no. PLN13551BFSUB), and the plat of Grow Community II was recorded on December 10, 2014; and

WHEREAS, a minor alteration to the Grow Community II final subdivision was approved on July 28, 2016, to amend the open space plan to add a 400 square foot structure and to allow the awning for the community center in the open space tract (City file no. PLN13551B FSUBA); and

WHEREAS, a minor amendment to the Grow Community II final subdivision was approved on February 21, 2017 and recorded on February 27, 2017 under the title, "AMENDMENT Plat of Grow Community II," and the note on the amendment on the recorded plat specifies that the amendment revises the building footprints on Lots 31 and 32, revises lot coverage for Lots 31 and 32 which then revised the total calculated lot coverage for the plat, revised open space areas, and revised the pedestrian pathway

location, alignments, and easements in the southern portion of the plat (City file no. PLN13551B FSUBA2); and

WHEREAS, Grow Community II has current approvals as part of Grow Community II Phase 2B to construct an 18-unit 3-story multifamily building on Lot 31 and four single-family residences on Lot 27, Lot 28, Lot 29, and Lot 30 respectively, and this part of the phased development has not yet been built and is proposed to be altered through this request; and

WHEREAS, as described in more detail in Exhibit A, "Findings, Conclusions, and Decision" (see attached), Bainbridge 14, LLC and Bainbridge Community Development, LLC (Applicants) request approval to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use, and the proposed alteration and adjustment to the approved site plan review includes the following:

- Create fourteen single-family lots and one tract (proposed Tract D) from five existing lots (lots 27-31) and existing Tract C;
- Fourteen two-story single-family residences (SFRs) are proposed to be built on the fourteen single-family lots;
- Add ten new surface parking spaces in a reconfigured existing parking lot, and six new parking spaces adjacent to Shepard Way NW; and
- Regrade the existing park to the north and reconfigure public pedestrian easements in the southern portion of the plat.

WHEREAS, the application proposes an alteration to a final long subdivision in accordance with BIMC 2.16.160.M which specifies that an alteration of a subdivision shall follow the provisions of RCW 58.17.215, and in accordance with RCW 58.17.215, the City Council shall determine the public use and interest in the proposed alteration and may deny or approve the application; and

WHEREAS, the City issued a combined Notice of Application for Alteration of Subdivision/SEPA Addendum on November 12, 2021, the City issued a combined revised Notice of Application for Alteration of Subdivision/SEPA Addendum on December 10, 2021, and the applications were re-noticed to allow for an additional comment period and provide additional information regarding the SEPA review (SEPA addendum issued); and

WHEREAS, the City published a Notice of Public Hearing on February 11, 2022, the public hearing subsequently was moved to March 22, 2022, and the City issued a second Notice of Public Hearing on March 11, 2022; and

WHEREAS, the City identified nineteen public comments and one agency comment received during the public comment period, including a request for a public hearing, the City received several public comments after the public comment period and

in advance of the public hearing, and the City prepared a comment summary sheet with staff responses as part of the staff report; and

WHEREAS, on March 22, 2022, the City Council conducted a quasi-judicial proceeding, including a public hearing, to consider the proposed alteration and adjustment to the approved site plan review, in accordance with the provisions in RCW 58.17.215; and

WHEREAS, on March 22, 2022, following the public hearing and after considering public comment provided as part of the proceeding, the City Council expressed a consensus to direct City staff to prepare a decision document to approve the proposed alteration and adjustment to the approved site plan review; and

WHEREAS, City staff have prepared the decision document and it is attached as Exhibit A, and approval of this Resolution No. 2022-17 will approve the proposed alteration and adjustment to the approved site plan review (City file No. PLN13551I FSUBA/SPRA), subject to the conditions set forth in Exhibit A; and

WHEREAS, on April 12, 2022, the City Council considered adoption of this Resolution No. 2022-17 and approval of the proposed alteration and adjustment to the approved site plan review (City file No. PLN13551I FSUBA/SPRA), subject to the conditions set forth in Exhibit A.

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

Section 1. As set forth in Exhibit A, which is incorporated fully herein by this reference, the City Council is granted jurisdiction to consider and decide applications for alteration of a subdivision under BIMC 2.16.160.M and RCW 58.17.215. In accordance with RCW 58.17.215, the City Council shall determine the public use and interest in the proposed alteration and may deny or approve the application.

Section 2. As set forth in Exhibit A, the City Council hereby determines that the public use and interest is served by the proposed alteration and adjustment to the approved site plan review (City file No. PLN13551I FSUBA/SPRA). The City Council further finds that the proposed alteration and adjustment to the approved site plan review are in conformance with the City's zoning requirements, the Comprehensive Plan, subdivision regulations and standards, and all applicable land use ordinances and applicable state laws. Accordingly, the request to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use (No. PLN13551I FSUBA/SPRA) is hereby APPROVED by the City Council, subject to the conditions set forth in Exhibit A.

Section 3. In accordance with RCW 58.17.215, the City Council hereby orders the applicant to produce a revised drawing of the approved alteration of the final plat at issue. Further, the City Council hereby authorizes the Mayor to sign the revised drawing

of the approved alteration that will be prepared by the applicant, and that approved document shall be filed with the Kitsap County Auditor to become the lawful plat of the property.

Section 4. The applicant shall prepare the above described revised drawing of the approved alteration of the final plat at issue, and, after the approved alteration includes all of the applicable signatures, the applicant shall record the applicable documents with the Kitsap County Auditor.

Section 5. 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 6. This resolution shall take effect and be in force immediately upon its passage.

PASSED by the City Council this ____ day of _____, 2022.

APPROVED by the Mayor this ____ day of _____, 2022.

_____

Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: _____

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	April 8, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
RESOLUTION NO.	2022-17

Attached: Exhibit A (Findings, Conclusions, and Decision)

EXHIBIT A

BEFORE THE CITY COUNCIL
CITY OF BAINBRIDGE ISLAND

In the Matter of the Application of	)	No. PLN13551I FSUBA/SPRA
	)	
Bainbridge 14, LLC	)	Grow Community Phase 2B Alteration
Bainbridge Community Development, LLC	)	(formerly Grow Phase 3)
	)	
	)	
	)	
For Approval of a Final Subdivision Alteration	)	**FINDINGS, CONCLUSIONS**,
And Site Plan Review Adjustment_____	)	**AND DECISION**

SUMMARY OF DECISION

The request to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use is **APPROVED**. Conditions are necessary to mitigate specific impacts of the proposed development.

SUMMARY OF RECORD

Hearing:
The City Council held a public hearing on the request on March 22, 2022, in accordance with the provisions of RCW 58.17.215.

Testimony:
The following individuals testified at the public hearing:

Mark Hofman, Interim Planning & Community Development Director
Ellen Fairleigh, City Associate Planner
Henry Mohrman
Mary Beth Abarbanel
Demi Allen
Resident of 363 Ambrose Lane (name not stated)
Robert Abarbanel
Jonathan Davis, Agent for Applicants

Exhibits:
The following exhibits were admitted into the record:

1. PLN13551I FSUBA SPRA Grow Phase 2B Alteration (formerly Grow Phase 3) Staff Report
2. Plat of Grow Community II recorded in 2014 under AFN 201412100175
3. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020
4. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II

5. PLN13551I FSUBA SPRA Site Plan
6. PLN13551I FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos
7. PLN13551 FSUBA SPRA Public and Agency Comment received during public comment periods
8. Foster Garvey letter in response to Mohrman opposition memo dated December 29, 2021
9. PLN13551I FSUBA SPRA Public Comment received after public comment period
10. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021
11. PLN13551I FSUBA SPRA Development Engineering Recommendation memo dated March 16, 2022
12. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022
13. PLN13551I FSUBA SPRA Public Comment Received in advance of public hearing

Project Location: Multiple Addresses: 248, 242, 226, 220, 234 & 238 Shepard Way NW & Tract C

Tax Parcels: 5607-000-027-0005 (Lot 27); 5607-000-028-0004 (Lot 28); 5607-000-029-0003 (Lot 29); 5607-000-030-0000 (Lot 30); 5607-000-031-0009 (Lot 31); and 5607-000-034-0006 (Tract C)

PROJECT BACKGROUND

The Grow Community has an extensive permitting history. Key permits and approvals are provided as follows:

1. The Grow Community received Site Plan and Design Review (SPR) approval under City file no. SPR13551 on March 9, 2012. The SPR was granted as an eight acre, phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP).
2. The SPR has been adjusted seven times through various site plan review adjustment (SPRA) applications. This request for a SPRA is the eighth adjustment.
3. The plat of Grow Community I was approved by the Hearing Examiner on August 29, 2012 (City file no. SUB13551), and by the City Council (Resolution No. 2012-12) on November 7, 2012 (City file no. FSUB13551). The plat of Grow Community I was recorded on November 19, 2012.
4. An amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution No. 2013-19 on October 23, 2013.
5. A second amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution No. 2014-25 on December 9, 2014.
6. The plat of Grow Community II is the subject of this application. The plat was approved by the Hearing Examiner on July 7, 2014 (City file no. SUB13551B), and by the City Council (Resolution No. 2014-24) on December 9, 2014 (City file no. PLN13551BFSUB). The plat of Grow Community II was recorded on December 10, 2014.
7. A minor alteration to the Grow Community II final subdivision was approved on July 28, 2016, to amend the open space plan to add a 400 square foot structure and to allow the awning for the community center in the open space tract (City file no. PLN13551B FSUBA).
8. A minor amendment to the Grow Community II final subdivision was approved on February 21, 2017 and recorded on February 27, 2017 under the title, "AMENDMENT Plat of Grow Community II." The note on the amendment on the recorded plat specifies that the amendment revises the building footprints on Lots 31 and 32, revises lot coverage for Lots 31 and 32 which then revised the

total calculated lot coverage for the plat, revised open space areas, and revised the pedestrian pathway location, alignments, and easements in the southern portion of the plat (City file no. PLN13551B FSUBA2).

9. Grow Community II has current approvals as part of Grow Community II Phase 2B to construct an 18-unit 3-story multifamily building on Lot 31 and four single-family residences on Lot 27, Lot 28, Lot 29, and Lot 30 respectively. This part of the phased development has not yet been built and is proposed to be altered through this application.

FINDINGS

Application and Notice

1. Bainbridge 14, LLC and Bainbridge Community Development, LLC (Applicants) request approval to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use. The proposed alteration includes the following:

   - Create fourteen single-family lots and one tract (proposed Tract D) from five existing lots (lots 27-31) and existing Tract C.
   - Fourteen two-story single-family residences (SFRs) are proposed to be built on the fourteen single-family lots.
   - Add ten new surface parking spaces in a reconfigured existing parking lot, and six new parking spaces adjacent to Shepard Way NW.
   - Regrade the existing park to the north and reconfigure public pedestrian easements in the southern portion of the plat.
   - At the time of application submittal, the project proposed to narrow a portion of Shepard Way to 12' to create a more walkable "slow street." The “slow street” proposal has since been removed from the project at the request of the applicant.

2. The application proposes an alteration to a final long subdivision in accordance with BIMC 2.16.160.M which specifies that an alteration of a subdivision shall follow the provisions of RCW 58.17.215. In accordance with RCW 58.17.215, the legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application.

3. In accordance with RCW 58.17.170(2)(a), any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014. The Plat of Grow Community II was recorded on December 10, 2014. This final subdivision alteration proposal was submitted within seven years of the date of filing and therefore the previously approved lots are not divested and remain valid.

4. The City issued a combined Notice of Application for Alteration of Subdivision/SEPA Addendum on November 12, 2021. The City issued a combined revised Notice of Application for Alteration of Subdivision/SEPA Addendum on December 10, 2021. The applications were re-noticed to allow for an additional comment period and provide additional information regarding the SEPA review (SEPA addendum issued).

5. The City published a Notice of Public Hearing on February 11, 2022. The public hearing subsequently was moved to March 22, 2022. The City issued a second Notice of Public Hearing on March 11, 2022.

6. The City identified nineteen public comments and one agency comment received during the public comment period, including a request for a public hearing. The City received several public comments after the public comment period and in advance of the public hearing. The City prepared a comment summary sheet with staff responses as part of the staff report.

State Environmental Policy Act

7. Acting as lead agency, the City issued a SEPA addendum concurrently with the Notice of Application on November 12, 2021. A revised Notice of Application and SEPA addendum was issued on December 10, 2021 to allow for an additional comment period and provide additional information regarding the SEPA addendum. The addendum is issued pursuant to WAC 197-11-600(4)(c) and WAC 197-11-625 and modifies the proposal as described in the project description. A SEPA checklist date stamp received October 23, 2013, was prepared for the Grow Community proposal, and a mitigated determination of nonsignificance (MDNS) was issued on May 27, 2014. A revised SEPA checklist dated November 4, 2021, has been submitted as an addendum to the original checklist but does not change the City's SEPA analysis. Due to the overall reduction in residential units in the proposed alteration to the southern portion of the development, no additional significant adverse impacts are anticipated. The mitigations included in the MDNS issued May 27, 2014, remain unchanged. The City does not anticipate issuing a new SEPA determination.

Comprehensive Plan and Zoning

8. The Comprehensive Plan designation for the site is Urban Multi-Family R-14 and is within the Winslow Master Plan Area. City staff identified Comprehensive Plan goals and policies that are relevant to the proposal:
   Land Use Element- Designated Centers – Goal LU-5: Focus Urban Development in Designated Centers; Policy LU-5.3: Encourage residential uses in a variety of forms and densities as part of the use mix in Winslow and neighborhood centers; Goal LU-6: Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property; Policy LU-6.2: Promote dense residential and commercial development and encourage human activity within Winslow, the heart of Bainbridge Island. In order to create a vibrant city center direct growth where infrastructure exists, reduce reliance on the automobile, provide opportunities for affordable housing and absorb growth that would otherwise be scattered in outlying areas. Plan for adequate parking in Winslow to accommodate residents and visitors who drive downtown for shopping, participation in local government, attendance at cultural events and centers, and to use other resources in Winslow.
   Economic Element- Sustainability – Policy EC-3.1: Encourage the use of green building materials and techniques in all types of construction, as well as design approaches that are responsive to changing conditions; Development in Designated Centers – Policy EC-6.1: Enhance the existing designated centers to help the Island economy prosper and provide a high quality of life, creating ancillary benefits such as decreasing pollution (including greenhouse gas emissions), protecting open space, and creating local family wage jobs; Policy EC-6.2: Utilize urban design strategies and approaches to ensure that changes to the built environment are at a locally appropriate scale and enhance the Island's unique attributes, in recognition of the economic value of "sense of place."
   Environmental Element- Greenhouse Gases – Policy EN 12.7: Promote the installation of residential solar panels and the adoption of other energy saving technologies such as LED lights, heat pumps and insulation.

Water Resources Element- Stormwater Protection and Management – Policy WR 4.6: Ensure development of and adherence to erosion and sediment control plans on all construction and development sites of any size.
Housing Element- Policy HO-3.1: Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units; Policy HO-3.7: Expand opportunities for infill in the residential neighborhoods of the Winslow Master Plan study area and the Neighborhood Centers. Allow the creation of small lots (e.g., in the 3,000 square foot range) as well as smaller footprint homes (e.g., under 1,200 square feet); Policy HO-6.7: Support the development of livable neighborhoods.
Transportation Element- Non-Motorized System – Policy TR 2.4: Provide a network of sidewalk facilities adjacent to roadways in designated centers with the Winslow area given priority. Sidewalks shall be of sufficient width to accommodate expected pedestrian use, including safe crossings with adequate overhead or embedded lighting. Where possible, separate sidewalks from the roadway with a street tree planting strip and buffer. Designs should accommodate users of all abilities, meeting ADA requirements; Operation and Mobility – Policy TR 6.4: Enforce the City's concurrency ordinance and monitor the expected transportation impact of proposed development on the available capacity of the roadway system. Early in the development review process, ensure that there are adequate transportation facilities or that improvements are planned, scheduled and funded for completion within six (6) years.

9. City staff identified Winslow Master Plan goals and policies that are relevant to the proposal:
Land Use Element- Overall Land Use Goal WMP 2-1: Strengthen Winslow—the Island's commercial, cultural and commuter hub—as a sustainable, affordable, diverse, livable and economically vital community, by: • Encouraging downtown living; • Providing an enhanced pedestrian experience, with linked access to retail shopping, the ferry, major public facilities, open space and residential areas, and promoting and retaining visual access to Eagle Harbor; • Promoting the efficient use of land; • Encouraging the retention and expansion of retail that serves the needs of community members and visitors; • Providing opportunities for business expansion and private reinvestment; • Promoting development that is sustainable and supports community values; and 22 Winslow Master Plan - May 21, 1998 Updated November 8, 2006 • Developing strategies that result in the creation of less expensive housing and retail space, thereby increasing diversity while minimizing dependence on the automobile.

   Housing Element- Goal WMP 3-1: Promote and facilitate the provision of diverse and affordable housing choices in a manner that encourages socio-economic diversity.
   Transportation Element- Policy WMP 6-2.4: Provide for wide sidewalks and other pedestrian amenities that support and encourage pedestrian use of Winslow; Policy WMP 6-2.5: Improve pedestrian connections by protecting and formalizing use paths.

10. The City evaluated the proposed alteration against the Bainbridge Island Municipal Code ("BIMC") regulations in effect in 2014. The reference for compliance with BIMC regulations in place in 2014 is the Project Report for Grow Community Phase II from Heather Beckmann, Associate Planner to Stafford Smith, Hearing Examiner dated June 13, 2014.

11. The property is located in the City's R-14 zoning district. Single-Family Dwelling is a permitted use in the R-14 zoning district. The maximum lot coverage is 40% in the R-14 zoning district. There is no proposed change to the percentage of lot coverage. The approved lot coverage for the plat of Grow Community II is 37%, and the proposed lot coverage is 37%. This plat alteration proposes to reassign lot coverage from the previously approved lots to the newly created lots in the southern portion of the plat.

12. Grow Community II was originally approved as a phased Tier II Built Green 5 Housing Design Demonstration Project (HDDP). As detailed in the staff report, the City confirmed that the project will continue to meet the minimum required HDDP scoring in place in 2014 including four points in the housing diversity category with home size no greater than 1600 square feet, twenty-one points in the innovative site development category, and implementation of innovative building design through water use reduction and improved energy performance.

13. The applicant may request that development standards from Titles 17 and 18 be modified as part of a housing design demonstration project. The City reviews the request to modify development standards through the project review process outlined in BIMC 2.16.020.Q.3 and considered in relation to all required decision criteria. The proposal requests modification to the following development standards: minimum lot dimensions and size, setbacks, roadside buffers, and to modify the parking standards. Proposed building height is below the maximum building height permitted in the R-14 zoning district.

14. The density in the R-14 zoning district is one dwelling unit per 3,100 square feet. According to the 2014 staff report, without any density bonus the plat of Grow Community II can be developed into 74 dwelling units. The 1.5 times density bonus allows a maximum of 111 dwelling units. With the proposed alteration, the plat of Grow Community II proposes 91 dwelling units which is less than the maximum allowed density bonus.

15. As detailed in the staff report, the City reviewed the proposal against the HDDP Approval Criteria.

Existing Site

16. The subject parcels are the remaining undeveloped lots in Grow Community II. Tract C is developed with parking and trails. There are no critical areas on the subject parcels. Grow Community II has current approvals as part of Grow Community II Phase 2B to construct an 18-unit 3-story multifamily building on Lot 31 and four single-family residences on Lot 27, Lot 28, Lot 29, and Lot 30 respectively. This part of the phased development has not yet been built and is proposed to be altered through this application.

Access, Parking, and Traffic

17. The subject parcels will be accessed from Shephard Way NW and Wyatt Way NW.

18. The applicant submitted a detailed parking analysis outlining the number of parking spaces provided in Phase 2A and Phase 2B, including an analysis of parking required based on unit size. This proposal will provide 16 new parking spaces. Ten of the parking spaces will be added to the existing parking lot in the southwest corner of the plat, and six new parking spaces will be added adjacent to Shepard Way within the public pedestrian easement.

19. As detailed in the staff report, Grow Community II requires 132 parking spaces with allowed development standard incentives and reductions and provides 134 parking spaces.

20. The project is conditioned that the parking spaces along Shepard Way NW must be available for use by members of the public because they are within the public pedestrian easement.

21. Revised Trip Generation Analysis for Grow Community Phase 3 dated January 25, 2021 from KPG was submitted by the applicant. The report concluded that the proposed changes will not significantly increase the trip generation and that traffic impacts will be similar to the impacts of the previously permitted development. A revised traffic impact analysis is not required because the proposal does not exceed the thresholds that would require a new analysis. The City Development Engineer accepted KPG's findings.

Trees, Landscaping, and Open Space

22. Perimeter landscape buffers are not being disturbed or changed as part of this proposal. As permitted through HDDP development standard incentives, the roadside buffer along Shepard Way NW is proposed to be eliminated with the exception of the 10-foot-wide landscape buffer fronting the southwest parking lot.

23. Continued compliance with parking lot landscaping in the altered southwest parking lot for the addition of 10 spaces will be reviewed as part of building permit process.

24. The plat is conditioned to provide 40 tree units per acre for a total of 211 tree units. Application materials indicate that tree unit requirements were met and exceeded as part of previous phases of Grow Community II development. However, six of the trees have died and been removed, and 8 more trees are proposed to be removed as part of this development to accommodate the expansion of the southwest parking lot. At the time of building permit review for this proposal, staff will verify that the plat provides a minimum of 211 tree units as required.

25. Proposed open space is decreasing slightly from 45% to 44%.

Stormwater

26. The City Development Engineer recommends approval. Civil improvements or alterations to utilities or drainage are or have been reviewed under the associated building permit for this project (City file no. BLD25975 R-GAF).

Utilities

27. The City has sufficient capacity to serve the subdivision with water and sewage services.

Schools and Parks

28. The Bainbridge Island School District would serve the proposed subdivision but did not provide any comment. This proposal will provide pedestrian walkways both internally and externally. The applicant will construct a sidewalk along the southern portion of the property abutting Shepard Way NW. The project also proposes a concrete crosswalk from the southeast corner of the subject property connecting to a trail to properties to the east.

Public Comment/Testimony

29. Public comments were received at the public hearing. Henry Mohrman, a resident of the Grow Community, testified that the project presentation was wonderful and he has nothing negative to say about it.

    Mary Beth Abarbanel, a resident of the Grow Community Sage Unit, testified that she has concerns about access and streets during construction and after it is built. She is under the impression that during construction Shepard Way will be closed for a significant period of time. She is also concerned in the long-term that a loading dock is needed due to access needed for large delivery trucks and access during construction. There is no designated loading spot. She also testified that there is signage about the adjacent childcare center, and she has confronted people about the use. She is also concerned that six guest spaces for fourteen units is an issue.

    Demi Allen, a resident of Phase 2A of Grow since 2016, testified that he enthusiastically supports the proposed plat alteration. He testified that it will be great to have the community completed by people we know and trust. He testified that Jonathan Davis not only designed Phase 1, but he is also a resident of Grow since the beginning. He testified that the proposed design is feasible and buildable and brings together Phase 1 and Phase 3 to create an integrated whole.

    A resident of 363 Ambrose Lane in the Sage condo testified that she is concerned about the aging in place representation of a master on the ground floor. She testified that as people age they will want to go up to other floors. She testified that aging in place requires one floor and these units have more than one floor. She testified that this is not an aging in place development. As Bainbridge continues to age she testified that we need to think about our multi-level buildings.

    Robert Abarbanel, a resident of the Sage building, testified that he compliments the plan to insert the capacity for electric vehicle charging in every parking space for the 14 units. He testified that the plat requires the provision of electric vehicle charging throughout Grow and the Sage building has ruled against the installation of EV charging and that needs to be considered. He testified that the Council should be responsible for and provide for very serious inspection. He testified that buildings have been built at Grow that are defective and need to be repaired. He testified that this needs to be handled very carefully for the Grow 2B construction. He testified that the code needs to be followed all the way through.

Staff & Agency Recommendation

30. The City Development Engineer, Survey Program Manager, and Building Department reviewed the proposal and recommends approval with conditions. The Kitsap Public Health District and the Bainbridge Island Fire Department reviewed the proposal and recommends approval with conditions. At the March 22, 2022 public hearing, City staff requested City Council direction in accordance with RCW 58.17.215. Staff was directed to prepare a decision document for approval of the alteration.

CONCLUSIONS

Jurisdiction

The City Council is granted jurisdiction to consider and decide applications for alteration of a subdivision under BIMC 2.16.160.M and RCW 58.17.215. In accordance with RCW 58.17.215, the legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application.

Criteria for Review

RCW 58.17.215 criteria for review of a proposed alteration of a subdivision is as follows.

The City Council's decision shall include findings of fact that the application meets the following criteria:

The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application.

Conclusions Based on Findings

1. **With conditions, the proposed subdivision alteration is in compliance with the 2014 Bainbridge Island Municipal Code (BIMC) including the requirements of a Tier II Built Green 5 Housing Design Demonstration Project (HDDP), and consistent with the Comprehensive Plan.**

2. **With conditions, the proposed subdivision alteration serves the public use and interest.** In making this conclusion, the City Council considered factors related to RCW 58.17.215, as well as RCW 58.17.110 (factors to be considered related to approval of a subdivision), such as whether appropriate provisions are made for: public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school. The City Council's discussion and consideration related to the public use and interest and more generally is reflected in the Council discussion that occurred at the Council meetings regarding this matter, which occurred on March 22, 2022 and April 12, 2022, and recordings of those meetings are in the public record.

DECISION

Based on the preceding findings and conclusions, the request to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use is **APPROVED**, with the following conditions:

The following conditions are currently listed on the Plat of Grow Community II recorded in 2014 under Auditor's File Number (AFN) 201412100175. Conditions with a strikethrough are to be removed from the face of the plat alteration for this proposal, the Alteration to Amendment Plat of Grow Community II, because the condition is no longer applicable. Conditions that are underlined are to be revised, as follows:

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

2. To limit the impact on lighting, any proposed lighting shall comply with Chapter 15.34 BIMC.

3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.

4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled, "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community," prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.

5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations, and covered bicycle storage areas.

6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development.

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.

8. Landscape buffers (particularly the three-foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading,

or civil plan.

9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.

10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development. Tree unit requirements will be verified by City staff at the time of building permit review prior to the issuance of building permits for the Phase 2B alteration.

11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.

12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.

13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.

~~14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.~~

15. To address the requests of the Health District, the applicant shall submit building clearance for sewered properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.

16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development, and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:

    a) The dwelling units shall be at or below 1600 square feet of floor area;
    b) 20 - 30% water use reduction;
    c) 25 - 35% improved energy performance above the Washington State Energy Code in place in 2014;
    d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials, and accessibility;
    e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I);
    f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans;
    g) Bicycle spaces provided at one for every five parking spaces;
    h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4, as then codified in 2014;
    i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

18. Following the completion of each phase, City staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.

19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.

20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8-acre site.

21. Pursuant to Chapter 15.08 BIMC, the applicant shall apply for a permit for any regulated signs.

22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.

23. Phases II-A and II-B (5-acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition ~~#29~~ #25 below).

24. Building permits for the succeeding phase of development will not be issued before the

previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.

25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way NW shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.

26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.

27. The ten-foot-wide landscape buffers to Wyatt Way and the frontage of the southwest parking lot along Shepard Way NW shall meet the full screen requirements of the BIMC 18.15.010.

28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements.

The following conditions are to be added to the face of the proposed alteration, Alteration to Amendment Plat of Grow Community II, in addition to the existing and revised conditions listed above:

29. At the time of building permit submittal for the Phase 2B alteration, the applicant shall demonstrate compliance with required parking lot landscaping in the southwest parking lot in accordance with BIMC 18.15.010.F.2.C (Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way).

30. Utility main extensions and appurtenances shall be installed within the right-of-way or within an easement dedicated to the City. Required easements for the proposed sanitary sewer main extension shall be recorded prior to issuance of any certificate of occupancy.

31. Modifications or additions to City utility infrastructure shall be in accordance with City Design and Construction Standards and Specifications, unless otherwise approved by the city engineer.

32. Compliance with Minimum Requirement #5: Onsite Stormwater Management shall be demonstrated on the construction plans.

33. Parallel parking stalls shown along the north side of the Shepard Way right-of-way shall be open to the public and shall require signage that reads: 4 hr. parking 6 am to 6 pm.

34. Signage and striping for shared bicycle and motorized vehicle use of the Shepard Way traveled way shall be installed along the project frontage to satisfy the bicycle path portion of condition #35 (Hearing Examiner, 7 July 2014).

The following conditions apply to this proposal but do not need to be listed on the face of the plat:

1. Design and construction of civil improvements shall be in substantial conformance to the Plat Utility Plans submitted by Browne Wheeler Engineers, Inc., last revised October 14, 2021, plan sheets C1.1 – C3.6, as modified by these conditions or as amended and approved to the satisfaction of the Development Engineer. The proposal to reduce the eastern portion of Shepard Way to a 12.3' wide two-way traffic lane, shown in Detail C on sheet C2.4, is not approved with this subdivision alteration.

2. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to the City for review and approval to construct all necessary infrastructure serving the divided lots.

3. Any use of rights-of-way for construction and/or civil improvements, as a result of this subdivision alteration, shall require a right of way use permit. Right of way use permits are reviewed independently and are subject to separate conditions and bonding requirements.

4. An amended Open Space Management Plan reflecting proposed modifications is required to be submitted to the Planning Department for review and signature by the Director prior to recording.

DECIDED this 12th day of April 2022.

_____

Joe Deets, Mayor
City of Bainbridge Island

Appeal Process: The decision of the City Council shall be final unless, within 21 days after issuance of the decision, a person with standing appeals the decision in accordance with Chapter 36.70C RCW, Judicial Review of Land Use Decisions.

CITY OF BAINBRIDGE ISLAND

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

GROW COMMUNITY PHASE 2B ALTERATION (FORMERLY GROW PHASE 3) FILE #: PLN13551I FSUBA/SPRA

Prepared by: Ellen Fairleigh, Associate Planner
Date: March 18, 2022

Request: Final Subdivision Alteration (FSUBA) – PLN13551I FSUBA
Site Plan Review Adjustment (SPRA) – PLN13551I SPRA

Applicant: Bainbridge 14, LLC
Bainbridge Community Development, LLC

Location: Multiple Addresses: 248, 242, 226, 220, 234 & 238 Shepard Way NW & Tract C

Tax Parcel: 5607-000-027-0005 (Lot 27); 5607-000-028-0004 (Lot 28); 5607-000-029-0003 (Lot 29); 5607-000-030-0000 (Lot 30); 5607-000-031-0009 (Lot 31); and 5607-000-034-0006 (Tract C)

Summary of Request: The applicants request approval to alter the Plat of Grow Community II and adjust the approved site plan review to remove the previously approved multi-family use. The proposed alteration includes the following:

- Create fourteen single-family lots and one tract (proposed Tract D) from five existing lots (lots 27-31) and existing Tract C.
- Fourteen two-story single-family residences (SFRs) are proposed to be built on the fourteen single-family lots.
- Add ten new surface parking spaces in a reconfigured existing parking lot, and six new parking spaces adjacent to Shepard Way NW.
- Regrade the existing park to the north and reconfigure public pedestrian easements in the southern portion of the plat.
- At the time of application submittal, the project proposed to narrow a portion of Shepard Way to 12' to create a more walkable "slow street." The “slow street” proposal has since been removed from the project at the request of the applicant.

Recommended Action: City Council direction requested in accordance with RCW 58.18.215, as described below.

Part I: Project Background

Background: The Grow Community has an extensive permitting history. Key permits and approvals are provided as follows:

- The Grow Community received Site Plan and Design Review (SPR) approval under City file no. SPR13551 on March 9, 2012. The SPR was granted as an eight acre, phased, Tier II, Built Green 5 Housing Design Demonstration Project (HDDP).
- The SPR has been adjusted seven times through various site plan review adjustment (SPRA) applications. This request for a SPRA is the eighth adjustment.
- The plat of Grow Community I was approved by the Hearing Examiner on August 29, 2012 (City file no. SUB13551), and by the City Council (Resolution No. 2012-12) on November 7, 2012 (City file no. FSUB13551). The plat of Grow Community I was recorded on November 19, 2012.
- An amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution 2013-19 on October 23, 2013.
- A second amendment to the Grow Community I Subdivision and a boundary line adjustment was approved via Resolution 2014-25 on December 9, 2014.
- The plat of Grow Community II is the subject of this application. The plat was approved by the Hearing Examiner on July 7, 2014 (City file no. SUB13551B), and by the City Council (Resolution 2014-24) on December 9, 2014 (City file no. PLN13551BFSUB). The plat of Grow Community II was recorded on December 10, 2014.
- A minor alteration to the Grow Community II final subdivision was approved on July 28, 2016, to amend the open space plan to add a 400 square foot structure and to allow the awning for the community center in the open space tract (City file no. PLN13551B FSUBA).
- A minor amendment to the Grow Community II final subdivision was approved on February 21, 2017 and recorded on February 27, 2017 under the title, "AMENDMENT Plat of Grow Community II." The note on the amendment on the recorded plat specifies that the amendment revises the building footprints on Lots 31 and 32, revises lot coverage for Lots 31 and 32 which then revised the total calculated lot coverage for the plat, revised open space areas, and revised the pedestrian pathway location, alignments, and easements in the southern portion of the plat (City file no. PLN13551B FSUBA2).
- Grow Community II has current approvals as part of Grow Community II Phase 2B to construct an 18-unit 3-story multifamily building on Lot 31 and four single-family residences on Lot 27, Lot 28, Lot 29, and Lot 30 respectively. This part of the phased development has not yet been built and is proposed to be altered through this application.

Part II: Process

1. **Decision Process:** This application proposes an alteration to a final long subdivision in accordance with BIMC 2.16.160.M which specifies that an alteration of a subdivision shall follow the provisions

of RCW 58.17.125. In accordance with RCW 58.17.125, the legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application. Additionally, in accordance with RCW 58.17.170(2)(a) any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014. The Plat of Grow Community II was recorded on December 10, 2014. This final subdivision alteration proposal was submitted within seven years of the date of filing and therefore the previously approved lots are not divested and remain valid.

The current request is being reviewed under rules in effect at the time of the original approval of the plat of Grow Community II (2014), which is an approach consistent with the procedures utilized by the City for prior alteration to the Grow Community subdivision.

2. **Environmental Review:** Acting as lead agency, the City issued a SEPA addendum concurrently with the Notice of Application on November 12, 2021. A revised Notice of Application and SEPA addendum was issued on December 10, 2021 to allow for an additional comment period and provide additional information regarding the SEPA addendum. The addendum is issued pursuant to WAC 197-11-600(4)(c) and WAC 197-11-625 and modifies the proposal as described in the project description. A SEPA checklist date stamp received October 23, 2013, was prepared for the Grow Community proposal, and a mitigated determination of nonsignificance (MDNS) was issued on May 27, 2014. A revised SEPA checklist dated November 4, 2021, has been submitted as an addendum to the original checklist but does not change the City's SEPA analysis. Due to the overall reduction in residential units in the proposed alteration to the southern portion of the development, no additional significant adverse impacts are anticipated. The mitigations included in the MDNS issued May 27, 2014, remain unchanged. The City does not anticipate issuing a new SEPA determination.

3. **Consolidated Review Process:** Through the project application materials, the applicant requested consolidated permit review of the Final Subdivision Alteration (FSUBA) and Site Plan Review Adjustment (SPRA) in accordance with BIMC 2.16.170. A consolidated project permit application shall follow the application and notice procedure that results in the most extensive review and decision process.

4. **Appeal Process:** The decision of the City Council shall be final unless, within 21 days after issuance of a decision, a person with standing appeals the decision in accordance with Chapter 36.70C RCW, Judicial Review of Land Use Decisions.

Figure 1 – Existing Conditions

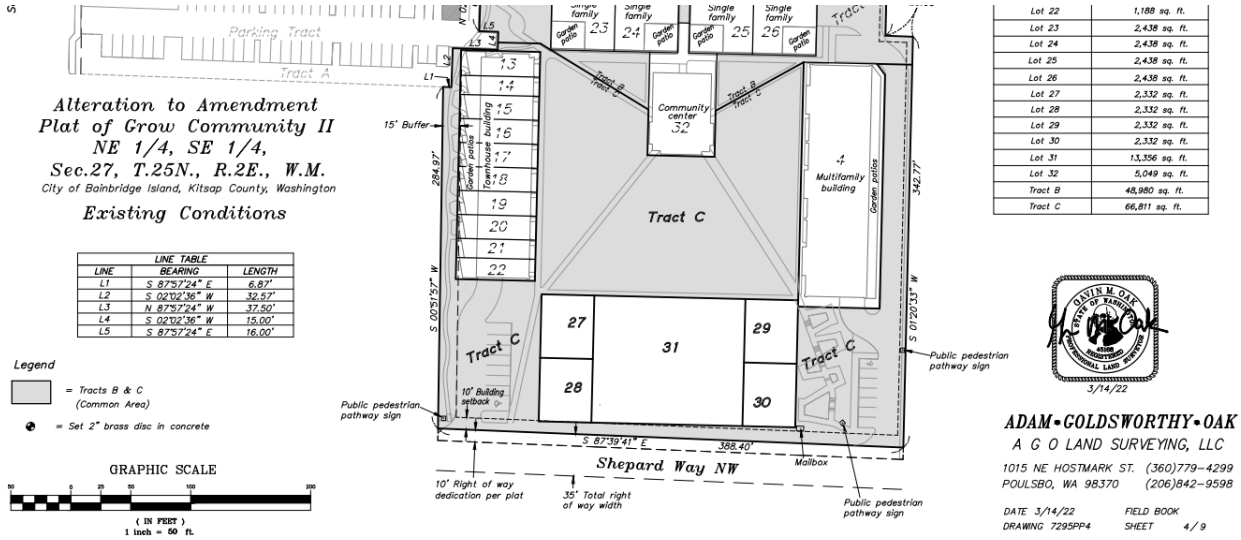


Figure 2- Proposed Alteration

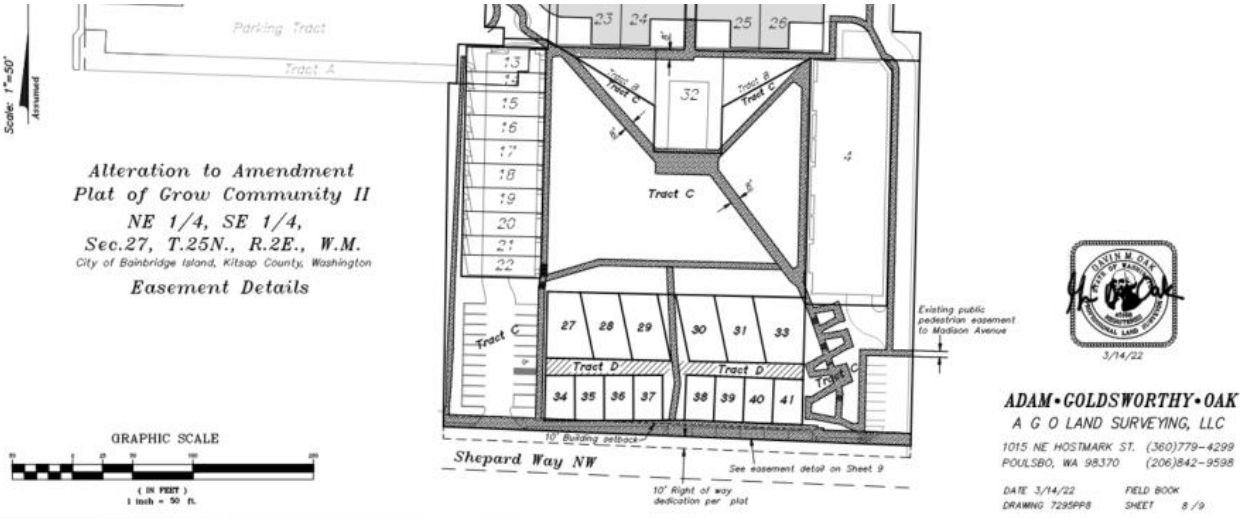
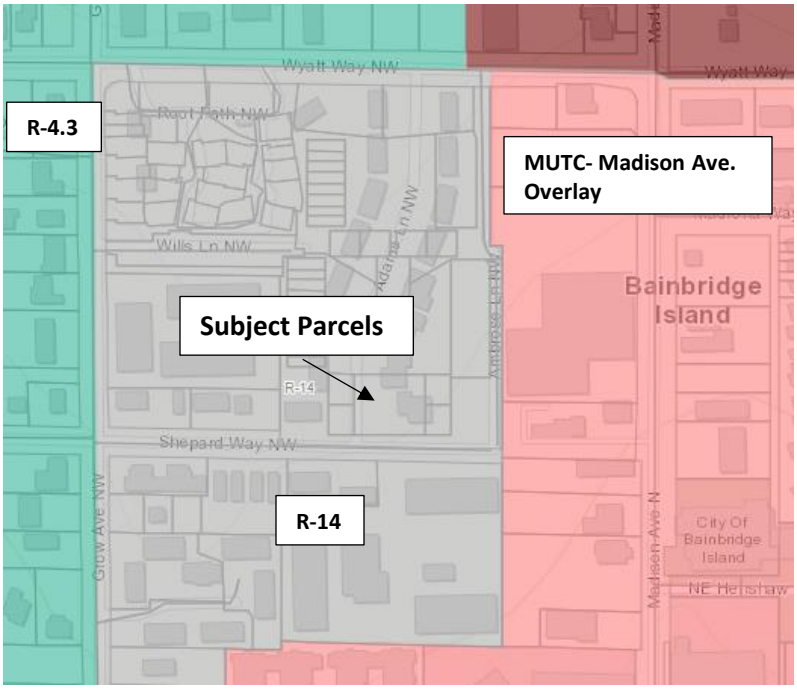


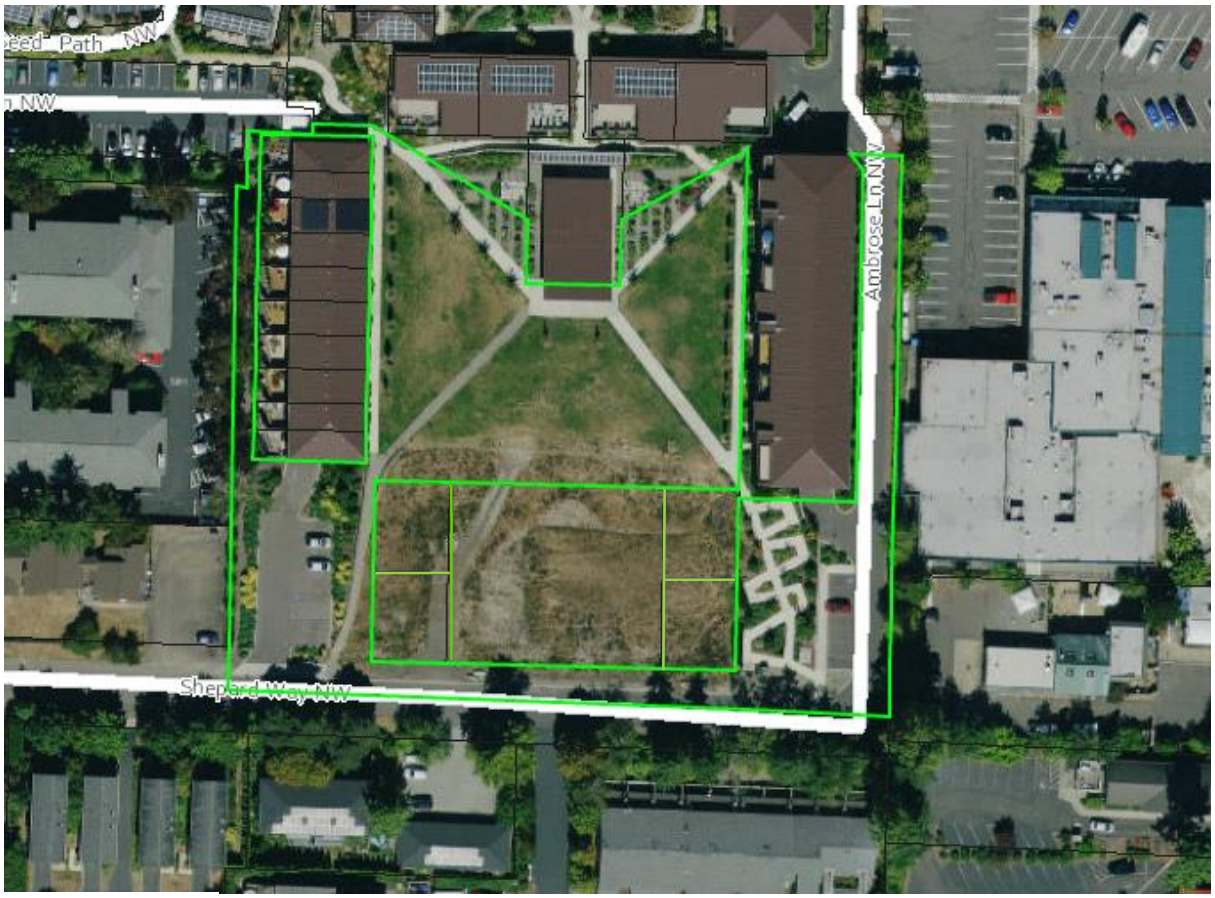
Figure 3 – Vicinity Map, Surrounding Zoning, and Project Site



Vicinity Map



Surrounding Zoning



Project Site

Part III: General Information and Site Characteristics

Basic Information	
Zoning District	R-14 and within the Winslow Master Plan Area
Total Lot Area	235,916 square feet (Grow Community II)
Soils and Terrain	Soils consist primarily of Kapowsin gravelly sandy loam and slopes between 0% to 6%
Critical Areas	There are no critical areas on the subject parcel.
Existing Development	The subject parcels are the remaining undeveloped lots in Grow Community II. Tract C is developed with parking and trails.
Access	The subject parcels will be accessed from Shephard Way NW and Wyatt Way NW.
Public Services and Utilities	
Police	City of Bainbridge Island Police Department
Fire	Bainbridge Island Fire District
Schools	Bainbridge Island School District
Water	City of Bainbridge Island

Sewer	City of Bainbridge Island
Storm Drainage	Amended soil and raingardens

Part IV: Comprehensive Plan Goals and Policies

The Comprehensive Plan designation for the site is Urban Multi-Family R-14. The guiding principles, goals and policies of the Comprehensive Plan, along with implementing regulations in the Municipal Code, are used to evaluate the proposal and weigh the project benefits and impacts. The following goals and policies apply to the development proposal:

Elements	Goals and Policies
Land Use Element	**Designated Centers – Goal LU-5:** Focus Urban Development in Designated Centers
	Designated Centers – Policy LU-5.3: Encourage residential uses in a variety of forms and densities as part of the use mix in Winslow and neighborhood centers.
	Designated Centers – Goal LU-6: Ensure a development pattern that is true to the Vision for Bainbridge Island by reducing the conversion of undeveloped land into sprawling development. Encourage improvement of aging or underutilized developments over development of previously undeveloped property.
	Designated Centers – Policy LU-6.2: Promote dense residential and commercial development and encourage human activity within Winslow, the heart of Bainbridge Island. In order to create a vibrant city center direct growth where infrastructure exists, reduce reliance on the automobile, provide opportunities for affordable housing and absorb growth that would otherwise be scattered in outlying areas. Plan for adequate parking in Winslow to accommodate residents and visitors who drive downtown for shopping, participation in local government, attendance at cultural events and centers, and to use other resources in Winslow.
Economic Element	**Sustainability – Policy EC-3.1:** Encourage the use of green building materials and techniques in all types of construction, as well as design approaches that are responsive to changing conditions.
	Development in *Designated Centers* – Policy EC-6.1: Enhance the existing designated centers to help the Island economy prosper and provide a high quality of life, creating ancillary benefits such as decreasing pollution (including greenhouse gas emissions), protecting open space, and creating local family wage jobs.
	Development in *Designated Centers* – Policy EC-6.2: Utilize urban design strategies and approaches to ensure that changes to the built environment are at a locally appropriate scale and enhance the Island's unique attributes, in recognition of the economic value of "sense of place."
Environmental Element	**Greenhouse Gases – Policy EN 12.7:** Promote the installation of residential solar panels and the adoption of other energy saving technologies such as LED lights, heat pumps and insulation.
Water Resources Element	**Stormwater Protection and Management – Policy WR 4.6:** Ensure development of and adherence to erosion and sediment control plans on all construction and development sites of any size
Housing Element	**Policy HO-3.1:** Encourage innovative zoning regulations that increase the variety of housing types and choices suitable to a range of household sizes and incomes in a

	way that is compatible with the character of existing neighborhoods. Examples of innovative approaches are cottage housing development, conservation villages, stacked or common-wall housing, tiny houses and accessory dwelling units.
	Policy HO-3.7: Expand opportunities for infill in the residential neighborhoods of the Winslow Master Plan study area and the Neighborhood Centers. Allow the creation of small lots (e.g., in the 3,000 square foot range) as well as smaller footprint homes (e.g., under 1,200 square feet).
	Policy HO-6.7: Support the development of livable neighborhoods.
Transportation Element	**Non-Motorized System – Policy TR 2.4:** Provide a network of sidewalk facilities adjacent to roadways in designated centers with the Winslow area given priority. Sidewalks shall be of sufficient width to accommodate expected pedestrian use, including safe crossings with adequate overhead or embedded lighting. Where possible, separate sidewalks from the roadway with a street tree planting strip and buffer. Designs should accommodate users of all abilities, meeting ADA requirements.
	Operation and Mobility – Policy TR 6.4: Enforce the City's concurrency ordinance and monitor the expected transportation impact of proposed development on the available capacity of the roadway system. Early in the development review process, ensure that there are adequate transportation facilities or that improvements are planned, scheduled and funded for completion within six (6) years.

Winslow Master Plan Goals and Policies

Elements	Goals and Policies
Land Use	**Overall Land Use Goal WMP 2-1:** Strengthen Winslow—the Island's commercial, cultural and commuter hub—as a sustainable, affordable, diverse, livable and economically vital community, by: • Encouraging downtown living; • Providing an enhanced pedestrian experience, with linked access to retail shopping, the ferry, major public facilities, open space and residential areas, and promoting and retaining visual access to Eagle Harbor; • Promoting the efficient use of land; • Encouraging the retention and expansion of retail that serves the needs of community members and visitors; • Providing opportunities for business expansion and private reinvestment; • Promoting development that is sustainable and supports community values; and 22 Winslow Master Plan - May 21, 1998 Updated November 8, 2006 • Developing strategies that result in the creation of less expensive housing and retail space, thereby increasing diversity while minimizing dependence on the automobile.
Housing	**Goal WMP 3-1:** Promote and facilitate the provision of diverse and affordable housing choices in a manner that encourages socio-economic diversity.
Transportation	**Policy WMP 6-2.4:** Provide for wide sidewalks and other pedestrian amenities that support and encourage pedestrian use of Winslow.
	Policy WMP 6-2.5: Improve pedestrian connections by protecting and formalizing use paths.

Part V: Application History, Public Notice, Public Comments, and Agency Comments

1. Application History, Public Notice, and Public Comments

Date & Action	Summary
June 3, 2021 Application Submittal	Final Subdivision Alteration (FSUBA) and Site Plan Review Adjustment (SPRA)
November 12, 2021 Combined Notice of Application for Alteration of Subdivision/SEPA Addendum	21-day comment period
December 3, 2021 End of First Comment Period	Sixteen public comments were received during the comment period and one comment received after 4pm on December 3, 2021. A public hearing was requested as provided in the procedures at RCW 58.17.215.
December 10, 2021 Combined Revised Notice of Application for Alteration of Subdivision/SEPA Addendum *Applications re-noticed to allow for an additional comment period and provide additional information regarding the SEPA review (SEPA addendum issued)*	New 21-day comment period; public comments previously received during first comment period carried forward.
December 31, 2021 End of Second Comment Period	One public comment and one comment from the Department of Ecology were received. Several follow-up public comments were received in January 2022 related to a public comment received during the first public comment period (Nov. 12-Dec. 2, 2021). An additional public comment was received on February 1, 2022.
February 11, 2022 Notice of Public Hearing *Public Hearing subsequently moved to March 22, 2022*	Notice of Public Hearing published in *The Bainbridge Review*, mailed to surrounding property owners, and posted in the project application and on the property.
March 11, 2022 Notice of Public Hearing	New Notice of Public Hearing published in *The Bainbridge Review*, mailed to surrounding property owners, and posted in the project application and on the property.

a. Summary of Public Comment and Staff Response

Summary of Public Comment
The majority of the public comments voiced concerns related to the "slow street" proposal raising a number of concerns. The concerns include how the "slow street" may impede emergency vehicle access, or access of other large vehicles to the surrounding development such as garbage, moving, and delivery trucks. Another common concern is the potential of the "slow street" to cause congestion and back-ups in front of the entrance to Winslow Park Condominiums on the south side of Shepard Way. Several commenters feel the "slow street" will make Shepard Way less safe for pedestrians and that the alternating traffic on the "slow street" is dangerous due to line-of-sight concerns and the proposed parallel parking spaces on the north side of Shepard Way abutting the proposed single lane of traffic. One public comment asked if a traffic study had been submitted. One commenter suggested speed bumps along Shepard Way as an alternative to the "slow street" proposal and supports the installation of sidewalks. Another commenter questioned who would maintain the proposed landscaping on the south side of the proposed single lane street and at what cost. Four of the public comments offered support for the "slow street" citing benefits such as traffic calming, safer pedestrian and other non-motorized access, and aesthetic improvements. **Note**: The applicant subsequently revised the application to remove the proposed "slow street." One of the comments in support of the project noted that this alteration proposes less impacts with less units than the previously approved development. Several commenters raised concerns about parking and if the proposal includes adequate parking for residents and guests and questioned ADA parking requirements and the width of the proposed parking stalls. One commenter noted that there is not adequate parking for the already developed community center in Grow Community II and asked what the City parking requirement is for the community center. Two commenters question why the previously proposed public pedestrian path leading from the southwest parking lot to the community center is being extinguished as part of this proposal. Commenters also asked if lighting along Shepard Way will be installed, inquired about the height of the proposed townhomes, and encouraged the installation of electric vehicle charging stations. One commenter raised concern regarding the CC&Rs. The commenter initially felt that consent of 67% of the members is required to modify the CC&Rs. An amendment to the CC&Rs had been recorded stating that a vote had been taken and the commenter asserts that no vote was taken. The commenter submitted a memorandum in opposition of this application and asked that the application be suspended while the stated issues are resolved. The attorney for the applicant, Foster Garvey, submitted a letter in response to this comment dated December 29, 2021. The attorney states that the property owner has a right to amend this phase of the plat without any vote or consent of the

owners. Further, the applicant filed a corrected "Amended and Restated Amendment" to the CC&Rs removing the assertion that a vote was taken. In response to an additional concern raised by the commenter, the attorney letter also verified that a 10-foot right of way dedication was not rescinded. In response to the letter from the attorney, the commenter withdrew his opposition and requested that the "slow street" be severed from the project because the applicant does not own Shepard Way, and later clarified that the consideration to narrow Shepard Way would best be considered after the 14 proposed townhomes are constructed and occupied so that these future-property owners can participate in the decision.

A public comment received in February raised concern regarding conflicts and discrepancies in the revised BIMC Chapter 17.12 Subdivision Standards that went into effect in 2019. The commenter highlighted several standards within the current subdivision regulations that they believe this proposal does not meet.

Staff Response

The "slow street" was conceptually approved by the Bainbridge Island Fire Dept. to include certain design features such as 12 feet of drivable surface with a sidewalk and rolled curb. However, approval of the "slow street" is contingent upon the approval of a deviation from the City of Bainbridge Island Design & Construction Standards by the Public Works Director. Public Works notified the applicant as part of the project review that the request for a deviation is not approved. As noted above, the applicant withdrew the request and the "slow street" is no longer part of this proposal.

Revised Trip Generation Analysis for Grow Community Phase 3 dated January 25, 2021 from KPG was submitted by the applicant. The report concluded that the proposed changes will not significantly increase the trip generation and that traffic impacts will be similar to the impacts of the previously permitted development. A revised traffic impact analysis is not required because the proposal does not exceed the thresholds that would require a new analysis. The City Development Engineer accepted KPG's findings.

A detailed parking analysis was submitted by the applicant which found that the existing and proposed parking within Grow Community II meets the minimum required resident and guest parking spaces based on unit size, with reduction for proximity to the ferry terminal as permitted by the Bainbridge Island Municipal Code (BIMC). The width of the proposed standard parking stalls is 8.5 feet, and four smaller subcompact parking stalls are also proposed. Two subcompact spaces are proposed in the southwest parking lot, and two in the southeast parking lot to meet requirements of the HDDP Innovative Site Development scoring method. ADA parking stalls are not required unless buildings are being constructed with ADA accommodations. The BIMC does not include a parking requirement for the community center as it is meant for use by Grow residents and not the general public. Please reference Part VI: Land Use Code Analysis, Section 3(e)(iii) Residential Parking of this report for a detailed review of the parking requirement. The developer states that the public pedestrian path leading from the southwest parking lot to the community center is being extinguished because the area is being regraded to create a flat play space in the open space area. The regrading will create an embankment and there is alternate, although less direct, public pedestrian paths between the southwest parking lot and the community center.

There are no plans to install lighting along Shepard Way and there is no specific requirement in the BIMC to install street lighting. The City Development Engineer can require installation of lighting in the right-of-way as a frontage improvement. For this development, the City Development Engineer is not pursuing the installation of lighting along Shepard Way. In the R-14 zoning district, the BIMC allows a building height of 35 feet from average existing grade, and HDDP allows an additional 5 feet of building height for a total allowed height of 40 feet. Submitted building permits depict the height of the proposed townhomes to be 30'9" and 28'2" in height. This proposal will provide the pre-wiring needed to put an electric vehicle charging station at every parking stall assigned to a residence.

As stated in the "Review Process" section above, the current Grow Phase 2B alteration request is being reviewed under rules in effect at the time of the original approval of the plat of Grow Community II (2014), which is an approach consistent with the procedures utilized by the City for prior alterations to the Grow Community subdivision.

2. Agency Comments Received During Public Comment Period

Agency	Summary of Comment
Department of Ecology	The Department of Ecology notes that a leaking heating oil tank was previously discovered with concentrations of petroleum products in the soil on the project site. The contaminants were remediated and a "No Further Action" was issued in December 2016. If additional underground storage tanks are encountered during construction the tanks must be decommissioned in accordance with Fire Department regulations and if any soil or groundwater contamination is encountered during decommissioning, the contamination must be characterized and cleaned in accordance with Ecology regulations.

3. Agency Review Comments

Date & Agency	Summary of Comment
December 2, 2021 Bainbridge Island Fire District (BIFD)	The Fire Marshal recommends approval with conditions.
January 19, 2022 Kitsap Public Health District	The Health District has no comments on the application and indicated that sewer building clearance is required prior to individual lot build.

Part VI: Land Use Code Analysis

1. **BIMC Chapter 2.16 Land Use Review Procedures** *(Current Code)*

    a. BIMC 2.16.040 Site plans and design review

Code Summary: BIMC 2.16.040.H.1. Minor adjustments are those that include minor changes in dimensions or siting of structures or the location of public amenities, but do not include changes to the intensity or character of the use.

Staff Response: Staff determined that the proposal is less intense than the previously proposed multi-family use due to an overall reduction in dwelling units, and the character of the use remains residential. The minor site plan review adjustment removes the previously approved multi-family use and adjusts the building footprints within the subject lots.

b. BIMC 2.16.160 Final long subdivisions

Code Summary: BIMC 2.16.160.M. Proposals for alteration of a subdivision shall follow the provisions of RCW 58.17.215. In accordance with RCW 58.17.215, the City Council shall determine the public use and interest in the proposed alteration.

If approved, the Council shall order the applicant to produce a revised drawing of the proposed alteration of the final plat, which after signature of the Council, shall be filed with the county auditor to become the lawful plat of the property.

Staff Response- Public Use and Interest considerations: As above described, the governing statutory provision related to proposed alterations to subdivisions is RCW 58.17.215. Pursuant to that provision, the City Council is to determine the "public use and interest" of the proposed alteration, but RCW 58.17.215 does not include a specific description of what constitutes the "public use and interest."

Based on input from the City Attorney, it may be useful for the City Council to consider various considerations that relate to making a determination regarding preliminary plat approval of a subdivision, as described in RCW 58.17.110. Although RCW 58.17.215 does not specify that all of the following considerations from RCW 58.17.110 must be met regarding a proposed alteration, the considerations provide additional specificity that City staff recommends that the Council consider. Those considerations from RCW 58.17.110 relate to whether appropriate provisions are made for: public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Additionally, when determining the public use and interest, among the factors for the City Council to consider, City staff notes the following as relates to the specific proposal at issue:

This proposal provides 14 new single-family residences in the R-14 zoning district, which is the City's most dense residential zoning district. The development is within close proximity to commercial uses in Winslow and alternative transportation options including public

transit. The proposal enhances the walkability of the area by providing a public sidewalk on the north side of Shepard Way NW and a new concrete crosswalk from the southeast corner of the subject property crossing Shephard Way NW and connecting to a trail leading to properties on Madison Ave N. The Grow Community includes public pedestrian access within and adjacent to the development.

The development is proposed in an area that is mostly grass and does not require widespread clearing of a previously undisturbed lot.

The proposal completes the final phase of the Grow Community II subdivision and is compatible with surrounding development and uses on the property. The development utilizes green building practices and techniques and will be built net zero energy ready and provide electric car chargers throughout the parking areas. The project will be Built Green 5 star certified.

The proposal is less intense than the previously approved development. The developer was previously approved to build 22 total units in the area including 4 single-family residences and an 18-unit multifamily building with parking under the units. The previously approved development utilized the 40-foot building height allowance within HDDP, while the proposed single-family residences will be within the maximum allowed building height in the R-14 zoning district.

The City Development Engineer reviewed the Revised Trip Generation Analysis for this proposal prepared by KPG dated January 25, 2021 and did not find any discrepancies. The thresholds for requiring a new traffic analysis were not exceeded and the subdivision alteration does not require additional traffic analysis.

The development will be served by City water and sewer.

2. **BIMC Chapter 2.16 Land Use Review Procedures** *(2014 Code) **

* BIMC citations in the remainder of this report refer to Bainbridge Island Municipal Code (BIMC) in effect in 2014. Current BIMC code sections may not correspond. The reference for compliance with BIMC regulations in place in 2014 is the Project Report for Grow Community Phase II from Heather Beckmann, Associate Planner to Stafford Smith, Hearing Examiner dated June 13, 2014.

a. BIMC 2.16.020.Q Housing Design Demonstration Projects

i. Purpose

Code Summary: On August 12, 2009, the City Council passed Ordinance 2009-06 establishing the Housing Design Demonstration Project (HDDP) Program. The HDDP

program allows for the development of a limited number of projects for the purpose of increasing the variety of housing choices available to residence of all economic segments and encouraging sustainable development through the use of development standard incentives.

Staff Response: The proposed project meets the purpose of the HDDP program by providing a variety of housing choices to all economic segments and providing innovative building design and green building practices by implementing Built Green standards into the development.

ii. Evaluation Method

Code Summary: Grow Community II was originally approved as a Tier II Green project. Green projects can be constructed as LEED platinum or gold, or as Built Green. This project proposed Built Green. Built Green is an environmentally friendly, nonprofit residential building program of the Master Builders Association of King and Snohomish Counties.

The HDDP program utilized a tiered quantitative evaluation method to link sustainable building goals. The program goals are scored in two areas: Housing Diversity and Innovative Site Development. The project must also demonstrate that it provides Innovative Building Design Practices.

Staff Response: The following evaluation represents scoring for the entire Grow Community II project, to include the changes proposed as part of this application. The project is reviewed against the HDDP standards in place in 2014, at the time of the original application**.** With this proposed alteration, Grow Community II will include a total of 91 dwelling units.

3. **BIMC Chapter 18.38 Housing Design Demonstration Projects (HDDP)**

<u>Housing Diversity Category – requires a minimum of 4 points</u>

a. **Unit Type: 1 point earned**

The project includes a variety of unit types including two-story townhomes, three-story multi-family, and single-level zero lot line homes. To score points the different unit types shall be at least 10% of the total number of units. Two different unit types totaling more than 10% of the number of units earns one HDDP point.

Unit Type	Number of Units	% Of Total
2-story townhomes	32	35%
3-story multi-family	55	60%
Single-level zero lot lines homes	4	4%

b. **Unit Size: 3 points earned**

The project proposes a range of unit sizes. In accordance with HDDP Tier 2 Green standards, home sizes cannot be greater than 1600 sq. ft. To score a point in a unit size range the project shall provide at least 10% of the total number of units in that range.

Unit Size Range (sq. ft.)	Number of Units	% Of Total	HDDP Points
801-1000	8	9%	0
1001-1250	19	21%	1
1251-1500	45	49%	1
1501-1600	19	21%	1

c. **Affordable Housing: 0 points earned**

This project does not propose affordable housing.

Total Housing Diversity points for Grow Community II: 4 points

The project meets the minimum required Housing Diversity points for Tier 2 Green projects.

<u>Innovative Site Development- requires a minimum of 21 points</u>

i. **Low Impact Development: 0 points**

ii. **Landscaping: 3 points**
The project provides at least 60% native plants (1 point); reduces potable water

use for landscaping irrigation by 50% by using drought tolerant or low water consumption plants (1 point); and private yard areas are less than 20% turf (1 point).

iii. **Common Open Space: 12 points**

The project includes greater than 25% private open space (10 points); and incorporates neighborhood gardens (2 points). The required growing space for neighborhood gardens is 60 sq. ft. per dwelling unit. The total required neighborhood gardens growing space for 91 units is 5,460 sq. ft. The estimated total garden area in Grow Community II is 10,740 sq. ft.

iv. **Transportation: 6 points**

The project creates and integrates internal and external non-motorized connections (2 points); provides walkways, separated paths, or bike lanes within or adjacent to the right-of-way (1 point); proposes an on-site car sharing program (1 point); provides electric vehicle charging stations for 3% of vehicle parking capacity (1 point); and proposes spaces for subcompact cars for 3% of total vehicle parking capacity as part of Grow Phase 2B alteration (1 point).

v. **Biodiversity Offsets: 0 points**

Total Innovative Site Development points for Grow Community II: 21 points

Innovative Building Design

Under the HDDP ordinance, projects pursuing Built Green 5 must achieve 20-30% water use reduction and shall seek to achieve within the checklist a minimum threshold for 25-30% improved energy performance.

This phase of the project will continue to meet the Built Green 5 standard. Built Green 5 has become more stringent since Grow Community II was originally approved in 2014, as has the Washington State Energy Code. The plat of Grow Community II is currently conditioned to achieve 25-35% improved energy performance. However, the current Built Green 5 checklist requires an 18% improvement over the 2018 Washington State Energy Code. Condition 17b. on the face of the plat is proposed to be revised to specify that the proposed dwelling units shall achieve a 25%-35% improved energy performance above the Washington State Energy Code in place in 2014.

d. Housing Design Demonstration Project Approval Criteria

In addition to the decision criteria required by the underlying planning permit, an application for an innovative housing demonstration project may be approved if the following criteria are met:

i. *The applicant clearly demonstrates evaluation factors listed in BIMC 2.16.020.Q.4 as evaluated by the Design Review Board and the Department of Planning & Community Development.*

Staff Response: The project was reviewed by the Design Review Board and the Department of Planning & Community Development as part of the original HDDP approval in 2014. More recently, prior to submitting this application, the applicant participated in a Conceptual Review Meeting with the Design Review Board on March 15, 2021. The Department of Planning and Community Development has verified that the proposed project continues to demonstrate the noted HDDP evaluation factors in BIMC 2.16.020.Q.4.

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

Staff Response: The project is seeking to utilize the density bonus and relief from the following development standards as permitted through HDDP: Minimum lot dimensions and size, setbacks, roadside buffers, and to modify the parking requirements. The relief granted will allow the project to increase the housing supply and choice of housing styles available in the community while promoting high quality design and open space in the form of garden patches, walking paths, park nodes, and tree retention. Staff finds that the applicant has demonstrated that relief from the development standards is necessary to achieve the proposed development.

iii. *The project is harmonious in design and appearance with the intended character and quality of development in the immediate vicinity of the subject property, and with the physical characteristics of the subject property.*

Staff Response: The proposal is compatible with existing development on the project site that is already developed with previous phases of the Grow Community. The Grow Community includes a variety of housing types. Surrounding residential uses include single family homes, attached condominiums, and apartments bordering the Grow Community to the north, south, and west. Commercial developments in the area include a daycare, movie theatre, and restaurants to the east.

The proposed project was designed as part of an integrated community, with an internal focus that is also sensitive to the surrounding developments. The project includes open space, landscaping, and public pedestrian easement and trails.

iv. *The project does not adversely impact existing public service levels for surrounding properties.*

Staff Response: As conditioned, the development does not adversely impact the

transportation, fire protection, water, sewage, and storm drainage facilities for the surrounding properties. As conditioned, the project has been approved by the Development Engineer and the Bainbridge Island Fire District. Where necessary, the project is conditioned to provide appropriate improvements, including both internal and external non-motorized pathways to promote the walkability of the site.

v. *The project complies with all other portions of the BIMC, except as modified through this Housing Design Demonstration Project process.*

Staff Response: The proposal continues to comply with all applicable provisions of the BIMC in effect in 2014, except as modified to further the goals of the Housing Design Demonstration Project program.

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

Staff Response: This proposal will complete the final phase of development for the Grow Community II development. The project contains adequate infrastructure, open space, recreational facilities, and landscaping. The project will meet all conditions of approval.

vii. *The applicant is meeting required housing diversity standards.*

Staff Response: The proposed homes do not exceed 1,600 square feet of floor area and the project is conditioned to meet the housing diversity standards.

e. BIMC 18.38.080 Development Standard Incentives

Code Summary: The applicant may request that development standards from Titles 17 and 18 be modified as part of a housing design demonstration project. The City will review the request to modify development standards through the project review process outlined in BIMC 2.16.020.Q.3 and considered in relation to all required decision criteria. The following development standards may be modified:

i. Minimum lot dimensions and size
Code Summary: Reductions in lot size or dimensions are subject to approval by the Kitsap County Health District.

Staff Response: In the R-14 zoning district, the standard lot size is 3,100 square feet, or 2,074 square feet with a density bonus. Lot sizes in this proposal range from 912 square feet to 2,050 square feet with widths between 24 and 31 feet and depths between 37 and 55 feet. The project is served by City water and sewer, and review of

the alteration was completed by the Kitsap Public Health District (KPHD) with the comment that sewer building clearance is required prior to individual lot build out. The reduced lot sizes enable large areas of open space to be provided in the form of community gardens and play areas.

ii. Open space

Code Summary: For demonstrations projects developed under BIMC Table 17 flexible lot subdivision, open space requirements in BIMC 17.12.030.A do not apply, and open space incorporated into the project shall be evaluated pursuant to the evaluation criteria in BIMC 2.16.020.Q.4.

Staff Response: The common open space innovative site development evaluation method requirement is contained in BIMC 2.16.020.Q.4. The project provides over 25% of open space and incorporates neighborhood gardens.

Open space is being decreased as part of this proposal but remains much more than the 25% that allows projects to achieve maximum points for open space. This project proposes 101,331 square feet of open space, or 44%. This is a slight decrease from the 103,382 square feet, or 45%, that is currently in place as part of the Amendment to Plat of Grow Community II recorded in 2017. The proposed change is to decrease open space in Tract C to provide additional parking in the southwest parking area, and to add a new Tract D to provide pedestrian access between the 14 proposed single-family lots. Concurrently, the recorded Open Space Management Plan will be amended to define the use of the open space in Tract D as all current uses defined in the original Open Space Management Plan, and to remove the use of open space on Lot 31. An amended Open Space Management Plan reflecting proposed modifications is required to be submitted to the Planning Department for review and signature by the Director prior to recording.

iii. Residential Parking

Code Summary: The parking requirements outlined in BIMC 18.15.020 may be modified to require one parking space for homes under 800 square feet and 1.5 parking spaces for homes between 800-1,500 square feet. This reduction may not be combined with any other reductions to result in less than one space per unit, and additional guest parking may be required. A limited number of parking spaces may be designed to accommodate alternative fuel or subcompact vehicles, with parking stall dimensional standards reduced from the standards outlined in BIMC 18.15.020.J. The applicants are encouraged to work with neighboring property owners to ensure street parking is not overburdened.

Staff Response: The applicant submitted a detailed parking analysis outlining the number of parking spaces provided in Phase 2A and Phase 2B, including an analysis of parking required based on unit size. This proposal will provide 16 new parking spaces. Ten of the parking spaces will be added to the existing parking lot in the southwest corner of the plat, and six new parking spaces will be added adjacent to Shepard Way within the public pedestrian easement.

Two parking spaces are required for units over 1,500 sq. ft. Residential parking may be reduced by 25% for dwelling units located within one-half mile to one mile radius of the ferry terminal. The guest parking requirement, as confirmed in the July 7, 2014 Grow Community Phase II Hearing Examiner decision, is 0.25 per dwelling unit.

The table below represents an analysis of the parking requirement based on unit size for the entire Grow Community II, including this proposed alteration. Calculations for allowed reduction due to proximity to the ferry terminal, and the required guest parking for 91 dwelling units is provided below the table.

Unit Size	No. of Units	Required Parking/Unit	Total Spaces Required
Less than 800 sq. ft.	0	1	0
800-1,500 sq. ft.	72	1.5	108
Over 1,500 sq. ft.	19	2	38
	91 total units		146 total spaces

25% reduction for proximity to ferry terminal results in 109.5 total spaces required. 0.25 guest parking requirement for 91 units is 22.75 total spaces.

Parking requirement for Grow Community II is 132.25 spaces.

Grow Community II requires 132 parking spaces with allowed development standard incentives and reductions and provides 134 parking spaces.

The 2014 staff report notes that the project did not require any parking spaces specifically for the community center, but that the applicant was providing 10 spaces. The community center is not open to the public and is predominantly used by the

residents of the Grow Community. This proposal does not dedicate any parking specifically to the community center and the parking on site is fully being used to meet residential and guest parking needs. Guests using the community center may park in the dedicated guest parking on site.

The parking spaces proposed along Shepard Way NW within the public pedestrian easement were proposed by the applicant to be private parking spaces assigned to individual single-family homes. However, after consultation with the Public Works Department, the project is conditioned that the parking spaces along Shepard Way NW must be available for use by members of the public because they are within the public pedestrian easement. These spaces may be counted as guest spaces for the development because guests are included as members of the public. BIMC 18.15.020.B.10 allows on-street parking created adjacent to a project to be included in the parking space calculation upon approval of the Director. As conditioned, the parking along Shepard Way NW will be signed consistent with the signage existing for the parking along Wyatt Way NW.

iv. Setbacks

Code Summary: Setbacks may be reduced as described below. Additional vegetative landscaping screen may be required by the Director when reducing setbacks.

Subdivision Setback Reductions

(a) All interior subdivision setbacks: zero feet
(b) Building to exterior subdivision boundary: 5 feet
(c) Building to right-of-way or on-site private access: 10 feet

Staff Response: These setback requirements are listed as requirements on the face of the recorded 2014 plat and will be maintained as part of this proposal.

v. Roadside Buffers

Code Summary: A reduction in required roadside buffers will consider existing vegetation and the buffering provided by surrounding properties.

Staff Response: The 2014 staff report states that roadside buffers in this zoning district is 20 feet along any right-of-way. As part of previous approvals reducing roadside buffers as part of HDDP development incentives, a condition on the face of the recorded 2014 plat required a ten-foot-wide landscape buffer along Shepard Way meeting the full screen requirements of BIMC 18.15.010. A note in a 2017 site plan review adjustment staff report (City file no. PLN13551FSPRA2, p. 13) clarified that five feet of this buffer will be occupied by sidewalk.

This proposal requests to eliminate most of the ten-foot-wide landscape buffer along Shepard Way NW. The applicant proposes to maintain the required 10-foot-wide landscape buffer fronting the southwest parking lot. Currently very little vegetation exists on the subject property fronting Shepard Way NW and the area is mostly lawn. Multi-family development exists across Shepard Way NW and the south side of Shephard Way NW is vegetated with existing trees and shrubs. The applicant submitted a conceptual landscape plan which includes streetscape landscaping along Shepard Way NW adjacent to the proposed sidewalk to include medium-sized shade trees and low evergreen shrubs, grasses, and perennials. The previously approved 18-unit multi-family building was a higher building with tall concrete walls surrounding the ground floor parking. The proposed single-family homes are designed to interact with the sidewalk in a pedestrian friendly design along Shepard Way NW.

vi. Building Height

Code Summary: Existing bonus height may be achieved as outlined below. Residential buildings in residential zones outside the Mixed-Use Town Center and High School Road districts may achieve the extra 5 feet in height provision of the applicable zoning district through the housing design demonstration project approval process for the underlying land use permit instead of a conditional use permit process.

Staff Response: The maximum building height in the R-14 zoning district is 35 feet. The previously approved 18-unit multi-family building utilized the building height development incentive to achieve a height of up to 40 feet. This proposal does not propose to utilize the building height development inventive. The proposed single-family homes will be between 28'2" and 30'9" in height.

f. BIMC 18.38.090 Density Bonus Incentives

Code Summary: As provided in HDDP, the project may receive a density bonus of up to 1.5 times the base density.

Staff Response: The density in the R-14 zoning district is one dwelling unit per 3,100 square feet. According to the 2014 staff report, without any density bonus the plat of Grow Community II can be developed into 74 dwelling units. The 1.5 times density bonus allows a maximum of 111 dwelling units. With the proposed alteration, the plat of Grow Community II proposes 91 dwelling units which is less than the maximum allowed density bonus.

g. BIMC 18.38.100 Demonstration Project Site Visit

Code Summary: All demonstration projects completed under this chapter shall allow City staff to conduct occasional site tours. Staff will access the property for tours no more than once every three months.

Staff Response: This is a condition on the face of the 2014 recorded plat and will be maintained.

4. **BIMC Title 18 Zoning**

   a. BIMC 18.09 Use Regulations

Proposed Use
"Single-Family Dwelling" is a permitted use in the R-14 zoning district.

   b. BIMC 18.12.020-2 Standard Lot Dimensional Standards for Residential Zone Districts

      i. Maximum Lot Coverage

      Code Summary: The maximum lot coverage is 40% in the R-14 zoning district.

      Staff Response: There is no proposed change to the percentage of lot coverage. The approved lot coverage for the plat of Grow Community II is 37%, and the proposed lot coverage is 37%. This plat alteration proposes to reassign lot coverage from the previously approved lots to the newly created lots in the southern portion of the plat.

   c. BIMC 18.15 Development Standards and Guidelines

      i. Landscaping, Screening, Tree Retention, Protection and Replacement

Landscaping Requirement	**Staff Analysis**
Perimeter Landscape Buffer: No change.	Perimeter landscape buffers are not being disturbed or changed as part of this proposal.
Roadside Buffer: 20 feet	The roadside buffer along Shepard Way NW is proposed to be reduced as outlined in the section above through HDDP development standard incentives.
Parking Lot Landscaping: Subject to BIMC 18.15.010.F.2.C Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way	Continued compliance with parking lot landscaping in the altered southwest parking lot for the addition of 10 spaces will be reviewed as part of building permit process.
Tree Units: 40 tree units/acre or 211 total tree units required	Per BIMC requirements, the plat is conditioned to provide 40 tree units per acre for a total of 211 tree units. Application materials indicate that tree unit requirements were met and exceeded as part of previous phases of Grow Community II development. However, six of the trees have died and been removed, and 8 more trees are proposed to

	be removed as part of this development to accommodate the expansion of the southwest parking lot. At the time of building permit review for this proposal, staff will verify that the plat provides a minimum of 211 tree units as required.

ii. BIMC 18.15.020 – Parking and Loading

a. Location of Spaces

Code Summary: Parking is encouraged to be located behind or to the side of buildings. Parking spaces serving single family residences are permitted within setbacks.

Staff Response: The six proposed parking spaces along Shepard Way NW are located in front of the proposed single-family residences within the front setback and public pedestrian easement. These parking spaces are counted as guest spaces that are open to the public but will serve guests of the single-family residences, as well as other members of the public. HDDP innovative site development transportation standards require that projects minimize the visual dominance of automobiles throughout the project. The applicant has stated that breaking up parking areas throughout the development minimizes the visual dominance of automobiles by creating smaller parking areas, such as providing parking in consolidated parking lots, as well as along Shepard Way NW.

iii. BIMC 18.15.030 – Mobility and Access

a. Circulation and Walkways

Code Summary: The BIMC addresses safety, efficiency, and the buffering of parking lots through landscaping. It also provides standards for pedestrian and internal walkways.

Staff Response: This proposal will provide pedestrian walkways both internally and externally. A sidewalk with street trees will be installed within the public pedestrian easement along the southern portion of the property abutting Shepard Way NW. The current public pedestrian easement is proposed to be expanded to the north within the subject property to accommodate the full extent of the proposed sidewalk. The project also proposes a concrete crosswalk from the southeast corner of the subject property connecting to a trail to properties to the east. A new public pedestrian easement is proposed between the single-family residences through proposed Tract D. Public pedestrian easements within Tract C are proposed to be reconfigured and an existing public pedestrian easement that runs from the northeast corner of the southwest parking lot to the community center is proposed to be extinguished.

b. Bicycle Facilities

Code Summary: The recorded plat of Grow Community II is currently conditioned to provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8-acre site.

Staff Response: The development provides a total of 85 covered bicycle spaces and

meets this requirement. No changes to the bicycle spaces are proposed.

Part VIII: Exhibits

1. Plat of Grow Community II recorded in 2014 under AFN 201412100175
2. Amendment Plat of Grow Community II recorded in 2017 under AFN 201702270020
3. PLN13551I FSUBA SPRA Proposed Alteration to Amendment Plat of Grow Community II
4. PLN13551I FSUBA SPRA Site Plan
5. PLN13551I FSUBA SPRA Renderings, Floor Plans, Site Plans, Site Photos
6. PLN13551 FSUBA SPRA Public and Agency Comment received during public comment periods
7. Foster Garvey ltr in response to Mohrman opposition memo dated December 29, 2021
8. PLN13551I FSUBA SPRA Public Comment received after public comment period
9. PLN13551I FSUBA SPRA Revised Trip Generation Analysis for Grow Community Phase 3 from KPG dated January 25, 2021
10. PLN13551I FSUBA SPRA Development Engineering Recommendation memo dated March 16, 2022
11. PLN13551I FSUBA SPRA Grow Community Parking Analysis from applicant dated January 18, 2022

Part IX: Recommended Conditions of Approval

This report includes the standards of review, relevant Municipal Code and Comprehensive Plan provisions, and provisions of other permitting agencies. The staff report includes findings based on evidence in the record. The project file contains the official record and basis for findings, including technical information and documentation.

Appropriate notice of application was provided.

Project Conditions

The conditions below are offered for consideration by the City Council.

The following conditions are currently listed on the Plat of Grow Community II recorded in 2014 under Auditor's File Number (AFN) 201412100175. Conditions with a strikethrough are proposed to be removed from the face of the plat alteration for this proposal, the Alteration to Amendment Plat of Grow Community II, because the condition is no longer applicable. Conditions that are underlined are proposed to be revised, as follows:

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.

3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.

4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.

5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.

6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development.

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.

8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.

9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.

10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development. Tree unit requirements will be verified by City staff

at the time of building permit review prior to the issuance of building permits for the Phase 2B alteration.

11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.

12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.

13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.

~~14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.~~

15. To address the requests of the Health District, the applicant shall submit building clearance for sewered properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.

16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
    a) The dwelling units shall be at or below 1600 square feet of floor area;
    b) 20 - 30% water use reduction;

c) 25 - 35% improved energy performance above the Washington State Energy Code in place in 2014;
d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
g) Bicycle spaces provided at one for every five parking spaces;
h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.

19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.

20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.

21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.

22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.

23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition ~~#29~~ #25 below).

24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.

25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way NW shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to

achieve handicap accessibility.

26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.

27. The ten foot wide landscape buffer~~s~~ to Wyatt Way and the frontage of the southwest parking lot along Shepard Way NW shall meet the full screen requirements of the BIMC 18.15.010.

28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements.

The following conditions are offered for consideration by the City Council to be added to the face of the proposed alteration, Alteration to Amendment Plat of Grow Community II, in addition to the existing and revised conditions listed above:

29. At the time of building permit submittal for the Phase 2B alteration, the applicant shall demonstrate compliance with required parking lot landscaping in the southwest parking lot in accordance with BIMC 18.15.010.F.2.C Requirements for Parking Lots Located to the Side of Buildings and Adjacent to Public Rights-of-Way.

30. Utility main extensions and appurtenances shall be installed within the right-of-way or within an easement dedicated to the City. Required easements for the proposed sanitary sewer main extension shall be recorded prior to issuance of any certificate of occupancy.

31. Modifications or additions to City utility infrastructure shall be in accordance with City Design and Construction Standards and Specifications, unless otherwise approved by the city engineer.

32. Compliance with Minimum Requirement #5: On-site Stormwater Management shall be demonstrated on the construction plans.

33. Parallel parking stalls shown along the north side of the Shepard Way right-of-way shall be open to the public and shall require signage that reads: 4 hr. parking 6 am to 6 pm.

34. Signage and striping for shared bicycle and motorized vehicle use of the Shepard Way traveled way shall be installed along the project frontage to satisfy the bicycle path portion of condition #35 (Hearing Examiner, 7 July 2014).

The following conditions apply to this proposal but do not need to be listed on the face of the plat:

1. Design and construction of civil improvements shall be in substantial conformance to the Plat Utility Plans submitted by Browne Wheeler Engineers, Inc., last revised October 14, 2021, plan sheets C1.1 – C3.6, as modified by these conditions or as amended and approved to the

satisfaction of the Development Engineer. The proposal to reduce the eastern portion of Shepard Way to a 12.3' wide two-way traffic lane, shown in Detail C on sheet C2.4, is not approved with this subdivision alteration.

2. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to the City for review and approval to construct all necessary infrastructure serving the divided lots.

3. Any use of rights-of-way for construction and/or civil improvements, as a result of this subdivision alteration, shall require a right of way use permit. Right of way use permits are reviewed independently and are subject to separate conditions and bonding requirements.

4. An amended Open Space Management Plan reflecting proposed modifications is required to be submitted to the Planning Department for review and signature by the Director prior to recording.

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4

Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Dedication

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned owner in fee simple of the land hereby platted, dedicate to the use of the public forever the right of way for Wyatt Way NW and Shepard Way NW as shown on the plat, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes. The right of way dedicated may include right of way that was previously granted or dedicated. We reserve the right to make all slopes for cuts and fills upon the lots shown on the plat in the reasonable original grading of said right of way and the easements described below and we also reserve the right to allow surface drainage from said right of way and easements to flow over and across all lots where water might take a natural course after site development is completed.

Dimensions and uses of all lots, tracts or parcels of land embraced in this plat are subject to and shall be in conformance with City of Bainbridge Island Zoning Ordinance. The owners hereof, their successors and assigns, hereby waive all claims for damage against any governmental authority arising from the construction and/or maintenance of public facilities and public property within this development.

In witness whereof we have hereunto set our hands and seals.

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated.
Public pedestrian easements refer to easements for pedestrian access.
As shown on Sheet 9: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Bainbridge Community Development LLC
Bill Carruthers, Manager

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Bill Carruthers is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-4-2014

Kendalynn K Dowen
Notary Public in and for the State of Washington
My appointment expires 10-8-2017

KENDALYNN K. DOWEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-08-17

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of September, 2014 through December, 2014, that the distances, courses and angles are shown correctly, and that monuments have been set and lot corners staked on the ground as depicted on the plat, except for those that have been approved to be set at a later date.

Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Owners Association

The Owners Association for this plat is a Washington non-profit corporation known as the Grow Community II Master Association.

Covenants

All property encompassed by this plat and all owners of any property therein are subject to the "Declaration of Restrictive Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II" as recorded under Auditor's File No. 201412100176 records of Kitsap County, Washington.

Approvals

Engineer

Approved by the City Engineer this 10th day of December, 2014.

Janelle C. Hitch

Janelle Hitch, P.E.

Health District

Examined and approved by the Bremerton-Kitsap County Health District this 8th day of December, 2014.

Scott Lindquist, MD, MPH

Scott W. Lindquist, MD, MPH
Director of Health, Bremerton-Kitsap County Health District

Planning and Community Development

Approved by the Director of Planning and Community Development this 10th day of December, 2014.

Katharine Cook

Katharine Cook, Planning Director
Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this 9th day of December, 2014.

Anne P. Blair

Anne Blair
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including 2015.

Meredith R. Green By Kathy Gaddis

Meredith Green
Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2014 recorded in Volume _____ of _____ Pages _____ records of Kitsap County, Washington.

201412100175
BAINBRIDGE ISLAND HOLDINGS
My Plat Rec 48 AM Fee: $ 138.00 Page 1 of 9 8: 33 P: 248
12/10/2014 11:
Walter Washington Kitsap Co Auditor

Walter E. Washington
Kitsap County Auditor

Attest: _____
Deputy

GAVIN M. OAK STATE OF WASHINGTON 45168 REGISTERED PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. 360-779-4299
POULSBO, WA 98370 206-842-9598

DATE 12/3/14 FIELD BOOK --
DRAWING 5459P1 SHEET 1 / 9

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Legal Description

Resultant Parcel C of the Grow Community II Boundary Line Adjustment recorded under Auditor's File No. 201412100170 and as depicted on the survey recorded under Auditor's File No. 201412100169, in Volume 80 of surveys, Page 78-79, records of Kitsap County, situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

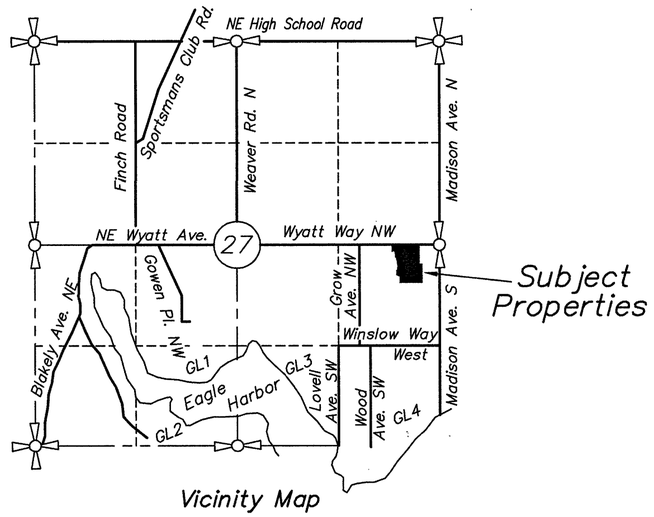
National Flood Insurance Program Designation

Zone X
Flood Insurance Rate Map 53035C0244D
Effective Date: December 18, 2007

Notes

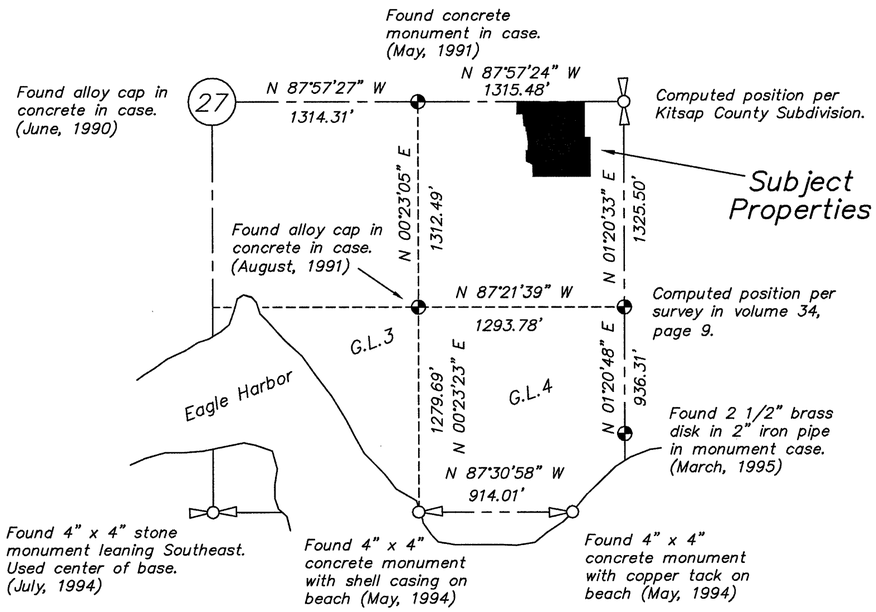
1) This survey was accomplished by field traverse with a three second total station.

2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.



Vicinity Map
Sec. 27, T.25N., R.2E., W.M.

Owner:	Bainbridge Community Development LLC 710 John Nelson Lane Bainbridge Island, WA. 98110 Jeff Sharp, Asani LLC 206-780-7468
Current use:	Residential
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account No.	272502-4-198-2008
Zoning:	R-14
Comprehensive Plan:	UMF
Compliance with the fire flow requirements of BIMC 20.04 will be by fire flow from the City water system.	
Storm drainage from new site construction will be reduced by low impact development practices, treated and detained through underground detention facilities and rain gardens, then discharged to the City system.	
Application File No. SUB13551B	



Section Subdivision
SE 1/4 Sec. 27, T.25N., R.2E., W.M.
No Scale

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
12/3/14

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. 360-779-4299
POULSBO, WA 98370 206-842-9598

DATE 12/3/14 FIELD BOOK --
DRAWING 5459P2 SHEET 2 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 139.00
12/10/2014 11:46 AM Page: 2of 9 B: 33 P: 249
Walter Washington, Kitsap Co Auditor

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Conditions

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.

3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.

4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.

5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.

6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.

8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.

9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.

10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.

11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.

12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.

13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.

14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.

15. To address the requests of the Health District, the applicant shall submit building clearance for sewered properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.

16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

PROJECT CONDITIONS (continued)

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
    a) The dwelling units shall be at or below 1600 square feet of floor area;
    b) 20 – 30% water use reduction;
    c) 25 – 35% improved energy performance;
    d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
    e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
    f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
    g) Bicycle spaces provided at one for every five parking spaces;
    h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
    i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.

19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.

20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.

21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.

22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.

23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #29 below).

24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.

25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.

26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.

27. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.

28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements

GAVIN M. OAK
STATE OF WASHINGTON
45166
REGISTERED
PROFESSIONAL LAND SURVEYOR
12/3/14

ADAM
&
GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. 360-779-4299
POULSBO, WA 98370 206-842-9598

DATE 12/3/14 FIELD BOOK --
DRAWING 5459P3 SHEET 3 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 138.00
12/10/2014 11:46 AM Page: 3of9 B: 33 P: 250
Walter Washington Kitsap Co Auditor

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Existing Conditions

Found concrete monument in case. (May, 1991)

Found concrete monument with metal pin. (June, 1990) North 0.1' from subdivision line. Used for the centerline of Grow Avenue NW.

Computed position per Kitsap County Subdivision. Refer to the survey in volume 40, page 193.

328.79'

S 87°57'24" E 699.67'

1315.48'

287.02'

Wyatt Way NW

S 87°57'24" E 271.97'

30'

20'

376.58'

Δ=91°25'03" R=25.00' L=39.89'

Existing public pedestrian easement

S 02°02'36" W 64.61'

N 85°11'47" E 28.20'

S 04°48'09" E 78.72'

N 83°04'04" E 2.61'

S 06°55'34" E 76.13'

S 05°05'26" W 18.20'

Approximate location of Communication Easement per Auditor's File No. 7811140186

Grow Avenue NW

25'

25'

1315.87'

308.90'

N 00°37'33" E

S 00°37'33" W

Tract A

AMENDED plat of Grow Community AFN 201411190015

Parking Tract

Tract A S 87°57'24" E 302.36'

L1 L2 L3 L4 L5 L7

Government Way (Private)

House

S 87°57'24" E 23.00'

S 01°20'33" W 288.62'

308.62'

352.77'

294.97'

S 00°51'57" W

The Olympian a Condominium Volume 1, Pages 12-22

Temporary Pedestrian Easement as recorded under Kitsap County Auditor's File No. 201210010243

Found 3/4" iron pipe (June, 1990)

Scale: 1" = 60'

Assumed

Short Plat AFN 7712190066 B

Temporary Public Access Easement as recorded under Kitsap County Auditor's File No. 201209260158

Existing public pedestrian easement to Madison Avenue Kitsap County Auditor's File No. 201209260159

Pavilion Building

Building

50'

25'

(South line NE 1/4, NE 1/4, SE 1/4) S 87°39'41" E 388.31'

Shepard Way NW

DATUM

City of Bainbridge Island Vertical Control Network

Note

1. The subject property is generally open and slopes gently from the North to the South with developed single family residences on either side of the paved roadway (Government Way). The properties surrounding are either developed single family residences, multi-family residences or to the East, commercial buildings.

2. All the existing buildings shown on Lot C are to be removed for new construction.

Lot Area		
Total Area	235,916 sf	5.42 acres

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'
L6	N 02°02'36" E	65.00'
L7	S 84°54'34" E	9.45'

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)

1 inch = 60 ft.

GAVIN M. OAK STATE OF WASHINGTON 45166 REGISTERED PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM & GOLDSWORTHY, INC.

LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299

POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK --

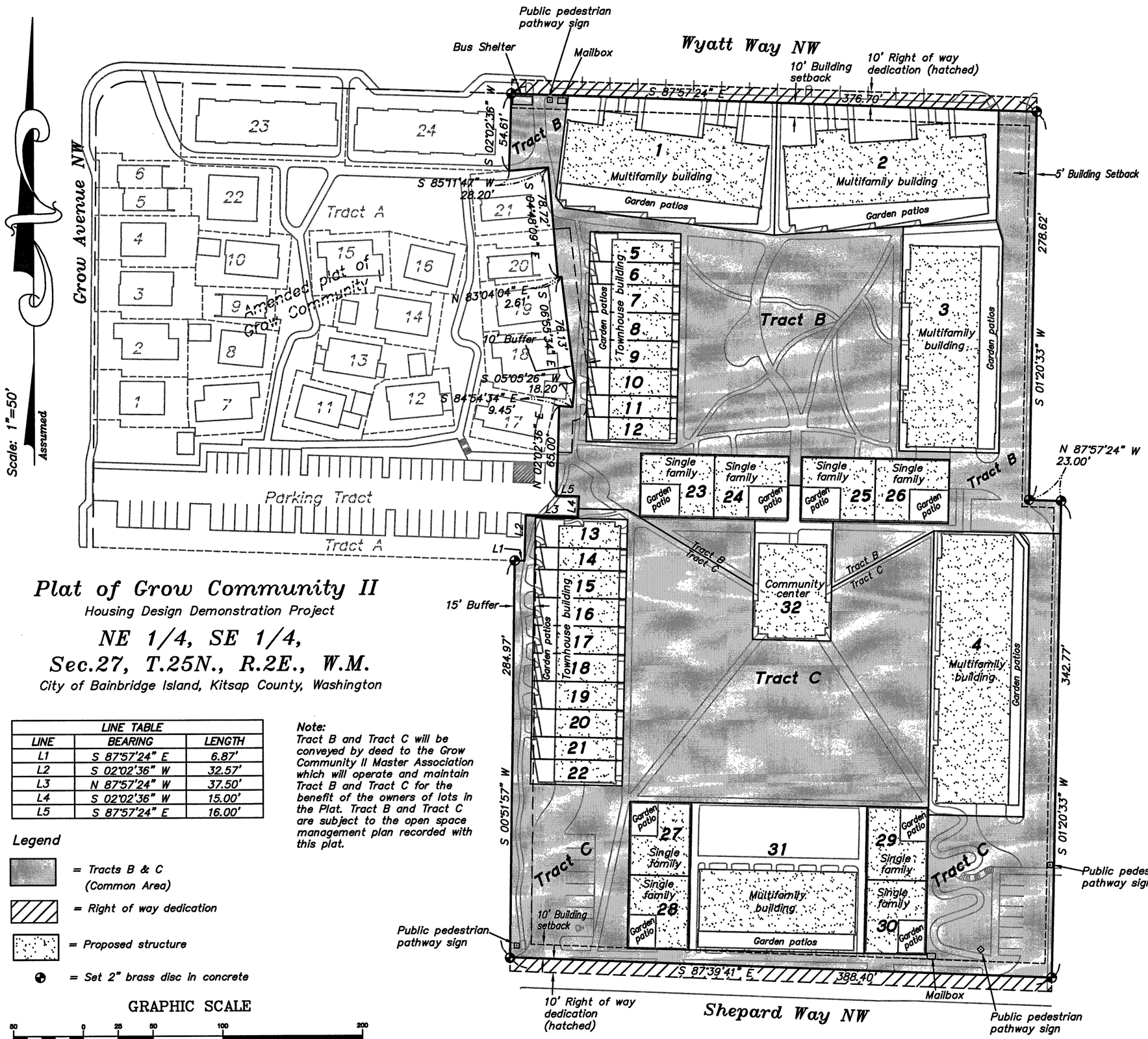
DRAWING 5459P4 SHEET 4 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175

Mylar Plat Rec Fee: $ 138.00 Page:4of9 B: 33 P: 251

12/10/2014 11:46 AM

Walter Washington, Kitsap Co Auditor



Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

Note:
Tract B and Tract C will be conveyed by deed to the Grow Community II Master Association which will operate and maintain Tract B and Tract C for the benefit of the owners of lots in the Plat. Tract B and Tract C are subject to the open space management plan recorded with this plat.

Legend

= Tracts B & C (Common Area)

= Right of way dedication

= Proposed structure

= Set 2" brass disc in concrete

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

GAVIN M. OAK
STATE OF WASHINGTON
45166
REGISTERED
PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM
&
GOLDSWORTHY, INC.
LAND SURVEYING
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK
DRAWING 5459P5 SHEET 5 / 9

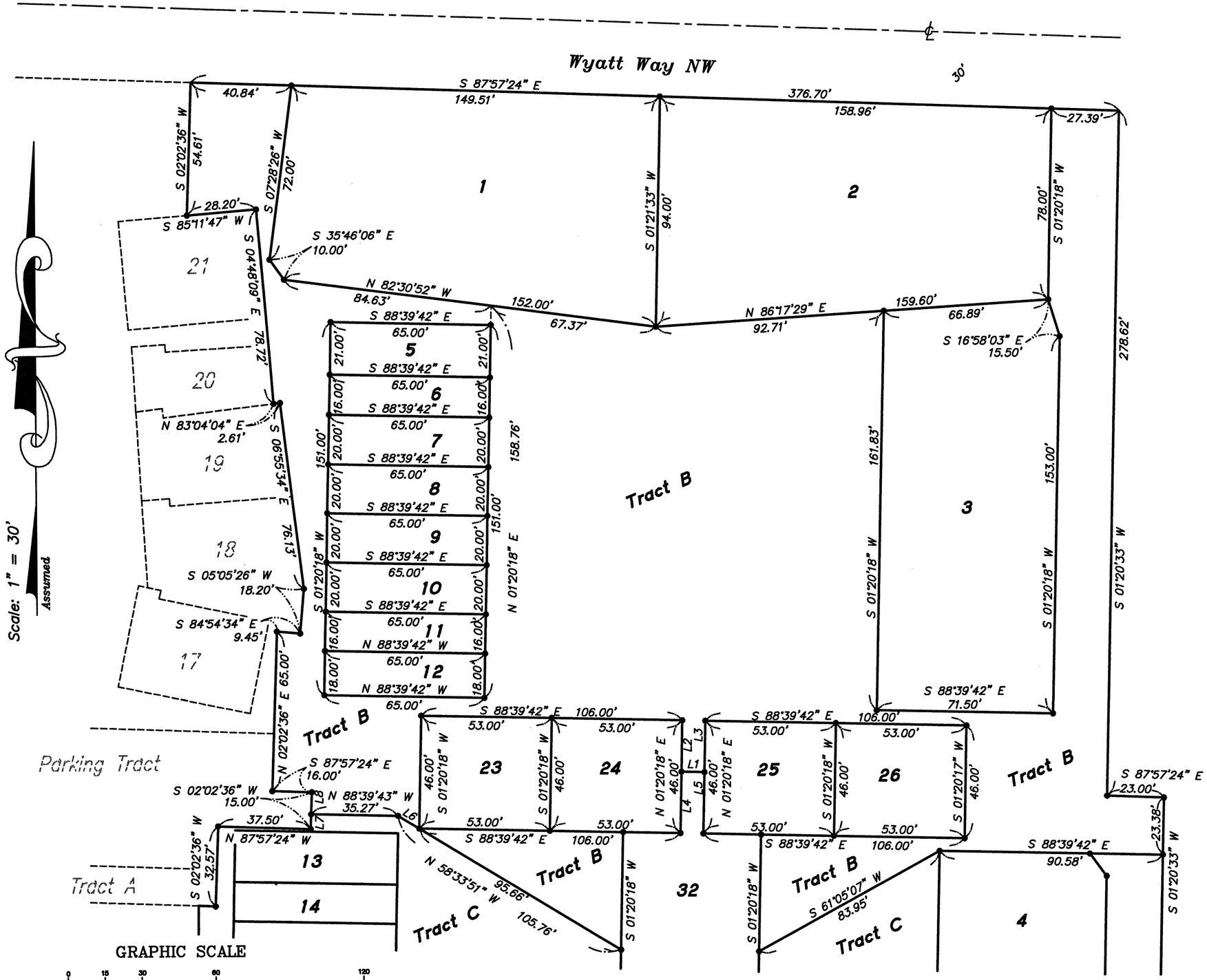
BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 138.00
12/10/2014 11:46 AM Page:5of9 B: 33 P: 252
Walter Washington, Kitsap Co Auditor

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

Line Table

L1	N 88°39'42" W	9.33'
L2	S 01°20'18" W	21.00'
L3	S 01°20'18" W	21.00'
L4	S 01°20'18" W	25.00'
L5	S 01°20'18" W	25.00'
L6	N 58°33'51" W	10.11'
L7	S 02°02'36" W	6.05'
L8	S 02°02'36" W	8.95'

Legend

● = Set 3/4" iron pipe and lot stake after final site development

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM
&
GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK

DRAWING 5459P6 SHEET 6 / 9

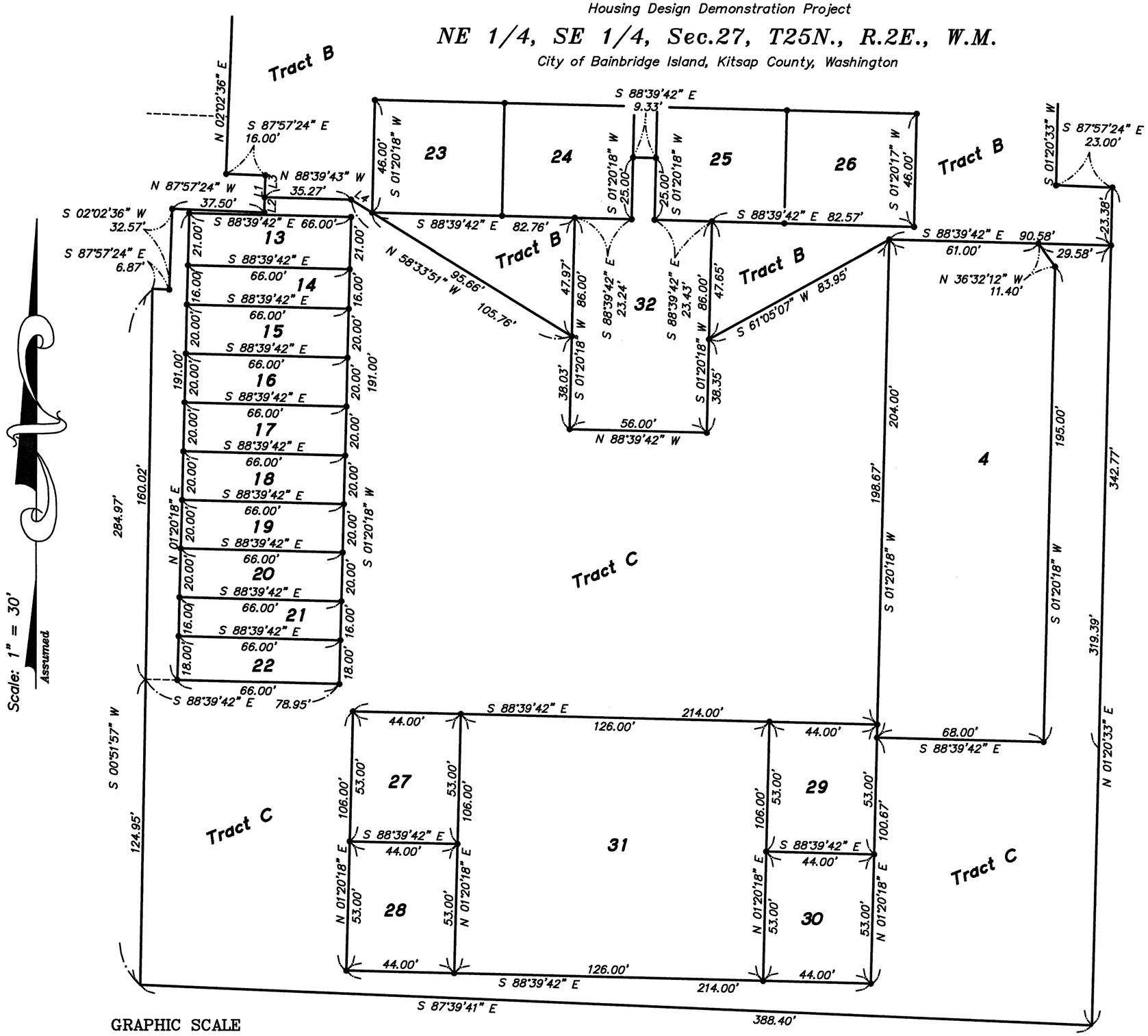
BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 138.00
12/10/2014 11:46 AM Page:6of9 B: 33 P: 253
Walter Washington, Kitsap Co Auditor

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'

Assumed

Line Table

L1	S 02°02'36" W	15.00'
L2	S 02°02'36" W	6.05'
L3	S 02°02'36" W	8.95'
L4	N 58°33'51" W	10.11'

Legend

● = Set 3/4" iron pipe and lot stake after final site development

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

GAVIN M. OAK
STATE OF WASHINGTON
46168
REGISTERED
PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM & GOLDSWORTHY, INC.

LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299

POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK

DRAWING 5459P7 SHEET 7 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175

Mylar Plat Rec Fee: $ 138.00

12/10/2014 11:46 AM Page:7of9 B: 33 P: 254

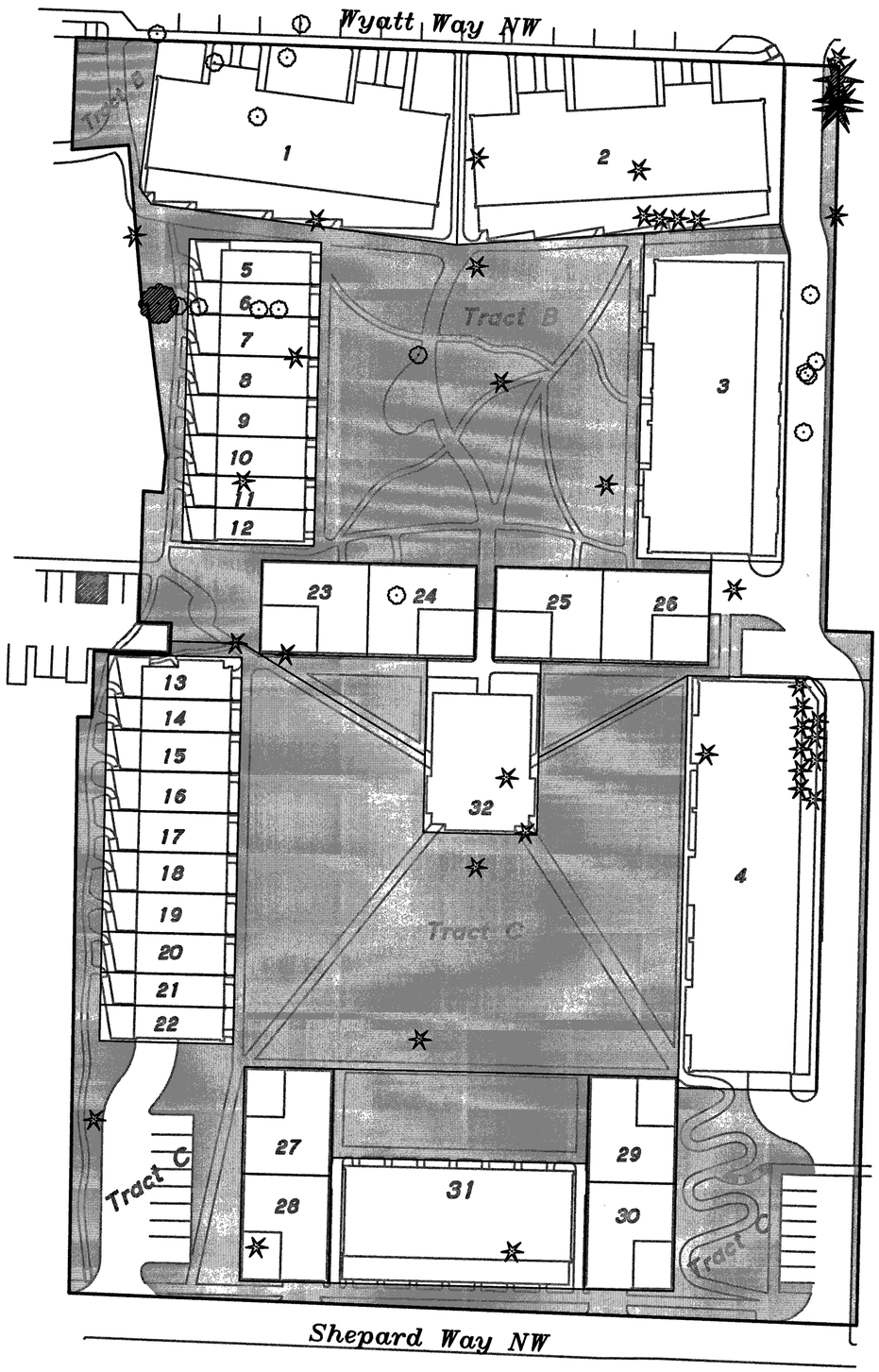
Walter Washington Kitsap Co Auditor

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Open Space, Lot Coverage & Tree Plan



Legend

- = Open Space
- = Existing significant deciduous tree
- = Existing significant evergreen tree
- = Significant evergreen tree to be retained (3)
- = Significant deciduous tree to be retained (1)

Scale: 1"=50' Assumed

Tree Plan

1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Open Space

Total area after Wyatt Way & Shepard Way right of way dedication	= 228,266 sq. ft.
Total Open Space Area	= 102,355 sq. ft. (45%)

Lot Coverage

Total area prior to Wyatt Way & Shepard Way right of way dedication	= 235,916 sq. ft.
Maximum lot coverage of 40%	= 94,366 sq. ft.
Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5-12	8,500 sq. ft.
Lots 13-22	10,700 sq. ft.
Lots 23-24	4,500 sq. ft.
Lots 25-26	4,500 sq. ft.
Lots 27-28	4,500 sq. ft.
Lots 29-30	4,500 sq. ft.
Lot 31	6,300 sq. ft.
Lot 32	3,500 sq. ft.
Bus shelter	100 sq. ft.
Total	87,300 sq. ft. (37%)

(As approved of moditied under SPR13551 subject to HDDP BIMC 2.16.020.Q)

Minimum Building Separation and Setbacks

Building to building:	0 feet*
Building to subdivision boundary	5 feet*
Building to right of way	10 feet

*Subject to Building Official and Fire Marshal building permit approval

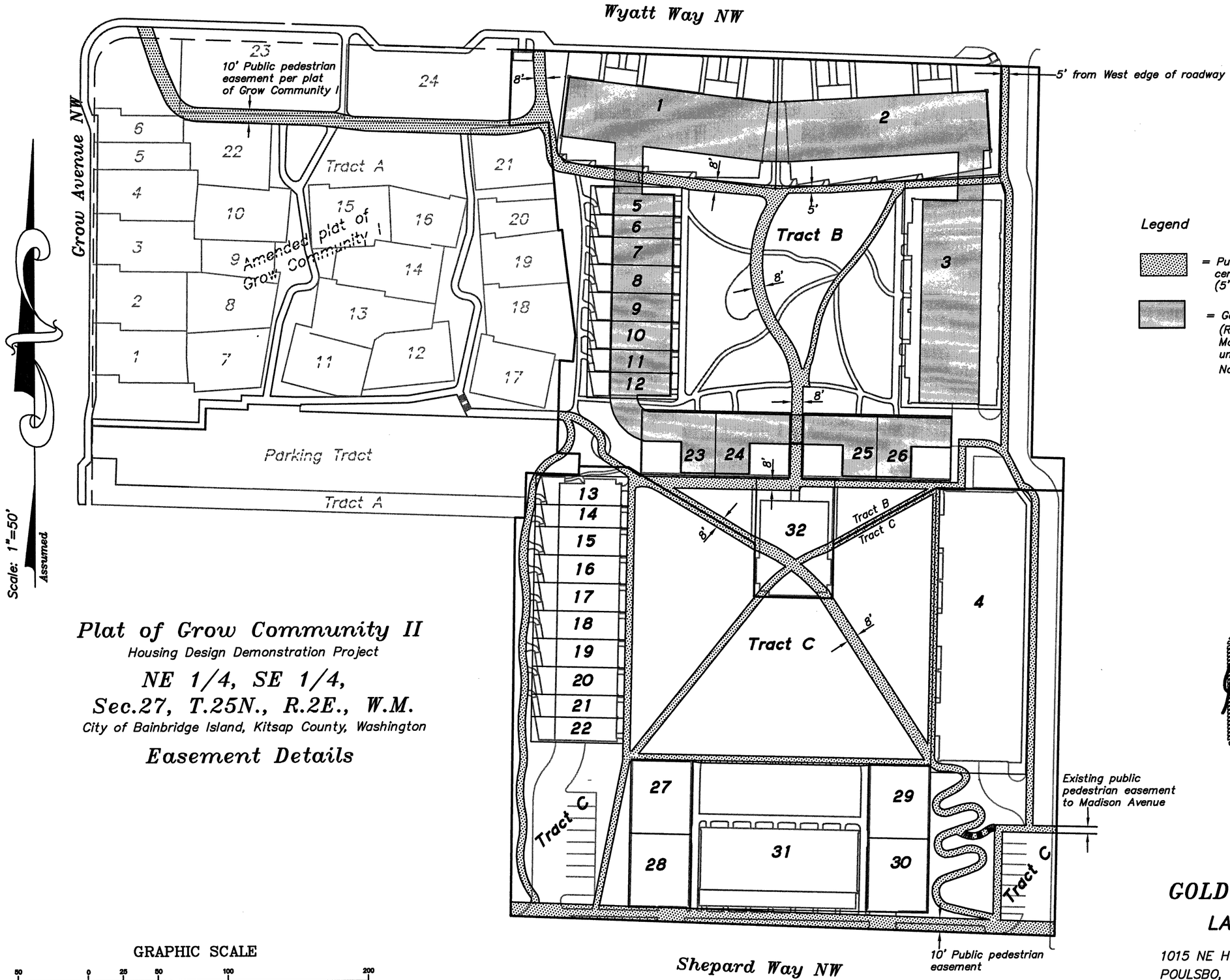
GAVIN M. OAK STATE OF WASHINGTON 45168 REGISTERED PROFESSIONAL LAND SURVEYOR

12/03/14

ADAM & GOLDSWORTHY, INC.
LAND SURVEYING
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 12/03/14 FIELD BOOK
DRAWING 5459P8 SHEET 8 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 138.00
12/10/2014 11:46 AM Page:8of9 B: 33 P: 255
Walter Washington, Kitsap Co Auditor



Legend

= Public pedestrian easement centered on path as built (5' wide unless otherwise noted)

= Garage easement area (Refer to Garage Easement & Maintenance Agreement recorded under Kitsap County Auditor's File No. 201412100177)

Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easement Details

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

GAVIN M. OAK
STATE OF WASHINGTON
46168
REGISTERED
PROFESSIONAL LAND SURVEYOR

12/3/14

ADAM
&
GOLDSWORTHY, INC.
LAND SURVEYING

1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 12/3/14 FIELD BOOK
DRAWING 5459P9 SHEET 9 / 9

BAINBRIDGE ISLAND HOLDINGS 201412100175
Mylar Plat Rec Fee: $ 138.00
12/10/2014 11:46 AM Page: 9 of 9 B: 33 P: 256
Walter Washington, Kitsap Co Auditor

AMENDMENT
Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4

Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Declaration

We, the undersigned holders of fee simple land consisting of Lots 31, 32, Tract B and Tract C as shown on the Amended Plat drawings, do hereby agree to this Plat Amendment as stated in the Note on Amendment, and declare this Plat Amendment to be the graphic representation of same, and that said amendment is made with the free consent and in accordance with the desire of these owners.

In witness whereof we have hereunto set our hands and seals.

Bainbridge Community Development, LLC
John Ellis, Manager

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access.
As shown on Sheet 9: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that John Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2.24.17

Notary Public in and for the State of Washington
My appointment expires 3.13.19

NOTARY PUBLIC
STATE OF WASHINGTON
BRANDON KELLER
My Appointment Expires March 13, 2019

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this amendment to the plat of Grow Community I, is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of October, 2014, that the distances, courses, angles and amendments noted below are shown correctly.

Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Note on Amendment

This Amendment to the Plat of Grow Community II recorded under Kitsap County Auditor's File No. 201412100175 and in Volume 33, Pages 248–256 of plats only amends the following:

1. The building footprints shown on Lots 31 & 32 have been revised.
2. The calculated lot coverage for Lots 31 & 32 have been revised which then revises the total calculated lot coverage and percentage for the plat.
3. The designated open space areas and total calculated area have been revised.
4. Pedestrian pathway location, alignments, and easements in the Southern portion of the plat have been revised.

All other details and conditions of the Plat of Grow Community II remain unchanged.

Approvals

Engineer

Approved by the City Engineer this 23 day of February, 2017.

Janelle Hitch, P.E.

Planning and Community Development

Approved by the Director of Planning and Community Development this 24 day of FEBRUARY, 2017.

Gary Christensen, AICP, Planning Director
Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this 24th day of February, 2017.

Val Tollefson
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including 2015.

Meredith Green
Kitsap County Treasurer

2/27/17

Recording Certificate

Filed for record at the request of Adams•Goldsworthy on this 27th day of Feb, 2017 recorded in Volume 34 of plats, Pages 126-129 records of Kitsap County, Washington.

~~Walter E. Washington~~ DOLORES GILMORE
Kitsap County Auditor

Attest: _____
Deputy

201702270020

Legal Description

The plat of Grow Community II recorded under Kitsap County Auditor's File No. 201412100175 and in Volume 33, Pages 248–256 of plats, records of Kitsap County, Washington and situate in the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

GAVIN M. OAK · STATE OF WASHINGTON · 45168 · REGISTERED PROFESSIONAL LAND SURVEYOR

2/23/17

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. 360–779–4299
POULSBO, WA 98370 206–842–9598

DATE 2/13/17 FIELD BOOK --
DRAWING 6139AP1 SHEET 1 / 4

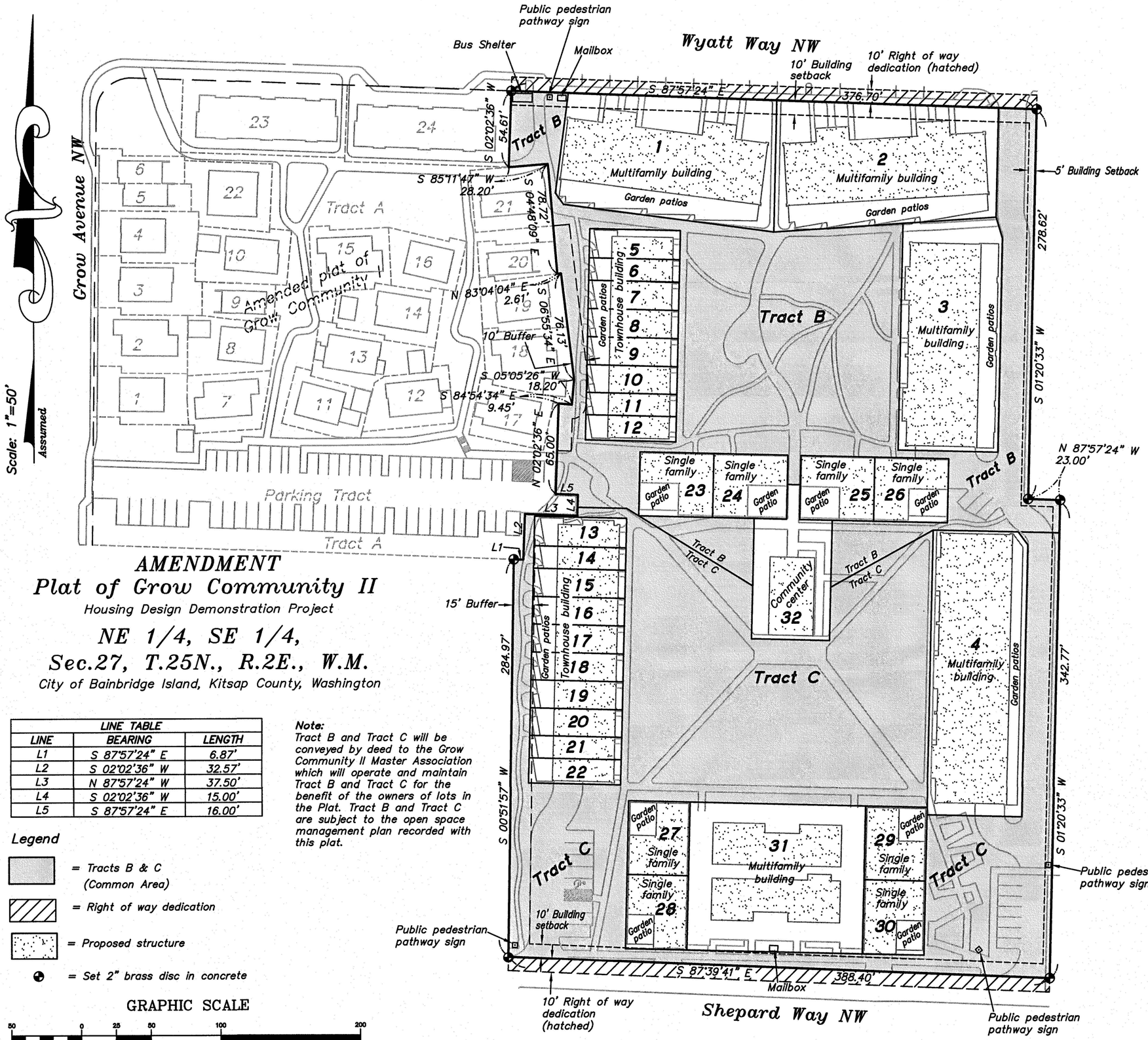
201702270020 34/126

AMENDMENT
Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

Note:
Tract B and Tract C will be conveyed by deed to the Grow Community II Master Association which will operate and maintain Tract B and Tract C for the benefit of the owners of lots in the Plat. Tract B and Tract C are subject to the open space management plan recorded with this plat.

Legend

= Tracts B & C (Common Area)

= Right of way dedication

= Proposed structure

= Set 2" brass disc in concrete

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/23/17

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 2/13/17 FIELD BOOK
DRAWING 6139AP2 SHEET 2 / 4

20170227002O 34/127

AMENDMENT
Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Open Space, Lot Coverage & Tree Plan



Legend

= Open Space

= Existing significant deciduous tree

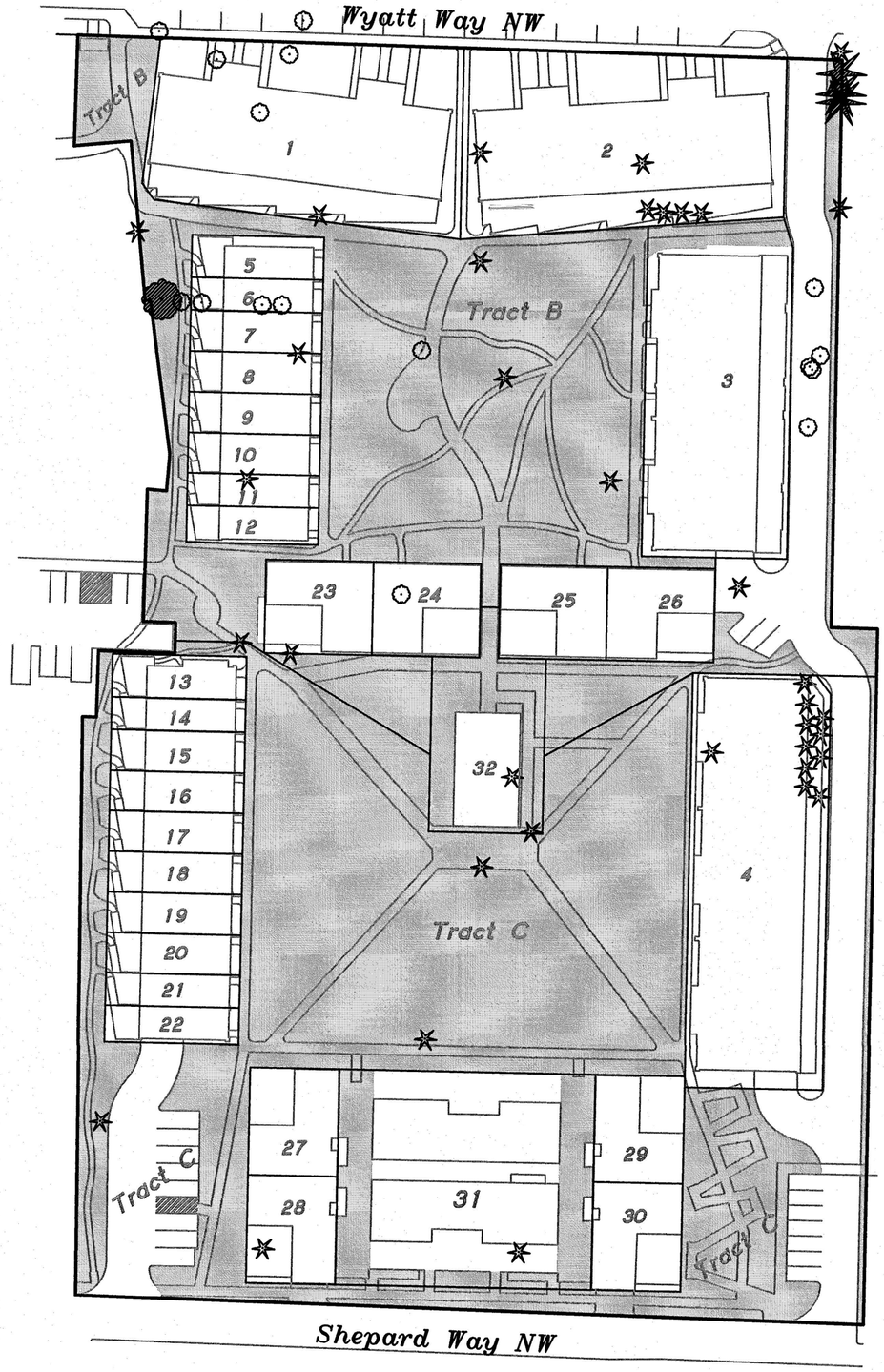
= Existing significant evergreen tree

= Significant evergreen tree to be retained (3)

= Significant deciduous tree to be retained (1)

Tree Plan

1. Total site tree unit requirements for R-14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.



Open Space	
Total area after Wyatt Way & Shepard Way right of way dedication	= 228,266 sq. ft.
Total Open Space Area	= 103,382 sq. ft. (45%)

Lot Coverage	
Total area prior to Wyatt Way & Shepard Way right of way dedication	= 235,916 sq. ft.
Maximum lot coverage of 40%	= 94,366 sq. ft.
Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5–12	8,500 sq. ft.
Lots 13–22	10,700 sq. ft.
Lots 23–24	4,500 sq. ft.
Lots 25–26	4,500 sq. ft.
Lots 27–28	4,500 sq. ft.
Lots 29–30	4,500 sq. ft.
Lot 31	7,300 sq. ft.
Lot 32	2,400 sq. ft.
Bus shelter	100 sq. ft.
Total	87,200 sq. ft. (37%)

(As approved of moditied under SPR13551 subject to HDDP BIMC 2.16.020.Q)

Minimum Building Separation and Setbacks

Building to building:	0 feet*
Building to subdivision boundary	5 feet*
Building to right of way	10 feet

*Subject to Building Official and Fire Marshal building permit approval

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/23/17

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ADAM · GOLDSWORTHY · OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 2/13/17 FIELD BOOK
DRAWING 6139AP3 SHEET 3 / 4

201702270020 34/128

Wyatt Way NW

Grow Avenue NW

10' Public pedestrian easement per plat of Grow Community I

Amended plat of Grow Community I

Tract A

Parking Tract

Tract A

Tract B

Tract C

Tract C

Shepard Way NW

5' from West edge of roadway

Existing public pedestrian easement to Madison Avenue

10' Public pedestrian easement

Scale: 1"=50' Assumed

Legend

= Public pedestrian easement centered on path as built (5' wide unless otherwise noted)

= Garage easement area (Refer to Garage Easement & Maintenance Agreement recorded under Kitsap County Auditor's File No. 201412100177.)

= Private easement for pedestrian access for Grow Community I and II and for porches and overhangs of Lots 27–30.

AMENDMENT
Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easement Details

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/23/17

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779–4299
POULSBO, WA 98370 (206)842–9598

DATE 2/13/17 FIELD BOOK
DRAWING 6139AP4 SHEET 4 / 4

201702270020 34/129

Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Dedication

Know all persons by these presents that Bainbridge 14 LLC and Bainbridge Island Community Development LLC, the undersigned owners, in fee simple of the land hereby platted, hereby declare this plat and dedicates to the use of the public forever all streets, avenues, places and utility or pedestrian easements or whatever public property there is shown on the plat and the use for any and all public purposes not inconsistent with the use thereof for public purposes, including that ROW area for Shepard Way NW previously dedicated. The City of Bainbridge Island is also granted the right to go beyond the above–described right–of–way where necessary to accommodate the slopes of cuts and fills in roadway construction and maintenance. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded.

In witness whereof we have hereunto set our hands and seals.

_____
Bainbridge 14 LLC (Lots 27–31)
Justin Hooks, Manager

_____
Bainbridge Island Community Development LLC (Tract C)
John Ellis, Manager

Easement Provisions

Easements shown on the drawings are over, under and across the areas shown for the purposes stated. Public pedestrian easements refer to easements for pedestrian access.
As shown on Sheet 8: The public pedestrian easements are hereby conveyed to the public and the City of Bainbridge Island.

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Justin Hooks is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge 14, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of Washington
My appointment expires _____

Acknowledgment

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that John Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Bainbridge Community Development LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of Washington
My appointment expires _____

Surveyors Certificate

I, Gavin M. Oak, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me, or under my supervision, during the period of April 2021 through May, 2021, that the distances, courses and angles are shown correctly, and that monuments have been set and lot corners staked on the ground as depicted on the plat, except for those that have been approved to be set at a later date.

_____
Gavin M. Oak, PLS
Registered Land Surveyor
Certificate No. 45168

Approvals

Engineer

Approved by the City Engineer this _____ day of _____, 2022.

_____
Paul Nylund, P.E.

Health District

Examined and approved by the Bremerton–Kitsap County Health District this _____ day of _____, 2022.

_____
John Kiess, RS
Director of Health, Kitsap Public Health District

Planning and Community Development

Approved by the Director of Planning and Community Development this _____ day of _____, 2022.

_____
Mark Hofman, AICP, Interim Director
Director of Planning and Community Development
City of Bainbridge Island

City Council

Approved by the City Council of Bainbridge Island this _____ day of _____, 2022.

_____
Joe Deets
Mayor, City of Bainbridge Island

Treasurer's Certificate

I, Meredith Green, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above described property are fully paid up to and including _____.

_____
Meredith Green
Kitsap County Treasurer

Recording Certificate

Filed for record at the request of _____, on this _____ day of _____, 2022 recorded in Volume _____of plats, Pages _____ records of Kitsap County, Washington.

_____
Paul Andrews
Kitsap County Auditor

Attest: _____
Deputy

Owners Association

The Owners Association for this plat is a Washington non–profit corporation known as the Grow Community II Master Association.

Covenants

All property encompassed by this plat and all owners of any property therein are subject to the "Declaration of Restrictive Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II" as recorded under Auditor's File No. 201412100176 records of Kitsap County, Washington.

Note on Alteration

This Alteration to Amendment Plat of Grow Community II as recorded in Volume 34, Pages 126 – 129 inclusive, being and amendment to Volume 33 of Plats, Pages 248–256 inclusive, records of Kitsap County, Washington, alters Lots 27 through 31, revising the 5 lots to 14 lots, and altering the configuration of Tract C to include a new Tract D. This Alteration also revises the Pedestrian Easements through Tract C, and the parking layout in the Southwest corner of Tract C.

All other conditions of the Plat remain unchanged.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779–4299
POULSBO, WA 98370 (206)842–9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP1 SHEET 1 / 9

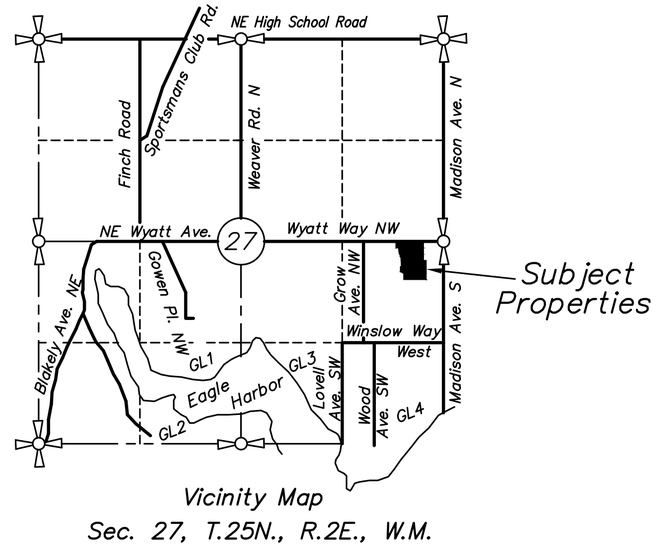
Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

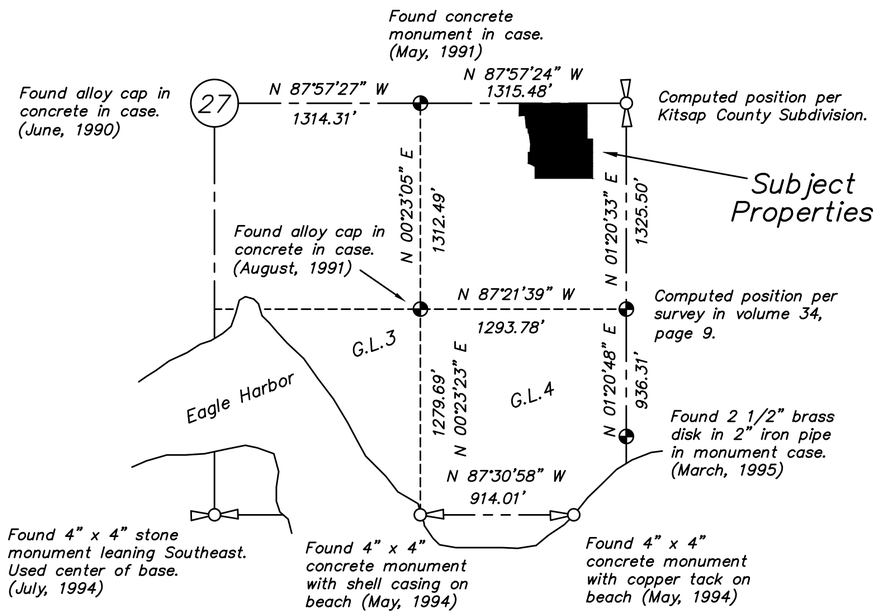
Owner:	Bainbridge 14, LLC 27 South Hanford Street Seattle, WA. 98134 Jonathan Davis 310-799-8544 jd@davisstudio.com
Current use:	Residential
Proposed water service:	City of Bainbridge Island
Proposed sewer service:	City of Bainbridge Island
Assessor's Account No.	5607-000-027-0005 5607-000-028-0004 5607-000-029-0003 5607-000-030-0000 5607-000-031-0009 5607-000-034-0006
Zoning:	R-14
Comprehensive Plan:	UMF
Compliance with the fire flow requirements of BIMC 20.04 will be by fire flow from the City water system.	
Storm drainage from new site construction will be reduced by low impact development practices, treated and detained through underground detention facilities and rain gardens, then discharged to the City system.	
Application File No.	

Legal Description

Lots 27, 28, 29, 30, 31 and Tract C of the Plat of Grow Community II, according to the Plat recorded in Volume 33 of Plats, Pages 248-256, inclusive, and amended under Volume 34, Pages 126-129, records of Kitsap County, Washington, being a portion of the Northeast quarter of the Southeast quarter of Section 27, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.



Vicinity Map
Sec. 27, T.25N., R.2E., W.M.



Section Subdivision
SE 1/4 Sec. 27, T.25N., R.2E., W.M.
No Scale

National Flood Insurance Program Designation

Zone X
Flood Insurance Rate Map 53035C0244F
Effective Date: February 3, 2017

Notes

1) This survey was accomplished by field traverse with a three second total station.

2) This survey conforms to the minimum field traverse standards for land boundary surveys as listed in WAC 332-130-090.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP2 SHEET 2 / 9

Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Conditions

SEPA CONDITIONS

1. All construction activities are subject to noise regulations in BIMC Chapter 16.16.

2. To limit the impact on lighting, any proposed lighting shall comply with BIMC Chapter 15.34.

3. To ensure appropriate recreational opportunities, park nodes and associated facilities shall be created for each phase of development as indicated on the site plan for Phase I. The forest area and park node shall be planted prior to the application for any permits on Phase II B.

4. To ensure the historical and cultural resources of the naval housing and the Grow Farm are documented, the applicant shall provide the report titled "The Report of the History and Cultural Significance of the Site Being developed as the Grow Community" prepared by Jon and Toby Quitslund to the Bainbridge Island Historical Museum. Prior to final inspection of the community building, the applicant shall indicate how the history of the site will be incorporated in the community building; examples include displaying the report and historical photographs, including any video or photographs of the Grow Historic Honoring ceremony.

5. To reduce car dependency and mitigate the impacts of traffic, the applicant shall provide a car sharing program, electric charging stations and covered bicycle storage areas.

6. The applicant shall follow the phasing schedule to ensure that pedestrian connectivity is provided during each phase of the development

PROJECT CONDITIONS

7. All landscaping shall be installed, or a performance assurance device shall be submitted and approved, prior to final inspection of the final building within the phase being constructed. The installation of landscaping shall be verified by the Landscape Professional or owner and a landscaping declaration shall be signed. The applicant shall provide a final landscape construction plan for each phase for review by staff.

8. Landscape buffers (particularly the three foot buffer landscape fence along the Eastern edge of the development) shall be maintained with a maintenance assurance device for a period of three years. No vegetation within the buffers shall be disturbed without approval of the Department of Planning and Community Development through an approved clearing, grading or civil plan.

9. The development shall provide non-motorized public trail right of way easements through the development as depicted on the site plan drawings, with the addition of an easement from the Southeast corner of the site directly to the Pavilion to Madison.

10. The applicant shall retain 30% of the significant trees on-site for Phase I. Phase II A & II B shall provide 40 tree units per acre and retain any significant trees identified on Sheet 8, Preliminary Plat of Grow Community II. If any retained significant trees are determined to be hazardous by a professional arborist, they may be removed after a replanting plan that follows the requirement options under BIMC 18.15.020.C.3.b has been approved by the Department of Planning and Community Development.

11. Any off-site location(s) for community solar arrays shall require a separate permit review and are not approved as part of this application.

12. Construction of any civil improvements and/or appropriate bonding shall occur prior to any building permits being issued for each phase of development. The improvements to be constructed for Phase I of the development shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised 2/17/12, or as amended and approved to the satisfaction of the Development Engineer. Phase II improvements shall be in substantial conformance to the Phasing Plans submitted by Browne Engineering, last revised October 15, 2013, plans C1-C5, or as amended and approved to the satisfaction of the Development Engineer.

13. Storm drainage facilities are to be maintained by the applicant. The applicant shall provide a declaration of covenant prior to final occupancy that guarantees that the system will be properly maintained. The covenant shall include language that will allow the City to inspect the system to ensure it is properly performing.

14. Prior to issuance of any building permits for the early childhood development center, the applicant shall submit documentation to determine the appropriate amount of parking spaces. If the amount exceeds the ten now allocated for the use, the applicant shall indicate how and where it will provide the additional spaces. These spaces may require an amendment to the site plan review. Alternatively, prior to the issuance of any building permits for a wellness center, if determined necessary by the Planning Director, the applicant shall apply for a site plan amendment or a new site plan review along with all required documentation, including but not limited to a traffic impact review.

15. To address the requests of the Health District, the applicant shall submit building clearance for sewered properties, and binding water and sewer availability letters prior to issuance of a building permit for the residences. Additionally, any existing septic tanks must be pumped and a licensed well driller must decommission any existing wells.

16. During each phase of trail construction, the applicant shall install signage that indicates the trails are public at each entry point on the perimeter of the site.

PROJECT CONDITIONS (continued)

17. Each phase of the project shall conform to the HDDP program criteria for housing diversity, innovative site development and innovative building design. Prior to the issuance of a building permit for each phase, the application will be reviewed for compliance with the following:
   a) The dwelling units shall be at or below 1600 square feet of floor area;
   b) 20 – 30% water use reduction;
   c) 25 – 35% improved energy performance;
   d) Innovative building design elements including alternative energy, energy efficiency, water efficiency, green building materials and accessibility;
   e) HDDP Development standards related to Low Impact Development; the applicant shall allocate impervious surface coverage for each phase of development (Phase I)
   f) Landscaping, recreational opportunities, open space and transportation elements that substantially conform to the site plans.
   g) Bicycle spaces provided at one for every five parking spaces;
   h) Built Green 5. Building permit applications, construction and final occupancy shall comply with the certification provisions of BIMC 2.15.020.3.4;
   i) Proof of ongoing certification with the Built Green building rating system shall be required during construction and project certification shall be completed prior to final occupancy.

18. Following the completion of each phase, Staff shall be able to access the site for tours no more than once every three months with permission and cooperation of the property owner.

19. Each building shall meet the height requirement and shall not exceed 40' above average existing grade.

20. Each phase shall provide one covered bicycle space for every five parking spaces for the multifamily development for a minimum total of 28 spaces for the entire 8 acre site.

21. Pursuant to BIMC 15.08, the applicant shall apply for a permit for any regulated signs.

22. Prior to the issuance of any building permits, the project shall be reviewed for compliance with the lighting guidelines.

23. Phases II-A and II-B (5 acre portion of the site) shall include the construction of all internal trails depicted on Sheet 9/9 of the Preliminary Plat documents, the 5' wide bike lane, curb, gutter and sidewalk along Wyatt to the end of the project site, Shepard improvements including 10' of dedicated right of way, a sidewalk and bicycle path, and a publicly accessible pathway to connect the Southeastern segment of the serpentine path directly to the Pavilion (in the manner specified by Condition #29 below).

24. Building permits for the succeeding phase of development will not be issued before the previous phase of public trails, street improvements and their associated easement are completed as outlined in Condition #23.

25. Direct, handicap accessible connectivity to the Pavilion that avoids going to Shepard Way shall be provided to the maximum extent feasible; provided that, the Design Review Board may approve a design containing an indirect route component if determined necessary to achieve handicap accessibility.

26. As requested by the DRB, the applicant shall provide a landscape fence wall along the Eastern border prior to the completion of each of the developments.

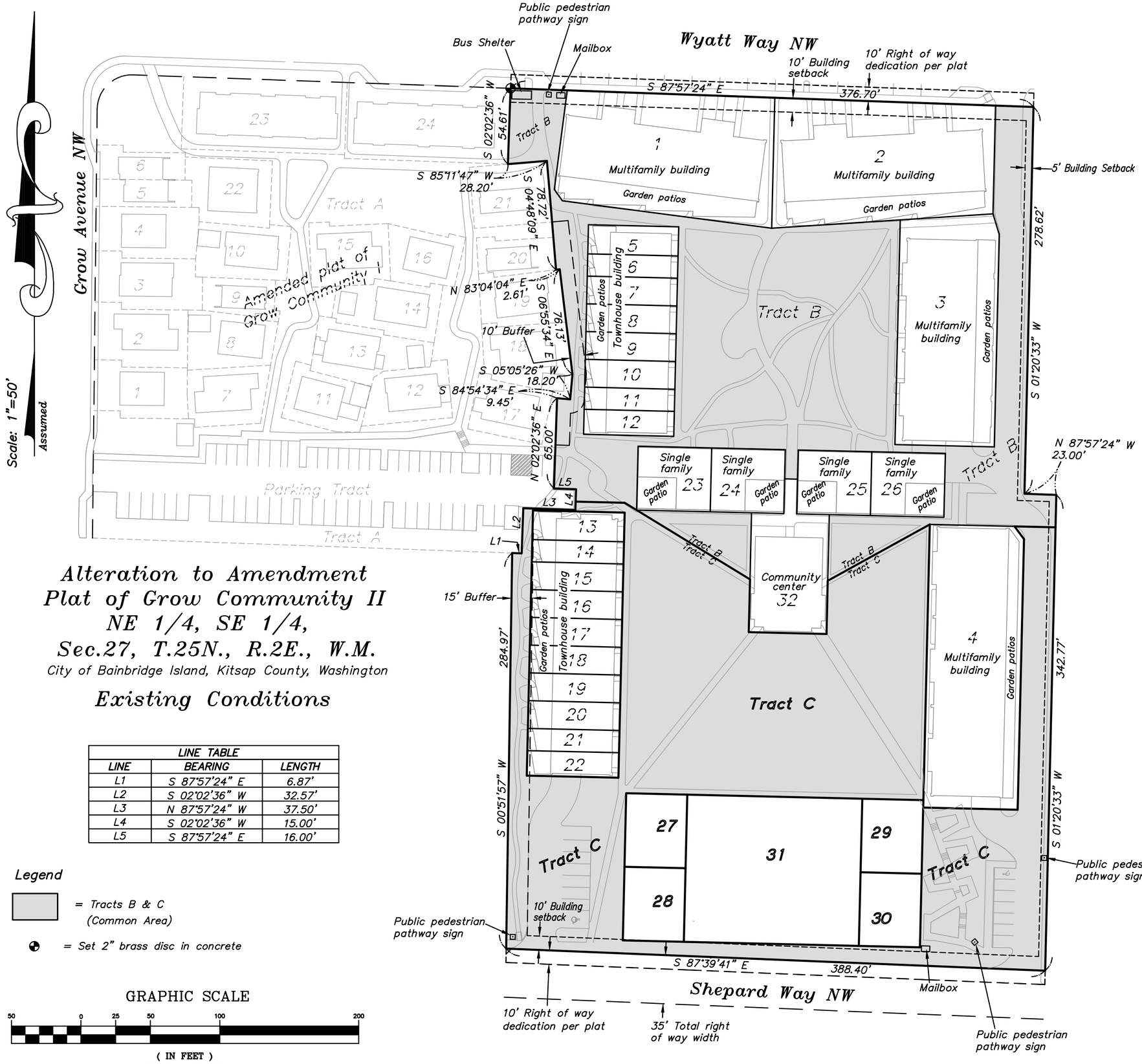
27. The ten foot wide landscape buffers to Wyatt Way and Shepard Way shall meet the full screen requirements of the BIMC 18.15.010.

28. The bus shelter as recommended by Kitsap Transit, shall be constructed as part of Phase I plat utility improvements

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP3 SHEET 3/ 9



Scale: 1"=50'

Assumed

Alteration to Amendment Plat of Grow Community II

NE 1/4, SE 1/4, Sec.27, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington

Existing Conditions

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°57'24" E	6.87'
L2	S 02°02'36" W	32.57'
L3	N 87°57'24" W	37.50'
L4	S 02°02'36" W	15.00'
L5	S 87°57'24" E	16.00'

Legend

= Tracts B & C (Common Area)

= Set 2" brass disc in concrete

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

Lot Areas	
Total area prior to right of way dedication	235,916 sq. ft.
Total area after right of way dedication	228,266 sq. ft.
Lot 1	13,299 sq. ft.
Lot 2	13,671 sq. ft.
Lot 3	11,760 sq. ft.
Lot 4	13,841 sq. ft.
Lot 5	1,365 sq. ft.
Lot 6	1,040 sq. ft.
Lot 7	1,300 sq. ft.
Lot 8	1,300 sq. ft.
Lot 9	1,300 sq. ft.
Lot 10	1,300 sq. ft.
Lot 11	1,040 sq. ft.
Lot 12	1,170 sq. ft.
Lot 13	1,386 sq. ft.
Lot 14	1,056 sq. ft.
Lot 15	1,320 sq. ft.
Lot 16	1,320 sq. ft.
Lot 17	1,320 sq. ft.
Lot 18	1,320 sq. ft.
Lot 19	1,320 sq. ft.
Lot 20	1,320 sq. ft.
Lot 21	1,056 sq. ft.
Lot 22	1,188 sq. ft.
Lot 23	2,438 sq. ft.
Lot 24	2,438 sq. ft.
Lot 25	2,438 sq. ft.
Lot 26	2,438 sq. ft.
Lot 27	2,332 sq. ft.
Lot 28	2,332 sq. ft.
Lot 29	2,332 sq. ft.
Lot 30	2,332 sq. ft.
Lot 31	13,356 sq. ft.
Lot 32	5,049 sq. ft.
Tract B	48,980 sq. ft.
Tract C	66,811 sq. ft.

GAVIN M. OAK STATE OF WASHINGTON 45168 REGISTERED PROFESSIONAL LAND SURVEYOR

3/14/22

ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. (360)779-4299

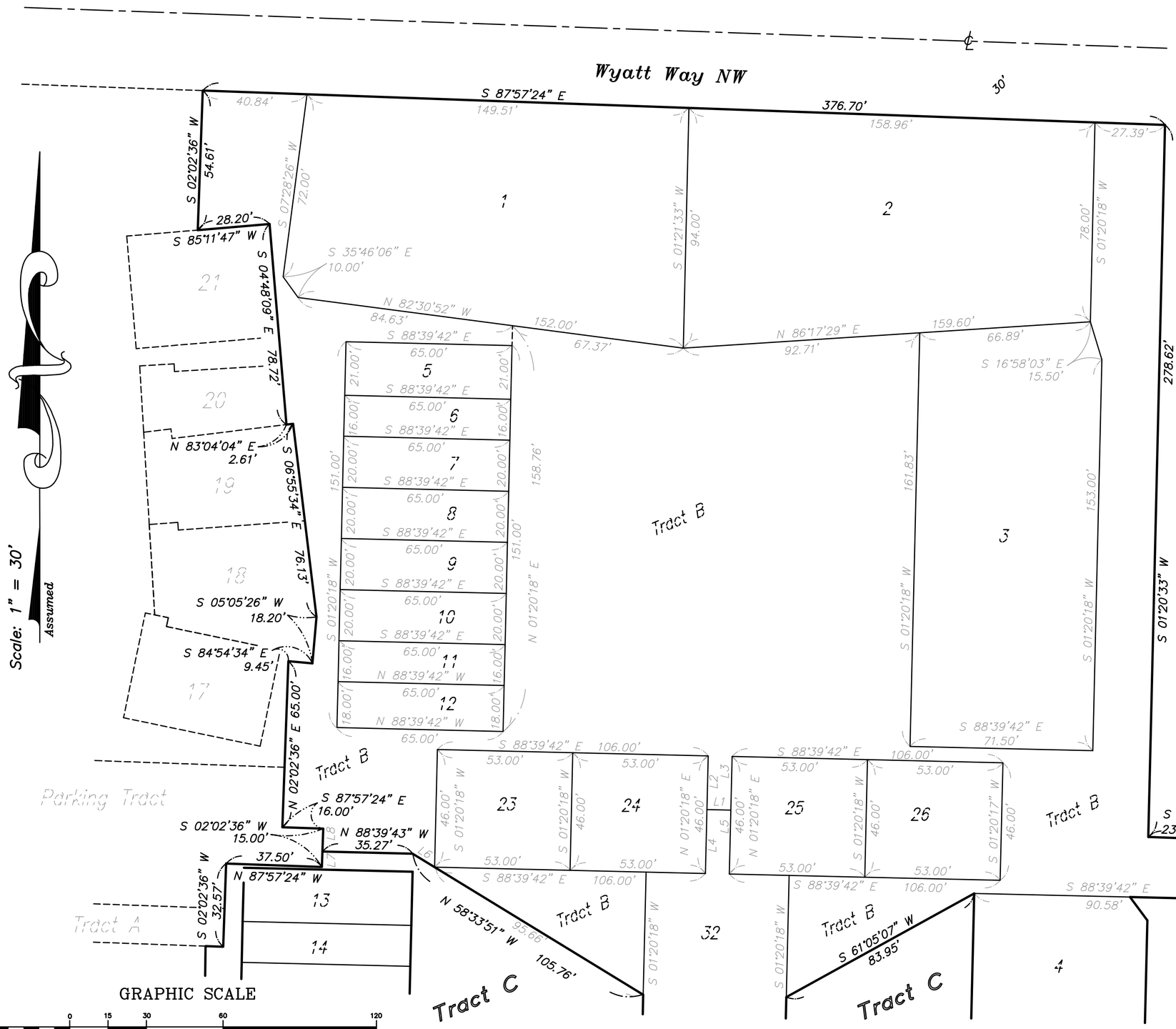
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK

DRAWING 7295PP4 SHEET 4/9

Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



Scale: 1" = 30'
Assumed

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Line Table		
L1	N 88°39'42" W	9.33'
L2	S 01°20'18" W	21.00'
L3	S 01°20'18" W	21.00'
L4	S 01°20'18" W	25.00'
L5	S 01°20'18" W	25.00'
L6	N 58°33'51" W	10.11'
L7	S 02°02'36" W	6.05'
L8	S 02°02'36" W	8.95'

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

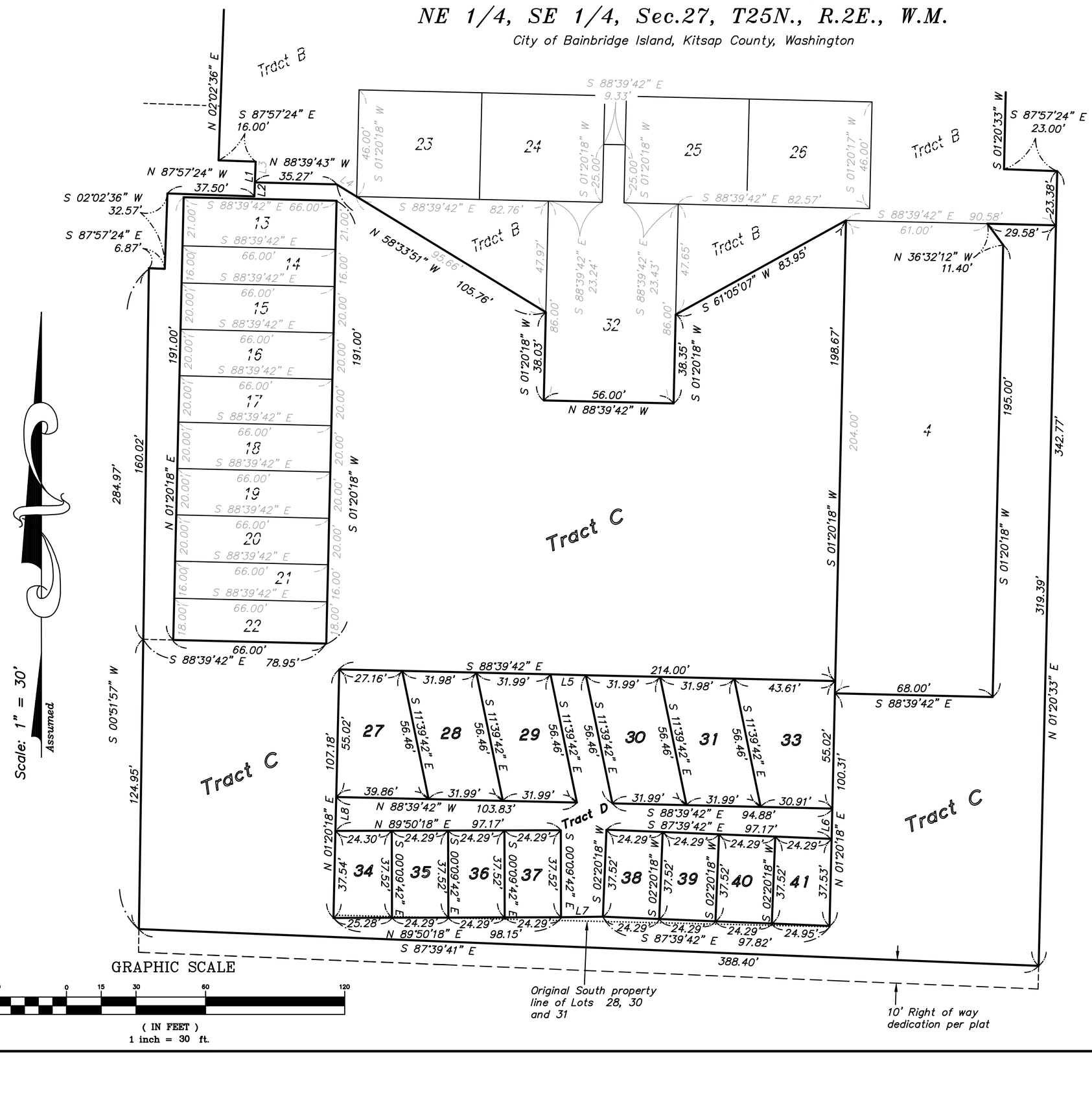
3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP5 SHEET 5/9

Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4, Sec.27, T25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



Lot Areas	
Lot 27	1,843 sq. ft.
Lot 28	1,760 sq. ft.
Lot 29	1,760 sq. ft.
Lot 30	1,760 sq. ft.
Lot 31	1,760 sq. ft.
Lot 33	2,050 sq. ft.
Lot 34	930 sq. ft.
Lot 35	912 sq. ft.
Lot 36	912 sq. ft.
Lot 37	912 sq. ft.
Lot 38	912 sq. ft.
Lot 39	912 sq. ft.
Lot 40	912 sq. ft.
Lot 41	924 sq. ft.
Tract C	66,971 sq. ft.
Tract D	4,268 sq. ft.

Note: Only the lot areas listed have been revised

Line Table		
L1	S 02°02'36" W	15.00'
L2	S 02°02'36" W	6.05'
L3	S 02°02'36" W	8.95'
L4	N 58°33'51" W	10.11'
L5	S 88°39'42" E	15.29'
L6	N 01°20'18" E	13.09'
L7	N 89°11'25" E	18.09'
L8	N 01°20'18" E	14.63'

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

3/14/22

ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP6 SHEET 6/9

Alteration to Amendment Plat of Grow Community II

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Open Space, Lot Coverage & Tree Plan



Legend

= Open Space

= Existing significant deciduous tree

= Existing significant evergreen tree

= Significant evergreen tree to be retained (3)

= Significant deciduous tree to be retained (1)

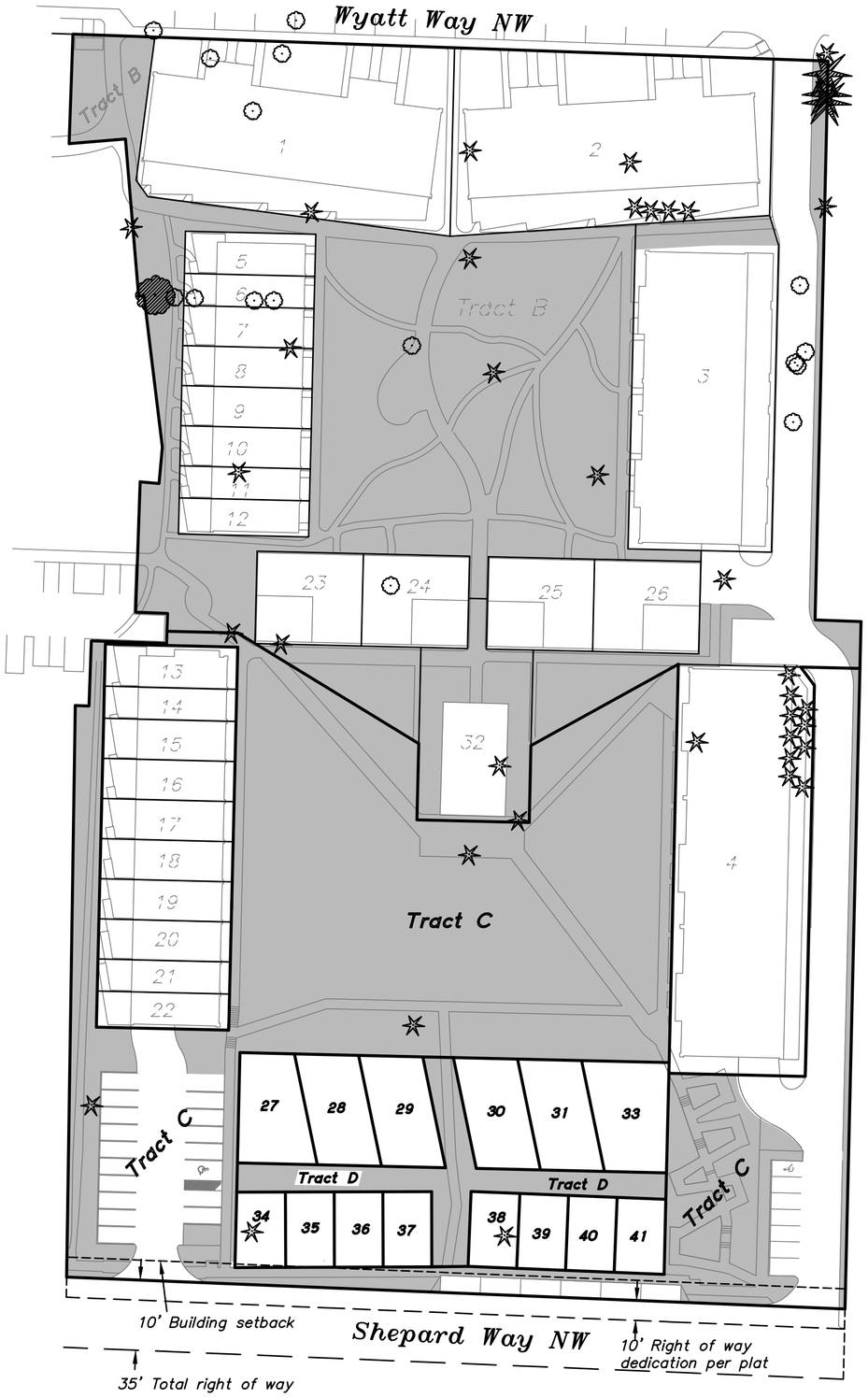
Tree Plan

1. Total site tree unit requirements for R–14 zoning = 40 units per acre
2. Total site area = 5.26 acres = 211 tree units
3. Final landscaping will result in a minimum of 211 tree units using a combination of retaining existing significant trees and planted trees.

Minimum Building Separation and Setbacks

Building to building:	0 feet*
Building to subdivision boundary	5 feet*
Building to right of way	10 feet

*Subject to Building Official and Fire Marshal building permit approval



Open Space

Total area after Wyatt Way & Shepard Way right of way dedication	= 228,266 sq. ft.
Total Open Space Area	= 101,331 sq. ft. (44%)

Lot Coverage

Total area prior to Wyatt Way & Shepard Way right of way dedication	= 235,916 sq. ft.
Maximum lot coverage of 40%	= 94,366 sq. ft.

Lot 1	9,100 sq. ft.
Lot 2	9,100 sq. ft.
Lot 3	9,500 sq. ft.
Lot 4	12,500 sq. ft.
Lots 5–12	8,500 sq. ft.
Lots 13–22	10,700 sq. ft.
Lots 23–24	4,500 sq. ft.
Lots 25–26	4,500 sq. ft.
Lot 27	1,442 sq. ft.
Lot 28	1,442 sq. ft.
Lot 29	1,442 sq. ft.
Lot 30	1,442 sq. ft.
Lot 31	1,442 sq. ft.
Lot 32	3,500 sq. ft.
Lot 33	1,442 sq. ft.
Lot 34	831 sq. ft.
Lot 35	831 sq. ft.
Lot 36	831 sq. ft.
Lot 37	831 sq. ft.
Lot 38	831 sq. ft.
Lot 39	831 sq. ft.
Lot 40	831 sq. ft.
Lot 41	831 sq. ft.
Bus shelter	100 sq. ft.
Total	87,300 sq. ft. (37%)

(As approved or modified under SPR13551 subject to HDDP BIMC 2.16.020.Q)

GRAPHIC SCALE

50 0 25 50 100 200

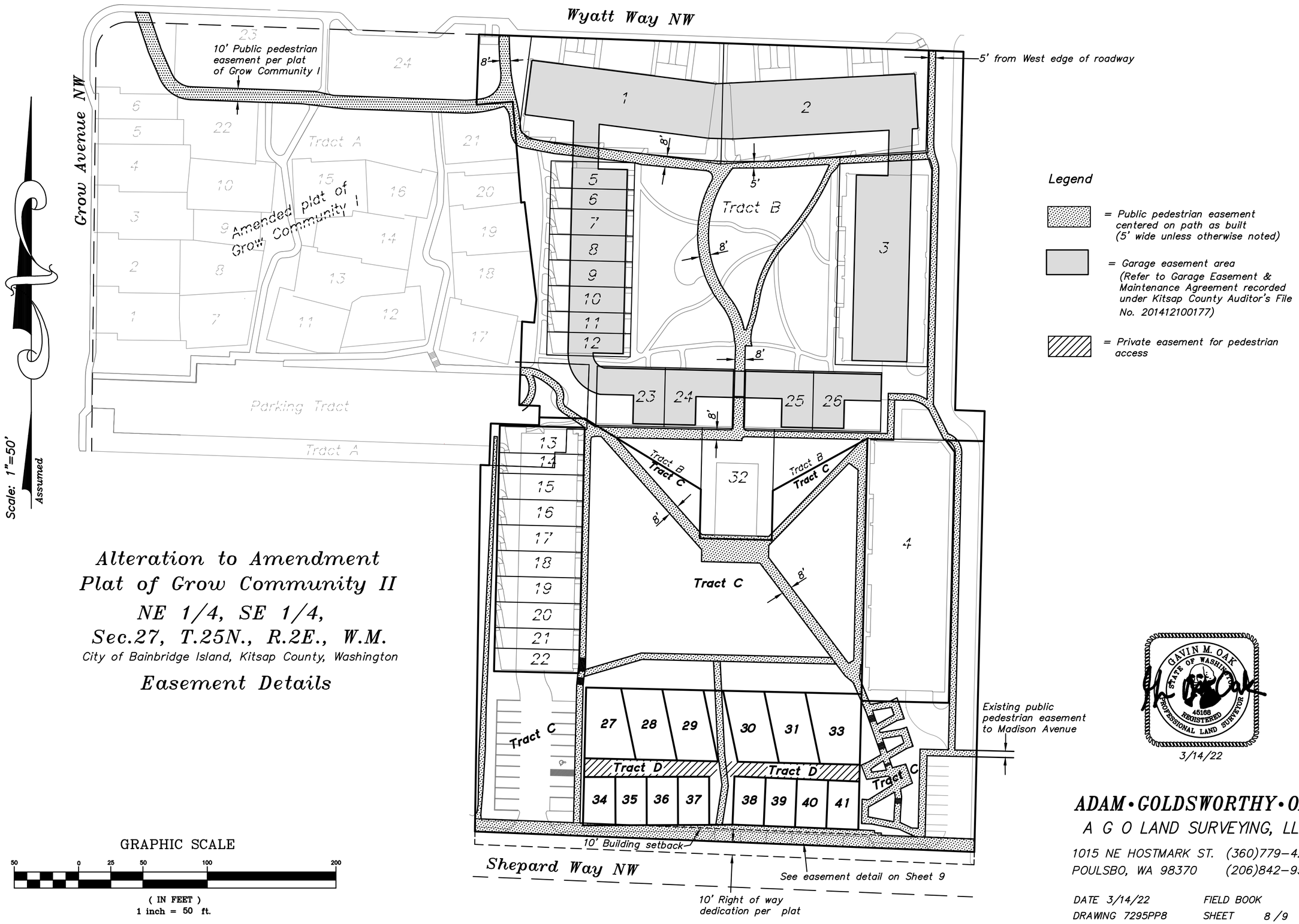
(IN FEET)
1 inch = 50 ft.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779–4299
POULSBO, WA 98370 (206)842–9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP7 SHEET 7/9



Alteration to Amendment Plat of Grow Community II

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easement Details

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

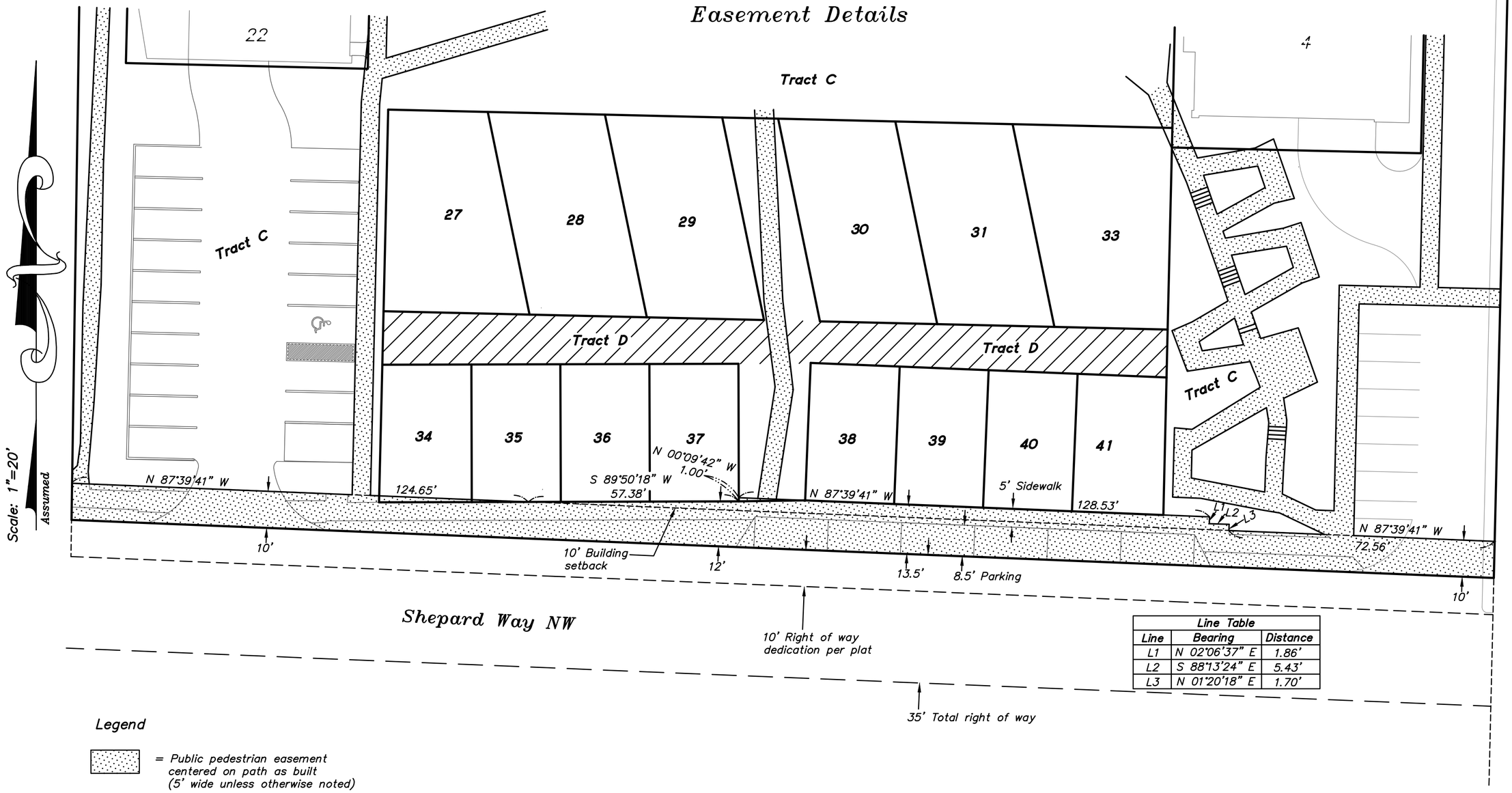
GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/14/22

ADAM • GOLDSWORTHY • OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 FIELD BOOK
DRAWING 7295PP8 SHEET 8 /9

Alteration to Amendment
Plat of Grow Community II
NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easement Details



Line Table		
Line	Bearing	Distance
L1	N 02°06'37" E	1.86'
L2	S 88°13'24" E	5.43'
L3	N 01°20'18" E	1.70'

Legend

= *Public pedestrian easement centered on path as built (5' wide unless otherwise noted)*

= *Private easement for pedestrian access*

GRAPHIC SCALE

20 0 10 20 40 80

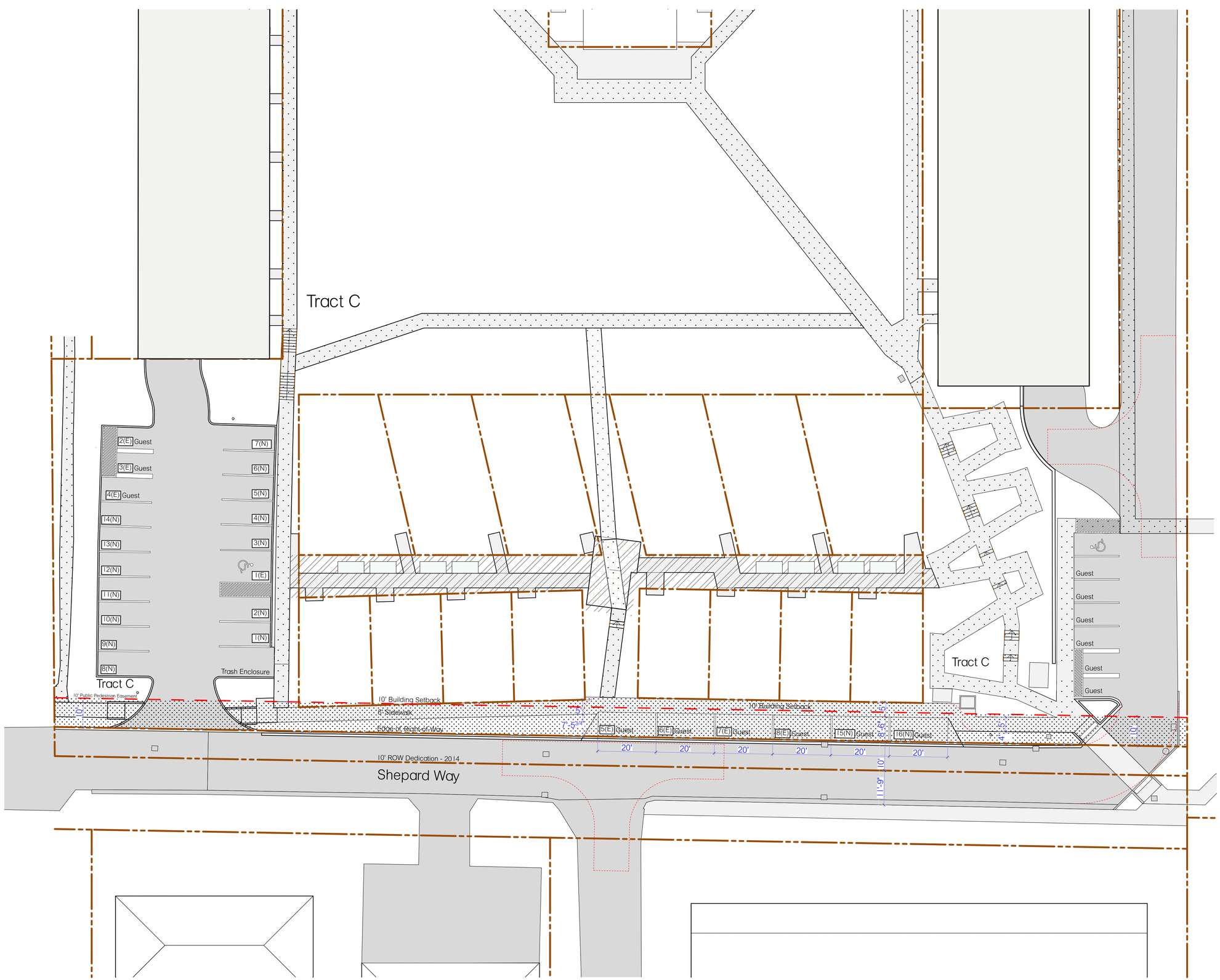
(IN FEET)
1 inch = 20 ft.

GAVIN M. OAK
STATE OF WASHINGTON
45168
REGISTERED
PROFESSIONAL LAND SURVEYOR

3/14/22

ADAM GOLDSWORTHY•OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779-4299
POULSBO, WA 98370 (206)842-9598

DATE 3/14/22 *FIELD BOOK*
DRAWING 7295PP9 *SHEET 9 /9*



Site Plan - pedestrian easement

SCALE: 1/16" = 1'-0"

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

Plat Alteration
Site Plan - pedestrian easement
1" = 40' UNO
March 10, 2022

A-30

Date Published: Thursday, March 10, 2022 5:12 PM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Site Plan - pedestrian easement

Date Published: Thursday, March 17, 2022 9:59 AM File: I:\Jenn\JD laptop\Dropbox (DSAD) - Main GROW PH3 - BP\GROW PH3 - Arch\CAD\GROW PH3 - BP.pln - Cover



Adjustment to Subdivision

Grow Community - Phase 2B (ALT)

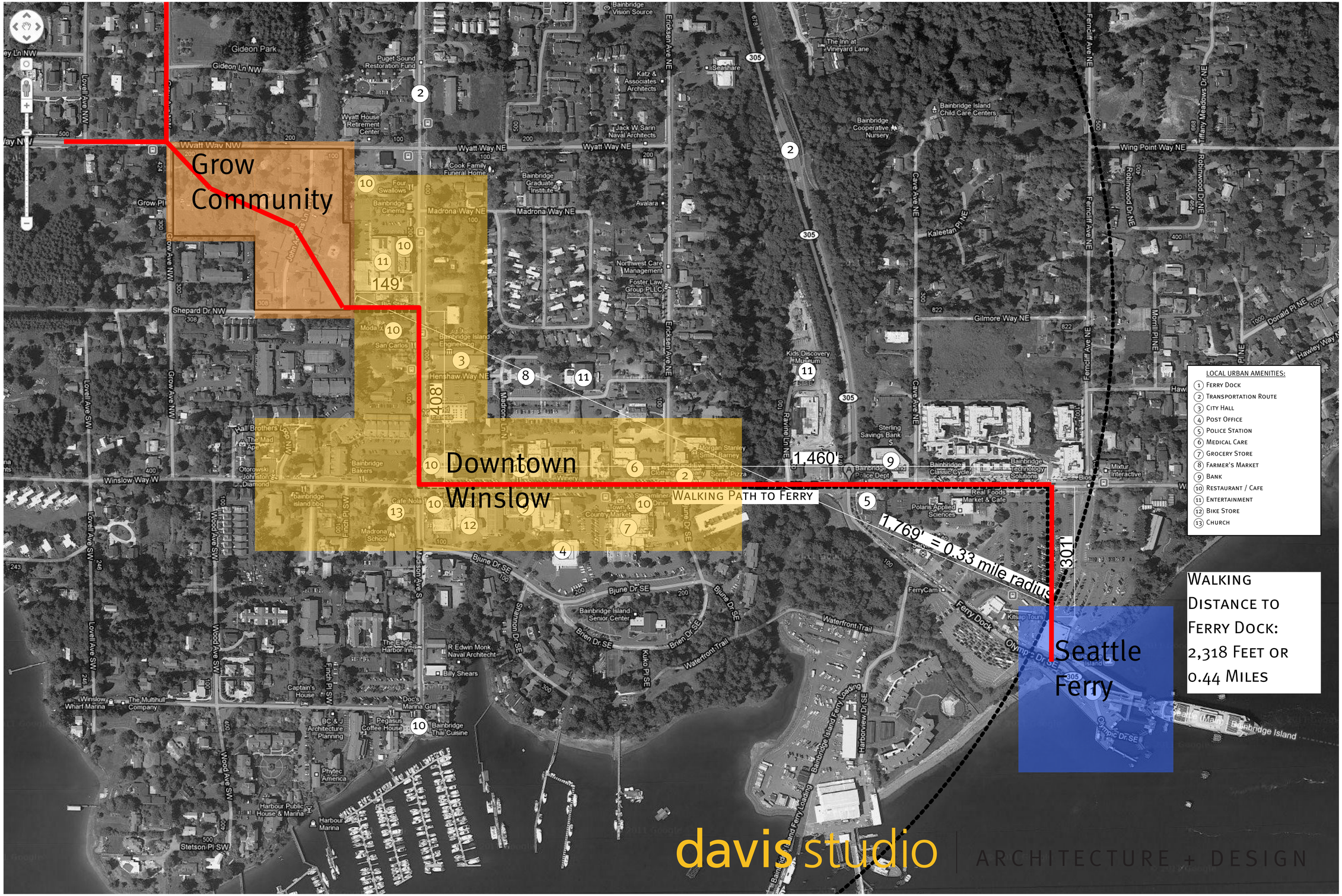
Bainbridge Island
Washington 98110

DRB - updated
Cover
1" = 40' UNO
March 17, 2022

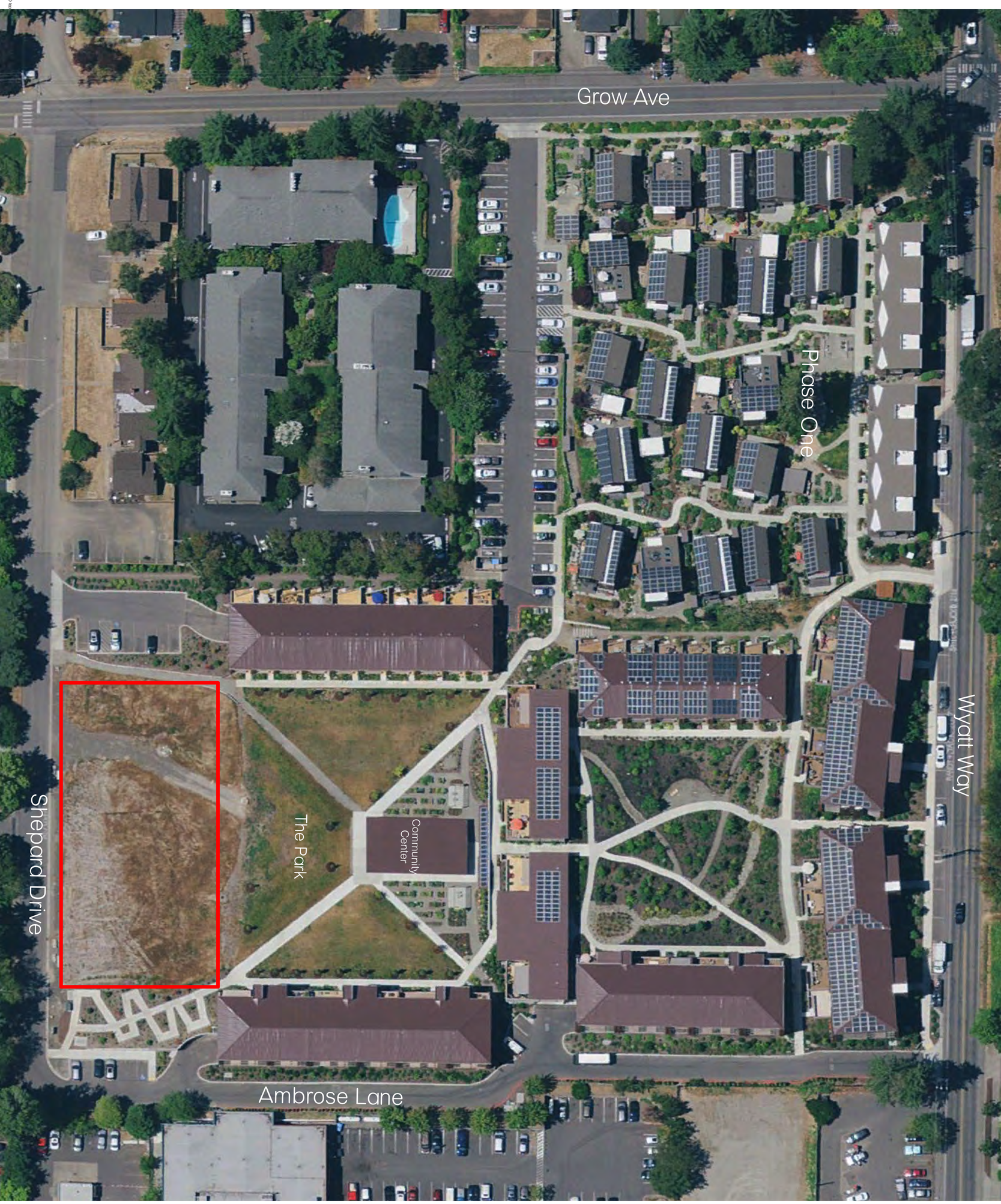
Revision Date

Davis Studio Archtitecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC


Grow Community
Downtown Winslow
Walking Path to Ferry
149'
408'
1,460'
1,769' = 0.33 mile radius
Seattle Ferry
Walking Distance to Ferry Dock:
2,318 Feet or
0.44 Miles
LOCAL URBAN AMENITIES:
1 Ferry Dock
2 Transportation Route
3 City Hall
4 Post Office
5 Police Station
6 Medical Care
7 Grocery Store
8 Farmer's Market
9 Bank
10 Restaurant / Cafe
11 Entertainment
12 Bike Store
13 Church
Gideon Park
Wyatt Way NE
Madrona Way NE
Wing Point Way NE
Gilmore Way NE
Shepard Dr NW
Winslow Way W
Bjune Dr SE
Waterfront Trail
Bainbridge Island
Bainbridge Island Senior Center
Bainbridge Island Police Dept
Bainbridge Island Ferry Loading
Harbour Marina
Harbour Public House & Marina
Madrona School
Bainbridge Island Engineering
Bainbridge Cinema
Bainbridge Graduate Institute
Bainbridge Island Child Care Centers
Bainbridge Cooperative Nursery
Kids Discovery Museum
Sterling Savings Bank
Real Foods Market & Cafe
Polaris Applied Sciences
Bainbridge Island Classic Cycle
Bainbridge Island Technology Solutions
Mixtur Interactive
Seashare
The Inn at Vineyard Lane
Katz & Associates Architects
Jack W Sarin Naval Architects
Wyatt House Retirement Center
Puget Sound Restoration Fund
Cook Family Funeral Home
Avalara
Northwest Care Management
Foster Law Group PLLC
Four Swallows
Moda
San Carlos
Bainbridge Bakers
Bainbridge Island bbq
Cafe Nola
Streamliner Diner
Town & Country Market
Morgan Stanley Smith Barney
Some Pizza
Adam and Eve
Winery
The Eagle Harbor Inn
R Edwin Monk Naval Architecht
Billy Shears
Captain's House
Winslow Wharf Marina
The Multihull Company
Doc's Marina Grill
Pegasus Coffee House
Bainbridge Thai Cuisine
BC & J Architecture Planning
Phytec America
Bainbridge Island Senior Center
FerryCam
Ferry Dock
Kitsap Tours
Olympic Dr SE
Waterfront Trail
Brien Dr SE
Kuko Pl SE
Harborview Dr SE
Stetson Pl SW
Wood Ave SW
Lovell Ave SW
Grow Ave NW
Ericksen Ave NE
Cave Ave NE
Ferncliff Ave NE
Robinwood Dr NE
Donald Pl NE
Morrill Pl NE
Kaleetan Pl NE
Ravine Ln NE
Madrona Ln N
Finch Pl SW
Madison Ave S
Johnson Dr SE
Henshaw Way NE
Gideon Ln NW
Grow Pl
Lovell Ave NW
Wyatt Way NW
Hall Brothers
The Mad Apple
Otorowski Johnston Diamond
Bainbridge Vision Source
Bainbridge Island Vineyard
Bainbridge Island Winery
Bainbridge Island Museum of Art
Bainbridge Island Historical Society
Bainbridge Island Library
Bainbridge Island Fire Department
Bainbridge Island Police Department
Bainbridge Island Ferry Terminal
Bainbridge Island Ferry Loading
Bainbridge Island Ferry Terminal
Bainbridge Island Ferry Dock
Bainbridge Island Ferry Terminal
Bainbridge Island Ferry Loading

Date Published: Thursday, March 17, 2022 9:59 AM File: \\server\D Projects\2020\20-009 Grow Community - Phase 2B (ALT)\Drawings\Revit\20-009 Grow Community - Phase 2B (ALT)_2022.rvt



Adjustment to Subdivision

Grow Community - Phase 2B (ALT)

Bainbridge Island
Washington 98110

Revision	Date
DRB - updated	March 17, 2022

Aerial - Overall Site
1" = 40' UNO

A-09

Davis Studio Archtitecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC



Aerial - Context 1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Aerial - Context
1" = 40' UNO
March 17, 2022

A-03

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Aerial - Context



Street View - west

SCALE: 1:4.26

2





Street View - east

SCALE: 1:4.26

4



Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

© 2021, Davis Studio Architecture + Design, LLC

dsAD
davis studio | ARCHITECTURE + DESIGN

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Context Photos - Sheperd
1" = 40' UNO
March 17, 2022

A-04

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Context Photos - Sheperd



Streetscape 6
SCALE: 1:5.84



Streetscape 5
SCALE: 1:5.84



Streetscape 4
SCALE: 1:5.84



Streetscape 3
SCALE: 1:5.84



Streetscape 2
SCALE: 1:5.84



Streetscape 1
SCALE: 1:5.84

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Context Photos - Grow
1" = 40' UNO
March 17, 2022

A-05

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Context Photos - Grow





Site - looking north

SCALE: 1:2.45

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)

© 2021, Davis Studio Architecture + Design, LLC

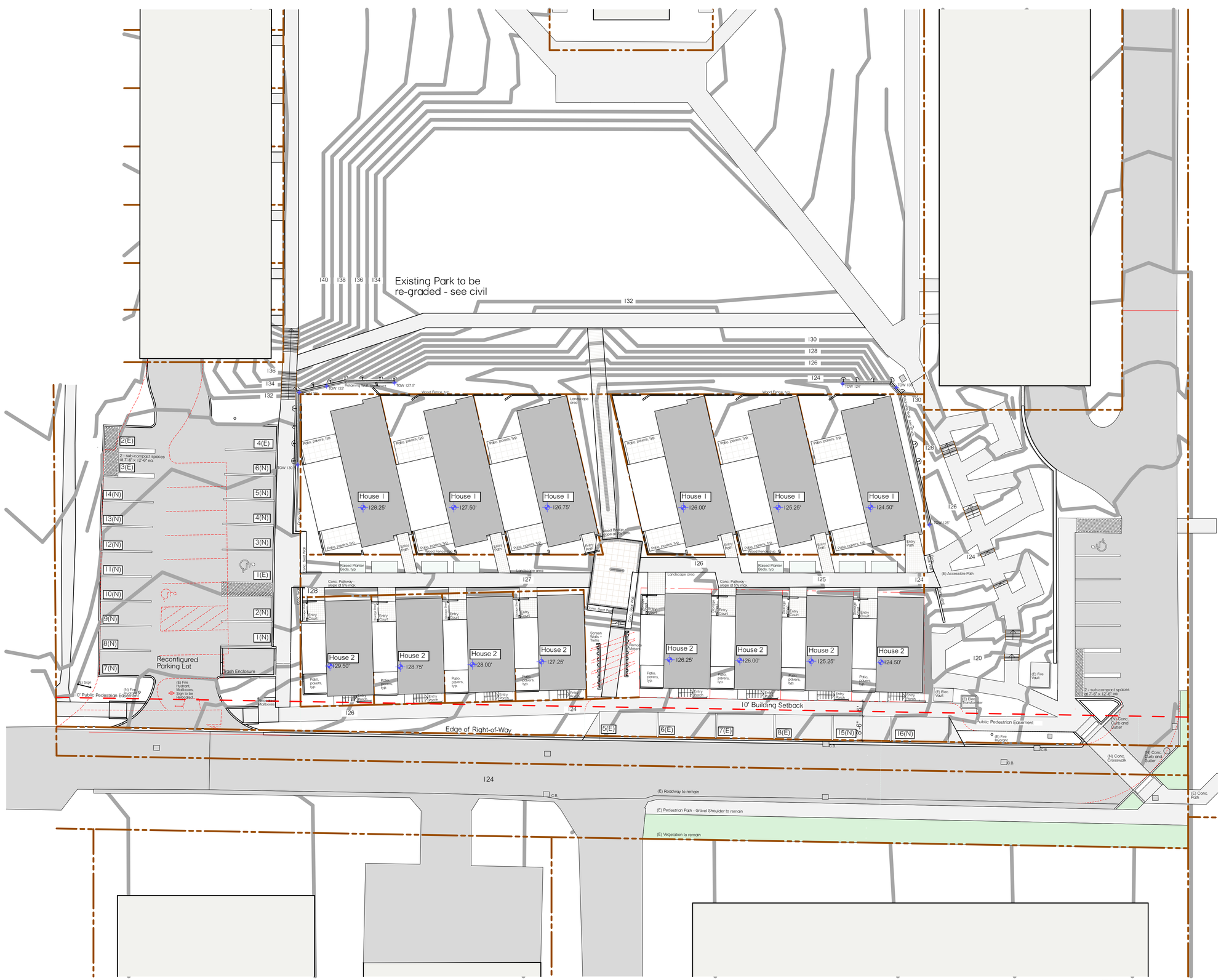
Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Context Photos - Site
1" = 40' UNO
March 17, 2022

A-06

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Context Photos - Site



Site Plan

SCALE: 1/16" = 1'-0"

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

© 2021, Davis Studio Architecture + Design, LLC

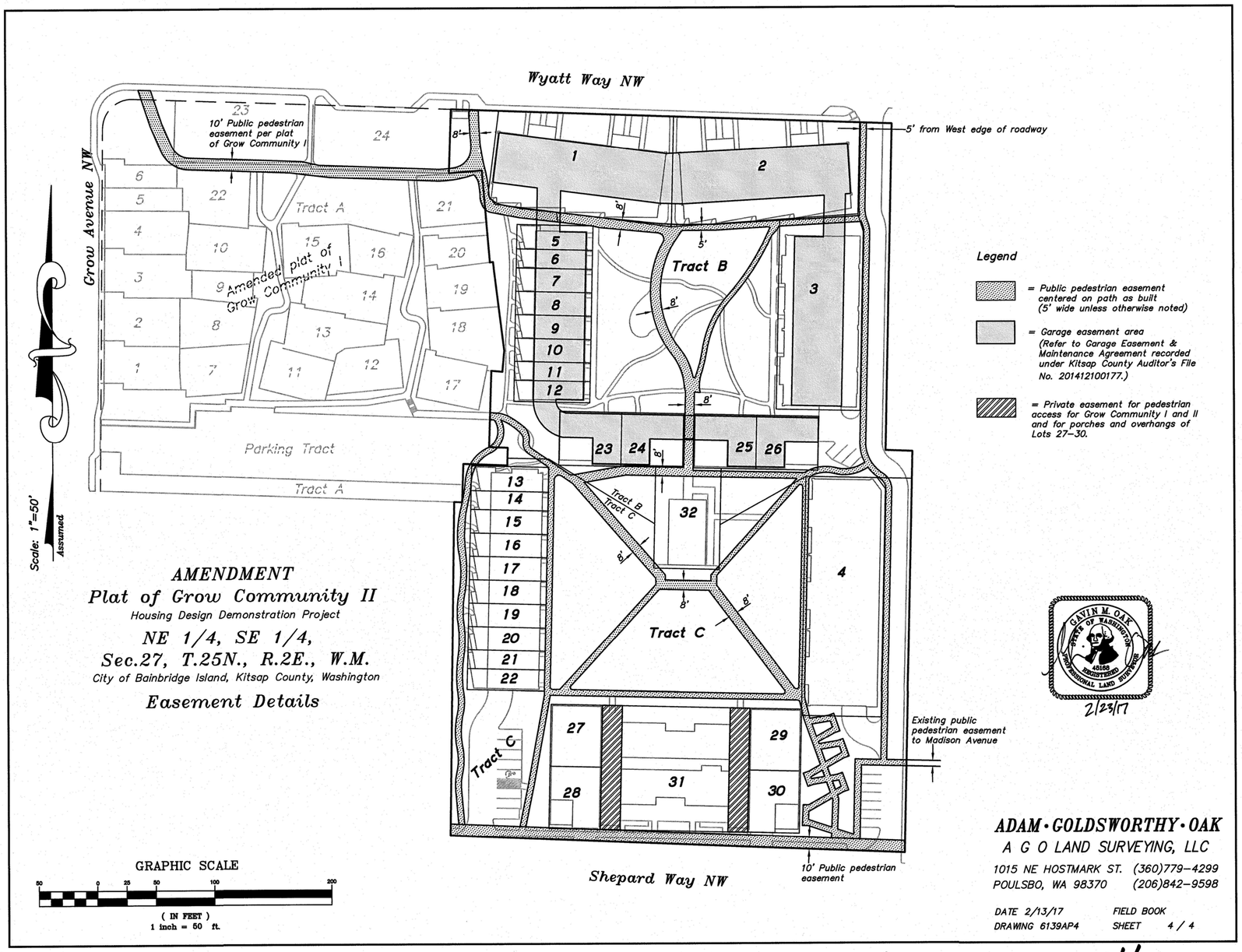
Adjustment to Subdivision
Grow Community - Phase 2B
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Site Plan
1" = 40' UNO
March 17, 2022

A-07

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Site Plan



AMENDMENT
Plat of Grow Community II

Housing Design Demonstration Project

NE 1/4, SE 1/4,
Sec.27, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington

Easement Details

ADAM · GOLDSWORTHY · OAK
A G O LAND SURVEYING, LLC
1015 NE HOSTMARK ST. (360)779–4299
POULSBO, WA 98370 (206)842–9598

DATE 2/13/17 FIELD BOOK
DRAWING 6139AP4 SHEET 4 / 4

20170227002O 34/129

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD davis studio | ARCHITECTURE + DESIGN
Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Existing Plat
1" = 40' UNO
March 17, 2022

A-08

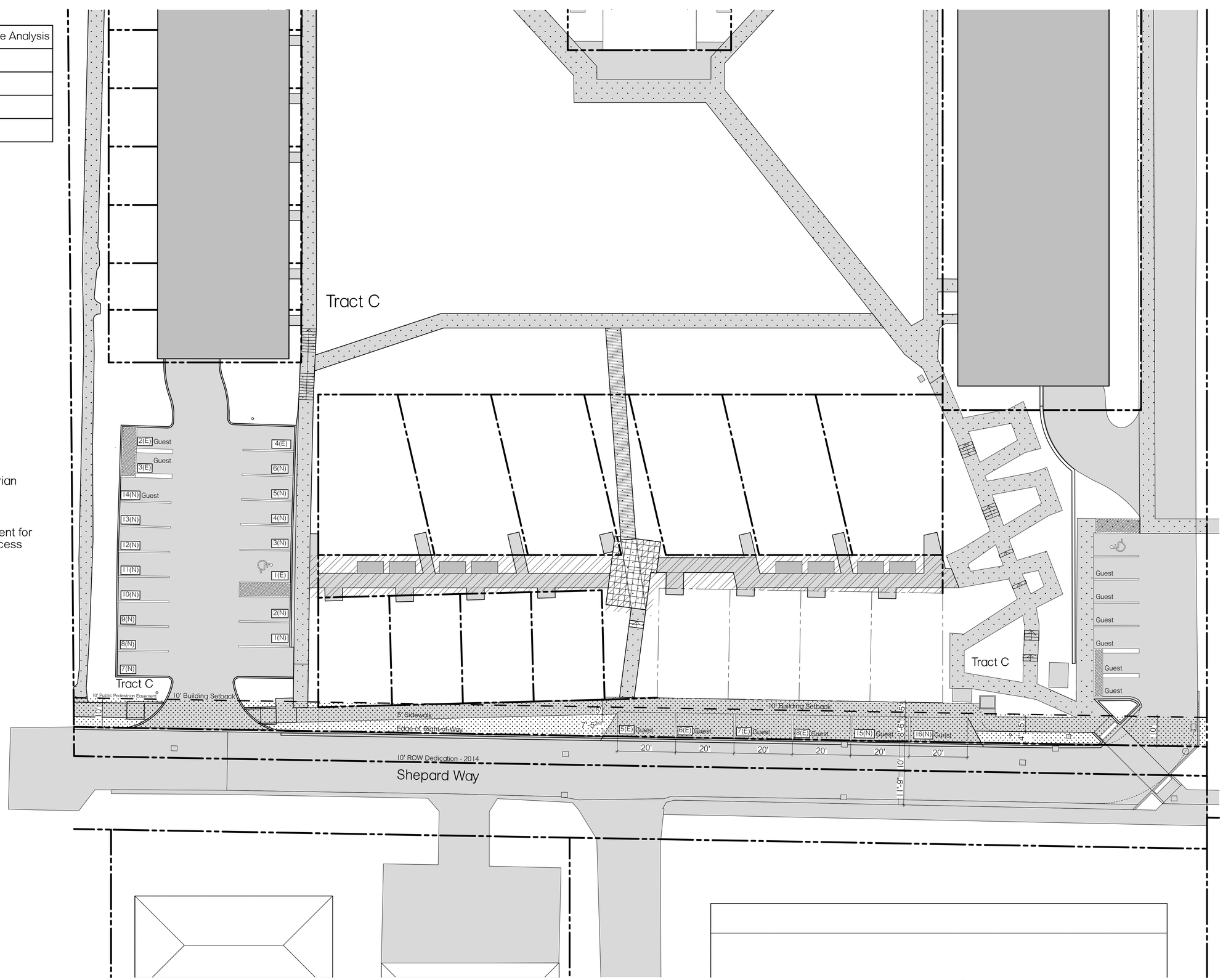
Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Existing Plat

Grow - Phase 3 - Open Space Analysis	
	Area - sf
(E) Open Space	10,765.9
(N) Open Space	10,496. 1

Legend

Public pedestrian easement

Private easement for pedestrian access



Site Plan - pedestrian easement

SCALE: 1/16" = 1'-0"

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

dsAD
davis studio | ARCHITECTURE + DESIGN

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Site - Plat
1" = 40' UNO
March 17, 2022

A-09

Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Site - Plat



Site Plan / First Floor

SCALE: 1/8" = 1'-0"

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

davis studio | ARCHITECTURE + DESIGN

dsAD

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

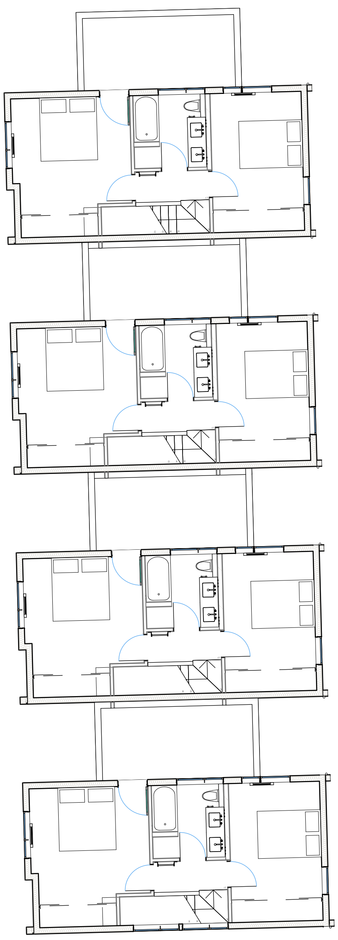
Revision	Date

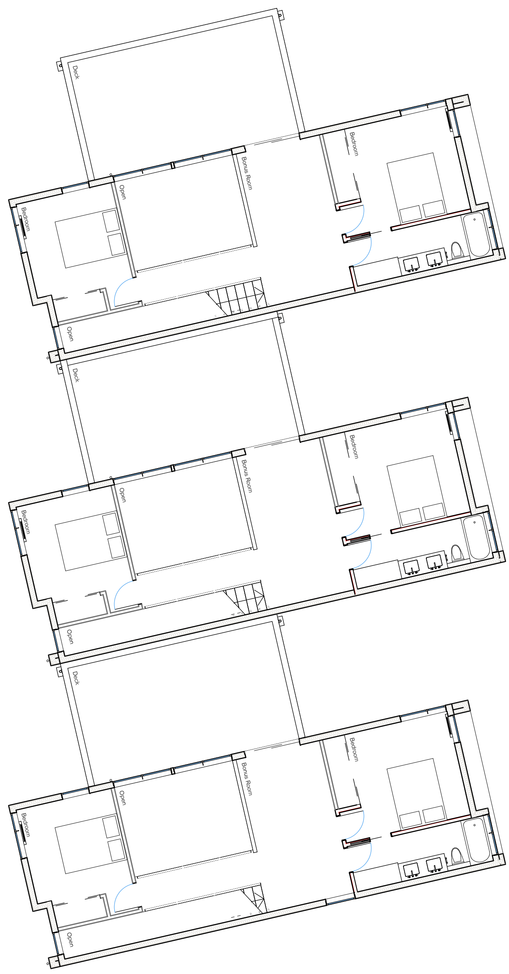
DRB - updated
Site Plan - enlarged
1" = 40' UNO
March 17, 2022

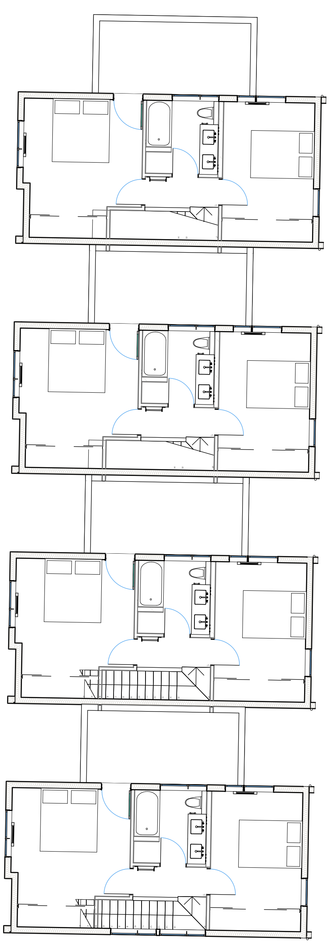
A-12

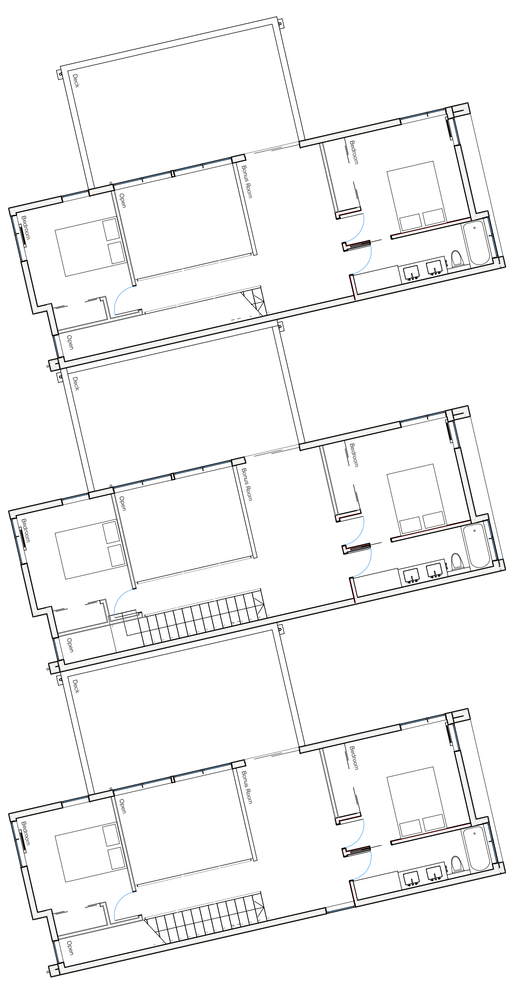
Date Published: Thursday, March 17, 2022 9:59 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Site Plan - enlarged

Date Published: Thursday, March 17, 2022 - 10:09 AM File:\Users\JD\Desktop\Projects\DSAD - Main\GROW PH1- BIG\GROW PH3 - Arch\CAD\GROW PH3 - Bldgs - Second Floor Plan









Second Floor Plan

SCALE 1/8" = 1'-0"

1

A-15

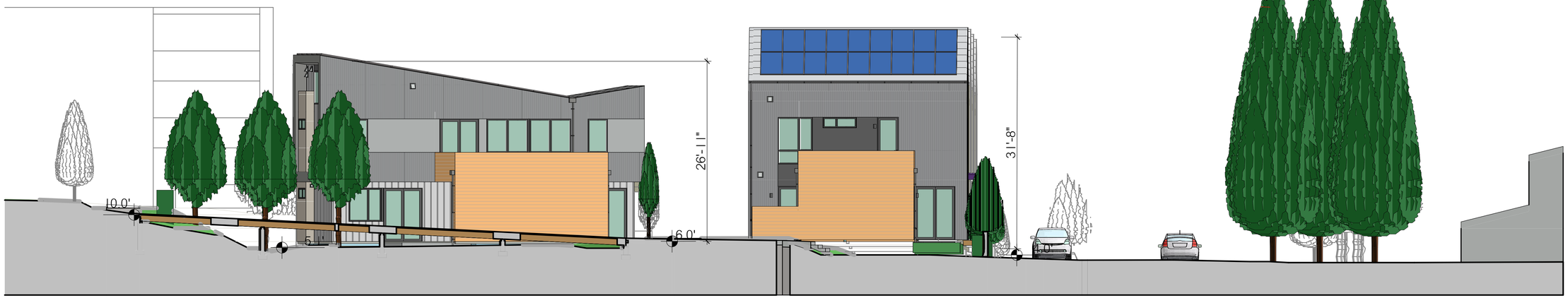
DRB - updated
Second Floor Plan
1" = 40' UNO
March 17, 2022

Revision	Date

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Davis Studio Archtitecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Archtitecture + Design, LLC



N/S Path Section

SCALE: 1/8" = 1'-0"

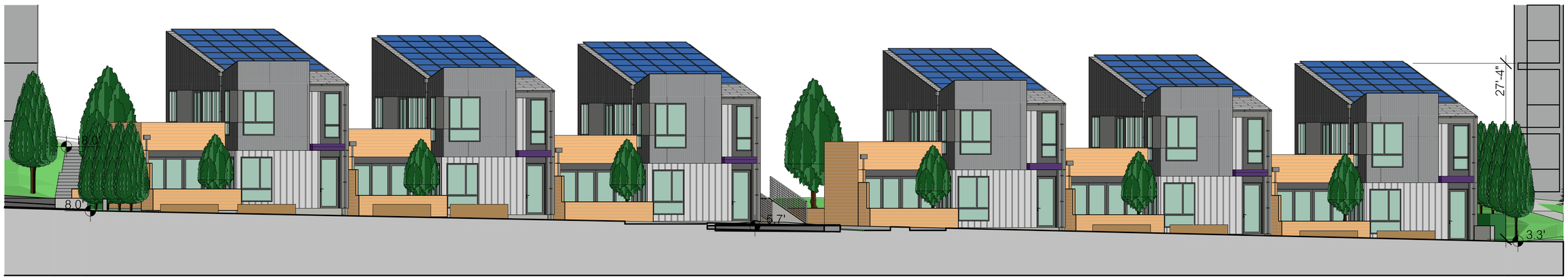
3



Section at Homes

SCALE: 1/8" = 1'-0"

2



E/W Path Section

SCALE: 1/8" = 1'-0"

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)

© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Site Sections
1" = 40' UNO
March 17, 2022

A-14

600

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Site Sections

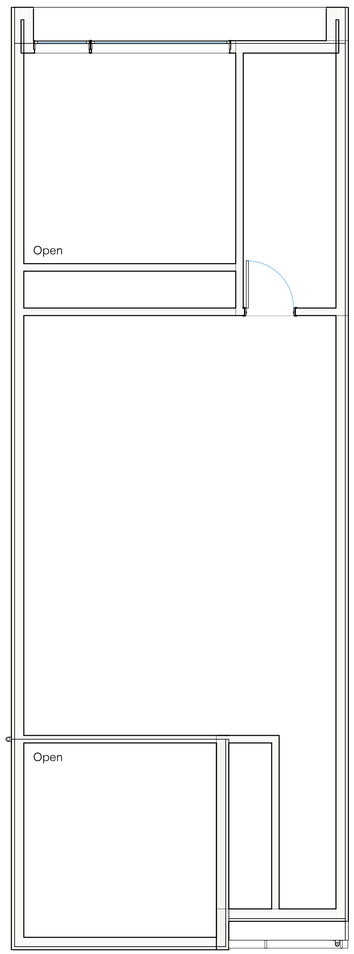


N Elevation IA-4 6
SCALE: 3/16" = 1'-0"

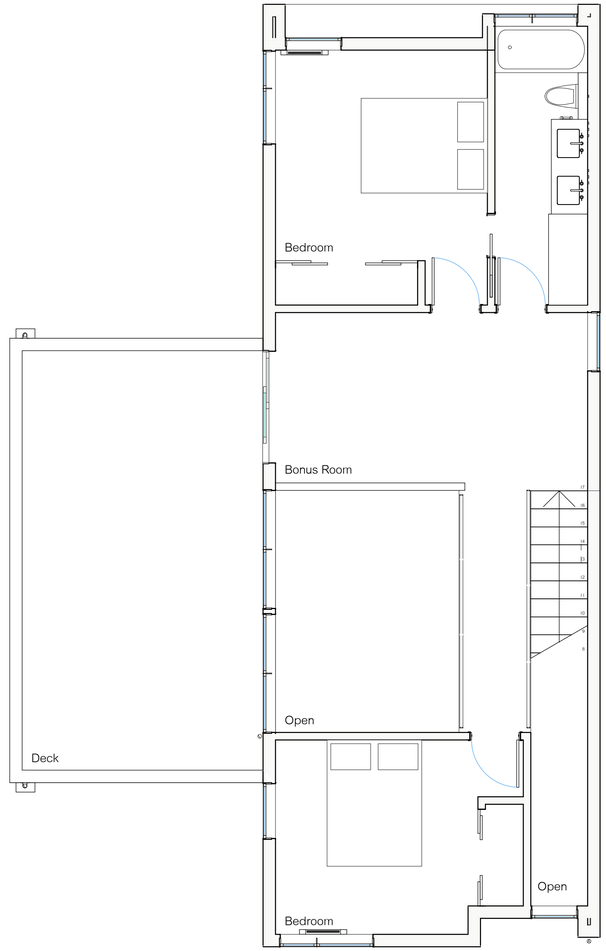
W Elevation IA-4 5
SCALE: 3/16" = 1'-0"



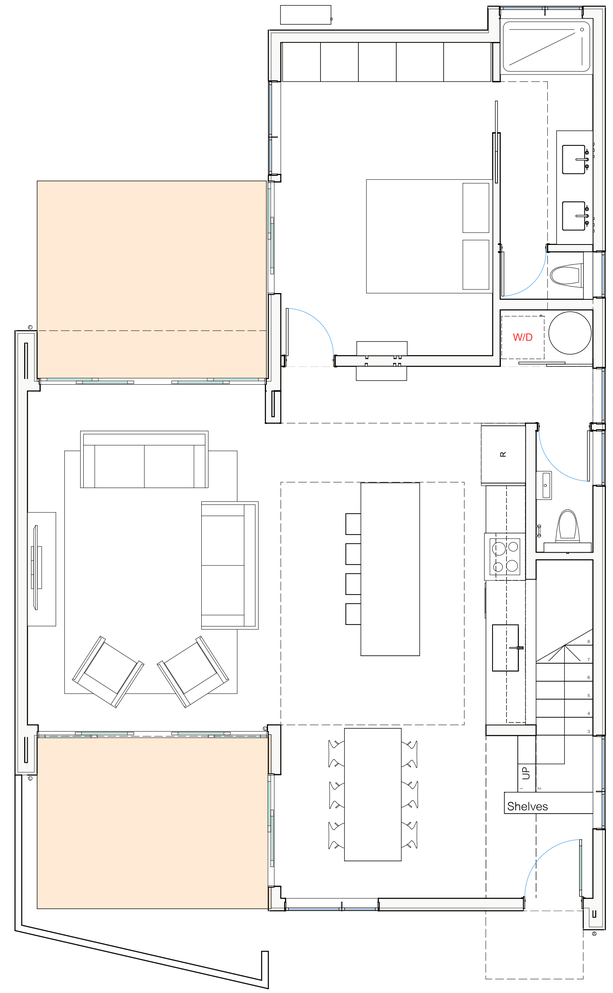
S Elevation IA-4 4
SCALE: 3/16" = 1'-0"



House IA-4 - Loft Plan 3
SCALE: 1/4" = 1'-0"



House IA-4 - Second Floor Plan 2
SCALE: 1/4" = 1'-0"



House IA-4 - First Floor Plan 1
SCALE: 1/4" = 1'-0"

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

dsAD
davis studio | ARCHITECTURE + DESIGN

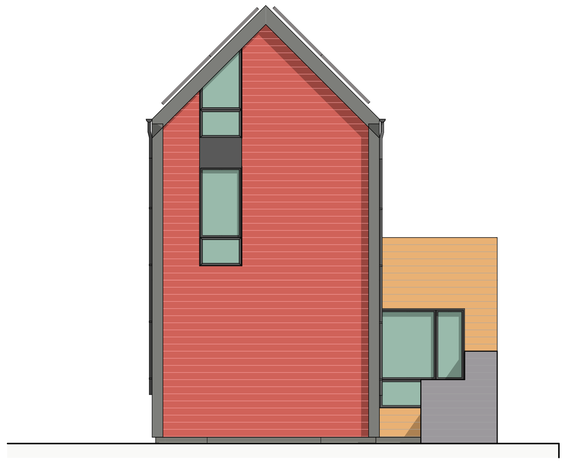
Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
House IA-4 Floor Plans
1" = 40' UNO
March 17, 2022

A-15

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - House IA-4 Floor Plans



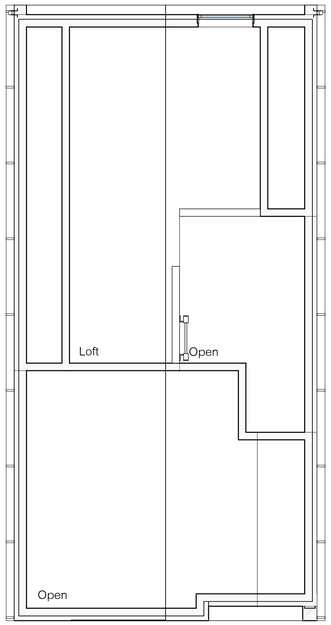
N Elevation 6
SCALE: 3/16" = 1'-0"



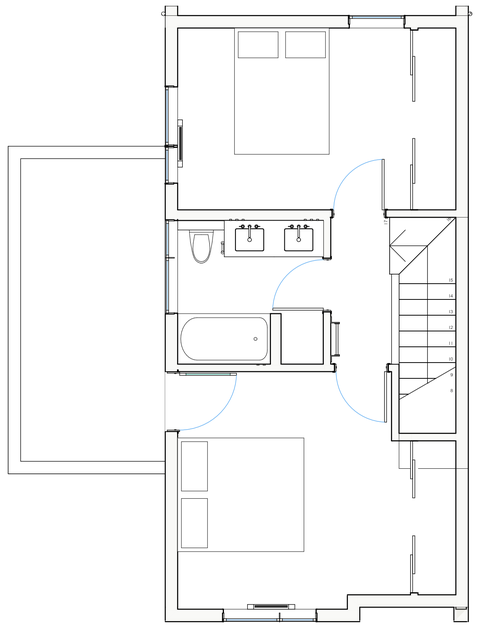
W Elevation 2 5
SCALE: 3/16" = 1'-0"



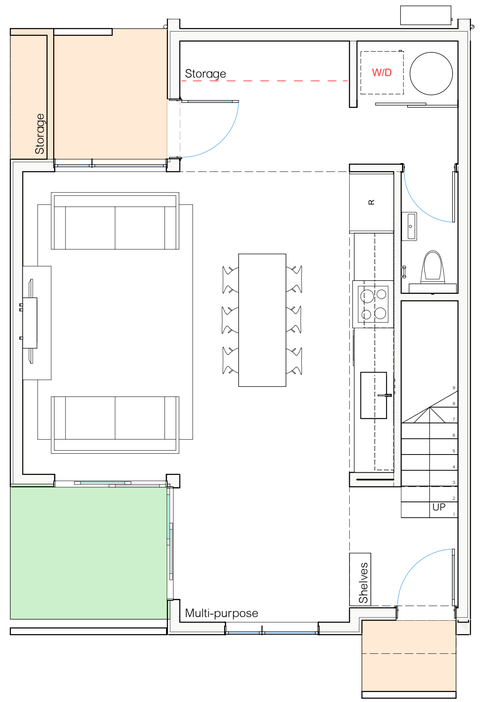
S Elevation 4
SCALE: 3/16" = 1'-0"



House 2 - Loft Plan 3
SCALE: 1/4" = 1'-0"



House 2 - Second Floor Plan 2
SCALE: 1/4" = 1'-0"



House 2 - First Floor Plan 1
SCALE: 1/4" = 1'-0"

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision Date

DRB - updated
House 2 - Floor Plans
1" = 40' UNO
March 17, 2022

A-16

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - House 2 - Floor Plans



street view looking NE

SCALE: 1:100

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Street View
1" = 40' UNO
March 17, 2022

A-17

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Street View

from SE

SCALE: 1:100

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

davis studio | ARCHITECTURE + DESIGN

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
from SE
1" = 40' UNO
March 17, 2022

A-18

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - Arch/CAD/GROW PH3 - BI.pln - from SE



from NW

SCALE: 1:100

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
from NW
1" = 40' UNO
March 17, 2022

A-19

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - from NW



Micro-hood - from west

SCALE: 1: 103.03

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD
davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Micro-hood
1" = 40' UNO
March 17, 2022

A-20

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Micro-hood



Micro-hood - from east

SCALE: 1:103.13

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

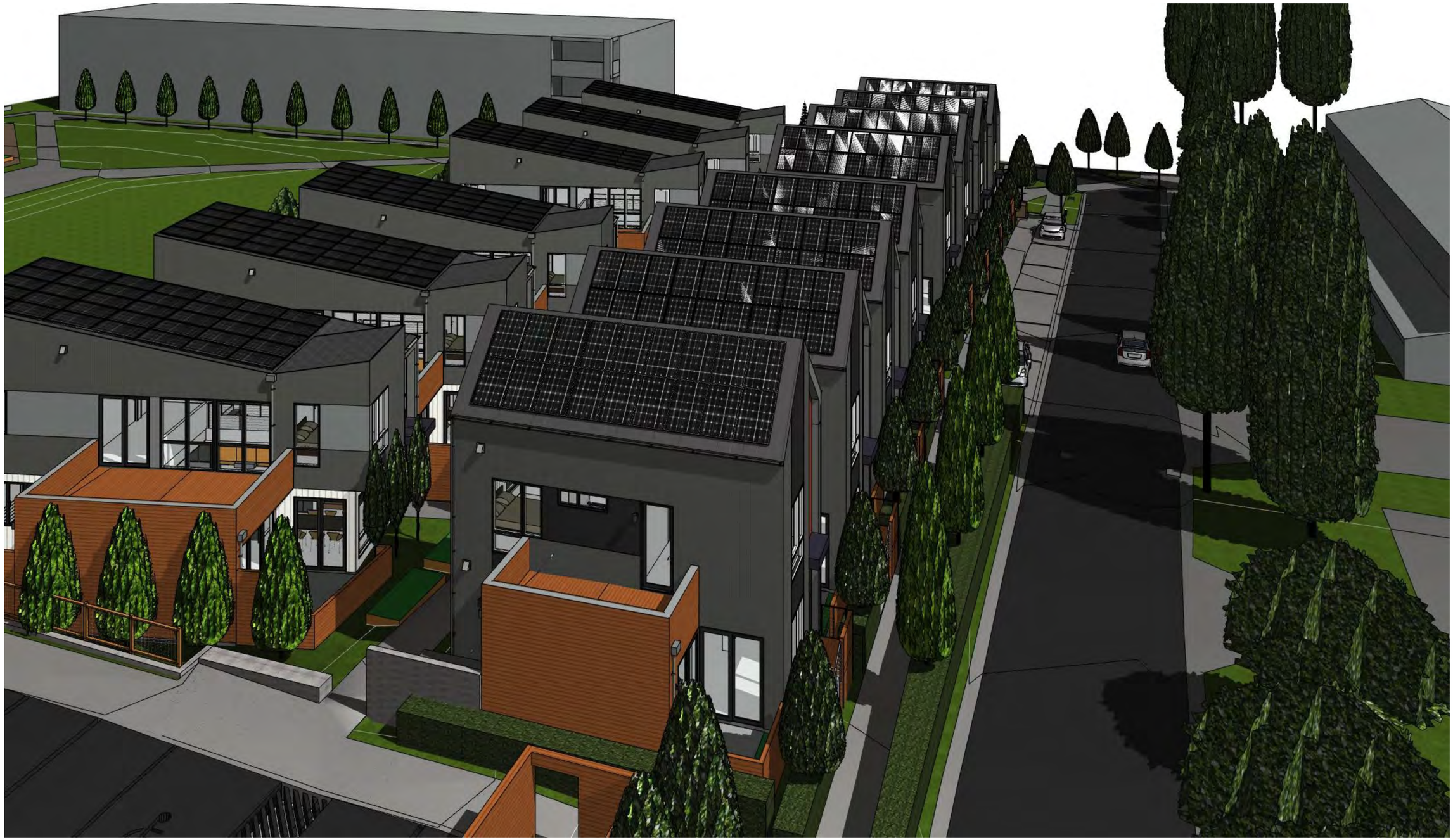
Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Micro-hood 2
1" = 40' UNO
March 17, 2022

A-21

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Micro-hood 2



Sheperd - street view west above

SCALE: 1:100

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD
davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Sheperd - street view west above
1" = 40' UNO
March 17, 2022

A-22

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Sheperd - street view west above



Sheperd - streetview east above

SCALE: 1:100

1

Davis Studio Architecture + Design, LLC
310 Madison Ave S, Suite A
Bainbridge Island, WA 98110
206.842.5543
JD@davisstudioAD.com
davisstudioAD.com

dsAD

davis studio | ARCHITECTURE + DESIGN

Grow Community - Phase 2B (ALT)
© 2021, Davis Studio Architecture + Design, LLC

Adjustment to Subdivision
Grow Community - Phase 2B (ALT)
Bainbridge Island
Washington 98110

Revision	Date

DRB - updated
Sheperd - streetview east above
1" = 40' UNO
March 17, 2022

A-23

Date Published: Thursday, March 17, 2022 10:00 AM File:/Users/JD laptop/Dropbox/ DSAD - Main/ GROW PH3 - BI/GROW PH3 - ArchiCAD/GROW PH3 - BI.pln - Sheperd - streetview east above

Ellen Fairleigh

From: PCD
Sent: Wednesday, November 17, 2021 7:44 AM
To: Ellen Fairleigh
Subject: FW: Hearing for PLN13551

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Tuesday, November 16, 2021 12:28 PM
To: PCD <PCD@bainbridgewa.gov>
Subject: Re: Hearing for PLN13551

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

I am requesting a public hearing for PLN13551.

On Tue, Nov 16, 2021 at 10:13 AM PCD <PCD@bainbridgewa.gov> wrote:

> Good Morning Ellen,
>
> Can you please address these questions related to public hearing?
>
> Thank you,
>
> Marlene Schubert

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Tuesday, November 16, 2021 9:57 AM
To: PCD <PCD@bainbridgewa.gov>
Subject: Hearing for PLN13551

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

21 days after 12 Nov is 3 Dec. If we request a public hearing it could not be then before 24 Dec. Is that correct?

> Since you wouldn't want a hearing *most likely* during Xmas/New_Years, I assume you won't schedule a hearing until some time in 2022. Is that correct?
>
> May we tentatively arrange a hearing after 15 January?
>
> --
>
> Robert M. Abarbanel
>
> bob.abarbanel@gmail.com
> +1 206.499.1443

--

Robert M. Abarbanel
bob.abarbanel@gmail.com
+1 206.499.1443

Marlene Schubert

From: Fredric Hoffer <fhoffer@gmail.com>
Sent: Thursday, November 18, 2021 12:26 PM
To: PCD
Subject: PLN13551l FSUBA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

I would like to support the notice of application for alteration on Shepard way: Grow Community Phase 3.

I live in the 363 Ambrose Ln NW "Sage" condominium in Unit L206 which is one of three units closest to the proposed townhomes. Some of my neighbors are concerned that the traffic calming slow street alteration proposed may limit emergency vehicle access. I am a co-captain of our condo's Map Your Neighborhood emergency planning task force and a physician.

My personal opinion is that our neighborhood will be safer with the slow street proposal. We have had cars speeding through the turn from Shepard Way to Ambrose Ln and they have damaged the curb and the fence. Maintenance of the gardens east and west of Ambrose Ln at present is a perilous undertaking with cars rushing both ways on our narrow lane. Pedestrians, wheelchairs and strollers use this lane to cross an ADA access from the Grow Community to the Pavilion and Madison street beyond. Also pedestrians and bicycles use the historic trail from Shepard Way directly to Madison through the Madison Diner parking lot.

All traffic including emergency vehicles can pass through this slow street and corner both ways one at a time without any obstruction.

In my opinion, the slow street modification will bring back safety to the historic trail and the four year old ADA crossing by decreasing the volume and speed of travel through Ambrose Ln without inhibiting emergency access.

Fredric A Hoffer MD
mobile & text: 206-422-1331
363 Ambrose Ln NW #L206
Bainbridge Island, WA 98110
email: fhoffer@gmail.com

Marlene Schubert

From: Irvine Alpert <irvinealpert@gmail.com>
Sent: Friday, November 19, 2021 11:57 AM
To: PCD
Subject: Notice of application for alteration on Shepard way: Grow Community Phase 3

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

We live at 363 Ambrose Lane in the Sage Building and are writing in support of the proposed alterations to Shepard Way. I write not only as a local citizen but also as a graduate of UC Berkeley's Department of City and Regional Planning. Having reviewed the proposed plan, it seems to me that the neighborhood would benefit from the changes to Shepard Way. One one hand we would benefit from the traffic calming effect especially as it relates to the transition from Shepard to Ambrose Lane. On the other hand, the plans point towards improved aesthetics. Seems like a true win-win.

Irv Alpert

Marlene Schubert

From: Errol Schmidt <errolrobin@msn.com>
Sent: Saturday, November 20, 2021 9:05 AM
To: PCD
Subject: PLN13551lFSUBA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Hello,
I live in the Grow Community in the Lilac Townhomes and have a concern with the proposed Trillium home project, PLN13551lFSUBA. I don't like the idea of the narrowing of Shephard Way. I don't believe that making that a single will lane will allow for emergency vehicles, moving and delivery trucks. The corner where Shephard and Ambrose meet is a safety concern right now. I am against the narrowing of Shephard Way NW.
Thank you,
Robin Schmidt

Sent from Mail for Windows

Ellen Fairleigh

From: Roger Erickson <rericks@gmail.com>
Sent: Wednesday, November 24, 2021 11:57 AM
To: Ellen Fairleigh
Cc: Roger Erickson
Subject: Grow Community Phase 3 Application for Alteration of Subdivision/SEPA Addendum, Permit No. PLN135511 FSUBA SPRA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Dear Ms. Fairleigh:

This pertains to the **Grow Community Phase 3 Application for Alteration of Subdivision/SEPA Addendum, Permit No. PLN135511 FSUBA SPRA**. My comments/questions/requests are as follows:

1.
The Applicant's consideration or plan for accommodating **the parking needs of delivery vehicles, moving vans and other "larger" vehicles** servicing the Grow 2 Community is unclear. My observation is that such larger vehicles frequently park along the north side of Shepard Way near its intersection with Ambrose Lane when accessing of Grow 2 addresses or providing landscaping services to the common areas. Under the proposed alterations, such parking along Shepard Way appears no longer to be available.

2. No **hard surface walkway** extending southwesterly from the front entrance of the Grow Community Center to the reconfigured parking lot south of the Lilac Town Homes (*i.e.,* towards parcel 22) is shown on the Second Amendment Plat of Grow Community II, dated 06/02/2021 at p. 8. Additional information from the Applicant concerning inclusion vs. omission of a hard surface walkway along this route is requested.

3. The **width dimension(s)** of the regular parking spaces proposed for the reconfigured parking lot located south of Lilac Town Homes is requested.

4. Among the additional parking spaces proposed, fourteen1(14) are designated to be reserved for use by Phase 3 residents and two (2) are designated guest spaces. Of these sixteen (16) spaces, **no wheelchair accessible parking space** is proposed. Query: does this meet all applicable ADA standards, state and local laws and regulations, and exemplify forward-thinking best planning practices for the Grow Community Phase 3 project?

5.
Is provision is made for **electrical service to each of the 14 resident-designated reserved parking sites**? The documents in the file do not appear to have addressed this. Given the Grow Community's carefully promoted and valued image as an exemplary, environmentally-responsible community and the nation's emphasis on carbon emissions, prospective purchasers of Phase 3 residences will likely expect such provisions for recharging of battery-powered vehicles. Failure to provide such means of electrical access to each of the proposed reserved parking sites for Phase 3 residents' vehicles would be a serious flaw in the planning process and should be addressed and resolved prior to the final approval of the petition for site alterations. Private installations by owners of electrical service outlets to residents' parking sites following completion of the proposed Shepard Way and parking lot modifications would be inefficient, unnecessarily disruptive and, in all likelihood, prohibitively costly. The continually increasing demand for more "environmentally-friendly" personal passenger vehicles among Bainbridge Island residents, and among United States drivers in general, evidences well the need for such planning and provision.

Thank you for your assistance in assuring the consideration of these questions and concerns.

Yours sincerely,

Roger Erickson
Grow Community Resident

Marlene Schubert

From: Jon Burch <jonhb82@gmail.com>
Sent: Saturday, November 27, 2021 3:02 PM
To: PCD
Subject: PLN13551| FSUBA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Good afternoon,
I am writing to you in regard to PLN13551| FSUBA. I was reviewing the traffic pattern and have a number of concerns/questions:
1. Has the city taken into consideration a potential emergency situation in either the new development or existing Winslow Park Condominiums that may be exacerbated with only a single lane road?
2. has the city taken into consideration traffic stoppage due to moving/trash/recycling trucks utilizing this single lane.
3. Is it the city's intention to maintain the space between the new sidewalk and property line of Winslow Park Condominiums?
4. If the answer to #3 is, yes, how much tax money has the city authorized to be allocated annually to accomplish this?
5. If the answer to #3 is, no, is it the intention of the city to increase the property of Winslow Park Condominiums to maintain this land?
6. If the answer to #5 is, no, is it the intention of the city to mandate that Winslow Park Condominiums maintain the land?
7. If the answer to #6 is, yes, is it the intention of the city to reduce the tax burden on Winslow Park Condominiums to maintain city land?
Given all of these unanswered questions and safety risk of the proposed traffic route I do not believe this project is advisable. Maintaining a two lane road would be the far safer and less costly decision.

Very Respectfully,
Jon Burch
Cell Phone: 480 612 5110
Drill Phone: 360 396 4725
Navy Email: jonathan.burch@navy.mil

Marlene Schubert

From: Robert Abarbanel <bob.abarbanel@gmail.com>
Sent: Sunday, November 28, 2021 3:51 PM
To: PCD
Cc: Mary Elisabeth Abarbanel
Subject: Proposal PLN13551I FSUBA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

We are residents of 363 Ambrose Ln near the corner of Ambrose Ln NW and Shepard Way.

The proposed project, **PLN13551I FSUBA** plans to modify Shepard Way.

The proposed change to Shephard Way will require a deviation from accepted road standards approved by Public Works. The proposed change to Shepard Way is included as part of the project description for the land use currently under review (PLN13551I FSUBA SPRA). The applicant has also applied for a grade and fill permit under City file no. BLD25975 R-GAF.

We object to this proposal for several reasons:

1) **Traffic flow**. As can be seen in the architect's drawing *enclosed*, cars entering the narrow lane will be far apart and unable to communicate with each other.
]
There is no way for a driver of a car entering on Shepard to negotiate with a driver on Ambrose at the turn. The site line on the drawing is far long and the diagram shows it blocked by a tree. In any case, the distance is too far for reasonable safety. Which car will use the single lane first cannot be determined. They are simply too far apart. This will lead to cars having to back up, and can be unsafe if the driver is in a hurry, or fails to see pedestrians.

2) The Shepard/Ambrose intersection is **already too *busy***. The enclosed drawing shows four cars at the end of Ambrose. This is typical. If we further restrict Shepard there things can only get worse. Almost every day, at any point, there are several trash, recycling, furniture or appliance deliveries, repair or service vehicles of all kinds, UPS and Amazon trucks, and the Access bus, not to mention frequent parking by day care parents for the adjacent facility, picking up and dropping off children. The existing guest parking at that intersection is often full; so trucks often just stop,and then are partially blocking Shepard. With a single lane, they will simply block the street completely.

3) **Emergency vehicles** will have a tough time when they need access to Ambrose from Shepard, or from Shepherd to Ambrose. Ambrose is narrow, especially where it sharply turns midway between Wyatt and Shepard. Today, before any changes, emergency vehicles face challenges at this location with the narrow corner, the already parked cars, and previously mentioned congestion, Narrowing Shepard will further restrict Fire and ambulance access to both *residents in Grow and along Shepard*, including those the new development.

4) **Parking** for the new development appears to be a significant issue. They will need at least 12 parking slots including at least 1 handicapped slot. And they need additional slots for service and other vehicles. In order to achieve this the design adds 4-5 splots right on the proposed narrow section of Shepard.

Additional residents with cars on the Grow 3 development will **add further stress** to this already narrow passageway. In fact, these residents will not be able in most cases to park near their own houses, so deliveries will likely increase further adding vehicles to Shepard way. We also feel that the allotted guest parking for the new residences is inadequate and unrealistic.

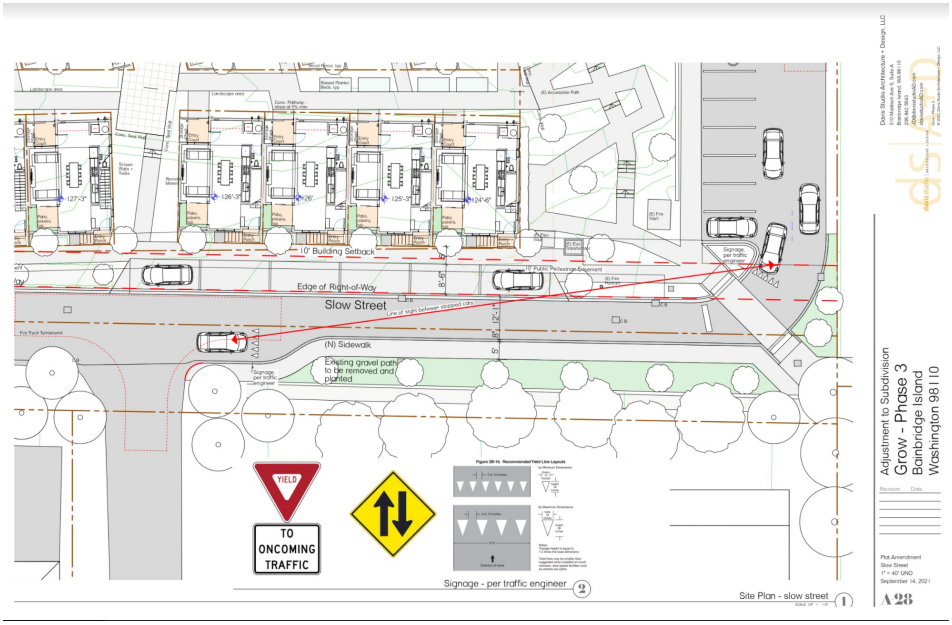
This introduces additional issues for that single lane since cars have to parallel park. Those drivers will impede traffic in both directions and the cars may find they are running into each other if 2 people are parking and leaving parking at the same time.

Additional residences will add additional vehicles to the already packed lots at both ends of the development. These two non-resident lots usually both have 4 to 5 vehicles in them during the day and often a total of 4 at night as well.

We believe that community safety is more at risk if the street is narrowed to one lane, than if it left as is.

Thank you for your consideration.

Mary Beth Abarbanel
Robert M. Abarbanel, MD, PhD
363 Ambrose Ln NW Unit L-105, Bainbridge Island, WA 98110
206.499.1443



--

Robert M. Abarbanel
bob.abarbanel@gmail.com
+1 206.499.1443

Marlene Schubert

From: Bobbie Burkholder <bobbiesoutoftown@gmail.com>
Sent: Sunday, November 28, 2021 5:42 PM
To: PCD
Cc: Dana At Winslow Park; Linda Blanchard
Subject: Permit#PLN13551 FSUBAI SPRA

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Dear Ms. Fairleigh:

Regarding proposed Grow Community Phase 3, alteration to Shepard Way NW:

I have lived in the Winslow neighborhood for over 35 years and currently reside at Winslow Park on Shepard Way. I want to say here that I applaud the City's traffic projects up *to* the prposed reduction of Shepard Way NW.

The legacy arterial between Wyatt Way and Shepard Way, called Government Way, was a proper 2-lane access. This was reduced to an "alley"-type passage to the east side of the GV property (Ambrose) when Grow Village Phase 2 was completed. Now, a further reduction of access is proposed. This proposal is made despite the Phase 2 increase in traffic. The additional Phase 3 traffic increase to the neighborhood would be unacceptable with the presented configuration.

Questions:

What is the height of the proposed Phase 3 housing above original, existing grade?

Who in BI emergency services weighs in on this proposal?

What is the justification for reconfiguring the pedestrian right of way from along Shepard to Madison Ave.?

The Grow Village Phase 3 plan does not accommodate the current neighborhood traffic or the additional traffic generated by 14 proposed single family units. Our daily traffic includes- delivery vehicles, moving vans, garbage trucks, service equipment, cars, bikes and pedestrians, the smooth flow of which is restricted in this proposal. Further, this proposal does not encourage "traffic calming". Reducing a portion of Shepard to 1 lane is called a bottleneck and would result in traffic stress.

I am currently against this proposal and would like to attend a hearing on this matter.

Respectfully yours,

Bobbie Burkholder
206.866.8967
bobbiesoutoftown@gmail.com

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Tuesday, November 30, 2021 9:49 AM
To: Ellen Fairleigh
Subject: Grow Community Phase 3
Attachments: Memorandum in Opposition to.docx

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Dear Ms. Fairleigh:

I live in the Grow II Community, and I have the right to vote as a member of the Grow II Neighborhood Association (the "Association"). The amendment to the Grow II CC&R's upon which this Application depends recites that 67% of the members of the Association have consented to the amendment, but no consents have been requested or obtained from the members. Consent of 67% of the members is required for the modification of the CC&R's needed for this project to proceed.

I request that this Application be suspended, pending consent of 67% of the members and correction of the records of Kitsap County.

I further request that I be allowed to submit the attached memorandum detailing this issue for inclusion in the record of this proceeding.

Respectfully yours,

Henry J. Mohrman, Jr.

Memorandum in Opposition to
Application for Alteration of Subdivision/SEPA Addendum
Permit Number: PLN13551I FSUBA
SPRA
Project Name: Grow Community Phase 3

This opposition is filed before the City of Bainbridge Island, Department of Planning & Community Development (the "City"), with respect to the above referenced application for Alteration of Subdivision/SEPA Addendum, Permit Number PLN3551I FSUBA, SPRA relating to the Grow Community Phase 3 (the "Application").

I respectfully request that the Application be suspended pending consent of 67% of the members of the Grow II Neighborhood Association (the "Association") for the reasons stated below.

1. My name is Henry J. Mohrman, Jr. I reside at and own with my wife in community Unit L-304 of the Sage Condominium, 363 Ambrose Lane NW, Bainbridge Island, Washington 98110. The Sage Condominium is part of the Grow Community II. Accordingly, I have standing to bring this opposition to the City.

2. I have the right to vote on matters presented to the members of the Association under Section 4.5 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Grow Community II, filed June 18, 2015 in Kitsap County (the "CC&R's").

3. The Application is predicated on Amendment No. 7 to the CC&R's ("Amendment No. 7), dated April 29, 2021, purporting to "change the unbuilt portion of Phase 2 of Grow Community II", which amendment required the approval of 67% of the votes in the Association under Section 15.3 and Section 15.5 of the CC&R's.

4. As an owner and voter in the Association, I am materially and adversely affected by the alteration of the subdivision, by the following elements, and others not yet identified. First, the alteration rescinds the dedication of a 10-foot right of way to Shepard Way NW, which expanded Shepard Way to its current width, necessary for traffic flow in and out of the Grow II community and access to the development by emergency vehicles. Second, the alteration rescinds the 10-foot public pedestrian easement adjacent to the right of way, necessary for safe pedestrian passage through the Grow II property along Shepard Way. I use Shepard Way for ingress and egress from my property in the Sage Condominium, and I use the path along Shepard Way to walk in the neighborhood.

5. Amendment No. 7 recites in its preamble that it is “approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association . . . “

6. No vote of the owners of the Association was ever held.

7. No consent of the owners of the Association was ever requested.

8. No consent of 67% of the votes in the Association was ever tallied.

9. I was never asked to participate in an election to vote on the Amendment, nor asked to consent to the Amendment. I have not consented to the Amendment.

10. The opinions of counsel for the project submitted to the City on July 8, 2021 and October 27, 2021 do not recite the fact that no consent was obtained, nor claim that the recitation in Amendment No. 7 was unnecessary.

11. Neither counsel for the project nor counsel for the City has suggested that Amendment No, 7 be corrected in the records of Kitsap County to reflect the fact that no consent was obtained.

12. This defect in the Amendment taints each and every submission to the City from Bainbridge Community Development LLC and Bainbridge 14 LLC. In particular, Bainbridge 14 LLC has no standing to make submissions to the City, because its purported interest in the subdivision depends upon the defective Amendment.

13. This Application should be suspended until the necessary consent of 67% of the votes in the Association has been obtained.

Respectfully submitted,

Henry J. Mohrman, Jr.

363 Ambrose Lane NW
Unit L-304
Bainbridge Island, WA 98110

Marlene Schubert

From: Sherry Burke <sherryeburke@gmail.com>
Sent: Wednesday, December 1, 2021 2:19 PM
To: PCD
Subject: Grow Community Phase 3 PLN13551 FSUBA PLN13551 SPRA

I am resident of the Grow Community residing at 417 Ambrose Ln. I strongly object to the slow street design on Shepard. I feel it will have a negative impact on the residents that use Ambrose LN for ingress/egress, especially at the corner of Shepard and Ambrose. I do not see the point of having a "slow street" on less than half the length of Shepard. The distance involved is too short to have much of an impact on slowing traffic, as soon as non residents turn on to Ambrose they will speed up to Madison, as is done now. I would suggest a few speed bumps on Shepard would dramatically slow the traffic, yet still allow for large vehicles, trucks, waste management, etc to continue to make the turn at Ambrose and Shepard. I also would look into the feasibility of a sidewalk,yet keep the road as is.

Sherry Burke
CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Dana Amore <winslowpark249@gmail.com>
Sent: Wednesday, December 1, 2021 2:40 PM
To: PCD
Subject: PLN135511 FSUBA

To whom it may concern,
I am an owner at Winslow Park Condominiums. There are 38 units at Winslow Park that use Shepard Way. Typically, about 1/3 of our units are rented with turnover and yearly moving truck traffic. The traffic lane adjustment as proposed at Shepard Way, Grow Phase 3 has a high likelihood to be a traffic problem for Winslow Park Condos as cars could back up and block the entrance to our complex. I was out of town for the holidays and the review period appears to be ill timed for maximum neighbor input.
Was a traffic study conducted? Is the study available to the public?
When will there be an opportunity to hear from the developer and city on what is proposed and if there will be any community input review?
Thank you,
Dana Amore
CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Marja Williams <marja@urbanoranje.com>
Sent: Thursday, December 2, 2021 10:13 AM
To: PCD
Subject: Grow Phase 3 Comment PLN135511I FSUBA

I am writing to comment on the Grow Phase 3 (PLN135511I FSUBA) proposal. Specifically, I would like to advocate for the proposed modifications to Shepard Way at the southeast corner of the site.

I walk from my home at Grow Community to town 2-3 times per day and use the trail across Shepard at that corner each time. This is the main walking route to town for all 250+ people living in my neighborhood and it is heavily traveled at all times of the day. Pedestrians must cross the street, in conflict with automobiles using Shepard as a through-street to travel north to Wyatt Way. Often, drivers are not aware of pedestrians and do not slow as they turn the corner to head north. This can be dangerous to pedestrians, especially now in the late afternoon/evening as it is quite dark throughout the winter.

With the high volume of pedestrians crossing Shepard at the turn, and with new homes proposed along Shepard, I would highly recommend traffic calming measures as proposed by this application to ensure safe pedestrian crossing.

Regards,
Marja Williams
437 Seed Path NW
Bainbridge Island

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Jim Stearns <jimstearns206@gmail.com>
Sent: Thursday, December 2, 2021 1:23 PM
To: PCD
Subject: Grow Community Phase 3 Permit No. PLN135511 FSUBA SPRA

To: Ellen Fairleigh, COBI Planning and Community Dev <pcd@bainbridgewa.gov>

Dear Ms. Fairleigh:

My comments center around non-resident motor vehicle access to Grow Phase 3.

Not just Grow 3, but also motor vehicle access to nearby portions of Grow Phase 2, in particular:

- the existing "Lilac" building immediately to the north of Grow 3's motor vehicle area, and
- the existing Hart Community Center (Building 32 on Tract C of the Plat Map)

Context:

- There currently is a motor vehicle surface area to the east of the proposed Grow 3 units, at the corner of Ambrose and Shepard, consisting of 7 parking spaces, including 1 ADA. The spaces are designated as Guest Spaces. This plan proposes no changes to this area.
- There currently is a motor vehicle surface area to the west of the proposed Grow 3 units, with 8 spaces, including 1 ADA. All are currently designated as Guest Spaces, and under this plan, will continue to be so designated.
- Under the proposed plan, 10 spaces will be added to this “Grow 3 Motor Vehicle Area” on the west: 8 for Resident Spaces and 2 for Guest Spaces.
- This plan proposes to convert Shepard Way to one lane and to build 6 parking spaces on the northern side of this single lane. All would be dedicated to Grow 3 Resident Spaces.
- The last two points are summarized in this Parking Analysis table copied from Page 12 of the Project Analysis [1]:

Proposed - Phase 3

Building / Parking area	No. of Units	Resident Spaces	Guest Spaces
Phase 3 - proposed			
Single Family Townhouses	14		
Surface Parking - west		8 (N)	2 (N)
Surface Parking - east			
Street Parking - Shepard		6 (N)	
	Units	Resident Spaces	Guest Spaces
Total - Phase 3	**14**	**14**	**2**

(“Surface Parking – west” == “Grow 3 Motor Vehicle Area”)

Comments:

1. The Shepard Way spaces are “Resident Spaces”, which I understand to mean reserved for residents and not available for general public use.
2. The plan uses the term “Guest Spaces”. It is true as far as it goes but fails to encompass all the uses for these spaces beyond guests: fire department emergency access, deliveries, contractors, service providers, and move-in/move-out vehicles. A better term is “Multi-Purpose Spaces”.
3. This plan adds only two new Multi-Purpose Spaces to accommodate all non-resident motor vehicle uses that these 14 units will require (see table above).
4. I note that the "Fire Dept Review" Approval Step is not yet completed. The Fire Department's requirements may have impacts:

    1. It is likely that the Grow 3 Motor Vehicle Area will be required for emergency vehicle access not only for Grow 3 but also for the southern portion of the Grow 2 Lilac townhomes.
    2. Will the Fire Department require a dedicated space for fire access only? And a space for emergency vehicle turnaround? These were accommodations made in the motor vehicle area for Grow 1.
    3. One note in passing: It is also possible that the Fire Department will insist that this Grow 3 motor vehicle area be named in order to facilitate identification in the event of an emergency.
5. It appears that minimal accommodation is made for parking for non-resident attendees at the Hart Community Center.
    1. In earlier plats, a pathway was shown leading from the Grow 3 Motor Vehicle Area to the Community Center. That pathway no longer appears in the proposed plat.
    2. And even if there were a pathway, eight multi-purpose spaces seem inadequate for a center with a capacity over 100; adding two spaces is a minor improvement.
    3. It may very well be that the City of Bainbridge Island does not require parking for this purpose - that the community center is intended primarily for nearby, walk-in attendees. That may be a reasonable specification, but if so, that non-requirement should be made explicit.
    4. The Grow 3 Motor Vehicle Area is the last opportunity to address non-resident access by motor vehicle to the Hart Community Center.
6. The Parking Analysis on Page 12 of the Project Analysis [1] uses the metric of "Spaces per Unit – including Guest".
    1. A better metric would be to take the resident spaces out of the equation and to measure the demand on multi-purpose spaces by calculating Residential Units per Multi-Purpose (Guest) Space.
    2. I reverse the numerator and denominator so that a larger number indicates greater demand on each multi-purpose space.
    3. When this metric is applied to the parking analysis:

Grow Phase	Units	Multi-Purpose (Guest) Spaces	Units/MP-Space
Phase 2 as-built – to date	77	37	2.1
Phase 3 proposed	14	2	7
Total	91	39	2.3

In conclusion, I raise the concern that the current plan does not provide enough multi-purpose motor vehicle spaces to support the 14 residential units proposed for Grow 3.

Jim Stearns
464 Seed Path NW (Grow 1)
Bainbridge Island, WA 98110
jimstearns206@gmail.com

Reference:

[1] 13551I FSUBA SPRA Grow Community II - Project Analysis for Second Plat Amendment - FINAL 060221, Page 12

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Demi Allen <allendbi@comcast.net>
Sent: Thursday, December 2, 2021 1:49 PM
To: PCD
Subject: Grow Community Phase 3 and "Slow Street" section on Shepard Way (Project: PLN13551I FSUBA)

Attn: Ellen Fairleigh, Planner

I am a resident of Grow Community, and my address is 368 Wills Lane NW. I was a member of the City's Multimodal Transportation Advisory Committee from 2013-2019. (I am also the President of Squeaky Wheels, the Bainbridge Island bike advocacy group, but I am writing these comments in my individual capacity, not on behalf of the organization).

I write to express my support for the Grow Community Phase 3 project, and in particular the "Slow Street" aspect of the design at the east end of Shepard Way. Innovative traffic calming designs are often subject to attack because they are different from what people (especially people in the United States) are used to, but I believe we should use more approaches like this to slow car speeds and make conditions in residential areas better for people walking and biking. Focusing solely on whether cars can move unimpeded through an area is thinking we need to leave behind, in my opinion.

The Ambrose Lane/Shepard Way corner is a low-volume, low speed street, and while the addition of 14 residential units will modestly increase the traffic in the vicinity of the project, the revised project design will have less impact than the original plan to build 22 units. To the extent there are any concerns about high-speed travel through this area, the Slow Street design will help moderate that, though the existing 90-degree turn already requires drivers to slow significantly to pass though the area. I do think clear signage will be necessary to help users get accustomed to the Slow Street section and use it as intended, and I do not think the proposed signage will be adequate – a sign the clear says "Approaching one-lane road section – yield to oncoming traffic" or messaging to that effect will put users on clear notice that they are entering an area where special care must be taken. With adequate, clear signage, I believe users will be able to navigate this area without significant conflict.

One other comment regarding the overall project is that I hope at least one guest parking space in the parking lot to the west of the new residences will be provisioned for power to enable the placement of an EV charger for a shared electric vehicle. At a minimum, this would mean running conduit from a power source with a community meter to the guest parking space. This would enable to an electrician to easily provide power to an EV charging station in the future if a viable shared electric vehicle arrangement for Grow Community (and perhaps other area residents) can be arranged. A shared EV arrangement would help mitigate any concerns regarding limited parking spaces.

Thanks for considering my comments, and feel free to reach out to me if you need anything further.

Sincerely,

Demi Allen

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Linda Packard <Laughingcamel@msn.com>
Sent: Thursday, December 2, 2021 9:52 PM
To: PCD
Subject: Re Grow Community Proposal: PLN13551I FSUBA

The serious concerns I have about the Grow Community's Proposal (PLN3551I FSUBA) for Shepard Way NW are:

1. The Shepard Way NW restriction from two-lanes to one-lane is dangerous and will affect the access of emergency vehicles, garbage vehicles, delivery and other large vehicles, such as moving vans, for not only the Grow Community and the Winslow Park Condo Complex but the rest of the neighborhood along Shepard Way NW.

2. The increased traffic along Shepard Way NW will be created by the increased population of the Grow Community's proposed single-family dwellings and 1 tract building. Restricting Shepard Way NW to one-lane will only increase the problems already created by the Grow Community along the east side of the Grow condo complex. By narrowing what used to be the two-lane John Adams Lane, connecting Shepard Way NW to Wyatt Way. John Adams Lane was narrowed to alley width and renamed Ambrose Lane NW.

   The 90^{o} turn where Shepard Way NW turns onto Ambrose Lane already is a problem. When there's a delivery van or window washing or construction repairs along Ambrose Lane, drivers don't know about the blockage to Wyatt Way until they get to Ambrose Lane's dogleg between buildings and entrance to the parking garage. The access problems will increase with increased traffic and the restrictions proposed for Shepard Way NW.

3. The proposed stop sign at the Winslow Park entrance would create another congested spot along a one-lane street.

4. Why would the Grow Community proposal restrict the Winslow Park side of Shepard Way NW? Can they legally restrict an area that is not part of their property?

5. It makes more sense to leave Shepard Way NW as a two-lane street and for the Grow Community to develop space for parking on the Grow Community property.

6. What are the heights of the proposed Grow single-family housing and the 1-tract building? Is any additional street lighting proposed for along the area of Shepard Way NW in question?

7. Shepard Way NW is also a pedestrian and commuter path link to Wyatt Way and Madison Avenue N. The path link would be adversely affected by the Grow Community's proposal. With more traffic it would be more difficult and dangerous for pedestrian and bike traffic to use Shepard Way NW.

Shepard Way NW is already a slow street! There is no need to make navigation through this area more difficult and hazardous for the residents.

Thank you,

L. M. Packard
255 Shepard Way NW
Bainbridge Island, WA
206 324 1516

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: philippe boucher <philippeboucher2@gmail.com>
Sent: Friday, December 3, 2021 9:52 AM
To: PCD
Subject: request for public hearing for Grow Community Phase 3

This email is to request a public hearing about the project on Shepard Way named Grow Community Phase 3.
At this point it's hard to figure out the impact of the 14 family units now planned and more details are needed.
How different is this variant from the initial project?
Thank you
Philippe Boucher
The Olympian
370 Grow Avenue
Apt B12
Bainbridge Island
WA 98110
Not so far away neighbor but we did not receive any mail about it.

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Friday, December 3, 2021 12:27 PM
To: Ellen Fairleigh
Subject: Re: Grow Community Phase 3

Dear Ellen,

The correct citation to the Declaraton is Section 15.2 not Section 5.2. I regret this typographical error.

Thank you again for your assistance.

Sincerely,

Henry

Le ven. 3 déc. 2021 à 12:06, Henry Mohrman <hjmohrman@gmail.com> a écrit :

> Dear Ellen:
>
> I am forwarding to you a copy of the minutes of the Grow II Neighborhood Association (the "Association") meeting held on June 22, 2021, for inclusion in the record of this proceeding. A portion of the minutes addressed Amendment 7 to the Declaration, an important document in this proceeding. That portion recites:
>
> "An error was noted in the amendment reading that 67% of owners consented. This is inaccurate as the amendment does not require owner consent. Joie Olsen confirmed that the attorney is aware of the error and is correcting it."
>
> That was in June. It is now December, and no correction of the error has been filed with the City, nor has an opinion of counsel for the owner been filed with the City stating that the rescission of the dedication of a 10-foot right of way to Shepard Way NW and the 10-foot public pedestrian easement have "no material adverse effect up on (sic) any substantive rights of any Owner and does not adversely affect the title to any Lot or Condominium Unit . . . " as required by Section 5.2 of the Declaration, in order to amend the Declaration without the consent of 67% of the owners.
>
> These minutes confirm that this proceeding should be suspended until the corrected Amendment 7 is filed and recorded in Kitsap County as well as in this proceeding, and the necessary opinion of counsel is filed in this proceeding.
>
> With the record corrected, as I have requested, the City can take up the question whether the project should proceed absent the consent of 67% of the owners in the Association.
>
> I contend that the proposed changes to Shepard Way and the public pedestrian easement do materially adversely affect me and possibly other owners in the Association and the City. Accordingly, The City should not allow the project to proceed as it has been proposed.
>
> Respectfully submitted,
>
> Henry J. Mohrman, Jr.

Le mer. 1 déc. 2021 à 11:35, Henry Mohrman <hjmohrman@gmail.com> a écrit :

Dear Ellen,

Thank you very much for your help.

Sincerely,

Henry

On Wed, Dec 1, 2021 at 8:42 AM Ellen Fairleigh <efairleigh@bainbridgewa.gov> wrote:

Good morning Mr. Mohrman,

Yes, both the email and the memorandum were uploaded into the project file yesterday. They were uploaded as separate documents and be accessed via the online portal:

https://ci-bainbridgeisland-wa.smartgovcommunity.com/PermittingPublic/PermitDetailPublic/Index/b2cc9150-7f1d-483c-a704-ad3d0165c2f0?_conv=1

Please click on the above link and scroll to the bottom of the page under the Notes heading. The public comments are being uploaded under the "Public Comment Attached" entry.

Thank you,

Ellen

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Tuesday, November 30, 2021 5:45 PM
To: Ellen Fairleigh <efairleigh@bainbridgewa.gov>
Subject: Re: Grow Community Phase 3

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Dear Ellen,

Thank you for including my email in the record of this project. We're you able to include my memorandum also?

If not, please tell me how I can file my memorandum in the record before the December 3 deadline for comments.

Thank you again for your assistance.

Sincerely,

Henry

On Tue, Nov 30, 2021 at 12:36 PM Ellen Fairleigh <efairleigh@bainbridgewa.gov> wrote:

> Hello Mr. Mohrman,
>
> Thank you for your email. Your comments have been received and uploaded into the project file.
>
> Best,
>
> Ellen
>
> **From:** Henry Mohrman <hjmohrman@gmail.com>
> **Sent:** Tuesday, November 30, 2021 9:49 AM
> **To:** Ellen Fairleigh <efairleigh@bainbridgewa.gov>
> **Subject:** Grow Community Phase 3
>
> CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Dear Ms. Fairleigh:

I live in the Grow II Community, and I have the right to vote as a member of the Grow II Neighborhood Association (the "Association"). The amendment to the Grow II CC&R's upon which this Application depends recites that 67% of the members of the Association have consented to the amendment, but no consents have been requested or obtained from the members. Consent of 67% of the members is required for the modification of the CC&R's needed for this project to proceed.

I request that this Application be suspended, pending consent of 67% of the members and correction of the records of Kitsap County.

I further request that I be allowed to submit the attached memorandum detailing this issue for inclusion in the record of this proceeding.

Respectfully yours,

Henry J. Mohrman, Jr.

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

THE PROPERTY GROUP
Enhance. Maintain. Protect.

GROW COMMUNITY II NEIGHBORHOOD ASSOCIATION 2021 MIDYEAR BUDGET RATIFICATION MEETING

MINUTES

DATE: Tuesday, June 22, 2021 at 2:00 PM
VIRTUAL LINK: https://zoom.us/j/97816907920 **AUDIO CALL IN**: 1-253-215-8782 **ACCESS CODE**: 978 1690 7920

CALL THE MEETING TO ORDER: Meeting was called to order at 2:05 by Board Member Joie Olsen.

QUORUM: A quorum was not required. A total of 33 units were represented, which included 14 units held by the declarant.

PROOF OF NOTICE OF MEETING: Notice was sent to 60 units to all emails registered through electronic authorization, and 31 units by US Mail to their registered address.

BOARD OF DIRECTORS: Designated Manager Laura Harris reviewed the roles of the Declarant, Board of Directors, Committees, and Management.

Declarant – Bainbridge Island Holdings, John Ellis and Ed Ellis. Their role is to build the community, responsible for building community, establishing the governing documents (Plat Map, Articles of Incorporation, Declaration and House Rules and budget while under the transition period). The Declarant/developer is responsible for processing warranty concerns.

Board of Directors – The Declarant Board is made up of John Ellis, Ed Ellis and Joie Olsen. The Board is responsible for all decisions regarding the association including review and approval of administrative and financial reports, budgets, insurance policies, tax filings, audits, and general operations. They appoint and work with committees and direct management in the administration and maintenance of the community.

Committees – Committees are established by members appointed by the Board to perform responsiblities assigned by an approved charter. They are advisors, organizers, and overseers of their assignment. They provide information for budgeting, landscaping or other items. They do not have authority to engage in contracts, produce unapproved expenses, enforce governance, or direct management.

Management – Performs duties in accordance with their contract as an agent representing the Association. They conduct all financial and administrative duties and engage in maintenance and vendor management as directed by the Board. Management has no authority to make rules, enforce governance, engage vendors, or produce expenses unless directed or authorized by the Board.

AMENDMENT 7 TO DECLARATION – Laura reviewed Exhibit D of the Declaration which was amended and recorded in accordance with Section 15.2 of the Declaration for the purpose of reducing the number of Trillium units to be built within Phase 2, 'The Park', from 22 units to 14 units. This document was recorded on May 12, 2021 under recording number 202105120250 and is available for your download at www.propertygroup.net. An error was noted in the amendment reading that 67% of owners consented. This is inaccurate as the amendment does not require owner consent. Joie Olsen confirmed that the attorney is aware of the error and is correcting it. *Discussion was opened to attendees.*

ALLOCATIONS – Laura discussed changes to Exhibit D that reduced the number of built units in Trillium, and each units allocated percentage within Grow Community II Neighborhood, which resulted in a reallocation of assessments. *Discussion was opened to attendees.*

DISTRIBUTION OF GARAGE AND PODIUM EXPENSES – Within the new board approved budget adjustments have been made to expense distribution of the garage and podium for the Sage and Lilac who have taken over financial responsibility for their exclusive access. Therefore, the garage and podium expenses as stated in the new budget are allocated to owners within Salal, Juniper, Tsuga and Grow Townhomes for their joint use of the garage and podium. This results in the expenses being distributed among fewer owners and therefore increase assessments for these owners. *Discussion was opened to attendees.*

BUDGET RATIFICATION – The proposed budget was discussed to include the following points:

- The board of directors reviewed recommendations from **an ad hoc committee** and approved a budget that included their recommendations with minor adjustments to account for **an audit and reserve study** which was removed within the committees recommendations.
- This budget reflects a **reduction** in overall expenses of $6,806.
- Common Operating and Garage Podium expense sections allocate a portion of their costs to the Community Center expenses to account for a portion of the related administration, garbage, recycling and water expenses. The Community Center expenses now include property tax and insurance which is exclusive to the Community Center.
- The Community Center expenses are shared at a rate of 32% with Grow Community I Neighborhood in accordance with their membership and as reflected on the Assessment Income.
- Sage and Lilac no longer benefit from Garage Podium maintenance and repairs so these costs are distributed among the rest of the owners.

ADJOURNMENT: Meeting adjourned at 3:25

Marlene Schubert

From: Virginia Walker <vthwalker77@hotmail.com>
Sent: Friday, December 3, 2021 6:27 PM
To: PCD
Subject: COMMENTS RE: GROW COMMUNITY PLN13551|FSUBA & PLN13551|SPRA

COMMENTS RE: GROW COMMUNITY PLN13551|FSUBA & PLN13551|SPRA

Heavily travelled by pedestrians throughout each and every day, Shepard Way NW is an important part of the downtown "trail system". Walkers are often families, walking abreast and in conversation, often two parents, one with a toddler to the side holding his/her parent's hand, with the other parent pushing a stroller with another child, as well as one of the parents holding a leash with the family dog yet further out to their side. Sometimes this sight is one parent and two children, other times it is two parents and one child. And yet other times, it is two parents and three children. And sometimes, it is numerous very young children from the child care center, out for a walk on this "trail". This sort of sight is frequently seen, particularly since the child care center is right there at the corner of Shepard Way and Ambrose. And this configuration of people, frequently seen, would be a pedestrian width/breadth of four+ people with a dog, all of which would be impossible for them to navigate should Shepard Way be narrowed. The sidewalk proposed would not even come close to providing safe passage for the current heavy usage.

Once a safe and calm pedestrian passageway on a designated "trail" by commuters, those enjoying a stroll, dog-walkers, children, shoppers, visitors, business owners and their employees, students and more, the Grow Community development manipulated the intended nature and use of Shepard Way NW to accommodate automobile traffic. This change, which occurred in approximately 2016, has caused a discouragement of pedestrian travel and subsequent harm to the peaceful enjoyment of the pedestrians of our small town and their participation in and contribution to local commerce. What was once an enjoyable "pedestrian trail" was paved over and made into a road to the code-required width in order to serve the automobiles owned by the residents of the then-new development.

To now request a narrowing of the "pedestrian trail" and even further change this heavily pedestrian traffic thru-way, is not only dangerous for pedestrians and automobiles, it is in opposition to encouraged pedestrian use. This proposal is a further manipulation over time of what is actually a heavily used "pedestrian trail" to accommodate the developer's interest in being able to provide street parking for high-density housing in lieu of and in exchange for pedestrian safety. This proposal is dangerous for a multitude of reasons, not only for pedestrians. For example, an emergency vehicle (for which the need will inevitably and eventually arise) will be unable to make passage on the narrowed roadway (which is actually meant for pedestrian use - not automobiles) and could very well cause loss of life due to lack of ability to make passage (or causes roadway blockage).

It appears that the reasoning behind this proposal to narrow our designated "pedestrian trail" into a single-lane two-way roadway to accommodate automobiles is an effort to allow for the construction of a higher number of units than was in the original plan - which can be interpreted as being driven by economics and profits rather than protecting the safety of our valued and encouraged pedestrian life and activity.

The narrowing of Shepard Way NW is dangerous and should not be allowed. It is unsafe for pedestrians, unsafe for automobiles and will ultimately cause harm or loss of life to someone in the future, and the City of Bainbridge Island will be held responsible, should the the City approve this proposal.

Thank you,
Virginia Walker
267 Shepard Way NW
Bainbridge Island, WA 98110
vthwalker77@hotmail.com

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: Bobbie Burkholder <bobbiesoutoftown@gmail.com>
Sent: Sunday, December 26, 2021 3:55 PM
To: Robert Abarbanel; Dana Amore; Virginia Walker; Linda Packard; jonhb82@gmail.com; heidi.davis1@gmail.com; Linda Blanchard; Karen Anderson; PCD
Subject: Permit#PLN13551 FSUBAI SPRA Grow Community, Phase 3
Attachments: PLN13551I%20FSUBA%20SPRA%20Grow%20Community%20Phase%203%20Notice%20of%20Application%20and%20SEPA%20Addendum%20renotice%2012.10.2021%20%281%29.pdf

Dear Ms. Fairleigh:

I am writing with reference to the updated, proposed;
•14 two-story Grow Development units
•6 added street parking spaces to the northeast end of Shepard Way NW
•narrowing of the east end of Shepard to one lane.

Before Grow development, some may remember that the community accessed Wyatt Way from Shepard via Government Way; a proper 2-lane street. This was removed by the Grow development and replaced with Ambrose, little more than an awkward alley.

I cannot see how the Winslow Park community can allow taking away 2-way flow at east the end of Shepard Way, particularly when considering the addtion of 10 Grow Community street parking spaces on the east end of Shepard, plus the increased traffic of 14 proposed Grow Community single family structures on the east end of Shepard.

Access and egress from the 38 Winslow Park Condominiums households would become dangerous at worst, frustrating at best. Mail, garbage and other services and pedestrian use would be a nightmare. See pdf attached for Winslow Park drive location for reference.

I would like to hear what fire and ambulance thinks of this access restriction. I would also like to hear if there is any plan for street lighting at the end of Shepard. The corner of Shepard and Ambrose is extremely dark at night for cars, bikers and pedestrians to negotiate, and that is with two lanes. It would be an even worse situation if the travel area is reduced to a visually negotiated 12' lane.

Please let me know if you are aware of any additional planning information releases or meeting dates. I believe the comment period now has been extended to 21 days from Dec.10th.

Best and happiest holidays,

Bobbie Burkholder
bobbiesoutoftown@gmail.com

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Regional Office • PO Box 330316 • Shoreline, Washington 98133-9716 • (206) 594-0000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 30, 2021

Ellen Fairleigh, Planner
Planning & Community Development
City of Bainbridge Island
280 Madison Avenue N
Bainbridge Island, WA 98110

Re: Grow Community- Phase 3
File# PLN13551I FSUBA/SPRA, Ecology SEPA# 202106399

Dear Ellen Fairleigh:

Thank you for the opportunity to provide comments on the State Environmental Policy Act (SEPA) mitigated optional determination of nonsignificance (ODNS-M) for the Grow Community- Phase 3 project. Based on review of the checklist associated with this project, the Department of Ecology (Ecology) has the following comments:

The Grow Community Building H Site (Facility Site ID No.: 7815; Cleanup Site ID No.: 13165) located at 310 Shepard Way NW on Bainbridge Island is located on the property proposed for development. A leaking Heating Oil Tank was discovered with concentrations of petroleum products in the soil at confirmed concentrations above the Model Toxics Control Act (MTCA) cleanup levels. The contaminants were remediated below cleanup levels and a "No Further Action" issued in December 2016. If additional Underground Storage Tanks (USTs) are encountered during construction of the project, they must be decommissioned in accordance with local fire department regulations. In addition, if soil or groundwater contamination is encountered during UST decommissioning, the contamination must be characterized and cleaned up in accordance with Ecology regulations (WAC 173-340). If a release is encountered, it may be reported via Ecology's website form. For more information, please visit Ecology's website: Report a spill - Washington State Department of Ecology.

Thank you for considering these comments from Ecology. If you have any questions or would like to respond to these comments, please contact Kim Smith from the Toxics Cleanup Program at (425) 200-2834 or by email at kim.smith@ecy.wa.gov.

Sincerely,

Kelli Sheldon

Kelli Sheldon
SEPA Coordinator

Sent by email: Ellen Fairleigh, pcd@bainbridgewa.gov

ecc: Jonathan Davis, Davis Studio Architecture + Design LLC
Kim Smith, Ecology

Foster Garvey

1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone: 206.816.1509

Admitted in New York and Washington
yao.bailey@foster.com

December 29, 2021

VIA EMAIL
efairleigh@bainbridgewa.gov

Ellen Fairleigh
City Planner
City of Bainbridge
280 Madison Avenue North
Bainbridge Island, WA 98110

Re: Memo in Opposition to Application for Alteration of Subdivision/SEPA Addendum/Grow Community Phase 3 by Mr. Henry J. Mohrman, Jr.

Dear Ms. Fairleigh:

We are counsel to the Declarant of the above-referenced project and received the Memorandum (the "Memo") in Opposition to Application (the "Application") for Alteration of Subdivision/SEPA Addendum related to Grow Community Phase 3 made by Mr. Henry J. Mohrman, Jr. Mr. Mohrman raised the following issues in the Memo and we hereby respond as follow:

1. *The Application requires the approval of 67% of the votes in the Association under Section 15.3 and Section 15.5 of the CC&Rs.*

   This statement made in the Memo is incorrect because Sections 15.3 and 15.5 of the CC&Rs are not applicable to the Application. The appliable provision of the CC&Rs is in Section 15.7 which provides that **the Declarant has the right to amend the phase 2 of the Plat without any vote or consent of the Owners until that property has been subjected to this Declaration and the Lots and Condominiums Units therein have been conveyed**. Currently, the Declarant is amending Phase 2 of the Plat by filing the Application and the property of Phase 2 is undeveloped and has not been conveyed; therefore, under the CC&Rs no vote or consent of the Owners is required for such amendment to the Plat as proposed in the Application.

FG:54422743.1

2. *The alteration rescinds the dedication of a 10-foot right of way.*

   This statement is incorrect and is caused by incorrectly reading of the proposed changes to the Plat because the Declarant does not intend to remove the 10-foot right of way even though on the amended map such right of way is not clearly shown. Under the amended Plat such right of way remains. To make it clear, the Declarant has revised the amended Plat to show the right of way on the map. Please see attached further revised amended Plat for such right of way.

3. *Amendment No. 7 recites in its preamble that it is "approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association".*

   Recognizing that the statement about owner's approval in Amendment No. 7 is mistaken, on September 23, 2021, Declarant filed the Amended and Restated Amendment No. 7 to Declaration of Covenants, Conditions, Restrictions and Easements for Grow Community II (which is attached hereto), in which the Declarant removed the statement "approved by Owners holding 67% of the votes in the Grow Communities II Neighborhood Association" and stated that the revised design and development does not require Owner's consent, which is consistent with the provision of Section 15.7 of the CC&Rs as stated in Par. 1 above. Since the statement has been corrected in the Amended and Restated Amendment No. 7 and such position taken therein is supported by Section 15.7 of the CC&Rs all other objections in Pars. 5-13 of the Memo are irrelevant.

In summary, the proposed amended Plat does not require Owner's consent or vote under Section 15.7 of the CC&Rs and the originally included 10-foot right of way shall remain in the amended Plat; therefore, none of the objections raised in the Memo stands and the opposition and request made by Mr. Mohrman in the Memo should not be considered by the City. If you need any additional information to approve this application, please feel free to contact us. We thank you for your assistance.

Sincerely,

FOSTER GARVEY PC

Yao Bailey
Principal

YFB:dh

FG:54422743.1

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Thursday, January 13, 2022 7:47 PM
To: Ellen Fairleigh
Subject: Request to Sever
Attachments: Request to Sever.pdf

Dear Ms. Fairleigh,

Based on the letter from the developer's counsel sent to you dated December 29, 2021, I am requesting that consideration of narrowing Shepard Way be severed from the Grow Community Phase 3 development project, because narrowing Shepard Way does not involve any land belonging to the developer. My request is further explained in the attached letter, where I also withdraw my opposition to the project.

Sincerely,

Henry Mohrman

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Henry J. Mohrman, Jr.
363 Ambrose Lane NW, Unit L-304
Bainbridge Island, Washington 98110
(314) 721-3626
hjmohrman@gmail.com

January 13, 2022

Via Email
efairleigh@bainbridgewa.gov

Ellen Fairleigh
City Planner
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

Re: Request to Sever Shepard Way Narrowing from Application of Subdivision/SEPA Addendum/Grow Community Phase 3

Dear Ms. Fairleigh:

The letter from counsel for the developer to you dated December 29, 2021 clarifies that the proposal to narrow Shepard Way *does not involve any land belonging to the developer;* and therefore is not really part of the subdivision project. Narrowing Shepard Way is an independent city planning idea, which is complex. Many people have strong feelings about it, both pro and con. It merits independent consideration by the City with full consideration of its advantages and disadvantages, costs and benefits, as well as the sentiments of affected residents.

The proposal is currently included in a complex development project, which can and should be considered on its own merits, without the confusion of street narrowing to complicate it further.

With this request, I would like to thank you and counsel for the developer for the responses to my challenges to the project. I am satisfied with the explanations and clarifications provided by counsel for the developer. Accordingly, I withdraw my opposition to the project.

Sincerely,

Henry J. Mohrman, Jr.

Ellen Fairleigh

From: Henry Mohrman <hjmohrman@gmail.com>
Sent: Sunday, January 16, 2022 4:16 PM
To: Ellen Fairleigh
Subject: Grow Community Phase 3 - Narrowing Shepard

Dear Ms. Fairleigh:

I have requested that the proposal to narrow Shepard Way be considered independently from the land development project, because it involves land that the developer does not own. I did not suggest when the City should take up the proposal to narrow Shepard Way.

I request that consideration of narrowing Shepard Way be deferred until the Phase 3 project is complete and all 14 new units are occupied. The 14 new residents of the area will be affected by the street narrowing. They are an important group the City should hear from before a decision is made to narrow Shepard Way.

Thank you for your attention to this matter.

Sincerely,

Henry Mohrman

CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

Marlene Schubert

From: andy rovelstad.net <andy@rovelstad.net>
Sent: Tuesday, February 1, 2022 11:07 AM
To: PCD; Council
Subject: Review: Grow Phase 3 & problems w/ Chapt/ 17 Subdivision Code
Attachments: Grow Phase 3 Subdivision - analysis.pdf

There are conflicts and discrepancies in the revised Chapter 17 Subdivision Code, passed by council last April. These conflicts have a impact on the proposed Grow community/Phase 3 as well as other projects in process.

Please review and work to eliminate the discrepancies in the Code and/or enforce the existing subdivision code equally.
CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF BAINBRIDGE ISLAND EMAIL SYSTEM -Take caution NOT to open attachments or links unless you know the sender AND you were expecting the attachment or the link.

City of Bainbridge Island - Planning Commission
City of Bainbridge Island - City Council

Re: Review of Proposed Changes to the Grow Community Phase 3 and
Review of Title 17 Subdivision Code conflicts

Johnathan Davis has done a great job on the revisions for the Grow Phase 3 revisions. The layout of the residential units is well thought out and will create a nice environment. Unfortunately the design and layout is not in conformance with the current Subdivision Regulations.

There are many conflicts in the new Subdivision Code. After months of trying to achieve a rational process for discrepancies in the two lot Short Plat Subdivision requirements, I started examining the subdivision code and how it relates to new and current projects on the Island. The following is a review of the Phase 3 project at Grow Community. As a change to a previously approved project, the new property lines that define the single family residential use would be classified as a "resubdivision" which requires that it meet all new subdivision requirements. Unfortunately the site is simple and does not have an unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situations as defined in the code. It does not qualify for a departure.

I have outlined areas that appear to be in conflict with the code. The subdivision code needs serious attention as it is now being tested. I've been trying to inspire that for the last 8 months, but there is currently no "immediate concern" to revise or correct any of the contradictions inherent in the code.

Please review the following conflits in Chapter 17 , the subdivision code with the proposed "resubdivision" at the Grow Community / Phase 3 project. I have highlighted and noted areas of concern in red.

17.12.070 General residential subdivision standards.

B. Pre-existing Lots. Lots that have previously received final approval from the city, or that have previously received final approval from Kitsap County prior to inclusion within the city boundaries, and that do not comply with standards of this chapter shall be considered existing nonconforming lots, but ***any*** *future resubdivision of any such lots shall comply with the requirements of this title.*

Please note: Establishing and/or re-establishing property lines for the Grow Community/Phase 3 single family residential use would be considered a "future resubdivision". Previous approvals of the Phase 3 area must be updated to current codes.

Building to homesite boundary

Net building size 1,600 sq. ft. or less
R-14
3 ft. min., 10 ft. Total

Note: "Homesites" are not clearly labeled on the proposed plan.
House Type 2 is 1,160 SF and required to have a 10' total home site to building boundary. There are no separations between the Type 2 buildings and the property line (the Homesite Boundary). Either the building area needs to be increased to 1,600 SF (potentially decreasing the total number of units per the Base Density) – or the 10' buffer needs to be integrated into the design. This may have a significant impact on the proposed design.

Building to homesite boundary Net building size 1,601 sq. ft. or more
R-14 Not Applicable

Note: House Type 1 is 1,759 SF and is allowed with no separation between the building and the Homesite Boundary (Site Property line).

BASE DENSITY

The maximum number of lots permitted shall be calculated by dividing the total lot area of the property (without deducting areas to be dedicated as public rights-of-way or areas to be encumbered by private road easements) by the square footage shown below as the zone-specific base density.

R-14
3,100 sq. ft.

Note: Site boundaries and property lines that define the extent of the Phase 3 subdivision are not indicated on the drawing, nor are calculations documenting the Base Density, Natural Areas, etc. It appears that open areas from the Phase 2 design is used in the Phase 3 layout which may increase the allowable density per the new subdivision code. Provide analysis of Base density calculations that reflect the resubdivison and how it integrates with the total development.

MAXIMUM LOT COVERAGE

Short and Long Subdivision
R-14
40%
Note: Please confirm relevant property lines to define the extent of Phase 3 development and document the Maximum Lot coverage of Phase 3 with new subdivision requirements. Document that the current approved subdivision Phase 1 and Phase 2 are in tune with the new Phase 3 resubdivision – if they all utilize the same common areas.

17.12.040 Administrative departures.

C. Any request for one or more departures shall be made at the design guidance review meeting as part of the preapplication phase of the project. Departures shall be reviewed concurrently with a preliminary application for subdivision. The design review board may include an administrative departure in its recommendation to the planning commission, if all of the following criteria are met:

> *1. Because of unusual shape, exceptional topographic conditions, environmental constraints or other extraordinary situation or condition in connection with a specific piece of property, strict adherence to the existing standard would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the subdivision ordinance as provided in BIMC 17.04.010;*

Note: The project is located on a simple lot without any topographical, environmental constraints or any extraordinary conditions. It does not meet the criteria for an administrative departure by the planning commission, the planning department or city council. Current subdivision requirements are to be implemented and no departures are allowed.

The Subdivision Code has multiple discrepancies and conflicts that do not make sense and need to be corrected as we move forward. Until the Code is updated, the Planning Commission and City Council has the obligation to enforce the Council approved Subdivision Code on all projects equally.

Background:

I have been discovering many conflict in the subdivision code– in particular with a 2 lot short plat in a downtown urban growth area, zoned R-4.3, which is targeted for growth. What I discovered is that splitting a lot into two 10,000 SF lots (per the Zoning Code); the Chapter 17 Subdivision Code reduces the allowable lot coverage of each lot by 40%. It is interesting that the 1,759 SF lot of lot 27 – 33 Grow/Phase 3 is actually larger than the lot coverage defined by the R 4.3 homesite building boundary: 1,513 SF. Please note: The zoning code defines the R 4.3 lot coverage at 2,500 SF. You do not have the same rights as your next door neighbor. In addition, the lot coverage has to includes the two car garage, substantially reducing the building area. Parking is remote at Grow and not reducing the allowable area of the homesites. The reduced building area eliminates the ability to have an ADU – just 2 blocks from the ferry. This is

contradiction to everything council members say when they define the urban growth area and say it is the solution to growth on the Island. When you analyze the subdivision code in different zones across the island – you discover that the subdivision lot coverage increase when you move deeper into the Rural / Residential Zones. Per the Subdivision Code, lot coverage in a R-1 zone (as defined by the building to homesite buffer) actually increases area defined by the Zoning Code while in the R-4.3 Zone the lot coverage is reduced by 40%. This encourages growth in the rural/suburban areas, yet substantially punishes the properties in the urban growth areas. Lot coverages defined by the building to Homesite boundary needs to be in tune with the zoning code.

I had this rational belief that discrepancies in the code could be corrected through a "departure". But, if your lot is a simple site, without a steep slope, wetland or environmental conflict, you are not allowed a departure to correct the conflicts in Chapter 17 Subdivision Standards.

KPG

Memorandum

To: Kelly Tayara, Senior Planner, Planning and Community Development
Peter Corelis, PE, Development Engineer, Public Works
City of Bainbridge Island

From: John Davies, Senior Transportation Planner, KPG P.S.

Date: 1/25/2021

Re: Revised Trip Generation Analysis for Grow Community Phase 3

The third phase of the Grow Community project will build out the site and complete the development. The previous two phases of the project were implemented under the City of Bainbridge Island's Housing Design Demonstration Project (HDDP) Ordinance and under the guidance of the One Planet Living framework, which promotes the development of sustainable and low-carbon buildings and communities. While the HDDP has now expired, this project carries forward the goals and objectives of the previous development phases, including reducing the reliance on privately-owned automobiles, and embracing walking, bicycling, carsharing and transit use to meet the transportation needs of this planned community. Phase 3 represents the completion of the southern portion of the site that was not constructed during the Phase 2 development.

Transportation reports and analysis related to this development project include:

- *Transportation Impact Analysis for Grow Community,* RTC, July 2011.
- *Grow Community Traffic Report – Addendum*, RTC, January 2012.
- *Transportation Impact Analysis for Grow Community Phase 2 Addendum*, RTC, October 2013.
- *Transportation Impact Analysis for Grow Community Phase 2 Addendum Update*, RTC, March 2014.
- *Grow Community – Revised Trip Generation for Updated Phase 2 Land Uses*, Technical Memorandum, KPG, December 2015.

Each revision evaluated the impacts of the expected changes to the site's land use program such as the unit count and land use mix. The area of the site represented by Phase 3 was previously evaluated for a range of alternative uses, including a childcare facility (March 2014 TIA), which has since been removed from the proposed program. In all instances, the previous traffic analyses have found acceptable operations at all study intersections and no transportation mitigation measures have been necessary.

This analysis focuses on the change in the number of trips between the previous permitted and proposed land use programs to determine if additional transportation analysis is required as per City requirements.

Comparison of Land Use Programs

Under the 2017 permit, the southern portion of the Grow Development (South Site) had been permitted as 4 single-family homes and 18 apartment units. The revised proposal (Phase 3) replaces these land uses with 14 higher-density single-family homes. **Table 1** compares the previous land use program for the south parcels on the site with the revised land use program.

Table 1. Land Use Program Comparison – South Site Area Unit Totals

Housing Type Mix	2017 Permit for South Site	Proposed Phase 3 for South Site
Single-Family Homes	4	14
Apartments (Low-Rise)	18	0
Total Units	22	14

Trip Generation

Table 2 summarizes the ITE *Trip Generation Manual (10th edition with 2020 supplement)* rates. These rates are based on data collected for individual land use categories and are summarized either as average rates or as fitted curve equations. When the fitted curve equation for the trip generation rate has an r^2-value equal to or greater than 0.75, the fitted curve equation is used to calculate the number of trips generated. Because of the small number of units in this evaluation, we provided the trip generation for both the average rates and the fitted curve. The trip generation rates were not adjusted to reflect the site's location within Winslow Town Center and its proximity to the Ferry Terminal, or to reflect the objectives of the One Planet Living program.

Table 2. Trip Generation – ITE 10th Edition

ITE Land Use	Weekday	AM Peak Hour	PM Peak Hour
210 Single Family Homes – Average Rate	9.44	0.74	0.99
220 Multifamily (Low-Rise) – Average Rate	7.32	0.46	0.56
210 Single Family Homes – Fitted Curve	Ln(T) = 0.92 Ln(X) + 2.71	T = 0.71(X) + 4.80	Ln(T) = 0.96 Ln(X) + 0.20
220 Multifamily (Low-Rise) – Fitted Curve	T = 7.56(X) - 40.86	Ln(T) = 0.95 Ln(X) - 0.51	Ln(T) = 0.89 Ln(X) - 0.02

ITE Trip Generation Manual – 10th Edition

Tables 3 and 4 provide the number of trips estimated using the average rate and fitted curve equation for the previously permitted land use program and the revised land use program for the South Site area to be developed under Phase 3. The average rates show fewer weekday trips and fewer or the same number of trips during the AM peak hour and the PM peak hour. For the fitted curve equation, the results show an increase of 21 daily trips, and fewer trips generated during both the AM peak hour and the PM peak hour.

Table 3. ITE Trip Generation Comparison for Phase 3– Average Rate

ITE Land Use	Units	Weekday	AM Peak Hour	PM Peak Hour
Previously Permitted under Phase 2				
210 Single Family Homes	4	38	3	4
220 Multifamily (Low-Rise)	18	132	8	10
Total	**22**	**170**	**11**	**14**
Phase 3 Proposed				
210 Single Family Homes	14	132	10	14
220 Multifamily (Low-Rise)	0	0	0	0
Total	**14**	**132**	**10**	**14**
Net Change	**-8**	**-37**	**-1**	**0**

Table 4. ITE Trip Generation Comparison for Phase 3– Fitted Curve

Land Use	Units	Weekday	AM Peak Hour	PM Peak Hour
Previously Permitted under Phase 2				
210 Single Family Homes	4	54	8	5
220 Multifamily (Low-Rise)	18	95	9	13
Total	**22**	**149**	**17**	**18**
Phase 3 Proposed				
210 Single Family Homes	14	170	15	15
220 Multifamily (Low-Rise)	0	0	0	0
Total	**14**	**170**	**15**	**15**
Net Change	**-8**	**+21**	**-2**	**-3**

As identified in the October 2, 2019 memorandum from Peter Corelis of Public Works to Kelly Tayara of Planning and Community Development, the City's requires a new traffic analysis when the proposal generates additional trip generation exceeding the threshold of 50 average daily trips (ADT), or 5 or more AM or PM peak-hour trips when compared to the current permitted subdivision. As shown in this analysis, the net change in trip generation falls below the daily threshold and peak hour thresholds and therefore does not require additional traffic analysis.

Findings

The analysis finds that the proposed change in land use will not significantly increase the trip generation and that the traffic impacts will be similar to the impacts for the permitted development. Therefore, an additional concurrency test or the completion of a revised traffic impact analysis is not required.

CITY OF BAINBRIDGE ISLAND

DEPARTMENT OF PUBLIC WORKS - ENGINEERING

MEMORANDUM

Date: March 16, 2022

To: Ellen Fairleigh, Planner, COBI Planning and Community Development

From: Nick Rasor, P.E., COBI Development Engineer NR

Via: Paul Nylund, P.E., COBI Engineering Manager PCN

Subject: PLN13551 FSUBA Grow Phase III Subdivision Alteration PW-Development Engineering Recommendation

COBI Public Works – Development Engineering has reviewed the above-referenced final subdivision alteration application for compliance with the requirements of the Bainbridge Island Municipal Code (BIMC) 2.16.160, Revised Code of Washington (RCW) 58.17.160, and the City of Bainbridge Island Design and Construction Standards and Specifications. Civil improvements or alterations to utilities or drainage are or have been reviewed under the associated building permit for this project (BLD25975). No assurance documents pursuant to BIMC 2.16.160.L are required. Based on the following findings and subject to the recommended conditions, PW-DE supports the removal of multi-family conditions defined by the subdivision alteration, approved by the Hearing Examiner in July of 2014, to allow for creation of 14 single-family lots and one tract.

Findings

1. The Revised Trip Generation Analysis for Grow Community Phase 3 memorandum prepared by KPG, dated January 25, 2021, was reviewed and Development Engineering did not identify any discrepancies in its findings. The memorandum outlines that the thresholds for requiring a new traffic analysis, 50 average daily trips (ADT) or 5 or more AM or PM peak-hour trips when compared to the current permitted land use, were not exceeded and the subdivision alteration therefore does not require additional traffic analysis.
2. The following recommended conditions are revisions of and/or in addition to the original conditions established in the 2014 alteration approved via Hearing Examiner decision dated 7 July 2014 (Grow Community Phase II). Conflicts between development engineering conditions established by that decision and any improvements proposed as a result of this subdivision alteration request shall be resolved by COBI PCD or PW Engineering, as appropriate.

Recommended Conditions of Approval

1. Design and construction of civil improvements shall be in substantial conformance to the Plat Utility Plans submitted by Browne Wheeler Engineers, Inc., last revised October 14, 2021, plan

sheets C1.1 – C3.6, as modified by these conditions or as amended and approved to the satisfaction of the Development Engineer. The proposal to reduce the eastern portion of Shepard Way to a 12.3' wide two-way traffic lane, shown in Detail C on sheet C2.4, is not approved with this subdivision alteration.

2. Civil improvement plans ready for construction shall be submitted with an application for a plat utility permit to COBI for review and approval to construct all necessary infrastructure serving the divided lots.
3. Utility main extensions and appurtenances shall be installed within the right-of-way or within an easement dedicated to the City. Required easements for the proposed sanitary sewer main extension shall be recorded prior to issuance of any certificate of occupancy.
4. Modifications or additions to COBI utility infrastructure shall be in accordance with COBI Design and Construction Standards and Specifications, unless otherwise approved by the city engineer.
5. Compliance with Minimum Requirement #5: On-site Stormwater Management shall be demonstrated on the construction plans.
6. Parallel parking stalls shown along the north side of the Shepard Way right-of-way shall be open to the public and shall require signage that reads: 4 hr. parking 6am to 6pm.
7. Signage and striping for shared bicycle and motorized vehicle use of the Shepard Way traveled way shall be installed along the project frontage to satisfy the bicycle path portion of condition #35 (Hearing Examiner, 7 July 2014).
8. Any use of rights-of-way for construction and/or civil improvements, as a result of this subdivision alteration, shall require a ROW Use permit. ROW Use permits are reviewed independently and are subject to separate conditions and bonding requirements.

The final subdivision alteration to remove multi-family conditions to allow for creation of 14 single-family lots and one tract is recommended for **APPROVAL**.

GROW COMMUNITY - PARKING ANALYSIS **18 JANUARY, 2022**

Building / Parking area	No. of Units					Resident Spaces	Guest Spaces	
Phase 2A - AS-BUILT								
Wyatt Buildings - Bldg A+B	24					24	5	inc 1 ADA
NW Townhome - Bldg C	8					8	0	
NE Condo - Bldg D	13					13	0	inc 1 ADA
SFR - Bldg E,F, G + H	4					8	0	
Wyatt Street Parking							14	
Interior Surface Parking							3	
	Units					Resident Spaces	Guest Spaces	
Total- Phase 2A	**49**					**53**	**22**	
						TOTAL	**75**	
				Phase 2A - AS-BUILT		SPACES PER UNIT	**1.53**	

Building / Parking area	No. of Units	Unit Size	HDDP Spaces	
Phase 2A - per Unit Size Code Analysis			**/Unit Size**	
Less than 800sf	0		1	0
801 to 1,500sf	42		1.5	63
Over 1,500sf	7		2	14
	Units			77
Total- Phase 2A	**49**			
			TOTAL	**77**
			SPACES PER UNIT	**1.57**

25% Ferry Terminal Reduction	75%	**Reduced TOTAL**	**57.75**
plus Guest Spaces provided	25%	**Guest Spaces**	**12.25**
			70
		SPACES PER UNIT	**1.43**

Building / Parking area	No. of Units					Resident Spaces	Guest Spaces	
Phase 2B - AS-BUILT								
SW Townhome – Bldg K	10					10	0	
SE Condo – Bldg L	18					18	0	inc 1 ADA
Surface Parking - west							8	inc 1 ADA
Surface Parking - east							7	inc 1 ADA
	Units					Resident Spaces	Guest Spaces	
Total- Phase 2B	**28**					**28**	**15**	
						TOTAL	**43**	
				Phase 2B - AS-BUILT		SPACES PER UNIT	**1.54**	

Building / Parking area	No. of Units	Unit Size	HDDP Spaces	
Phase 2B - per Unit Size Code Analysis			**/Unit Size**	
Less than 800sf	0		1	0
801 to 1,500sf	22		1.5	33
Over 1,500sf	6		2	12
	Units			45
Total- Phase 2B	**28**			
			TOTAL	**45**
			SPACES PER UNIT	**1.61**

25% Ferry Terminal Reduction	75%	**Reduced TOTAL**	**33.75**
plus Guest Spaces provided	25%	**Guest Spaces**	**7**
			40.75
		SPACES PER UNIT	**1.46**

Phase 2 - OVERALL - AS-BUILT TO DATE	Units					Resident Spaces	Guest Spaces	
TOTAL - As-built - to date	**77**					**81**	**37**	
						TOTAL	**118**	
				Phase 2 - OVERALL - AS-BUILT		SPACES PER UNIT	**1.53**	

Building / Parking area	No. of Units					Resident Spaces	Guest Spaces
Phase 3 - proposed							
Single Family Townhouses	14						
Surface Parking - west						8 (N)	2 (N)
Surface Parking - east							
Street Parking - Shepard						6 (N)	
	Units					Resident Spaces	Guest Spaces
Total - Phase 3	**14**					**14**	**2**
						TOTAL	**16**
						SPACES PER UNIT	**1.14**

Building / Parking area	No. of Units	Unit Size	HDDP Spaces	
Phase 3 - per Unit Size Code Analysis			**/Unit Size**	
Less than 800sf	0		1	0
801 to 1,500sf	8		1.5	12
Over 1,500sf	6		2	12
	Units			24
Total- Phase 2B	**14**			
			TOTAL	**24**
			SPACES PER UNIT	**1.71**

25% Ferry Terminal Reduction	75%	**Reduced TOTAL**	**18**
plus Guest Spaces provided	25%	**Guest Spaces**	**3.5**
			21.5
		SPACES PER UNIT	**1.54**

			SPACES REQUIRED BASED ON UNIT SIZE PER CODE			**SPACES PROVIDED**	
Phase 2 - OVERALL - COMPLETED			Spaces per Unit Size*	109.5			
	Units		Guest Spaces at 25%	22.75		Resident Spaces	Guest Spaces
TOTAL - Completed Plan	**91**		**TOTAL REQUIRED**	**132.25**		**95**	**39**
			*with Ferry Terminal Reduction			**TOTAL PROVIDED**	**134**
				Phase 2 - OVERALL - AS PROPOSED		SPACES PER UNIT	**1.47**

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:00 PM) Review Key Budget Assumptions - Finance,

SUMMARY: There will be a discussion of the 2023-2024 Budget key economic conditions and drivers affecting the development of the 2023-2024 budget.

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

RECOMMENDED MOTION: I move to concur with the key economic conditions and drivers affecting the development of the 2023-2024 Adopted Budget, as described by City staff in the materials included with this agenda item.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: City finance staff is in the process of developing the 2023-2024 baseline budget including key citywide assumptions. Some key economic drivers affecting the upcoming budget include:

* Ongoing impacts due to COVID-19, inflation, foreign conflict, supply chain disruptions, federal stimulus programs, and business and consumer confidence will likely change throughout the budget development and affect assumptions.

* General fund revenues are projected to grow at a slower pace than expenses.

* The expected high rate of inflation will play a key role in projecting costs.

* The City Council passed an ordinance in March 2022 which includes automatic CPI-U adjustments starting in 2023 for most fees, permits and service charges. This will impact revenues collected in the building and development as well as the utility funds.

* Current estimates for labor and benefits include a 8% increase in 2023 and a 7% in 2024.

ATTACHMENTS:

Budget Assumptions for CC_ 04122022 (1).pptx

Key_Assumptions_Memo_Council_Draft_CC_041222 (4).docx

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

Key Budget Assumptions
2023-24 Proposed Budget

April 12, 2022

DeWayne Pitts, CPA, CFE, Finance Director

Agenda

- Introduction
- Budget Calendar
- Summary of Key Issues Affecting Budget
- Revenue Forecast
- Expense Forecast

Budget Calendar 2022

April
- ❑ Financial policies
- ❑ Budget assumptions

May
- ❑ Capital Improvement Plan overview
- ❑ Transportation Benefit Plan vehicle license fee discussion

June
- ❑ Baseline budget presentation

July
- ❑ Departments develop budget requests

August
- ❑ Staff prepares balanced budget

Budget Calendar 2022

September

- ❑ Proposed Budget is delivered to City Council and the community

October/November

- ❑ City Council reviews proposed budget
- ❑ Public hearings – Property tax and Budget input

November

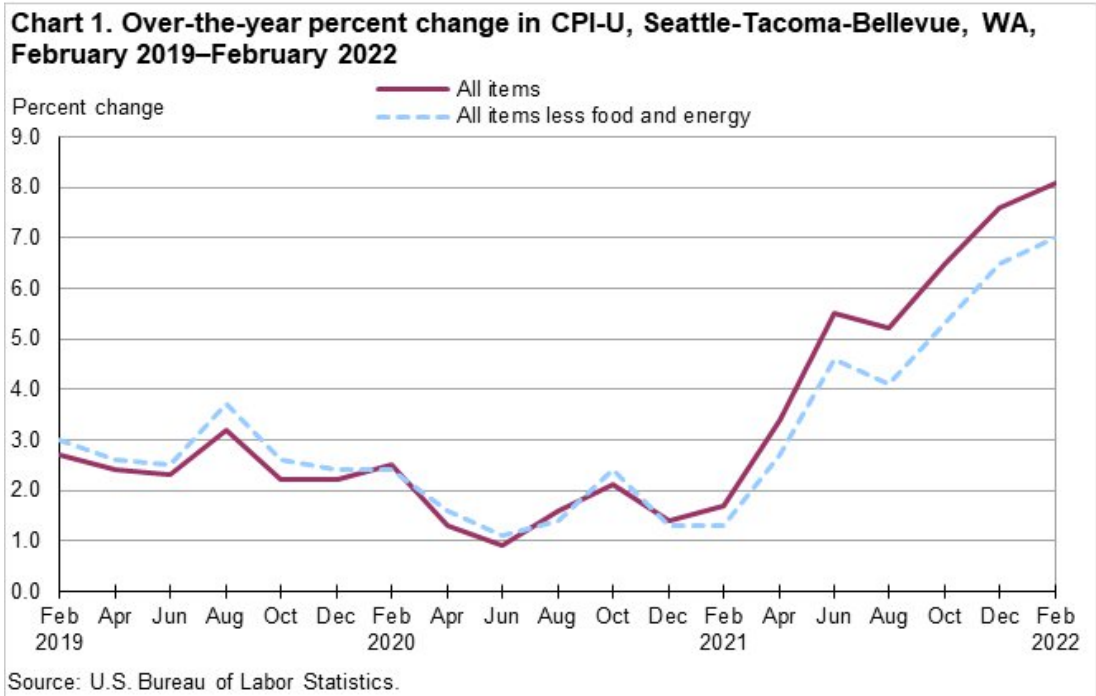
- ❑ City Council adopts the 2023-2024 budget

Key issues

- General fund roughly 70% of all tax supported operating expenses
- Ongoing impacts include inflation, war, supply chain, consumer confidence
- 2023-24 Budget preparation assumes:
  - 2022 Operating revenues exceed expenses
  - 2022 Ending fund balance expected to increase
  - 2023-2024 Operating revenues exceed expenses
- General fund revenues projected to grow at slower pace than expenses

Key issues

- Inflation at 8.1% - expected to rise in April and June

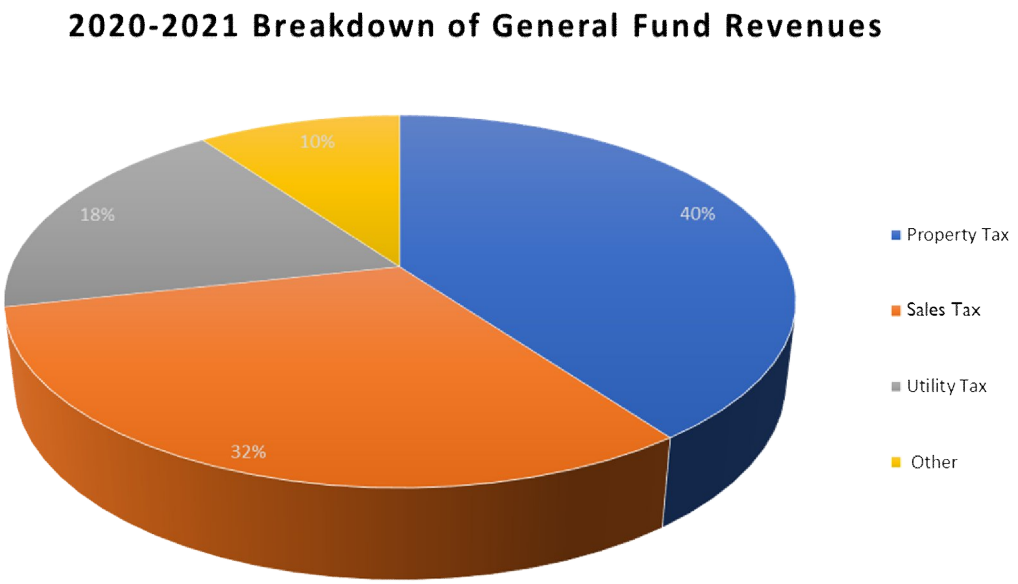


Key issues

- Personnel largest operating expense at about 75% of total
- Current estimates for labor include 8% increase in 2023 and 7% in 2024
- Fees, permits and service revenues increased by inflation in Jan 2023 and 2024

Revenue Forecast

- Property, sales and utility taxes are 90% of general fund revenues



Revenue Forecast

- Property tax – 1% growth + new construction
- Sales tax – 5% growth in 2023 and 3.5% in 2022
- Utility tax
  - City utilities – 8% increase in 2023, 7% in 2024
  - Outside utilities – 2% in 2023 and 2024

Revenue Forecast (continued)

- REET
  - 2% increase in 2023 and 2024
- Streets Fund (parking, gas) – 2% increase in 2023 and 2024
- Affordable housing - 5% growth in 2023 and 3.5% in 2024

Revenue Forecast (continued)

- Transportation benefit Fund - $10 component sunsets in Jan 2023
  - Without renewal, expected to decrease 33% in 2023, increase 2% in 2024
- Building and Development Fund
  - $ 800k to $1M increase over 2022 baseline
- Utilities – 8% inflation in 2024 and 7% in 2025
  - Does not include increases from water and sewer study in progress

Expense Forecast

- Personnel costs – assumes 8% increase in 2023 and 7% in 2024
- General operating expenses – 8% increase in 2023 and 7% in 2024
  - Includes repair and maintenance, supplies, professional services, other
- Capital costs – First CIP plan presented in May

CITY OF
BAINBRIDGE ISLAND

Q&A

April 12, 2022

CITY OF
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: April 12, 2022

To: City Council
Blair King, City Manager

From: DeWayne Pitts, Finance Director

Subject: 2023-2024 Key Assumptions for Budget Development

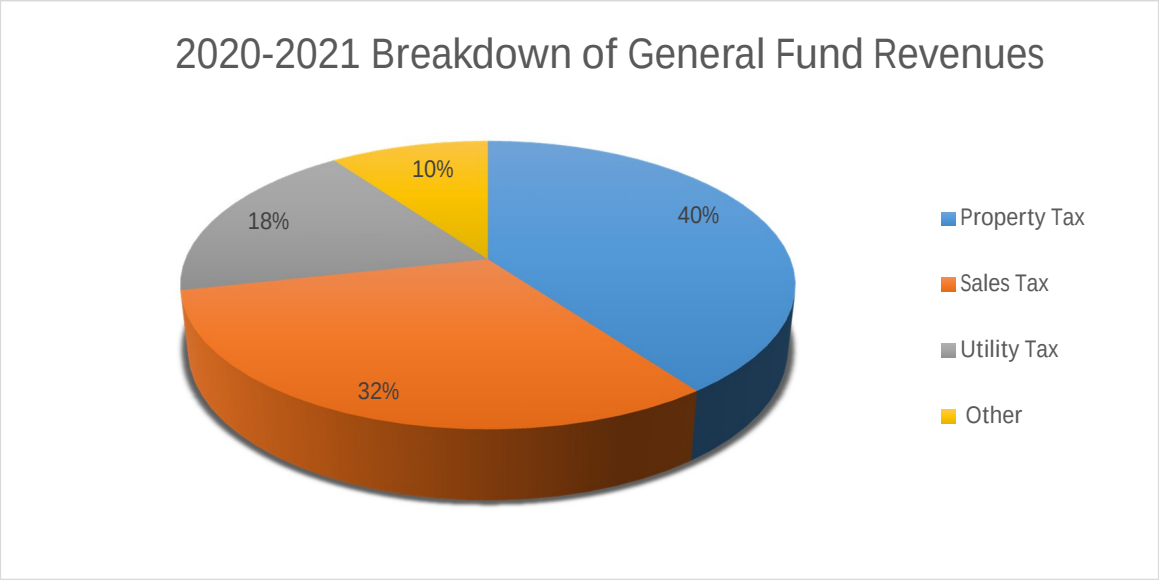
This memo provides background information regarding the City's primary revenue sources and recurring expenditures, as well as general assumptions for the upcoming biennium.

Executive Summary

- The City's key assumptions for revenues and expenditures will be impacted due to COVID-19, inflation, foreign conflict, supply chain disruptions, federal stimulus programs, and business and consumer confidence.
- The general fund accounts for approximately $40 million or 70% of all tax supported operating expenses over the biennium.
- General fund revenues are projected to grow at a slower pace than expenses.
- The 2022 general fund operating revenues are expected to exceed operating expenses without drawing down reserves and the year-end fund balance is expected to increase over the beginning fund balance. The 2023-2024 Proposed Budget will contain the same expectations.
- The expected high rate of inflation will play a key role in projecting costs.
- Council passed Ordinance 2022-05 in March 2022 which includes automatic CPI-U adjustments starting in 2023 for most fees, permits, and service charges. This will impact revenues collected in the building and development as well as the utility funds.
- Current estimates for labor wages and benefits include an 8% increase in 2023 and a 7% increase in 2024.
- There are two open labor contracts that are in the process of being negotiated. Personnel costs, which are affected by the labor contracts, are the City's single largest operating expense.

Revenue Estimates

The general fund is the main operating fund for the City accounting for approximately $20 million per year in expenses and about 70% of all tax supported expenses. Property, sales, and utility taxes make up the bulk of the City's General Fund revenue, representing roughly 90% of all general fund revenues (see chart below). These revenue sources are expected to remain steady over the next biennium.



The revenue estimates listed in the table on the next page were prepared for each source after an analysis of the City's past five years of revenue performance and expected near-term economic variabilities. In some cases, such as the statutory limits to increases to property tax, external factors guide the revenue estimate. In other cases, actual performance indicated a reduction or increase was warranted, and for other revenue sources, a general inflator was applied to the average of recent years' actuals. The table includes 2021 annual totals and the expected increase, as a percentage, over 2022 forecasts. As 2022 progresses, staff will refine 2022 forecasts and present this data in future budget discussions.

Revenue Assumptions				
GENERAL FUND		**2021 Actuals**	**2023**	**2024**
Property Tax	$	8,065,000	1.75%	1.75%
Sales and Use Tax	$	6,379,000	5.00%	3.50%
Utility Tax on City Utilities	$	525,000	8.00%	7.00%
Utility Tax on Private Utilities	$	2,642,000	2.00%	2.00%
B&O Tax General	$	571,000	2.00%	2.00%
Business License & Franchise Fee	$	639,000	2.00%	2.00%
Intergovernmental Revenue	$	773,000	2.00%	2.00%
STREET FUND		**2021 Actuals**	**2023**	**2024**
Commercial Parking Tax	$	264,000	2.00%	2.00%
Motor Vehicle Fuel Tax	$	475,000	2.00%	2.00%
Multi Modal Transp-Cities	$	33,000	2.00%	2.00%
REET FUND		**2021 Actuals**	**2023**	**2024**
Real Estate Excise Tax	$	4,224,000	2.00%	2.00%
AFFORDABLE HOUSING		**2021 Actuals**	**2023**	**2024**
Housing & Related Service Sales Tax	$	-	5.00%	3.50%
Affordable Housing Sales Tax Credit	$	47,000	5.00%	3.50%
TRANSPORTATION BENEFIT FUND		**2021 Actuals**	**2023**	**2024**
Vehicle Fees*	$	662,000	-33.00%	2.00%
TRANSPORTATION IMPACT FEES		**2021 Actuals**	**2023**	**2024**
TIF Revenue	$	159,000	2.00%	7.00%
BUILDING & DEVELOPMENT		**2021 Actuals**	**2023**	**2024**
Building Permits	$	618,000	26.00%	7.00%
Plan Checking Fees	$	342,000	5.00%	7.00%
Zoning, Subdivision & Other Fees	$	401,000	185.00%	7.00%
Engineering Fees (NEW)	$	-	-	7.00%
WATER		**2021 Actuals**	**2023**	**2024**
Water Charges	$	1,357,000	8.00%	7.00%
SEWER		**2021 Actuals**	**2023**	**2024**
Sewer Charges	$	4,123,000	8.00%	7.00%
SSWM		**2021 Actuals**	**2023**	**2024**
Stormwater Management Charges	$	2,751,000	8.00%	7.00%

*$10 portion of tab fees (Resolution 2019-06) expires December 31, 2022.

Property Tax

Property tax is the largest revenue source for the City accounting for 40% or $16 million of General Fund revenues over the last two years. Growth in property tax in Washington State is limited to 1% plus value of new construction. Recent development has led to increases in construction. However, we are not expecting construction trends to continue at the same rate. The 2023-2024 Biennial Budget assumes revenue of $8.2 million in 2023 and $8.4 million in 2024 with an annual increase of 1.75%.

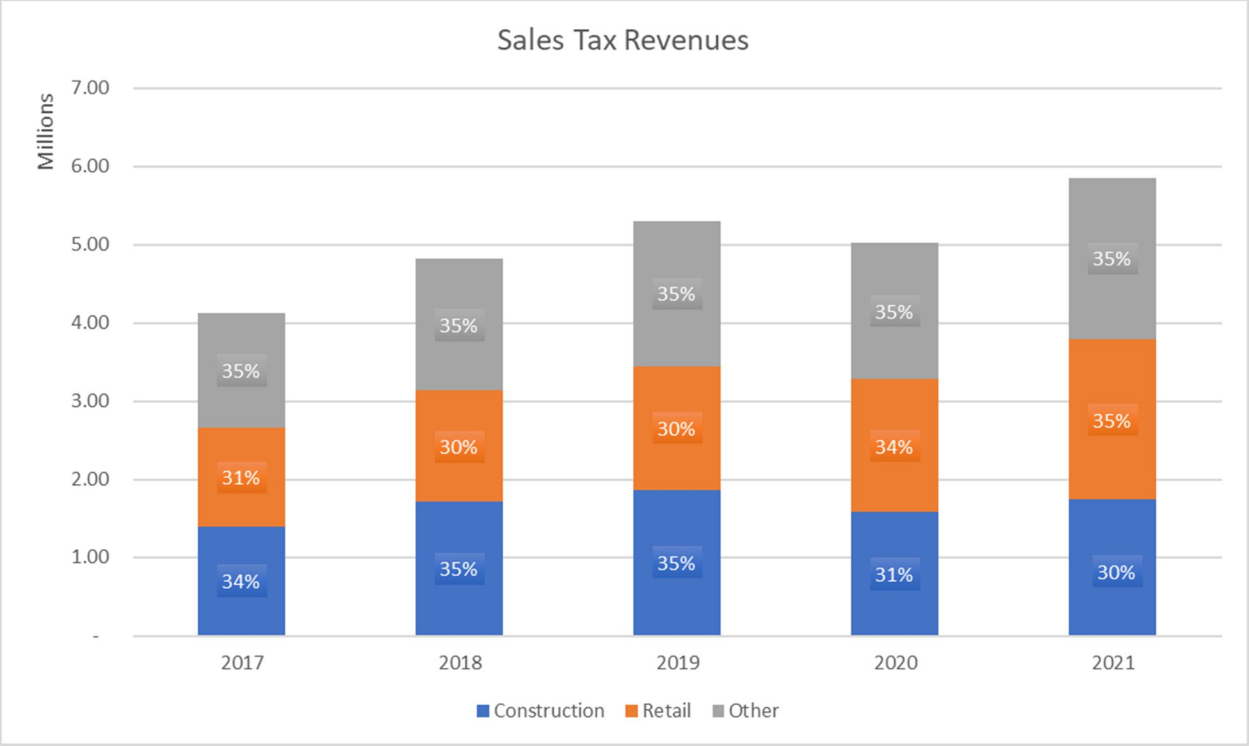
Sales Tax

Sales tax is the second largest of tax-supported revenue totaling about $11.8 million, or 32% of General Fund revenues over the last two years. Prior to the COVID-19 pandemic, the strong local economy generated significant and constant growth in sales tax. In the past three years, the City experienced large swings in its year-over-year sales tax collection, with a 5% decrease in 2020 due to the pandemic, offset by a recovery and increase of 16% in 2021.

Construction sales tax revenue is typically 30% to 35% of the sales tax base. In the last five years construction sales tax revenue has been averaging 9.5% growth. Development is highly influenced by economic conditions and historically comprises a large portion of the City's sales tax revenue, reducing the City's sales tax revenues during economic downturns. The effect of current and future COVID-19 state-wide and local public health-related business restrictions, along with other major factors including interest and employment rates, demand for new housing, and local land use policies will greatly influence forecasting future sales tax collections.

Retail trade also typically makes up approximately 30% to 35% of total sales tax revenue. Retail sales tax revenue in the last five years has been averaging 13% growth. While retail sales tax revenue is also dependent on overall economic conditions, the year-over-year growth has been more consistent than construction sales tax revenue. Retail sales collection made a significant recovery in 2021, with 21% growth over 2020, while 2020 saw growth of only 8% over 2019. Preliminary data from early 2022 indicates continued upward trends, though it is still too early to determine if this will be predictive of the remainder of 2022. Factors such as the ongoing pandemic, foreign conflict, and supply chain disruptions will likely play a role in retail sales trends in the coming biennium. In 2023 we assume a 5% increase in sales and use tax over the 2022 Revised Budget, and in 2024 we assumed another 3.5% increase over 2023.

The following chart illustrates construction and retail sales tax revenues as a percentage of total sales tax collection over the last five years.



Real Estate Excise Tax

Washington State law allows cities to impose up to a 0.5% excise tax on most property sales, which is known as the Real Estate Excise Tax (REET). REET comprises the third largest portion of the City's tax supported revenue portfolio. The City experienced substantial growth in REET from 2014 to 2017, with 2018 and 2019 showing decreases of 10% and 4% over prior years. Record high home prices and record low interest rates played a role in home sales volumes from 2020-2021. 2021 replaced 2017 as the pinnacle of REET revenue collection, bringing in an annual total of $4.2 million. While sales volumes have made modest increases, it is the historically high home values driving the growth in REET revenue. The number of properties sold in 2021 was 722 compared to the number of properties sold in 2020 which was 763, a 5% decrease. The average selling price in 2021 was $1.2 million compared to the average selling price in 2020 of $954,000, an increase of approximately 26%. Total 2021 REET revenue increased to $4.2 million, 12% higher than the $3.8 million in 2020.

It is difficult to predict whether this pattern will continue. Given the inconsistent and unusual trends, the REET revenue forecast remains conservative for the next biennium at $3.5 million in 2023 and $3.6 million in 2024.



Utility Funds

The City is in the process of beginning a new water and sewer rate study in early 2022. The study will perform a cost-of-service analysis and develop a financial plan that adequately supports the water and sewer capital and operational needs for the next ten years. It is unlikely that the study will be completed in time to inform the 2023-2024 Budget. Separate from this process, utility revenues are expected to be increased by 8% in 2023 and 7% in 2024 consistent with Ordinance 2022-05 to keep up with inflation.

Storm and Surface Water Management (SSWM) fees will also be affected by Ordinance 2022-05. SSWM revenues are projected to increase by 8% in 2023 and 7% in 2024.

Expenditure Estimates

Expense estimates were prepared for specific expenditures after an analysis of the City's past five years of expense performance and expected near-term service levels. The City's Financial Policies state recurring expenses must remain below recurring revenues. Near future expense assumptions assume that costs will increase primarily due to high inflation rates, which are expected to continue.

Expense Assumptions				
		2021 Actuals	2023	2024
Salary	$	11,919,000	8.00%	7.00%
Benefits	$	4,546,000	8.00%	7.00%
Repair & Maintenance	$	1,620,000	8.00%	7.00%
All Other Expenses	$	4,900,000	8.00%	7.00%

Personnel Costs

Personnel costs will be calculated for the 2023-2024 biennium using current position lists and approved salary schedules along with estimated costs provided by external service providers such as the Department of Retirement Services and the Association of Washington Cities (AWC). Personnel costs are expected to increase by 8% for 2023 and 7% 2024 for assumed cost-of-living adjustments and employee step increases. There are two open labor contracts that are in the process of being negotiated.

Consistent with best practices and our cost allocation methodology, the City reviewed the factors that it uses to distribute personnel costs across operating and capital funds. Departments including City Council, Public Safety, and the Municipal Court are entirely allocated to the General Fund. To prepare for the 2023-2024 budget, staff will update the data on allocation factors based on information from the most recent years. Staff uses updated data to distribute personnel costs and incorporates this information into the budget. These changes represent a redistribution of personnel expenses rather than a net increase or decrease to City personnel spending.

Other Costs

Other central costs such as insurance and utilities are updated based on recent actual costs or estimates from outside service providers.

Operating transfers will be updated to match budgeted expenditure levels.

Departmental costs will be developed for existing programs and services at approved existing service levels and then used in calculating a baseline budget that will be presented to Council in June.

Other Key Assumptions

The City completed a Building and Development Services Fund rate study in early 2022. The fee update will become effective September 1. The approved fees are included in the current revenue assumptions.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (8:15 PM) Review Employment Growth Targets in Preparation for the 2044 Kitsap Regional Coordinating Council Employment Forecast Assignments - Planning,

SUMMARY: The periodic update of the Comprehensive Plan required by the Washington State Growth Management Act requires the incorporation of an employment forecast. The purpose of tonight's meeting is establish a preliminary 2044 employment growth target.

This discussion has begun at the Kitsap Regional Coordinating Council (KRCC) level, including at the KRCC Land Use Planning Policy Committee (PlanPOL). The City Council should determine what methodology or information to use to establish the 2044 employment growth estimates the City should put forward as part of the regional planning process.

The City's existing Comprehensive Plan, was completed in 2017, and includes employment growth. The Comprehensive Plan (Housing Element Policy HO 1.7) calls for a jobs-housing balance of .8 (up from 0.59). This means that there are 0.8 jobs per housing unit. It is recommended that the Council endorse an employment growth target of 100 jobs per year (for 8 years) to create an additional 800 jobs and raise total employment capacity under exiting commercial zoning from 1,127 to a 2044 employment growth estimate of 1,927 for 2036-2044.

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

RECOMMENDED MOTION: I move to adopt the following assignment, as a preliminary number, for the 2044 employment growth forecast, for the countywide discussion at Kitsap Regional Coordinating Council (KRCC) and the Land Use Policy Committee (Plan POL):

To add an additional 100 jobs per year (for 8 years) through 2044 beyond the existing 2020 employment capacity, for a 2044 Employment Growth Estimate of +1,927 jobs.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: This discussion has begun at the Kitsap Regional Coordinating Council (KRCC) level, including at the KRCC Land Use Planning Policy Committee (PlanPOL). The City Council should determine what methodology or information to use to establish the 2044 employment growth estimates the City should put forward as part of the regional planning process.

The City's existing Comprehensive Plan, was completed in 2017, and includes employment growth. The Comprehensive Plan calls for a jobs-housing balance of .8 (up from 0.59). This means that there are 0.8 jobs per housing unit. It is recommended that the Council endorse an employment growth target of 100 jobs per year (for 8 years) to create an additional 800 jobs and raise total employment capacity under exiting commercial zoning from 1,127 to a 2044 employment growth estimate of 1,927 for 2036-2044.

See attached Staff Memo for more information.

ATTACHMENTS:

Staff_Memo for Council discussion of 2044 Employment Targets.pdf

2020 COBI Employment Information.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

Department of Planning and Community Development

Memorandum

Date: April 8, 2022
To: City Council
via Blair King, City Manager
From: Jennifer Sutton, AICP, Senior Planner
Mark Hofman, AICP, Interim Director
Subject: Discussion of 2044 Initial Employment Growth Target Process

I. Meeting Purpose

The purpose of tonight's City Council discussion is to consider the City's 2044 employment growth target. This discussion has begun at the Kitsap Regional Coordinating Council ("KRCC") level, including at the KRCC Land Use Planning Policy Committee (PlanPOL). City planning staff will assist the City Council to determine what methodology or information to use to determine what 2044 employment growth estimate the City should put forward through the ongoing KRCC discussions.

The City Council began this discussion regarding planning for 2044 population growth at the March 1, 2022 City Council meeting . The next PlanPOL meeting is April 19, 2022.

II. City Comprehensive Plan, Growth Targets and the GMA

The Washington State Growth Management Act ("GMA", RCW 36.70A) requires that for communities planning pursuant to the GMA, that Comprehensive Plans be updated every 8 years (known as the periodic update). The Comprehensive Plans are crafted to plan for 20-years into the future for land use, transportation, and other capital facilities. Twenty-year population and employment forecasts are generated at a countywide-level, and then counties and their cities coordinate to apportion county-wide growth between cities and counties.

Existing City Comprehensive Plan: Planning for 2036

For background, the City's existing Comprehensive Plan ("Plan") was initially adopted in 1994 and was most recently updated in in early 2017. The Plan plans for growth through 2036. The population and employment growth of the current Plan is summarized in the tables found on page 18 of the *Introduction (Tables IN-1 & IN-2,* at right), and acknowledged again at the beginning of the *Land Use Element* (see Goal LU-1 and Policy LU 1.1). In addition to within the *Introduction*, goals and policies employment and commercial development

Table IN-1: City of Bainbridge Island Population Capacity and Demand	
2036 Residential Population Forecast/Target	28,660
Population Capacity Under Existing Zoning	6,814
2010-2036 Allocated Population Growth	5,635
Net 20-Year Population Capacity (+ or -)	+1,179
Population Capacity/Demand Ratio	1.21

Table IN-2: City of Bainbridge Island Employment Capacity and Demand	
Employment Capacity Under Existing Commercial Zoning	2,941 jobs
2036 Employment Growth Forecast/Target	2,808 jobs
Net 20-Year Population Capacity (+ or -)	+133 jobs
Employment Capacity/Demand Ratio	1.04

considerations can be found in several Plan Elements, including the Land Use, Economic, Housing, Transportation, Cultural, and Human Service Elements.

For example, Housing Element Policy HO 1.7 which is *Achieve a jobs-housing balance of .8 (up from 0.59).*

This refers to the ratio of Bainbridge Island jobs to the number housing units. The 0.59 ratio referred to in the Housing Element policy can be found on page 61 of the Housing Needs Assessment, which was completed in 2014. A lower jobs/housing ratio could result in Bainbridge Island being characterized as a bedroom or retirement community. To increase the ratio, the number of jobs on Bainbridge Island would need to grow at a faster rate than the growth in the number of new housing units.

Additional demographic and employment information that informed the last Plan update can be found in Appendix A Economic Profile and Appendix B Housing Needs Assessment.

The City's next periodic Plan update is schedule to be completed by December 31, 2024, and will plan for growth for the following 20-years—out to 2044. In 2022, the Washington State Legislature approved a bill to increase the periodic review window from 8 to 10 years to better align with decennial US Census data.

III. Forecasting 2044 Bainbridge Island Employment Growth

Through KRCC, the City is coordinating with Kitsap County and other Kitsap cities, including Bremerton, Port Orchard, and Poulsbo, on initial 2044 population and employment forecasting. The County and its Cities are also coordinating under Vision 2050, the regional growth strategy developed by Puget Sound Regional Council (PSRC). Bainbridge Island is identified as one of four Kitsap *High Capacity Transit Communities* ("HCTC"), along with Port Orchard, Poulsbo, and Kingston, in Vision 2050, which calls for Kitsap HCTCs) to accommodate an estimated 32% of 2020-2044 countywide employment growth, which account for an additional 14,728 jobs. The current coordination on 2044 population and employment forecasting is taking place through the KRCC committee system, including the Land Use Technical Advisory Committee (made up of Planning Directors) and PlanPOL. Information that the City could use to estimate future job growth through 2044 includes recent employment numbers and employment capacity from the recently completed Kitsap Buildable Lands Report (BLR, Nov. 2021) (See below).

Employment Forecasting: Using Bainbridge Island Data	
November 2021 BLR	
Current Comprehensive Plan: Employment Growth through 2036	2,808 jobs
2020 BI Employment Capacity Under Existing Commercial Zoning (Exhibit 52, BLR)	1,127 jobs
Remaining 2020-2036 Employment Target (Exhibit 52, BLR)	1,024 job
2020 Capacity – Remaining 2020-2036 Target	+103
Current City Data	
2020 BI Employment/Jobs Estimate (See attached Table 16 COBI Financial Report)	8,131 jobs
2020 BI Housing Units	11,316 units
2020 Jobs/Housing Ratio Estimate (See Policy HO 1.7 above)	0.72
Estimating 2044 Employment Growth	
2044 BI Employment Growth Estimate at 100 jobs per year 2036-2044 Growth (+ 800 jobs to 2020 Employment Capacity)	1,927 jobs

IV. FORECASTING 2044 POPULATION GROWTH

Employment forecasting is subject to many variables. Relying on existing data (See table above), City staff proposes an option for City Council consideration:

> **Employment Growth Option:** Add 100 jobs per year for 8 years through 2044 beyond the existing 2020 employment capacity, for a 2044 Employment Growth Estimate of +1,927 jobs.

If the City desires to increase employment capacity beyond the current employment capacity of 1,127 jobs to 1,927 jobs, the City could amend commercial development standards to increase employment capacity, in conjunction with the 2024 Comprehensive Plan periodic update. The City could consider one or more of the following options:

- For the Mixed Use Town Center and High School Road zoning districts: Increase the amount of commercial Floor Area Ratio ("FAR"), lot coverage and/or building height allowed (See BIMC 18.12.020).
- For Neighborhood Center and Business/Industrial zoning districts: Increase the amount of lot coverage and/or building height allowed (See BIMC 18.12.020).
- Increase the amount of mixed use and/or commercial (Business/Industrial) zoned land by changing the zoning of adjacent residentially zoned properties

Notably, the current work being done at KRCC relies on the 2044 growth estimates modeled by the Puget Sound Regional Council ("PSRC"). The City anticipates the Washington State Office of Financial Management ("OFM") will release its 2044 countywide growth forecasts on or about December 2022. The County and its cities, through KRCC, may need to adjust the 2044 growth targets to align with OFM forecasts.

V. NEXT STEPS:

City Staff recommends that the City Council consider discussing what information and methodology the City should use at this time to estimate the City's 2044 employment forecast. This topic will be discussed at the April 19, 2022, Land Use Policy ("Plan Pol") meeting.

Table 16: Principal Employers
Current Year and Ten Years Ago

	2020			2011		
Employer	Employees[1]	Rank	Percentage of Total City Employment	Employees*	Rank	Percentage of Total City Employment
Bainbridge Island School District	640	1	7.9%	382	1	6.8%
Sage /Redington/Fairbanks	100	7	1.2%	154	2	2.7%
Safeway	123	6	1.5%	136	3	2.4%
Avalara				126	4	2.2%
Washington State Ferry System[2]	166	3	2.0%	122	5	2.2%
Town and Country Markets, Inc.	140	4	1.7%	117	6	2.1%
City of Bainbridge Island	130	5	1.6%	115	7	2.0%
Soundcare Inc dba Messenger House	68	9	0.8%	96	8	1.7%
Bainbridge Athletic Club			0.0%	77	9	1.4%
Island Fitness			0.0%	70	10	1.2%
Islandwood	60	10	0.7%			0.0%
Storyville Coffee Company	90	8	1.1%			
Far Bank Enterprises	201	2				
Subtotal of ten largest employers	1,718		18.7%	1,395		24.7%
All other employers	6,413		81.3%	4,254		75.3%
Total City of Bainbridge Island employment	8,131		100.0%	5,649		100.0%

Sources: Washington State Employment Security Department, Kitsap Economic Development Alliance, Washington State Department of Revenue - Business Licensing Service

[1] Includes part-time employees, where applicable

[2] WSF home ported a ferry, the Sealth, at Bainbridge Island in 2020. The ferry's assigned worforce is added to the total terminal and yard employees.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:35 PM) Set a Public Hearing regarding Ordinance No. 2022-09 relating to Small Wireless Facilities - Executive/Planning,

SUMMARY: This item is to set a public hearing on Ordinance No. 2022-09, which sets forth proposed permanent small wireless facility design standards and related regulations to govern the deployment and modification of small wireless facilities on Bainbridge Island. The proposed regulations have been considered by the Planning Commission and the City Council over the past few years and interim regulations have been in place as part of that process. In previous Planning Commission discussions, this ordinance was numbered as Ordinance No. 2019-38, Ordinance No. 2020-04, and renumbered again in 2021 as Ordinance No. 2021-05.

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

RECOMMENDED MOTION: I move to set a public hearing on Ordinance No. 2022-09 on April 26, 2022.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: Under federal law, the Federal Communications Commission ("FCC") is granted extensive powers to regulate telecommunication services in the United States. On September 5, 2018, the FCC issued an order ("FCC Order") that dramatically changed how local governments can regulate deployments of small wireless facilities ("SWFs"). Some of the order came into effect on January 14, 2019, while the rest of the order came into effect on April 14, 2019. The FCC Order imposes limitations on local municipalities, including the City of Bainbridge Island ("City"), regarding processing and review of all permits associated with the deployment of SWFs, and permanent regulations are needed to ensure that the City is in compliance with what federal law requires.

The purpose of SWFs is to augment capacity for wireless data traffic in dense areas (primarily downtown cores and residential neighborhoods). SWFs typically consist of an antenna less than 3 cubic feet in volume, an equipment box, and wiring or "fiber." SWFs are typically mounted on utility or light poles in the right-of-way, or

on an existing building or structure located outside of the right-of-way. Attached is a PowerPoint presentation that includes visuals of such facilities.

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

On June 11, 2019, the Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim small wireless facility design standards adopted by Ordinance No. 2019-15.

On August 13, 2019, the Council directed the Planning Commission to begin work on permanent regulations to replace the interim regulations adopted by Ordinance No. 2019-15. On September 12, 2019, the Planning Commission began consideration of such permanent regulations.

As set forth in detail in the "Whereas" clauses of Ordinance No. 2022-09 (attached), the regulations at issue have undergone a comprehensive review and process with the Planning Commission over multiple meetings, culminating in a public hearing on August 13, 2020 regarding Ordinance No. 2020-04 (which has been renumbered as Ordinance No. 2022-09). Following that public hearing on August 13, 2020, the Planning Commission recommended approval of the ordinance with five amendments. Those recommended changes are set forth as follows (and are captured in the attached Planning Commission minutes):

1. Add provisions for a small wireless applicant to conduct a visual impact analysis and propose mitigation for any impacts as part of a permit application process. Requiring the project applicant to provide this analysis as part of a permit application will expedite the time required to process a permit by the Planning Department.

2. Add provisions to require that a proposed pole be located to mitigate the visual impact. This would give the Planning Director clear authority to require that a pole be placed in a location other than the one proposed by the applicant where relocation is warranted to avoid or mitigate visual impacts.

3. Add provisions that require the Planning Director, as the decisionmaker, to apply criteria to determine whether a visual impact identified by a project applicant has been mitigated.

4. Add provisions that require a conditional use permit for installation of small wireless poles in Conservation Areas of the island where poles do not currently exist, and include as a permit requirement the evaluation of visual impacts and mitigation of those impacts. Requiring a conditional use permit for new poles is consistent with existing Code treatment of monopole or lattice towers and other wireless communication facilities as conditional uses in Conservation Areas of the island, as set forth in Table 18.09.020.

5. Add provisions that allow an administrative appeal of the Planning Director’s decision rather than requiring a lawsuit in Kitsap Superior Court to appeal a Director decision.

As also described in the "Whereas" clauses of Ordinance No. 2022-09, the City Council has received updates regarding the proposed regulations as part of this process, including at Council meetings on April 6, 2021 and in October 2021. On October 26, 2021, the Council adopted the most recent extension of the interim regulations that have been in place while the permanent regulations were under consideration by the Planning Commission and the Council. The current extension extended the interim control until May 14, 2022 and in adopting that extension, the Council indicated that the goal was to not have any further extensions of the interim control and to adopt permanent regulations.

The attached ordinance, Ordinance No. 2022-09, sets forth the proposed permanent regulations. The public hearing draft is based on the proposed regulations as recommended by the Planning Commission, including text that is intended to meet the intent of the Planning Commission's five amendments as above described. Text related to accomplishing those amendments is included in gray highlighted text in the proposed ordinance. Also included are comment boxes to identify which Planning Commission recommendation is being addressed with each area of new text in the draft code.

The draft ordinance also includes yellow highlighted text, which are limited changes that the City Attorney and the City's outside legal expert are recommending related to updates and clarifications regarding eligible facility requests.

The draft is being provided in this format because the recommendation by the City Attorney and the City's expert legal consultant regarding the proposed regulations is not to include the gray highlighted text (which is based on the Planning Commission's five amendments above described). The reason, in brief, that the City Attorney is making this recommendation is due to federal law preemption issues. The Planning Commission's recommendation regarding the five amendments is based in significant part on regulations adopted by Kitsap County which relate to, for example, a "visual impact analysis" procedure. Based on the City's due diligence regarding this matter, the City Attorney and the City's expert legal consultant are not recommending such an approach for several reasons that relate to federal law requirements that govern such regulations.

Included with this agenda item is a memorandum dated June 19, 2020 from the City's expert legal consultant, Daniel Kenny of Ogden, Murphy, Wallace. That memo describes several reasons why Mr. Kenny does not recommend the proposed visual impact analysis approach. The City Attorney concurs with Mr. Kenny's recommendation.

Mr. Kenny's analysis includes consideration of the federally-imposed time limits that apply to the permits at issue, and the difficulties imposed by such time limits in the context of the amendments recommended by the Planning Commission. An additional consideration is that the approach being utilized by Kitsap County includes rather vague standards that likely would be difficult for the City to apply and enforce.

As such, the recommendation of Mr. Kenny and the City Attorney is to adopt a version of Ordinance No. 2022-09 that does not include the gray highlighted text. Mr. Kenny and the City Attorney will be available as part of this agenda item to answer any questions the Council may have about this recommended approach.

As a final note, the proposed regulations are the result of a multitude of hours of work by the Planning Commission, City staff, and Mr. Kenny. The proposed regulations are very detailed and include a variety of provisions that will allow the City to regulate small wireless facilities consistent with community standards, including related to where such facilties are located and regarding the visual and other impacts of such facilities. The attached PowerPoint presentation provides additional background related to some of the key provisions of the proposed regulations.

ATTACHMENTS:

Ordinance No. 2022-09 Small Wireless Code Revisions - Public Hearing Draft

Small Wireless Code Presentation (for Council 4-12-22)

[For Background] Planning Commission Minutes - August 13, 2020

[For Background] Draft Small Wireless Code Revisions Memo from Daniel Kenny 061920

FISCAL DETAILS:

Fund Name(s):

Coding:

PUBLIC HEARING DRAFT
(WITH ADDITIONS)

ORDINANCE NO. 2022-09

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to telecommunications facilities; amending Title 18 of the Bainbridge Island Municipal Code; adding a new Chapter 18.10A BIMC, authorizing and establishing design and concealment standards for small wireless facilities; amending BIMC 18.10.020 and BIMC 18.36.030 regarding definitions; revising BIMC 18.10.010 to adopt an applicability section; repealing and replacing in full Chapter 18.11 BIMC concerning eligible facilities requests; amending Table 18.09.020, BIMC 18.09.030, BIMC 18.10.030, and BIMC 2.16.040; amending BIMC 19.10.020, .030, and .070 to add requirements for small wireless facility permit submissions; and repealing the interim official control established by Ordinance No. 2019-15, and extended by Ordinance Nos. 2019-31, 2020-11, 2020-22, 2021-14, and 2021-29.

WHEREAS, on September 5, 2018, the Federal Communications Commission ("FCC") adopted a Declaratory Ruling, Order, and Regulation ("FCC Order") which imposes limitations on local municipalities including the City of Bainbridge Island ("City") regarding processing and review of all permits associated with the deployment of small wireless facilities; and

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

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

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to co-locate wireless communications facilities, and which regulations directly impact Chapter 18.11 of the Bainbridge Island Municipal Code ("BIMC"); and

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

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

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

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

WHEREAS, on May 14, 2019, the City Council also enacted amendments to its existing master permit code provisions contained in Title 19 BIMC and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

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

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

WHEREAS, on September 12, 2019 and October 24, 2019, the Planning Commission considered permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, the interim official control, adopted by Ordinance No. 2019-15, was scheduled to expire on November 14, 2019, unless extended by the City Council; and

WHEREAS, on October 8, 2019, the City Council set a public hearing for October 22, 2019 on Ordinance No. 2019-31, related to extending the interim official control; and

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31 and adopted the ordinance following the public hearing, extending the interim official control originally adopted by Ordinance No. 2019-15 until May 14, 2020; and

WHEREAS, on October 24, 2019, the Planning Commission considered Ordinance No. 2019-38 (related to the proposed permanent regulations) and reviewed comments submitted by industry representatives; and

WHEREAS, on December 12, 2019, the Planning Commission further considered Ordinance No. 2019-38; and

WHEREAS, on January 1, 2020, draft Ordinance No. 2019-38 was renumbered to be Ordinance No. 2020-04; and

WHEREAS, on January 23, 2020, the Planning Commission further considered Ordinance No. 2020-04; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared a state of emergency in response to the spread of COVID-19 in Washington state; and

WHEREAS, on March 9, 2020, the City Manager issued a Proclamation of Emergency in response to the COVID-19 public health emergency; and

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-06, affirming the Proclamation of Emergency; and

WHEREAS, the COVID-19 public health emergency significantly disrupted City operations and led to the cancellation of multiple meetings of the Planning Commission; and

WHEREAS, on April 14, 2020, the City Council set a public hearing for April 28, 2020 on Ordinance No. 2020-11, related to extending the interim official control; and

WHEREAS, on April 28, 2020, the City Council held a public hearing on Ordinance No. 2020-11 and adopted the ordinance following the public hearing, extending the interim control originally adopted by Ordinance No. 2019-15 until November 14, 2020; and

WHEREAS, the Planning Commission continued its discussion of permanent regulations to replace the interim official control during its May 28, 2020, June 11, 2020, June 25, 2020, July 23, 2020, and August 13, 2020 meetings; and

WHEREAS, on August 13, 2020, the Planning Commission held a public hearing on Ordinance No. 2020-04; and

WHEREAS, on August 13, 2020, following the public hearing, the Planning Commission forwarded Ordinance No. 2020-04 for City Council consideration with a recommended approval with five amendments; and

WHEREAS, in a related matter, on August 12, 2020 a three-judge panel of the U.S. Court of Appeals for the Ninth Circuit entered its decision on five consolidated cases challenging the FCC Order preempting many aspects of local government regulation of small wireless facilities; and

WHEREAS, City staff and the City Council needed additional time to understand the impacts of the Ninth Circuit's decision on the Planning Commission's recommendation and Ordinance No. 2020-04; and

WHEREAS, the City Council found that an additional six-month extension of the interim official control adopted by Ordinance No. 2019-15 was necessary to allow the Council time to develop, consider, and process permanent regulations to replace the interim official

control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim official control; and

WHEREAS, on October 13, 2020, the City Council set a public hearing for October 27, 2020 on Ordinance No. 2020-22, related to extending the interim official control; and

WHEREAS, on October 27, 2020, the City Council held a public hearing on Ordinance No. 2020-22 and adopted the ordinance following the public hearing, extending the interim official control until May 14, 2021; and

WHEREAS, on April 6, 2021, City staff provided an update to the City Council related to the interim control regulations, including by informing the Council that City staff were engaged in additional research and analysis related to the recommendations made by the Planning Commission via proposed Ordinance No. 2021-05 (formerly Ordinance No. 2020-04), and that, in relevant part, the Planning Commission made recommendations that are based on regulations in place in Kitsap County, and City staff was conducting due diligence regarding those recommendations and the related Kitsap County regulations, and that the due diligence was not yet complete so an extension of the interim control was necessary to allow time to complete that work and the remaining work on work plan related to the interim control; and

WHEREAS, on April 13, 2021, the City Council set a public hearing for April 27, 2021 on Ordinance No. 2021-14, related to extending the interim official control; and

WHEREAS, on April 27, 2021, the City Council held a public hearing on Ordinance No. 2021-14 and adopted the ordinance following the public hearing, extending the interim official control until November 14, 2021; and

WHEREAS, the City continued to engage in research and analysis related to the recommendations made by the Planning Commission via proposed Ordinance No. 2021-05, and that work took longer than expected based on several factors, including that City staff were working to reconcile differences between the Planning Commission's recommendation and the recommendation of an expert legal consultant the City engaged with to assist in the drafting of the regulations at issue, and City staff worked to provide to the City Council the most up-to-date information and analysis related to legal requirements pertaining to those recommendations, as well as in the context of the experience of Kitsap County in interpreting and implementing similar regulations, and that work was not yet complete; and

WHEREAS, an extension of the interim regulations was necessary to allow more time for City staff to work with the City Council to complete the work plan related to the interim regulations, including the research, analysis, and outreach above described; and

WHEREAS, on October 12, 2021, the City Council set a public hearing on Ordinance No. 2021-29 for the October 26, 2021 Council meeting, related to extending the interim official control for an additional six months; and

WHEREAS, on October 26, 2021, the City Council held a public hearing on Ordinance No. 2021-29 and adopted the ordinance following the public hearing, extending the interim official control initially adopted via Ordinance No. 2019-15, and extended by Ordinance Nos. 2019-31, 2020-11, 2020-22, and 2021-14, until May 14, 2022; and

WHEREAS, City staff, working with the City's expert consultant, have completed the due diligence above referenced related to the permanent regulations recommended by the Planning Commission and have prepared this ordinance based on what City staff and the City's expert legal consultant is recommending related to the Planning Commission's recommendations and more generally, including as relates to the proposed regulatory provisions at issue that are directly impacted by federal preemption considerations; and

WHEREAS, without an extension of the interim regulations last extended by Ordinance No. 2021-29 to May 14, 2022, those interim regulations will expire on that date, and the understanding from City staff based on the Council's discussion regarding the most recent extension of the interim regulations is that the goal is not to further extend the interim control and instead adopt permanent regulations; and

WHEREAS, this Ordinance No. 2022-09 is intended to accomplish the objective articulated by the City Council via the adoption of the permanent regulations set forth in this ordinance.

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

Section 1. Repeal of Interim Official Control. The interim official control, originally adopted as Ordinance No. 2019-15, and subsequently extended by Ordinance No. 2019-31, Ordinance No. 2020-11, Ordinance No. 2020-22, Ordinance No. 2021-14, and Ordinance No. 2021-29, is hereby repealed in its entirety and shall no longer be in force or effect as of the effective date of this Ordinance No. 2022-09.

Section 2. Amendment of BIMC 18.10.010. Section 18.10.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

18.10.010 – ~~Purpose.~~ General Provisions.

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

B. Applicability

1. Applicability. The provisions of this chapter shall apply to all new WCFs located within the boundaries of the city, and for any modification to an existing WCF that is not governed by Chapter 18.11 BIMC, provided that this chapter shall not apply to small wireless facilities permitted under Title 19 BIMC and subject to Chapter 18.10A BIMC.

2. Permit Required. Any person who desires to place any WCF within the boundaries of the city must apply to the city for the appropriate wireless communication facility permit.

3. Lease Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located upon a city-owned structure, or upon non-right-of-way property which is either city-owned or city-leased, the applicant shall be required to enter into a lease agreement with the city for the use of the city property.

4. Master Permit Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located within the city's right-of-way, the applicant shall be required to obtain a master permit, consistent with Title 19 BIMC, from the city for the use of the city's right-of-way.

Section 3. Amendment of BIMC 18.10.020. Section 18.10.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

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

A. "Antenna(s)" means any system of electromagnetically tuned wires, poles, rods, reflecting discs or similar devices used to transmit or receive electromagnetic waves between terrestrial and/or orbital based points, including, but not limited to:

1. Omni-directional (or "whip") antenna(s), which transmits and receives radio frequency signals in a 360-degree radial pattern;

2. Directional (or "panel") antenna(s), which transmits and receives radio frequency signals in a specific directional pattern of less than 360 degrees;

3. Parabolic antenna(s) (or "dish" antenna(s)), which is a bowl-shaped device for the reception and/or transmission of communications signals in a specific directional pattern; and

4. Ancillary antenna(s), which is an antenna less than 12 inches in its largest dimension and is not directly used to provide personal wireless communications services, such as a global positioning satellite ("GPS") antenna.

B. “Co-location” means placing and arranging multiple providers’ antennas and equipment on a single support structure or equipment pad area.

C. “Electromagnetic field” or “EMF” means the field produced by the operation of equipment used in transmitting and receiving radio frequency signals.

D. “Equipment facility” means any structure used to house electronic equipment, cooling systems and back-up power systems associated with a WCF, including shelters, enclosures, cabinets and other similar structures.

E. “Facility I” means a wireless communication facility consisting of an antenna that is either: (1) four feet or less in height and with an area of not more than 580 square inches in the aggregate; or (2) if a tubular antenna, no more than four inches in diameter and no more than six feet in length.

F. “Facility II” means a wireless communication facility consisting of up to three antennas, each of which is a microcell with associated equipment facilities six feet or less in height and no more than 48 square feet in floor area.

G. “Lattice tower” means a wireless communication support structure that consists of metal crossed strips or bars to support antennas and related equipment.

H. “Monopole” means a wireless communication facility that consists of a support structure, the height of which shall not exceed 120 feet in height not including antennas.

~~G~~I. “Support structure” means any structure, designed and constructed specifically to support an antenna array, including a monopole, self-supporting (lattice) tower, guy-wire support tower and any other similar structures. Any device (attachment device) used to attach a WCF to an existing structure or building (attachment structure) shall be excluded from the definition of and regulations applicable to support structures.

~~H~~J. “Wireless communication facility” or “WCF” means an unstaffed facility for the transmission and/or reception of radio frequency, microwave or other signals for commercial communications purposes, including and typically consisting of antennas, ~~equipment shelter or cabinet~~ equipment facilities, transmission cables, a support structure required to achieve the necessary elevation, and reception and transmission devices and antennas.

~~I~~K. “Wireless communication services” means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

Section 4. Amendment of BIMC 18.10.030. Subsection 18.10.030.B.1 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

1. A facility I or II, or a monopole or lattice tower located in a nonresidential zone that does not exceed the maximum building height of the zone established in Chapter 18.12 BIMC; or

Section 5. Amendment of Table 18.09.020. The Utility and Telecommunications section of Table 18.09.020 of the Bainbridge Island Municipal Code is hereby amended to read as shown on attached **Exhibit A**.

Section 6. Amendment of BIMC 18.09.030. Section 18.09.030 of the Bainbridge Island Municipal Code is hereby amended to include a new Subsection 18.09.030.B.5, to read as follows:

5. Small wireless facilities. Small wireless facilities are prohibited on any property containing a residential use in the residential zones except where allowed under BIMC 18.10A.040.E.13.

Section 7. Amendment of BIMC 18.09.030. Section 18.09.030 of the Bainbridge Island Municipal Code is hereby amended to include a new Subsection 18.09.030.F.4, to read as follows:

4. In accordance with Chapter 18.10 BIMC, the department of planning and community development may grant permit approval for:

a. A facility I or II, or a monopole or lattice tower located in a nonresidential zone that does not exceed the maximum height of the zone; or

b. A facility I or II in a multifamily, business, commercial, or town center zone on an existing building or structure; provided, that the facility is no higher than 15 feet above the existing building or structure or the permitted height for the zone, whichever is higher; or

c. A facility I or II in a residential zone on a nonresidential building or structure; provided, that the facility is no higher than 15 feet above the permitted height in the zone.

d. All other WCFs require conditional use permit review and approval by the city hearing examiner.

e. For the purposes of this subsection and Table 18.09.020, the terms “Facility I,” “Facility II,” “Lattice Tower,” “Monopole,” “WCF,” and “Wireless Communication Facility” shall have the same meaning as defined in Chapter 18.10 BIMC.

Section 8. Adoption of New Chapter 18.10A BIMC. Title 18 of the Bainbridge Island Municipal Code is hereby amended to include a new Chapter 18.10A BIMC, to read as follows:

Chapter 18.10A
USE REGULATIONS - SMALL WIRELESS FACILITIES

18.10A.010 Purpose.
18.10A.020 Applicability.
18.10A.030 Definitions.
18.10A.040 Design and concealment standards for small wireless facilities.
18.10A.050 New poles for small wireless facilities.

18.10A.010 Purpose.

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

A. Manage reasonable access to the right-of-way of the City for communication purposes on a nondiscriminatory basis.

B. Conserve the limited physical capacity of the public rights-of-way held in public trust by the City.

C. Ensure that all service providers maintaining facilities or providing services within the City comply with the ordinances, rules, and regulations of the City.

D. Reduce unnecessary local regulation of providers and services.

E. Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare.

F. Encourage the provision of advanced and competitive telecommunications on the widest possible basis to the businesses, institutions, and residents of the City.

G. Encourage the design of such small wireless facilities to be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.

H. Encourage the co-location or attachment of small wireless facilities on existing support structures to help minimize the total number and impact of such structures throughout the community.

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

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

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

3. Potential adverse visual, aesthetic, and safety impacts of small wireless facilities be minimized.

18.10A.020 Applicability.

Any application for a small wireless facility both inside and outside of the right-of-way shall comply with the following application requirements for a small wireless facility permit described in this chapter. Applications must also comply with the small wireless facility permit requirements of Title 19 BIMC. For small wireless facilities inside the right-of-way, the applicant must also obtain a master permit as may be required under Title 19 BIMC.

18.10A.030 Definitions.

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

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

B. "Applicant" means any person submitting an application for a small wireless facility permit.

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

D. "Co-location" means (1) mounting or installing an antenna facility on a preexisting structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

E. "Director" means the Director of Planning and Community Development or their designee.

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

G. "Grantee" means a person holding a master permit.

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

I. “Master Permit” means the authorization granted by the City to an operator of a telecommunications system, under Title 19 BIMC, giving the operator the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over any public right-of-way in the City, to provide a specified service within a master permit area. Such master permit shall not include or be a substitute for:

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

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

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

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

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

J. “Pole” means any human-made assemblage of materials extending above or below the surface of the earth and affixed or attached thereto that is capable of supporting a small wireless facility.

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

1. State highways;

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

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

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

5. Lands owned or managed by the state parks and recreation commission; or

6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Section 912 and related provisions of federal law that are not open for motor vehicle use.

L. "Service provider" is defined consistently with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of telecommunication services.

M. "Small wireless facility" and "small wireless facilities" shall have the same meaning as "small wireless facility" as set forth in 47 CFR §16002, as may be amended. As of the effective date of Ordinance No. 2022-09, 47 CFR §16002 defines "small wireless facility" to mean facilities that meet each of the following conditions:

1. The facilities:

   a. Are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR §1.1320(d); or

   b. Are mounted on structures no more than 10 percent taller than other adjacent structures; or

   c. Do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

2. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 CFR §1.1320(d)), is no more than three cubic feet in volume;

3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any preexisting associated equipment on the structure, is no more than 28 cubic feet in volume;

4. The facilities do not require antenna structure registration under 47 CFR Part 17;

5. The facilities are not located on Tribal lands, as defined under 36 CFR §800.16(x); and

6. The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR §1.1307(b).

N. "Structure" means a pole, tower, base station, or building, whether or not it has an existing antenna facility, that is used, proposed to be used, or could be used for the provision of telecommunications service (whether on its own or comingled with other types of services).

O. "Telecommunications facilities" means the plant, equipment, and property including, but not limited to, cables, wires, conduits, ducts, pedestals, electronics, and other appurtenances used or to be used to transmit, receive, distribute, provide, or offer wireline or wireless telecommunications service.

P. "Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, "information" means knowledge or intelligence

represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this chapter, telecommunications service excludes the over-the-air transmission of broadcast television or broadcast radio signals.

Q. "Traffic Signal Poles" means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.

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

S. "Unified enclosure" means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

T. "Utility pole" means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

U. "Wireline" means services provided using a physically tangible means of transmission, including without limitation wire or cable, and the apparatus used for such transmission.

18.10A.040 Design and concealment standards for small wireless facilities.

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

A. Small wireless facilities attached to existing or replacement non-wooden poles, including non-wooden light poles or utility poles, shall conform to the following design criteria:

1. The applicant shall minimize to the extent possible the antenna and equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment. The antennas and equipment shall be located consistent with BIMC 18.10A.040.E.1.

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

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

4. An antenna on top of an existing pole may not extend more than six (6) feet above

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

5. Any replacement non-wooden pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way, unless the Department of Planning and Community Development otherwise approves a variation due to aesthetic or safety concerns. Any replacement non-wooden pole located in the right-of-way shall be placed as close to the original pole as possible, but no more than five (5) feet from the existing pole location.

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

7. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a twenty (20) inches measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection E.6 below.

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

B. Wooden pole design standards. Small wireless facilities located on existing or replacement wooden poles, including wooden light poles or utility poles, shall conform to the following design criteria:

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

2. A pole extender may be used instead of replacing an existing wooden pole but may not increase the height of the existing wooden pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient

separation and/or clearance from electrical and wireline facilities. A “pole extender” as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

3. Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City, unless the Department of Planning and Community Development otherwise approves a variation due to aesthetic or safety concerns.

4. Antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall be colored, tinted, or painted to match the approximate color of the surface of the wooden pole on which they are attached.

5. Antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.

6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole; provided, that each antenna enclosure shall not be more than three (3) cubic feet in volume.

7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B.1 above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches in diameter, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

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

9. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

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

11. Equipment for small wireless facilities shall be located consistent with BIMC 18.10A.040.E.1. If equipment is allowed to be placed on the wooden pole, the equipment must be placed in the smallest enclosure possible for the intended purpose. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

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

13. The diameter of a replacement wooden pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing wooden pole measured at the base of the pole, unless additional diameter is needed for structural integrity of the pole, and shall comply with the requirements in subsection E.6 below.

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

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

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

6. Small wireless facilities shall be colored, painted, and textured to match the adjacent building surfaces, unless otherwise technically infeasible.

7. Small wireless facilities must meet the height requirement of the underlying

zoning district.

8. Feed lines and coaxial cables shall be located below the parapet of the rooftop.

9. If a cabinet enclosure cannot be located within the building on which the wireless communication facilities will be located, then the City's first preference is for the wireless telecommunication carrier to locate the equipment on the roof of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, the proposed screening must be consistent with the existing building in terms of color, design, architectural style, and material. If the cabinet equipment cannot be located on the roof or within the building, then it shall be located underground consistent with BIMC 18.10A.040.E.1.

D. Small wireless facilities mounted on cables strung between existing poles (i.e., a strand mounted small wireless facility), including light poles or utility poles, shall conform to the following standards:

1. Each strand mounted small wireless facility shall not exceed four (4) cubic feet in volume.

2. Only one strand mounted small wireless facility is permitted between any two existing poles.

3. The pole must be able to support the necessary load requirements of the strand mounted small wireless facility.

4. A strand mounted small wireless facility shall be placed as close as possible to the nearest pole supporting the cable on which the small wireless facility is mounted, and in no event more than five (5) feet from the pole unless a greater distance is technically necessary or is required by the pole owner for safety clearance.

5. No strand mounted small wireless facility shall be located in or above the portion of the roadway open to vehicular traffic.

6. Ground mounted equipment needed to accommodate a strand mounted small wireless facility is not permitted except when placed in preexisting equipment cabinets.

7. Pole mounted equipment shall comply with the requirements of subsections A or B above, as applicable.

8. Strand mounted small wireless facilities must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).

9. Strand mounted small wireless facilities are only permitted on existing overhead wirelines supported by existing poles.

E. General requirements for all installation types.

1. All equipment, except antennas and conduit, associated with installations in the R-0.4 zoning district shall be ground mounted, placed underground, completely concealed within the pole, or placed on private property consistent with the regulations identified in (a), (c), (d), and (e) below unless the applicant can demonstrate that each of those possible locations are technically infeasible, in which case the equipment may be placed in accordance with (b) below. All equipment associated with installations in the Mixed Use Town Center, High School Road I and II, and Neighborhood Center zoning districts shall be located on the pole, completely concealed within the pole, or placed on private property consistent with the regulations identified in (a), (b), and (d) below unless the applicant can demonstrate that each of those allowed locations are technically infeasible, in which case the equipment may be placed in accordance with (c) or (e) below. All equipment associated with installations in any other zone not identified above may be installed consistent with one of the methods identified in (a) through (e) below.

a. Concealed completely within the pole or pole base. If antennas and associated equipment enclosures (including disconnect switches and other appurtenant devices) are located within the pole or pole base, they shall be fully concealed within the pole. Further, if located within the pole base, the base shall meet ADA requirements and not impact the pedestrian access route.

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

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

located within an existing pedestrian access route. Antennas are not subject to this paragraph due to technological limitations of such placement.

d. On private property. If located on private property, the applicant shall submit a copy of a letter of authority from the private property owner prior to the small wireless facility permit issuance. Such a letter shall clearly evidence that the private property owner consents to use of the property for the purpose stated herein. Any such installation on private property must conform to all applicable regulations, including but not limited to zoning regulations, that apply to that property.

e. On the ground in the right-of-way. If the equipment is located on the ground in the right-of-way, the equipment enclosure on the ground and all other wireless equipment associated with the pole (including but not limited to conduit), including wireless equipment associated with the antenna and any preexisting associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. The equipment located on the ground shall be placed within one enclosure not to exceed four (4) feet in height. Such enclosure must be colored and designed in a manner that minimizes the visual impact of the enclosure. The location of the equipment on the ground must comply with all applicable setback and access requirements including ADA requirements. Prior to the issuance of any permit related to a small wireless facility which includes ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such ground mounted equipment.

2. Even if one of the designated equipment locations is technically feasible under BIMC 18.10A.040.E.1, the Director may determine that equipment located in a non-preferred location is in fact a superior alternative if the non-preferred location:

a. Provides equal or greater protection to public vantage points, view corridors, and scenic vistas to support Bainbridge Island's sense of place, identity, and orientation; and

b. Satisfies one or more of the following criteria:

i. Has a greater natural resource conservation value;

ii. Results in less adverse impact to adjoining properties; or

iii. Results in a more practical design because of topography, critical area, or other extenuating circumstances.

3. An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any

preexisting associated equipment on the pole, do not exceed twenty-eight (28) cubic feet. The unified enclosure may not be placed more than twelve (12) inches from the surface of the pole. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs, provided that such location does not interfere with the operation of the banners or signs or the equipment itself. Requirements related to the location of equipment as outlined in BIMC 18.10A.050.E.1 do not apply if the antennas and equipment are located within one unified enclosure.

4. No equipment shall be operated so as to produce noise in violation of Chapter 16.16 BIMC.

5. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.

6. Replacement poles and new poles shall comply with the Americans with Disabilities Act ("ADA"), City construction and sidewalk clearance standards, City ordinances, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health, or safety.

7. No signage, message, or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than 4x6 inches); provided, that signs are permitted as concealment element techniques where appropriate.

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

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

10. The preferred location of a small wireless facility on a pole is the location with the least visible impact. When siting a small wireless facility on a pole or structure in the right-of-way adjacent to a residential use, the applicant must first attempt to locate the small wireless facility on a pole or structure located on or near one of the boundary lines of the property containing the residential use. If a location not on or near the boundary line better mitigates the aesthetic impact of the new pole, the Planning Director may approve such alternative location. To the extent siting a small wireless facility on a pole or structure on or near the boundary line is technologically infeasible, the applicant shall

attempt to site the small wireless facility on the pole or structure with the least aesthetic impact to the property, such as at a location where the small wireless facility would be concealed from view by trees, vegetation, or other structures.

11. All installations of new poles for small wireless facilities in the R-0.4 zone shall require a visual impact analysis at the time of small wireless application submittal and any impacts determined to be more than a moderate visual impact shall be mitigated. Such mitigation shall be required as part of the small wireless facility permit approval.

a. Visual Impact Analysis.

i. Compatibility and visual impact shall be determined through a visual impact analysis. The analysis must use maps, photographs, photo simulation, and other appropriate methods to show the existing topographical contours of the area and areas within a one-mile radius where any portion of the proposed facility can be seen. Line of sight includes from the ground to the rooftop of adjacent buildings.

ii. When more than a moderate visual impact is likely, the visual impact analysis shall include a visual demonstration, such as the erection of a crane, a balloon in a color similar to that of the proposed structure and of a size not less than four feet and not to exceed six feet, or similar device, used to simulate the proposed dimensions and height of the structure. Ten working days prior to the demonstration, the applicant shall notify:

aa. The Public Works Department.

bb. All properties within eight hundred (800) feet of the parcel where the demonstration will occur. The Public Works Department shall provide the list of properties within eight hundred feet.

b. More than Moderate Visual Impact. A facility shall not be considered aesthetically compatible with the surrounding land uses if, within a one-mile radius, it results in more than a moderate visual impact. A "more than moderate" visual impact occurs when one or more of the following exist(s):

i. The facility becomes a predominant feature in the viewscape.

ii. The facility disrupts a largely intact and unobstructed view of visually sensitive areas, which are those locations that provide views of one or more of the following: Puget Sound, lakes, large wetland complexes, major streams, valleys and ravines, large tracts of forested land, Mount Rainier, the Cascade mountain range, or the Olympic mountain range. These views are particularly sensitive from certain places of the city, including residential areas, commercial areas, major transportation corridors and arterials in less densely-populated areas.

Commented [1]: This is a new section added to the draft at the request of the Planning Commission.

PC Recommendation #1 says "*the following amendments are made regarding the installation of new poles for small wireless facilities in Conservation Areas… Add provisions for a small wireless applicant to conduct a visual impact analysis and propose mitigation for any impacts as part of a permit application process.*"

The added text mirrors the Kitsap County Code (17.530.040) which was part of the PC discussion.

iii. The facility is not designed and painted to blend in with the surrounding environment.

iv. The facility is sited above visually predominant ridgelines.

v. The facility extends forty (40) feet or more above the tree line determined by an analysis of site potential tree height at fifty years (SPTH (50)), based on soil types.

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

13. For one or more residential uses located more than 400 feet from the right-of-way, a small wireless facility may be located within an access easement over residential property, provided that the following conditions are met:

a. The owner of the residential property upon which the small wireless facility will be located has granted permission in writing to locate the small wireless facility in the desired location and has provided proof of authority to grant such permission;

b. The terms of the access easement allow the installation of the small wireless facility in the proposed location;

c. The installation of the small wireless facility in the proposed location does not create any access or safety issues;

d. Any new pole complies with the requirements of BIMC 18.10A.050;

e. Any new structure complies with all applicable requirements of the Bainbridge Island Municipal Code;

f. Any covenants or easements recorded on the property allow the deployment of the small wireless facility on the property; and

g. The proposed small wireless facility complies with all applicable land use regulations, including but not limited to: Chapter 19.10 BIMC, Chapter 18.10A. BIMC, Chapter 16.20 BIMC, and Chapter 16.12 BIMC.

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

15. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements

would effectively prohibit the applicant from providing a wireless service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

18.10A.050 New poles for small wireless facilities.

A. New poles for small wireless facilities are only permitted if the applicant can establish that:

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

2. The proposed small wireless facility complies with the applicable requirements of BIMC 18.10A.040;

3. All new poles in the right-of-way shall be the standard pole design adopted in the City's Design and Construction Standards. The Public Works Department may adopt standard pole designs for different use cases or different areas within the City in order to most fully protect the aesthetics and safety of the community. All standard designs shall accommodate and not limit the telecommunications technology used. The Public Works Director or designee may approve a deviation from the standard pole design if the Director finds that the proposed pole design is at least as protective of the aesthetic and visual character of the location as the City's adopted standard pole design.

   a. If a deviation is approved, all elements of the small wireless facility must be integrated into the design of the pole.

   b. Technical feasibility and safety shall be considered by the Public Works Director if any deviation from the City adopted standard pole design is requested.

   c. If no standard pole design is adopted, the design of the new pole must mimic the design of adjacent neighboring poles or the pole which is being replaced, including similar height to the extent technically feasible. All elements of the small wireless facility must be integrated into the design of the pole.

   d. Upon construction of a new pole complying with the standard pole design, the applicant may convey ownership of the pole to the City and the Public Works Director may accept ownership of the pole on behalf of the City if the pole serves a municipal purpose, including, but not limited to, street lighting or a benefit to a utility operated by a public agency.

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

5. The proposed small wireless facility also complies with the Shoreline

Management Act, SEPA, and any other relevant law or regulation if applicable; and

6. No new poles shall be located in a critical area or associated buffer or setback required by Chapter 16.20 BIMC, except when determined to be exempt pursuant to Chapter 16.20 BIMC.

7. Any visual impact determined to be more than a moderate visual impact through a visual impact analysis required by BIMC 18.10A.040.E.11 has been mitigated as required by the Director.

Commented [2]: PC Recommendation #2 says: "*This would give the Planning Director clear authority to require that a pole be placed in a location other than the one proposed by the applicant where relocation is warranted to avoid or mitigate visual impacts.*"

Recommendation #3 also says: "*Add provisions that require the Planning Director, as the decisionmaker, to apply criteria to determine whether a visual impact identified by a project applicant has been mitigated.*"

B. An application for a new pole is subject to review and approval or denial by the Director.

C. The concealment element design shall include the design of the screening, fencing, or other concealment technology for the pole and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.

1. The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility.

a. New poles located within the right-of-way must conform to the requirements of BIMC 18.10A.050.A.3 above. Because all new poles are either the City adopted standard pole design or approved poles with all elements of the small wireless facility integrated into the design of the pole, no additional equipment is allowed on or in the ground.

b. When siting a new pole on property located in a residential zone, the applicant must first attempt to locate the new pole on or near one of the boundary lines of that property. If a location not on or near the boundary line better mitigates the aesthetic impact of the new pole, the Planning Director may approve such alternative location. To the extent siting a small wireless facility on a new pole located on or near the boundary line is technologically infeasible, the applicant shall attempt to site the new pole at a location with the least aesthetic impact to the property, such as at a location where the new pole would be concealed from view by trees, vegetation, or other structures.

c. New poles outside of the right-of-way should attempt to mimic the design of existing similarly situated neighboring poles or the pole which is being replaced, including being of a similar height to the extent technically feasible. All equipment and antennas attached to such poles must conform with the standards contained in BIMC 18.10A.040.A. or 18.10A.040.B., as applicable, and BIMC 18.10A.040.E.

2. If the Director has already approved a concealment element design either for the applicant or another small wireless facility in the same area or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically

feasible, or that such deployment would undermine the generally applicable design standards.

D. Even if an alternative location is established pursuant to BIMC 18.10A.050.A.1, the Director may determine that a new pole in the right-of-way is in fact a superior alternative if the new pole:

1. Satisfies the other requirements of BIMC 18.10A.050.A;

2. Provides equal or greater protection to public vantage points, view corridors, and scenic vistas to support Bainbridge Island's sense of place, identity, and orientation; and

3. Satisfies one or more of the following criteria:

a. Has a greater natural resource conservation value;

b. Has less adverse impact to adjoining properties; or

c. Results in a more practical design because of topography, critical area, or other extenuating circumstances.

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

F. These design standards are intended to be used solely for the purposes identified in BIMC 18.10A.010. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the streetscape.

Section 9. Repeal and Replacement of Chapter 18.11 BIMC. Chapter 18.11 of the Bainbridge Island Municipal Code is hereby repealed in its entirety and replaced with the following:

Chapter 18.11
Eligible Facilities Requests

18.11.010 Definitions.
18.11.020 Application.
18.11.030 Qualification as an Eligible Facilities Request.
18.11.040 Timeframe for Review.
18.11.050 Tolling of the Timeframe for Review.

18.11.060 Determination that Application is not an Eligible Facilities Request.
18.11.070 Failure to Act.
18.11.080 Enforcement.

18.11.010 Definitions

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

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

1. Equipment associated with wireless communications services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small wireless networks).

3. Any structure other than a tower that, at the time the relevant application is filed (with jurisdiction) under this section, supports or houses equipment described in subparagraphs A.1 and A.2 above that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

4. The term does not include any structure that, at the time the Eligible Facilities Request application is filed with the City, does not support or house equipment described in subparagraphs A.1 and A.2 above.

B. "Co-location" means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

C. "Eligible facilities request" means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

1. Co-location of new transmission equipment;

2. Removal of transmission equipment; or

3. Replacement of transmission equipment.

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

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

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

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten (10) feet, whichever is greater. The separation of antennas is measured by the distance from the top of the existing antennas to the bottom of the new antennas;

Commented [3]: This is added new since the last draft as a result of a change/clarification in law.

2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

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

4. It entails any excavation or deployment outside the current site; except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;

Commented [4]: This is added new since the last draft as a result of a change/clarification in law.

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

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

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

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

18.11.020 Application.

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

18.11.030 Qualification as an Eligible Facilities Request.

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

18.11.040 Timeframe for Review.

A. Within sixty (60) days of the date on which an applicant submits an Eligible Facilities Request application, the Director shall approve the application unless the Director determines that the application is not covered by 47 CFR §1.6100 and this Chapter 18.11 BIMC.

B. A permit issued pursuant to this chapter, and any applications deemed granted under BIMC 18.11.070, shall be valid for a term of 12 months from the date of issuance or the date the application has been deemed granted under BIMC 18.11.070.

18.11.050 Tolling of the Timeframe for Review.

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

1. To toll the timeframe for incompleteness, the Director shall provide written notice to the applicant within thirty (30) days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the Director's notice of incompleteness.

3. Following a supplemental submission, the Director will notify the applicant within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

18.11.060 Determination that application is not an Eligible Facilities Request.

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

18.11.070 Failure to Act.

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

18.11.080 Enforcement.

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

Section 10. Amendment to BIMC 18.36.030. The following defined terms as set forth in subsection 18.36.030 of the Bainbridge Island Municipal Code are hereby repealed: "Accessory antenna device," "Attached wireless communication facility," "Co-location," "Wireless communication facility," "Wireless communication facility, Facility I," "Wireless communication facility, Facility II," and " Wireless communication facility, Facility III."

Section 11. Amendment to BIMC 18.36.030. The following defined term as set forth in subsection 18.36.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

"Wireless communication support structure" means the structure erected to support wireless communication antennas and connecting appurtenances. Support structure types include, but are not limited to, stanchions, monopoles, lattice towers, wood poles, or guyed towers. "Monopoles" and "lattice towers" shall have the same meaning as defined in Chapter 18.10 BIMC.

Section 12. Amendment to BIMC 18.36.030. The following defined term as set forth in subsection 18.36.030 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

"Structure" means any human-made assemblage of materials extending above or below the surface of the earth and affixed or attached thereto. "Structure," for the purposes of this title, except for BIMC 18.09.030.F.1, does not include "wireless ~~communications~~ communication facilities" as that term is defined in Chapter 18.10 BIMC.

Section 13. Amendment to BIMC 2.16.040. Subsection 2.16.040.B.1.d of the Bainbridge Island Municipal Code is hereby amended to read as follows:

d. The construction of new wireless ~~communications~~ communication support structures (but not the location of wireless facilities on existing buildings).

Section 14. Amendment to BIMC 19.10.020.D.3. Subsection 19.10.020.D.3 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

3. Associated Permit(s). The applicant shall attach all associated permit requirements, such as applications or checklists required under the critical areas, shoreline, or SEPA ordinances. Applications for ~~deployment of small wireless facilities in design zones or for~~ new poles shall comply with the requirements in Chapter 18.10A BIMC ~~18.10A.060~~.

Section 15. Amendment to BIMC 19.10.020.D. A new subsection 19.10.020.D.5 is added to the Bainbridge Island Municipal Code as follows:

5. Eligible Facilities Requests. Small wireless facilities may be expanded pursuant to an eligible facility request so long as the expansion:

a. Does not defeat the specifically designated stealth techniques;

b. Incorporates the aesthetic elements required as conditions of approval set forth in the original small wireless facility approval in a manner consistent with the rights granted an eligible facility; and

c. Does not exceed the conditions of a small wireless facility as defined by 47 CFR § 1.6002(l).

Section 16. Amendment to BIMC 19.10.020.E.1. Subsection 19.10.020.E.1 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

d. Compliance with the aesthetic requirements of ~~BIMC 18.10A.050~~ Chapter 18.10A BIMC.

e. A complete visual impact analysis if required by BIMC 18.10A.050.E.11.

Commented [5]: This is added new since the last draft as a result of a change/clarification in law.

Commented [6]: PC Recommendation #1 says: "*Requiring the project applicant to provide this analysis as part of a permit application will expedite the time required to process a permit by the Planning Department.*"

Also, Recommendation #4 says: "*and include as a permit requirement the evaluation of visual impacts and mitigation of those impacts.*"

This new language makes the visual impact analysis from above a requirement of the applicant.

Section 17. Amendment to BIMC 19.10.030.A. A new subsection 19.10.030.A.6 of the Bainbridge Island Municipal Code is hereby added to read as follows:

6. The application shall be required to mitigate any visual impact found to be more than a moderate visual impact through the visual impact analysis, if required. Such mitigation will be included as a condition of the small wireless permit as determined by the Director.

Commented [7]: PC Recommendation #2 says: "*This would give the Planning Director clear authority to require that a pole be placed in a location other than the one proposed by the applicant where relocation is warranted to avoid or mitigate visual impacts.*"

Recommendation #3 also says: "*Add provisions that require the Planning Director, as the decisionmaker, to apply criteria to determine whether a visual impact identified by a project applicant has been mitigated.*"

This new language would require mitigation of the visual impact as a condition of a permit.

Section 18. Amendment to BIMC 19.10.030.D. Subsection 19.10.030.D of the Bainbridge Island Municipal Code is hereby amended to read as follows:

D. ~~Review of Facilities~~ Compliance with Federal Law. Review of the site locations proposed by the applicant shall be governed by the provisions of 47 U.S.C. Sections 253 and 332 and other applicable statutes, regulations, and case law. Applicants for master permits and small wireless facility permits shall be treated in a competitively neutral and nondiscriminatory manner with other service providers, utilizing supporting infrastructure that is functionally equivalent, that is, service providers whose facilities are similarly situated in terms of structure, placement, or cumulative impacts. Small wireless facility permit review under this chapter shall neither prohibit nor have the effect of prohibiting the ability of an applicant to provide telecommunications services.

Section 19. Amendment to BIMC 19.10.070. Subsection 19.10.070 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

Small wireless facilities permit decisions are final decisions appealable to the ~~Kitsap County superior court~~ hearing examiner by filing a written notice of appeal within 30 days of the date of issuance of the small wireless facilities permit. ~~The applicant may proceed forward with a permitted project that has been appealed at the applicant's own risk and subject to any subsequent hearing examiner or court decision that may impact the applicant's ability to install such facilities.~~

Commented [8]: This text is revised consistent with PC Recommendation #5 which says: "*Add provisions that allow an administrative appeal of the Planning Director's decision rather than requiring a lawsuit in Kitsap Superior Court to appeal a Director decision.*"

Section 20. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance or to the City Code including, but not limited to, the correction of scrivener or clerical errors, references, ordinance numbering, section or subsection numbers, and any references thereto.

Section 21. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 22. Effective Date. This ordinance shall take effect and be in force five (5) days from its passage and publication as required by law.

PASSED by the City Council this ___ day of _____ 2022.

APPROVED by the Mayor this ___ day of _____ 2022.

_____
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	April 8, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	_____, 2022
ORDINANCE NUMBER:	2022-09

ATTACHED: Exhibit A

Exhibit A
Amendments to Utility and Telecommunications Section of Table 18.09.020

UTILITY AND TELECOMMUNICATIONS Note: Utility and telecommunications uses may be subject to additional requirements in BIMC 16.12.030.C.7.																				
ZONING DISTRICT USE CATEGORY/TYPE	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-1	Use-Specific Standards BIMC 18.09.030
											CC	MA	EA	Gate	Ferry [1]					
Monopole or Lattice Tower	~~P~~C	C	C	C	C	C	C	C	C	C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	F-4
Small Wind Energy Generator	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P/C	P/C	P/C	F-1
Utility, Primary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	F-2
Public Communications Tower	P	P	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	P	A	F-3
Wireless Communication Facilities, Facility I	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	F-4
Wireless Communication Facilities, Facility II	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	F-4
All Other Wireless Communication Facilities~~, Facility III~~	~~P~~C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	~~P~~C	~~P~~C	F-4

Small Wireless Facilities	P (When proposed location has existing poles at time of application) C (When proposed location does not have existing poles at time of application)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	B-5

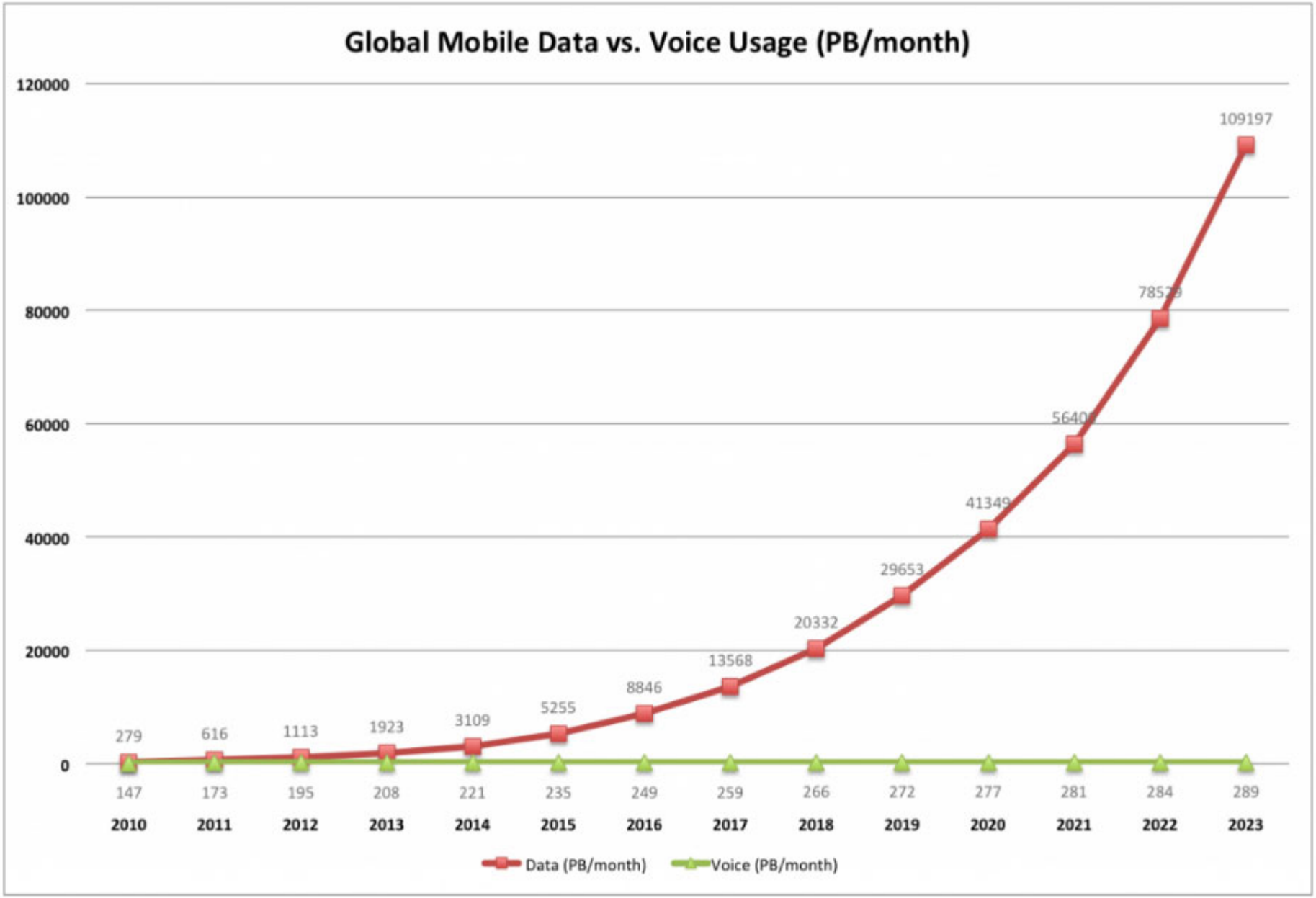
Commented [9]: PC Recommendation #4 says: "*add provisions that require a conditional use permit for installation of small wireless poles in Conservation Areas of the island where poles do not currently exist.*"

This new text amends the use table to make it clear that this use is conditional in the R0.4 zone when there are existing poles in that location.

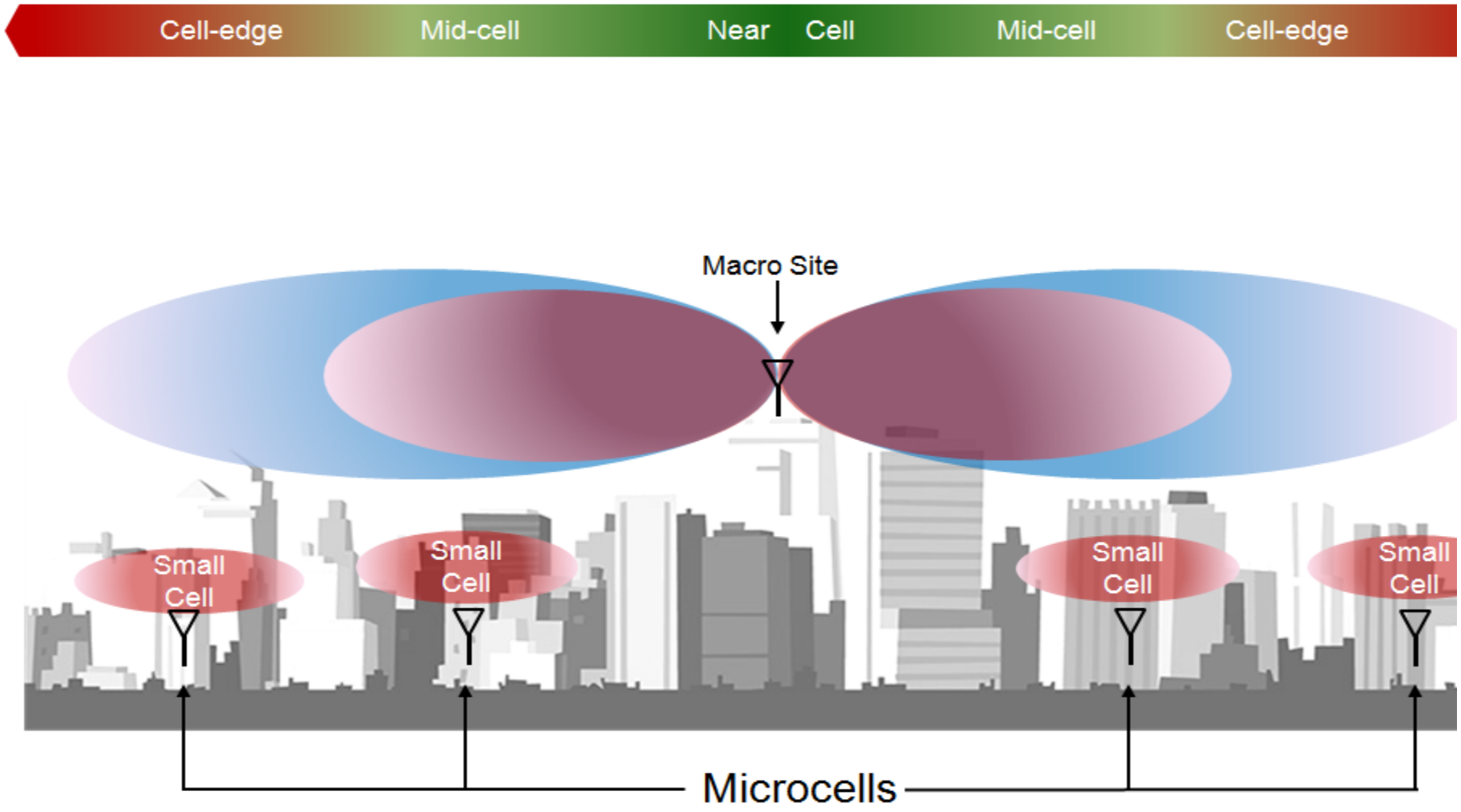
Small Wireless Facilities Code Adoption



Daniel P. Kenny
dpkenny@omwlaw.com
(206) 447- 7000


Global Mobile Data vs. Voice Usage (PB/month)
120000
100000
80000
60000
40000
20000
0
279
616
1113
1923
3109
5255
8846
13568
20332
29653
41349
56401
78529
109197
147
173
195
208
221
235
249
259
266
272
277
281
284
289
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
Data (PB/month)
Voice (PB/month)

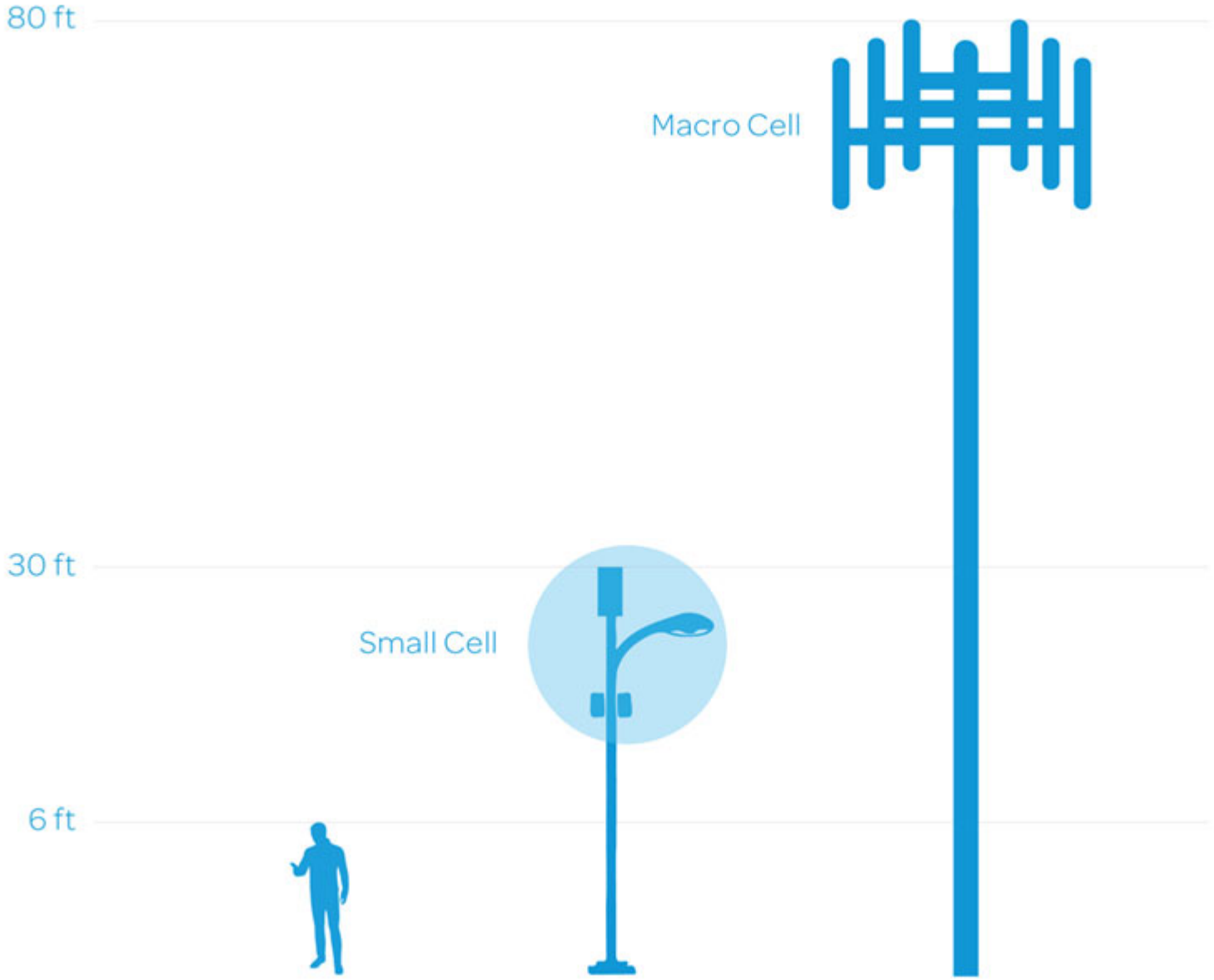
Macro vs Small Cell



verizon

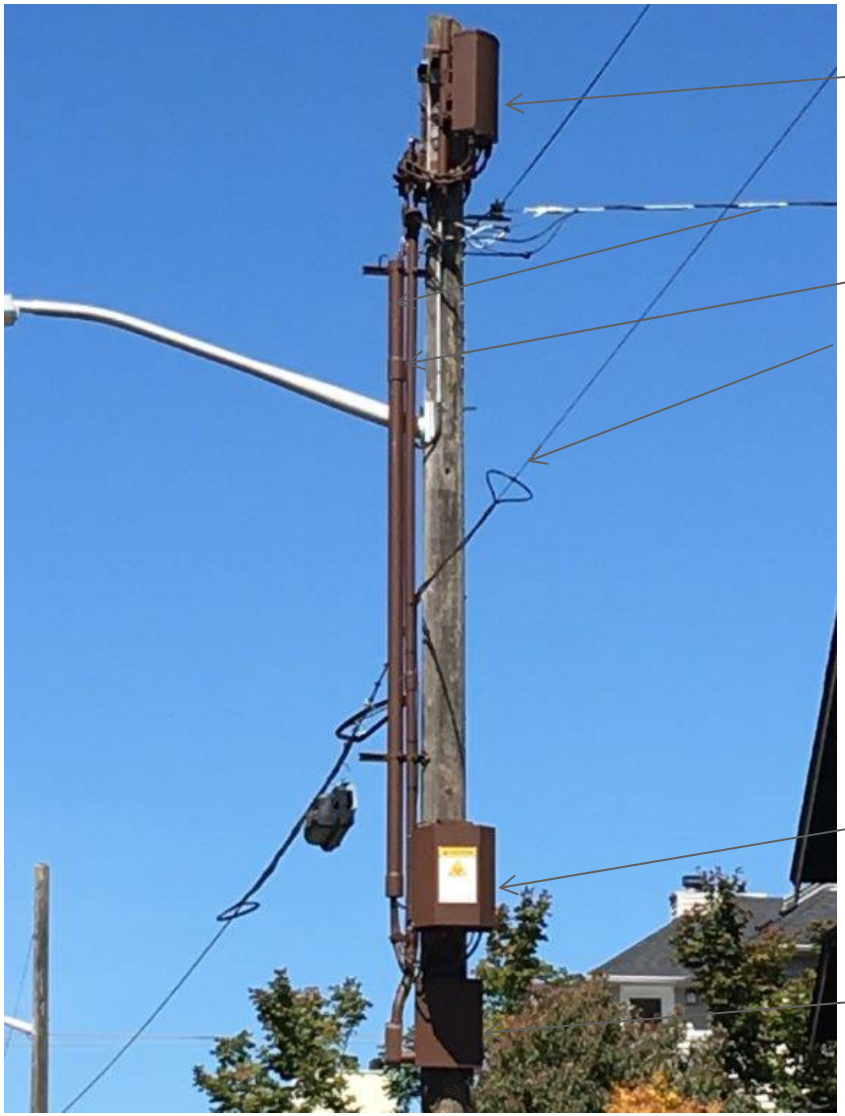
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Different technology, different process



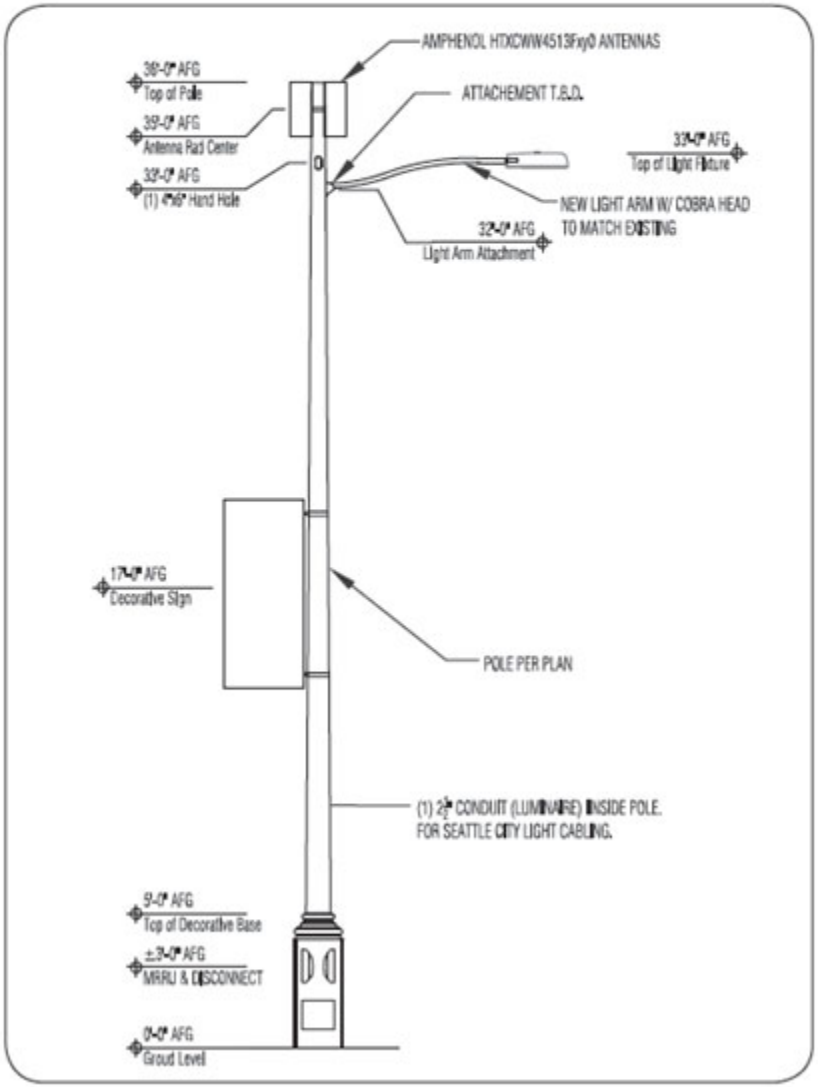
This slide depicts a graphical representation of small cells and macro cells. The actual equipment, size and design may vary.

Small Wireless - Is more than a Small Antenna Box



Small Cell Deployment:
Simulation for Seattle (equipment in base)





Additional non- wooden pole installations



Actual installations in Southern California



Explanation of the Draft Code

Don't forget Chapter 19.10 BIMC

- Chapter 19.10 BIMC is not interim and was previously adopted by the Council.

- **BUT** it is an important part of the overall process.

- Chapter 19.10 BIMC prescribes the application process and requirements for small wireless facilities.
  - Site specific locational information.
  - Detailed schematics and visual renderings.
  - Construction drawings.
  - Compliance with the aesthetic standards of BIMC 18.10A.040.
  - Pole owner permission and pole related structural confirmations.
  - Sworn affidavit from an RF engineer confirming the facilities will be compliant with FCC and other governmental regulations related to human exposure to radio frequency emissions for all frequencies the facilities will operate.
  - Proof of all other necessary approvals (e.g., FAA, FCC)
  - Professional engineer certification of construction plans and structure foundation.

Design and concealment standards
See BIMC 18.10A.040

- Existing or replacement **non-wooden** light poles or utility poles in or outside of the ROW. *See* BIMC 18.10A.040(A).
- Small wireless facilities located on **wooden poles**. *See* BIMC 18.10A.040(B)
- Small wireless facilities located on **existing buildings**. *See* BIMC 18.10A.040(C).
- Small wireless facilities located on **cables** between existing poles. *See* BIMC 18.10A.040(D).

Design and concealment General Standards *See* BIMC 18.10A.040(E)

- Equipment location depends on the zone. Establishes preferences for on pole or on the ground depending on the use of the zone.
- Preferred location is the location with the least visible impact.
- Antennas and equipment shall not dominate the structure.
- City can consider the cumulative visual effects of facilities but such consideration shall not be used to limit the number of permits when no alternative sites are reasonably available.

Small Wireless Facilities on New Poles and Installations in a Design Zone
See BIMC 18.10A.050

- **New Poles** are allowed if:
  - Establish the facility cannot be placed on an existing pole, tower, or outside the ROW.
  - Complies with design and concealment standards of BIMC 18.10A.040.
  - All new poles in the right- of- way shall be the standard pole design adopted in the City's Design and Construction Standards.
  - No new poles shall be located in a critical area or buffer.
- New pole applications are reviewed and approved by the director.

Eligible Facilities Requests
See Chapter 18.11 BIMC

- Requests to modify any existing tower or base station that does not *substantially change* the physical dimensions of that tower or base station.
- *Substantial change* is defined and provides the limitation on what can be done.
- There is a quick 60- day turnaround for these types of applications.
- Deemed granted if no action taken.
- This is all prescribed by Federal law.

CITY OF
BAINBRIDGE ISLAND

Planning Commission Regular Meeting
August 13, 2020

Meeting Minutes

1) CALL TO ORDER/ROLL CALL

Chair William Chester called the meeting to order. Commissioners present were Vice-chair Kimberly McCormick Osmond, Jon Quitslund, Lisa Macchio, Joe Paar and Sarah Blossom. City Staff present were Planning & Community Development Director Heather Wright, Public Works Director Chris Wierzbicki, Deputy City Attorney Robbie Sepler, Associate Planner Ellen Fairleigh and Administrative Specialist Jane Rasely who monitored recording and prepared minutes.

2) PUBLIC COMMENT

Public comment on off-agenda items.
None.

3) PLANNING COMMISSION MEETING MINUTES

3.a Review and Approve Planning Commission Meeting Minutes
Cover Page
PLANNING COMMISSION MEETING MINUTES 062520.pdf
PLANNING COMMISSION MEETING MINUTES 070920.pdf

Motion: I move approval of the minutes (June 25, 2020) as amended in discussion but otherwise the minutes as distributed with the amended agenda packet.
Quitslund/Paar: Passed unanimously

Motion: I move approval of the minutes as distributed with the amended agenda packet meeting, special meeting for July 9, 2020.
Quitslund/McCormick Osmond - Passed Unanimously

4) PUBLIC HEARINGS

4.a Public Hearing on Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards
Cover Page
Ordinance No. 2020-04, Adopting Small Wireless Facility Design Standards - Public Hearing Draft

The public hearing was opened at 6:44 PM.
There was not any public comment.
The public hearing was closed at 6:45 PM.

The Planning Commission asked to see the ordinance packet before it moves forward to City Council.

Motion: I move on behalf of the Planning Commission that the language prepared by Commissioner Kim McCormick Osmond be sent forward to the Council as our reservations of the Ordinance as presented to us in its final, current draft. Quitslund/
Motion was not seconded and was superseded by next motion.

It was decided the document Commissioner McCormick Osmond presented would be renamed to reflect the entire Planning Commission's endorsement: "The Planning Commission's Recommended Changes to Ordinance 2020-04."

Motion: I move to recommend Ordinance No. 2020-04 for approval, provided the following amendments are made regarding the installation of new poles for small wireless facilities in Conservation Areas, which cover 95% of the island. These amendments are necessary to ensure consistency with the Land Use Element of the Comprehensive Plan. The amendments are as follows:

1. Add provisions for a small wireless applicant to conduct a visual impact analysis and propose mitigation for any impacts as part of a permit application process. Requiring the project applicant to provide this analysis as part of a permit application will expedite the time required to process a permit by the Planning Department.

2. Add provisions to require that a proposed pole be located to mitigate the visual impact. This would give the Planning Director clear authority to require that a pole be placed in a location other than the one proposed by the applicant where relocation is warranted to avoid or mitigate visual impacts.

3. Add provisions that require the Planning Director, as the decisionmaker, to apply criteria to determine whether a visual impact identified by a project applicant has been mitigated.

4. Add provisions that require a conditional use permit for installation of small wireless poles in Conservation Areas of the island where poles do not currently exist, and include as a permit requirement the evaluation of visual impacts and mitigation of those impacts. Requiring a conditional use permit for new poles is consistent with existing Code treatment of monopole or lattice towers and other wireless communication facilities as conditional uses in Conservation Areas of the island, as set forth in Table 18.09.020.

5. Add provisions that allow an administrative appeal of the Planning Director's decision rather than requiring a lawsuit in Kitsap Superior Court to appeal a Director decision.
McCormick Osmond/Quitslund: Passed Unanimously

Commissioner McCormick Osmond agreed to represent the Planning Commission at the City Council meeting when Ordinance 2020-04 is discussed.

4.b Public Hearing on the 2021-26 Draft Capital Improvement Plan
Cover Page
PC_CIP Presentation 073120.pdf
DRAFT 2021-2022 CIP.pdf

The public hearing was opened at 7:10 PM.
There was not any public comment.
The public hearing was closed at 7:11 PM.

Motion: I'd like to make a motion to add the Springbrook Creek Fish Passage Project to the CIP.
Macchio/McCormick Osmond: Passed Unanimously

5) NEW BUSINESS

5.a Bainbridge Periodontics Clinic Site Plan Review and Variance (PLN51425 SPR/VAR)
Cover Page
1. PLN51425 SPR VAR Site Plan.pdf
2. PLN51425 SPR VAR Landscape Plan.pdf
3. PLN51425 SPR VAR Renderings and Sketches.pdf
4. PLN51425 SPR VAR Floor Plans.pdf
5. PLN51425 SPR VAR Traffic Impact Analysis by Heath & Associates, Inc dtd September 2019.pdf
6. PLN51425 SPR VAR Certificate of Concurrency dtd July 16, 2020.pdf
7. PLN51425 SPR VAR Design Review Board Minutes dtd February 20, 2019.pdf
8. PLN51425 SPR VAR Design Review Board Minutes dtd March 4, 2019.pdf
9. PLN51425 SPR VAR Design Review Board Minutes dtd June 15, 2020.pdf
10. PLN51425 SPR VAR Design Review Board Minutes dtd July 6, 2020.pdf
11. PLN51425 SPR VAR Design Review Board Final Design Review Worksheet.pdf
12. PLN51425 SPR VAR Public Comment with Staff Response.pdf
PLN51425 SPR VAR Staff Report to Planning Commission.pdf
Associate Planner Ellen Fairleigh provided an overview of the project.
See attached Recorded Motion.

5.b Introduction to Tree and Vegetation Regulation Update - Planning,
Cover Page
PC_Introduction_to_Tree_and_Vegetation_Regulation_Update_--_Memo--DRAFT (2) HW NS.docx
Discussion only.

6) UNFINISHED BUSINESS

6.a Planning Commission Representation at Council Meeting to Discuss Review and Recommendation on Legislative Amendment for property commonly referred to as the "Triangle".
Cover Page
Attachment A_PC Review Summary and Memorandums
Attachment B_PC Recorded Motion
Commissioner Quitslund volunteered to represent the Planning Commission at the City Council meeting.

7) PLANNING DIRECTOR'S REPORT

Planning & Community Development Director Heather Wright presented recent City Council actions of interest to the Commission.

8) ADJOURNMENT

Meeting was adjourned at 8:30 PM.

/s/
William Chester, Chair

/s/
Jane Rasely, Administrative Specialist

M E M O R A N D U M

DATE:	June 19, 2020
TO:	City of Bainbridge Island Planning Commission
FROM:	Daniel P. Kenny – Ogden Murphy Wallace
RE:	Draft Small Wireless Code Revisions

I was asked to provide the Planning Commission with two things. First, a refresher on some core concepts that the City must account for in this process. And, second, a response to the proposed changes identified by Commissioner Kim McCormick Osmond.

First, it is important for the Commission and staff to keep in mind a few legal principles that will come into play during these discussions.

- The City has some authority to outline aesthetic standards for the rollout of small wireless facilities, but the **City does not have authority to dictate technology**. Any standard being considered that would regulate the technology should be avoided.
- **Regulations that effectively prohibit the rollout of the technology should not be considered**. The FCC has generally determined that this technology should be allowed and regulations adopted by a local jurisdiction that effectively prohibit the technology are impermissible.
- The FCC has adopted presumptively reasonable shot clocks within which the City must comply. These **shot clocks are 60 days for an installation on an existing structure and 90 days for new poles**. These shot clocks cover all necessary city approvals, which may include a franchise (these already require two readings before City Council), small wireless permits, public works related permits, and anything else that might be required by the City.
- The City should treat all similarly situated applicants the same. This is called **competitive equity**. Regulations and approvals should not vary depending on who comes in the door.

Second, I was provided a detailed proposal from Commissioner Kim McCormick Osmond with 5 numbered requests. I've provided a response below to each request.

1. **Request to change the definition of small wireless facility so that it is entirely written out.**
   - BIMC 18.10A.030's definition of "Small Wireless Facility" cross references to 47 CFR 1.6002 to avoid the need to update the City code should the Federal Government change the definition of small wireless facility. Once adopted by the City Council, the Code Reviser will provide a hyperlink to 47 CFR 1.6002, allowing the reader to easily find the definition of "Small Wireless Facility." By proceeding with a cross reference, the City is minimizing staff resources needed to monitor the definition of Small Wireless Facility to determine if there have been any changes. In addition, the cross reference minimizes Planning Commission and Council time needed to review updated definitions should Federal law change.[1]

[1] This is the same information provided by Mr. Sepler in the agenda packet for the June 11, 2020 meeting.

2. Request to add outright prohibited locations as well as location prohibited if a visual analysis results in "more than a moderate visual impact."

- Consistent with our prior discussions pertaining to the Kitsap County Code, I do not advise that the City use the Kitsap code as a model. Pursuant to the FCC's order, the City is prohibited from effectively prohibiting the rollout of the small wireless facility technology. Adding code language which creates outright prohibited locations could be viewed as an effective prohibition.
- The request to use a visual impact analysis will be discussed in detail in #4 below. I do not recommend using any visual impact analysis and instead encourage the City to rely upon established aesthetic criteria like those that are included in the draft.

3a. Request to add an administrative conditional use permit for the construction of small wireless facilities on a new structure.

- As Mr. Sepler explained in the last meeting, there are a number of reasons to avoid an administrative conditional use permit process for new small wireless facility installations.
    - First, the timeline for new structures is 90 days according to the FCC. This includes all necessary approvals – the franchise, the ACUP, the site-specific agreement, public works permits, encroachment permits, etc. The administrative conditional use permit process would put a severe time strain on staff if it were added to that list.
    - Second, all similarly situated telecommunications companies should be treated with competitive equity. The point of the code as drafted is to put all industry players on the same field with the same opportunities, restricted by the code requirements, to install within the City. The FCC specifically allowed aesthetic requirements but required them to be published in advance. An administrative conditional use process could be viewed as not in conformance with such requirement.
    - One of the primary components of the administrative conditional use application for a new small cell installation in Kitsap is the visual impact analysis. This will be discussed in detail in #4 below. I do not recommend using any visual impact analysis and instead encourage the City to rely upon established aesthetic criteria like those that are included in the draft.

3b. Request to modify the appeal process so that a planning director's decision on an ACUP would be appealed to the hearing examiner or city council.

- Industry takes the position that a required internal appeal process to either the hearing examiner or council must be completed within the shot clock (90 days for new poles) required by the FCC. So, for a new pole installation, that means that all related approvals (franchise, ACUP, site specific agreement, public works permits, encroachment permits, etc.) plus an appeal filing window, the appeal hearing, decision, and reconsideration period must all fit within the 90 window. In my experience, in nearly all scenarios the approvals alone, without even getting to the appeals related timelines, would struggle to be completed within the 90-day window. Adding an appeal filing window, the actual appeal process, and a reconsideration period to the approval process would be impossible. Once the administrative decision is reached and the appeal filing window passes, the appeal itself would require a staff report and administrative record to be generated. The hearing examiner and parties would need to coordinate an available time for the hearing. Then, following the hearing, the

examiner would need to issue a decision. Following the hearing examiner's decision there is then normally a reconsideration period. All of this process would very likely push the City beyond the FCC shot clock.

- I do not recommend changing the appeal body for small wireless permit decisions.

4. **Request that all wireless communication facilities use the most current stealth technology and be the least visually and physically intrusive. This includes the use of a visual impact analysis.**
   - "The most current stealth technology" would mean something different to everyone. Industry will argue for stealth technology that looks different than the City would want in place. There is also an entire industry that manufactures poles with different "stealth" options. The goal of having published aesthetic standards that are not tied to specific stealth products is to facilitate the application of the technology to different installations within the City. The Kitsap code does not further articulate its stealth requirement and entirely kicks to the visual impact analysis as the basis for the requirement. So, even Kitsap does not follow through on the stealth requirement other than to go through a visual assessment.
   - Importantly, the current draft code already includes detailed aesthetic requirements for all elements of a small cell installation. When these requirements are applied to a proposal, the aesthetics of the site should be addressed. The general requirements (18.10A.040(E)) include the following regulations:
     - The installation of all equipment must conform to the requirements of Section 18.10A.040(E)(1). The location of the small wireless facility within the City will dictate where the equipment must be installed at each location. Each equipment installation location (a through e) has detailed aesthetic requirements.
       - For example, if the equipment is located on the pole, "antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) must be **colored, tinted, or painted to match the approximate color of the surface of the pole** and **appear as an integral part of the pole or flush mounted to the pole**…" To effectuate this, there are restrictions on the distance conduit and equipment can be mounted off the pole. There are limitations on the size of antennas and all other equipment (consistent with the FCC requirement).
     - "The preferred location of a small wireless facility on a pole is the location with the least visible impact." 18.10A.040(E)(10).
     - "Antennas, equipment enclosures, and ancillary equipment, conduit, and cable, shall not dominate the structure or pole upon which they are attached." 18.10A.040(E)(11).
     - "The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant." 18.10A.040(E)(13).
   - The new pole section (18.10A.050) also includes numerous aesthetic requirements in addition to all of the general requirements in .040.

  - The core requirement for all new poles is the concealment element design, which seeks "to minimize the visual obtrusiveness of the small wireless facility."
  - The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible.
  - If the proposed small wireless facility is placed on a replacement pole, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Department of Planning and Community Development otherwise approves a variation due to aesthetic or safety concerns.
  - The small wireless component on a new pole should mimic the design of the pole and integrate the small wireless facility into the design of the pole.
  - The city and applicant can also look to other concealment methods including, but not limited to:
    - integrating the installation with architectural features or building design components,
    - utilization of coverings or concealment devices of similar material, color, and texture - or the appearance thereof - as the surface against which the installation will be seen or on which it will be installed,
    - landscape design, or other camouflage strategies appropriate for the type of installation.
  - Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure.
- As you can see, the draft code has a lot already built into it to directly address the City's desire to protect the aesthetics of the community.
- I do not recommend using a visual impact analysis for new small wireless deployments such as that which Kitsap uses.
  - This analysis uses the vague standard of "more than a moderate visual impact." This standard looks at the visual impacts of a proposed installation from all points within a one-mile radius. According to the Kitsap code, more than a moderate visual impact occurs when the facility "disrupts" a largely intact view of: any viewscape, visually sensitive area, ridge line view, sound, lake, wetland complex, stream, valleys, ravines, forested land, Mountain Rainier, Cascade range, Olympic range, etc. anywhere within one mile of the installation. Or is sited "above visually predominant ridge lines", as well as other vague criteria. This is an overly broad visual impact analysis that could very likely result in broad prohibitions on new pole installations throughout the City. Processes like this will be considered by industry as a mechanism to effectively prohibit the rollout of their technology.
  - Instead, the City can use the numerous aesthetic standards outlined above and included in the draft code to ensure that all installations are completed with aesthetics in mind.

5. **Request to include specific development standards for small wireless facilities including height, location, tree trimming, construction time, place, and manner.**
   - It is unclear what is desired through this comment as all of the areas listed are already included within the code. Further, the draft code outlines extensive regulations on the development of small wireless facilities throughout the City.

- Height – the definition of small wireless facility include height criteria (18.10A.030); height of antennas on top of existing poles(18.10A.040(A)(5); height of replacement poles (18.10A.040(A)(6), .040(B)(1); .040(B)(2); and 18.10A.050(E)) -- and elsewhere throughout the code.
- Location – The current draft has detailed requirements for the location of equipment for all installations. See 18.10A.040(E)(1). There are restrictions on any new pole - new poles are not allowed to be installed unless "The proposed small wireless facility cannot be located on an existing utility pole or light pole, electrical transmission tower, or on a site outside of the public rights of way such as public non-park property, a building, a transmission tower, or in or on a nonresidential use in a residential zone whether by roof or panel-mount or separate structure." Then, there are numerous aesthetic considerations that will dictate both the location of a pole and the location of equipment and antennas on the pole. These are discussed above and are detailed in the draft code.
- Tree trimming and Construction Standards are fully outlined in the City code and would not need to be added again to the small wireless facility code chapter. Any construction project must be completed with appropriate permitting for things like traffic control and right-of-way encroachment as well as footings and load bearing on the pole. Further, any right-of-way tree trimming must comply with code and public works standards as well as state law.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:40 PM) Consider Appointment to the Kitsap Transit Board of Commissioners Evaluation Committee - Executive,

SUMMARY: The City has received communication from Kitsap Transit asking the City to designate a member of the City Council to serve on a committee to review the composition of the governing board of Kitsap Transit.

According to Kitsap Transit, every four years Kitsap Transit must review a committee to evaluate the composition of its governing structure. An elected representative designated by the Board of Commissioners and an elected representative of each of the component cities within the boundaries of Kitsap Transit (i.e., all of Kitsap County) must review the composition of Kitsap Transit's Board of Commissioners.

AGENDA CATEGORY: Appointment **PROPOSED BY:** Executive

RECOMMENDED MOTION: I move to appoint _____ to the Kitsap Transit's Board of Commissioners Evaluation Committee.

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: Kitsap Transit, as a Public Transportation Benefit Area ("PTBA"), is subject to the provisions of RCW 36.57A.055, which requires the members of the county legislative authority and an elected representative of each city within the boundaries of the PTBA to review the composition of PTBA every four years. Per the same RCW, the review shall be at a meeting of the designated representatives of the component county and cities.

As a city within the boundaries of the Kitsap Transit PTBA, the City of Bainbridge Island has one representative spot on the review body, to be selected from the membership of the City Council.

ATTACHMENTS:

Kitsap Transit Board Composition Review.pdf

FISCAL DETAILS: There are no fiscal impacts related to the designation of a Councilmember to serve on the Kitsap Transit Review Committee.

Fund Name(s):

Coding:

60 Washington Avenue; Suite 200
Bremerton, WA 98337
Phone: 360.478.6230
Fax: 360.377.7086

www.kitsaptransit.org

March 11, 2022

City of Bainbridge Island
280 Madison Avenue N.
Bainbridge Island, WA 98110

Re: *Kitsap Transit Board Composition Review*

Dear Mayor Deets & Council members:

Every four years an elected representative designated by the Kitsap County Board of Commissioners and an elected representative of each of the component cities within the boundaries of Kitsap Transit (i.e., all of Kitsap County) must review the composition of Kitsap Transit's Board of Commissioners. [1]

Hereafter, I will refer to those designated representatives as the "Review Committee." I respectfully request that Kitsap County and each City designate and supply me with the name of an elected representative to serve on this Review Committee.

I am attaching a revised Memo from Kitsap Transit's General Counsel, which summarizes Kitsap Transit's existing Board composition and the procedural steps necessary to conclude the review. Subject to your respective approvals, staff will work with representatives to find an agreeable date and time to convene the Review Committee.

If you have questions, please do not hesitate to call me or David Weibel. In advance, I thank you for your courtesies and consideration.

Sincerely,

John W. Clauson, Executive Director

cc: Mark Fuller

[1] See RCW 36.57A.05

KITSAP LAW GROUP
3212 NW Byron Street #101 • Silverdale, WA 98383
Telephone (360) 692-6415 • Fax (360) 692-1257
www.kitsaplawgroup.com

William H. Broughton
David P. Horton
David A. Weibel*
John R. Brennan
Jay T. Dutcher
Ronald C. Templeton – *of counsel*
*Also admitted in Oregon

March 3, 2022

John Clauson
Executive Director
Kitsap Transit
60 Washington Ave., Suite 200
Bremerton, WA 98337
johnc@kitsaptransit.com

RE: Kitsap Transit Board Composition Review under RCW 36.57A.055

Dear John,

I write to amend my prior letter regarding the requirements under RCW 36.57A.055 for Kitsap Transit to review the composition of its Board this year, being four years since its last review in April 2018. This letter restates my prior recommendations, but amends Section A to conform with Kitsap Transit's current Bylaws.

Introduction

Kitsap Transit, as a Public Transportation Benefit Area ("PTBA"), is subject to the provisions of RCW 36.57A.055 (the "Review Statute"), which requires the members of the county legislative authority and the elected representative of each [component] city within the boundaries of the PTBA to review the composition of Kitsap Transit's Board every four years. RCW 36.57A.055[1] provides, in relevant part, as follows:

> After a public transportation benefit area has been in existence for four years, members of the county legislative authority and the elected representative of each city within the boundaries of the public transportation benefit area shall review the composition of the governing body of the benefit area and change the composition

[1] RCW 36.57A.055 was amended effective August 2018 to add the following language, but this language is inapplicable to this analysis:

> When determining if a change to the composition of the governing body is appropriate, the proportional representation requirements of RCW 36.57A.050 must be taken into consideration if the population of the county in which the public transportation benefit area is located is more than four hundred thousand and the county does not also contain a city with a population of seventy-five thousand or more operating a transit system pursuant to chapter 35.95 RCW, and the composition of the governing body must be changed if necessary to meet this requirement.

> of the governing body if the change is deemed appropriate.
> ****
> The review shall be at a meeting of the designated representatives of the component county and cities, and the majority of those present shall constitute a quorum at such meeting.
> ****
> Twenty days' notice of the meeting shall be given by the chief administrative officer of the public transportation benefit area authority.

Kitsap Transit's last review occurred in April 2018. The review resulted in the Kitsap Transit's Board Composition Review Committee passing Resolution 18-01, which in turn led to an amendment to Kitsap Transit's Bylaws by Resolution 19-17.

A new review of the Board composition is required as it is now four years since its last review in April 2018.

A. Kitsap Transit's Current Board Composition

Under Section 4 of Kitsap Transit's current By-Laws, Kitsap Transit's Board of Commissioners consists of nine (9) voting members and one (1) non-voting member. The nine voting members presently consist of the following:

1. Two elected officials selected by and serving at the pleasure of the Bremerton City Council;

2. One elected official selected by and serving at the pleasure of the Poulsbo City Council;

3. One elected official selected by and serving at the pleasure of the Port Orchard City Council;

4. One elected official selected by and serving at the pleasure of the Bainbridge Island City Council;

5. Three members of the Legislative body of Kitsap County; and

6. One "At-Large Member" selected by the city councils of Bainbridge Island, Port Orchard and Poulsbo (the "Three Cities"), that rotates between the Three Cities every two years. The current At Large Member is a City of Bainbridge Island Council member currently fulfilling the second year of the two-year (2021-2022) cycle.

The non-voting member is elected by a majority vote of the three labor organizations which represent the classified employees of Kitsap Transit.

B. Procedural Requirements for Review of the Board's Composition

Section 4.C. of Kitsap Transit's By-Laws establishes the procedure for future reviews of the Board's composition and provides, in part:

1. Every four years, a meeting shall be called for the review of the Kitsap Transit's governing body, as provided in RCW 36.57A.055, as hereafter amended. At this meeting, members of the county legislative authority and the elected representative of each component city within Kitsap Transit's boundaries shall review the composition of the Kitsap Transit Board and change the composition of the Board if the change is deemed appropriate. The majority of those present at the meeting constitutes a quorum.

    a. The Executive Director will initiate the meeting by sending a letter to each component city advising each city that it must designate an elected representative to attend the Review Meeting.

    b. A notice of the proposed meeting must be transmitted to the designated representatives of the County and component cities twenty (20) days prior to the proposed meeting.

    c. At the time the meeting is convened, a chair shall be selected to preside over the meeting. The Clerk of the Board shall serve as the Clerk for the meeting to record and keep minutes of the meeting.

C. Recommendations

In order to comply with the Statute and Kitsap Transit's Bylaws, I suggest the following:

1. Kitsap Transit's Executive Director should initiate this process by sending a letter to each component city advising each city that it must designate an elected representative to attend the Review Meeting.

2. Kitsap Transit's Executive Director would then poll those designated to attend the Review Meeting to find a convenient date/time for the Review Meeting, being mindful of the noticing and any other public meeting requirements.

3. Kitsap Transit's Executive Director would then notice of the proposed meeting to be transmitted to the designated representatives of the County and component cities twenty (20) days prior to the proposed Review Meeting.

4. Out of caution, the Review Meeting should be treated as a public meeting and published as if it were a special meeting of Kitsap Transit's Board or of the legislative authorities of the component jurisdictions.

5. At the time the Review Meeting is convened, the members of the Review Committee should elect a chair to preside over the Meeting and designate the Clerk of Kitsap Transit's Board to serve as the Clerk/Recording Secretary to record and keep minutes of the Meeting.

6. The Review Statute makes no provision for the participation in the review process by the labor organization(s) that represent the employees of a PTBA. Out of courtesy, Kitsap Transit should give notice of the Review Meeting to each labor organization and encourage the representatives of each labor organization to provide written input for the consideration of the Review Committee.

D. Composition Parameters

RCW 36.57A.050 sets forth the following rules regarding the composition of the Board:

1. The Board may not include more than 9 voting members;

2. All voting Members must be elected officials;

3. At least one Board Member must be appointed by the city councils of each of Kitsap County's four component cities: Port Orchard, Bremerton, Poulsbo, and Bainbridge Island; and

4. At least one Board Member must be from Kitsap County's legislative authority.

5. The Review Committee may amend the Board's composition by any of the following actions: (a) increase the number of representatives for any component city; (b) reduce the City of Bremerton's representatives to one representative; (c) reduce the County's representatives to one or two representatives; (d) increase or eliminate the number of "at large" representatives; and (e) reduce the number of voting Board Members to five or more, but not greater that nine.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

KITSAP LAW GROUP

/s/ David A. Weibel
David A. Weibel

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 20 Minutes

AGENDA ITEM: (8:45 PM) Establish the Mayor as a Member of the Subcommittee Selection Process for All Standing Boards and Commissions - Executive,

SUMMARY: The Council will discuss the role of the mayor in city advisory group appointments. A verbal request was made to designate the mayor to all commission selection subcommittees. The request was amended to an interim basis to address the appointments to the Race Equity Advisory Committee and the Ethics Board. For the sake of time and efficiency, the Council may want to deliberate and decide the role of the mayor in the appointment process now.

It has been proposed that the mayor, and in the absence of the mayor, the deputy mayor, serve on the selection panels for all city advisory groups, except when state law requires the mayor to make the nomination, (e.g. Planning Commissioners).

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

RECOMMENDED MOTION: Direction requested. Should the person designated as mayor, and in the absence of the mayor, the deputy mayor, be designated as a member of all selection panels for all committees, boards, task forces and commissions, except when state law requires the mayor to make the nomination?

STRATEGIC PRIORITY:

FISCAL IMPACT:

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

BACKGROUND: The proposal is to formalize the suggestion that the mayor be included in all selection panels, with the deputy mayor to serve in the mayor's stead if the mayor is not available. This proposal was made informally at the March 8th Regular City Council Meeting. At that time, it was agreed that this would be a topic of the April 22 City Council retreat.

Subsequently, the Council agreed to discuss whether the mayor should serve in the interim on the selection committees for the Race Equity Advisory Committee and the Ethics Board. As this decision will set the trend for the subsequent discussion, for the sake of efficiency, the Council may want to deliberate this proposal now.

The role of the mayor in the city advisory group interviews has changed over time. The current process is included in Chapter 2.01 of the Bainbridge Island Municipal Code, which is attached for reference. The current approach is for two or three councilmembers, in addition to the group's chair in an advisory capacity, to review applicants and make a selection.

There are two currently active recruitment/selection processes for city advisory groups: the Race Equity Advisory Committee (two open positions, with applicants to be chosen from an existing pool), and the Ethics Board (five open positions, applications were due on March 31st).

ATTACHMENTS:

BIMC 2.01 regarding City Advisory Groups

FISCAL DETAILS:

Fund Name(s):

Coding:

Chapter 2.01
GENERAL PROCEDURES FOR CITIZEN ADVISORY COMMITTEES

Sections:

2.01.010 Applicability of chapter.

2.01.015 Council advisory committee member appointment and confirmation process.

2.01.020 Grounds for removal of members of citizen advisory committees.

2.01.030 Grounds for demotion of chairs of citizen advisory committees.

2.01.040 Resignations and automatic vacancies.

2.01.010 Applicability of chapter.

A. The provisions of this chapter apply to each citizen advisory board, commission, committee, or task force created by the city council, except as otherwise provided by this chapter or where in conflict with state law.

B. For purposes of this chapter, the terms “board,” “commission,” “committee,” and “task force” have identical meanings and shall collectively be referred to as a “committee.” (Ord. 2019-01 § 1, 2019)

2.01.015 Council advisory committee member appointment and confirmation process.

A. Recommendations of appointments of members to city advisory committees shall be provided by a member selection panel composed of two or three council members, including the council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.

B. The recommendations from the selection panel shall be forwarded to the city council, and council confirmation shall require a majority plus one vote of the entire membership of the council.

C. For city advisory committees in which state law requires appointment by the mayor (e.g., planning commission), the selection panel shall first forward their recommendation to the mayor, and if the mayor consents to the panel’s recommendation, the mayor shall then forward the recommendation to the council. (Ord. 2021-16 § 1, 2021)

2.01.020 Grounds for removal of members of citizen advisory committees.

A. The mayor may remove a member of a citizen advisory committee for one or more of the following reasons:

1. Good cause, which shall be as determined solely by the mayor and shall be stated with each removal action.

2. A confirmed appointee to a citizen advisory committee fails to qualify and assume the duties of a member of the committee within 30 calendar days of confirmation by the city council.

3. A member of a citizen advisory committee is absent from three consecutive regular meetings of the citizen advisory committee and such absences have not been excused by a majority vote of the citizen advisory committee.

4. A member of a citizen advisory committee is absent from 50 percent of all meetings of the citizen advisory committee in any six-month period; provided, that a member of a citizen advisory committee may request a leave of absence, which must first be approved by the mayor.

5. A member of a citizen advisory committee ceases to have the qualifications prescribed for the members of the committee by state law or by ordinance of the city council.

6. A member of a citizen advisory committee is convicted of a gross misdemeanor or felony while serving on the committee.

B. At the next regularly scheduled meeting of the city council following a removal under this section, the mayor shall notify the city council of such removal. A majority of the full city council may reverse the mayor's decision to remove within 30 days of the mayor's notice to the city council of the removal, after which time the mayor's decision to remove is final.

C. This section shall not apply to members of the following citizen advisory committees: the ethics board, created under Chapter 2.07 BIMC; the civil service commission, created under Chapter 2.28 BIMC; the LEOFF disability board, created under Chapter 2.45 BIMC; the salary commission, created under Chapter 2.74 BIMC; and the lodging tax advisory committee, created under BIMC 3.65.040. (Ord. 2019-01 § 1, 2019)

2.01.030 Grounds for demotion of chairs of citizen advisory committees.

A. The mayor may demote the chair of a citizen advisory committee for good cause, which shall be as determined solely by the mayor and shall be stated with each demotion.

B. At the next regularly scheduled meeting of the city council following a demotion under this section, the mayor shall notify the city council of such demotion. A majority of the full city council may reverse the mayor's decision to demote within 30 days of the mayor's notice to the city council of the demotion, after which time the mayor's decision to demote is final.

C. A member of a citizen advisory committee that has been demoted from the position of chair of the committee may continue to serve on the committee for the remainder of his or her term and any future terms that she or he may be eligible to be appointed to.

D. A member of a citizen advisory committee that has been demoted from the position of chair of the committee may not again serve as chair of the committee without city council approval.

E. This section shall not apply to the chairs of the following citizen advisory committees: the civil service commission, created under Chapter 2.28 BIMC; the cultural funding advisory committee, created under Chapter 2.43 BIMC; the LEOFF disability board, created under Chapter 2.45 BIMC; and the lodging tax advisory committee, created under BIMC 3.65.040. (Ord. 2019-01 § 1, 2019)

2.01.040 Resignations and automatic vacancies.

A. A member of a citizen advisory committee may voluntarily resign from her or his position on the committee by submitting her or his written resignation to the mayor.

B. A vacancy caused by resignation shall be deemed to occur upon the effective date of the resignation. If no effective date is specified in the resignation, the resignation will be deemed to be effective immediately.

C. A position on a citizen advisory committee shall automatically become vacant upon the death of the individual appointed to that position. (Ord. 2019-01 § 1, 2019)

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: April 12, 2022 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (9:05 PM) Establish Selection Panel Membership for City Advisory Committees for 2022 - 2023 Appointment Processes - Executive,

SUMMARY: The City Council will discuss the upcoming selection process for city advisory committees, including committees, commissions, task forces and boards. The Council process for appointing members includes an application and interview process, followed by confirmation by Council vote at a public meeting. The Council must determine which councilmembers will serve on the selection panels to review applications and hold interviews.

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

RECOMMENDED MOTION: I move to appoint Councilmembers Hytopolous, Schneider and _____ as the selection panel for the Climate Change Advisory Committee.
I move to appoint Councilmembers Moriwaki, _____ and _____ as the selection panel for the Design Review Board.
I move to appoint Councilmembers Quitslund, _____ and _____ as the selection panel for the Environmental Technical Advisory Committee.
I move to appoint Councilmembers _____, _____ and _____ as the selection panel for the Ethics Board.
I move to appoint Councilmembers Quitslund, Schneider and _____ as the Council representatives on the selection panel for the Planning Commission, with others to be determined by the Planning Commission and Race Equity Advisory Committee.
I move to appoint Councilmembers Fantroy-Johnson, Moriwaki and _____ as the selection panel for the Race Equity Advisory Committee.
I move to appoint Councilmembers Quitslund, _____ and _____ as the selection panel for the Utility Advisory Committee.
I move to appoint Councilmembers Fantroy-Johnson, Moriwaki and _____ as the selection panel for the Human Services Funding Task Force.
I move to appoint Councilmembers Deets, Fantroy-Johnson, and _____ as the selection panel for the Lodging Tax Advisory Committee.

STRATEGIC PRIORITY:

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	

Included in Current Budget?	

BACKGROUND: The City Council will discuss the upcoming selection process for city advisory committees, including committees, commissions, task forces and boards. The City has eight standing committees as well as short-term task forces. The Council process for appointing members includes an application and interview process, followed by confirmation by Council vote at a public meeting.

The Bainbridge Island Municipal Code provides that the selection panels are comprised of two or three Council members, to include the liaisons and the chair of the committee in an advisory capacity. Some advisory committees have two liaisons, some have one, and one has no liaisons. Accordingly, the Council must now determine who will sit on each selection panel.

The Council has separately determined that applications to be appointed to city advisory committees will be considered active for one year. Therefore, in order to be ready for potential mid-term appointments, the selection panels will also be considered to be active for that same time period.

ATTACHMENTS:

2022-23 City Advisory Committee Selection Panels

BIMC 2.01 regarding City Advisory Committees

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND ADVISORY COMMITTEES AND COMMISSIONS

Group	2022 Liaisons	2022-2023 Selection Panels
Climate Change Advisory Committee	Hytopoulos Schneider	
Design Review Board	Moriwaki	
Environmental Technical Advisory Committee	Quitslund	
Ethics Board		
Historic Preservation Commission	Moriwaki	
Planning Commission	Quitslund	
Race Equity Advisory Committee	Fantroy-Johnson Moriwaki	
Utility Advisory Committee	Quitslund	
Human Services Funding Task Force	Fantroy-Johnson Moriwaki	
Lodging Tax Advisory Committee (2023 Awards)	Deets (Chair) Fantroy-Johnson (Vice Chair)	
Public Art Committee	Moriwaki	N/A – selected by Arts and Humanities Bainbridge
Cultural Funding Advisory Task Force	Not needed until 2023	N/A for 2022. Recruitment to be part of 2023 cycle

2.01.015 Council advisory committee member appointment and confirmation process.
A. Recommendations of appointments of members to city advisory committees shall be provided by a member selection panel composed of two or three council members, including the council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.
B. The recommendations from the selection panel shall be forwarded to the city council, and council confirmation shall require a majority plus one vote of the entire membership of the council.

Chapter 2.01
GENERAL PROCEDURES FOR CITIZEN ADVISORY COMMITTEES

Sections:

2.01.010 Applicability of chapter.

2.01.015 Council advisory committee member appointment and confirmation process.

2.01.020 Grounds for removal of members of citizen advisory committees.

2.01.030 Grounds for demotion of chairs of citizen advisory committees.

2.01.040 Resignations and automatic vacancies.

2.01.010 Applicability of chapter.

A. The provisions of this chapter apply to each citizen advisory board, commission, committee, or task force created by the city council, except as otherwise provided by this chapter or where in conflict with state law.

B. For purposes of this chapter, the terms “board,” “commission,” “committee,” and “task force” have identical meanings and shall collectively be referred to as a “committee.” (Ord. 2019-01 § 1, 2019)

2.01.015 Council advisory committee member appointment and confirmation process.

A. Recommendations of appointments of members to city advisory committees shall be provided by a member selection panel composed of two or three council members, including the council liaison(s), with the chair from the subject advisory committees, if applicable, serving in an advisory role in the member selection process.

B. The recommendations from the selection panel shall be forwarded to the city council, and council confirmation shall require a majority plus one vote of the entire membership of the council.

C. For city advisory committees in which state law requires appointment by the mayor (e.g., planning commission), the selection panel shall first forward their recommendation to the mayor, and if the mayor consents to the panel’s recommendation, the mayor shall then forward the recommendation to the council. (Ord. 2021-16 § 1, 2021)

2.01.020 Grounds for removal of members of citizen advisory committees.

A. The mayor may remove a member of a citizen advisory committee for one or more of the following reasons:

1. Good cause, which shall be as determined solely by the mayor and shall be stated with each removal action.

2. A confirmed appointee to a citizen advisory committee fails to qualify and assume the duties of a member of the committee within 30 calendar days of confirmation by the city council.

3. A member of a citizen advisory committee is absent from three consecutive regular meetings of the citizen advisory committee and such absences have not been excused by a majority vote of the citizen advisory committee.

4. A member of a citizen advisory committee is absent from 50 percent of all meetings of the citizen advisory committee in any six-month period; provided, that a member of a citizen advisory committee may request a leave of absence, which must first be approved by the mayor.

5. A member of a citizen advisory committee ceases to have the qualifications prescribed for the members of the committee by state law or by ordinance of the city council.

6. A member of a citizen advisory committee is convicted of a gross misdemeanor or felony while serving on the committee.

B. At the next regularly scheduled meeting of the city council following a removal under this section, the mayor shall notify the city council of such removal. A majority of the full city council may reverse the mayor's decision to remove within 30 days of the mayor's notice to the city council of the removal, after which time the mayor's decision to remove is final.

C. This section shall not apply to members of the following citizen advisory committees: the ethics board, created under Chapter 2.07 BIMC; the civil service commission, created under Chapter 2.28 BIMC; the LEOFF disability board, created under Chapter 2.45 BIMC; the salary commission, created under Chapter 2.74 BIMC; and the lodging tax advisory committee, created under BIMC 3.65.040. (Ord. 2019-01 § 1, 2019)

2.01.030 Grounds for demotion of chairs of citizen advisory committees.

A. The mayor may demote the chair of a citizen advisory committee for good cause, which shall be as determined solely by the mayor and shall be stated with each demotion.

B. At the next regularly scheduled meeting of the city council following a demotion under this section, the mayor shall notify the city council of such demotion. A majority of the full city council may reverse the mayor's decision to demote within 30 days of the mayor's notice to the city council of the demotion, after which time the mayor's decision to demote is final.

C. A member of a citizen advisory committee that has been demoted from the position of chair of the committee may continue to serve on the committee for the remainder of his or her term and any future terms that she or he may be eligible to be appointed to.

D. A member of a citizen advisory committee that has been demoted from the position of chair of the committee may not again serve as chair of the committee without city council approval.

E. This section shall not apply to the chairs of the following citizen advisory committees: the civil service commission, created under Chapter 2.28 BIMC; the cultural funding advisory committee, created under Chapter 2.43 BIMC; the LEOFF disability board, created under Chapter 2.45 BIMC; and the lodging tax advisory committee, created under BIMC 3.65.040. (Ord. 2019-01 § 1, 2019)

2.01.040 Resignations and automatic vacancies.

A. A member of a citizen advisory committee may voluntarily resign from her or his position on the committee by submitting her or his written resignation to the mayor.

B. A vacancy caused by resignation shall be deemed to occur upon the effective date of the resignation. If no effective date is specified in the resignation, the resignation will be deemed to be effective immediately.

C. A position on a citizen advisory committee shall automatically become vacant upon the death of the individual appointed to that position. (Ord. 2019-01 § 1, 2019)