



CITY OF  
BAINBRIDGE ISLAND

**CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, JUNE 14, 2022**

COUNCIL CHAMBERS  
280 MADISON AVENUE NORTH  
BAINBRIDGE ISLAND, WA

AND

ZOOM WEBINAR  
[HTTPS://BAINBRIDGEWA.ZOOM.US/J/92947338351](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) Approve Proclamation Declaring June 14, 2022, as "Spartronics Coach Enrique Chee Day,"** 5 Minutes  
[Proclamation for Spartronics Coach.docx](#)
  - 3.B **(6:15 PM) Approve Proclamation Declaring June 2022, as "Ride Transit Month,"** 5 Minutes  
[Ride Transit Month Proclamation 2022.docx](#)
  - 3.C **(6:20 PM) Approve Proclamation for Sexual Assault Awareness,** 5 Minutes  
[Sexual Assault Awareness Proclamation.docx](#)
  - 3.D **(6:25 PM) Present Proclamation Declaring June 2022 as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride Month,** 5 Minutes  
[LGBTQI+ Pride Month Proclamation 2022.docx](#)
  - 3.E **(6:30 PM) Present Proclamation Declaring June 19, 2022 as the "Day to Celebrate Juneteenth 2022,"** 5 Minutes  
[Juneteenth Proclamation 2022.docx](#)

**4. PUBLIC COMMENT - 6:35 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 - 6:50 PM**

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

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

**5.B Approve Accounts Payable and Payroll, 5 Minutes**

[Council Report Payroll 6-5-22.pdf](#)

[AP Report to Council of Cash Disbursements 06-15-22.pdf](#)

**5.C Approve City Council Meeting Minutes**

[Special City Council Meeting Minutes - Executive Session, May 17, 2022.pdf](#)

[City Council Study Session Minutes, May 17, 2022.pdf](#)

[Special City Council Meeting Minutes - Executive Session, May 24, 2022.pdf](#)

[Regular City Council Business Meeting Minutes, May 24, 2022.pdf](#)

**5.D Authorize Approval of Supplemental Agreement No. 1 to the Professional Services Agreement with Toole Design Group for the Madison Avenue Sidewalk Improvements Final Design (\$494,004.50 - General Fund \$465,129.50 & Sewer Fund \$28,875.00) – Public Works,**

[Supplemental Agreement 1.pdf](#)

[Madison Avenue Sidewalk Original PSA.pdf](#)

[Madison Ave Sidewalk Imp Schedule.pdf](#)

[Madison Ave Project Select Slides 061422.pdf](#)

**5.E Authorize the City Manager to Execute an Applicant Resolution/Authorization Grant Form with the Washington State Recreation & Conservation Office for the Springbrook Creek Restoration Project Design (\$158,000, Surface and Stormwater Management Fund - SSWM) – Public Works**

[Applicant Authorization Resolution.pdf](#)

[Fletcher Bay Culvert and Weir Removal Project Conceptual Design](#)

[Springbrook Budget Summary.pdf](#)

**5.F Authorize the City Manager to Submit an Application to the Department of Commerce Climate Program - Early Planning Grant Program Relating to the Inclusion of Climate Change Elements in the 2024 Comprehensive Plan Update (\$80,000)**

[Department of Commerce Early Planning Climate Change Grant Application .docx](#)

[COBI Letter of Support - Department of Commerce Early Planning Climate Change Grant](#)

[Application.docx](#)

**5.G Authorize Issuance of Request for Proposals (RFP) for Professional Services for the Project to Update to the Winslow Subarea Plan \*\* 2022 Council High Priority Project\*\* - Planning, 5 Minutes**  
06092022 DRAFT RFP Winslow Subarea Plan Update.docx

**5.H Adopt Resolution No. 2022-23 to Approve an Agreement for the Grant of Two Million Dollars of American Rescue Plan Act Funds with Housing Resources Bainbridge to Provide Thirteen Affordable Housing Units at 550 Madison, 5 Minutes**  
Resolution No. 2022-23 re HRB ARPA Grant Funding  
Exhibit A to Resolution No. 2022.23 ARPA Grant Fund Agreement (COBI & Housing Resources Bainbridge) - HRB signed.pdf

**6. COUNCIL ANNOUNCEMENTS - 6:55 PM**

**7. CITY MANAGER'S REPORT - 7:05 PM**

**8. PUBLIC HEARING(S)**

**8.A (7:10 PM) Conduct Public Hearing on Ward Avenue NE & NE Ewing Street Vacation and Adopt Associated Ordinance No. 2022-10 - Public Works, 10 Minutes**  
Ordinance No. 2022-10 Relating to Ward Ave NE and NE Ewing Street Vacation  
Ward Ave NE NE Ewing Road Vacation Staff Report.docx  
Ward Ave NE NE Ewing Comments.pdf

**8.B (7:20 PM) Conduct Public Hearing for and Consider Adoption of Ordinance No. 2022-11 Revising Chapter 15.20 BIMC Surface Water and Stormwater Management and Adopt the 2019 DOE Stormwater Management Manual - Public Works, 10 Minutes**  
Ordinance No. 2022-11 Revising Chapter 15.20 BIMC re Stormwater Mgmt (Revised)  
2019 SWMMWW - Executive Summary of the 2019 Revisions and Links to Manual.pdf

**9. REGULAR BUSINESS**

**9.A (7:30 PM) Provide Direction Regarding September 10, 2022 Expiration of Ordinance No. 2021-10, Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E., - Planning, 20 Minutes**  
Staff Memo FAR Expiration.docx  
Presentation on Ord 2021-10.pdf  
MUTC and HS Rd Map.pdf  
Ordinance No. 2021-10-Relating to Revising Bonus FAR Regulations-Approved 082421.pdf

**9.B (7:50 PM) Review the Shade Covenant on the Crawford and M&E Properties - Executive, 20 Minutes**  
Presentation - Shade Covenant Discussion for CC 06142022.pptx  
Shade Pattern Fall 2017 B Wittick  
Shade Pattern 2019 B Wittick  
Shade Pattern October 2021 B Wittick  
BACKGROUND: Bentryn Agricultural Land Purchase and Sale Agreement - Shade Covenant

**9.C (8:10 PM) Approve Participation in National Community Survey and Consider Survey Questions - Executive, 10 Minutes**  
The NCS Instrument 2022 - Standard Questions

National Community Survey Custom Questions - for CC 06142022  
Bainbridge Island, WA 2022 Timeline.pdf

- 9.D (8:20 PM) Review Baseline Budget with Key Assumptions - Finance**, 15 Minutes  
Presentation Baseline Budget for CC.pdf  
Key Assumptions Memo.docx
- 9.E (8:35 PM) Confirm Recommended Appointments to the Climate Change Advisory Committee**, 5 Minutes  
Boemer (Climate Change Advisory Committee) - Redacted.pdf  
Boenker (Climate Change Advisory Committee) - Redacted.pdf  
Cronin (Climate Change Advisory Committee) - Redacted.pdf  
Matthews (Climate Change Advisory Committee) - Redacted.pdf  
Rudnick (Climate Change Advisory Committee) - Redacted.pdf  
Thomas (Climate Change Advisory Committee) - Redacted.pdf
- 9.F (8:40 PM) Confirm Recommended Appointments to the Ethics Board**, 5 Minutes  
Bonker (Ethics Board) - Redacted.pdf  
Davison (Ethics Board) - Redacted.pdf  
Escandon (Ethics Board) - Redacted.pdf  
Fuss (Ethics Board) - Redacted.pdf  
Hollinger (Ethics Board) - Redacted.pdf  
Kerby (Ethics Board) - Redacted.pdf  
Mallon (Ethics Board) - Redacted.pdf  
Miller (Ethics Board) - Redacted.pdf  
Mohrman - Ethics Board - Redacted.pdf  
Neal (Ethics Board) - Redacted.pdf  
Sink (Ethics Board) - Redacted.pdf  
Smith (Ethics Board) - Redacted.pdf  
Tingley (Ethics Board) - Redacted.pdf  
Wolfe (Ethics Board) - Redacted.pdf  
Woodruff (Ethics Board) - Redacted.pdf
- 9.G (8:45 PM) Confirm Recommended Appointments to the Planning Commission**, 5 Minutes  
Deines (Planning Commission) - Redacted.pdf  
Fisher (Planning Commission) - Redacted.pdf  
Macchio (Planning Commission) - Redacted.pdf  
Neal (Planning Commission) - Redacted.pdf  
Schaab (Planning Commission) - Redacted.pdf  
Sullivan (Planning Commission) - Redacted.pdf  
Tripps (Planning Commission) - Redacted.pdf
- 9.H (8:50 PM) Confirm Recommended Appointments to the Race Equity Advisory Committee**, 5 Minutes  
Hall (Race Equity Advisory Committee) - Redacted.pdf  
Hecker (Race Equity Advisory Committee) - Redacted.pdf  
Jacobson (Race Equity Advisory Committee) - Redacted.pdf  
Madden (Race Equity Advisory Committee) - Redacted.pdf  
Rodgers (Race Equity Advisory Committee) - Redacted.pdf

[Rovelstad \(Race Equity Advisory Committee\) - Redacted.pdf](#)  
[San Diego \(Race Equity Advisory Committee\) - Redacted.pdf](#)

## 10. COMMUNICATIONS

- 10.A (8:55 PM) Consider Agenda Request for Citywide Read Program - Deputy Mayor Fantroy-Johnson,**  
5 Minutes  
[Agenda Request from Deputy Mayor Fantroy-Johnson.docx](#)

## 11. ADJOURNMENT - 9:00 PM

### GUIDING PRINCIPLES

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

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

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

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

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

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

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

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



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



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:10 PM) Approve Proclamation Declaring June 14, 2022, as "Spartronics Coach Enrique Chee Day,"

**SUMMARY:** The attached proclamation declares June 14, 2022, as "Spartronics Coach Enrique Chee Day."

**AGENDA CATEGORY:** Presentation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to authorize the Mayor to sign the proclamation declaring June 14, 2022, as "Spartronics Coach Enrique Chee Day."

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Proclamation for Spartronics Coach.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the City Council of the City of Bainbridge Island, Washington, declaring June 14, 2022, as “Spartronics Coach Enrique Chee Day.”

**WHEREAS**, in 2013, Bainbridge High School physics teacher, Enrique Chee, founded FIRST Robotics Competition Team 4915 Spartronics of Bainbridge Island, Washington as its first coach; and

**WHEREAS**, the Spartronics robotics team became one of Bainbridge High’s most successful teams over the last decade; and

**WHEREAS**, under Coach Chee’s guidance, Spartronics has competed in three World Championships since 2014 and won at least one major FIRST robotics award in every season of its existence; and

**WHEREAS**, Coach Chee, through thousands of hours over the last nine years, has tirelessly given his time and his talent to support the advancement of STEAM – Science, Technology, Engineering, Art and Math -- throughout our Island community; and

**WHEREAS**, Coach Chee has positively impacted the lives of more than 400 robotics team student members over the last nine years; and

**WHEREAS**, after nine unselfish years as Spartronics Coach, Enrique Chee is retiring from robotics; and

**NOW, THEREFORE**, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby declare June 14, 2022 as

### **“Spartronics Coach Enrique Chee Day”**

in the City of Bainbridge Island, symbolizing the City’s support of STEAM education and recognizing the positive impact of Enrique Chee and Team 4915 Spartronics in our community.

**DATED** this 14th day of June, 2022

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Joe Deets, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:15 PM) Approve Proclamation Declaring June 2022, as "Ride Transit Month,"

**SUMMARY:** The attached proclamation declares the month of June 2022, as "Ride Transit Month."

**AGENDA CATEGORY:** Proclamation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to authorize the Mayor to sign the proclamation declaring June 2022, as "Ride Transit Month."

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Ride Transit Month Proclamation 2022.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the City Council of the City of Bainbridge Island, Washington, declaring June, 2022 as “Ride Transit Month.”

**WHEREAS**, on average public transit provides almost one quarter of one billion passenger trips in Washington each year; and

**WHEREAS**, Washington’s transit provider landscape is vast and varied, including 32 transit agencies (eight serving urban areas, 11 small urban, and 13 rural); 17 tribal transportation providers; more than 20 community transportation providers; six Medicaid transportation brokers; four Travel Washington intercity bus program lines; eight ferry systems; and one monorail; and

**WHEREAS**, transit agencies in Washington State invest almost \$5 billion in transit capital and operations each year; and

**WHEREAS**, the recently passed transformative transportation package, Move Ahead Washington, invests more than \$3 billion in transit programs and projects; and

**WHEREAS**, during the pandemic, transit agencies continued to provide more than 100 million annual passenger trips for essential workers or essential rides, as well as pivoting to bring other services to their communities including delivering meals, groceries and prescriptions to people with disabilities, seniors, people with low incomes and people with special transportation needs in their community; and

**WHEREAS**, transit in Washington today reduces 371K metric tons of CO2 emission per year. If all people driving alone were to shift to transit, we can save 130K metric tons of CO2 emissions per year—about equal to 28,272 passenger vehicles driven for one year. And for every \$1M invested in Washington State Transit, it equates to 102K metric tons of CO2 reduction, which is equal to the carbon sequestered by 125 thousand acres of U.S. Forests in one year; and

**WHEREAS**, public transportation investments generate 31 percent more jobs per dollar than new construction of roads and bridges. Investment in transit can yield 49,700 jobs per \$1 billion invested, and offers a 5 to 1 economic return; and

**WHEREAS**, almost 25 percent of Washingtonians cannot or do not drive and may rely on public transit; and

**WHEREAS**, greater transit use is associated with higher levels of physical activity, which is associated with lower health risks and better health outcomes; and

**WHEREAS**, transit trips are 10 times safer per mile than car trips, and a person can reduce his or her chance of being in an accident by more than 90 percent simply by taking public transit as opposed to commuting by car; and

**WHEREAS**, transit provides essential trips and essential jobs for people of color and low-income individuals. Among urban residents, Black, Latinx, and foreign-born community members are more likely to take public transit daily or weekly. During the pandemic, ridership has remained highest on routes that serve communities of color. In American cities, people of color account for a disproportionate share of the 2.8 million essential workers who usually commute on transit. Among frontline transit workers, a greater share are Black or Latinx, or are from low-income households; and

**NOW, THEREFORE**, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, do hereby designate June 2022, as “Ride Transit Month” in the City of Bainbridge Island and encourage Island residents to utilize public transportation this month and every month.

**DATED** this \_\_\_ day of June, 2022

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Joe Deets, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:20 PM) Approve Proclamation for Sexual Assault Awareness,

**SUMMARY:** The attached proclamation is proposed to increase sexual assault awareness and to make our community a safer place.

**AGENDA CATEGORY:** Proclamation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** I move to authorize the Mayor to sign the proclamation for sexual assault awareness.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Sexual Assault Awareness Proclamation.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the City Council of the City of Bainbridge Island, Washington, to increase awareness of sexual assault.

**WHEREAS**, the City of Bainbridge Island is committed to taking a firm stand against sexual assault and to eliminating this and other acts of violence that threaten the safety and welfare of all individuals, children, and families; and

**WHEREAS**, sexual violence is a dangerous form of abuse that is rooted in control and impacts Bainbridge Islanders without regard to age, race, religion, gender identity, sexual orientation, or economic, immigration, and housing status; and

**WHEREAS**, one in three women and nearly one in four men will experience sexual violence involving physical contact in their lifetime; and

**WHEREAS**, today, sexual violence remains one of the most prevalent yet underreported crimes in the United States, and it continues to cause suffering for adults, and children, impacting our community and our society; and

**WHEREAS**, sexual harassment, assault, and abuse can happen anywhere, including online spaces. Now more than ever, screens and technology connect us with others, but for too long, harassment, cyberbullying, and sexual abuse have been seen as unavoidable behaviors online; and

**WHEREAS**, 2022 marks the twenty-first anniversary of Sexual Assault Awareness Month, and the theme of this year's campaign is "Building Safe Online Spaces Together;" and

**WHEREAS**, we can build online communities free from sexual harassment, abuse, and assault by practicing digital consent, intervening when we see harmful behaviors, and promoting online communities that value inclusion, safety, and respect.

**NOW, THEREFORE**, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council, encourage Bainbridge Islanders to make a difference to build an inclusive, safe, and respectful community online and offline.

**DATED** this \_\_\_ day of June, 2022

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Joe Deets, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:25 PM) Present Proclamation Declaring June 2022 as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride Month,

**SUMMARY:** The attached proclamation declares the month of June 2022 as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride Month. It is one of the previously approved annual proclamations that may be signed by the Mayor without further Council action.

**AGENDA CATEGORY:** Proclamation

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** Presentation only.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[LGBTQI+ Pride Month Proclamation 2022.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the City Council of the City of Bainbridge Island, Washington, declaring June 2022, as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride Month.

**WHEREAS**, our nation was founded upon the declaration that all people are created equal; that life, liberty, and the pursuit of happiness are among the inalienable rights of every person; and that each person shall be accorded the equal protection of the law; and

**WHEREAS**, on June 28, 1969, patrons of the Stonewall Inn in New York City rose up and resisted police harassment that had become all too common for members of the LGBTQI+ community. Out of this resistance, the LGBTQI+ rights movement in America was born. During LGBTQI+ Pride Month, we commemorate the events of June 1969 and commit to achieving equal justice under law for LGBTQI+ Americans; and

**WHEREAS**, the LGBTQI+ community has made great strides forward, but equality, inclusion, and acceptance have not yet been fully achieved. We must practice these values and teach them to future generations; and

**WHEREAS**, today the rights of LGBTQI+ Americans are under relentless attack. Members of the LGBTQI+ - especially people of color and trans people – continue to face discrimination and persistent efforts to undermine their human rights. Dangerous anti- LGBTQI+ legislation has been passed in States across the country, targeting transgender children and their parents; and

**WHEREAS**, one of the guiding principles of the City of Bainbridge Island is to foster the diversity of the residents of the Island; and

**WHEREAS**, Bainbridge Pride was founded in June 2015, at the time of the first Pride Proclamation by the City of Bainbridge Island, and Bainbridge Pride continues to bring together the diverse LGBTQI+ residents of the City for fellowship and support; and

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

**LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND INTERSEX PRIDE MONTH**

in the City of Bainbridge Island, and we encourage all residents to celebrate the progress within our culture towards justice, equality, and full civic recognition for LGBTQI+ persons and to join us in the fights that remain to be won.

**DATED** this 14th day of June, 2022.

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Joe Deets, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (6:30 PM) Present Proclamation Declaring June 19, 2022 as the "Day to Celebrate Juneteenth 2022,"

**SUMMARY:** The attached proclamation declares June 19, 2022 as the "Day to Celebrate Juneteenth 2022." 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:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Juneteenth Proclamation 2022.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



## PROCLAMATION

**A PROCLAMATION** by the City Council of the City of Bainbridge Island, Washington, declaring June 19, 2022, as the “Day to Celebrate Juneteenth 2022.”

**WHEREAS**, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

**WHEREAS**, the Civil War ended with the surrender of General Lee at Appomattox Court House on April 9, 1865; and

**WHEREAS**, this news reached Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops. It was on June 19, 1865, that he announced: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free.”

**WHEREAS**, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

**WHEREAS**, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

**WHEREAS**, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream;

**NOW, THEREFORE**, I, Joe Deets, Mayor of the City of Bainbridge Island, on behalf of the City Council do hereby proclaim June 19 as a day to celebrate Juneteenth, and urge all residents to join in this celebration.

**DATED** this 14th day of June, 2022

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Joe Deets, Mayor



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 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:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Instructions for Providing Public Comment at Hybrid Meetings.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



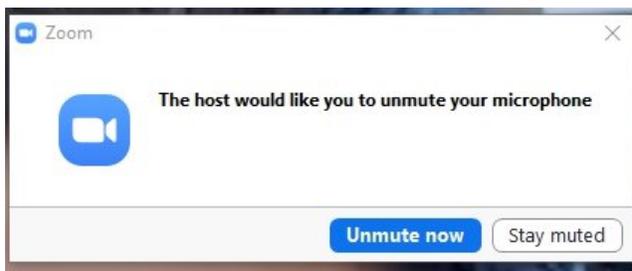
CITY OF  
BAINBRIDGE ISLAND

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](mailto: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:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Agenda Bill for Consent Agenda,

**SUMMARY:** Council will consider approval of the Consent Agenda.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

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

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**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:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Council Report Payroll 6-5-22.pdf](#)

[AP Report to Council of Cash Disbursements 06-15-22.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# PAYROLL

**PAYROLL CHECK RUN: 6 - 04 - 2022**

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	6/6/2022	54235-54365	Regular check run (Direct Dep)	341,686.13
Normal	6/6/2022	109863	Regular check run (Paper Checks)	3,021.90
Vendor	6/6/2022	109864-109872	Vendor check run (Paper Checks)	316,540.41
EFTPS	6/6/2022	N/A	Federal Tax Electronic Transfer	130,068.54
			<b>TOTAL:</b>	<b>791,316.98</b>

Prepared and Reviewed by:  Date 6-3-22  
Ruth Schroeder, 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 6/3/2022  
Kim Dunscombe, Budget Manager

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: May 19, 2022 - June 2, 2022

CITY COUNCIL: May 20, 2022 - June 3, 2022

Last check from previous run: 358717 dated 5/25/2022 issued to Xylem Watering Solutions Inc for \$72.05

Last ACH from previous run: 941 dated 5/25/2022 issued to Winery Alliance of BI for \$1,930.90

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
VOID	05/11/2022	898	PCD/Prothman Company/ACH rejected by the bank. Payment re-issued	N/A
ACH/EFT	05/25/2022	942	US Bank/Credit card purchases - Apr. 2022	63,105.57
ACH/EFT	05/25/2022	943	COBI/Utility billing - May 2022	1,740.52
ACH/EFT	05/25/2022	944	WA State DOR/Excise taxes - Apr. 2022	21,813.79
ACH/EFT	05/25/2022	945	WA State DOL/Firearm permits - May 2022	384.00
ACH/EFT	05/26/2022	946	POL/911 Supply Inc/Uniforms and equipment	208.57
ACH/EFT	05/26/2022	947	POL/Criminal Justice Training/BLEA 832 Colt Lasnier	4,431.00
ACH/EFT	05/26/2022	948	POL/LN Curtis & Sons/Uniforms, Caps	1,002.44
ACH/EFT	05/26/2022	949	PW/Kitsap County Sewer District #7/Apr. 2022 Sewer Utility Charge	22,544.92
ACH/EFT	05/26/2022	950	ENG/Murray Smith Inc/Winslow water tank design services	16,270.78
ACH/EFT	06/06/2022	951	Benefit Administration/HSA, FSA benefits	281.60
ACH/EFT	06/06/2022	952	EX/Housing Resources Bainbridge/COBI certifications	4,060.00
ACH/EFT	06/06/2022	953	ENG/Seton Construction/Annual drainage program	31,021.78
ACH/EFT	06/06/2022	954	ENG/Toole Design Group/Corridor improvements design	18,264.12
ACH/EFT	06/08/2022	955	PW/Aspect Consulting/Sands Ave well evaluation, planning	3,631.50
ACH/EFT	06/08/2022	956	PCD/Prothman Company/Reissue ACH payment 898	18,540.00
ACH/EFT	06/08/2022	957	WA ST Ferries/May 2022 WAVE2GO ferry charges	287.80
ACH/EFT	06/01/2022	958	US Bank/Bond payment, principal & interest - 2022	534,375.00
Manual	05/25/2022	358718	POL,EOC/AT&T/Wireless charges	2,907.28
Manual	05/25/2022	358719	CenturyLink/Rockaway Beach PRV telemetry Jun. 2021 - May 2022	1,514.68
Manual	05/25/2022	358720	POL/Cintas Corporation/First aid restock	8.59
Manual	05/25/2022	358721	ENG,PW/City of BI/Permit BLD26423 fees payment	272.13
Manual	05/25/2022	358722	ENG/Inside Source Washington/City Hall minor retrofit supplies	16,698.64
Manual	05/25/2022	358723	POL/Kitsap County Sheriff/Bainbridge monthly prisoner housing	2,669.85
Manual	05/25/2022	358724	POL/Kitsap 911 Public Authority/Call center services	10,737.00
Manual	05/25/2022	358725	POL/Superintendent of Public Instruction/Fingerprinting services	226.25
Manual	05/25/2022	358726	Puget Sound Energy/May 2022 green power contract	863.72
Manual	06/03/2022	358727	EX/Bainbridge Cinemas/Film rental Selma	300.00
Manual	06/03/2022	358728	PW/BHC Consultants/Regulatory air gap project professional services	3,324.51
Manual	06/03/2022	358729	CenturyLink/May 2022 Weaver water PRV telemetry	58.43
Manual	06/03/2022	358730	ENG/City of BI/2021 Seton Construction drainage retainage	1,632.73
Manual	06/03/2022	358731	PW/Island Hands/Janitorial Services	15,624.31
Manual	06/03/2022	358732	ENG/Verizon Wireless/Modem for automated flow stations	78.80
Manual	06/03/2022	358733	Washington Water Service/Decant facility water	165.14
Manual	06/07/2022	358734	POL,PCD/AT&T/Fax long distance	19.63
Manual	06/07/2022	358735	CenturyLink/Citywide telemetry - May 2022	3,110.19
Manual	06/07/2022	358736	Puget Sound Energy/194 Winslow Way W.	10.86

<b>Total Manual Checks and Electronic Disbursements</b>	<b>802,186.13</b>
---	-------------------

Regular Run Checks	06/15/2022	358737-358804	<b>Total Regular Check Run</b>	<b>271,782.37</b>
Regular Run ACH	06/15/2022	959-1006	<b>Total Regular ACH Run</b>	<b>176,931.73</b>
			<b>Total Disbursements</b>	<b>1,250,900.23</b>

Retainage Release	N/A	N/A		
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*

Karl R. Shaw, Accounting Manager

6/9/2022

Date

JK

*Paul R. Shaw*

06/01/2022 08:10  
jkines

CITY OF BAINBRIDGE ISLAND  
CHECK RECONCILIATION

6/1/2022

P 1  
apchkrcn

FOR CASH ACCOUNT: 635 111100 CASH

CHECK #	CHK DATE	TYPE	VENDOR NAME	DOCUMENT	INV DATE	P.O.	NET
0000000898	05/11/22	UNCLR	004112 PROTHMAN COMPANY	100748	04/19/22		10,248.50
				100933	05/03/22		8,291.50
CHECK # 0000000898 TOTAL:							18,540.00
*** CASH ACCOUNT TOTAL ***							18,540.00

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

ACH 898 has been uncleared and voided due to the fact that the payment was rejected and sent back by the bank. The vendor's email was hacked and false banking information was sent to AP causing the rejection. AP has confirmed the correct banking information with the vendor and a new payment will be sent.

06/01/2022 08:12  
jkines

CITY OF BAINBRIDGE ISLAND  
CHECKS SELECTED TO BE VOIDED

P 1  
apvoidck

Check	Vendor	Name	Warrant	Check Date	Amount	Type #	of Inv.	Fiscal Year
TOTAL CHECKS TO VOID							0	

06/06/2022 09:46  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
apcshdsb

CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
<hr/>									
898	05/11/2022	VOID	4112 PROTHMAN COMPANY	255074	2022-7818	04/19/2022			-10,248.50
	Invoice: 2022-7818					PCD/INTERIM PLANNING DIRECTOR MARK HOFMAN			
				-4,611.82	61011581 510000	PCD - C/E ADMIN SALARY			
				-4,099.40	61470581 510000	PCD - DEV ADMIN SALARY			
				-1,537.28	61471591 510000	PCD - BLDG SALARY			
				255268	2022-7827	05/03/2022			-8,291.50
	Invoice: 2022-7827					PD/INTERIM PLANNING DIRECTOR MARK HOFMAN			
				-3,731.17	61011581 510000	PCD - C/E ADMIN SALARY			
				-3,316.60	61470581 510000	PCD - DEV ADMIN SALARY			
				-1,243.73	61471591 510000	PCD - BLDG SALARY			
						CHECK	898 TOTAL:		-18,540.00
						NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	-18,540.00
						COUNT		AMOUNT	
						TOTAL VOIDED CHECKS	1	18,540.00	
								*** GRAND TOTAL ***	-18,540.00

06/06/2022 09:46  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 6 22						GENERAL - ACCOUNTS PAYABLE			8,342.99
APP 001-213000	06/06/2022	898 060622				AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	06/06/2022	898 060622				CASH	8,342.99		
APP 407-213000	06/06/2022	898 060622				AP CASH DISBURSEMENTS JOURNAL			10,197.01
APP 635-111100	06/06/2022	898 060622				ACCOUNTS PAYABLE			
						AP CASH DISBURSEMENTS JOURNAL			
						CASH	10,197.01		
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								18,540.00	18,540.00
APP 631-130000	06/06/2022	05/08/22 060622				DUE TO/FROM CLEARING			18,540.00
APP 001-130000	06/06/2022	05/08/22 060622				GENERAL - DUE TO/FROM CLEARING	8,342.99		
APP 407-130000	06/06/2022	05/08/22 060622				DUE TO/FROM CLEARING	10,197.01		
SYSTEM GENERATED ENTRIES TOTAL								18,540.00	18,540.00
JOURNAL 2022/06/22 TOTAL								37,080.00	37,080.00

06/06/2022 09:46  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	22	06/06/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	8,342.99	8,342.99
				FUND TOTAL	8,342.99	8,342.99
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 6	22	06/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	10,197.01	10,197.01
				FUND TOTAL	10,197.01	10,197.01
631 CLEARING FUND 631-130000 635-111100	2022 6	22	06/06/2022	DUE TO/FROM CLEARING CASH	18,540.00	18,540.00
				FUND TOTAL	18,540.00	18,540.00

06/06/2022 09:46  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		8,342.99
407	BUILDING & DEVELOPMENT FUND		10,197.01
631	CLEARING FUND	18,540.00	
		18,540.00	18,540.00
TOTAL		18,540.00	18,540.00

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

## Jacob Kines

---

**From:** Brigham Huish  
**Sent:** Monday, May 23, 2022 11:17 AM  
**To:** Jacob Kines; Karl Shaw  
**Subject:** RE: Looking for two outgoing ACH payments

Jacob, it appears the full \$268,935.84 posted to the bank 05/11/22.



### Deposit Account Reporting

### Deposit Accounts Activity Summary

Report Created: 05/23/2022 02:12:26 PM (ET)  
Account: Operating Acct - Checking - 123205054 - \*9677 - Available \$1,004,388.46  
Date Range: 05/11/2022 to 05/23/2022  
Transaction Types: ACH Debits  
Detail Option: Includes transaction detail  
Total By Day: Includes total by day within the selected date range

#### Operating Acct - Checking - 123205054 - \*9677 - Available \$1,004,388.46

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Ending Balance
05/11/2022	CityofBainbridge AC		PREAUTHORIZED ACH DEBIT CityofBainbridge ACH051122 9160019677 Debit Offset for Origin ated Credits	\$268,935.84		Not available for this date

-Brig

---

**From:** Jacob Kines <jkines@bainbridgewa.gov>  
**Sent:** Monday, May 23, 2022 11:10 AM  
**To:** Karl Shaw <kshaw@bainbridgewa.gov>; Brigham Huish <bhuish@bainbridgewa.gov>  
**Subject:** RE: Looking for two outgoing ACH payments

Karl,

I tried voiding ACH #898, but I get an error message stating that is not available to be voided. I looked through the Munis help section and came across this "The program does not allow checks that have been cleared through Check Reconciliation to be voided. If a check has not been updated through the Cash Disbursements Journal, its status is changed to Void.". If we cannot process the void in Munis is there a way to manually send it on Umpqua's website?

Brig,

This ACH payment was part of the check run on 5/11/2022 which had a grand total of \$268,935.84. Is it possible to double check the operating account to make sure it did not go through?

Thank you,

**JACOB KINES**

Senior Accounting Technician – Accounts Payable



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[facebook.com/citybainbridgeisland/](https://facebook.com/citybainbridgeisland/)

206.780.8612 (office)

---

**From:** Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>

**Sent:** Wednesday, May 18, 2022 4:40 PM

**To:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>; Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>

**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>

**Subject:** RE: Looking for two outgoing ACH payments

Thanks for your help Alyssa, we'll work with the vendor. We'll let you know if something comes of this.

Karl

---

**From:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>

**Sent:** Wednesday, May 18, 2022 4:11 PM

**To:** Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>; Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>

**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>

**Subject:** RE: Looking for two outgoing ACH payments

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UMPQ-PRIVATE

Hi Karl,

It should have hit the account on the effective date of 04/27/2022.

Thanks!

Alyssa

**Alyssa Nelson**

Public Deposit Service Associate

Public Deposit Division

[publicdeposits@umpquabank.com](mailto:publicdeposits@umpquabank.com)

Office (208) 889-6077

Chimeline (855) 867-7826



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---

**From:** Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>  
**Sent:** Wednesday, May 18, 2022 3:59 PM  
**To:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>; Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>  
**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>  
**Subject:** RE: Looking for two outgoing ACH payments

**[External Email]**

**[CAUTION: This email originated from outside of the company. DO NOT reply, click links or open attachments unless you verified the sender and know the content is safe.]**

Thanks for your help with this Alyssa. Can you verify the date the \$9,527.50 likely hit our vendor's bank account?

---

**From:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>  
**Sent:** Wednesday, May 18, 2022 3:56 PM  
**To:** Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>; Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>  
**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>  
**Subject:** RE: Looking for two outgoing ACH payments

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UMPQ-PRIVATE

Jacob,

The City will need to initiate another ACH for the \$18,540.00 to the correct account number in Business Online Banking. Let me know if you need any assistance or have any further questions.

Thank you!

Alyssa

**Alyssa Nelson**  
Public Deposit Service Associate  
Public Deposit Division  
[publicdeposits@umpquabank.com](mailto:publicdeposits@umpquabank.com)  
Office (208) 889-6077  
Chimeline (855) 867-7826



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---

**From:** Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>  
**Sent:** Wednesday, May 18, 2022 3:52 PM

**To:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>; Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>  
**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>  
**Subject:** RE: Looking for two outgoing ACH payments

**[External Email]**

**[CAUTION: This email originated from outside of the company. DO NOT reply, click links or open attachments unless you verified the sender and know the content is safe.]**

Alyssa,

We had two bank accounts on file for this vendor. One ending in 1730 (correct) and another ending in 5821 (old account). The \$9,527.50 was probably delivered to the correct account so it was not rejected. I have updated our system so that we only have the new bank/routing numbers on file. Is it possible to resend the \$18,540.00 to the account ending 1730?

Thanks,

**JACOB KINES**

Senior Accounting Technician – Accounts Payable



[www.bainbridgewa.gov](http://www.bainbridgewa.gov)

[facebook.com/citybainbridgeisland/](https://facebook.com/citybainbridgeisland/)

206.780.8612 (office)

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**From:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>  
**Sent:** Wednesday, May 18, 2022 3:37 PM  
**To:** Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>  
**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>  
**Subject:** RE: Looking for two outgoing ACH payments

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UMPQ-PRIVATE

Hi Karl,

I do see the ACH for \$18,540.00 was returned to the City on 05/12/2022. However, I don't see the \$9,527.50. Would it be out of the same account number?

Date	Check	Debit	Credit	Other	Description
05/12/2022			18,540.00		736 - Ach C
Posting:	05/12/2022	User ID:	BO201215		
Effective:	05/12/2022	User name:	User Unknown		Contr
Reversed:	00/00/0000	Disbursement type:			Identif
Source:	541	Posting timestamp:	05/12/2022		08:12
Company ID:	9160019677	Individual ID:	9160019677		Stand
Group ID:		Additional Information:	Cityofbainbridge		Cr rtn
			Charge back for re		Turne

Thank you

Alyssa

**Alyssa Nelson**

Public Deposit Service Associate  
Public Deposit Division  
[publicdeposits@umpquabank.com](mailto:publicdeposits@umpquabank.com)  
Office (208) 889-6077  
Chimeline (855) 867-7826



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**From:** Karl Shaw <[kshaw@bainbridgewa.gov](mailto:kshaw@bainbridgewa.gov)>  
**Sent:** Wednesday, May 18, 2022 3:03 PM  
**To:** Public Deposits <[PublicDeposits@umpquabank.com](mailto:PublicDeposits@umpquabank.com)>  
**Cc:** Brandon Wolking <[BrandonWolking@UmpquaBank.com](mailto:BrandonWolking@UmpquaBank.com)>; Jacob Kines <[jkines@bainbridgewa.gov](mailto:jkines@bainbridgewa.gov)>; Brigham Huish <[bhuish@bainbridgewa.gov](mailto:bhuish@bainbridgewa.gov)>  
**Subject:** Looking for two outgoing ACH payments

**[External Email]**

**[CAUTION: This email originated from outside of the company. DO NOT reply, click links or open attachments unless you verified the sender and know the content is safe.]**

Public Deposits,

We had two recent ACH vendor payments that appear to have cleared without an ACH bounce back, but our vendor claims they didn't get the money. They say they recently changed bank accounts, which has me worried. Can you help?

Vendor: Prothman Company

ACH #s, amounts, and disbursement dates:

- #898, \$18,540.00, 5/11/2022
- #846, \$9,527.50, 4/27/2022

Here's a couple right before those that appear to have gone through correctly; the vendor is not questioning these.

- #801, \$10,609.00, 4/13/2022
- #737, \$8,652.00, 3/23/2022

Thanks.

**KARL R. SHAW, CPA**

Accounting Manager



[www.bainbridgewa.gov](http://www.bainbridgewa.gov)  
[facebook.com/citybainbridgeisland/](https://facebook.com/citybainbridgeisland/)  
206.780.8606 (office) 206.379.1685 (cell)

**JOIN THE CLIMATE SMART CHALLENGE**

Identify key climate actions.  
Challenge friends and neighbors.  
Access local resources.

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

Vendor  
Number  
4112

EFT  
Date  
05/11/2022

EFT  
Number  
00000898

**18,540.00**

Eighteen Thousand Five Hundred Forty Dollars and 00 cents \*\*\*\*\*

*Deposited  
To The  
Account Of*

PROTHMAN COMPANY  
371 NE GILMAN BLVD  
SUITE 310  
ISSAQUAH WA 98027

**EFT COPY  
NON-NEGOTIABLE**

City of Bainbridge Island, 280 Madison Avenue North, Bainbridge Island, WA 98110-1812

Page 1 of 1

EFT Number: **00000898**

Invoice Date	Invoice Number	Description	Voucher	Invoice Amount	
04/19/2022	2022-7818	PCD/INTERIM PLANNING DIRECTOR	255074	10,248.50	
05/03/2022	2022-7827	PD/INTERIM PLANNING DIRECTOR M	255268	8,291.50	
Vendor No.		Vendor Name	EFT No.	EFT Date	EFT Amount
4112		PROTHMAN COMPANY	00000898	05/11/2022	18,540.00

**Invoice**

Federal Tax ID: 91-2170148

**Bill To:**

Mr. Blair King  
 City Manager  
 City of Bainbridge Island  
 280 Madison Ave North  
 Bainbridge Island, WA 98110

Vendor #4112  
 Amount: \$10,248.50  
 61011581-510000 (45%) = 4,611.82  
 61470581-510000 (40%) = 4,099.40  
 61471591-510000 (15%) = 1,537.28  
 Processed: Roz Lassoff  
 Date: 4/19/2022  
 Approved: BK  
 Date: 4/20/22

Date	Invoice #
4/19/2022	2022-7818

Terms	Due Date
Net 20	5/9/2022

Description	Amount
Municipal Consulting services provided by Mark Hofman: 99.5 hours @ \$100/hr for the time period 4/2-4/15/22.	9,950.00
3% charge for State and City B&O tax.	298.50
Thank you for your business.	<b>Total</b> \$10,248.50

E-MAILED APR. 19 2022

**PROTHMAN**

# Timesheet

MARK HOFMAN  
Your Name

INTERIM DIRECTOR  
Position Title

BAINBRIDGE ISLAND  
Agency Assigned

### Week One

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Date	4/2	4/3	4/4	4/5	4/6	4/7	4/8	
Start Time			8am	8am	8am	8am	8am	
End Time			5pm	5pm	5pm	6pm	7pm	
Regular Hours	/	/	9	9	9	10	11	48

### Week Two

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Date	4/9	4/10	4/11	4/12	4/13	4/14	4/15	
Start Time			8am	8am	8:30	8:30	8am	
End Time			5pm	9pm	6pm	9:30	5pm	
Regular Hours	/	/	8	13	9.5	13	8	51.5

**Grand Total** 99.5

Signatures

Mark Hofman  
Your Signature

[Signature]  
Supervisor

Title

**PLEASE EMAIL BY 5 PM MONDAY**

**CLAUDIA@PROTHMAN.COM**

OR FAX (425)270-3496

Questions? Call Prothman at 206 368-0050

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# Invoice

Date	Invoice #
5/3/2022	2022-7827

Federal Tax ID: 91-2170148

Vendor #4112

Amount: \$8,291.50

Bill To:

61011581-510000 (45%) = 3,731.17

Mr. Blair King

61470581-510000 (40%) = 3,316.60

City Manager

61471591-510000 (15%) = 1,243.73

City of Bainbridge Island

Processed: Roz Lassoff

280 Madison Ave North

Date: 5/3/2022

Bainbridge Island, WA 98110

Approved: BK

Date: 5/3/22

Terms	Due Date
Net 20	5/23/2022

Description	Amount
Municipal Consulting services provided by Mark Hofman: 80.5 hours @ \$100/hr for the time period 4/19-4/29/22.	8,050.00
3% charge for State and City B&O tax.	241.50
Thank you for your business.	<b>Total</b> \$8,291.50

# PROTHMAN

# Timesheet

MARK HOFMAN  
Your Name

Interim Director  
Position Title

Bainbridge Island  
Agency Assigned

## Week One

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Date	4/16	4/17	4/19	4/19	4/20	4/21	4/22	
Start Time			8am	8am	7am	8:30	8am	
End Time			5pm	7pm	5pm	5pm	5pm	
Regular Hours	—	—	8	10	10	8	9	45

## Week Two

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Date	4/23	4/24	4/25	4/26	4/27	4/28	4/29	
Start Time			8am	7am	8am	6am	8am	
End Time			4:30	9pm	4pm	8am	Noon	
Regular Hours	—	—	8	13.5	8	2	4	35.5

**Grand Total** 80.5

### Signatures

Mark Hofman  
Your Signature

[Signature] 5/2/22  
Supervisor Title

**PLEASE EMAIL BY 5 PM MONDAY**

**CLAUDIA@PROTHMAN.COM**

OR FAX (425)270-3496

Questions? Call Prothman at 206 368-0050

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

VOUCHER    INVOICE      INV DATE    PO      CHECK RUN      NET

INVOICE DTL DESC

942	05/25/2022	PRTD	7314 US BANK	255127	040522DM	04/05/2022		USB0422	8,577.67
	Invoice: 040522DM					PW/WA DOE/ECOLOGY CONCRETE BLOCKS			
				8,577.67	73321569 63110001093	SALT STORAGE FAC-SUPPLIES			
	Invoice: 040622DM					04/06/2022		USB0422	245.00
				245.00	73111290 443410	PW/ARGUS PACIFIC/HAZWOPER CLASS DM O&M-STREET-MAINT O/H-TRAINING			
	Invoice: 041122DM					04/11/2022		USB0422	245.00
				245.00	73111290 443410	PW/ARGUS PACIFIC/HAZWOPER CLASS RG O&M-STREET-MAINT O/H-TRAINING			
	Invoice: 041122DM-A					04/11/2022		USB0422	245.00
				245.00	73111290 443410	PW/ARGUS PACIFIC/HAZWOPER CLASS RN O&M-STREET-MAINT O/H-TRAINING			
	Invoice: 041922DM					04/19/2022		USB0422	267.10
				267.10	73637891 531100	PW/AMAZON/GLOVES FOR CREW OFFICE SUPPLIES			
	Invoice: 041922DM-A					04/19/2022		USB0422	459.18
				459.18	73637891 531100	PW/AMAZON/GLOVES FOR CREWS OFFICE SUPPLIES			
	Invoice: 041322AQ					04/13/2022		USB0422	121.00
				121.00	72111431 549100	ENG//INT. CODE COUNCIL/IRC BLDG INSPECTOR CERT ENG - ACCESS MGMT MISC			
	Invoice: 032522JR					03/25/2022		USB0422	27.26
				27.26	73637891 531100	PW/AMAZON/HAND SANITIZER OFFICE SUPPLIES			
	Invoice: 032522JR-A					03/25/2022		USB0422	19.08
				19.08	73637891 531100	PW/AMAZON/HAND SANITIZER OFFICE SUPPLIES			
	Invoice: 032822JR					03/28/2022		USB0422	17.73
				17.73	73637891 531100	PW/DOLLAR TREE/TABLECLOTHS OFFICE SUPPLIES			
	Invoice: 033022JR					03/30/2022		USB0422	151.31
				151.31	73637891 531100	PW/COSTCO/BBQ SUPPLIES OFFICE SUPPLIES			
	Invoice: 033122JR					03/31/2022		USB0422	94.66
				94.66	73637891 531100	PW/SAFEWAY/BBQ SUPPLIES OFFICE SUPPLIES			
	Invoice: 041322JR					04/13/2022		USB0422	59.20
				59.20	73637891 531100	PW/APWA/2022 POSTER OFFICE SUPPLIES			

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						<b>INVOICE DTL DESC</b>			
Invoice: 042122JR				255141	042122JR	04/21/2022		USB0422	53.50
				53.50	73637891 531100	PW/AMAZON/POSTER FRAME OFFICE SUPPLIES			
Invoice: 041422KS				255142	041422KS	04/14/2022		USB0422	130.92
				130.92	41011141 531100	FIN/SMARTSIGN/VISITOR PARKING HANG TAGS FIN - C/E ADMIN SUPPLIES			
Invoice: 042222BL				255143	042222BL	04/22/2022		USB0422	350.00
				350.00	33011161 544000	HR/PAY PAL-AWC/ADVERTISING TOKENS HR-C/E-ADVERTISING			
Invoice: 040122CK				255144	040122CK	04/01/2022		USB0422	300.00
				300.00	73637891 545000	PW/STORAGE 98110/STORAGE UNIT RENTAL RENTS & LEASES - OPERATING			
Invoice: 040922CK				255145	040922CK	04/09/2022		USB0422	2,035.59
				2,035.59	73637948 531100	PW/ALEN CORP/HEPA FILTER RECURRING PURCHASE O&M ALLOC-CITY WIDE SUPPLIES			
Invoice: 041422PC				255169	041422PC	04/14/2022		USB0422	19.60
				19.60	72111444 53910001018	ENG/STARBUCKS/SUSTAINABLE TRANSP MTG REFRESHMENTS SUSTAINABLE TRANS-MEALS/SNACKS			
Invoice: 033022CB				255223	033022CB	03/30/2022		USB0422	65.00
				65.00	36011143 443410	EXCC/WAPRO/PUBLIC RECORDS TRAINING DH CLERK-GF-TRAINING			
Invoice: 040422CB				255224	040422CB	04/04/2022		USB0422	75.00
				75.00	36011143 549100	EXCC/WA MUNIC CLERKS ASSOC/ANNUAL DUES CB CLERK-DUES/SUBSCR/MEMBRSHPS			
Invoice: 033122AL				255225	033122AL	03/31/2022		USB0422	54.47
				54.47	31011256 531100	EX/SAFEGWAY/SNACKS FOR CERT CLASS EX-GF-EMERG PREP-SUPPLIES			
Invoice: 033122AL-A				255226	033122AL-A	03/31/2022		USB0422	5.99
				5.99	31011256 541100	EX/KUDOBOARD/GOODBYE BOARD FOR KD EX-GF-EMERG PREP-PROF SVCS			
Invoice: 033122AL-B				255227	033122AL-B	03/31/2022		USB0422	541.89
				541.89	31011256 531100	EX/VIA ROSA/LUNCH FOR CERT CLASS FINAL EX-GF-EMERG PREP-SUPPLIES			
Invoice: 040422AL				255228	040422AL	04/04/2022		USB0422	87.16
				87.16	31011256 541100	EX/GARMIN/GARMIN INREACH SUBSCRIPTION EX-GF-EMERG PREP-PROF SVCS			
Invoice: 040422AL-A				255229	040422AL-A	04/04/2022		USB0422	22.64
				22.64	31011256 531100	EX/SAFEGWAY/SNACKS FOR CERT CLASS EX-GF-EMERG PREP-SUPPLIES			

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 040422AL-B				255230	040422AL-B	04/04/2022		USB0422	437.99
				437.99	31011256 443410	EX/ALASKA AIR/IAEM CONFERENCE AIRFARE EX-GF-EMERG PREP-TRAINING			
Invoice: 040422AL-C				255231	040422AL-C	04/04/2022		USB0422	39.20
				39.20	31011256 541100	EX/STARBUCKS/SNACKS FOR CERT CLASS EX-GF-EMERG PREP-PROF SVCS			
Invoice: 040722AL				255232	040722AL	04/07/2022		USB0422	148.00
				148.00	31011229 54110001069	EX/NCSI/VOLUNTEER BACKGROUND CHECKS COVID19 TESTING-PROF SVCS			
Invoice: 041422AL				255233	041422AL	04/14/2022		USB0422	100.00
				100.00	31011256 549100	EX/ROTARY/QUARTERLY DUES AL EX-GF-EMERG PREP-DUES/SUBSCRIP			
Invoice: 041522AL				255234	041522AL	04/15/2022		USB0422	7,541.05
				7,541.05	31011256 541100	EX/NOLS/WILDERNESS UPDATE MEDICAL CLASS EX-GF-EMERG PREP-PROF SVCS			
Invoice: 041822AL				255236	041822AL	04/18/2022		USB0422	44.33
				44.33	31011256 531100	EX/CENTRAL MARKET/SNACKS FOR VOLUNTEER APPREC EX-GF-EMERG PREP-SUPPLIES			
Invoice: 042122AL				255237	042122AL	04/21/2022		USB0422	48.83
				48.83	31011256 531100	EX/AMAZON/MINI FIRST AID KITS EX-GF-EMERG PREP-SUPPLIES			
Invoice: 042222AL				255238	042222AL	04/22/2022		USB0422	491.37
				491.37	31011256 531100	EX/AMAZON/CERT VESTS EX-GF-EMERG PREP-SUPPLIES			
Invoice: 042222AL-A				255239	042222AL-A	04/22/2022		USB0422	219.23
				219.23	31011256 531100	EX/AMAZON/GLOWSTICKS, LAPTOP MOUNTS EX-GF-EMERG PREP-SUPPLIES			
Invoice: 040522DP				255289	040522DP	04/05/2022		USB0422	75.00
				75.00	41011144 443410	FIN/NW CHAPTER ACFE'S/FRAUD CONFERENCE DP FIN - C/E TRAINING			
Invoice: 041822DP				255290	041822DP	04/18/2022		USB0422	140.00
				140.00	41011144 443410	FIN/MRSC/PUBLIC RECORDS ACT TRAINING DP FIN - C/E TRAINING			
Invoice: 041922DP				255291	041922DP	04/19/2022		USB0422	75.00
				75.00	41011144 443410	FIN/WFOA/ARPA - FEDERAL AWARD REQUIREMENTS FIN - C/E TRAINING			
Invoice: 041322AS				255292	041322AS	04/13/2022		USB0422	80.00
				80.00	31011492 53110001194	EX/CRAZY CRAYONS/RECYCLED CONTENT CRAYONS CAP-WASTE RED-SUPPLIES			





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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 041122ES				255343	041122ES	04/11/2022		USB0422	132.00
				132.00	31011572 44341001199	EX/AMTRAK/TRAVEL TO GARE CONFERENCE DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042022ES				255344	042022ES	04/20/2022		USB0422	10.50
				10.50	31011572 44341001199	EX/TINY'S CAFE/BREAKFAST GARE CONF ES DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042022ES-A				255345	042022ES-A	04/20/2022		USB0422	9.25
				9.25	31011572 44341001199	EX/WSDOT-FERRY/TRAVEL TO GARE CONFERENCE DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042022ES-B				255346	042022ES-B	04/20/2022		USB0422	17.89
				17.89	31011572 44341001199	EX/RED ROBIN/DINNER GARE CONFERENCE ES DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122ES				255347	042122ES	04/21/2022		USB0422	11.00
				11.00	31011572 44341001199	EX/HYATT REGENCY/LUNCH GARE CONFERENCE ES DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042222ES				255348	042222ES	04/22/2022		USB0422	10.75
				10.75	31011572 44341001199	EX/TINY'S CAFE/BREAKFAST GARE CONFERENCE ES DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 032822KB				255349	032822KB	03/28/2022		USB0422	690.00
				690.00	33011164 443410	HR/ASSOC WA CITIES/LABOR RELATIONS INSTIT KB BL HR-C/E-TRAINING EXP			
Invoice: 040122KB				255350	040122KB	04/01/2022		USB0422	229.00
				229.00	33011161 549100	HR/SOCIETY HR MANAGEMENT/ANNUAL MEMBERSHIP KB HR-C/E-DUES & SUBSCRIPTIONS			
Invoice: 040522KB				255351	040522KB	04/05/2022		USB0422	130.00
				130.00	33011161 544000	HR/NEOGOV/JOB AD CLIMATE COORD HR-C/E-ADVERTISING			
Invoice: 040622KB				255352	040622KB	04/06/2022		USB0422	463.50
				463.50	31011572 44341001199	EX/APPLIED RESEARCH CENTER/GARE MEETING AM DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 040722KB				255353	040722KB	04/07/2022		USB0422	100.00
				100.00	33011161 544000	HR/AMERICAN PLANNING ASSN/JOB AD PLAN MNGR HR-C/E-ADVERTISING			
Invoice: 040722KB-A				255354	040722KB-A	04/07/2022		USB0422	350.00
				350.00	33011161 544000	HR/ASSOC WA CITIES/JOB POSTING 10 PACK HR-C/E-ADVERTISING			
Invoice: 040822KB				255356	040822KB	04/08/2022		USB0422	45.00
				45.00	33011161 544000	HR/CRAIGSLIST/JOB AD PLANNING MNGR HR-C/E-ADVERTISING			

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						<b>INVOICE DTL DESC</b>			
Invoice: 041122KB				255357	041122KB	04/11/2022		USB0422	14.98
				14.98	33011161 539100	HR/TOWN & COUNTRY/PLANNING DIRECTOR INTERVIEWS HR-NON TRAVEL FOOD/SNACK			
Invoice: 041122KB-A				255358	041122KB-A	04/11/2022		USB0422	295.00
				295.00	33011161 544000	HR/GEOGOV/JOB AD TP OPERATOR DIVER NETWORK HR-C/E-ADVERTISING			
Invoice: 041122KB-B				255359	041122KB-B	04/11/2022		USB0422	295.00
				295.00	33011161 544000	HR/NEOGOV/JOB AD MAINTENANCE TECH DIVER NTWK HR-C/E-ADVERTISING			
Invoice: 041422KB				255360	041422KB	04/14/2022		USB0422	150.00
				150.00	33011161 544000	HR/ICMA/JOB AD PLANNING MANAGER HR-C/E-ADVERTISING			
Invoice: 041422KB-A				255361	041422KB-A	04/14/2022		USB0422	100.00
				100.00	33011161 544000	HR/PAYPAL/JOB AD PLANNING MANAGER HR-C/E-ADVERTISING			
Invoice: 041422KB-B				255362	041422KB-B	04/14/2022		USB0422	350.00
				350.00	33011161 544000	HR/NFBPA/JOB AD PLANNING MANAGER HR-C/E-ADVERTISING			
Invoice: 041822KB				255363	041822KB	04/18/2022		USB0422	295.00
				295.00	33011161 544000	HR/NEOGOV/JOB AD CLIMATE OUTREACH COORD HR-C/E-ADVERTISING			
Invoice: 041822KB-A				255364	041822KB-A	04/18/2022		USB0422	45.00
				45.00	33011161 544000	HR/CRAIGSLIST/JOB AD PUBLIC WORKS INTERN HR-C/E-ADVERTISING			
Invoice: 042022KB				255365	042022KB	04/20/2022		USB0422	130.00
				130.00	33011161 544000	HR/NEOGOV/JOB AD PLANNING MANAGER HR-C/E-ADVERTISING			
Invoice: 042222KB				255366	042222KB	04/22/2022		USB0422	187.50
				187.50	33011161 544000	HR/ICMA/JOB AD COMMUNICATIONS COORDINATOR HR-C/E-ADVERTISING			
Invoice: 042222KB-A				255367	042222KB-A	04/22/2022		USB0422	100.00
				100.00	33011161 544000	HR/PAYPAL/JOB AD COMMUNICATIONS COORDINATOR HR-C/E-ADVERTISING			
Invoice: 042222KB-B				255368	042222KB-B	04/22/2022		USB0422	350.00
				350.00	33011161 544000	HR/NFBPA/JOB AD COMMUNICATIONS COORDINATOR HR-C/E-ADVERTISING			
Invoice: 042522KB				255370	042522KB	04/25/2022		USB0422	135.00
				135.00	33011161 544000	HR/CRAIGSLIST/JOB AD COMMUNICATIONS COORDINATOR HR-C/E-ADVERTISING			

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 8  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 042522KB-A			255371	042522KB-A	04/25/2022		USB0422	90.00
			90.00	33011161 544000		HR/CRAIGSLIST/JOB AD MECHANIC II HR-C/E-ADVERTISING		
Invoice: 033022PN			255372	033022PN	03/30/2022		USB0422	32.71
			32.71	36011143 531100		EXCC/AMAZON/LABELS, CERT FOLDERS CLERK-C/E SUPPLIES		
Invoice: 040922PN			255373	040922PN	04/09/2022		USB0422	76.36
			76.36	11011116 539100		CC/CASA ROJAS/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 041222PN			255374	041222PN	04/12/2022		USB0422	38.64
			38.64	11011116 539100		CC/SAFEWAY/CITY COUNCIL MTG DINNER COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 041922PN			255375	041922PN	04/19/2022		USB0422	156.49
			156.49	11011116 539100		CC/SWEET DAHLIA BAKING/CITY COUNCIL RETREAT COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 042122PN			255376	042122PN	04/21/2022		USB0422	84.52
			84.52	11011116 539100		CC/SAFEWAY/CITY COUNCIL RETREAT COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 042222PN			255377	042222PN	04/22/2022		USB0422	133.37
			133.37	11011116 539100		CC/BIGLEAFE MAPLE BAKERY/CITY COUNCIL RETREAT COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 042222PN-A			255378	042222PN-A	04/22/2022		USB0422	129.17
			129.17	11011116 539100		CC/SWEET DAHLIA BAKING/CITY COUNCIL RETREAT COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 042222PN-B			255379	042222PN-B	04/22/2022		USB0422	19.60
			19.60	11011116 539100		CC/STARBUCKS/CITY COUNCIL RETREAT COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 031722MD-C			255380	031722MD-C	03/17/2022		USB0422	364.17
			364.17	81011881 535500		IT/AMAZON/VARIOUS MONITOR CABLES IT - C/E COMPUTER PARTS & EQ		
Invoice: 032422MD			255381	032422MD	03/24/2022		USB0422	944.16
			944.16	81011881 535500		IT/AMAZON/PHONE & COMPUTER HEADSETS IT - C/E COMPUTER PARTS & EQ		
Invoice: 032722MD			255382	032722MD	03/27/2022		USB0422	916.40
			916.40	81011881 535500		IT/AMAZON/MONITORS X4 IT - C/E COMPUTER PARTS & EQ		
Invoice: 032722MD-A			255383	032722MD-A	03/27/2022		USB0422	76.36
			76.36	81011881 535500		IT/AMAZON/VIDEO CONFERENCING LIGHTS IT - C/E COMPUTER PARTS & EQ		



05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 10  
apcshdsb

CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				255397	040622MD	04/06/2022		USB0422	140.87
Invoice: 040622MD				140.87	81011881 535500	IT/AMAZON/MONITOR ARMS (LEVAN) IT - C/E COMPUTER PARTS & EQ			
				255398	040722MD	04/07/2022		USB0422	103.08
Invoice: 040722MD				103.08	81011881 535100	IT/ADOBE/ACROBAT PRO DC LICENSE IT - C/E COMPUTER SOFTWARE			
				255399	030822MD-B	03/08/2022		USB0422	12.00
Invoice: 030822MD-B				12.00	81011881 535100	IT/WETRANSFER/WETRANSFERPRO SOFTWARE IT - C/E COMPUTER SOFTWARE			
				255400	040322MD-A	04/03/2022		USB0422	75.00
Invoice: 040322MD-A				75.00	81011881 549100	IT/ACCIS/ANNUAL MEMBERSHIP MD IT - C/E MISCELLANEOUS			
				255401	041122MD	04/11/2022		USB0422	207.43
Invoice: 041122MD				207.43	81011881 535500	IT/DRI PLANTRONICS POLY/HEADSET FOR COURT IT - C/E COMPUTER PARTS & EQ			
				255402	041522MD	04/15/2022		USB0422	4,258.77
Invoice: 041522MD				4,258.77	81011881 535500	IT/COSTCO/SURFACE LAPTOPS X3 IT - C/E COMPUTER PARTS & EQ			
				255403	041822MD	04/18/2022		USB0422	599.00
Invoice: 041822MD				599.00	81011881 535100	IT/BEYOND TECHNOLOGIES/DIRECTORY FOR INTRANET IT - C/E COMPUTER SOFTWARE			
				255404	041422MD	04/14/2022		USB0422	98.82
Invoice: 041422MD				98.82	81011881 535100	IT/ADOBE/ACROBAT PRO DC LICENSE IT - C/E COMPUTER SOFTWARE			
				255405	031922MD	03/19/2022		USB0422	152.84
Invoice: 031922MD				152.84	81011881 535500	IT/AMAZON/MONITOR ARMS X4 IT - C/E COMPUTER PARTS & EQ			
				255406	041822MD-A	04/18/2022		USB0422	29.47
Invoice: 041822MD-A				29.47	81011881 535500	IT/AMAZON/PROTECTIVE CASE FOR LAPTOP (NAVARETTE) IT - C/E COMPUTER PARTS & EQ			
				255407	040322JB	04/03/2022		USB0422	13.47
Invoice: 040322JB				13.47	51011215 531100	POL/AMAZON/COFFEE FILTERS POLICE - C/E FACIL SUPPLIES			
				255408	041322ZB	04/13/2022		USB0422	198.78
Invoice: 041322ZB				198.78	53011212 53110000962	POL/MEN'S HEALTH/DISPUTED CHARGE CREDITED TWICE TRACKING CANINE-SUPPLIES			
				255409	041322ZB-A	04/13/2022		USB0422	21.25
Invoice: 041322ZB-A				21.25	53011212 54110000962	POL/SALTY DOG WASH/K9 NAIL TRIM, BATH TRACKING CANINE-PROF SVCS			







05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 14  
apcshdsb

CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC			
Invoice: 040722BK				255584	040722BK	04/07/2022		USB0422	43.91
				43.91	31011131 539100	EX/RED CEDAR CAFE/LUNCH REAC FONG, MARTINEZ EX-GF-NON TRAVEL FOOD/SNACK			
Invoice: 042122BK				255585	042122BK	04/21/2022		USB0422	665.52
				665.52	31011572 44341001199	EX/HYATT REGENCY/GARE CONFERENCE BISPHAM DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122BK-A				255586	042122BK-A	04/21/2022		USB0422	605.52
				605.52	31011572 44341001199	EX/HYATT REGENCY/GARE CONFERENCE DEETS DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122BK-B				255587	042122BK-B	04/21/2022		USB0422	605.52
				605.52	31011572 44341001199	EX/HYATT REGENCY/GARE CONF FANTROY-JOHNSON DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122BK-C				255588	042122BK-C	04/21/2022		USB0422	443.68
				443.68	31011572 44341001199	EX/HYATT REGENCY/GARE CONFERENCE FONG DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122BK-D				255589	042122BK-D	04/21/2022		USB0422	443.68
				443.68	31011572 44341001199	EX/HYATT REGENCY/GARE CONFERENCE ERICKSON DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 042122BK-E				255590	042122BK-E	04/21/2022		USB0422	439.68
				439.68	31011572 44341001199	EX/HYATT REGENCY/GARE CONFERENCE ROVELSTAD DIVERSITY/EQUITY/INCL-TRAINING			
Invoice: 041322BK				255591	041322BK	04/13/2022		USB0422	76.44
				76.44	31011572 549100	EX/CONSTANT CONTACT/CMR MONTHLY SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER			
Invoice: 032922KD				255601	032922KD	03/29/2022		USB0422	14.78
				14.78	91029179 531100	AMAZON/WELLNESS SUPPLIES - SEEDS WELLNESS EVENT GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 032922KD-A				255602	032922KD-A	03/29/2022		USB0422	79.61
				79.61	91029179 531100	AMAZON/WELLNEDD SUPPLIES - SEEDS WELLNESS EVENT GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 041122KD				255603	041122KD	04/11/2022		USB0422	130.23
				130.23	91029179 531100	AMAZON/WELLNESS SUPPLIES WEIGHTS WELLNESS ROOM GG-SELF INS-WELLNESS-SUPPLIES			
Invoice: 032622KD				255612	032622KD	03/26/2022		USB0422	28.36
				28.36	31011572 531100	EX/AMAZON/SUPPLIES EX-GF-OUTREACH-SUPPLIES			
Invoice: 032722KD				255613	032722KD	03/27/2022		USB0422	625.08
				625.08	31011572 531100	EX/B&H/WIRELESS MICROPHONES EX-GF-OUTREACH-SUPPLIES			

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 15  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 033022KD			255614	033022KD	03/30/2022		USB0422	9.99
			9.99	31011572 549100		EX/KITSAP SUN/MONTHLY SUBSCRIPTION OUTREACH DUES, SUBS& MEMBER		
Invoice: 032522RL			255615	032522RL	03/25/2022		USB0422	1,130.36
			1,130.36	44011141 545000		FIN/PB LEASING/POSTAGE MACHINE LEASE RENTS & LEASES - OPERATING		
Invoice: 032922RL			255616	032922RL	03/29/2022		USB0422	35.00
			35.00	31011134 443410		EX/MRSC/LTAC ONLINE WEBINAR EX-GF-TRAINING		
Invoice: 040122RL			255617	040122RL	04/01/2022		USB0422	13.59
			13.59	31011131 531100		EX/DANA's SHOWHOUSE/FAREWELL CARDS KD EX-GF-SUPPLIES		
Invoice: 040422RL			255618	040422RL	04/04/2022		USB0422	109.10
			109.10	32011152 549100		LEGAL/LEXISNEXIS/LEGAL ONLINE SUBSCRIPTION LGL-GF-DUES & SUBSCRIPTIONS		
Invoice: 040522RL			255619	040522RL	04/05/2022		USB0422	34.67
			34.67	31011131 539100		EX/BLACKBIRD BAKERY/LEADERSHIP TEAM FAREWELL EX-GF-NON TRAVEL FOOD/SNACK		
Invoice: 040622RL			255620	040622RL	04/06/2022		USB0422	41.79
			41.79	11011116 531100		CC/AMAZON/PAPER GOODS FRENCH DELEGATION COUNCIL - SUPPLIES		
Invoice: 040722RL			255621	040722RL	04/07/2022		USB0422	35.96
			35.96	11011116 539100		CC/CUPS/RAILS TO TRAILS DELEGATION LUNCH COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 040722RL-A			255622	040722RL-A	04/07/2022		USB0422	3.00
			3.00	11011116 539100		CC/BLACKBIRD BAKERY/RAILS TO TRAILS LUNCH COUNCIL-NON TRAVEL FOOD/SNACK		
Invoice: 040822RL			255623	040822RL	04/08/2022		USB0422	19.65
			19.65	11011116 531100		CC/AMAZON/SUPPLIES FRENCH DELEGATION COUNCIL - SUPPLIES		
Invoice: 041122RL			255624	041122RL	04/11/2022		USB0422	90.06
			90.06	11011116 531100		CC/AMAZON/SUPPLIES FRENCH DELEGATION COUNCIL - SUPPLIES		
Invoice: 041122RL-A			255625	041122RL-A	04/11/2022		USB0422	167.81
			167.81	33011161 539100		HR/THE MARKETPLACE/LUNCHES PCD INTERVIEW TEAM HR-NON TRAVEL FOOD/SNACK		
Invoice: 041122RL-B			255626	041122RL-B	04/11/2022		USB0422	13.09
			13.09	33011161 539100		HR/THE MARKETPLACE/LUNCHES PD INTERVIEW TEAM HR-NON TRAVEL FOOD/SNACK		

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 16  
apcshdsb

CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE    VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						<b>INVOICE DTL DESC</b>			
Invoice: 041122RL-C				255627	041122RL-C	04/11/2022		USB0422	80.40
				80.40	33011161 539100	HR/TOWN & COUNTRY/BREAKFAST PCD INTERVIEW TEAM HR-NON TRAVEL FOOD/SNACK			
Invoice: 041222RL				255628	041222RL	04/12/2022		USB0422	9.99
				9.99	31011131 549100	EX/KITSAP SUN/MONTHLY ONLINE SUBSCRIPTION EX-GF-DUES/SUBCR/MEMBERSH			
Invoice: 041322RL				255629	041322RL	04/13/2022		USB0422	190.17
				190.17	31011492 54245001197	EX/SPEEDY BUTTONS/STICKERS CAP-CL ADAPT & RES-OUTREACH			
Invoice: 041422RL				255630	041422RL	04/14/2022		USB0422	125.39
				125.39	11011116 531100	CC/COST PLUS/GLASSES FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041422RL-A				255631	041422RL-A	04/14/2022		USB0422	24.70
				24.70	11011116 531100	CC/WALMART/GLASSES FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041422RL-B				255632	041422RL-B	04/14/2022		USB0422	139.75
				139.75	11011116 531100	CC/TARGET/GLASSES FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041522RL				255633	041522RL	04/15/2022		USB0422	14.55
				14.55	11011116 531100	CC/WALMART/GLASSES FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041522RL-A				255634	041522RL-A	04/15/2022		USB0422	15.27
				15.27	11011116 531100	CC/SAFeway/FLOWERS FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041522RL-B				255635	041522RL-B	04/15/2022		USB0422	198.00
				198.00	11011116 539100	CC/TOWN&COUNTRY/BOARD DEPOSIT FRENCH DELEGATION COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 041522RL-C				255636	041522RL-C	04/15/2022		USB0422	306.82
				306.82	11011116 539100	CC/TOWN&COUNTRY/WORKED MEAL FRENCH DELEGATION COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 041522RL-D				255637	041522RL-D	04/15/2022		USB0422	5.46
				5.46	11011116 539100	CC/CENTRAL MARKET/WORKED MEAL FRENCH DELEGATION COUNCIL-NON TRAVEL FOOD/SNACK			
Invoice: 041522RL-E				255638	041522RL-E	04/15/2022		USB0422	38.79
				38.79	11011116 531100	CC/BAY HAY & FEED/GIFT BAGS FRENCH DELEGATION COUNCIL - SUPPLIES			
Invoice: 041722RL				255639	041722RL	04/17/2022		USB0422	-198.00
				-198.00	11011116 539100	CC/TOWN&COUNTRY/BOARD DEPOSIT RETURNED COUNCIL-NON TRAVEL FOOD/SNACK			

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 17  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
Invoice: 041722RL-A				255640	041722RL-A	04/17/2022	USB0422	-14.55
				-14.55	11011116	531100	CC/WALMART/GIFT BAGS RETURNED COUNCIL - SUPPLIES	
Invoice: 041722RL-B				255641	041722RL-B	04/17/2022	USB0422	-5.46
				-5.46	11011116	531100	CC/CENTRAL MARKET/GIFT BAGS RETURNED COUNCIL - SUPPLIES	
Invoice: 041922RL				255642	041922RL	04/19/2022	USB0422	4.50
				4.50	71311942	64210000724	PW/USPS/POSTAGE THUMB DRIVE PD/COURT BLDG-PHONES/POSTAGE	
							CHECK 942 TOTAL:	63,105.57
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	63,105.57
							COUNT	AMOUNT
					TOTAL PRINTED CHECKS		1	63,105.57
							*** GRAND TOTAL ***	63,105.57

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 18  
apcshdsb

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 5 228	APP 301-213000	05/25/2022	USB0422	051822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,582.17	
	APP 635-111100	05/25/2022	USB0422	051822			CASH AP CASH DISBURSEMENTS JOURNAL			63,105.57
	APP 101-213000	05/25/2022	USB0422	051822			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,214.79	
	APP 631-213000	05/25/2022	USB0422	051822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,484.61	
	APP 001-213000	05/25/2022	USB0422	051822			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		48,183.15	
	APP 407-213000	05/25/2022	USB0422	051822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,640.85	
GENERAL LEDGER TOTAL									63,105.57	63,105.57
	APP 631-130000	05/25/2022	USB0422	051822			DUE TO/FROM CLEARING		59,620.96	
	APP 301-130000	05/25/2022	USB0422	051822			DUE TO/FROM CLEARING			8,582.17
	APP 101-130000	05/25/2022	USB0422	051822			STREETS - DUE TO/FROM CLEARING			1,214.79
	APP 001-130000	05/25/2022	USB0422	051822			GENERAL - DUE TO/FROM CLEARING			48,183.15
	APP 407-130000	05/25/2022	USB0422	051822			DUE TO/FROM CLEARING			1,640.85
SYSTEM GENERATED ENTRIES TOTAL									59,620.96	59,620.96
JOURNAL 2022/05/228 TOTAL									122,726.53	122,726.53

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 19  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 5	228	05/25/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	48,183.15	48,183.15
				FUND TOTAL	48,183.15	48,183.15
101 STREET FUND 101-130000 101-213000	2022 5	228	05/25/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	1,214.79	1,214.79
				FUND TOTAL	1,214.79	1,214.79
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 5	228	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,582.17	8,582.17
				FUND TOTAL	8,582.17	8,582.17
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 5	228	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,640.85	1,640.85
				FUND TOTAL	1,640.85	1,640.85
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 5	228	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	59,620.96 3,484.61	63,105.57
				FUND TOTAL	63,105.57	63,105.57

05/18/2022 15:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 20  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		48,183.15
101	STREET FUND		1,214.79
301	CAPITAL CONSTRUCTION FUND		8,582.17
407	BUILDING & DEVELOPMENT FUND		1,640.85
631	CLEARING FUND		
		59,620.96	
	TOTAL	59,620.96	59,620.96

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



05/19/2022 15:41  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 5	236								
APP 001-213000	05/25/2022	UBMAY22	051922			GENERAL - ACCOUNTS PAYABLE		1,740.52	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	05/25/2022	UBMAY22	051922			CASH			1,740.52
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,740.52	1,740.52
APP 631-130000	05/25/2022	UBMAY22	051922			DUE TO/FROM CLEARING		1,740.52	
APP 001-130000	05/25/2022	UBMAY22	051922			GENERAL - DUE TO/FROM CLEARING			1,740.52
SYSTEM GENERATED ENTRIES TOTAL								1,740.52	1,740.52
JOURNAL 2022/05/236 TOTAL								3,481.04	3,481.04

05/19/2022 15:41  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 5	236	05/25/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	1,740.52	1,740.52
				FUND TOTAL	1,740.52	1,740.52
631 CLEARING FUND 631-130000 635-111100	2022 5	236	05/25/2022	DUE TO/FROM CLEARING CASH	1,740.52	1,740.52
				FUND TOTAL	1,740.52	1,740.52

05/19/2022 15:41  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		1,740.52
631 CLEARING FUND	1,740.52	
TOTAL	1,740.52	1,740.52

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635 111100 CASH  
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
944	05/25/2022	MANL	124 WA ST DEPT OF REVENU	255678	APR22	05/20/2022		ETAPR22	21,813.79
	Invoice: APR22								
				106.47	91411341 553000	APRIL 2022 EXCISE TAXES			
				4,341.12	91421351 553000	FINANCE - WATER EXTRNL TAXES			
				30.87	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
				7.16	91411341 553000	FINANCE - WATER EXTRNL TAXES			
				16,067.11	91431383 553000	FINANCE - SSWM - EXTRNL TAXES			
				445.02	91421351 553000	FINANCE - SEWER - EXTRNL TAXES			
				5.52	62471591 531100	BLDG-SUPPLIES			
				3.86	73637891 531100	OFFICE SUPPLIES			
				783.67	53011212 531100	PD-C/E-PATROL SUPPLIES			
				4.97	72011321 531100	ENG - C/E ADMIN SUPPLIES			
				2.39	21011125 531100	COURT - SUPPLIES			
				15.63	31011492 54245001197	CAP-CL ADAPT & RES-OUTREACH			

CHECK 944 TOTAL: 21,813.79

NUMBER OF CHECKS 1 \*\*\* CASH ACCOUNT TOTAL \*\*\* 21,813.79

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	21,813.79

\*\*\* GRAND TOTAL \*\*\* 21,813.79

05/20/2022 14:30  
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A/P CASH DISBURSEMENTS JOURNAL

P 2  
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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	5	240									
APP	401-213000		05/25/2022	ETAPR22	052022			ACCOUNTS PAYABLE		113.63	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		05/25/2022	ETAPR22	052022			CASH			21,813.79
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		05/25/2022	ETAPR22	052022			ACCOUNTS PAYABLE		4,817.01	
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		05/25/2022	ETAPR22	052022			ACCOUNTS PAYABLE		16,067.11	
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		05/25/2022	ETAPR22	052022			ACCOUNTS PAYABLE		5.52	
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		05/25/2022	ETAPR22	052022			ACCOUNTS PAYABLE		3.86	
								AP CASH DISBURSEMENTS JOURNAL			
APP	001-213000		05/25/2022	ETAPR22	052022			GENERAL - ACCOUNTS PAYABLE		806.66	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										21,813.79	21,813.79
APP	631-130000		05/25/2022	ETAPR22	052022			DUE TO/FROM CLEARING		21,809.93	
APP	401-130000		05/25/2022	ETAPR22	052022			DUE TO/FROM CLEARING			113.63
APP	402-130000		05/25/2022	ETAPR22	052022			DUE TO/FROM CLEARING			4,817.01
APP	403-130000		05/25/2022	ETAPR22	052022			DUE TO/FROM CLEARING			16,067.11
APP	407-130000		05/25/2022	ETAPR22	052022			DUE TO/FROM CLEARING			5.52
APP	001-130000		05/25/2022	ETAPR22	052022			GENERAL - DUE TO/FROM CLEARING			806.66
SYSTEM GENERATED ENTRIES TOTAL										21,809.93	21,809.93
JOURNAL 2022/05/240 TOTAL										43,623.72	43,623.72

05/20/2022 14:30  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 5	240	05/25/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	806.66	806.66
				FUND TOTAL	806.66	806.66
401 WATER OPERATING FUND 401-130000 401-213000	2022 5	240	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	113.63	113.63
				FUND TOTAL	113.63	113.63
402 SEWER OPERATING FUND 402-130000 402-213000	2022 5	240	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,817.01	4,817.01
				FUND TOTAL	4,817.01	4,817.01
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 5	240	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,067.11	16,067.11
				FUND TOTAL	16,067.11	16,067.11
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 5	240	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	5.52	5.52
				FUND TOTAL	5.52	5.52
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 5	240	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	21,809.93 3.86	21,813.79
				FUND TOTAL	21,813.79	21,813.79

05/20/2022 14:30  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		806.66
401	WATER OPERATING FUND		113.63
402	SEWER OPERATING FUND		4,817.01
403	STORM & SURFACE WATER FUND		16,067.11
407	BUILDING & DEVELOPMENT FUND		5.52
631	CLEARING FUND		
		21,809.93	
	TOTAL	21,809.93	21,809.93

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P 1  
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CASH ACCOUNT: 635	111100	CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
945	05/25/2022	MANL	969 DEPARTMENT OF LICENS	255730	MAY22 FA	05/25/2022		FAMAY22	384.00
	Invoice: MAY22 FA					MAY 2022 CPL			
				384.00	41654860 586000	GUN PERMIT OUT			
						CHECK		945 TOTAL:	384.00
						NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	384.00
						COUNT		AMOUNT	
						TOTAL MANUAL CHECKS	1	384.00	
								*** GRAND TOTAL ***	384.00

05/25/2022 09:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: jkines

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 5 281									
APP 650-213000	05/25/2022	FAMAY22	052522			ACCOUNTS PAYABLE		384.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	05/25/2022	FAMAY22	052522			CASH			384.00
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								384.00	384.00
APP 631-130000	05/25/2022	FAMAY22	052522			DUE TO/FROM CLEARING		384.00	
APP 650-130000	05/25/2022	FAMAY22	052522			DUE TO/FROM CLEARING			384.00
SYSTEM GENERATED ENTRIES TOTAL								384.00	384.00
JOURNAL 2022/05/281 TOTAL								768.00	768.00

05/25/2022 09:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND 631-130000 635-111100	2022 5	281	05/25/2022	DUE TO/FROM CLEARING CASH	384.00	384.00
				FUND TOTAL	384.00	384.00
650 AGENCY FUND 650-130000 650-213000	2022 5	281	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	384.00	384.00
				FUND TOTAL	384.00	384.00

05/25/2022 09:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
631 CLEARING FUND	384.00	
650 AGENCY FUND		384.00
TOTAL	384.00	384.00

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05/25/2022 09:58  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
946	05/26/2022	EFT 9249 911 SUPPLY INC	255697	INV-2-18762	05/20/2022		M052422	104.58
		Invoice: INV-2-18762	104.58	53011212 520000	POL/UNIFORMS/MILLER	POLICE - C/E PATROL BENEFITS		
		Invoice: INV-2-18763	255699	INV-2-18763	05/20/2022		M052422	103.99
			103.99	53011212 531100	POL/EQUIPMENT/LASNIER	PD-C/E-PATROL SUPPLIES		
					CHECK	946 TOTAL:		208.57
947	05/26/2022	EFT 518 CRIMINAL JUSTICE TRA	255708	201136229	05/06/2022		M052422	4,431.00
		Invoice: 201136229	4,431.00	53011212 443410	POL/BLEA 832/LASNIER	POLICE - C/E PATROL TRAINING		
					CHECK	947 TOTAL:		4,431.00
948	05/26/2022	EFT 6363 LN CURTIS & SONS	255701	INV595001	05/11/2022		M052422	190.13
		Invoice: INV595001	190.13	53011212 531100	POL/CAPS X10	PD-C/E-PATROL SUPPLIES		
		Invoice: INV595912	255702	INV595912	05/13/2022		M052422	202.61
			202.61	53011212 520000	POL/UNIFORMS/PLUMEAU	POLICE - C/E PATROL BENEFITS		
		Invoice: INV596021	255703	INV596021	05/13/2022		M052422	302.32
			302.32	53011212 520000	POL/UNIFORMS/LEWIS	POLICE - C/E PATROL BENEFITS		
		Invoice: INV596796	255704	INV596796	05/17/2022		M052422	307.38
			307.38	53011212 520000	POL/UNIFORMS/PLUMEAU	POLICE - C/E PATROL BENEFITS		
					CHECK	948 TOTAL:		1,002.44
949	05/26/2022	EFT 1496 KITSAP COUNTY SEWER	255729	KCSD7-COBI-2022-APR	05/09/2022		M052422	22,544.92
		Invoice: KCSD7-COBI-2022-APR	22,544.92	73426356 551000	PW/APRIL 2022 SEWER UTILITY CHARGE	SIS-SD#7 PROCESSING CHGS		
					CHECK	949 TOTAL:		22,544.92
950	05/26/2022	EFT 9323 MURRAYSMITH, INC.	255650	22-3434.00-1	05/18/2022		M052422	16,270.78
		Invoice: 22-3434.00-1	16,270.78	72413434 64110000988	ENG/WINSLOW WATER TANK DESIGN SERV	NEW WATER TANKS-PROF SVCS		
					CHECK	950 TOTAL:		16,270.78

05/25/2022 09:58  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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NUMBER OF CHECKS      5                      \*\*\* CASH ACCOUNT TOTAL \*\*\*                      44,457.71

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL EFT'S	5	44,457.71

\*\*\* GRAND TOTAL \*\*\*                      44,457.71

05/25/2022 09:58  
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A/P CASH DISBURSEMENTS JOURNAL

P 3  
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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	5	283									
APP	001-213000		05/26/2022	M052422	052522			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,642.01	
APP	635-111100		05/26/2022	M052422	052522			CASH AP CASH DISBURSEMENTS JOURNAL			44,457.71
APP	402-213000		05/26/2022	M052422	052522			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		22,544.92	
APP	401-213000		05/26/2022	M052422	052522			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		16,270.78	
GENERAL LEDGER TOTAL										44,457.71	44,457.71
APP	631-130000		05/26/2022	M052422	052522			DUE TO/FROM CLEARING		44,457.71	
APP	001-130000		05/26/2022	M052422	052522			GENERAL - DUE TO/FROM CLEARING			5,642.01
APP	402-130000		05/26/2022	M052422	052522			DUE TO/FROM CLEARING			22,544.92
APP	401-130000		05/26/2022	M052422	052522			DUE TO/FROM CLEARING			16,270.78
SYSTEM GENERATED ENTRIES TOTAL										44,457.71	44,457.71
JOURNAL 2022/05/283 TOTAL										88,915.42	88,915.42

05/25/2022 09:58  
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A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 5	283	05/26/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	5,642.01	5,642.01
				FUND TOTAL	5,642.01	5,642.01
401 WATER OPERATING FUND 401-130000 401-213000	2022 5	283	05/26/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	16,270.78	16,270.78
				FUND TOTAL	16,270.78	16,270.78
402 SEWER OPERATING FUND 402-130000 402-213000	2022 5	283	05/26/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	22,544.92	22,544.92
				FUND TOTAL	22,544.92	22,544.92
631 CLEARING FUND 631-130000 635-111100	2022 5	283	05/26/2022	DUE TO/FROM CLEARING CASH	44,457.71	44,457.71
				FUND TOTAL	44,457.71	44,457.71

05/25/2022 09:58  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		5,642.01
401	WATER OPERATING FUND		16,270.78
402	SEWER OPERATING FUND		22,544.92
631	CLEARING FUND	44,457.71	
	TOTAL	44,457.71	44,457.71

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
951	06/06/2022	EFT	5412 BENEFIT ADMINISTRATI	255760	2205207	05/27/2022		M060322	281.60	
	Invoice: 2205207									
				30.98	21011125 520000					HSA/FSA BENEFITS
				50.69	31011131 520000					COURT - BENEFITS
				45.06	41011141 520000					EX-GF-BEN
				8.45	51011211 520000					FIN - C/E ADMIN BENEFITS
				25.34	61011581 520000					PD-C/E ADMIN-BENEFITS
				30.98	71011321 520000					PCD - C/E ADMIN BENEFITS
				90.10	81011881 520000					PW - C/E BENEFITS
										IT - C/E ADMIN BENEFITS
								CHECK	951 TOTAL:	281.60
952	06/06/2022	EFT	268 HOUSING RESOURCES BO	255767	10592	03/10/2022		M060322	2,900.00	
	Invoice: 10592									
				2,900.00	31180592 54130700297					EX/COBI CERTIFICATIONS X10
										INCOME VERIFICATION BY HRB
				255768	10611	03/21/2022		M060322	870.00	
	Invoice: 10611									
				870.00	31180592 54130700297					EX/COBI CERTIFICATIONS X3
										INCOME VERIFICATION BY HRB
				255769	10752	04/18/2022		M060322	290.00	
	Invoice: 10752									
				290.00	31180592 54130700297					EX/COBI CERTIFICATION MORSS 2022
										INCOME VERIFICATION BY HRB
								CHECK	952 TOTAL:	4,060.00
953	06/06/2022	EFT	1488 SETON CONSTRUCTION I	255764	PAYREQ1-01174	05/26/2022		M060322	31,021.78	
	Invoice: PAYREQ1-01174									
				31,021.78	72431835 54810001174					ENG/SEABORN & KALLGREN RD, SOUNDVI
										2021 ANNUAL DRAIN PRGM-R&M
								CHECK	953 TOTAL:	31,021.78
954	06/06/2022	EFT	9295 TOOLE DESIGN GROUP,	255765	0SEA70178_05	05/24/2022		M060322	18,264.12	
	Invoice: 0SEA70178_05									
				18,264.12	72334561 64110001088					ENG/CORRIDOR IMPRVMENTS DESIGN & FI
										MAD AVE SIDEWALK IMPR-PROF SVC
								CHECK	954 TOTAL:	18,264.12

06/03/2022 11:50  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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NUMBER OF CHECKS      4                      \*\*\* CASH ACCOUNT TOTAL \*\*\*                      53,627.50

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL EFT'S	4	53,627.50

\*\*\* GRAND TOTAL \*\*\*                      53,627.50

06/03/2022 11:50  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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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	6	19									
APP	001-213000		06/06/2022	M060322	060322			GENERAL - ACCOUNTS PAYABLE		281.60	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		06/06/2022	M060322	060322			CASH			53,627.50
								AP CASH DISBURSEMENTS JOURNAL			
APP	108-213000		06/06/2022	M060322	060322			AFFORD HSG - ACCOUNTS PAYABLE		4,060.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		06/06/2022	M060322	060322			ACCOUNTS PAYABLE		31,021.78	
								AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000		06/06/2022	M060322	060322			ACCOUNTS PAYABLE		18,264.12	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										53,627.50	53,627.50
APP	631-130000		06/06/2022	M060322	060322			DUE TO/FROM CLEARING		53,627.50	
APP	001-130000		06/06/2022	M060322	060322			GENERAL - DUE TO/FROM CLEARING			281.60
APP	108-130000		06/06/2022	M060322	060322			AFFORD HSG DUE TO/FROM CLEAR'G			4,060.00
APP	403-130000		06/06/2022	M060322	060322			DUE TO/FROM CLEARING			31,021.78
APP	301-130000		06/06/2022	M060322	060322			DUE TO/FROM CLEARING			18,264.12
SYSTEM GENERATED ENTRIES TOTAL										53,627.50	53,627.50
JOURNAL 2022/06/19 TOTAL										107,255.00	107,255.00

06/03/2022 11:50  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	19	06/06/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	281.60	281.60
				FUND TOTAL	281.60	281.60
108 AFFORDABLE HOUSING FUND 108-130000 108-213000	2022 6	19	06/06/2022	AFFORD HSG DUE TO/FROM CLEAR'G AFFORD HSG - ACCOUNTS PAYABLE	4,060.00	4,060.00
				FUND TOTAL	4,060.00	4,060.00
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 6	19	06/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	18,264.12	18,264.12
				FUND TOTAL	18,264.12	18,264.12
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 6	19	06/06/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	31,021.78	31,021.78
				FUND TOTAL	31,021.78	31,021.78
631 CLEARING FUND 631-130000 635-111100	2022 6	19	06/06/2022	DUE TO/FROM CLEARING CASH	53,627.50	53,627.50
				FUND TOTAL	53,627.50	53,627.50

06/03/2022 11:50  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		281.60
108	AFFORDABLE HOUSING FUND		4,060.00
301	CAPITAL CONSTRUCTION FUND		18,264.12
403	STORM & SURFACE WATER FUND		31,021.78
631	CLEARING FUND		
		53,627.50	
	TOTAL	53,627.50	53,627.50

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06/07/2022 11:24  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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JOURNAL ENTRIES TO BE CREATED

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YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	6	31	APP	401-213000	06/08/2022	M060722	060722			ACCOUNTS PAYABLE		3,631.50	
										AP CASH DISBURSEMENTS JOURNAL			
			APP	635-111100	06/08/2022	M060722	060722			CASH			22,459.30
										AP CASH DISBURSEMENTS JOURNAL			
			APP	001-213000	06/08/2022	M060722	060722			GENERAL - ACCOUNTS PAYABLE		8,630.79	
										AP CASH DISBURSEMENTS JOURNAL			
			APP	407-213000	06/08/2022	M060722	060722			ACCOUNTS PAYABLE		10,197.01	
										AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL											22,459.30	22,459.30	
			APP	631-130000	06/08/2022	M060722	060722			DUE TO/FROM CLEARING		22,459.30	
			APP	401-130000	06/08/2022	M060722	060722			DUE TO/FROM CLEARING			3,631.50
			APP	001-130000	06/08/2022	M060722	060722			GENERAL - DUE TO/FROM CLEARING			8,630.79
			APP	407-130000	06/08/2022	M060722	060722			DUE TO/FROM CLEARING			10,197.01
SYSTEM GENERATED ENTRIES TOTAL											22,459.30	22,459.30	
JOURNAL 2022/06/31 TOTAL											44,918.60	44,918.60	

06/07/2022 11:24  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	31	06/08/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	8,630.79	8,630.79
				FUND TOTAL	8,630.79	8,630.79
401 WATER OPERATING FUND 401-130000 401-213000	2022 6	31	06/08/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,631.50	3,631.50
				FUND TOTAL	3,631.50	3,631.50
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 6	31	06/08/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	10,197.01	10,197.01
				FUND TOTAL	10,197.01	10,197.01
631 CLEARING FUND 631-130000 635-111100	2022 6	31	06/08/2022	DUE TO/FROM CLEARING CASH	22,459.30	22,459.30
				FUND TOTAL	22,459.30	22,459.30

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		8,630.79
401 WATER OPERATING FUND		3,631.50
407 BUILDING & DEVELOPMENT FUND		10,197.01
631 CLEARING FUND	22,459.30	
	TOTAL	
	22,459.30	22,459.30

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06/08/2022 10:49  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635      111100      CASH  
CHECK NO    CHK DATE    TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
<b>INVOICE DTL DESC</b>									
958	06/01/2022	MANL	8330 US BANK	255910	1974245	04/11/2022		ACH-0622	15,675.00
	Invoice: 1974245			15,675.00	91422923 783000	BAILTGOREF21 DEBT SVC INT ONLY 2021 REFI-INTERST PYMT			
	Invoice: 1974613			23,900.00	91247289 783000	04/11/2022		ACH-0622	23,900.00
	Invoice: 1975243			325,000.00	91249176 771000	BAILTGOREF13 DEBT SVC INT ONLY 2013 REFI-INTEREST			
	Invoice: 1975243			43,500.00	91249276 783000	04/11/2022		ACH-0622	368,500.00
	Invoice: 1975255			126,300.00	91248221 78300000724	BAILTGOREF19 DEBT SVC P&I 2019 REF BONDS-PRINCIPAL 2019 REF BONDS-INTEREST			
	Invoice: 1975255			126,300.00	91248221 78300000724	04/11/2022		ACH-0622	126,300.00
								CHECK 958 TOTAL:	534,375.00
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			534,375.00
						COUNT	AMOUNT		
				TOTAL MANUAL CHECKS		1	534,375.00		
								*** GRAND TOTAL ***	534,375.00

06/08/2022 10:49  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022 6 67									
APP 402-213000	06/01/2022	ACH-0622	060822			ACCOUNTS PAYABLE		15,675.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	06/01/2022	ACH-0622	060822			CASH			534,375.00
						AP CASH DISBURSEMENTS JOURNAL			
APP 201-213000	06/01/2022	ACH-0622	060822			ACCOUNTS PAYABLE		518,700.00	
						AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								534,375.00	534,375.00
APP 631-130000	06/01/2022	ACH-0622	060822			DUE TO/FROM CLEARING		534,375.00	
APP 402-130000	06/01/2022	ACH-0622	060822			DUE TO/FROM CLEARING			15,675.00
APP 201-130000	06/01/2022	ACH-0622	060822			DUE TO/FROM CLEARING			518,700.00
SYSTEM GENERATED ENTRIES TOTAL								534,375.00	534,375.00
JOURNAL 2022/06/67 TOTAL								1,068,750.00	1,068,750.00

06/08/2022 10:49  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
201 GO BOND FUND 201-130000 201-213000	2022 6	67	06/01/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	518,700.00	518,700.00
				FUND TOTAL	518,700.00	518,700.00
402 SEWER OPERATING FUND 402-130000 402-213000	2022 6	67	06/01/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	15,675.00	15,675.00
				FUND TOTAL	15,675.00	15,675.00
631 CLEARING FUND 631-130000 635-111100	2022 6	67	06/01/2022	DUE TO/FROM CLEARING CASH	534,375.00	534,375.00
				FUND TOTAL	534,375.00	534,375.00

06/08/2022 10:49  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201	GO BOND FUND		518,700.00
402	SEWER OPERATING FUND		15,675.00
631	CLEARING FUND	534,375.00	
		534,375.00	534,375.00
TOTAL		534,375.00	534,375.00

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06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635		111100	CASH						NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL	DESC		
959	06/15/2022	EFT	5 ACE HARDWARE	255680	509251	05/13/2022		06/12/22	55.64
	Invoice: 509251			55.64	73435838 531100	PW/PLASTIC PAIL, COMPACTOR BAGS, DUCT TAPE O&M-DECANT-SUPPLIES			
	Invoice: 509431			255681	509431	05/16/2022		06/12/22	28.37
	Invoice: 509491			255682	509491	05/17/2022		06/12/22	82.87
	Invoice: 509721			255683	509721	05/19/2022		06/12/22	48.03
	Invoice: 509741			255684	509741	05/19/2022		06/12/22	8.73
	Invoice: 509941			255770	509941	05/23/2022		06/12/22	10.91
	Invoice: 510011			255880	510011	05/24/2022		06/12/22	29.47
	Invoice: 510281			255881	510281	05/27/2022		06/12/22	43.64
	Invoice: 510291			255882	510291	05/27/2022		06/12/22	9.11
	Invoice: 510391			255883	510391	05/31/2022		06/12/22	16.37
	Invoice: 510521			255884	510521	06/01/2022		06/12/22	19.11
	Invoice: 510591			255885	510591	06/01/2022		06/12/22	61.08
	Invoice: 510631			255897	510631	06/02/2022		06/12/22	39.29

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
								CHECK	959 TOTAL:	452.62
960	06/15/2022	EFT	7726 AIR MANAGEMENT SOLUT	255731	0001137920	05/20/2022		06/12/22		633.36
			Invoice: 0001137920					PW/MAJOR HVAC MAINTENANCE NE VALLEY RD		
				633.36	73011255 54810000707			COURT HVAC-REPAIRS		
								CHECK	960 TOTAL:	633.36
961	06/15/2022	EFT	8991 ALLIANCE 2020, INC	255782	5837812	05/31/2022		06/12/22		523.19
			Invoice: 5837812					HR/BACKGROUND CHECKS		
				523.19	33011161 541100			HR-C/E-PROF SVCS		
								CHECK	961 TOTAL:	523.19
962	06/15/2022	EFT	1258 ALPINE PRODUCTS INC	255774	TM-209045	05/20/2022		06/12/22		828.22
			Invoice: TM-209045					PW/YELLOW TRAFFIC PAINT, 5 GAL PAIL		
				828.22	73111264 53110000908			2018 PAVEMENT MARKINGS-SUPPLY		
								CHECK	962 TOTAL:	828.22
963	06/15/2022	EFT	7821 ARAMARK	255776	512000309045	05/05/2022		06/12/22		80.63
			Invoice: 512000309045					PW/COAT LAB SPUN, COVR FR		
				80.63	73638893 589310			LAUNDRY SERVICES		
			Invoice: 512000313345					PW/COAT LAB SPUN, COVR FR		
				255777	512000313345	05/12/2022		06/12/22		80.63
				80.63	73638893 589310			LAUNDRY SERVICES		
								CHECK	963 TOTAL:	161.26
964	06/15/2022	EFT	2138 ASPECT CONSULTING LL	255779	46093	05/18/2022		06/12/22		3,716.37
			Invoice: 46093					PW/PROF SVCS FOR WELL DEVELOPMENT		
				3,716.37	73414434 64110001096			PRIT PARK WELL DEV/REHAB-PR SV		
			Invoice: 46094					PW/WATER RIGHTS STUDY		
				255781	46094	05/18/2022		06/12/22		500.50
				500.50	73411345 54110000868			WATER RIGHTS-PROF SVCS		
								CHECK	964 TOTAL:	4,216.87
965	06/15/2022	EFT	6492 ASSOCIATED EARTH SCI	255842	058463	05/31/2022		06/12/22		142.50
			Invoice: 058463					ENG/BLD23328 LOPEZ GARAGE GEOTECH SRVCS		
				142.50	72655860 58600000370			GEO TECCH-3RD PARTY REVIEWS		

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
						CHECK	965 TOTAL:	142.50
966	06/15/2022 EFT	4365 AUTOMATIC FUNDS TRAN	255859	123991	05/09/2022		06/12/22	10.89
	Invoice: 123991				FIN/FINAL BILL PRINT AND MAIL			
				2.00 43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				2.00 43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				3.45 91411891 542500	GG-WTR-FAC-POSTAGE			
				3.44 91421891 542500	GG-SWR-FAC-POSTAGE			
	Invoice: BAIN2205028			255861 BAIN2205028	05/31/2022		06/12/22	257.00
				150.00 41011141 541100	FIN/B&O MAY 2022			
				107.00 41011141 542500	FIN - C/E ADMIN PROF SERVICES			
					FIN-C/E-ADM-POSTAGE/SHIPPING			
					CHECK		966 TOTAL:	267.89
967	06/15/2022 EFT	55 SOUND PUBLISHING, IN	255807	BIR954507	05/20/2022		06/12/22	52.42
	Invoice: BIR954507			52.42 11011113 544000	CC/ORDINANCE NO. 2022-08			
					COUNCIL - LEGAL NOTICES			
	Invoice: BIR955031			255887 BIR955031	05/27/2022		06/12/22	46.75
				46.75 73426355 54400001042	PW/CONTRACT COMPLETION NOTICE PRJ 01042			
					GRINDER PUMP REPL-ADV			
					CHECK		967 TOTAL:	99.17
968	06/15/2022 EFT	45 BAINBRIDGE ISLAND CH	255785	17086	05/19/2022		06/12/22	9,492.15
	Invoice: 17086			9,492.15 91140573 541100	2022 LTAC CONTRACT			
					GG-TOUR-PROF SERVICES			
					CHECK		968 TOTAL:	9,492.15
969	06/15/2022 EFT	50 BAINBRIDGE ISLAND EL	255687	20220045	05/20/2022		06/12/22	1,173.90
	Invoice: 20220045			1,173.90 73425358 548100	PW/TROUBLESHOOT HOA SWITCH ON UV			
					O&M-WWTP-REPAIRS			
	Invoice: 20220046			255688 20220046	05/20/2022		06/12/22	195.97
				195.97 73426355 548100	PW/REPLACED DEFECTIVE LAMPS LYNWOOD PUMP STATION			
					O&M-SIS-REPAIRS			
					CHECK		969 TOTAL:	1,369.87
970	06/15/2022 EFT	971 BAINBRIDGE ISLAND HI	255786	1001	05/11/2022		06/12/22	15,000.00
	Invoice: 1001			15,000.00 31011732 54110000297	EX/2022-23 CULTURAL FUNDING CONTR			
					EX-GF-CULTURAL ARTS & SCIENCES			
				255789 1002	05/11/2022		06/12/22	25,000.00

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
Invoice: 1002				25,000.00	91140573 541100	2022	LTAC CONTRACT GG-TOUR-PROF SERVICES			
							CHECK	970 TOTAL:	40,000.00	
971	06/15/2022	EFT	1341 BLUE SKY PRINTING	255792	9063	05/26/2022		06/12/22	101.82	
Invoice: 9063				101.82	51011211 531100	POL/RECRUITING POSTCARDS PD-C/E-ADM-SUPPLIES				
				255862	9132	06/02/2022		06/12/22	45.56	
Invoice: 9132				45.56	53011212 531100	POL/BUSINESS CARDS/NORTON PD-C/E-PATROL SUPPLIES				
							CHECK	971 TOTAL:	147.38	
972	06/15/2022	EFT	4901 BRABER EQUIPMENT	255888	3001010	05/26/2022		06/12/22	17.16	
Invoice: 3001010				8.58	73111423 531100	PW/PIN, ROLL 5X45 OFFICE SUPPLIES				
				8.58	73111427 531100	OFFICE SUPPLIES				
							CHECK	972 TOTAL:	17.16	
973	06/15/2022	EFT	8595 BRUCE TITUS FORD, IN	255793	671224731	05/23/2022		06/12/22	2,111.29	
Invoice: 671224731				2,111.29	73431835 548100	PW/2015 FORD SUPER DUTY FLUID LEAK REPAIRS & MAINTENANCE				
							CHECK	973 TOTAL:	2,111.29	
974	06/15/2022	EFT	8256 BT MOBULL TIRE	255794	9101	05/10/2022		06/12/22	265.36	
Invoice: 9101				265.36	73637941 548100	PW/DEMOUNT, MOUNT, SWITCH FRONT AXLE VACTOR R&M-REPAIRS				
							CHECK	974 TOTAL:	265.36	
975	06/15/2022	EFT	8435 COATES DESIGN INC	255799	125172	05/24/2022		06/12/22	36,963.25	
Invoice: 125172				36,963.25	72311942 64110000724	POLICE AND COURT FACILITY - BI PD/COURT BLDG-PROF SVCS/DESIGN				
							CHECK	975 TOTAL:	36,963.25	
976	06/15/2022	EFT	142 COPIERS NORTHWEST IN	255671	INV2473118	05/20/2022		06/12/22	791.78	
Invoice: INV2473118				395.89	31011131 545000	EX,FIN/COPIER LEASE				
				395.89	41011141 545000	EX-GF-RENTS & LEASES FIN - C/E ADMIN RENTS & LEASES				

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
								CHECK	976 TOTAL:	791.78
977	06/15/2022	EFT	6101 E & S BRYAN INC	255801	3227	05/31/2022		06/12/22		165.00
			Invoice: 3227							
				165.00	41011141 541100			FIN/INVENTORY AUDIT REPORT MODS		
								FIN - C/E ADMIN PROF SERVICES		
								CHECK	977 TOTAL:	165.00
978	06/15/2022	EFT	6363 LN CURTIS & SONS	255802	INV600363	05/27/2022		06/12/22		50.07
			Invoice: INV600363							
				50.07	53011212 52000000499			POL/VEST PATCHES/PLUMEUA		
								BVP-BULLETPROOF VESTS-PURCHASE		
			Invoice: INV600368							
				255803	INV600368	05/27/2022		06/12/22		166.97
				166.97	53011212 520000			POL/UNIFORMS/BURNHAM		
								POLICE - C/E PATROL BENEFITS		
			Invoice: INV598422							
				255864	INV598422	05/20/2022		06/12/22		197.91
				197.91	53011212 520000			POL/UNIFORMS/NORTON		
								POLICE - C/E PATROL BENEFITS		
			Invoice: INV600356							
				255865	INV600356	05/27/2022		06/12/22		1,053.38
				1,053.38	53011212 520000			POL/UNIFORMS/PLUMEAU		
								POLICE - C/E PATROL BENEFITS		
								CHECK	978 TOTAL:	1,468.33
979	06/15/2022	EFT	7016 CUSTOM PRINTING	255690	10082	04/29/2022		06/12/22		69.28
			Invoice: 10082							
				69.28	73637891 531100			PW/JOHN INCH BUSINESS CARDS		
								OFFICE SUPPLIES		
								CHECK	979 TOTAL:	69.28
980	06/15/2022	EFT	672 DSC INC	255816	102251	05/25/2022		06/12/22		81.91
			Invoice: 102251							
				40.95	73111944 66400000976			PW/5600 SERIES CAPS, PLUGS		
				40.96	73434438 66400000976			2019 DUMP TRUCK-EQ REPLACEMENT		
								2019 DUMP TRUCK-EQ REPLACEMENT		
								CHECK	980 TOTAL:	81.91
981	06/15/2022	EFT	8975 ECONORTHWEST	255806	25536	04/30/2022		06/12/22		1,667.50
			Invoice: 25536							
				1,667.50	64011586 54110001186			PCD/PROFESSIONAL SERVICES APR 2022		
								HOUSING ACTION PLAN-PROF SVCS		
								CHECK	981 TOTAL:	1,667.50

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
apcshdsb

CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN			NET
INVOICE DTL DESC											
982	06/15/2022	EFT	8996 EDINGER ASSOCIATES P	255709	8105	05/06/2022		06/12/22			225.00
	Invoice: 8105								LEGAL/PROFESSIONAL SERVICES APR 2022		
				225.00	32011152	54111100955			LIT-CHALLENGE TO RADIO STATION		
									CHECK	982 TOTAL:	225.00
983	06/15/2022	EFT	5781 EXTERMINATION SERVIC	255810	41571	05/23/2022		06/12/22			92.82
	Invoice: 41571								PW/HA'S IN POLICE CAR SERVICE CALL		
				92.82	73011151	548100			O&M-C/E-PD FLEET-REPAIRS		
									CHECK	983 TOTAL:	92.82
984	06/15/2022	EFT	705 FCS GROUP	255811	3552-22205057	05/20/2022		06/12/22			6,637.50
	Invoice: 3552-22205057								ENG/WATER AND SEWER UTILITY RATE S		
				3,318.75	72411342	54110000923			WATER RATE STUDY-PROF SVCS		
				3,318.75	72421352	54110000923			SEWER RATE STUDY-PROF SVCS		
									CHECK	984 TOTAL:	6,637.50
985	06/15/2022	EFT	1517 GUARDIAN SECURITY SY	255866	1250785	06/01/2022		06/12/22			291.89
	Invoice: 1250785								POL/ALARM MONITORING		
				291.89	51011215	541100			POLICE - C/E FACIL PROF SVCS		
									CHECK	985 TOTAL:	291.89
986	06/15/2022	EFT	252 H.D. FOWLER COMPANY	255696	16097020	05/18/2022		06/12/22			74.46
	Invoice: 16097020								PW/BLACK BOLT & NUT KIT, RING GASKETS		
				74.46	73638935	531100			O&M-STD ALLOCATION-SUPPLIES		
									CHECK	986 TOTAL:	74.46
987	06/15/2022	EFT	4161 HERRERA ENVIRONMENTA	255733	51077	05/23/2022		06/12/22			1,068.12
	Invoice: 51077								PW/PREPARE SCOPE OF SERVICES AND		
				1,068.12	72431832	54110001129			MANZANITA WATERSHED STUDY-P SV		
									CHECK	987 TOTAL:	1,068.12
988	06/15/2022	EFT	1971 KELLEY CONNECT	255645	31623032	05/11/2022		06/12/22			19.84
	Invoice: 31623032								CRT/COPIER LEASE		
				19.84	21011125	545000			COURT - RENTS & LEASES - OPER		
				255672	31623029				05/11/2022		337.74
	Invoice: 31623029								PCD/COPIER LEASE		
				337.74	61470581	545000			PCD - DEV ADMIN RENTS & LEASES		

06/08/2022 15:00  
jkin

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
Invoice: 31623031			255674	31623031	05/11/2022		06/12/22	389.96
			389.96	61470581 545000	PCD/COPIER LEASE			
					PCD - DEV ADMIN RENTS & LEASES			
					CHECK		988 TOTAL:	747.54
989 06/15/2022 EFT		309 KITSAP TIRE CENTER I	255822	INV056528	05/02/2022		06/12/22	1,311.51
Invoice: INV056528			1,311.51	73431835 548100	PW/GOODYEAR WRANGLER ALL TERRAIN X6			
					REPAIRS & MAINTENANCE			
Invoice: INV056946			255823	INV056946	05/25/2022		06/12/22	8.74
			8.74	73011151 531100	PW/SCRAP TIRE DISPOSAL X4			
					O&M-C/E-PD FLEET-SUPPLIES			
					CHECK		989 TOTAL:	1,320.25
990 06/15/2022 EFT		1851 KRAZAN & ASSOCIATES	255826	J603165-5873	03/31/2022		06/12/22	9,934.00
Invoice: J603165-5873			9,934.00	72321953 64110000712	ENG/GEOTECHNICAL ENGINEERING SERVICES			
					COUNTRY CLUB RD-DESIGN			
					CHECK		990 TOTAL:	9,934.00
991 06/15/2022 EFT		9943 THE NEXT DAY DRY CLE	255876	05/13/2022	05/13/2022		06/12/22	84.88
Invoice: 05/13/2022			68.57	51011211 520000	POL/LAUNDRY SERVICE			
			16.31	53011212 520000	PD-C/E ADMIN-BENEFITS			
					POLICE - C/E PATROL BENEFITS			
					CHECK		991 TOTAL:	84.88
992 06/15/2022 EFT		2430 OGDEN MURPHY WALLACE	255828	862584	05/20/2022		06/12/22	26,377.80
Invoice: 862584			1,071.00	32470152 54111101171	LEGAL/PROFESSIONAL SERVICES APRIL 2022			
			346.50	32011152 54111101156	LIT-CLARK (FED. CT.)			
			94.50	32470152 541111401056	LIT-NEAL PRA SUIT			
			1,480.50	32470152 54111101204	HEX-WINSLOW HOTEL(OMW)			
			1,071.00	32471152 54111401217	VIRGINIA MASON LUPA (SP. CRT.)			
			8,757.00	32011152 54111001020	HEX-GERLACH BLD PRMT (OMW-HEX)			
			73.00	32011152 54111001046	SMALL CELL WIRELESS ORD			
			96.80	32011152 54111001131	LGL-PSE FRANCHISE			
			283.50	32011152 5411110	ETHICS BOARD LEGAL ADVISOR			
			661.50	91011211 5411110	LGL-GF-LEGAL ADVICE			
			11,560.50	32470152 54111100897	GG-C/E-CIVIL SVC-LEGAL ADVICE			
			882.00	32470152 541111401211	PRES RESP SHORE(CT OF APPEALS)			
					JONES EM BULKHEAD (HEX-OMW)			
					CHECK		992 TOTAL:	26,377.80

06/08/2022 15:00  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 8  
apcshdsb

CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
993	06/15/2022	EFT	7925 OMNIPARK, INC	255869	124375	06/01/2022		06/12/22	336.34	
	Invoice: 124375			336.34	51011217 548500	POL/PARKING SYSTEM SUPPORT				
						PD-C/E-PARKING ENF-COMP		SUPPOR		
								CHECK	993 TOTAL:	336.34
994	06/15/2022	EFT	4112 PROTHMAN COMPANY	255738	2022-7853	05/18/2022		06/12/22	9,270.00	
	Invoice: 2022-7853			4,171.50	61011581 510000	PCD/INTERIM PCD DIRECTOR MARK HOFMAN				
				3,708.00	61470581 510000	PCD - C/E ADMIN SALARY				
				1,390.50	61471591 510000	PCD - DEV ADMIN SALARY				
						PCD - BLDG SALARY				
								CHECK	994 TOTAL:	9,270.00
995	06/15/2022	EFT	7435 RANDY KAN PORTABLE R	255892	1944800	05/19/2022		06/12/22	108.00	
	Invoice: 1944800			108.00	73435838 545000	PW/RESTROOMS NE VICNENT RD				
						O&M-DECANT-RENTS				
				255893	1944801	05/19/2022		06/12/22	108.00	
	Invoice: 1944801			108.00	73011897 545000	PW/RESTROOMS HIDDEN COVE RD				
						O&M-C/E-PWYD FAC-RENTS				
								CHECK	995 TOTAL:	216.00
996	06/15/2022	EFT	2409 RIVER OAKS COMMUNICA	255855	05/26/2022	05/26/2022		06/12/22	1,497.25	
	Invoice: 05/26/2022			1,497.25	32011152 54110001082	LEGAL/COMCAST FRANCHISE RENEWAL				
						COMCAST FRANCHISE RENEWAL				
								CHECK	996 TOTAL:	1,497.25
997	06/15/2022	EFT	617 S & B INC	255894	26097A	05/31/2022		06/12/22	1,092.00	
	Invoice: 26097A			1,092.00	73425358 531100	PW/SMART ONLINE TOWER 120V		EXTENDED RUN LCD		
						O&M-WWTP-SUPPLIES				
								CHECK	997 TOTAL:	1,092.00
998	06/15/2022	EFT	5730 SUMMIT LAW GROUP	255744	136986	05/20/2022		06/12/22	210.00	
	Invoice: 136986			210.00	32011152 54111000870	LEGAL/PROFESSIONAL SERVICES		APRIL 2022		
						LGL-HR (NON-BARGAINING)				
				255745	136987	05/20/2022		06/12/22	910.00	
	Invoice: 136987			910.00	32011152 54111000274	LEGAL/PROFESSIONAL SERVICES		APRIL 2022		
						LGL-LABOR NEGOTIATIONS				

06/08/2022 15:00  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 9  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
						CHECK	998 TOTAL:	1,120.00
999	06/15/2022	EFT 6746	SYMBOL ARTS	255746	0431163-IN	05/19/2022	06/12/22	2,149.33
		Invoice: 0431163-IN		2,149.33	31011131 531100	EX/COBI CHALLENGE COINS EX-GF-SUPPLIES		
		Invoice: 0431655-IN		255872	0431655-IN	05/26/2022	06/12/22	2,914.28
				2,914.28	51011211 531100	POL/CHALLENGE COINS X300 PD-C/E-ADM-SUPPLIES		
		Invoice: 0431937-IN		255873	0431937-IN	05/31/2022	06/12/22	136.51
				136.51	52011212 531100	POL/BADGE/HUSKA X2 POLICE - C/E INVEST SUPPLIES		
						CHECK	999 TOTAL:	5,200.12
1000	06/15/2022	EFT 565	TACOMA SCREW PRODUCT	255747	140043550-00	05/18/2022	06/12/22	101.30
		Invoice: 140043550-00		101.30	73638935 531100	PW/HEX FULL NUTS, HEX CAP SCREWS, WASHER O&M-STD ALLOCATION-SUPPLIES		
						CHECK	1000 TOTAL:	101.30
1001	06/15/2022	EFT 565	TACOMA SCREW PRODUCT	255900	140044246-00	05/25/2022	06/12/22	2,108.29
		Invoice: 140044246-00		2,108.29	73637891 531100	PW/COWHIDE DRIVER GLOVES LARGE, X-LARGE OFFICE SUPPLIES		
		Invoice: 140044903-00		255901	140044903-00	06/01/2022	06/12/22	218.98
				218.98	73638935 531100	PW/FLAT WASHERS, TAPPING SCREWS, DRILLING SCREWS O&M-STD ALLOCATION-SUPPLIES		
						CHECK	1001 TOTAL:	2,327.27
1002	06/15/2022	EFT 10013	TOOLIN' AROUND	255854	0516221855	05/16/2022	06/12/22	2,047.50
		Invoice: 0516221855		2,047.50	73638935 531100	PW/TIRE PRESSURE MONITORING SYSTEM O&M-STD ALLOCATION-SUPPLIES		
						CHECK	1002 TOTAL:	2,047.50
1003	06/15/2022	EFT 1152	USA BLUE BOOK	255753	983207	05/18/2022	06/12/22	1,142.63
		Invoice: 983207		1,142.63	73411345 531100	PW/NEMA 100 ZDE-CHLORINATOR OFFICE SUPPLIES		
		Invoice: 992312		255896	992312	05/26/2022	06/12/22	1,019.75
				1,019.75	73425358 531100	PW/PARA BLOCK DEODORANT CHERRY, SEWER SWEETENER O&M-WWTP-SUPPLIES		
				255902	000063	06/03/2022	06/12/22	1,405.98

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 10  
apcshdsb

CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME					
					INVOICE DTL	DESC		
Invoice: 000063				1,405.98	73425358	531100	PW/LEVELRAT SUBMERS. TRANSMITTER O&M-WWTP-SUPPLIES	
							CHECK 1003 TOTAL:	3,568.36
1004	06/15/2022	EFT	553 UTILITIES UNDERGROUN	255903	2050121		05/31/2022 06/12/22 PW/EXCAVATRION NOTIFICATIONS MAY X156	201.24
Invoice: 2050121				201.24	73637893	54110000393	O&M ALLOC-LOCATING SVCS	
							CHECK 1004 TOTAL:	201.24
1005	06/15/2022	EFT	167 WA ST DEPT OF ECOLOG	255840	05/24/2022		05/24/2022 06/12/22 WR1A15-KITSAP JAN-FEB 2022	700.00
Invoice: 05/24/2022				700.00	41609860	586000	HIRST DECISION-DISB TO ST DOE	
							CHECK 1005 TOTAL:	700.00
1006	06/15/2022	EFT	499 WESTBAY AUTO PARTS I	255844	717340		05/12/2022 06/12/22 PW/GLADHAND X2	22.76
Invoice: 717340				22.76	73638935	531100	O&M-STD ALLOCATION-SUPPLIES	
Invoice: 718171				255845	718171		05/17/2022 06/12/22 POL/2020 FORD EXPLORER BATTERY	180.04
				180.04	53011212	531100	PD-C/E-PATROL SUPPLIES	
Invoice: 718325				255846	718325		05/17/2022 06/12/22 PW/CORE DEPOSIT REFUND	-19.66
				-19.66	73638935	531100	O&M-STD ALLOCATION-SUPPLIES	
Invoice: 719097				255847	719097		05/20/2022 06/12/22 PW/NAPAGOLD OIL FILTER, OIL FILTER	15.36
				15.36	990	141100	MERCHANDISE	
Invoice: 719734				255848	719734		05/24/2022 06/12/22 PW/NAPAGOLD OIL FILTER, FUEL FILTER	40.20
				40.20	990	141100	MERCHANDISE	
Invoice: 719735				255849	719735		05/24/2022 06/12/22 PW/NAPA FUEL FILTER	29.36
				29.36	73638935	531100	O&M-STD ALLOCATION-SUPPLIES	
Invoice: 719800				255850	719800		05/24/2022 06/12/22 PW/EXACT FIT BLADE, OIL FILTER, AIR FILTER	101.98
				101.98	990	141100	MERCHANDISE	
Invoice: 720050				255851	720050		05/25/2022 06/12/22 PW/OIL FILTERS	10.24
				10.24	990	141100	MERCHANDISE	

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 11  
apcshdsb

CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN		NET	
						<b>INVOICE DTL DESC</b>					
Invoice: 720265				255852	720265	05/26/2022		06/12/22		39.38	
				39.38	73638935 531100	PW/HYD HOSE FITTINGS					
						O&M-STD ALLOCATION-SUPPLIES					
Invoice: 720266				255853	720266	05/26/2022		06/12/22		45.09	
				45.09	73638935 531100	PW/HYD HOSE FITTINGS					
						O&M-STD ALLOCATION-SUPPLIES					
								CHECK	1006 TOTAL:	464.75	
						NUMBER OF CHECKS	48	*** CASH ACCOUNT TOTAL ***		176,931.73	
								<u>COUNT</u>	<u>AMOUNT</u>		
						TOTAL EFT'S	48		176,931.73		
								*** GRAND TOTAL ***		176,931.73	

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 12  
apcshdsb

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	6	69									
APP	403-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		4,695.52	
APP	635-111100		06/15/2022	06/12/22	060822			CASH AP CASH DISBURSEMENTS JOURNAL			176,931.73
APP	101-213000		06/15/2022	06/12/22	060822			STREETS - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		951.65	
APP	402-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,370.88	
APP	001-213000		06/15/2022	06/12/22	060822			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		44,419.99	
APP	401-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		8,743.71	
APP	631-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		5,364.60	
APP	650-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		842.50	
APP	104-213000		06/15/2022	06/12/22	060822			CIVIC IMPR - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		34,492.15	
APP	301-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		46,897.25	
APP	407-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		21,985.70	
APP	901-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		167.78	
GENERAL LEDGER TOTAL										176,931.73	176,931.73
APP	631-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING		171,567.13	
APP	403-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			4,695.52
APP	101-130000		06/15/2022	06/12/22	060822			STREETS - DUE TO/FROM CLEARING			951.65
APP	402-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			8,370.88
APP	001-130000		06/15/2022	06/12/22	060822			GENERAL - DUE TO/FROM CLEARING			44,419.99
APP	401-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			8,743.71
APP	650-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			842.50
APP	104-130000		06/15/2022	06/12/22	060822			CIVIC IMPR DUE TO/FROM CLEAR'G			34,492.15
APP	301-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			46,897.25
APP	407-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			21,985.70

06/08/2022 15:00  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 13  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	06/15/2022	06/12/22	060822						
APP 901-130000	06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			167.78
SYSTEM GENERATED ENTRIES TOTAL								171,567.13	171,567.13
JOURNAL 2022/06/69						TOTAL		348,498.86	348,498.86

06/08/2022 15:00  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 14  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	69	06/15/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	44,419.99	44,419.99
				FUND TOTAL	44,419.99	44,419.99
101 STREET FUND 101-130000 101-213000	2022 6	69	06/15/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	951.65	951.65
				FUND TOTAL	951.65	951.65
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2022 6	69	06/15/2022	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	34,492.15	34,492.15
				FUND TOTAL	34,492.15	34,492.15
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 6	69	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	46,897.25	46,897.25
				FUND TOTAL	46,897.25	46,897.25
401 WATER OPERATING FUND 401-130000 401-213000	2022 6	69	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,743.71	8,743.71
				FUND TOTAL	8,743.71	8,743.71
402 SEWER OPERATING FUND 402-130000 402-213000	2022 6	69	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	8,370.88	8,370.88
				FUND TOTAL	8,370.88	8,370.88
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 6	69	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	4,695.52	4,695.52
				FUND TOTAL	4,695.52	4,695.52
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 6	69	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	21,985.70	21,985.70
				FUND TOTAL	21,985.70	21,985.70
631 CLEARING FUND	2022 6	69	06/15/2022			

06/08/2022 15:00  
jkines

CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 15  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	171,567.13	
631-213000				ACCOUNTS PAYABLE	5,364.60	
635-111100				CASH		176,931.73
				FUND TOTAL	176,931.73	176,931.73
650 AGENCY FUND	2022 6	69	06/15/2022	DUE TO/FROM CLEARING		842.50
650-130000				ACCOUNTS PAYABLE	842.50	
650-213000						
				FUND TOTAL	842.50	842.50
901 CITY-WIDE REPORTING FUND	2022 6	69	06/15/2022	DUE TO/FROM CLEARING		167.78
901-130000				ACCOUNTS PAYABLE	167.78	
901-213000						
				FUND TOTAL	167.78	167.78

06/08/2022 15:00  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 16  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FROM
001 GENERAL FUND		44,419.99
101 STREET FUND		951.65
104 CIVIC IMPROVEMENT FUND		34,492.15
301 CAPITAL CONSTRUCTION FUND		46,897.25
401 WATER OPERATING FUND		8,743.71
402 SEWER OPERATING FUND		8,370.88
403 STORM & SURFACE WATER FUND		4,695.52
407 BUILDING & DEVELOPMENT FUND		21,985.70
631 CLEARING FUND	171,567.13	
650 AGENCY FUND		842.50
901 CITY-WIDE REPORTING FUND		167.78
	TOTAL	
	171,567.13	171,567.13

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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
				168.06	91415345 542100					GG-WTR ROCKAWAY-PHONES	
				255662	9869MAY22	05/02/2022		M052422	176.46		
Invoice: 9869MAY22				176.46	91415345 542100					ROCKAWAY BEACH PRV TELEMETRY GG-WTR ROCKAWAY-PHONES	
				255663	05/19/2022	05/19/2022		M052422	-576.25		
Invoice: 05/19/2022				-576.25	91415345 542100					ROCKAWAY BEACH PRV TELEMETRY - LATE FEE CREDIT GG-WTR ROCKAWAY-PHONES	
							CHECK	358719 TOTAL:		1,514.68	
358720	05/25/2022	PRTD	9908 CINTAS CORPORATION #	255700	5108361917	05/13/2022		M052422	8.59		
				8.59	51011215 531100					POL/FIRST AID RESTOCK POLICE - C/E FACIL SUPPLIES	
							CHECK	358720 TOTAL:		8.59	
358721	05/25/2022	PRTD	634 CITY OF BAINBRIDGE I	255651	BLD26423	05/17/2022		M052422	272.13		
				68.03	72423434 64980001085					ENG,PW/PERMIT BLD26423 621 WINSLOW WAY W SUNDAY COVE GRAVITY MAIN-PERMI	
				68.03	72423434 64980001086					LOWER LOVELL SLS-PERMITS	
				68.03	71423434 64980000990					WOOD AVE PUMP STA-PERMITS	
				68.04	71423434 64980000989					SUNDAY COVE PUMP-PERMITS	
							CHECK	358721 TOTAL:		272.13	
358722	05/25/2022	PRTD	10009 INSIDE SOURCE WASHIN	255648	50130-2	05/17/2022		M052422	16,698.64		
				16,698.64	72011182 53110001181					ENG/CITY HALL MINOR RETROFIT SUPPLIES CH MINOR RETROFITS-SUPPLIES	
							CHECK	358722 TOTAL:		16,698.64	
358723	05/25/2022	PRTD	338 KITSAP COUNTY SHERIF	255705	20220017	05/18/2022		M052422	2,669.85		
				2,669.85	51011236 551000					POL/PRISONER BOARD/MAR POLICE - C/E PRISONER DETENT'N	
							CHECK	358723 TOTAL:		2,669.85	
358724	05/25/2022	PRTD	8546 KITSAP 911 PUBLIC AU	255706	BIPD2022-06	05/15/2022		M052422	10,737.00		
				7,515.90	53011286 551000					POL/CALL CENTER SERVICES POLICE - C/E PATROL CENCOM	
				3,221.10	52011286 551000					POLICE - C/E - INVEST CENCOM	
							CHECK	358724 TOTAL:		10,737.00	

05/25/2022 09:27  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN			NET
INVOICE DTL DESC											
358725	05/25/2022	PRTD	8286 SUPERINTENDENT OF P	255707	17240	05/13/2022		M052422			226.25
			Invoice: 17240				POL/FINGERPRINTING				
				226.25	41654861 586110	FINGERPRINT DISB TO SPI					
								CHECK	358725	TOTAL:	226.25
358726	05/25/2022	PRTD	1205 PUGET SOUND ENERGY	255677	220001490	05/18/2022		M052422			863.72
			Invoice: 220001490				MAY22 GREEN POWER CONTRACT				
				863.72	91011189 547101	ELECTRIC-GREEN POWER					
								CHECK	358726	TOTAL:	863.72
NUMBER OF CHECKS						9	*** CASH ACCOUNT TOTAL ***			35,898.14	
							COUNT	AMOUNT			
TOTAL PRINTED CHECKS						9	35,898.14				
										*** GRAND TOTAL ***	35,898.14

05/25/2022 09:27  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	5	282									
APP	001-213000		05/25/2022	M052422	052522			GENERAL - ACCOUNTS PAYABLE		33,885.08	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		05/25/2022	M052422	052522			CASH			35,898.14
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		05/25/2022	M052422	052522			ACCOUNTS PAYABLE		1,514.68	
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		05/25/2022	M052422	052522			ACCOUNTS PAYABLE		272.13	
								AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000		05/25/2022	M052422	052522			ACCOUNTS PAYABLE		226.25	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										35,898.14	35,898.14
APP	631-130000		05/25/2022	M052422	052522			DUE TO/FROM CLEARING		35,898.14	
APP	001-130000		05/25/2022	M052422	052522			GENERAL - DUE TO/FROM CLEARING			33,885.08
APP	401-130000		05/25/2022	M052422	052522			DUE TO/FROM CLEARING			1,514.68
APP	402-130000		05/25/2022	M052422	052522			DUE TO/FROM CLEARING			272.13
APP	650-130000		05/25/2022	M052422	052522			DUE TO/FROM CLEARING			226.25
SYSTEM GENERATED ENTRIES TOTAL										35,898.14	35,898.14
JOURNAL 2022/05/282 TOTAL										71,796.28	71,796.28

05/25/2022 09:27  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 5	282	05/25/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	33,885.08	33,885.08
				FUND TOTAL	33,885.08	33,885.08
401 WATER OPERATING FUND 401-130000 401-213000	2022 5	282	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,514.68	1,514.68
				FUND TOTAL	1,514.68	1,514.68
402 SEWER OPERATING FUND 402-130000 402-213000	2022 5	282	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	272.13	272.13
				FUND TOTAL	272.13	272.13
631 CLEARING FUND 631-130000 635-111100	2022 5	282	05/25/2022	DUE TO/FROM CLEARING CASH	35,898.14	35,898.14
				FUND TOTAL	35,898.14	35,898.14
650 AGENCY FUND 650-130000 650-213000	2022 5	282	05/25/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	226.25	226.25
				FUND TOTAL	226.25	226.25

05/25/2022 09:27  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		33,885.08
401	WATER OPERATING FUND		1,514.68
402	SEWER OPERATING FUND		272.13
631	CLEARING FUND	35,898.14	
650	AGENCY FUND		226.25
	TOTAL	35,898.14	35,898.14

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06/03/2022 11:09  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME		INVOICE DTL	DESC		
358727	06/03/2022	PRTD	4473 BAINBRIDGE CINEMAS L	255860	10 22	03/21/2022	M060322	300.00
	Invoice: 10 22					EX/FILM RENTAL SELMA		
				300.00	31011572	54245001064	RETF-COMMUNITY OUTREACH	
						CHECK	358727 TOTAL:	300.00
358728	06/03/2022	PRTD	5623 BHC CONSULTANTS	255759	0015739	04/22/2022	M060322	3,324.51
	Invoice: 0015739					PW/REGULATORY AIR GAP PROJECT (IN		
				3,324.51	73423943	64110001101	WWTP AIRGAP REPL-PROF SVCS	
						CHECK	358728 TOTAL:	3,324.51
358729	06/03/2022	PRTD	551 CENTURYLINK	255761	6124MAY22	05/16/2022	M060322	58.43
	Invoice: 6124MAY22					WEAVER PRV WATER TELEM		
				58.43	91411891	542100	GG-WTR-FAC-PHONE	
						CHECK	358729 TOTAL:	58.43
358730	06/03/2022	PRTD	102 CITY OF BAINBRIDGE I	255762	RETREQ1-01174	05/26/2022	20220001 M060322	1,632.73
	Invoice: RETREQ1-01174					ENG/2021 DRAINAGE RETAINAGE		
				1,632.73	72431835	54810001174	2021 ANNUAL DRAIN PRGM-R&M	
						CHECK	358730 TOTAL:	1,632.73
358731	06/03/2022	PRTD	8646 ISLAND HANDS	255763	2230	05/23/2022	M060322	15,624.31
	Invoice: 2230					PW/2020-2023 JANITORIAL CONTRACT		
				15,389.95	73011183	54110000269	JANITORIAL CONTRACT-PRO SVCS	
				234.36	73425358	54110000269	JANITORIAL CONTRACT-PRO SVCS	
						CHECK	358731 TOTAL:	15,624.31
358732	06/03/2022	PRTD	1485 VERIZON WIRELESS	255805	9905520055	05/01/2022	M060322	78.80
	Invoice: 9905520055					ENG/MODEM FOR AUTOMATED FLOW STATIONS		
				78.80	72637319	54210000809	WATER QUAL FLOW MONIT-MODEM	
						CHECK	358732 TOTAL:	78.80
358733	06/03/2022	PRTD	5271 WASHINGTON WATER SER	255766	4815979187-MAY22	05/19/2022	M060322	165.14
	Invoice: 4815979187-MAY22					DECANT FACILITY WATER		
				165.14	91435838	547500	GG-DECANT-WATER/SEWER	
						CHECK	358733 TOTAL:	165.14

06/03/2022 11:09  
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CITY OF BAINBRIDGE ISLAND  
 A/P CASH DISBURSEMENTS JOURNAL

P 2  
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NUMBER OF CHECKS      7                      \*\*\* CASH ACCOUNT TOTAL \*\*\*                      21,183.92

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	7	21,183.92

\*\*\* GRAND TOTAL \*\*\*                      21,183.92

06/03/2022 11:09  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL  
JOURNAL ENTRIES TO BE CREATED

P 3  
apcshdsb

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	6	18									
APP	001-213000		06/03/2022	M060322	060322			GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		15,689.95	
APP	635-111100		06/03/2022	M060322	060322			CASH AP CASH DISBURSEMENTS JOURNAL			21,183.92
APP	402-213000		06/03/2022	M060322	060322			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		3,558.87	
APP	401-213000		06/03/2022	M060322	060322			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		58.43	
APP	403-213000		06/03/2022	M060322	060322			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		1,797.87	
APP	631-213000		06/03/2022	M060322	060322			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		78.80	
GENERAL LEDGER TOTAL										21,183.92	21,183.92
APP	631-130000		06/03/2022	M060322	060322			DUE TO/FROM CLEARING		21,105.12	
APP	001-130000		06/03/2022	M060322	060322			GENERAL - DUE TO/FROM CLEARING			15,689.95
APP	402-130000		06/03/2022	M060322	060322			DUE TO/FROM CLEARING			3,558.87
APP	401-130000		06/03/2022	M060322	060322			DUE TO/FROM CLEARING			58.43
APP	403-130000		06/03/2022	M060322	060322			DUE TO/FROM CLEARING			1,797.87
SYSTEM GENERATED ENTRIES TOTAL										21,105.12	21,105.12
JOURNAL 2022/06/18 TOTAL										42,289.04	42,289.04

06/03/2022 11:09  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	18	06/03/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	15,689.95	15,689.95
				FUND TOTAL	15,689.95	15,689.95
401 WATER OPERATING FUND 401-130000 401-213000	2022 6	18	06/03/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	58.43	58.43
				FUND TOTAL	58.43	58.43
402 SEWER OPERATING FUND 402-130000 402-213000	2022 6	18	06/03/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	3,558.87	3,558.87
				FUND TOTAL	3,558.87	3,558.87
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 6	18	06/03/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,797.87	1,797.87
				FUND TOTAL	1,797.87	1,797.87
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 6	18	06/03/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	21,105.12 78.80	21,183.92
				FUND TOTAL	21,183.92	21,183.92

06/03/2022 11:09  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		15,689.95
401	WATER OPERATING FUND		58.43
402	SEWER OPERATING FUND		3,558.87
403	STORM & SURFACE WATER FUND		1,797.87
631	CLEARING FUND	21,105.12	
	TOTAL	21,105.12	21,105.12

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06/07/2022 11:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	6	30									
APP	001-213000		06/07/2022	M060722	060722			GENERAL - ACCOUNTS PAYABLE		660.33	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		06/07/2022	M060722	060722			CASH			3,140.68
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		06/07/2022	M060722	060722			ACCOUNTS PAYABLE		1,615.22	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		06/07/2022	M060722	060722			ACCOUNTS PAYABLE		865.13	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		3,140.68	3,140.68
APP	631-130000		06/07/2022	M060722	060722			DUE TO/FROM CLEARING		3,140.68	
APP	001-130000		06/07/2022	M060722	060722			GENERAL - DUE TO/FROM CLEARING			660.33
APP	402-130000		06/07/2022	M060722	060722			DUE TO/FROM CLEARING			1,615.22
APP	401-130000		06/07/2022	M060722	060722			DUE TO/FROM CLEARING			865.13
								SYSTEM GENERATED ENTRIES TOTAL		3,140.68	3,140.68
								JOURNAL 2022/06/30 TOTAL		6,281.36	6,281.36

06/07/2022 11:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	30	06/07/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	660.33	660.33
				FUND TOTAL	660.33	660.33
401 WATER OPERATING FUND 401-130000 401-213000	2022 6	30	06/07/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	865.13	865.13
				FUND TOTAL	865.13	865.13
402 SEWER OPERATING FUND 402-130000 402-213000	2022 6	30	06/07/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	1,615.22	1,615.22
				FUND TOTAL	1,615.22	1,615.22
631 CLEARING FUND 631-130000 635-111100	2022 6	30	06/07/2022	DUE TO/FROM CLEARING CASH	3,140.68	3,140.68
				FUND TOTAL	3,140.68	3,140.68

06/07/2022 11:11  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		660.33
401	WATER OPERATING FUND		865.13
402	SEWER OPERATING FUND		1,615.22
631	CLEARING FUND		
		3,140.68	
	TOTAL	3,140.68	3,140.68

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06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 1  
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CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
						INVOICE DTL	DESC			
358737	06/15/2022	PRTD	10028 1PASSWORD	255771	INV_CAN6847	05/30/2022		06/12/22	8,637.83	
	Invoice: INV_CAN6847			8,637.83	81011881 535100	IT/PASSWORD SOFTWARE FOR STAFF IT - C/E COMPUTER SOFTWARE				
						CHECK	358737	TOTAL:	8,637.83	
358738	06/15/2022	PRTD	9597 AIRGAS USA, LLC	255772	9125984780	05/18/2022		06/12/22	184.01	
	Invoice: 9125984780			184.01	73637891 531100	PW/GLV GP NAT RBBR PLN DPD LG GRY/BLU OFFICE SUPPLIES				
	Invoice: 9125984781			682.98	73637891 531100	PW/GLV GP NAT RBBR, THRMA FIT RBBR OFFICE SUPPLIES				
				682.98		CHECK	358738	TOTAL:	866.99	
358739	06/15/2022	PRTD	7994 PENINSULA SERVICES	255643	99179	04/30/2022		06/12/22	40.00	
	Invoice: 99179			40.00	21011125 541100	CRT/SHREDDING SERVICES COURT - PROFESSIONAL SERVICES				
						CHECK	358739	TOTAL:	40.00	
358740	06/15/2022	PRTD	8672 ALLSTREAM	255886	18463839	06/01/2022		06/12/22	808.16	
	Invoice: 18463839			808.16	71637891 542100	FIN/CITY WIDE PHONE SERVICES PW - ALLOC COMMUNICATION				
						CHECK	358740	TOTAL:	808.16	
358741	06/15/2022	PRTD	4861 AXON ENTERPRISE, INC	255783	INUS075133	05/24/2022		06/12/22	11,150.03	
	Invoice: INUS075133			11,150.03	53011212 531100	POL/TASERS, CARTRIDGES X5 PD-C/E-PATROL SUPPLIES				
						CHECK	358741	TOTAL:	11,150.03	
358742	06/15/2022	PRTD	47 BAINBRIDGE DISPOSAL	255686	344564	05/05/2022		06/12/22	65.00	
	Invoice: 344564			65.00	91111427 547900	TICKET 344564 5/5/22 PICKUP ABANDONED ITEMS GG-STREET-ROADSIDE-GARBAGE				
						CHECK	358742	TOTAL:	65.00	
358743	06/15/2022	PRTD	3390 BAINBRIDGE SELF STOR	255808	5881	05/30/2022		06/12/22	1,181.00	
	Invoice: 5881			1,181.00	36011143 541100	EXCC/STORAGE FEE 6/14/22-7/13/22 CLERK-C/E-PROF SVCS				

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 2  
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CASH ACCOUNT: 635	111100	CASH	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE VENDOR NAME			INVOICE DTL	DESC		
					CHECK	358743	TOTAL:	1,181.00
358744	06/15/2022	PRTD 57 BAY HAY & FEED	255790	1736293	05/20/2022		06/12/22	59.69
		Invoice: 1736293			PROPANE FOR FORKLIFT			
			59.69	91011897 547200	GG-C/E-O&M YARD FAC-PROPANE			
					CHECK	358744	TOTAL:	59.69
358745	06/15/2022	PRTD 5202 BAINBRIDGE ARTS & CR	255784	Q1-2022	05/25/2022		06/12/22	3,879.45
		Invoice: Q1-2022			2022 LTAC CONTRACT			
			3,879.45	91140573 541100	GG-TOUR-PROF SERVICES			
					CHECK	358745	TOTAL:	3,879.45
358746	06/15/2022	PRTD 64 BAINBRIDGE ISLAND AR	255778	2077	05/18/2022		06/12/22	3,000.00
		Invoice: 2077			EX/PUBLIC ART REIMBURSEMENT Q1 2022			
			3,000.00	31024759 54110200297	PUBLIC ART-MNGT SVCS			
					CHECK	358746	TOTAL:	3,000.00
358747	06/15/2022	PRTD 8396 BIG BELLY SOLAR, INC	255791	41017	05/24/2022		06/12/22	74.21
		Invoice: 41017			PW/ROTARY LOCK KIT			
			74.21	73111427 548100	O&M-ACCESS RDSIDE R&M			
					CHECK	358747	TOTAL:	74.21
358748	06/15/2022	PRTD 360 BUILDERS FIRSTSOURCE	255689	85349706	05/12/2022		06/12/22	60.67
		Invoice: 85349706			PW/HEMLOCK FULL ROUND LINE WEIGHT			
			60.67	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					CHECK	358748	TOTAL:	60.67
358749	06/15/2022	PRTD 1052 CANON FINANCIAL SERV	255796	28402861	04/12/2022		06/12/22	483.51
		Invoice: 28402861			PCD,ENG/OCE PRINTER,PLOTTER LEASE			
			241.76	61011581 545000	PCD - C/E ADMIN RENTS & LEASES			
			241.75	72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
					CHECK	358749	TOTAL:	483.51
358750	06/15/2022	PRTD 9908 CINTAS CORPORATION #	255797	5110175298	05/27/2022		06/12/22	49.82
		Invoice: 5110175298			PW/FIRST AID KIT SUPPLIES			
			49.82	73637891 531100	OFFICE SUPPLIES			

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 3  
apcshdsb

CASH ACCOUNT: 635	111100	CASH												
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET					
													INVOICE DTL DESC	
													CHECK 358750 TOTAL:	49.82
358751	06/15/2022	PRTD	9019 CITIES DIGITAL, INC.	255798	54604	05/24/2022		06/12/22	5,693.69					
			Invoice: 54604											
				5,693.69	81011881 548500									
													IT/ANNUAL SOFTWARE MAINTENANCE LASERFISCHE IT - C/E COMPUTER SUPPORT	
													CHECK 358751 TOTAL:	5,693.69
358752	06/15/2022	PRTD	460 PETTY CASH	255874	POL-2022-5	05/31/2022		06/12/22	7.38					
			Invoice: POL-2022-5											
				7.38	91011215 542500									
													POL/PETTY CASH GG-C/E-PD-POSTAGE	
													CHECK 358752 TOTAL:	7.38
358753	06/15/2022	PRTD	6920 COMCAST	255863	JUN22	05/20/2022		06/12/22	11.27					
			Invoice: JUN22											
				11.27	51011211 545000									
													POL/HD CONVERTER BOX PD-C/E-ADMIN RENTS/LEASE	
													CHECK 358753 TOTAL:	11.27
358754	06/15/2022	PRTD	9968 COMMUNITY CLIMATE SO	255800	314	03/10/2022		06/12/22	7,500.00					
			Invoice: 314											
				2,500.00	31011492 541100									
				5,000.00	31011492 548500									
													EX/CUSTOMIZE CLIMATE SMART CHALLENGE WEBSITE CLIMATE ADAPTION-PROF SVCS CLIMATE ADAPTION-SOFTWAR MAINT	
													CHECK 358754 TOTAL:	7,500.00
358755	06/15/2022	PRTD	4975 DAY WIRELESS SYSTEMS	255875	INV726925	05/27/2022		06/12/22	1,351.35					
			Invoice: INV726925											
				1,351.35	53011212 541100									
													POL/RADAR RECALIBRATION POLICE - C/E PATROL PROF SVCS	
													CHECK 358755 TOTAL:	1,351.35
358756	06/15/2022	PRTD	10026 DENUCCI, CHRIS	255728	101384	05/23/2022		06/12/22	49.34					
			Invoice: 101384											
				49.34	411 122100									
													UB 13130 203 MADRONA WAY NE UNIT 4 WATER ACCOUNTS RECEIVABLE	
													CHECK 358756 TOTAL:	49.34
358757	06/15/2022	PRTD	7852 DINGELS, JAMES	255720	101376	05/23/2022		06/12/22	239.58					
			Invoice: 101376											
				239.58	411 122100									
													UB 10669 1005 BLUE HERON AVENUE NE WATER ACCOUNTS RECEIVABLE	

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

CASH ACCOUNT: 635		111100		CASH							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET		
INVOICE DTL DESC											
						CHECK	358757	TOTAL:	239.58		
358758	06/15/2022	PRTD	4745 EFFICIENCY INC	255904	635622	06/05/2022		06/12/22	841.93		
	Invoice: 635622			841.93	81011881 548500	IT/FOR THE RECORD SOFTWARE MAINTENANCE					
						IT - C/E COMPUTER SUPPORT					
						CHECK	358758	TOTAL:	841.93		
358759	06/15/2022	PRTD	1953 FERGUSON ENTERPRISES	255691	1096165	05/02/2022		06/12/22	1,658.81		
	Invoice: 1096165			1,658.81	73421355 531100	PW/2" THRD ARI POLY AIR VAC					
						WIN COLL-SUPPLIES					
	Invoice: 1078796			255812	1078796	03/22/2022		06/12/22	2,214.73		
				2,214.73	73411345 531100	PW/GSKT BTM PLT SR2, LNR BTM FULL SR2					
						OFFICE SUPPLIES					
	Invoice: 1088201			255813	1088201	03/30/2022		06/12/22	24.26		
				24.26	73411345 531100	PW/PVC S40 SOC CAP, THRD PLUG, HOLE SAW					
						OFFICE SUPPLIES					
	Invoice: 1088201-3			255814	1088201-3	05/23/2022		06/12/22	2,280.10		
				2,280.10	73411345 531100	PW/2.5X25FT FIRE HOSE					
						OFFICE SUPPLIES					
	Invoice: 1100131			255815	1100131	05/23/2022		06/12/22	135.57		
				135.57	73411345 531100	PW/PVC S80 SXS COUP, TEE, S80 SPXFIP BUSH					
						OFFICE SUPPLIES					
	Invoice: 0214626			255889	0214626	05/18/2022		06/12/22	623.39		
				623.39	73411345 531100	PW/NEMA 100 & 200 TABLET EXT TUBE					
						OFFICE SUPPLIES					
	Invoice: SC55695			255890	SC55695	05/31/2022		06/12/22	33.22		
				33.22	73411345 531100	PW/SERVICE CHARGE FOR MAY					
						OFFICE SUPPLIES					
	Invoice: 1104419			255898	1104419	05/26/2022		06/12/22	387.30		
				387.30	73411345 531100	PW/ 2.5 CAST HYDRANT GV					
						OFFICE SUPPLIES					
						CHECK	358759	TOTAL:	7,357.38		
358760	06/15/2022	PRTD	9708 FRANZ, CHRIS	255721	101377	05/23/2022		06/12/22	80.03		
	Invoice: 101377			80.03	411 122100	UB 10807 573 CHERRY AVENUE NE					
						WATER ACCOUNTS RECEIVABLE					
						CHECK	358760	TOTAL:	80.03		

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 5  
apcshdsb

CASH ACCOUNT: 635		111100		CASH									
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	INVOICE DTL	DESC		
358761	06/15/2022	PRTD	10023 GILLINGHAM, MISHA &	255725	101381	05/23/2022		06/12/22	5.36	UB 12528 8921 MANDUS OLSON ROAD NE			
	Invoice: 101381			5.36	411	122100				WATER ACCOUNTS RECEIVABLE			
								CHECK	358761	TOTAL:		5.36	
358762	06/15/2022	PRTD	6523 GRANICH ENGINEERED P	255693	BI-0353037	03/15/2022		06/12/22	736.13	PW/WEAR PLT, LOCK WASHER, HEX NUT			
	Invoice: BI-0353037			736.13	73425358	531100				O&M-WWTP-SUPPLIES			
								CHECK	358762	TOTAL:		736.13	
358763	06/15/2022	PRTD	253 HACH COMPANY	255817	13047904	05/20/2022		06/12/22	506.79	PW/DPD FREE REFILL VIAL			
	Invoice: 13047904			506.79	73411345	531100				OFFICE SUPPLIES			
				255818	13062767							94.63	
	Invoice: 13062767			94.63	72637319	53110000809				ENG/WATER QUALITY MONITORING SUPPLIES			
								CHECK	358763	TOTAL:		601.42	
358764	06/15/2022	PRTD	10020 HAHN, ANN	255722	101378	05/23/2022		06/12/22	160.40	UB 10883 676 PARK AVENUE NE			
	Invoice: 101378			160.40	411	122100				WATER ACCOUNTS RECEIVABLE			
								CHECK	358764	TOTAL:		160.40	
358765	06/15/2022	PRTD	6155 HDR ENGINEERING INC	255825	1200435965	06/01/2022		06/12/22	5,554.08	PW/WASTEWATER BENEFICIAL REUSE AN			
	Invoice: 1200435965			5,554.08	71425352	54110001192				WW BEN REUSE-PROF SVCS			
								CHECK	358765	TOTAL:		5,554.08	
358766	06/15/2022	PRTD	4850 HOME DEPOT CREDIT SE	255711	2020608	05/05/2022		06/12/22	368.52	50LB QUICKRETE FAST SETTING CONFETE, PALLAT FEE			
	Invoice: 2020608			368.52	990	141100				MERCHANDISE			
				255712	1013853							73.27	
	Invoice: 1013853			73.27	73011189	531100				PW/HDX 50G XL BLACK BAGS 50CT			
										O&M - C/E FACIL OFC SUPPLIES			
								CHECK	358766	TOTAL:		441.79	

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 6  
apcshdsb

CASH ACCOUNT: 635			111100		CASH					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
										INVOICE DTL DESC
358767	06/15/2022	PRTD	10022 KINGREY, CURTIS	255724	101380	05/23/2022		06/12/22	78.91	
	Invoice: 101380			78.91	411	122100	UB 12316 8965 MILLER ROAD NE			
							WATER ACCOUNTS RECEIVABLE			
							CHECK	358767 TOTAL:	78.91	
358768	06/15/2022	PRTD	339 KITSAP COUNTY DEPART	255821	CINV-2022-00403	05/01/2022		06/12/22	28,401.82	
	Invoice: CINV-2022-00403			28,401.82	51011215	53510001201	POL/RMS REPLACEMENT			
							PD-NEW RECORDS MNGT SYSTEM			
							CHECK	358768 TOTAL:	28,401.82	
358769	06/15/2022	PRTD	2421 KITSAP PUBLIC HEALTH	255867	2022 PUBLIC HEALTH	05/26/2022		06/12/22	87,550.00	
	Invoice: 2022 PUBLIC HEALTH			87,550.00	91011627	551000	2022 PUB HEALTH & RGC MORTGAGE			
							EXEC-C/E-HEALTH ED-I/G SVCS			
							CHECK	358769 TOTAL:	87,550.00	
358770	06/15/2022	PRTD	694 KITSAP PUD #1	255868	MAR22-MAY22	05/16/2022		06/12/22	43.20	
	Invoice: MAR22-MAY22			43.20	91011768	547500	WATER/LOT1 BELFAIR AVE			
							GG-C/E-PARKS-WTR/SWR			
							CHECK	358770 TOTAL:	43.20	
358771	06/15/2022	PRTD	7822 KPFF CONSULTING ENGI	255824	424336	05/20/2022		06/12/22	4,796.06	
	Invoice: 424336			4,796.06	73111262	54110000725	PW/INSPECTION OF TWO PEDESTRIAN B			
							PED BRIDGE INSP-INSPECTION SVC			
							CHECK	358771 TOTAL:	4,796.06	
358772	06/15/2022	PRTD	10030 LANGENDOEN, RICHARD	255856	PLN51269B	06/02/2022		06/12/22	500.00	
	Invoice: PLN51269B			500.00	47047	345810	PERMIT PLN52169 B REFUND FEE			
							ZONING & SUBDIVISION FE			
							CHECK	358772 TOTAL:	500.00	
358773	06/15/2022	PRTD	2574 NATIONAL BARRICADE C	255891	295961	05/25/2022		06/12/22	483.85	
	Invoice: 295961			483.85	73111264	531100	PW/STOP, SLOW PADDLE 24" ALUMINUM			
							O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	358773 TOTAL:	483.85	

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 7  
apcshdsb

CASH ACCOUNT: 635	111100	CASH										
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET			
INVOICE DTL DESC												
358774	06/15/2022	PRTD	9254 NELSON NYGAARD CONSU	255827	82203	05/26/2022		06/12/22	2,592.85			
	Invoice: 82203											
				2,592.85	72111444	54110001018		ENG/SUSTAINABLE TRANSPORTATION PLA SUSTAINABLE TRANS-PROF SVC				
								CHECK	358774	TOTAL:		2,592.85
358775	06/15/2022	PRTD	10018 NORTHWEST MOBILE FLA	255675	3354	05/10/2022		06/12/22	1,275.00			
	Invoice: 3354											
				340.00	72011324	443410		ENG,PW/FLAGGING TRAINING & CERTIFICATION X15 ENG - C/E - TRAINING				
				935.00	73111290	443410		O&M-STREET-MAINT O/H-TRAINING				
								CHECK	358775	TOTAL:		1,275.00
358776	06/15/2022	PRTD	8286 SUPERINTENDENT OF P	255877	17258	05/20/2022		06/12/22	181.00			
	Invoice: 17258											
				181.00	41654861	586110		POL/FINGERPRINTING FINGERPRINT DISB TO SPI				
				255878	17268							
	Invoice: 17268			181.00	41654861	586110		POL/FINGERPRINTING FINGERPRINT DISB TO SPI				
								CHECK	358776	TOTAL:		362.00
358777	06/15/2022	PRTD	2623 PAPE MACHINERY	255715	13553281	05/12/2022		06/12/22	160.55			
	Invoice: 13553281											
				80.27	73111423	531100		PW/V-BELT, WHEEL KIT OFFICE SUPPLIES				
				80.28	73111427	531100		OFFICE SUPPLIES				
								CHECK	358777	TOTAL:		160.55
358778	06/15/2022	PRTD	448 PARAMETRIX INC	255679	35051	05/05/2022		06/12/22	11,214.66			
	Invoice: 35051											
				11,214.66	72311942	64110000724		ENG/POLICE AND MUNICIPAL COURT PSA PD/COURT BLDG-PROF SVCS/DESIGN				
								CHECK	358778	TOTAL:		11,214.66
358779	06/15/2022	PRTD	6333 PETROCARD INC.	255716	445129R-DM	05/01/2022		06/12/22	4,681.12			
	Invoice: 445129R-DM											
				4,681.12	73638935	531100		PW/ROTELLA T3 FLEET, QUAKERSTATE ADV SYNB O&M-STD ALLOCATION-SUPPLIES				
				255829	0447263-IN							
	Invoice: 0447263-IN			54.46	73638935	531100		PW/MYSTIK NOND 20W20 QUART X12 O&M-STD ALLOCATION-SUPPLIES				54.46

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 8  
apcshdsb

CASH ACCOUNT: 635		111100	CASH				INV DATE	PO	CHECK RUN	NET
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INVOICE DTL	DESC			
							CHECK	358779	TOTAL:	4,735.58
358780	06/15/2022	PRTD	9970 PH&S PRODUCTS LLC	255831	0015378-IN		05/27/2022		06/12/22	1,909.20
			Invoice: 0015378-IN				POL/GLOVES			
				286.38	51011191 531100		PD-C/E-PROP RM-SUPPLIES			
				286.38	52011212 531100		POLICE - C/E INVEST SUPPLIES			
				1,336.44	53011212 531100		PD-C/E-PATROL SUPPLIES			
							CHECK	358780	TOTAL:	1,909.20
358781	06/15/2022	PRTD	7153 PORT MADISON ENTERPR	255717	15687		05/04/2022		06/12/22	404.48
			Invoice: 15687				PW/3/4" CLEAN BASALT X32			
				404.48	73111423 531100		OFFICE SUPPLIES			
			Invoice: 15701				05/04/2022		06/12/22	388.16
				255719	15701		PW/3/4" CLEAN BASALT X32			
				388.16	73111423 531100		OFFICE SUPPLIES			
			Invoice: 15714				05/04/2022		06/12/22	384.64
				255734	15714		PW/3/4" CLEAN BASALT X32			
				384.64	73111423 531100		OFFICE SUPPLIES			
			Invoice: 15716				05/04/2022		06/12/22	394.56
				255735	15716		PW/3/4" CLEAN BASALT X32			
				394.56	73111423 531100		OFFICE SUPPLIES			
			Invoice: 15726				05/04/2022		06/12/22	420.48
				255736	15726		PW/3/4" CLEAN BASALT X32			
				420.48	73111423 531100		OFFICE SUPPLIES			
							CHECK	358781	TOTAL:	1,992.32
358782	06/15/2022	PRTD	9196 POWERDMS, INC	255832	INV-20185		05/27/2022		06/12/22	600.60
			Invoice: INV-20185				POL/ANNUAL SUBSCRIPTIONS			
				600.60	51011211 548500		PD-GF-ADMIN SOFTWARE MAINT			
							CHECK	358782	TOTAL:	600.60
358783	06/15/2022	PRTD	9349 PROPANE NORTHWEST	255737	1507095467		05/13/2022		06/12/22	566.86
			Invoice: 1507095467				PROPANE X300.10, HAZMAT DELIVERY			
				566.86	91011897 547200		GG-C/E-O&M YARD FAC-PROPANE			
							CHECK	358783	TOTAL:	566.86
358784	06/15/2022	PRTD	9440 QBSI-XEROX	255646	IN2641013		04/28/2022		06/12/22	64.47
			Invoice: IN2641013				CRT/COPIER LEASE			
				64.47	21011125 545000		COURT - RENTS & LEASES - OPER			

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 9  
apcshdsb

CASH ACCOUNT: 635	111100	CASH										
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET			
INVOICE DTL DESC												
						CHECK	358784	TOTAL:	64.47			
358785	06/15/2022	PRTD	408 ROLLING BAY COMMERC	255739	885589	05/15/2022		06/12/22	4,366.88			
	Invoice: 885589			4,366.88	21011125 545000	CRT/COURT HOUSE RENTAL MAY 2022						
						COURT - RENTS & LEASES - OPER						
						CHECK	358785	TOTAL:	4,366.88			
358786	06/15/2022	PRTD	10021 RUIZ, RENE & MICHAEL	255723	101379	05/23/2022		06/12/22	185.14			
	Invoice: 101379			185.14	411 122100	UB 12155 452 COSGROVE STREET NW						
						WATER ACCOUNTS RECEIVABLE						
						CHECK	358786	TOTAL:	185.14			
358787	06/15/2022	PRTD	10019 SCHMID, LINDA	255755	05/23/2022	05/23/2022		06/12/22	150.00			
	Invoice: 05/23/2022			150.00	41625860 586000	FIN/DAMAGE DEPOSIT REFUND						
						SC/COMMONS ROOM DEP-DISBURSEME						
						CHECK	358787	TOTAL:	150.00			
358788	06/15/2022	PRTD	6820 RICH BOTTALICO	255740	2553	01/27/2022		06/12/22	523.68			
	Invoice: 2553			523.68	73111427 531100	PW/CURVED HOOKES 1/2" THICK						
						OFFICE SUPPLIES						
						255741 2605						
	Invoice: 2605			589.14	73431835 548100	PW/BUILD SKIDS FOR EXCAVATOR AR-400 PLATE		06/12/22	589.14			
						REPAIRS & MAINTENANCE						
						CHECK	358788	TOTAL:	1,112.82			
358789	06/15/2022	PRTD	10025 SILVER, ROBERT & MAR	255727	101383	05/23/2022		06/12/22	403.23			
	Invoice: 101383			403.23	411 122100	UB 12556 543 PIERCE COURT NW						
						WATER ACCOUNTS RECEIVABLE						
						CHECK	358789	TOTAL:	403.23			
358790	06/15/2022	PRTD	8738 SPEAKWRITE, LLC	255870	88A2142E	06/01/2022		06/12/22	510.00			
	Invoice: 88A2142E			510.00	52011212 541100	POL/TRANSCRIPTION						
						POLICE - C/E INVEST PROF SVCS						
						CHECK	358790	TOTAL:	510.00			

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 10  
apcshdsb

CASH ACCOUNT: 635	111100	CASH								
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET	
INVOICE DTL DESC										
358791	06/15/2022	PRTD	8132 SPECTRA LABORATORIES	255743	22-03266	05/19/2022		06/12/22	69.00	
	Invoice: 22-03266					PW/FLUORIDE, MANGANESE, IRON TESTING				
				69.00	73415345 54110000391	LAB SVCS-WATER ROCKAWAY				
				255899	22-03505	06/03/2022		06/12/22	320.00	
	Invoice: 22-03505					PW/NITROGEN, NITRATE, NITRITE, AMMONIA TESTING				
				320.00	73425358 54110000391	LAB & TESTING SVCS-WWTP				
						CHECK	358791	TOTAL:	389.00	
358792	06/15/2022	PRTD	2467 STAPLES	255647	8066093980	04/30/2022		06/12/22	14.43	
	Invoice: 8066093980					ENG/SHARPIE, WHITE-OUT, TASK CHAIR				
				14.43	72011321 531100	ENG - C/E ADMIN SUPPLIES				
				255676	8065782425	04/02/2022		06/12/22	834.11	
	Invoice: 8065782425					EX,FIN,LEGAL/TONER, HAND WASH, PAPER, KLEENEX				
				39.25	31011131 531100	EX-GF-SUPPLIES				
				39.25	41011141 531100	FIN - C/E ADMIN SUPPLIES				
				314.18	32011152 531100	LGL-GF-SUPPLIES				
				180.86	41011141 531100	FIN - C/E ADMIN SUPPLIES				
				5.09	31011131 531100	EX-GF-SUPPLIES				
				5.10	41011141 531100	FIN - C/E ADMIN SUPPLIES				
				125.19	31011131 531100	EX-GF-SUPPLIES				
				125.19	41011141 531100	FIN - C/E ADMIN SUPPLIES				
						CHECK	358792	TOTAL:	848.54	
358793	06/15/2022	PRTD	2122 STERICYCLE INC	255871	3006040728	05/31/2022		06/12/22	10.36	
	Invoice: 3006040728					POL/BIOHAZARD DISPOSAL				
				10.36	53011212 541100	POLICE - C/E PATROL PROF SVCS				
						CHECK	358793	TOTAL:	10.36	
358794	06/15/2022	PRTD	9358 STRUCTURED COMMUNICA	255756	0221481-IN	04/20/2022		06/12/22	38,720.24	
	Invoice: 0221481-IN					IT/CROWDSTRIKE ENDPOINT MANAGEMENT SYSTEM				
				38,720.24	81011881 548500	IT - C/E COMPUTER SUPPORT				
						CHECK	358794	TOTAL:	38,720.24	
358795	06/15/2022	PRTD	562 T M G SERVICES INC	255835	0048301-IN	05/23/2022		06/12/22	5,836.74	
	Invoice: 0048301-IN					PW/PUMP, PROMUS, MOTOR				
				5,836.74	73411345 531100	OFFICE SUPPLIES				
						CHECK	358795	TOTAL:	5,836.74	

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 11  
apcshdsb

CASH ACCOUNT: 635		111100		CASH									
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET				
										INVOICE DTL	DESC		
358796	06/15/2022	PRTD	8243 TILZ	255749	101-75117	05/16/2022		06/12/22	30.00				
	Invoice: 101-75117			30.00	91111427 547900	PW/YARD WASTE X2.5 GG-STREET-ROADSIDE-GARBAGE							
	Invoice: 101-75165			255750	101-75165	05/16/2022		06/12/22	30.00				
	Invoice: 101-75309			255751	101-75309	05/18/2022		06/12/22	24.00				
	Invoice: 101-75543			255834	101-75543	05/20/2022		06/12/22	24.00				
				24.00	73111427 531100	PW/YARD WASTE X2 OFFICE SUPPLIES							
								CHECK	358796	TOTAL:			108.00
358797	06/15/2022	PRTD	6714 TOSHIBA FINANCIAL SE	255837	31702204	05/24/2022		06/12/22	234.85				
	Invoice: 31702204			234.85	51011211 545000	POL/COPIER LEASE PD-C/E-ADMIN RENTS/LEASE							
	Invoice: 31702203			255838	31702203	05/24/2022		06/12/22	224.64				
				224.64	73637891 545000	PW/COPIER LEASE RENTS & LEASES - OPERATING							
								CHECK	358797	TOTAL:			459.49
358798	06/15/2022	PRTD	4788 TRIANGLE PUMP	255895	13708	05/26/2022	20210060	06/12/22	5,038.48				
	Invoice: 13708			5,038.48	73425358 53110001122	PW/REUSE PUMP & SHIPPING WWTP PUMP & MOTOR-SUPPLIES							
								CHECK	358798	TOTAL:			5,038.48
358799	06/15/2022	PRTD	8183 JOHN A. GREEN	255752	15929	03/02/2022		06/12/22	1,536.16				
	Invoice: 15929			1,536.16	53011212 548100	POL/INSTALL DOOR WRAP, GRAPHICS TO RIGHT SIDE POLICE - C/E PATROL MAINTENANC							
								CHECK	358799	TOTAL:			1,536.16
358800	06/15/2022	PRTD	4139 UNITED RENTALS (NORT	255839	205675559-001	05/13/2022		06/12/22	3,447.26				
	Invoice: 205675559-001			3,447.26	73111423 545000	PW/ROLLER VIB SINGLE DRUM SMOOTH RENTAL RENTS & LEASES - OPERATING							
								CHECK	358800	TOTAL:			3,447.26

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 12  
apcshdsb

CASH ACCOUNT: 635		111100	CASH						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL	DESC		
358801	06/15/2022	PRTD	952 WASHINGTON STATE PAT	255857	I22006812	06/02/2022		06/12/22	140.25
Invoice: I22006812				140.25	41654861 586100	FIN/BACKGROUND CHECKS AGENCY DISBURSEMENTS			
						CHECK	358801	TOTAL:	140.25
358802	06/15/2022	PRTD	10024 WARD, ELIZABETH	255726	101382	05/23/2022		06/12/22	26.70
Invoice: 101382				26.70	411 122100	UB 11134 1313 AARON AVENUE NE WATER ACCOUNTS RECEIVABLE			
						CHECK	358802	TOTAL:	26.70
358803	06/15/2022	PRTD	4513 WM CORPORATE SERVICE	255841	0059199-2588-2	05/16/2022		06/12/22	107.68
Invoice: 0059199-2588-2				107.68	91011897 547900	PW/DISPOSAL SERVICES HIDDEN COVE RD GG-C/E-O&M YARD FAC-GARBAGE			
						CHECK	358803	TOTAL:	107.68
358804	06/15/2022	PRTD	8390 WEST HILLS FORD MAZD	255843	75009970	05/18/2022		06/12/22	69.98
Invoice: 75009970				69.98	73011321 531100	PW/MOULDING - WIND SPORD O&M-C/E-ENG VEH WORK-SUPPLIES			
						CHECK	358804	TOTAL:	69.98
NUMBER OF CHECKS						68	*** CASH ACCOUNT TOTAL ***		271,782.37
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						68	271,782.37		
						*** GRAND TOTAL ***		271,782.37	

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 13  
apcshdsb

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	6	68									
APP	001-213000		06/15/2022	06/12/22	060822			GENERAL - ACCOUNTS PAYABLE		205,911.79	
								AP CASH DISBURSEMENTS JOURNAL			
APP	635-111100		06/15/2022	06/12/22	060822			CASH			271,782.37
								AP CASH DISBURSEMENTS JOURNAL			
APP	631-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		6,779.82	
								AP CASH DISBURSEMENTS JOURNAL			
APP	101-213000		06/15/2022	06/12/22	060822			STREETS - ACCOUNTS PAYABLE		15,239.45	
								AP CASH DISBURSEMENTS JOURNAL			
APP	104-213000		06/15/2022	06/12/22	060822			CIVIC IMPR - ACCOUNTS PAYABLE		3,879.45	
								AP CASH DISBURSEMENTS JOURNAL			
APP	401-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		13,339.79	
								AP CASH DISBURSEMENTS JOURNAL			
APP	402-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		13,307.50	
								AP CASH DISBURSEMENTS JOURNAL			
APP	901-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		368.52	
								AP CASH DISBURSEMENTS JOURNAL			
APP	407-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		500.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	650-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		502.25	
								AP CASH DISBURSEMENTS JOURNAL			
APP	301-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		11,214.66	
								AP CASH DISBURSEMENTS JOURNAL			
APP	622-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		150.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	403-213000		06/15/2022	06/12/22	060822			ACCOUNTS PAYABLE		589.14	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		271,782.37	271,782.37
APP	631-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING		265,002.55	
APP	001-130000		06/15/2022	06/12/22	060822			GENERAL - DUE TO/FROM CLEARING			205,911.79
APP	101-130000		06/15/2022	06/12/22	060822			STREETS - DUE TO/FROM CLEARING			15,239.45
APP	104-130000		06/15/2022	06/12/22	060822			CIVIC IMPR DUE TO/FROM CLEAR'G			3,879.45
APP	401-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			13,339.79
APP	402-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			13,307.50
APP	901-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			368.52
APP	407-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			500.00
APP	650-130000		06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING			502.25

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 14  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
APP 301-130000	06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING				11,214.66
APP 622-130000	06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING				150.00
APP 403-130000	06/15/2022	06/12/22	060822			DUE TO/FROM CLEARING				589.14
	06/15/2022	06/12/22	060822							
SYSTEM GENERATED ENTRIES TOTAL									265,002.55	265,002.55
JOURNAL 2022/06/68 TOTAL									536,784.92	536,784.92

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 15  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND 001-130000 001-213000	2022 6	68	06/15/2022	GENERAL - DUE TO/FROM CLEARING GENERAL - ACCOUNTS PAYABLE	205,911.79	205,911.79
				FUND TOTAL	205,911.79	205,911.79
101 STREET FUND 101-130000 101-213000	2022 6	68	06/15/2022	STREETS - DUE TO/FROM CLEARING STREETS - ACCOUNTS PAYABLE	15,239.45	15,239.45
				FUND TOTAL	15,239.45	15,239.45
104 CIVIC IMPROVEMENT FUND 104-130000 104-213000	2022 6	68	06/15/2022	CIVIC IMPR DUE TO/FROM CLEAR'G CIVIC IMPR - ACCOUNTS PAYABLE	3,879.45	3,879.45
				FUND TOTAL	3,879.45	3,879.45
301 CAPITAL CONSTRUCTION FUND 301-130000 301-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	11,214.66	11,214.66
				FUND TOTAL	11,214.66	11,214.66
401 WATER OPERATING FUND 401-130000 401-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13,339.79	13,339.79
				FUND TOTAL	13,339.79	13,339.79
402 SEWER OPERATING FUND 402-130000 402-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	13,307.50	13,307.50
				FUND TOTAL	13,307.50	13,307.50
403 STORM & SURFACE WATER FUND 403-130000 403-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	589.14	589.14
				FUND TOTAL	589.14	589.14
407 BUILDING & DEVELOPMENT FUND 407-130000 407-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	500.00	500.00
				FUND TOTAL	500.00	500.00
622 EXPENDABLE TRUST FUND	2022 6	68	06/15/2022			

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 16  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
622-130000 622-213000				DUE TO/FROM CLEARING ACCOUNTS PAYABLE	150.00	150.00
				FUND TOTAL	150.00	150.00
631 CLEARING FUND 631-130000 631-213000 635-111100	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE CASH	265,002.55 6,779.82	271,782.37
				FUND TOTAL	271,782.37	271,782.37
650 AGENCY FUND 650-130000 650-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	502.25	502.25
				FUND TOTAL	502.25	502.25
901 CITY-WIDE REPORTING FUND 901-130000 901-213000	2022 6	68	06/15/2022	DUE TO/FROM CLEARING ACCOUNTS PAYABLE	368.52	368.52
				FUND TOTAL	368.52	368.52

06/08/2022 11:20  
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CITY OF BAINBRIDGE ISLAND  
A/P CASH DISBURSEMENTS JOURNAL

P 17  
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		205,911.79
101	STREET FUND		15,239.45
104	CIVIC IMPROVEMENT FUND		3,879.45
301	CAPITAL CONSTRUCTION FUND		11,214.66
401	WATER OPERATING FUND		13,339.79
402	SEWER OPERATING FUND		13,307.50
403	STORM & SURFACE WATER FUND		589.14
407	BUILDING & DEVELOPMENT FUND		500.00
622	EXPENDABLE TRUST FUND		150.00
631	CLEARING FUND	265,002.55	
650	AGENCY FUND		502.25
901	CITY-WIDE REPORTING FUND		368.52
	TOTAL	265,002.55	265,002.55

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



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 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:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Special City Council Meeting Minutes - Executive Session, May 17, 2022.pdf](#)

[City Council Study Session Minutes, May 17, 2022.pdf](#)

[Special City Council Meeting Minutes - Executive Session, May 24, 2022.pdf](#)

[Regular City Council Business Meeting Minutes, May 24, 2022.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING  
EXECUTIVE SESSION  
TUESDAY, MAY 17, 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, Quitslund, and Schneider were present. Councilmember Pollock arrived at 5:10 p.m.

2) [EXECUTIVE SESSION](#)

**2.A Pursuant to RCW 42.30.110(1)(f), to receive and evaluate complaints or charges brought against a public officer or employee,**  
[Cover Page](#)

Mayor Deets adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(f).

Council returned from executive session at 5:45 p.m.

3) [ADJOURNMENT](#)

Mayor Deets adjourned the meeting at 5:45 p.m.

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Joe Deets, Mayor

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Christine Brown, MMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION  
TUESDAY, MAY 17, 2022

MEETING MINUTES

1) **CALL TO ORDER / ROLL CALL**

Mayor Deets called the meeting to order at 6:00 p.m. in Council Chambers and on the Zoom webinar platform. Mayor Deets read the land acknowledgement.

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

2) **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE**

Councilmember Moriwaki moved and Councilmember Pollock seconded to approve the agenda as presented. The motion carried unanimously, 6-0.

City Manager King introduced the new Planning and Community Development Director, Patricia Charnas.

3) **PRESENTATION(S)**

**3.A Receive Briefing on Regional Transportation Plan by Puget Sound Regional Council**

[Cover Page](#)

[Presentation - PSRC Regional Transportation Plan.pptx](#)

City Manager King introduced the agenda item. Kelly McGourty, Director of Transportation Planning from Puget Sound Regional Council (PSRC) joined the meeting remotely. Director McGourty provided a presentation on the PSRC Regional Transportation Plan and addressed Council's questions.

4) **REGULAR BUSINESS**

**4.A Discuss March 22, 2022, Response from Kitsap Regional Coordinating Council Executive Committee - Planning**

[Cover Page](#)

[Final Exec Comm Letter to COBI March 2022.pdf](#)

[CPP Clarification Letter to Kitsap County \(Jan. 20 2022\).pdf](#)

City Manager King introduced the agenda item, and Council discussed the topic. Senior Planner Sutton addressed Council's questions.

## 5) COMMITTEE REPORTS

Councilmember Hytopoulos provided an update from a PSRC Land Use Planning Policy Committee (PlanPOL) meeting.

Councilmember Moriwaki provided an update on a Race Equity Advisory Committee (REAC) meeting and plans for Juneteenth celebrations.

Councilmember Schneider provided an update on the first meeting of the Joint Bainbridge Island and Poulsbo Council Subcommittee.

Mayor Deets reported on a meeting of the Puget Sound Clean Air Advisory Committee and City advisory committee interviews. He mentioned his office hours and the groundbreaking ceremony for the Silverdale transportation center.

## 6) ADJOURNMENT

Mayor Deets adjourned the meeting at 7:43 p.m.

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Joe Deets, Mayor

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Christine Brown, MMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

SPECIAL CITY COUNCIL MEETING  
EXECUTIVE SESSION  
TUESDAY, MAY 24, 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 Quitslund, Moriwaki, and Schneider were present. Councilmember Pollock joined the meeting remotely during executive session. Councilmember Hytopoulos arrived at 5:05 p.m.

2) **EXECUTIVE SESSION**

**2.A Pursuant to RCW 42.30.110(1)(g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee**  
[Cover Page](#)

Mayor Deets adjourned the meeting to an executive session pursuant to RCW 42.30.110(1)(g) at 5:01 p.m.

Council returned from executive session at 5:50 p.m.

3) **ADJOURNMENT**

Mayor Deets adjourned the meeting at 5:51 p.m.

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Joe Deets, Mayor

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Christine Brown, MMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING  
TUESDAY, MAY 24, 2022

MEETING MINUTES

1) [CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE](#)

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

Mayor Deets, Deputy Mayor Fantroy-Johnson, and Councilmembers Hytopoulos, Moriwaki, Quitslund, and Schneider were present. Councilmember Pollock attended remotely and joined the meeting in Council Chambers during agenda item 8.B.

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

2) [APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE](#)

Deputy Mayor Fantroy-Johnson moved and Councilmember Quitslund seconded to approve the agenda. The motion carried unanimously, 7-0. There were no conflicts of interest disclosed.

3) [PRESENTATION\(S\)](#)

**3.A [Present Proclamation Recognizing Memorial Day on May 30, 2022](#)**

[Cover Page](#)

[Proclamation Recognizing Memorial Day 2022.docx](#)

Mayor Deets read the proclamation. Commander Gary Sakuma from the American Legion accepted the Proclamation.

**3.B [Approve Proclamation Recognizing the 80th Anniversary of the American Legion, Colin Hyde Post 172](#)**

[Cover Page](#)

[Proclamation Recognizing American Legion, Colin Hyde Post 172.docx](#)

Mayor Deets read the proclamation.

**MOTION:** I move to authorize the Mayor to sign the proclamation recognizing the 80th anniversary of the American Legion, Colin Hyde Post 172.

**Moriwaki/Fantroy-Johnson:** The motion carried unanimously, 7-0.

Commander Gary Sakuma from the American Legion accepted the proclamation.

**3.C Approve Proclamation Declaring May 2022, as "Bike Everywhere Month"**

[Cover Page](#)

[Bike Everywhere Month Proclamation 2022.docx](#)

Councilmember Schneider read the proclamation.

**MOTION:** I move to authorize the Mayor to sign the proclamation declaring May 2022, as "Bike Everywhere Month."

**Fantroy-Johnson/Schneider:** The motion carried unanimously, 7-0.

Elizabeth Ozimek, Vice President of Squeaky Wheels, accepted the proclamation.

**3.D Approve Proclamation for Missing and Murdered Indigenous Women and Girls Awareness Month**

[Cover Page](#)

[Proclamation - Missing and Murdered Indigenous Women Awareness Month.docx](#)

**MOTION:** I move to authorize the Mayor to sign the proclamation declaring May 2022, as "Missing and Murdered Indigenous Women and Girls Awareness Month."

**Fantroy-Johnson/Moriwaki:** The motion carried unanimously, 7-0.

Deputy Mayor Fantroy-Johnson read the proclamation. Suquamish Tribal Council Treasurer Denita Holmes and her sister accepted the proclamation.

**4) PUBLIC COMMENT**

**4.A Instructions for Providing Public Comment**

[Cover Page](#)

[Instructions for Providing Public Comment at Hybrid Meetings.docx](#)

Fred McGinnis spoke about the site of the new Police and Court Facility.

Cindy Anderson thanked Council for the quarterly report from Police Chief Clark and requested time for the public to ask questions of the Chief.

Ron from the American Legion spoke about an issue in displaying flags for special events along Winslow Way.

**5) CONSENT AGENDA**

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

[Cover Page](#)

Councilmember Moriwaki asked to pull agenda item 5G.

**MOTION:** I move to approve the consent agenda as amended.

**Moriwaki/Schneider:** The motion carried unanimously, 7-0.

- 5.B Approve Accounts Payable and Payroll**  
[Cover Page](#)  
[AP Report to Council of Cash Disbursements 05-25-22.pdf](#)  
[Council Report PR 05-20-22.pdf](#)
- 5.C Approve City Council Meeting Minutes**  
[Cover Page](#)  
[Regular City Council Business Meeting Minutes May 10, 2022.docx](#)
- 5.D Award the 2022 Annual Roads Program Construction Project to the Apparent Low Bidder, Granite Construction Company, and Authorize the City Manager to Execute an Associated Construction Contract (\$477,690.00) - Public Works**  
[Cover Page](#)  
[Annual Roads Program Contract.docx](#)  
[BID FORM.docx](#)  
[Location Map 2022.pdf](#)
- 5.E Authorize the City Manager to Enter into an Interlocal Agreement with Kitsap Transit to Support Marketing and Promotion of the BI Ride Transit Service (\$100,000.00) - Public Works**  
[Cover Page](#)  
[COBI - Kitsap Transit - ILA RE BI Ride Marketing.docx](#)
- 5.F Authorize the City Manager to Execute an Applicant Resolution/Authorization Grant Form with the Washington State Recreation & Conservation Office for the Cooper Creek Fish Passage Restoration Project (\$134,820.00) – Public Works**  
[Cover Page](#)  
[Applicant\\_Authorization\\_Resolution.pdf](#)  
[Project Application Report - 21-1497.pdf](#)  
[Cooper Creek Capital Improvement Plan Project Page\\_Vicinity Map.pdf](#)
- 5.H Set a Public Hearing Date of June 14, 2022 to Consider Adopting Ordinance No. 2022-11, Adopting the Department of Ecology's 2019 Stormwater Management Manual for Western Washington – Public Works**  
[Cover Page](#)  
[Ordinance No. 2022-11 Revising Chapter 15.20 BIMC re Stormwater Mgmt .docx](#)  
[2019 SWMMWW - Executive Summary of the 2019 Revisions and Links to Manual.pdf](#)
- 5.I Adopt Ordinance No. 2022-07, Relating to Amending Chapter 2.20 of the Bainbridge Island Municipal Code in Response to Newly Passed Legislation and to Update Certain Sections Related to Judicial Appointments and Salary Adjustments - Executive**  
[Cover Page](#)  
[Ordinance No. 2022-07 relating to updating Chapter 2.20 BIMC](#)
- Item Removed from the Consent Agenda**
- 5.G Authorize Amendment No.4 to the City's Lease Agreement for the Municipal Court Facility at Rolling Bay (\$83,320.02) - Public Works**  
[Cover Page](#)  
[Contract Amendment No 4 to Municipal Court Lease.docx](#)

Councilmember Moriwaki noted the cost of the lease extension resulting from the delay of the Police and Court Facility.

**MOTION:** I move to authorize that Amendment No. 4 to the City's Lease Agreement for the Municipal Court Facility at Rolling Bay at \$83,320.02, Public Works.

**Moriwaki/Quitslund:** The motion carried unanimously, 7-0.

## 6) COUNCIL ANNOUNCEMENTS

Councilmember Quitslund provided an update on the Utility Advisory Committee and Environmental Technical Advisory Committee. He mentioned a request for a ward meeting.

Councilmember Moriwaki noted that the American Legion Colin Hyde Post recognized Japanese-American veterans after World War II, contrary to the national American Legion's policy at that time.

Deputy Mayor Fantroy-Johnson provided an update on a meeting with residents relating to Housing Kitsap rent increases. She highlighted new exhibits at the Bainbridge Island Historical Museum and noted that she also attended a Creative Districts meeting.

Mayor Deets provided an update on City Advisory Committee interviews. Councilmember Moriwaki will take Councilmember Schneider's place on the interview panel for the Climate Change Advisory Committee.

## 7) CITY MANAGER'S REPORT

City Manager King provided information on a reception for the new Planning and Community Development Director Patricia Charnas on May 31, 2022 at 5:00 p.m. and a groundbreaking ceremony for the Police and Court Facility on June 3, 2022 at noon.

## 8) REGULAR BUSINESS

### **8.A Consider Adoption of Resolution No. 2022-19 Relating to Maintaining the Transportation Benefit Fund Vehicle License Fee of \$30 and Removing City-Imposed Spending Restrictions to Allow Usage of Funds for Any Authorized Purpose under State Law - Finance**

[Cover Page](#)

[Resolution No. 2022-19 Relating to Transportation Benefit Fund Fee.docx](#)

[Resolution No. 2019-06 Directing Use of Additional Vehicle License Fee Revenue Approved 012219.pdf](#)

[Resolution No. 2019-08 \(Formerly Resolution No. 2018-33\), Relating to Transportation Benefit District Fee Increase Approved 012219.pdf](#)

[Transportation\\_Benefit\\_Fundr\\_Renewal\\_for\\_CC\\_\\_05242022\(4\).pptx](#)

City Manager King introduced the agenda item. Finance Director Pitts provided a presentation, and Council discussed the resolution.

Councilmember Schneider proposed an amendment to specify that \$10 of the \$30 fee be used for Sustainable Transportation projects. Deputy Mayor Fantroy-Johnson seconded the motion. The motion failed 4 – 3, with Councilmember Hytopoulos, Moriwaki, Pollock, and Quitslund voting against.

**MOTION:** I move to adopt Resolution No. 2022-19 as is.

**Fantroy-Johnson/Schneider:** The motion carried unanimously, 7-0.

**8.B Consider Recommendations from the Race Equity Advisory Committee for Development and Implementation of a Race Equity Plan and Toolkit, Executive**

[Cover Page](#)

[REAC Recommendation for Race Equity Training Plan and Tools Final](#)

Deputy City Manager Schroer provided a presentation on recommendations from the Race Equity Advisory Committee, and Council discussed the recommendations.

Councilmember Pollock joined the meeting in Council Chambers at 7:18 p.m.

**MOTION:** I move to direct the City Manager to review the recommendations of the Race Equity Advisory Committee and provide to the Council a budget and associated workplan.

**Fantroy-Johnson/Moriwaki:** The motion carried unanimously, 7-0.

**8.C Consider Adopting Ordinance No. 2022-12, Relating to Updating and Codifying by Ordinance the City's Donation Policy - Executive**

[Cover Page](#)

[Ordinance No. 2022-12 Relating to Updating and Codifying a City Donation Policy.docx](#)

City Manager King introduced the agenda item. City Attorney Levan provided additional information, and Council discussed the ordinance.

**MOTION:** I move to adopt Ordinance No. 2022-12.

**Pollock/Moriwaki:** The motion carried unanimously, 7-0.

9) ADJOURNMENT

Mayor Deets adjourned the meeting at 7:39 p.m.

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Joe Deets, Mayor

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Christine Brown, MMC, City Clerk



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:**

**AGENDA ITEM:** Authorize Approval of Supplemental Agreement No. 1 to the Professional Services Agreement with Toole Design Group for the Madison Avenue Sidewalk Improvements Final Design (\$494,004.50 - General Fund \$465,129.50 & Sewer Fund \$28,875.00 ) – Public Works,

**SUMMARY:** City staff is requesting that the City Council authorize the City Manager to execute Supplemental Agreement No. 1 to the Professional Services Agreement with Toole Design Group in the amount of \$494,004.50 for the Madison Avenue Sidewalk Improvements project.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Authorize the City Manager to execute Supplemental Agreement No. 1 to the Professional Services Agreement with Toole Design Group in the amount of \$494,004.50 for the Madison Avenue Sidewalk Improvements project.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	\$494,004.50
<b>Ongoing Cost:</b>	N/A
<b>One-Time Cost:</b>	\$494,004.50
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** On December 14, 2021, the City Council approved a professional services agreement with Toole Design Group in the amount of \$116,388.66 to prepare a preliminary design for the Madison Avenue Sidewalk Improvements project.

This Professional Services Agreement Supplemental Agreement No. 1 is for completion of the design in the amount of \$494,004.50, bringing the revised contract amount to \$610,393.16. The scope of services provided in this amendment supplements and replaces the scope of work under the original contract.

On May 10, 2022, the City Council authorized a direction for the project final design, including a budget amendment to support completing the design documents.

Select slides from the May 10, 2022 presentation to the Council, including additional background on the Council's chosen project scope (based project + alternative 1) are attached to this agenda item. The scope includes raised northbound bike lanes between Wyatt and High School Road, and road reconstruction, sewer improvements, raised northbound bike lanes and sidewalks, and traffic calming between High School Road and New Brooklyn Road. A complete set of preliminary design plans can be found on the City's project page: [www.bainbridgewa.gov/1310](http://www.bainbridgewa.gov/1310).

The Madison Ave Improvements project is included in the City's Sustainable Transportation Plan as a key north/south route connecting downtown Winslow to many of the City's primary destinations, including but not limited to: City Hall; the library; the school campus; the Safeway shopping area; Sakai Park; and the City's future Police and Court facility. The project will address key safety issues for bicyclists and pedestrians, including a pilot of the raised shoulder design that is proposed for other areas of the "Connecting Centers" suite of projects, and will also include traffic calming measures.

**ATTACHMENTS:**

[Supplemental Agreement 1.pdf](#)

[Madison Avenue Sidewalk Original PSA.pdf](#)

[Madison Ave Sidewalk Imp Schedule.pdf](#)

[Madison Ave Project Select Slides 061422.pdf](#)

**FISCAL DETAILS:** Funds: General Fund \$465,129.50 & Sewer Fund \$28,875.00

Notes: At the May 10, 2022 Regular Business Meeting, the City Council authorized a \$3.5M budget amendment for the Madison project, bringing the total transportation portion of the project budget to \$5.62M. The design contract proposed as part of this agenda item also relates to the Village Basin Sewer Improvement project, which has a \$750K construction budget identified in the Capital Improvement Plan (CIP).

**Fund Name(s):** Capital Construction Fund

**Coding:** The Madison Avenue Improvements project is Capital Improvement Plan (CIP) project #1088. The Village Basin Sewer Improvement project is CIP project #1100.



<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

## Attachment A

### MADISON AVENUE FINAL DESIGN

#### SCOPE OF WORK

The Toole Design team (CONSULTANT) will perform the following scope of work as part of the City of Bainbridge Island's (CITY) Madison Avenue project (PROJECT).

#### Project Description

The PROJECT proposes to construct sidewalk, bicycle lanes, sewer force main, roadway rehabilitation, and intersection crossing improvements between Winslow Way and State Route 305, along with all associated utility and stormwater adjustments that may be required. This scope of works is an amendment to the previous 10% design phase. The following scope of work is developed with several placeholder tasks; the exact scope and fee will be approved by a future contract amendment.

#### *City of Bainbridge Island Responsibilities*

1. For those task items to be performed by other CITY agencies and stakeholders, the CITY Project Manager will coordinate and secure the required agreements.
2. The CITY Project Manager will provide, or direct the CONSULTANT to, obtain background data and information as available and as requested by the CONSULTANT.
3. The CITY will maintain the lead role on the project, coordinating with private and governmental agencies with the assistance of the CONSULTANT.
4. The CITY will lead communication with the public regarding the project, including the development of content and maintenance for the project web page.
5. The CITY will obtain additional right of entry agreements for adjacent properties as requested by the CONSULTANT. The CONSULTANT will provide adequate notice of right of entry agreement needs.
6. The CITY will coordinate and establish all temporary easement agreements and supporting documentation; permanent easements are not anticipated to be required to support the design.
7. The CITY will compile all comments from reviewers and provide comments to the CONSULTANT on one marked up set of the submittal and/or one set of written comments on a comment response form (format provided by the CONSULTANT).
8. The CITY will compile the project specifications book, including providing all Division 1 specifications and up-front forms necessary to satisfy Federal Aid and WSDOT requirements. The CONSULTANT will compile Division 2-9 specifications, including special provisions specific to civil, landscape, and utility design; the Division 2-9 specifications will be stamped and signed by the CONSULTANT.
9. The CITY will be responsible for all construction administration services, with assistance as requested by the CONSULTANT.
10. The CITY will coordinate with franchise utilities as needed to review plans.

#### *City of Bainbridge Island-Furnished Services, Information, and Items*

The CITY will make available or direct the CONSULTANT to the following project resources as needed to complete the construction documents:

- Public comments in reference to the project.

- Plans and project schedules for private development in the project area.
- Bainbridge Island Municipal Code, standard plans, and standard specifications.
- GIS information for the project area.
- Geotechnical investigation from adjacent private development in the project area.
- Access to existing record drawing information in the project and adjacent areas, as available.
- Motor vehicle traffic volumes and turning movement counts for the project area.
- Historic bid item unit costs from past projects within the CITY.

### *Assumptions and Responsibilities*

The following assumptions have been made in developing this Scope of Work and Budget. Additional detail specific to individual tasks has been included in the task descriptions.

1. The level of effort is specified in the scope of work and the budgeted labor and expenses are indicated in Exhibit D and E. The budget may be transferred between discipline tasks at the discretion of the CITY Project Manager, provided the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level. Services not included in this scope of services are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in the scope of services. For the purposes of estimating the budget for this scope of work, the following is assumed by the CONSULTANT:
  - a. Drafting standards will conform to CITY Engineering Standards as well as prior projects; where standards are not available, the CONSULTANT will use Toole Design CADD standards; plans will be prepared using 2021 AutoCAD Civil 3D
  - b. Survey and right-of-way services are not required between Winslow Way and Wyatt Way.
  - c. Traffic signal design is not included; rectangular rapid flashing beacons are included.
  - d. Pedestrian and roadway lighting design is not included.
  - e. Geotechnical services are not required; site walls are not anticipated.
  - f. Wetland impacts are not anticipated; mitigation planting and associated permitting is not required.
  - g. The PROJECT will not trigger stormwater flow control or water quality requirements.
  - h. The CONSULTANT will aid in answering bidder questions and the preparation of any bid amendments.
  - i. Construction administration services are identified as an optional task.
  - j. WSDOT will be the approving agency for the NEPA process.
2. For each submittal, the CONSULTANT will conduct a comment resolution meeting with the CITY Project Manager. The following submittal will include responses to comments with incorporation of the comments into the plans.

### **Task 1: Project Management (Supplemented)**

The task consists of project management and coordination meetings. This does not include internal CONSULTANT team meetings or site visits that are held internal to the CONSULTANT team and outside of the CITY; additionally, this does not include comment resolution meetings following milestone submittals (these are part of Task 4, 6, 9 and 10).

The CONSULTANT will conduct biweekly coordination phone calls with the CITY Project Manager for the duration of the design project, which is expected to extend an additional 12 months. These phone calls are opportunities to check-in on the status of various project-related tasks. Phone calls are expected to last no more than 30 minutes and may be cancelled when not necessary. The CONSULTANT may invite subconsultant staff on an as-needed basis.

### Meeting Summary

- Bi-weekly coordination phone calls with CITY Project Manager

### Deliverables

- Monthly progress reports and invoices
- Monthly project schedule maintenance

## Task 2: Stakeholder and Community Outreach (Supplemented)

The CONSULTANT will support stakeholder and community outreach efforts which will be led by the CITY.

### Task 2.1 Engagement Events

For engagement events, the CONSULTANT will develop public engagement materials for the City's use, such as project-specific graphics and explainer material, presentation materials and drawings for up to three meetings, 2 graphics per meeting. The CONSULTANT will participate in up to one meetings or event to provide technical support of City staff and participating in meetings.

### Assumptions

- The CITY will take the lead on scheduling meeting rooms/facilities and providing social media/event promotion material for events
- The CONSULTANT will not attend meetings with the City Council.
- The preliminary roll plot previously developed in Task 5 will be updated and used for stakeholder and community outreach.

### Deliverables

- Draft and final Engagement Materials

## Task 3: Survey

No additional scope or budget for Task 3: Survey in this amendment. A future amendment may include additional survey needs that arise during final design.

## Task 4: Permit and Environmental Review (Supplemented)

### Task 4.1: Environmental Study: Wetland and Stream Investigation

No additional scope or budget for Task 4.1 in this amendment

### Task 4.2: Tree Inventory

No additional scope or budget for Task 4.2 in this amendment

### Task 4.3: NEPA Categorical Exclusion

The CONSULTANT will prepare the necessary documentation to complete NEPA. The CONSULTANT will hold a kickoff meeting with WSDOT early in the process to confirm WSDOT requirements and promote a smooth approval process. The CONSULTANT will prepare a preliminary draft NEPA submittal package for WSDOT review. After receiving WSDOT comments, the CONSULTANT will prepare a revised submittal package for WSDOT review and approval.

#### Assumptions

- WSDOT is the NEPA lead agency.
- NEPA submittal will include a Categorical Exclusion (CE) form. ESA/EFH evaluation will be documented in the CE form or in a no effect letter. A biological assessment is not included. Environmental justice will be documented in the CE form or a letter to file. If 4(f) impacts will occur, the CONSULTANT will help coordinate and prepare documentation for up to two occurrences. However, the CITY will coordinate any necessary authorizations or local procedures. No documents to supplement the CE form other than those specified in this scope or work are included.
- SEPA will not be required on this project.

### Task 4.4: Critical Area Impact Assessment

The CONSULTANT will prepare a Critical Areas Report outlining how the project will comply with COBI wetland and stream critical areas regulations.

#### Assumptions

- The project will avoid all direct impacts causing the loss of wetlands or streams or significantly affecting those areas.
- Wetland/stream impacts will be limited to buffer areas that are non-vegetated or dominated by grass along the road shoulder. As such, no mitigation for impacts to these non- or low-functioning areas will be required by COBI. Mitigation plans are not included in the scope or budget.
- Only wetland/stream critical areas will be evaluated in the CAR. Other critical areas are assumed to be not present within the project area.

### Task 4.5 Arborist Report

The CONSULTANT will prepare an arborist report outlining how the project will comply with COBI tree regulations such as retention and replacement, and tree protection. The arborist report will be furnished for land use permits and will include one round of interdisciplinary review.

#### Assumptions

- This assumes that tree impact, tree protection, tree retention, and tree replacement plan information will be provided in report format, and sheets or figures depicting this information into the plan set will not be required.
- The arborist report includes general coordination with the client and project team but does not include in-depth alternatives analysis for each individual tree in the project area.

## Task 5: Preliminary Design

No additional scope or budget in Task 4: Preliminary Design in this amendment.

## Task 6: Final Design

The final design consists of work to create engineering plans, specifications, and estimates for the project elements that were confirmed during preliminary design. The final design will have separate submittals at 60%, 90% and 100% design levels and quality control reviews will be performed prior to each submittal.

Final design scope and budget related to the sanitary sewer force main will be under Task 12: Sanitary Sewer Final Design.

The preliminary design phase resulted in a construction contracting approach that will include several bid alternates in the final PS&E package. Below is a description of the base bid as well as the bid alternates. The southern segment is from Winslow Way to Wyatt Way, the central segment is from Wyatt Way to High School Road and the northern segment is from High School Road to NE New Brooklyn Road.

### Base Bid

The Base Bid will include:

- Southern segment
  - Narrowing vehicle travel lanes and addition of pavement markings to add bike lane buffer from Winslow Way to the Wyatt Way roundabout.
  - No paving
- Central segment
  - West side ADA improvements
  - Southbound street level bike lanes with concrete buffers in spot locations
  - Northbound sidewalk level bike lanes with new sidewalk
- Northern segment
  - Full depth pavement restoration
  - On street bike lane northbound and southbound
  - Raised crosswalk with RRFB at Kimiko Lane
  - Sewer force main
- NE New Brooklyn to SR305
  - On street bike lanes
  - No paving

Bid Alternate 1 will include:

- Southern segment
  - No changes from Base Bid
- Central segment
  - No changes from Base Bid
- Northern segment

- Raised northbound bike lane with associated paving and drainage upgrades between High School Road and Kimiko Lane
- Sidewalk connection to Sakai Park
- Raised crosswalk and RRFB at Sakai Park
- NE New Brooklyn to SR305
  - No changes from Base Bid

Bid Alternate 2 will include:

- Southern segment
  - No changes from Base Bid
- Central segment
  - No changes from Base Bid
- Northern segment
  - All work in Bid Alternate 1 plus raised southbound bike lane with associated paving and drainage between High School Road and approximately 450 feet north of Kimiko Lane.
- NE New Brooklyn to SR305
  - No changes from Base Bid

Bid Alternate 3 will include:

- Southern segment
  - No changes from Base Bid
- Central segment
  - No changes from Base Bid
- Northern segment
  - No changes from Base Bid
- NE New Brooklyn to SR305
  - Widening existing east side sidewalk to serve as a multi-use path

### Task 6.1: 60% Submittal

The CONSULTANT will prepare 60% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the CITY based on the schematic design roll plot submittal. The plans, specifications, and opinion of cost will be submitted to the CITY for review and comment.

#### Task 6.1.1: 60% Plans

It is anticipated that the 60% plans will consist of the following sheets (120 sheets total):

- Cover Sheet w/ Vicinity Map and Index (1 sheet)
- Notes, Legend and Abbreviations (2 sheets)
- Alignment and Survey Control (7 sheets)
- Right-of-Way Plan (16 sheets) sheets, prepared under Task 10.2 and submitted separately
- Site Preparation/Demolition/Temporary Erosion and Sediment Control Plans (16 sheets)
- Typical Roadway Sections (7 sheets total. 5 base and 2 bid alt.)
- Roadway/Paving Plan/Profile ( 27 sheets total. 14 base and 13 bid alt.)

- Utility Plan (23 sheets total. 15 base and 8 bid alt.)
- Channelization/Signing Plan (15 total. 10 base and 5 bid alt)
- RRFB Plan and Details (3 sheets total. 2 base and 1 bid alt.)
- Landscape/Urban Design Plan (3 sheets)

#### Assumptions

- 60% plans will not include detail sheets for drainage or utility profiles, intersection/ADA curb ramp details, temporary traffic control, or construction sequencing. These will be provided at 90% level.
- 60% right-of-way plans will not be included in the 60% submittal but prepared immediately following CITY review of the 60% submittal.

#### Deliverables

- Electronic copy of the 60% plan set in PDF format

#### Task 6.1.3: 60% Opinion of Cost

The CONSULTANT will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. The CONSULTANT will address applicable review comments from the schematic design cost estimate and make revisions as necessary.

#### Deliverables

- Electronic copy of the 60% opinion of cost summary in PDF format

#### Task 6.1.4: 60% Specifications

The CITY will compile the project specifications book, including all Division 1 specifications and up-front forms necessary to satisfy Federal Aid and WSDOT requirements. The CONSULTANT will compile Division 2-9 specifications, including Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications. Blank bid forms will not be included in the 60% submittal.

#### Deliverables

- Electronic copy of the 60% specifications in Microsoft Word format

#### Task 6.2: 90% Submittal

The CONSULTANT will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the CITY based on the 60% submittal. The plans, specifications, and opinion of cost will be submitted to the CITY or review and comment.

#### Task 6.2.1: Responses to 60% Comments

The CONSULTANT will attend one (1) comment review meeting with CITY staff and provide the CITY with written responses to the CITY's comments. Responses will be provided on the comment documents (format provided by the CONSULTANT).

#### Assumptions

- Review comments from CITY staff will be consolidated by the CITY and conflicting comments will be resolved by CITY staff prior to transmitting to the CONSULTANT.
- The CONSULTANT will attend one (1) comment review meeting at the CITY offices or virtually.

## Deliverables

- Written responses to CITY comments on 60% submittal

## Task 6.2.2: 90% Plans

It is anticipated that the 90% plans will consist of the following sheets (160 sheets total). New sheets since 60% are **bold**.

- Cover Sheet w/ Vicinity Map and Index (1 sheet)
- Notes, Legend and Abbreviations (2 sheets)
- Alignment and Survey Control (7 sheets)
- Right-of-Way Plan (16 sheets) sheets, prepared under Task 10.2)
- Site Preparation/Demolition/Temporary Erosion and Sediment Control Plans (16 sheets)
- Typical Roadway Sections (7 sheets total. 5 base and 2 bid alt.)
- Roadway/Paving Plan/Profile (27 sheets total. 14 base and 13 bid alt.)
- **Driveway Profiles (5 sheets)**
- **Intersection/ADA Curb Ramp Details (12 sheets)**
- **Roadway Details (6 sheets)**
- Utility Plan/**Profile** (23 sheets total. 15 base and 8 bid alt.)
- **Utility Details (6 sheets)**
- Channelization/Signing Plan (15 total. 10 base and 5 bid alt)
- **Channelization/Signing Details (2 sheets)**
- RRFB Plan and Details (3 sheets total. 2 base and 1 bid alt.)
- Landscape/Urban Design Plan (3 sheets)
- **Landscape/Urban Design Details (2 sheets)**
- **Temporary Traffic Control Plan (5 sheets)**
- **Construction Sequencing Plan (5 sheets)**

## Deliverables

- Electronic copy of the 90% plan set in PDF format

## Task 6.2.3: 90% Opinion of Cost

The CONSULTANT will calculate 90% level quantities and opinion of construction costs based upon the approved 90% construction plans and current unit bid prices. The CONSULTANT will address applicable review comments from the 60% cost estimate and make revisions as necessary.

## Deliverables

- Electronic copy of the 90% opinion of cost summary in PDF format

## Task 6.2.4: 90% Specifications

The CONSULTANT will prepare 90% level specifications based upon the 90% design. The CONSULTANT will address applicable 60% review comments and make revisions as necessary. Bid forms will not be included in the 90% submittal.

## Deliverables

- Electronic copy of the 90% specifications in Microsoft Word format

### Task 6.3: 100% Submittal

The CONSULTANT will revise the 90% plans, specifications, and opinion of cost based on the CITY's and WSDOT's comments and prepare a 100% PS&E package. This submittal will include the preparation of the Bid Schedule to be included in the specifications.

The CONSULTANT will submit the 100% PS&E package, including the Bid Schedule, to the CITY and WSDOT for a 100% check print. It is assumed that the 100% review comments will be minor in nature and not reflect significant changes to the design. If there are significant changes to the design or plans, this would be considered an additional service, and a supplement would be required.

#### Task 6.3.1: Responses to 90% Comments

The CONSULTANT will attend one (1) comment review meeting with CITY staff and provide the CITY with written responses to the CITY's comments. Responses will be provided on the comment documents (format provided by the CONSULTANT).

#### Assumptions

- Review comments from CITY staff will be consolidated by the CITY and conflicting comments will be resolved by CITY staff prior to transmitting to the CONSULTANT.
- The CONSULTANT will attend one (1) comment review meeting at the CITY offices or virtually

#### Deliverables

- Written responses to CITY comments on 90% submittal

#### Task 6.3.2: 100% Plans

It is anticipated that the 100% plans will consist of the same sheets as those identified under the 90% design phase.

#### Deliverables

- Electronic copy of the 100% plan set in PDF format

#### Task 6.3.3: 100% Opinion of Cost

The CONSULTANT will calculate 100% level quantities and opinion of construction costs based upon the approved 100% construction plans and current unit bid prices. The CONSULTANT will address applicable review comments from the 90% cost estimate and make revisions as necessary.

#### Deliverables

- Electronic copy of the 100% opinion of cost summary in PDF format

#### Task 6.3.4: 100% Specifications

The CONSULTANT will prepare 100% level specifications based upon the 100% design. The CONSULTANT will address applicable 90% review comments and make revisions as necessary. Bid forms will be filled out with the project quantities for this submittal.

#### Deliverables

- Electronic copy of the 100% specifications, including the Bid Schedule, in PDF format

## Task 6.4: Ad-Ready Bid Documents

The CONSULTANT will finalize the 100% plans, specifications, and opinion of cost estimate based on the CITY's and WSDOT's review comments and prepare final, ad ready, Bid Documents for the CITY's and WSDOT's approval. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design.

### Assumptions

- The CITY will provide one (1) set of compiled and consolidated comments reflective of all CITY comments from the 100% check set submittal. It is assumed that 100% review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, the CONSULTANT may make minor revisions to the Plans, Specifications, and Opinion of Costs. It is assumed that the drainage and ADA standards applying to this project will not be changed.
- WSDOT comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.

### Deliverables

- Electronic copy of the final plans; half size and full-size signed plans, in PDF format
- Electronic copy of the opinion of cost summary submitted in PDF format
- Electronic copy of the final bid documents Contract Specifications, including the Bid Schedule, submitted in PDF format
- Written responses to the final review comments

## Task 7: Advertisement and Bidding

The CONSULTANT will support the CITY during the bidding phase of the project. The CONSULTANT will provide support during advertisement and bidding by responding to bidder questions, and prepare addenda to the package as necessary.

### Task 7.1: Provide Bid Clarifications

The CONSULTANT will respond to Contractor questions as requested by the CITY during the bidding process. The CONSULTANT will provide clarifications to the CITY, which may include Plan sheet revisions, Special Provision language, or information clarification.

### Deliverables

- Written clarifications to bid questions, including text and plan sheet revisions if applicable

### Task 7.2: Addenda

The CONSULTANT will assist the CITY with preparing materials to be included with up to two (2) addenda, as required.

### Assumptions

- The CITY will prepare addenda for distribution during the bidding process.

- The CITY will prepare the bid tabulation.
- The CITY will determine if the bids are responsive or not.
- The CITY will track bid questions and communicate with bidders.
- The CITY will review bid tabulations against the opinion of cost (engineer's estimate).
- The budget assigned for this work element will be limited to the amount designated for this work element.

#### Deliverables

- Materials to be included with addenda, as requested, for up to two (2) addenda
- Written responses to bidder question transmitted via email

## Task 8: Construction Phase Services (Optional Placeholder)

Construction phase services consist of responding to Requests for Information (RFIs), construction material submittals, and creating any necessary design changes associated with these items. These services may also consist of attending meetings in the field with the contractor, performing final punchlist reviews of the constructed project elements, and creating as-built plans. If requested by the CITY, these services will be added under a future contract amendment.

## Task 9: Storm Drainage Design (New Task)

### Task 9.1: Drainage Plan

The CONSULTANT will prepare a draft and final Drainage Plan, conforming to the requirements of the Washington State Department of Ecology's 2012 *Stormwater Management Manual for Western Washington, Amended 2019*, and the City of Bainbridge Island-specific amendments in the Bainbridge Island Municipal Code. The Drainage Plan will describe how the permanent stormwater control plan included in the 60% Design will meet applicable requirements. A site visit will be conducted to perform the off-site analysis. A Construction Stormwater Pollution Prevention Plan (SWPPP) and voluntary water quality facility (if proposed by the City) sizing calculations will be included.

#### Assumptions

- The PROJECT will trigger Minimum Requirements #1 - #5 only; no flow control or water quality treatment will be required.
- There will be one site visit, by one CONSULTANT staff member, for up to 6 hours.
- The Drainage Plan will be submitted to the City after the 60% Deliverable comments have been received and incorporated.

#### Deliverables

- Draft and Final Drainage Plan (in electronic PDF format)

## Task 10: Right-of-Way Services (New Task)

### Task 10.1: Preliminary Right-of-Way Services

Pursuant to 23 CFR 710.203(a)(3) and WSDOT Local Agency Guidelines manual chapter 25.3, certain Right of Way (ROW) activities are eligible for preliminary engineering funds if those activities take place

prior to Nation Environmental Policy Act (NEPA) approval or after NEPA approval but prior to ROW being authorized. The following are applicable preliminary activities eligible for federal funds:

#### Task 10.1.1: Title – Ownership Review

Review title reports provided by the Design Team for confirmation of ownerships and base mapping purposes regarding encumbrances that could cause design conflicts. Upon receipt of title reports, UFS staff will conduct initial reviews of each report to assess future complications during the design and parcel closing process. Parcel Title Summary and Risk Analysis Memos will be prepared for up to twenty (20) separate tax parcels listing encumbrances and exceptions potentially effecting the closing process with recommendations to the City regarding how to resolve each.

#### Deliverables

- Prepare up to twenty (20) Parcel Title Summary and Risk Analysis Memos

#### Task 10.1.2: ROW Planning – Administrative Meetings / Team Coordination

Two UFS ROW staff will participate in a kick-off meeting and participate in four (4) progressive team meetings to offer input to various questions presented by City staff and the Design Team. ROW staff will be available to further provide input on an as-needed basis between team meetings. ROW staff will also coordinate with the Design Team to minimize acquisition impacts to each parcel.

#### Deliverables

- Participate in a Kick-off meeting (2 - UFS Staff / Video Conference call)
- Participate in four (4) progressive team meetings (2 – UFS staff / Video Conference calls)
- Provide input to the project team on an as-needed basis

#### Task 10.1.3: Public Outreach

Assist the City in preparation of a boilerplate “Introduction / Informational Letter” for the City’s delivery on City letterhead to all impacted property owners. Letter to include the purpose of the project, the project schedule, and an introduction of the City’s Project Team. UFS will schedule and attend early “one on one” meetings with owners of the twenty tax parcels as part of a public outreach vetting process to gauge project acceptance, willingness to convey needed real property rights and to share property owner concerns with the Project Team.

#### Deliverables

- Boilerplate “Introduction / Informational letter” for the City’s delivery on City letterhead
- Attend early “one on one” meetings with owners of up to twenty (20) separate tax parcels
- Summary of owner concerns

#### Task 10.1.4: Right of Way Plan Development Support

UFS will coordinate with the Design Team to minimize acquisition impacts to each parcel and to ensure the contents of the ROW plan meet the minimum requirements for ROW Plan development according to WSDOT’s LAG Manual (Appendix 25.170) and ROW Plan Development Guide. Support will include as-needed discussions and two (2) progress reviews with markups of the ROW plan prior to submittal to WSDOT for review and acceptance. UFS will also provide suggestions and recommendations of the various options of real property rights including permanent easements versus fee simple real property rights and recommendations when Temporary Construction Easements may be required for ROW Certification.

## Deliverables

- Provide as-needed input to the design team
- Two (2) Progress Reviews with markups of the ROW Plan

## Assumptions

- UFS will order title reports assuming the Title Company bills the City directly for each report
- City will secure Right-of-Entry Agreements for design related tasks such as land surveying, geotechnical investigations, etc.
- City will provide Right of Way Plans, Drawings, Maps, Exhibits, Right of Way Staking, etc. as necessary

## Task 10.2: Right-of-Way Plans

The CONSULTANT will prepare draft and final right-of-way plans. Draft right-of-way plans will be prepared once the 60% design plans have been submitted to the CITY and 60% review comments have been received by the CONSULTANT. Final right-of-way plans will be completed once negotiations have been finalized with the property owners.

## Assumptions

- Right-of-way plans are intended for the CITY's records and WSDOT approval. Parcel exhibits and legal descriptions will be prepared for the appraisals, for negotiations with property owners, and for final acquisition documents. Parcel exhibits will be prepared under a separate subtask in a future supplement.

## Deliverables

- Draft and final of the right-of-way plans per WSDOT's Local Agency Guidelines Manual

## Task 10.3: Final Right-of-Way Services (Placeholder)

Once right-of-way impacts are understood at the 60% design level, a scope and fee will be developed for final right-of-way services and added to contract through an amendment.

## Task 10.4: Right-of-Way Negotiations Design Support (Placeholder)

Once right-of-way impacts are understood at the 60% design level, a scope and fee will be developed for right-of-way negotiations and added to contract through an amendment.

## Task 10.5: Legal Descriptions and Parcel Exhibits (Placeholder)

Once right-of-way impacts are understood at the 60% design level, a scope and fee will be developed for preparation of legal descriptions and parcel exhibits and added to contract through an amendment.

## Task 11: Maximum Extent Feasible (MEF) Documentation (New Task)

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, an MEF Document must be prepared as part of the project documentation. The CONSULTANT will prepare a designed conditions MEF document for the project. Justification will be provided as part of the documentation.

The CONSULTANT will prepare design MEF documentation for the CITY's documentation. The MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.
- Design Standards – this will be a general statement identifying the guidelines/manuals used and the criteria to be met for pedestrian facilities.
- Summary of Facilities and Evaluation – this will be a short summary of the facilities that will be evaluated, including a general statement that the project design was intended to be compliant, then identifying specific elements that are non-compliant and a justification for the reason(s) why.
- Summary of proposed design and compliancy for curb ramps, pedestrian crossings, driveways, sidewalks, and pedestrian signals, as applicable.
- The CONSULTANT will provide a draft MEF Document for the City to review. The CONSULTANT will incorporate the review comments into a final MEF Document.

This task provides for the preparation of the design MEF document, which will reflect the CONSULTANT's designed improvements, and will be provided to the CITY. Upon completion of construction, it is recommended that the design MEF document be modified to reflect the constructed improvements as the constructed MEF document. This Scope of Services does not include work to revise the design MEF document and produce the constructed MEF document.

#### Assumptions

- The Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliancy" for each ramp, as necessary.

#### Deliverables

- One (1) electronic copy of the Draft MEF Document in PDF format
- One (1) electronic copy of the Final MEF Document in PDF format

## Task 12: Sanitary Sewer Final Design

This Task consists of final design for the sanitary sewer force main and incorporation into the construction documents. All assumptions and deliverables are the same as Task 6: Final Design

Task 12.1: 60% Submittal

Task 12.2: 90% Submittal

Task 12.3: 100% Submittal

Task 12.4: Ad-Ready Bid Documents

**Madison Avenue Final Design**

City of Bainbridge Island  
 Toole Design Group Project No. 70178  
 May 26, 2022  
 Hours and Budget Estimate

	Hourly Subtotals					Fee Subtotals	
	Toole Design	Watershed	BHC Stormwater	BHC Sewer	UFS		
Total Hours	\$ 331,432.28	\$ 27,620.00	\$ 79,851.00	\$ 28,875.00	\$ 23,451.22		\$ 491,229.50
	2004	198	561	192	312	3267	
<b>Task 1 - Project Management (Toole, Watershed, BHC, UFS)</b>							
Project coordination and management	\$ 11,334.44	\$ -	\$ 7,061.00	\$ -	\$ -	99	\$ 18,395.44
Invoices, progress reports, schedule maintenance	\$ 6,919.44	\$ -	\$ 4,710.00	\$ -	\$ -	66	\$ 11,629.44
<b>Task 1 Totals</b>	\$ 18,253.88	\$ -	\$ 11,771.00	\$ -	\$ -	165	\$ 30,024.88
<b>Task 2 - Stakeholder and Community Outreach (Toole)</b>							
Task 2.1: Engagement Events	\$ 4,895.02	\$ -	\$ -	\$ -	\$ -	28	\$ 4,895.02
<b>Task 2 Totals</b>	\$ 4,895.02	\$ -	\$ -	\$ -	\$ -	28	\$ 4,895.02
<b>Task 3 - Survey (DHA)</b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
<b>Task 3 Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
<b>Task 4 - Permit and Environmental Review (Watershed)</b>							
4.3: NEPA Categorical Exclusion	\$ -	\$ 11,170.00	\$ -	\$ -	\$ -	71	\$ 11,170.00
4.4: Critical Area Impact Assessment and Mitigation Planning	\$ -	\$ 6,410.00	\$ -	\$ -	\$ -	43	\$ 6,410.00
4.5: Arborist Report	\$ -	\$ 10,040.00	\$ -	\$ -	\$ -	84	\$ 10,040.00
<b>Task 4 Totals</b>	\$ -	\$ 27,620.00	\$ -	\$ -	\$ -	198	\$ 27,620.00
<b>Task 6 - Final Design (Toole, BHC)</b>							
6.1.1: 60% Plans	\$ 81,279.38	\$ -	\$ 24,711.00	\$ -	\$ -	674	\$ 105,990.38
6.1.2: 60% Opinion of Cost	\$ 9,421.48	\$ -	\$ 2,112.00	\$ -	\$ -	74	\$ 11,533.48
6.1.3: 60% Specifications	\$ 8,728.36	\$ -	\$ 452.00	\$ -	\$ -	54	\$ 9,180.36
6.2.1: Responses to 60% Comments	\$ 2,245.90	\$ -	\$ -	\$ -	\$ -	14	\$ 2,245.90
6.2.2: 90% Plans	\$ 95,070.00	\$ -	\$ 8,760.00	\$ -	\$ -	649	\$ 103,830.00
6.2.3: 90% Opinion of Cost	\$ 2,245.90	\$ -	\$ 2,001.00	\$ -	\$ -	29	\$ 4,246.90
6.2.4: 90% Specifications	\$ 7,343.28	\$ -	\$ 1,738.00	\$ -	\$ -	56	\$ 9,081.28
6.3.1: Responses to 90% Comments	\$ 2,245.90	\$ -	\$ -	\$ -	\$ -	14	\$ 2,245.90
6.3.2: 100% Plans	\$ 44,606.20	\$ -	\$ 6,348.00	\$ -	\$ -	321	\$ 50,954.20
6.3.3: 100% Opinion of Cost	\$ 2,816.30	\$ -	\$ 639.00	\$ -	\$ -	22	\$ 3,455.30
6.3.4: 100% Specifications	\$ 5,958.20	\$ -	\$ 758.00	\$ -	\$ -	40	\$ 6,716.20
6.4.1: Responses to 100% Comments	\$ 2,663.78	\$ -	\$ -	\$ -	\$ -	16	\$ 2,663.78
6.4.2: Final Plans	\$ 9,303.92	\$ -	\$ 3,810.00	\$ -	\$ -	83	\$ 13,113.92
6.4.3: Final Opinion of Cost	\$ 1,512.62	\$ -	\$ 306.00	\$ -	\$ -	11	\$ 1,818.62
6.4.4: Final Specifications	\$ 3,188.04	\$ -	\$ 341.00	\$ -	\$ -	21	\$ 3,529.04
<b>Task 6 Totals</b>	\$ 278,629.26	\$ -	\$ 51,976.00	\$ -	\$ -	2078	\$ 330,605.26
<b>Task 7 - Advertisement and Bidding (Toole, BHC)</b>							
7.1: Clarifications to Bid Questions	\$ 3,594.00	\$ -	\$ -	\$ -	\$ -	18	\$ 3,594.00
7.2: Addenda	\$ 7,013.88	\$ -	\$ 5,498.00	\$ -	\$ -	76	\$ 12,511.88
<b>Task 7 Totals</b>	\$ 10,607.88	\$ -	\$ 5,498.00	\$ -	\$ -	94	\$ 16,105.88
<b>Task 8 - Construction Phase Services (Placeholder)</b>							
	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
<b>Task 8 Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
<b>Task 9 - Storm Drainage Design (BHC)</b>							
9.1: Drainage Plan	\$ -	\$ -	\$ 10,606.00	\$ -	\$ -	78	\$ 10,606.00
<b>Task 9 Totals</b>	\$ -	\$ -	\$ 10,606.00	\$ -	\$ -	78	\$ 10,606.00
<b>Task 10 - Right-of-Way Services (UFS, Toole)</b>							
10.1: Preliminary Activities (UFS)	\$ -	\$ -	\$ -	\$ -	\$ 23,451.22	0	\$ 23,451.22
10.2: ROW Plans (Toole)	\$ 14,570.32	\$ -	\$ -	\$ -	\$ -	92	\$ 14,570.32
<b>Task 10 Totals</b>	\$ 14,570.32	\$ -	\$ -	\$ -	\$ 23,451.22	92	\$ 38,021.54
<b>Task 11 - Maximum Extent Feasible (MEF) Documentation (Toole)</b>							
11.1: Draft MEF Documentation	\$ 2,791.74	\$ -	\$ -	\$ -	\$ -	331	\$ 2,791.74
11.2: Final MEF Documentation	\$ 1,684.18	\$ -	\$ -	\$ -	\$ -	11	\$ 1,684.18
<b>Task 11 Totals</b>	\$ 4,475.92	\$ -	\$ -	\$ -	\$ -	342	\$ 4,475.92
<b>Task 12 - Sanitary Sewer Final Design (BHC)</b>							
12.1: 60% Submittal	\$ -	\$ -	\$ -	\$ 14,124.00	\$ -	94	\$ 14,124.00
12.2: 90% Submittal	\$ -	\$ -	\$ -	\$ 7,512.00	\$ -	50	\$ 7,512.00
12.3: 100% Submittal	\$ -	\$ -	\$ -	\$ 4,413.00	\$ -	30	\$ 4,413.00
12.4: Final Submittal	\$ -	\$ -	\$ -	\$ 2,826.00	\$ -	18	\$ 2,826.00
<b>Task 12 Totals</b>	\$ -	\$ -	\$ -	\$ 28,875.00	\$ -	192	\$ 28,875.00
<b>Task 1-12 Subtotal (Hours)</b>	2,004	198	561	192	312	3267	
<b>Task 1-12 Subtotal (Fee)</b>	\$ 331,432.28	\$ 27,620.00	\$ 79,851.00	\$ 28,875.00	\$ 23,451.22	\$ 491,229.50	

**Direct Expenses**

Travel and Per Diem	\$ 500.00	\$ -	\$ 100.00	\$ -	\$ 585.00		
Reproduction Expenses	\$ -	\$ -	\$ 1,090.00	\$ -	\$ -		
Computer Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		
Communication	\$ -	\$ -	\$ -	\$ -	\$ -		
Sampling and Testing	\$ -	\$ -	\$ -	\$ -	\$ -		
Subconsultants	\$ -	\$ -	\$ -	\$ -	\$ -		
Other	\$ -	\$ -	\$ -	\$ -	\$ 500.00		
<b>Total</b>	\$ 500.00	\$ -	\$ 1,190.00	\$ -	\$ 1,085.00	\$ 2,775.00	

<b>Total</b>	\$ 331,932.28	\$ 27,620.00	\$ 81,041.00	\$ 28,875.00	\$ 24,536.22	\$ 494,004.50	
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Design \$ 454,897.96  
 ROW \$ 39,106.54

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's): <b>Toole Design Group, LLC</b>	
Address 8484 Georgia Ave, Ste 800, Silver Spring, MD 20910	Federal Aid Number
UBI Number <b>602611046</b>	Federal TIN <b>050545429</b>
Execution Date 12/20/2021	Completion Date <b>12/31/23</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Madison Avenue Sidewalks</b>	
Description of Work As shown on attached Exhibit A.  Services include the completion of a schematic design for the preferred corridor improvements, and a final design package (plans, specifications, and estimates). The schematic design and supporting tasks are included in the current fee, while the final design package elements are left as placeholders.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$116,388.66	

## Index of Exhibits

- Exhibit A     Scope of Work
- Exhibit B     DBE Participation
- Exhibit C     Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D     Prime Consultant Cost Computations
- Exhibit E     Sub-consultant Cost Computations
- Exhibit F     Title VI Assurances
- Exhibit G     Certification Documents
- ~~Exhibit H     Liability Insurance Increase~~
- Exhibit I     Alleged Consultant Design Error Procedures
- Exhibit J     Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Bainbridge Island, WA, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

### **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

### **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

### **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:  
Name: Chris Wierzbicki, PE  
Agency: City of Bainbridge Island  
Address: 280 Madison Ave N  
City: Bainbridge Is. State: WA Zip: 98110  
Email: [cwierzbicki@bainbridgewa.gov](mailto:cwierzbicki@bainbridgewa.gov)  
Phone: 206.780.3718  
Facsimile:

If to CONSULTANT:  
Name: Emmy Klint-Gassner  
Agency: Toole Design Group  
Address: 8484 Georgia Ave, Suite 800  
City: Silver Spring State: MD Zip: 20910  
Email: [contracts@tooledesign.com](mailto:contracts@tooledesign.com)

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chris Wierzbicki, PE  
 Agency: City of Bainbridge Island  
 Address: 280 Madison Ave N  
 City: Bainbridge Island State: WA Zip: 98110  
 Email: cwierzbicki@bainbridgewa.gov  
 Phone: 206.780.3718  
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

  
\_\_\_\_\_  
Signature

12/20/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Dec 22, 2021  
\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No.

## Exhibit A

### MADISON AVENUE FINAL DESIGN

#### SCOPE OF WORK

The Toole Design team (CONSULTANT) will perform the following scope of work as part of the City of Bainbridge Island's (CITY) Madison Avenue project (PROJECT).

##### Project Description

The PROJECT proposes to construct sidewalk, bicycle lanes, sewer force main, roadway rehabilitation, and intersection crossing improvements between Winslow Way and State Route 305, along with all associated utility and stormwater adjustments that may be required. The following scope of work is developed with placeholder tasks following the preliminary design; the exact scope and fee will be approved by a contract amendment once the preliminary design has been presented to the City Council and public, and the project elements are confirmed.

##### *City of Bainbridge Island Responsibilities*

1. For those task items to be performed by other CITY agencies and stakeholders, the CITY Project Manager will coordinate and secure the required agreements.
2. The CITY Project Manager will provide, or direct the CONSULTANT to, obtain background data and information as available and as requested by the CONSULTANT.
3. The CITY will maintain the lead role on the project, coordinating with private and governmental agencies with the assistance of the CONSULTANT.
4. The CITY will lead communication with the public regarding the project, including the development of content and maintenance for the project web page.
5. The CITY will obtain additional right of entry agreements for adjacent properties as requested by the CONSULTANT. The CONSULTANT will provide adequate notice of right of entry agreement needs.
6. The CITY will coordinate and establish all temporary easement agreements and supporting documentation; permanent easements are not anticipated to be required to support the design.
7. The CITY will compile all comments from reviewers and provide comments to the CONSULTANT on one marked up set of the submittal and/or one set of written comments on a comment response form (format provided by the CONSULTANT).
8. The CITY will compile the project specifications book, including providing all Division 1 specifications and up-front forms necessary to satisfy Federal Aid and WSDOT requirements. The CONSULTANT will compile Division 2-9 specifications, including special provisions specific to civil, landscape, and utility design; the Division 2-9 specifications will be stamped and signed by the CONSULTANT.
9. The CITY will be responsible for all construction administration services, with assistance as requested by the CONSULTANT.
10. The CITY will coordinate with franchise utilities as needed to review plans.

##### *City of Bainbridge Island-Furnished Services, Information, and Items*

The CITY will make available or direct the CONSULTANT to the following project resources as needed to complete the construction documents:

- Public comments in reference to the project.
- Plans and project schedules for private development in the project area.
- Bainbridge Island Municipal Code, standard plans, and standard specifications.
- GIS information for the project area.
- Geotechnical investigation from adjacent private development in the project area.
- Access to existing record drawing information in the project and adjacent areas, as available.
- Motor vehicle traffic volumes and turning movement counts for the project area.
- Historic bid item unit costs from past projects within the CITY.

#### *Assumptions and Responsibilities*

The following assumptions have been made in developing this Scope of Work and Budget. Additional detail specific to individual tasks has been included in the task descriptions.

1. The level of effort is specified in the scope of work and the budgeted labor and expenses are indicated in Exhibit D and E. The budget may be transferred between discipline tasks at the discretion of the CITY Project Manager, provided the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level. Services not included in this scope of services are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in the scope of services. For the purposes of estimating the budget for this scope of work, the following is assumed by the CONSULTANT:
  - a. Drafting standards will conform to CITY Engineering Standards as well as prior projects; where standards are not available, the CONSULTANT will use Toole Design CADD standards; plans will be prepared using 2021 AutoCAD Civil 3D
  - b. Survey and right-of-way services are not required between Winslow Way and Wyatt Way.
  - c. Traffic signal design is not included; rectangular rapid flashing beacons are included.
  - d. Pedestrian and roadway lighting design is not included.
  - e. Geotechnical services are not required; site walls are not anticipated.
  - f. Wetland impacts are not anticipated; mitigation planting and associated permitting is not required.
  - g. The CONSULTANT will aid in answering bidder questions and the preparation of any bid amendments.
  - h. Construction administration services are identified as an optional task.
  - i. The preparation of a SEPA checklist is not required; WSDOT will be the approving agency for the NEPA process.
2. For each submittal, the CONSULTANT will conduct a comment resolution meeting with the CITY Project Manager. The following submittal will include responses to comments with incorporation of the comments into the plans.

#### Task 1: Project Management

The task consists of project management and coordination meetings. This does not include internal CONSULTANT team meetings or site visits that are held internal to the CONSULTANT team and outside of the CITY; additionally, this does not include comment resolution meetings following milestone submittals (these are part of Task 4 and 5).

The CONSULTANT will attend and participate in a kickoff meeting with the CITY Project Manager and any necessary CITY staff. The goal of this meeting is to verify the design standards and guidance that may be applicable to the project scope.

The CONSULTANT will conduct biweekly coordination phone calls with the CITY Project Manager for the duration of the design project, which is expected to be 12 months. These phone calls are opportunities to check-in on the status of various project-related tasks. Phone calls are expected to last no more than 30 minutes, and may be cancelled when not necessary.

#### *Meeting Summary*

- Project Coordination kick-off meeting with CITY staff
- Weekly coordination phone calls with CITY Project Manager

#### *Deliverables*

- Monthly progress reports and invoices
- Project management plan and schedule maintenance

#### Task 2: Stakeholder and Community Outreach

The CONSULTANT will support stakeholder and community outreach efforts which will be led by the CITY. As a first step, the CONSULTANT will prepare a brief Stakeholder and Community Outreach Plan, with input from CITY. This plan will provide goals and strategies and outline roles and responsibilities for stakeholder and community outreach and events. It is anticipated that the focus of outreach and events will need to be tailored to the final project elements. The CONSULTANT anticipates supporting CITY staff with the following engagement events/strategies following the preliminary design:

1. Conduct a business owner survey
2. Conduct outreach events with the community
3. Create project specific graphics and explainer material
4. Coordinate with CITY staff
5. Present to the City Council

For the purposes of the preliminary design, the CONSULTANT will support CITY staff by attending public outreach events and meetings with the Sustainable Transportation Plan task force to present the design elements.

#### *Assumptions*

- The CITY will take the lead on scheduling meeting rooms/facilities and providing social media/event promotion material for events
- The CONSULTANT will not attend meetings with the City Council.
- The Deliverables identified in Task 5.2 will be used for stakeholder and community outreach, and additional graphics and work products are not necessary to support the current scope of work.

#### *Deliverables*

- Draft and final Stakeholder and Community Outreach Plan

### Task 3: Survey and Right-of-way Services

The CONSULTANT will research all recorded surveys, right-of-way records and plat within the adjoining subject property; research easements across the subject property; and review the legal description.

The CONSULTANT will research the CITY & Kitsap County records to recover the monumentation controlling the site and establish a horizontal datum. The CONSULTANT will tie to at least two (2) local control monuments and reference them on the final drawings. These monuments will serve as the basis of horizontal coordinates using NAD 83/2011 horizontal control; vertical coordinates will use NAVD 88.

The CONSULTANT will recover and verify existing original monuments and include those locations on the survey. Survey limits will be approximately 3,300 linear feet along Madison Avenue between SR 305 on the north and High School Road on the south. The limits will extend 10 feet beyond the right-of-way and will extend 25 feet beyond the right-of-way at driveways. At intersections, the limits of survey will extend 100 feet beyond the point of tangency on the curb return.

Topographic survey will include ground elevations with contours at one-foot intervals and elevations expressed to the nearest one-hundredth of a foot (0.01') for all hard surfaces and one-tenth (0.1') for all soft surfaces. Spot elevations for all grade breaks at all curb ramps, driveways, and raised pedestrian crossings will be provided. Spot elevations at a maximum spacing of 35 feet along the curblines (flow line) and crown of the roadway will be provided. Spot elevations for each curb ramp at the midpoint, ramp edges, and ends of flares along the curbline.

The location of all visible surface improvements will be provided, including:

- Streets, driveways, sidewalk, and other pavements (including material type delineation)
- Pavement markings, signposts, and signs (including sign material and sign face legend)
- Structures (including buildings, fences, retaining walls, etc.)
- All trees in non-forested areas, regardless of size (including location, type, Diameter at Breast Height (DBH), and drip line)
- Forested area trees larger than six (6) inch measured at DBH (4.5 feet above ground) (including location, type, DBH, and drip line of forested area)
- Shrubs (including location and type), planting beds, landscaping, etc.
- Surface elements such as poles, pedestals, boxes, manholes, hydrants, valves, inlets, etc. (including service type such as sewer, drain, water, overhead wires, etc.)
- Depth, flow direction, and pipe inverts for all visible storm drains, culverts, sanitary sewers, and other gravity piping
- Location of any other underground utilities prepared by others (One-Call)

The CONSULTANT will prepare a 1"=20' AutoCAD Civil 3D 2020 file showing at one-foot contours. Property lines & right-of-way will be shown.

#### *Assumptions*

- One-Call will be used for underground utility locates; this service will be managed by the CONSULTANT.
- The CONSULTANT will only extend survey 100 feet beyond the point of tangency of the curb return at intersections; this can be extended in future amendments.
- The CITY will obtain right of entry for work occurring on private property.

- The CONSULTANT will have permission to conduct any minor “brushing” with machetes as necessary to move within the project limits safely.
- The CONSULTANT team will conduct a survey verifications field visit after the draft survey is complete

#### *Deliverables*

- Draft and final (stamped and sealed) topographic, utility, and site survey, including:
  - Electronic, AutoCAD 2020 compatible files
  - Electronic PDF of plans at 1”=20’ scale
  - Model with the existing surface used to generate the contours
  - Survey control data summary and legend

#### Task 4: Permit and Environmental Review

The CONSULTANT will provide permitting support for the project; this is expected to consist of permits required by WSDOT to meet the requirements of the grant funding, local permits, and environmental documentation to comply with the National Environmental Policy Act (NEPA), and other state and federal regulations; some of the subtasks are placeholders which will be amended once the design elements are confirmed.

For WSDOT and local permits, the CITY will lead the permitting process, with support from the CONSULTANT.

#### Task 4.1: Environmental Study: Wetland and Stream Investigation

The CONSULTANT will conduct one site visit to delineate, and flag any wetland and stream boundaries that may encumber the project area between High School Road and SR 305. The largest buffer imposed by City of Bainbridge Island is 300-feet. During the site visit, the CONSULTANT will also verify lack of wetlands and streams south of High School Road. Wetland and stream determination methods will be consistent with the definition(s) and requirements of local, state, and federal agencies.

The CONSULTANT will prepare a field sketch that indicates the location(s) of delineation flags for use by surveyors (Task 3).

The CONSULTANT will classify identified features according to City of Bainbridge Island regulations. Wetlands in City of Bainbridge Island are currently classified according to the 2014 Western Washington Wetland Rating System (Ecology Publication 14-06-029).

The CONSULTANT will prepare a delineation report that summarizes findings and details applicable local, state, and federal implications of findings, including required buffer widths.

The CONSULTANT will prepare a wetland delineation map figure to accompany the report.

#### *Assumptions*

- No additional wetlands or streams are mapped to occur south of High School Road. If additional features are noted, an attempt will be made to delineate them within the proposed budget.
- Access permission for the study area, will be obtained by the CITY.
- CONSULTANT will complete 2014 Ecology Rating Forms and Figures for up to two wetlands.
- Deliverables will be provided as PDF files.

*Deliverables*

- Wetland/stream delineation sketch (PDF)
- Wetland/stream delineation report with map (PDF)

Task 4.2: Tree Inventory

The CONSULTANT will conduct an inventory of significant trees within the project area. Trees will be tagged with a 1-1/4" aluminum tag with a unique identification number on the trunk. Attribute information to be collected will include species, general tree health, diameter at breast height (DBH), canopy radius (i.e., drip line) and height. All trees will be visually assessed using current Level I ISA standards to evaluate current condition.

The CONSULTANT will prepare summarize the findings of the tree inventory efforts in a letter-style report.

*Assumptions*

- Level II or III ISA assessment of trees will not occur.

*Deliverables*

- Tree Inventory Report
- Tree Protection Plan

Task 4.3: NEPA Categorical Exclusion (Placeholder)

The CONSULTANT will prepare the necessary documentation to complete NEPA; the scope of work will be determined once the design elements are confirmed.

Task 4.4: Critical Area Impact Assessment and Mitigation Planning (Placeholder)

The CONSULTANT will prepare the necessary documentation for critical area impacts and mitigation planning options once the design elements are confirmed.

Task 5: Preliminary Design

Task 5.1: Basis of Design

The CONSULTANT will review relevant design guidance and standards and prepare documentation describing the expected basis of design for the project; this will, in part, be based on feedback received during the project coordination kickoff meeting (Task 1). The basis of design will describe expected design criteria to be confirmed by CITY staff. The following are items expected to be included in the basis of design:

- Utility location review and documentation
- ADA documentation
- Bus stop design documentation
- Separated bicycle lane design documentation
- Stormwater requirements documentation

*Assumptions*

- The CONSULTANT will perform field verification of the existing conditions during this task.

#### *Deliverables*

- Draft and final Basis of Design Documentation

#### Task 5.2: Schematic Design

Following Task 5.1, the CONSULTANT will prepare an illustrative schematic design of the entire project corridor (a roll plot) and supporting cross sections. The schematic design is expected to reflect preliminary engineering based on the topographic and utility survey of the corridor. The goal of the schematic design is to communicate the entire project scope to the City Council and public, as well as refine the estimate of probable construction cost.

The following design elements will be included in the schematic design:

- South Segment: Winslow Way to Wyatt Way
  - Separated or buffered bicycle lanes within the existing roadway (not moving curbs)
- Central Segment: Wyatt Way to High School Road
  - Sidewalk reconstruction on the east side of Madison Ave
  - Sidewalk modifications on the west side of Madison to meet accessibility requirements
  - Separated bicycle lanes
- North Segment: High School Road to State Route 305
  - Sewer Force main from High School Rd to New Brooklyn
  - Pavement rehabilitation of the existing roadway from High School Rd to New Brooklyn, including within the roundabout at High School Road
  - Bicycle lanes
  - Crossing improvements at Sakai Park and Sakai Village

#### *Assumptions*

- The project will minimize disturbance to the existing wetlands and streams; construction within wetland buffers is likely.
- The project will not trigger stormwater flow control or water quality requirements.
- The schematic design will depict expected tree impacts; the project will strive for minimal tree impacts.

#### *Deliverables*

- Illustrative, schematic design corridor roll plot and supporting cross sections
- Opinion of Probable Construction Cost

#### Task 6: Final Design (Placeholder)

The final design consists of work to create engineering plans, specifications, estimates, and supporting documents (i.e. stormwater reports) for the project elements that are confirmed following the preliminary design. The final design will have separate submittals at 30%, 60%, 90% and 100% design levels. The number of sheets that will be required to support the submittals will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

Task 6.1: 30% Submittal (Placeholder)

Task 6.2: 60% Submittal (Placeholder)

Task 6.3: 90% Submittal (Placeholder)

Task 6.4: 100%/Bid Set Submittals (Placeholder)

Task 7: Advertisement and Bidding (Placeholder)

Support during advertisement and bidding consists of answering bidder questions and creating addendum to the plans and specifications that may be necessary. The level of effort for this task will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

Task 8: Construction Phase Services (Placeholder):

Construction phase services consist of responding to Requests for Information (RFIs), construction material submittals, and creating any necessary design changes associated with these items. These services may also consist of attending meetings in the field with the contractor, performing final punchlist reviews of the constructed project elements, and creating as-built plans. The level of effort for this task will be determined once project elements are confirmed. The scope and fee will be approved by contract amendment.

**Exhibit B**  
**DBE Participation Plan**

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In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There is no mandatory DBE goal as there is no federal funding for the design phase of the project.

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

**I. Surveying, Roadway Design & Plans Preparation Section**

**A. Survey Data**

Standard: City of Bainbridge Island Datum Control, State Plane Coordinate System

Format: Basemap in AutoCAD Civil 3D 2020 software

Transmission: FTP, Email, Sharepoint

**B. Roadway Design Files**

Standard: City of Bainbridge Island, AASHTO, WSDOT Design Manual

Format: Basemap in AutoCAD Civil 3D 2020 software, Word, and Excel

Transmission: FTP, Email, Sharepoint

**C. Computer Aided Drafting Files**

Standard: Toole Design Group Drafting Standards, City of Bainbridge Island Title Block Format

Format: Basemap in AutoCAD Civil 3D 2020 software

Transmission: FTP, Email, Sharepoint

**D. Specify the Agency's Right to Review Product with the Consultant**

City will review and comment on all design submittals referenced in the Scope of Work - Exhibit A.

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**E. Specify the Electronic Deliverables to Be Provided to the Agency**

Deliverables outlined in the Scope of Work - Exhibit A.

**F. Specify What Agency Furnished Services and Information Is to Be Provided**

See Exhibit A, Scope of Work, for Agency furnished services and information.

**II. Any Other Electronic Files to Be Provided**

Excel spreadsheets  
Word documents  
PDF files

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**III. Methods to Electronically Exchange Data**

Email, FTP site

A. Agency Software Suite

N/A

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B. Electronic Messaging System

N/A

C. File Transfers Format

Electronic transfer via email or FTP site (i.e. Sharepoint)

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached.

**Exhibit D**

**Consultant Fee Determination**

Project Name: Madison Avenue Final Design  
 Project Number:  
 Consultant: Toole Design Group, LLC

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead 174%</b>	<b>Fee (Profit) 31%</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Principal in Charge	4	\$ 72.17	\$125.78	\$22.08	\$220.03	\$880.13
Engineering Lead	6	\$ 71.39	\$124.42	\$21.85	\$217.65	\$1,305.92
Senior Engineer	78	\$ 56.71	\$98.83	\$17.35	\$172.90	\$13,486.00
Project Engineer		\$ 54.15	\$94.37	\$16.57	\$165.09	
Engineer III	32	\$ 41.99	\$73.18	\$12.85	\$128.02	\$4,096.61
Engineer II	52	\$ 36.31	\$63.28	\$11.11	\$110.70	\$5,756.50
Engineer	36	\$ 33.76	\$58.84	\$10.33	\$102.93	\$3,705.39
Senior Landscape Architect	12	\$ 48.06	\$83.76	\$14.71	\$146.53	\$1,758.30
Project Planner	10	\$ 52.30	\$91.15	\$16.00	\$159.45	\$1,594.52
<b>Total Hours</b>	<b>230</b>				<b>Subtotal:</b>	<b>\$32,583.38</b>
<b>REIMBURSABLES</b>						
Mileage						\$200
Rental Car						
Reproduction (copies, plots, etc.)						
Miscellaneous						
<b>Subtotal:</b>						<b>\$200</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>						
BHC Consultants						\$27,071
The Watershed Company						\$12,388
Duane Hartman and Associates						\$44,146
<b>Subtotal:</b>						<b>\$83,605</b>

**Total:** \$116,388.66

**Contingency:**

**GRAND TOTAL:** \$116,388.66



Washington State  
Department of Transportation

Development Division  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6385  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 17, 2020

Toole Design Group, LLC  
8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Julie Albright:

We have accepted your firm's FYE 2019 Indirect Cost Rate (ICR) of 174.28% of direct labor (rate includes 0.11% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by MacConel & Dodd. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**Madison Avenue Final Design**

City of Bainbridge Island  
 Toole Design Group Project No. 701XX  
 November 1, 2021  
 Hours and Budget Estimate

**Work Element Description**

**Task 1 - Project Management**

Meetings  
 Invoices, schedule, management plan  
*Task 1 Totals*

**Task 2 - Stakeholder and Community Engagement**

Stakeholder and Community Outreach Plan  
*Task 2 Totals*

**Task 3 - Survey and Right-of-way Services**

Survey and Right-of-way Services  
*Task 3 Totals*

**Task 4 - Permit and Environmental Review**

Environmental Study: Wetland and Stream Investigation  
 Tree Inventory  
 NEPA Categorical Exclusion (Placeholder)  
 Critical Areas Impact Assessment and Mitigation Planning (Placeholder)  
*Task 4 Totals*

**Task 5 - Preliminary Design and 30% Submittal**

5.1: Basis of Design  
*Basis of Design Documentation*

5.2: Schematic Design  
*Illustrative roll plot and cross sections*  
*Opinion of probable construction cost*  
*Task 5 Totals*

**Task 6 - Final Design (Placeholder)**

*Task 6 Totals*

**Task 7 - Advertisement and Bidding (Placeholder)**

*Task 7 Totals*

*Subtotal (Hours)*  
*Subtotal (Fee)*

					Hourly Subtotals	Fee Subtotals
	Toole Design	BHC	DHA	Watershed		
	\$ 32,583.60	\$ 26,711.00	\$ 40,523.42	\$ 11,888.28		\$ 111,706.30
Labor Hours Total	230	177	419	102	928	
	\$ 6,484.42	\$ 2,346.00	\$ -	\$ 823.74	58	\$ 9,654.16
	\$ 1,729.00	\$ 1,350.00	\$ -	\$ -	19	\$ 3,079.00
<i>Task 1 Totals</i>	\$ 8,213.42	\$ 3,696.00	\$ -	\$ 2,207.34	85	\$ 14,116.76
	\$ 2,286.10	\$ -	\$ -	\$ -	14	\$ 2,286.10
<i>Task 2 Totals</i>	\$ 2,286.10	\$ -	\$ -	\$ -	14	\$ 2,286.10
	\$ 3,098.96	\$ -	\$ 40,523.42	\$ -	439	\$ 43,622.38
<i>Task 3 Totals</i>	\$ 3,098.96	\$ -	\$ 40,523.42	\$ -	439	\$ 43,622.38
	\$ -	\$ -	\$ -	\$ 6,098.00	56	\$ 6,098.00
	\$ -	\$ -	\$ -	\$ 3,582.94	32	\$ 3,582.94
	\$ -	\$ -	\$ -	\$ -	0	\$ -
	\$ -	\$ -	\$ -	\$ -	0	\$ -
<i>Task 4 Totals</i>	\$ -	\$ -	\$ -	\$ 9,680.94	88	\$ 9,680.94
	\$ 3,843.24	\$ 7,244.00	\$ -	\$ -	76	\$ 11,087.24
	\$ 11,300.60	\$ 11,529.00	\$ -	\$ -	164	\$ 22,829.60
	\$ 3,841.28	\$ 4,242.00	\$ -	\$ -	62	\$ 8,083.28
<i>Task 5 Totals</i>	\$ 18,985.12	\$ 23,015.00	\$ -	\$ -	302	\$ 42,000.12
	\$ -	\$ -	\$ -	\$ -	0	\$ -
<i>Task 6 Totals</i>	\$ -	\$ -	\$ -	\$ -	0	\$ -
	\$ -	\$ -	\$ -	\$ -	0	\$ -
<i>Task 7 Totals</i>	\$ -	\$ -	\$ -	\$ -	0	\$ -
	230	177	419	102	928	
	\$ 32,583.60	\$ 26,711.00	\$ 40,523.42	\$ 11,888.28	\$ 111,706.30	

**Direct Expenses**

Travel and Per Diem  
 Reproduction Expenses  
 Computer Expenses  
 Communication  
 Sampling and Testing  
 Subconsultants  
 Other  
 Total

\$ 200.00	\$ 90.00	\$ 3,622.00	\$ 500.00	
\$ -	\$ 270.00	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	
\$ 200.00	\$ 360.00	\$ 3,622.00	\$ 500.00	\$ 4,682.00

**Total**

\$ 116,388.30

**Exhibit E**  
**Sub-consultant Cost Computations**

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

**Exhibit E**

**Consultant Fee Determination**

Project Name: Madison Avenue Final Design  
 Project Number:  
 Consultant: BHC Consultants

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Senior Engineer	23	\$207.00	\$4,761
Project Engineer	32	\$195.00	\$6,240
Staff Engineer	64	\$111.00	\$7,104
Principal Engineer	4	\$285.00	\$1,140
CAD Manager	10	\$177.00	\$1,770
CAD Drafter	33	\$132.00	\$4,356
Sr. Project Accountant	3	\$140.00	\$420
Project Administrator	8	\$115.00	\$920
<b>Total Hours</b>		<b>177</b>	<b>Subtotal: \$26,711</b>
<b>REIMBURSABLES</b>			
Mileage			\$90
Reproduction (copies, plots, etc.)			\$270
Miscellaneous			
<b>Subtotal:</b>			<b>\$360</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>			
<b>Subtotal:</b>			

**Total: \$27,071**

**Contingency:**

**GRAND TOTAL: \$27,071**



**BHC CONSULTANTS, LLC**  
**Overhead Schedule**  
**FYE December 31, 2020**

Description	General Ledger	BHC Adj.	WSDOT Adj.	Ref.	Revised Amount	%
<b>Total Direct Labor Base</b>	<b>\$4,078,888</b>				<b>\$4,078,888</b>	
<b>Fringe Benefits</b>						
Payroll Taxes	\$540,446				\$540,446	13.25%
Bonus	\$178,532				178,532	4.38%
Health & Dental Insurance	571,497				571,497	14.01%
Life/AD&D/STD/LTD Insurance	34,748				34,748	0.85%
Retirement	311,003				311,003	7.62%
Vacation, Holiday, Sick	670,052				670,052	16.43%
Misc. Payroll Expense (Section 125 Fees, ADP Fees)	12,055				12,055	0.30%
<b>Total Fringe Benefits</b>	<b>\$2,318,334</b>	<b>\$0</b>	<b>\$0</b>		<b>\$2,318,334</b>	<b>56.84%</b>
<b>General Overhead</b>						
Indirect Labor	\$1,861,258	(\$18,533)		A	\$1,842,725	45.18%
Legal & Accounting	\$100,178	(43,975)		B	56,203	1.38%
Facilities	\$736,439				736,439	18.05%
Communications	\$50,066				50,066	1.23%
Professional Development	\$53,592				53,592	1.31%
Personnel	\$65,963	(1,653)		C	64,310	1.58%
Client Services Expense	\$41,051	(34,049)		D	7,002	0.17%
Travel & Subsistence	\$6,883	(192)		E	6,691	0.16%
Printing & Reproductions	\$34,492				34,492	0.85%
Vehicle Expense	\$5,169				5,169	0.13%
Office Supplies	\$14,571	(449)			14,122	0.35%
Library	\$2,734				2,734	0.07%
Computer & Software Expense	\$313,102				313,102	7.68%
Bank Charges (Non-Interest)	\$500				500	0.01%
Office Expense (Business Consulting Services)	\$66,472				66,472	1.63%
Business Insurance	\$103,869	(4,675)		F	99,194	2.43%
Business License and Taxes	\$273,939				273,939	6.72%
Depreciation & Amortization	\$97,026	(22,731)		G	74,295	1.82%
G&A Other (Misc.)	\$71,313	(46,769)		H	24,544	0.60%
Facilities Capital Cost of Money		3,214		I	3,214	0.08%
<b>Total General Overhead</b>	<b>\$3,898,618</b>	<b>(\$169,812)</b>	<b>\$0</b>		<b>\$3,728,806</b>	<b>91.42%</b>
<b>Total Overhead Expenses</b>	<b>\$6,216,951</b>	<b>(\$169,812)</b>	<b>\$0</b>		<b>\$6,047,139</b>	<b>148.25%</b>
<b>Overhead Rate</b>	<b>152.42%</b>				<b>148.25%</b>	

**BHC Consultants Adjustments:**

- A General Marketing/Public Relations (FAR 31.205-1)  
5% of J. Davies/5% of K. Wheeler salary allocated to general marketing, trade shows, etc.
- B Preparation of corporate tax return in excess of \$250 (FAR 31.205-41)  
Company tax return unallowable/Owner tax preparation and consulting unallowable.
- C Alcoholic beverages (FAR 31.205-51), Gifts unallowable (FAR 31.205-13), Entertainment (FAR 31.205-14)  
Alcohol, Gift Cards, Gifts, Floral Delivery, Cards
- D Advertising/PROMO per 31.205-1, Sponsorships/Contributions (FAR 31.205-8), Entertainment (FAR 31.205-14), Gifts (FAR 31.205-13)
- E Travel in excess of CONUS (FAR 31.205-46(a)(2)(i)), Local meals unallowable (FAR 31.205-14 & WSDOT Accounting Manual M13-82, Ch. 10 - Travel - Local Meals)
- F Keyman life insurance (FAR 31.205-19)
- G Goodwill Amortization (FAR 31.205-49)
- H Bad Debts (FAR 31.205-3)
- I Facility Capital Cost of Money at 1.63% (FAR 31.205-10)

Note: BHC Consultants, LLC Overhead Schedule has not been audited by a CPA firm or another agency

**Exhibit E**

**Consultant Fee Determination**

Project Name: Madison Avenue Final Design  
 Project Number:  
 Consultant: The Watershed Company

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>DSC</b>	<b>Overhead 181%</b>	<b>Fee (Profit) 28%</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Senior Ecologist	15	\$ 56.00	\$101.55	\$15.40	\$173	\$2,594
Landscape Architect	4	\$ 37.00	\$67.10	\$10.18	\$114	\$457
Arborist/Ecologist	40	\$ 34.50	\$62.56	\$9.49	\$107	\$4,262
Senior Planner	1	\$ 54.00	\$97.92	\$14.85	\$167	\$167
Ecologist	38	\$ 33.05	\$59.93	\$9.09	\$102	\$3,879
Planner	4	\$ 42.86	\$77.72	\$11.79	\$132	\$529
<b>Total Hours</b>						<b>102</b>
<b>Subtotal:</b>						<b>\$11,888</b>
<b>REIMBURSABLES</b>						
Mileage						\$500
Reproduction (copies, plots, etc.)						
Miscellaneous						
<b>Subtotal:</b>						<b>\$500</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>						
<b>Subtotal:</b>						

**Total:** \$12,388

**Contingency:**

**GRAND TOTAL:** \$12,388



Washington State  
Department of Transportation

Development Division  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 6, 2020

The Watershed Company  
750 Sixth Street South  
Kirkland, WA 98033

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Debra Klein:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 181.34% of direct labor (rate includes 0.03% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**The Watershed Company  
Indirect Cost Rate Schedule  
For the Year Ended December 31, 2019**

Description	Financial Statement Amount	Watershed Adjustment	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$1,328,416</u>	<u>\$45,455</u>	A, C	<u>\$1,373,872</u>	100.00%
<b>Indirect Costs:</b>					
<b>Fringe Benefits</b>					
PTO	\$149,569			\$149,569	10.89%
Holiday Pay	72,904			72,904	5.31%
Payroll Taxes	213,544	(\$9,828)	B	203,715	14.83%
Health Insurance	204,597			204,597	14.89%
Workers' Comp. Insurance & Paid Family Leave	20,946			20,946	1.52%
SEP Retirement Plan	63,571			63,571	4.63%
Disability Insurance	5,567			5,567	0.41%
<b>Total Fringe Benefits</b>	<u>\$730,698</u>	<u>(\$9,828)</u>		<u>\$720,870</u>	<u>52.47%</u>
<b>General Overhead</b>					
Indirect Labor	\$380,024	(\$45,455)	A, C	\$334,568	24.35%
Bid and Proposal Labor	172,892	(716)	L	172,176	12.53%
Non billable cost of services	2,060	(2,060)	D	0	0.00%
Performance and Shareholder bonuses	1,076,070	(382,433)	E	693,637.00	50.49%
Rent	195,000			195,000	14.19%
Maintenance & Repairs	293			293	0.02%
Automobile	11,109	(2,032)	F	9,076	0.66%
Travel	(305)			(305)	-0.02%
Meals	306			306	0.02%
Business Insurance	60,069	(1,767)	G	58,302	4.24%
postage	12,658			12,658	0.92%
Taxes & Licenses	130,853	(52,392)	H	78,461	5.71%
Depreciation & Amortization	19,702			19,702	1.43%
Employee training and professional development, dues, recruitment	35,290			35,290	2.57%
Direct Selling & Market Planning	239			239	0.02%
Marketing and business development expenses	13,612	(13,612)	I	0	0.00%
Office expenses	131,513			131,513	9.57%
Field expenses	7,236			7,236	0.53%
Professional Fees and Banking Fees	32,919	(24,627)	J	8,293	0.60%
Computer	13,618			13,618	0.99%
Charitable Contributions & Gifts	4,578	(4,578)	K	0	0.00%
<b>Total General Overhead</b>	<u>\$2,299,737</u>	<u>(\$529,673)</u>		<u>\$1,770,064</u>	<u>128.84%</u>
<b>Total Indirect Costs &amp; Overhead</b>	<u>\$3,030,435</u>	<u>(\$539,502)</u>		<u>\$2,490,934</u>	<u>181.31%</u>
<b>Indirect Cost Rate (Less FCCM)</b>	228.12%			181.31%	
Facilities Capital Cost of Money	\$473	\$473		\$473	0.03%
	<u>\$3,030,435</u>	<u>(\$539,029)</u>		<u>\$2,491,407</u>	
<b>Indirect Cost Rate (Includes FCCM)</b>				181.34%	

*The Watershed Company - In Process  
"Indirect Cost Rate still subject to WSDOT Audit"*

**The Watershed Company  
Indirect Cost Rate Schedule  
For the Year Ended December 31, 2019**

**References**

A	Reclassification of direct labor costs per 48 CFR 31.202 (\$22,187)		
B	Promotional labor share of payroll taxes per 48 CFR 31.201-6(a) and 31.001 (\$9,828)		
	Unallowable Shareholder Bonus payroll	\$	9,828
	Unallowable Litigation payroll	\$	-
		<u>\$</u>	<u>9,828</u>
C	Adjustment to reclassify Direct labor expenses included in indirect labor per 48 CFR 31.202 (\$15,201)		
	Non-billable Salaries - Principal	\$	1,784
	Non-billable Salaries - Employee	\$	21,484
		<u>\$</u>	<u>23,268</u>
D	Adjustment to reclassify direct non-labor expenses included in overhead per 48 CFR 31.202 (\$2,060)		
E	Shareholder dividends unallowable per 48 CFR 31.205-6 (a)(6)(ii)(B) (\$82,433)		
F	Marketing mileage unallowable 48CFR 31.205-1 and 31.202 (\$2,032)		
G	Key Person Life insurance unallowable per 48 CRF 31.205-19 (\$1,767)		
H	Federal income tax unallowable per 48 CFR 31.205-41 (b) (\$52,392)		
I	Marketing and business development expenses unallowable 48 CFR 31.205.1 (\$13,612)		
J	Banking fees for direct deposits of payroll included		
	Interest expense not allowable 48 CFR 31.205-20	\$	24,627
	Penalties & fines not allowable 48 CFR 31.205-15	\$	-
	Attorney litigation costs not allowable 48 CFR 31.205-47	\$	-
		<u>\$</u>	<u>24,627</u>
K	Charitable contributions and gifts not allowable 48 CFR 31.205-8 (\$4,578)		
L	General Marketing and Business development unallowable per 48 CFR 31.205-1 (f) (\$716)		

Exhibit E

**Consultant Fee Determination**

Project Name: Madison Avenue Final Design  
 Project Number:  
 Consultant: Duane Hartman and Associates

**NEGOTIATED HOURLY RATES**

<b>Classification</b>	<b>Hours</b>	<b>Total Hourly Rate</b>	<b>Total</b>
Project Surveyor	28	\$133.63	\$3,742
Field Tech I	130	\$103.60	\$13,468
Field Tech II	130	\$79.20	\$10,296
Office Tech 1 CAD	115	\$99.40	\$11,431
Admin. / Report	16	\$99.20	\$1,587
<b>Total Hours</b>		<b>419</b>	<b>Subtotal: \$40,524</b>
<b>REIMBURSABLES</b>			
Mileage			\$325
Reproduction (copies, plots, etc.)			\$525
Travel			\$2,772
Per diem			
			<b>Subtotal: \$3,622</b>
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>			
			<b>Subtotal:</b>

**Total:** \$44,146

**Contingency:**

**GRAND TOTAL:** \$44,146



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

July 27, 2021

Douglas Hartman, President/Project Manager  
Duane Hartman & Associates, Inc.  
16928 Woodinville-Redmond Road, #B107  
Woodinville, WA 98072-9089

- Re: Duane Hartman & Associates, Inc.  
Safe Harbor Indirect Cost Rate

Dear Mr. Hartman:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Duane Hartman & Associates, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Duane Hartman & Associates. The Safe Harbor rate is effective on July 26, 2021.

Duane Hartman & Associates has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to July 27, 2024. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

*Schatzie Harvey*

Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: DUANE HARTMAN & ASSOCIATES, INC.

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

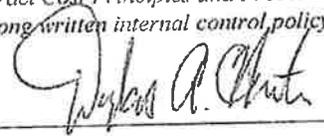
- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

\*Signature: 

\*Name of Certifying Official (Print): Douglas A. Hartman

\*Title: President / Project Manager

Date of Certification (mm/dd/yyyy): 07/09/2021

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Exhibit F - Title VI Assurances Appendix A & E**

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Bainbridge Island
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of  
Toole Design Group, LLC

whose address is  
8484 Georgia Ave, Ste 800, Silver Spring, MD 20910

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WSDOT  
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**Toole Design Group, LLC**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Dec 22, 2021

Date

**Exhibit G-1(b) Certification of** City of Bainbridge Island

I hereby certify that I am the:

Other

of the City of Bainbridge Island, and Toole Design Group, LLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 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 (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**Toole Design Group, LLC**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Dec 22, 2021

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**Toole Design Group, LLC**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Dec 22, 2021

Date

**Exhibit G-4 Certification of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Madison Avenue Final Design \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Toole Design Group, LLC

ms  
\_\_\_\_\_  
Signature

Executive Vice President  
\_\_\_\_\_  
Title

Date of Execution Dec 22, 2021 \*\*\*.

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Exhibit H**  
**Liability Insurance Increase**

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**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# *Exhibit I*

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

### **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit J**

# **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# 70178 Toole Contract -PE

Final Audit Report

2021-12-22

Created:	2021-12-21
By:	Danielle Vagts (dvagts@tooledesign.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATL-IMXP0vjz4k5_3wsYvGhEAJibIZ7YC

## "70178 Toole Contract -PE" History

-  Document created by Danielle Vagts (dvagts@tooledesign.com)  
2021-12-21 - 6:38:36 PM GMT
-  Document emailed to RJ Eldridge (reldridge@tooledesign.com) for signature  
2021-12-21 - 6:41:34 PM GMT
-  Email viewed by RJ Eldridge (reldridge@tooledesign.com)  
2021-12-22 - 0:02:09 AM GMT
-  Document e-signed by RJ Eldridge (reldridge@tooledesign.com)  
E-signature obtained using URL retrieved through the Adobe Sign API  
Signature Date: 2021-12-22 - 5:16:55 PM GMT - Time Source: server
-  Agreement completed.  
2021-12-22 - 5:16:55 PM GMT

Madison Avenue Sidewalks Project Schedule  
5/26/2022

Task	Duration	Start	Finish
NTP	1 day	12/20/2021	12/20/2021
Kickoff meeting with City	0 days	1/12/2022	1/12/2022
<b>Survey and Basemapping</b>	<b>26 days</b>	<b>1/24/2022</b>	<b>2/28/2022</b>
Tree/wetlands survey (Watershed)	3 days	1/31/2022	2/2/2022
Topo Survey (DHA)	26 days	1/24/2022	2/28/2022
<b>Utility Coordination</b>	<b>210 days</b>	<b>12/20/2021</b>	<b>10/7/2022</b>
Send basemap to utility owners for review	1 day	3/1/2022	3/1/2022
Send 30% plans for utility owner review	1 day	12/20/2021	12/20/2021
Send 60% plans for utility owner review	1 day	8/4/2022	8/4/2022
Send 90% plans for utility owner review	1 day	10/7/2022	10/7/2022
<b>Public Outreach</b>	<b>157 days</b>	<b>1/12/2022</b>	<b>8/18/2022</b>
Develop Community Outreach Plan	10 days	1/12/2022	1/25/2022
City Council review of 10% design	0 days	5/10/2022	5/10/2022
Open House #1	0 days	4/27/2022	4/27/2022
Open House #2	1 day	8/18/2022	8/18/2022
<b>10% Design</b>	<b>70 days</b>	<b>1/12/2022</b>	<b>4/19/2022</b>
10% Design Development - Southern and central segment	6 weeks	1/12/2022	2/22/2022
10% Design development - Northern segment	2 weeks	3/1/2022	3/14/2022
Sewer design (BHC)	2 weeks	3/15/2022	3/28/2022
Stormwater Analyses (BHC)	2 weeks	3/15/2022	3/28/2022
10% QC	5 days	3/29/2022	4/4/2022
10% Submittal	1 day	4/5/2022	4/5/2022
10% City Review	10 days	4/6/2022	4/19/2022
<b>Basis of Design</b>	<b>91 days</b>	<b>4/5/2022</b>	<b>8/10/2022</b>
Submit Draft BOD	0 days	4/5/2022	4/5/2022
Revise BOD	2 weeks	7/27/2022	8/9/2022
Submit Final BOD	1 day	8/10/2022	8/10/2022
<b>Contract amendment #1 (Final Design)</b>	<b>18 days</b>	<b>5/20/2022</b>	<b>6/14/2022</b>
Draft scope and fee ready for City review	0 days	5/20/2022	5/20/2022
Contract negotiations	6 days	5/20/2022	5/27/2022
Contract ready for Council agenda	0 days	5/27/2022	5/27/2022
Council study session - Present contract/design	1 day	6/14/2022	6/14/2022
City Council approve contract	1 day	6/14/2022	6/14/2022
<b>Contract Amendment #2 (ROW)</b>	<b>21 days</b>	<b>8/18/2022</b>	<b>9/15/2022</b>
Draft scope and fee ready for City review	1 week	8/18/2022	8/24/2022
Contract negotiations	1 week	8/25/2022	8/31/2022
Contract ready for Council agenda	1 day	9/1/2022	9/1/2022
City Council approve contract	2 weeks	9/2/2022	9/15/2022
<b>Environmental Documents</b>	<b>145 days</b>	<b>6/15/2022</b>	<b>1/3/2023</b>
Preliminary meeting w/ WSDOT	1 week	6/15/2022	6/21/2022
<b>Environmental Discipline Reports (if needed)</b>	<b>25 days</b>	<b>6/22/2022</b>	<b>7/26/2022</b>
Geology & Soils/Hazardous Waste Discipline Report (if required)	3 weeks	6/22/2022	7/12/2022
Section 106 & Cultural Resources APE Letter	5 weeks	6/22/2022	7/26/2022
Social Elements (including EJ) Discipline Report	3 weeks	6/22/2022	7/12/2022
<b>ESA No Effect Letter</b>	<b>20 days</b>	<b>6/22/2022</b>	<b>7/19/2022</b>
Prepare No Effect Letter	1 month	6/22/2022	7/19/2022
<b>NEPA CE Form</b>	<b>40 days</b>	<b>7/27/2022</b>	<b>9/20/2022</b>

Prepare Draft NEPA ECS	4 weeks	7/27/2022	8/23/2022
City Review Draft NEPS ECS	2 weeks	8/24/2022	9/6/2022
Revise Draft NEPA ECS	2 weeks	9/7/2022	9/20/2022
<b>WSDOT Review of ECS, DR's &amp; NEL</b>	<b>75 days</b>	<b>9/21/2022</b>	<b>1/3/2023</b>
WSDOT Review of Draft ECS	2 weeks	9/21/2022	10/4/2022
Revise Draft ECS (assume no Conduct Cultural Resources Assessment or additional studies)	3 weeks	10/5/2022	10/25/2022
WSDOT Review and Concurrence	30 days	10/26/2022	12/6/2022
Submit ECS for FHWA Concurrence	0 days	12/6/2022	12/6/2022
NEPA ECS Record of Decision	4 weeks	12/7/2022	1/3/2023
<b>Permitting</b>	<b>0 days</b>	<b>10/20/2022</b>	<b>10/20/2022</b>
Grading Permit?	0 days	10/20/2022	10/20/2022
ROW Permit?	0 days	10/20/2022	10/20/2022
<b>State Permits</b>	<b>40 days</b>	<b>6/15/2022</b>	<b>8/9/2022</b>
NPDES NOI	2 months	6/15/2022	8/9/2022
<b>Right of Way Plans</b>	<b>25 days</b>	<b>7/27/2022</b>	<b>8/30/2022</b>
Prepare Right of Way Plans	2 weeks	7/27/2022	8/9/2022
City/WSDOT Review of Right of Way Plans	2 weeks	8/10/2022	8/23/2022
Revise Right of Way Plans	1 week	8/24/2022	8/30/2022
<b>Right of Way Acquisition</b>	<b>165 days</b>	<b>8/5/2022</b>	<b>3/23/2023</b>
Order Title Reports	1 week	8/5/2022	8/11/2022
Prepare Legal Descriptions/Exhibits	2 weeks	9/16/2022	9/29/2022
Real property valuation	5 weeks	9/30/2022	11/3/2022
City Approval of property valuation	1 week	11/4/2022	11/10/2022
Prepare Offer Packages for Individual Parcels	3 weeks	11/11/2022	12/1/2022
Present Offers/Negotiations	3 months	12/2/2022	2/23/2023
ROW Certification	4 weeks	2/24/2023	3/23/2023
<b>60% Design</b>	<b>46 days</b>	<b>6/15/2022</b>	<b>8/17/2022</b>
60% Design Development	6 weeks	6/15/2022	7/26/2022
60% QC	1 week	7/27/2022	8/2/2022
60% Submittal	1 day	8/3/2022	8/3/2022
60% City Review	2 weeks	8/4/2022	8/17/2022
<b>90% Design</b>	<b>46 days</b>	<b>8/18/2022</b>	<b>10/20/2022</b>
90% Design Development	6 weeks	8/18/2022	9/28/2022
90% QC	1 week	9/29/2022	10/5/2022
90% Submittal	1 day	10/6/2022	10/6/2022
90% City Review	2 weeks	10/7/2022	10/20/2022
90% WSDOT Review	2 weeks	10/7/2022	10/20/2022
<b>100% Design</b>	<b>36 days</b>	<b>10/21/2022</b>	<b>12/9/2022</b>
100% Design Development	4 weeks	10/21/2022	11/17/2022
100% QC	1 week	11/18/2022	11/24/2022
100% Submittal	1 day	11/25/2022	11/25/2022
100% City Review	2 weeks	11/28/2022	12/9/2022
100% WSDOT Review	2 weeks	11/28/2022	12/9/2022
<b>Ad-Ready Design</b>	<b>26 days</b>	<b>12/12/2022</b>	<b>1/16/2023</b>
Ad-Ready Design Development	4 weeks	12/12/2022	1/6/2023
Ad-Ready QC	1 week	1/9/2023	1/13/2023
Ad-Ready Submittal	1 day	1/16/2023	1/16/2023
<b>Bidding</b>	<b>16 days</b>	<b>3/23/2023</b>	<b>4/14/2023</b>
Construction Obligation Extension (if needed by 2/1/2023)	0 days	3/23/2023	3/23/2023
Construction Obligation (Needs to be by 6.1/2023)	0 days	3/23/2023	3/23/2023

Advertise for Bid	3 weeks	3/24/2023	4/13/2023
Bid opening	1 day	4/14/2023	4/14/2023
<b>Construction</b>	<b>150 days</b>	<b>4/17/2023</b>	<b>11/10/2023</b>
Contract Execution	6 weeks	4/17/2023	5/26/2023
Construction NTP	0 days	5/26/2023	5/26/2023
Working Days	100 days	5/29/2023	10/13/2023
Substantial Completion	0 days	10/13/2023	10/13/2023
Punchlist	1 month	10/16/2023	11/10/2023
Final Project Acceptance	0 days	11/10/2023	11/10/2023

# Madison Ave Improvements Bundle

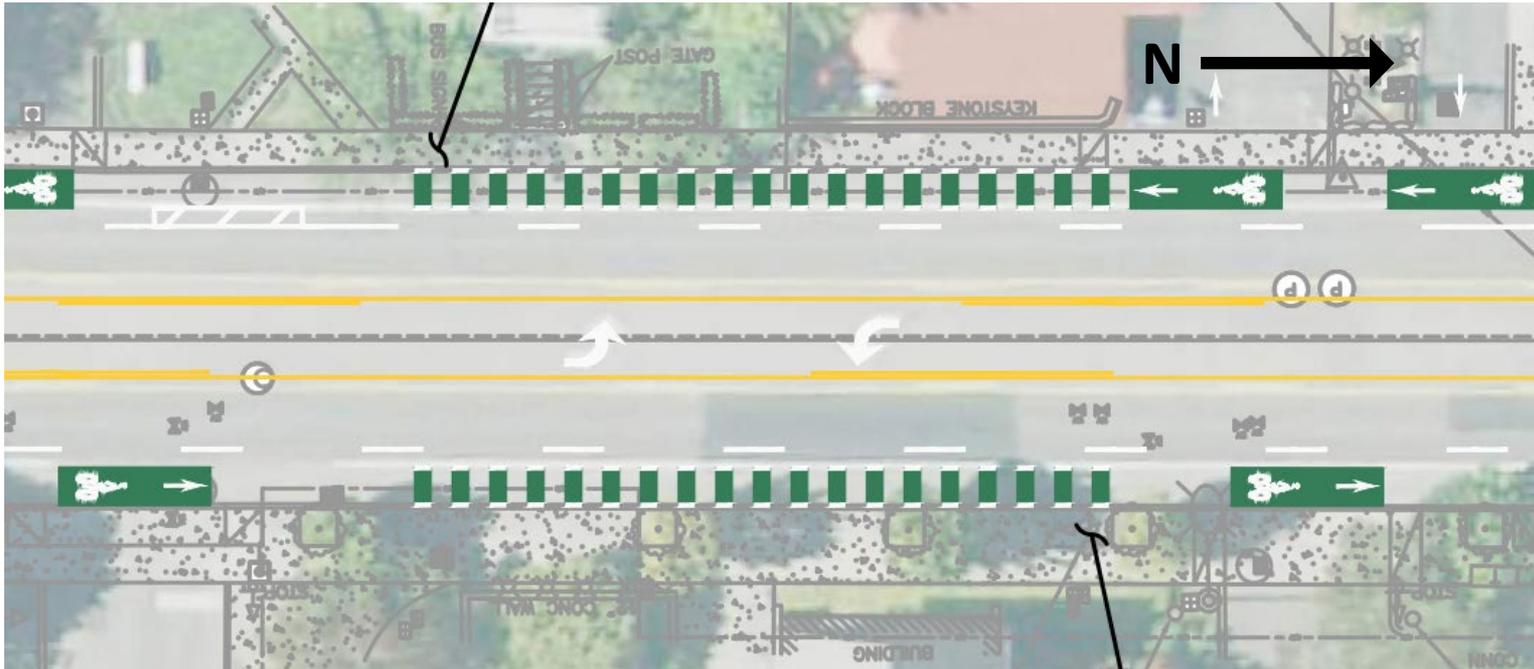
City of Bainbridge Island  
Public Works Department  
May 10, 2022



# Project Design

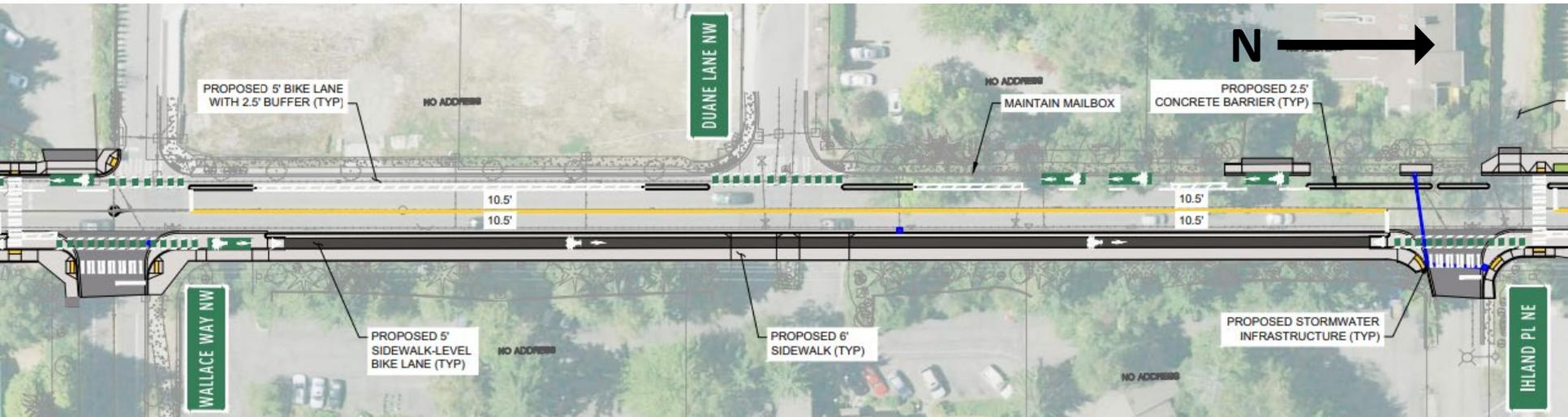
- South – Central - North
- Base Project
- Added Alternative 1
- Added Alternative 2

# Project Design – South Segment Base Project



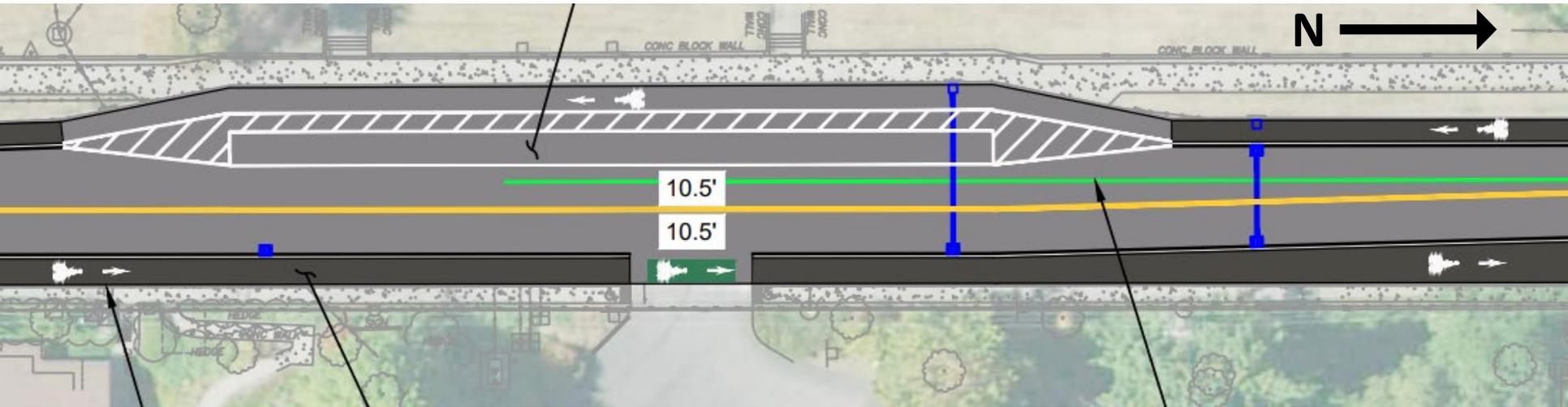
- Paint and lane narrowing only
- Option for buffer islands, but not included in alternatives

# Project Design – Central Segment Base Project



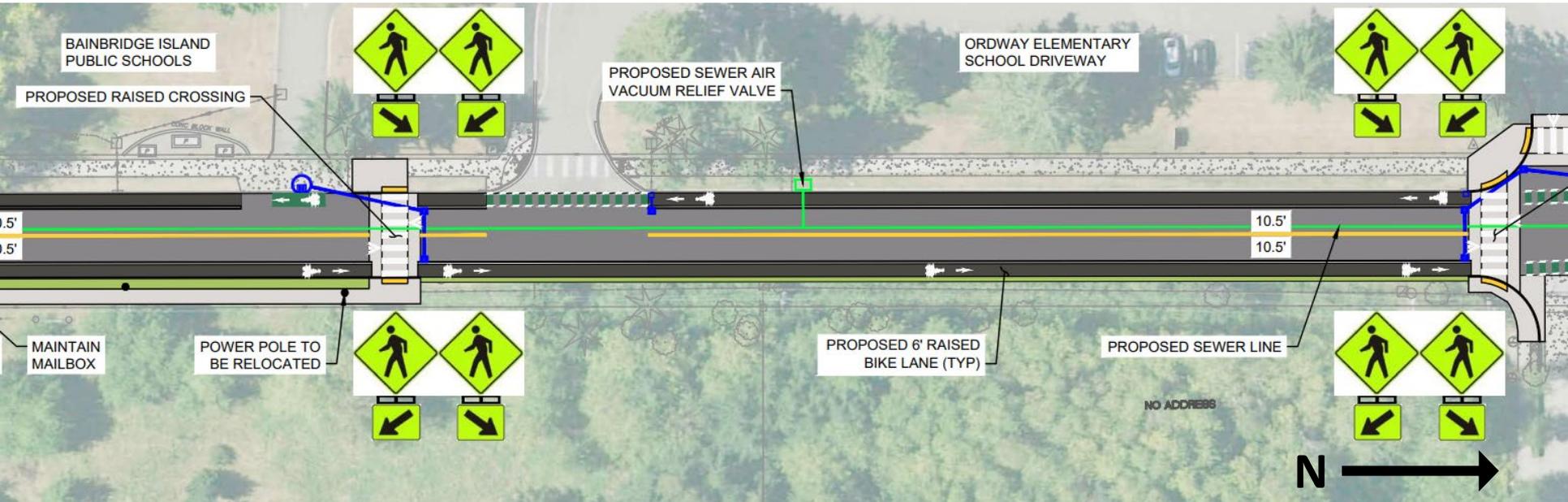
- Core project area
- East-side sidewalk widening, protected bike lanes, paint
- West side buffer islands, accessibility improvements, paint

# Project Design – North Segment Base Project



- Pavement restoration
- On-street bike lanes, both sides
- Sewer force-main improvements

# Project Design – North Segment Added Alternative 1



- All of the Base project improvements
- +
- East side protected bike lane High School Road to Sakai Village
- East side sidewalk extension from St. Cecilia’s to Sakai Park
- Raised crosswalks and flashing beacons

# Project Funding Considerations – Base + Alt 1 Cost *(recommended)*

## Project Cost

\$4.7M Construction

\$725K Design/Right-of-way

\$800K 15% Contingency

Cost range = **\$5.4 -> \$6.2M**

## Current Budget

\$1.4M Grant

\$600K Gen. Fund

\$750K Sewer

**\$2.75M Total**

## Budget Needed

**\$3.45M** (includes contingency)



# Project Funding Considerations – Base + Alt 1 Cost *(recommended)*

## Project Cost

\$4.7M Construction

\$725K Design/Right-of-way

\$800K 15% Contingency

Cost range = **\$5.4 -> \$6.2M**

## Current Budget

*\$1.4M Grant*

*\$600K Gen. Fund*

*\$750K Sewer*

***\$2.75M Total***

## Budget Needed

**\$3.45M** (includes contingency)

- Budget for Base + Alt 1; best supports Complete Streets Ordinance
- Design Base + Alt 1 & 2
- Use \$2M in ARPA funds
- Use \$460K budget set-aside
- Use \$1M 2023 annual pavement program
- Only award project elements within budget

# Project Funding Considerations – Bundled Project Savings (~\$460K)

## General Fund Savings

\$95K Inflation

\$115K Construction

\$20K Staffing

**\$230K Total**

## Sewer Fund Savings

\$56K Inflation

\$150K Construction

\$25K Staffing

**\$230K Total**

# Madison Ave. Improvements Bundle

## Q&A/Discussion

City of Bainbridge Island  
Public Works Department  
May 10, 2022





CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:**

**AGENDA ITEM:** Authorize the City Manager to Execute an Applicant Resolution/Authorization Grant Form with the Washington State Recreation & Conservation Office for the Springbrook Creek Restoration Project Design (\$158,000, Surface and Stormwater Management Fund - SSWM) – Public Works

**SUMMARY:** City staff are requesting authorization from the City Council to execute an Applicant Resolution/Authorization form with the Washington State Recreation & Conservation Office for a grant application in support of the Springbrook Fish Passage Restoration project design.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** Authorize the City Manager to execute an Applicant Resolution/Authorization grant form with the Washington State Recreation & Conservation Office for the Springbrook Fish Passage Restoration project design.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	\$146,000 Grant + \$12,000 City Match (SSWM)
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$146,000 Grant + \$12,000 City Match (SSWM)
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The Springbrook Creek Restoration project proposes to replace the existing culvert at Springbrook Creek (on Fletcher Bay Road, west of New Brooklyn) with an open box/bridge structure and streambed restoration.

In 2021, the City was awarded grant funds from the Salmon Recovery Funding Board in the amount of \$85,000 to begin design work on the Springbrook Creek fish passage barrier restoration project. The City worked in partnership with Mid Sound Fisheries Enhancement Group on the 2021 grant application. In order to complete the proposed design, the City will require additional grant funding; therefore, the request for this authorization for a second grant proposal.

The City has the opportunity to apply for a grant from the Salmon Recovery Funding Board and Fish Barrier Removal Board, administered by the Washington State Recreation & Conservation Office and the Department

of Fish and Wildlife, for the Springbrook Fish Passage Restoration project. The project would include final design of a new fish passage culvert at Springbrook Creek.

The Springbrook Fish Passage Restoration project is identified in the City's Capital Improvement Plan as project 01159 in 2023. The grant opportunity would provide \$146,000 with a required City match of \$12,000 from the Surface and Stormwater Management Fund (SSWM) for a total current estimated cost of \$158,000.

The attached Applicant Resolution/Authorization form is required to be executed and included with the grant application. City staff plan to submit the application in June 2022 and anticipate being notified of any potential grant award in September 2022.

**ATTACHMENTS:**

[Applicant Authorization Resolution.pdf](#)

[Fletcher Bay Culvert and Weir Removal Project Conceptual Design](#)

[Springbrook Budget Summary.pdf](#)

**FISCAL DETAILS:** The attached budget summary identifies \$100,000 is Surface and Stormwater Management Funding set aside for grant match purposes. \$12,000 of match funding is required for this grant application.

**Fund Name(s):** SSWM Fund

**Coding:** Capital Improvement Plan Project #1159



## Applicant Resolution/Authorization

Organization Name (sponsor) City of Bainbridge Island

Resolution No. or Document Name City Council Consent Agenda; June 14, 2022

Project(s) Number(s), and Name(s) Fletcher Bay Rd Fish Passage Restoration #21-1529  
Fletcher Bay Rd Fish Passage Restoration #22-1121

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Chris Wierzbicki, Public Works Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Christian Berg, Water Resources Technician
RCO Grant Agreement (Agreement)	Blair King, Clty Manager
Agreement amendments	Blair King, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Blair King, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Washington State Attorney General's Office

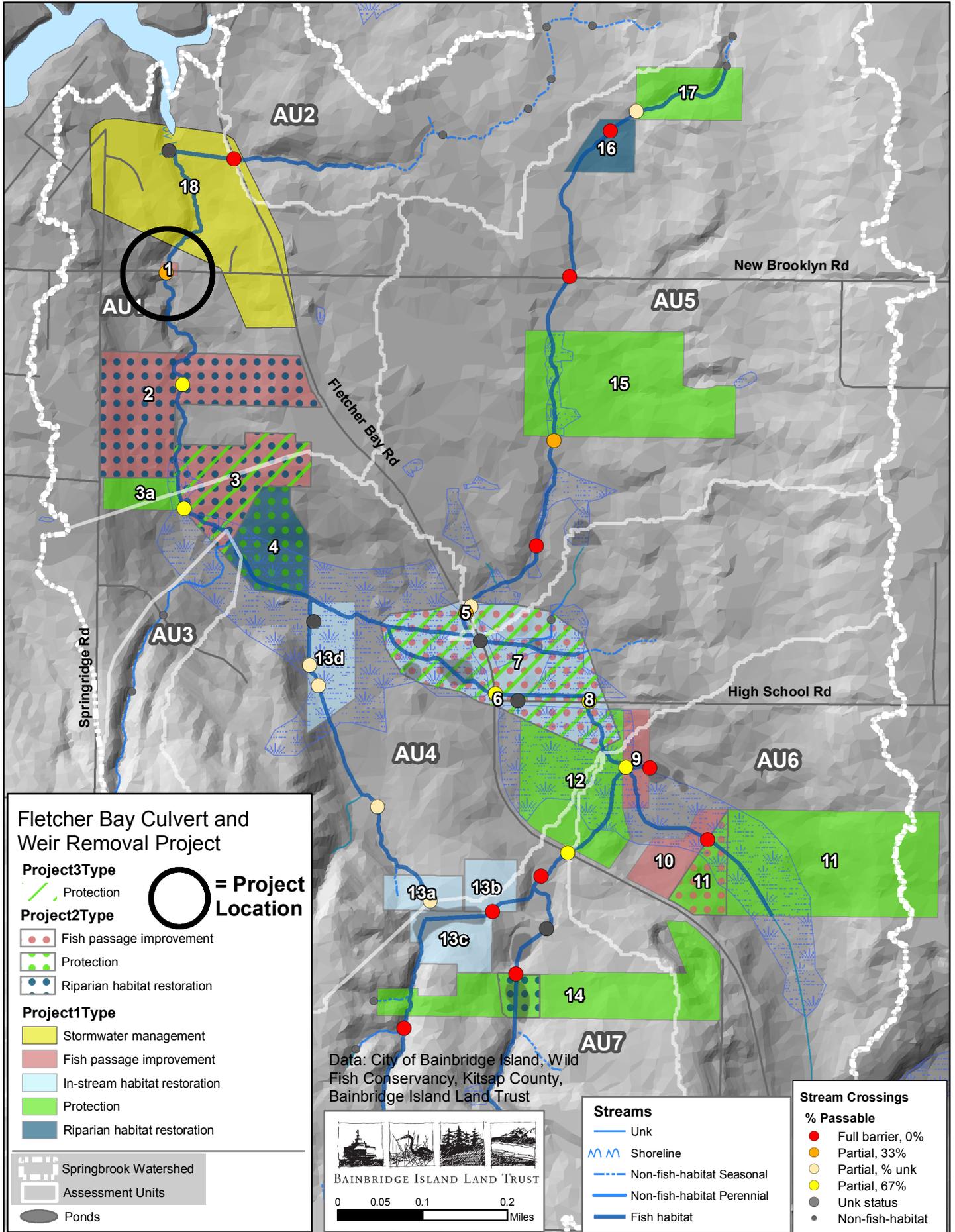
Approved as to form *Brian Tallen* 2/13/2020 \_\_\_\_\_  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

## Appendix III Project 1

### **Fletcher Bay Culvert and Weir Removal and Stream Restoration Project**

#### **Conceptual Design**



## Fletcher Bay Culvert and Weir Replacement

### Site Description

Approximately 1100 feet upstream from where Springbrook Creek enters Fletcher Bay, exists the first road crossing on the Springbrook Creek mainstem. This crossing, under Fletcher Bay Road NE, is a partial barrier which includes eight concrete weirs, 70 feet of armor along both sides of the bank, and a 5 ft. wide by 100 ft. long steel culvert. Upstream of the culvert are two weirs and approximately 30 feet of armor along both banks. The downstream-most weir below the culvert is failing and water now passes through a crack in its foundation and through large rocks armoring the bank rather than spilling over the top of the weir. The City of Bainbridge Island has installed plastic sheeting and sandbags to temporarily restore fish passage function to the lowest weir. WDFW identifies this complex as 33% passable and has assigned it a Prioritization Index (PI) of 24.66 (WDFW culvert ID #15-0340); this is the highest PI of the 44 PI calculations that WDFW has performed on Bainbridge Island. This crossing affects fish access to 3.6 miles of fish habitat upstream. Below the failing weir the channel is incised and scoured down to hardpan for approximately 200 ft. potentially affecting spawning habitat. The entire 999 acre Springbrook Creek watershed drains to this location.

### Specific Goals

The primary objective of this project is to replace an undersized culvert, failing weir complex, and bank armor with a crossing structure, allowing an unconstrained stream passage below Fletcher Bay Road and a naturalized stream and bank. Removing the undersized culvert and weirs will improve fish passage, the transport of sediment and large woody debris, and remove the need for ongoing maintenance/repair of the failing culvert and weir complex. Bank bioengineering and imported streambed material will be used to reconstruct the eroded channel features downstream from the existing undersized structure.

Another goal is to avoid negative impacts from the undersized culvert and failing weir complex that will be exacerbated in the coming decades as intensity and frequency of hydrologic events occur as a result of climate change.

The project team, Washington Department of Fish and Wildlife, Suquamish Tribe and the City of Bainbridge Island examined the project site multiple times to discuss restoration options. The 1996 KCM, Inc. design drawings were obtained and examined as well as past survey information. Interviews with Wayne Daley, project manager for the 1996 culvert installation took place, as well as interviews with upstream landowners. As part of this project a total station survey was performed as well as examination of LIDAR data.

A bridge option (option 1) and culvert design option (option 2) were developed for discussion.

### Option 1 (Sheet 2)

Option 1 replaces the undersized barrier culvert with a 60' x 34' bridge and regrades the channel in the vicinity of the newly installed bridge. Bank armoring will be removed and the bank will be reconstructed using coir-wrap bioengineering techniques. The bioengineering will protect the stream bank until and after the planted vegetation takes root. All construction is to be done during the dry summer months.

#### Pros

Replacing the undersized culvert and weir configuration with a steel bridge would benefit fish migration and restore natural wood and sediment transport processes. A bridge will accommodate a larger range of flows and will require less long term maintenance. Removing the bank armoring and bioengineering will enhance fish habitat and reduce erosion and sedimentation associated with the exacerbated scouring of the banks and channel bed.

This project specifically addresses the following limiting factors present within the Springbrook Creek Watershed: fish passage, large woody debris recruitment, flood plain function, sediment transport and distribution, loss of spawning habitat.

#### Cons

Installing a bridge is expensive. There is a large amount of fill that needs to be removed to construct a bridge.

### Option 2 (Sheet 3)

Option 2 is similar to Option 1, but instead of a steel bridge the existing undersized culvert and weir configuration is replaced with a 24 ft. wide concrete arch culvert.

#### Pros

Option 2 provides benefits similar to those afforded by Option 1. A 24' wide arch culvert will likely be slightly less expensive to purchase and install compared to a 60' steel bridge.

#### Cons

A 24' wide arch culvert is more likely to constrict flows during large storm events, requires structures to remain in the stream, does not address as many limiting factors, may require more maintenance, and will likely have a shorter life span, compared to a 60' steel bridge. Relative to a 60' long bridge, an arch culvert is less likely to accommodate changes to sea-level and watershed hydrology that are likely to result from climate change over the lifespan of the structures.

## Selected Option

The project team and the City of Bainbridge Island preferred the conceptual structure and channel modifications described in Option 1 in order to restore fish passage, remove substantial bank armoring, restore natural processes at the downstream-most crossing in the watershed and in this reach, remove the need of ongoing maintenance/repair needs of culverts, and accommodate potentially higher flow patterns in the watershed.

Project team rationale for recommending this project as the #1 project in the Springbrook Creek Watershed was that it addresses the following limiting factors: fish passage, riparian habitat, sediment transport, in stream complexity (large wood transport and restoring stream to its historical profile and gradient), water quality (temperature), stream hydrology, and landowner (COBI) willingness.

Additionally, the project team focused on sequencing projects moving upstream from Fletcher Bay. This project is the lowest barrier in the creek system, making it a priority to address in the near term in order to provide access to upstream habitat.

Photo 1



**Photo 1:** Looking south towards culvert and Fletcher Bay Road at the bottom of the existing weir complex. Illustrates temporary repair of weir system.

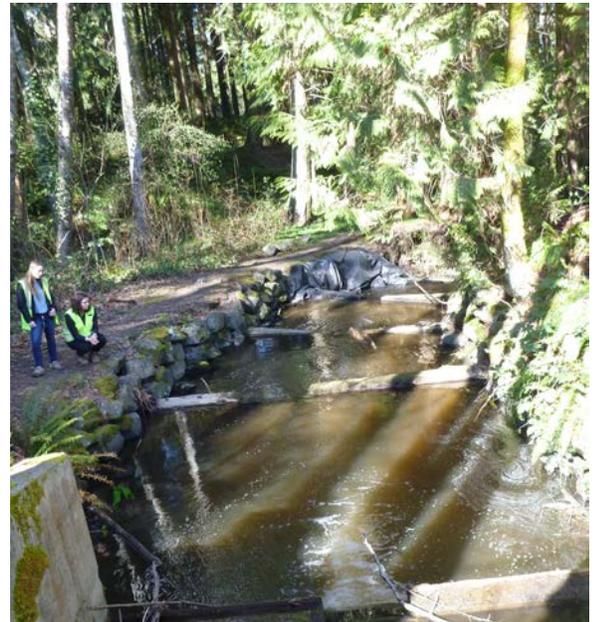
**Photo 2:** Looking north from Fletcher Bay Road to series of weirs below the culvert. Illustrates armor on the bank, channelization of the stream, and weir system.

**Photo 3:** Looking north to culvert and Fletcher Bay Road. Illustrates undersized culvert, difference between stream channel width and culvert size, constrained channel, and road fill.

Photo 3

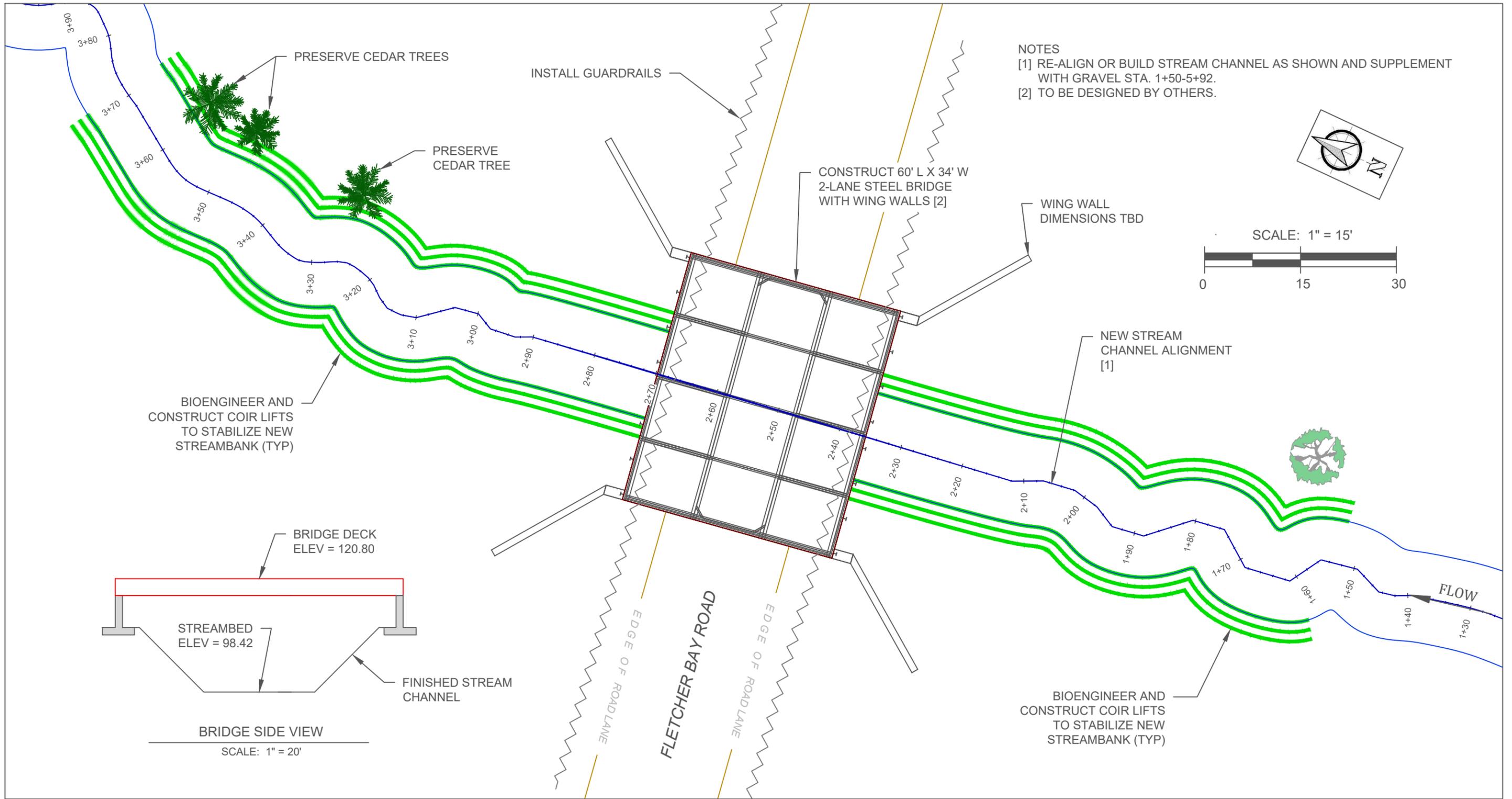


Photo 2





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 Mod: 08/27/2018, 10:12 | Plotted: 08/27/2018, 10:13 | Layout: 4



DATE:	08-27-2018
DRAWN BY:	S. KROPP
DESIGNED BY:	A. STONKUS, P.E.
CHECKED BY:	
JOB NO.:	



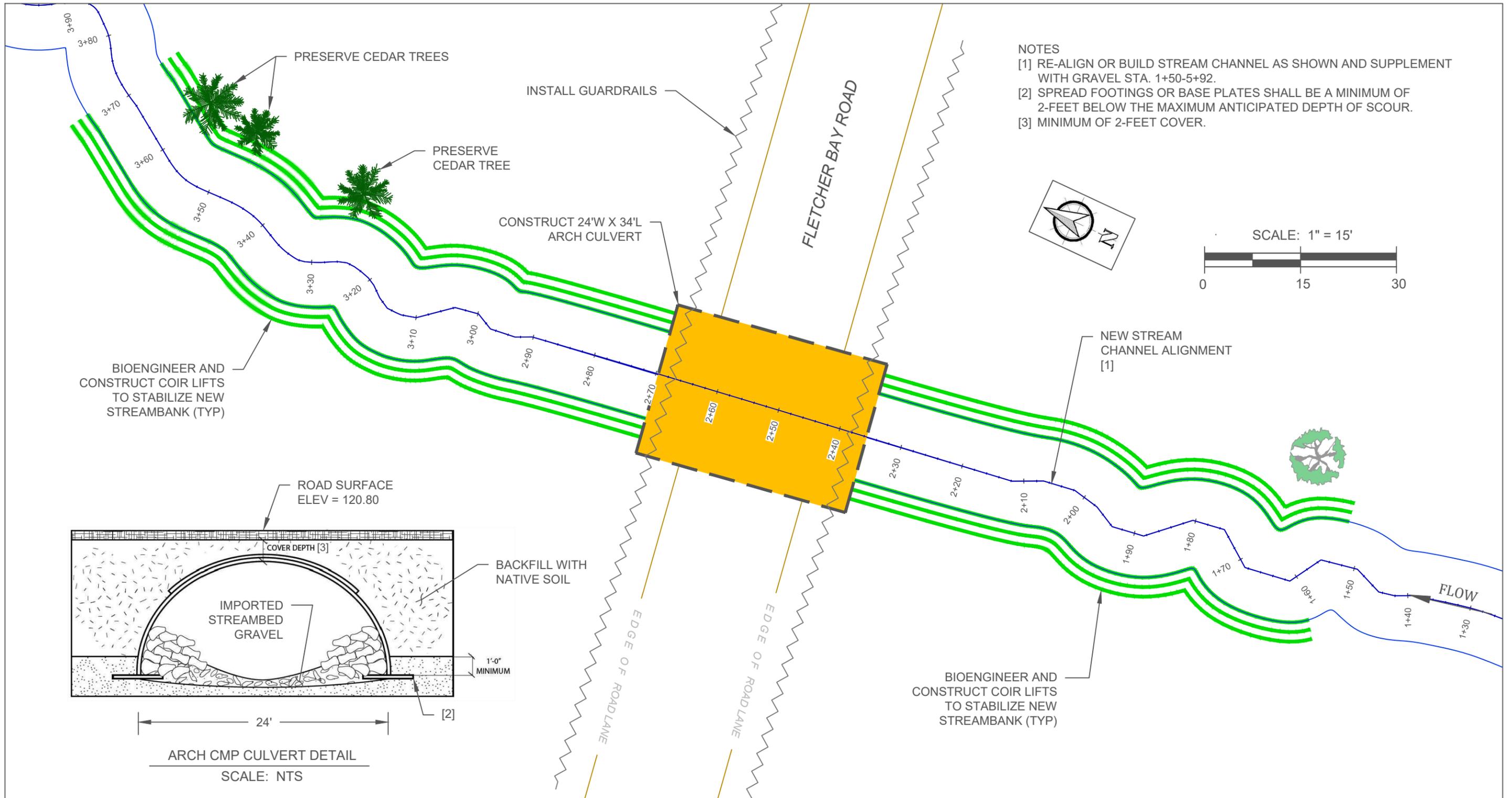
**Wild Fish Conservancy**  
 15629 Main Street NE  
 Duvall, WA 98019  
 Phone: 425-788-1167

OPTION 1: STEEL BRIDGE
FLETCHER BAY ROAD CULVERT REPLACEMENT
BAINBRIDGE ISLAND, WA

REVISIONS	DATE

SHEET NO.	2
SHEET	XX

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DATE:	08-27-2018
DRAWN BY:	S. KROPP
DESIGNED BY:	A. STONKUS, P.E.
CHECKED BY:	
JOB NO.:	



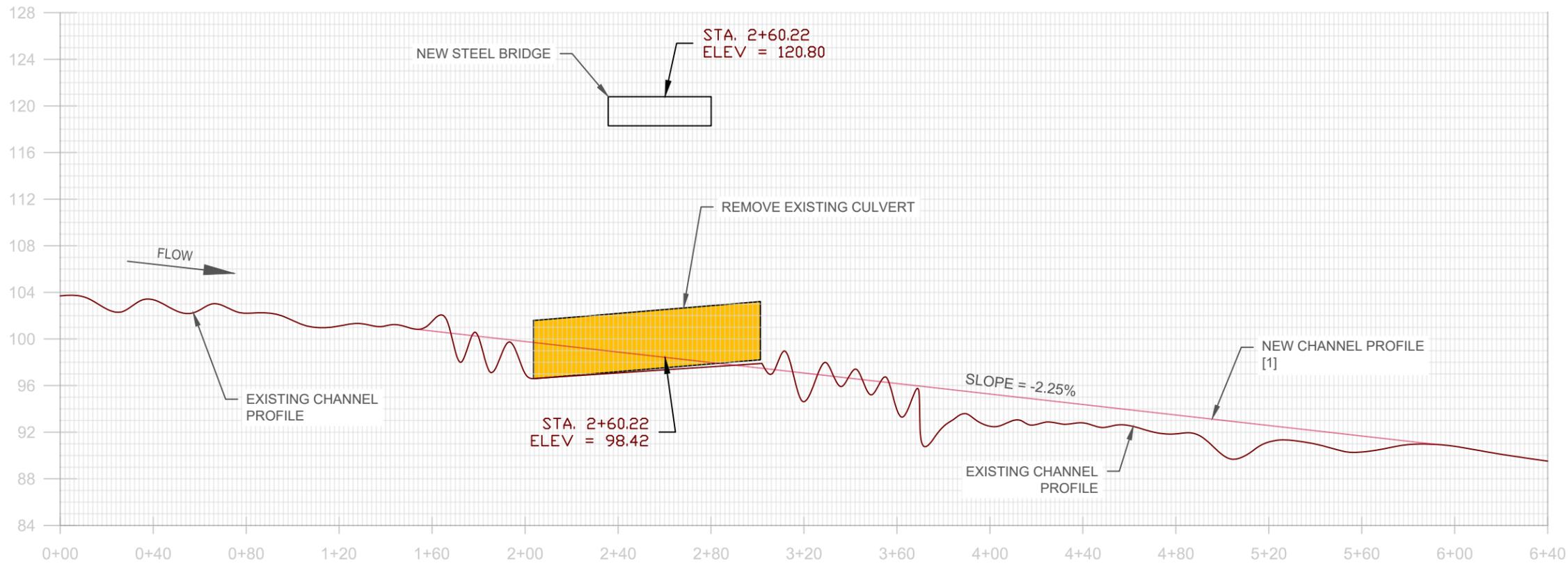
**Wild Fish Conservancy**  
15629 Main Street NE  
Duvall, WA 98019  
Phone: 425-788-1167

OPTION 2: ARCH CULVERT
<b>FLETCHER BAY ROAD CULVERT REPLACEMENT</b>
BAINBRIDGE ISLAND, WA

REVISIONS	DATE

SHEET NO.	<b>3</b>
SHEET	___ of ___

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**STREAM PROFILE**

SCALE: 5H:1V

**NOTES**  
[1] SUPPLEMENT WITH GRAVEL TO ELEVATE STREAMBED TO FINAL GRADE.

DATE:	08-27-2018
DRAWN BY:	S. KROPP
DESIGNED BY:	A. STONKUS, P.E.
CHECKED BY:	
JOB NO.:	



**Wild Fish Conservancy**  
15629 Main Street NE  
Duvall, WA 98019  
Phone: 425-788-1167

STREAM PROFILE
FLETCHER BAY ROAD CULVERT REPLACEMENT
BAINBRIDGE ISLAND, WA

REVISIONS	DATE

SHEET NO.
4
SHEET ____ of __XX__

**Wild Fish Conservancy  
Cost Estimate Template**

Revised 9/7/2018

Project Name: **Fletcher Bay Road Option 1: 30' wide Steel Bridge**

Date: 09/07/18

Estimate By: SK, AS, JG

Stream: Springbrook Creek

Proposed Correction: Remove culvert and replace with steel bridge.  
Restore stream channel and add LWD.

Description	Unit	Quantity	Cost	Amount	Sub Total
<b>Mobilization / Site Preparation</b>					
Mobilize	L.S.	1	\$34,000	\$34,000	Assume 10% of construction costs less bridge cost. Mob, demob, surveying and staking.
Bypass	L.S.	1	\$2,500.00	\$2,500	
Access	L.S.	1	\$7,500.00	\$7,500	Provide temporary access and traffic control during construction.
Erosion Control	L.S.	1	\$3,000.00	\$3,000	
Utilities	L.S.	1	\$15,000.00	\$15,000	Water line.
MOBILIZATION SUB TOTAL					\$62,000
<b>Excavation</b>					
Excavation, Common	C.Y.	1300	\$15.00	\$19,500	Includes floodplain, overbank and stream re-alignment excavations.
Excavation Disposal	C.Y.	1000	\$45.00	\$45,000	Haul to an approved receiving site.
Asphalt Removal / Disp.	C.Y.	33	\$125.00	\$4,148	Take to an approved facility.
Rmv. & Disp. Culvert	L.S.	1	\$4,500.00	\$4,500	Remove and dispose of culvert
Concrete Recycling	L.S.	1	\$3,000.00	\$3,000	
Riprap Disposal	Tons	360	\$6.00	\$2,160	Assume 1.8 tons per lineal foot of streambank.
EXCAVATION SUBTOTAL					\$78,308
<b>Bridge Installations</b>					
Purchase Bridge	L.S.	1	\$320,000.00	\$320,000	Estimate provided by BigR Bridges. Includes bridge, abutments, and wing walls.
Install Bridge	L.S.	1	\$50,000.00	\$50,000	Install includes bridges, precast sills, sheet pile backwalls and wingwalls.
Resurface Road	L.S.	1	\$30,000.00	\$30,000	Includes gravel base course, crushed rock base layer and hot mix asphalt.
BRIDGE INSTALLATIONS SUBTOTAL					\$400,000
<b>Stream Channel and Bioengineering</b>					
Excavation, Channel	C.Y.	341	\$50.00	\$17,037	
Streambed Material	C.Y.	1396	\$50.00	\$69,778	Includes cost of materials and labor.
Large Woody Debris	Each	10	\$700.00	\$7,000	
Install Coir Wrap	L.F.	1200	\$25.00	\$30,000	Includes cost of all materials and labor.
Revegetation	Acres	0.6	\$25,000.00	\$15,000	Costs of invasive control, native plants, and installation included.
STREAM CHANNEL AND BIOENGINEERING SUBTOTAL					\$138,815
<b>CONSTRUCTION TOTAL</b>					<b>\$679,123</b>
Sales Tax	9.60%			\$65,196	
Engineering	18%			\$74,642	18% of construction total less bridge cost. Includes geotech, final designs, and construction oversight.
Topo Survey				\$3,500	
Fish Exclusion				\$3,000	
Project Management				\$8,000	
Indirect Costs	25%			\$70,586	
Permitting	6%			\$19,327	
Contingency (construction)	35%			\$237,693.04	
<b>PROJECT TOTAL</b>					<b>\$1,161,068</b>

**Project:** Springbrook Fish Passage  
**Location:** Fletcher Bay Road west of New Brooklyn

**Number:**

**Project Description**



Description: The Springbrook Fish Weir/Passage project proposes to replace the existing culvert at Springbrook Creek with an open box/bridge structure and streambed restoration.

Benefit:

Schedule: YR I: Design

**Capital Funding (1000's)**

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
<b>FUNDING SOURCES (1000's)</b>									
General Fund	\$0	\$50	\$0	\$50	\$0	\$0	\$0	\$0	\$100
Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSWM Fund	\$0	\$50	\$0	\$50	\$0	\$0	\$0	\$0	\$100
Federal Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Grant	\$0	\$85	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,085
<b>Sub-total</b>	<b>0</b>	<b>185</b>	<b>0</b>	<b>1100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1285</b>

<b>FUNDING USES (1000's)</b>									
Project Management		\$4		\$50					\$54
Design/permitting		\$181		\$50					\$231
Construction				\$1,000					\$1,000
<b>Sub-total</b>	<b>0</b>	<b>185</b>	<b>0</b>	<b>1100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1285</b>

**Estimated Impact on Future Operating Budget**

	Prior Yrs.	2021	2022	2023	2024	2025	2026	2027-2040	Total
Operating Debt Service		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Sub-total</b>		<b>\$0</b>							



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:**

**AGENDA ITEM:** Authorize the City Manager to Submit an Application to the Department of Commerce Climate Program - Early Planning Grant Program Relating to the Inclusion of Climate Change Elements in the 2024 Comprehensive Plan Update (\$80,000)

**SUMMARY:** City staff plans to submit a grant application to the Department of Commerce to develop a preliminary online GIS-based map showing existing and future flood vulnerability and risk using current relative sea level rise projections as documented in the the USGS Puget Sound Coastal Storm Modeling System. The preliminary map will identify public facilities vulnerable to sea level rise flooding and will be shared with the community through an online information session to gather geographically specific feedback on areas of risk.

In collaboration with public facility managers and emergency services, public facilities will be prioritized for high-resolution risk assessment for flood vulnerability and flood risk. A final online GIS-based map will show existing and future flood vulnerability and risk with refinements based on public feedback, high-resolution public facility assessments, and flood elevation certificates. An accompanying report will highlight key findings, summarize community risk, identify focus areas where the vulnerability of public facilities and the private development served by those facilities result in areas at high risk, and summarize adaptive strategies that could be considered to manage risk. A second online information session will share the results of the project, including the final map and report.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Authorize the City Manager to Submit an Application in Substantially the Form as Included with the Agenda Item to the Department of Commerce Climate Program - Early Planning Grant Program Relating to the Inclusion of Climate Change Elements in the 2024 Comprehensive Plan Update (\$80,000)

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	70,000
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	70,000
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The Washington State Legislature is providing \$2.3 million in grant funding for King, Kitsap, Pierce, and Snohomish counties, and the cities within them, to incorporate climate action into their periodic updates. Climate change elements in local comprehensive plans are not currently required by state law.

However, this climate program grant is intended to support jurisdictions that are ready to proceed with climate change planning activities. Climate program grant funding will be available through a competitive application process. Cities are eligible for up to \$80,000 in grant funds.

This project responds to the following eligible activity for grant funding: "Implementation of measures that reduce per capita GHG emissions, reduce per capita VMT, or increase resilience." Per the Department of Commerce, implementation activities mean those planning level projects that further an existing comprehensive plan goal, such as designing a program, developing municipal codes or design standards. Implementation for the purposes of this grant does not include capital projects or other hard costs.

The City's 2017 Comprehensive Plan includes various references to sea level rise, including Goal EN-7: Anticipate and prepare for the consequences of sea level rise. Policy LU 2.5 in the 2017 Comprehensive Plan also identified a need to prepare a Bainbridge Island Climate Change Strategy. The resulting Climate Action Plan for the City of Bainbridge Island was adopted by City Council in November 2020. The Climate Action Plan has a goal to ensure that Bainbridge Island is climate savvy and can withstand the impacts of climate change, with a priority action to conduct a systematic, high-resolution analysis of exposure of City assets to sea level rise.

A 2016 Bainbridge Island Climate Impacts Assessment and a 2019 preliminary assessment of Sea Level Rise on Bainbridge Island provided some preliminary information on areas of risk and vulnerability related to sea level rise. However, this grant will help implement policies in the 2017 Comprehensive Plan by identifying the properties and public infrastructure most at risk from flooding due to sea level rise. The results of the assessment will inform anticipated adaptation planning efforts and updates to relevant development regulations, such as the City's Shoreline Management Program, Critical Areas Ordinance, and Flood Management Code.

Applications are due June 17, 2022 and all activities must be completed by June 15, 2023. Notices of award are expected in July 2022.

**ATTACHMENTS:**

[Department of Commerce Early Planning Climate Change Grant Application .docx](#)

[COBI Letter of Support - Department of Commerce Early Planning Climate Change Grant Application.docx](#)

**FISCAL DETAILS:** The total project cost is estimated at \$150,000. Requesting \$80,000 in grant funds with up to \$70,000 in matching funds to be provided by the City from the \$500,000 allocated by the Council in the 2021-22 budget for implementation of the Climate Action Plan.

**Fund Name(s):**

**Coding:**

# Climate Program Grant Application Form

## Summary

Jurisdiction	City of Bainbridge Island
Total funding request	\$80,000

## 1. Jurisdiction Information

Applying Jurisdiction	City of Bainbridge Island		
Project Manager	Peter Best, MMA		
Name (Lead Contact)	Peter Best		
Title	Senior Planner		
Department	Planning & Community Development		
Mailing Address	280 Madison Ave N		
City	Bainbridge Island		
State	WA	Zip Code	98110
Telephone Number	206.780.3719		
Email	<a href="mailto:pbest@bainbridgewa.gov">pbest@bainbridgewa.gov</a>		
Financial Contact	Peter Best, MMA		
Name	Peter Best		
Title	Senior Planner		
Department	Planning & Community Development		

Telephone Number	206.780.3719
E-mail	<a href="mailto:pbest@bainbridgewa.gov">pbest@bainbridgewa.gov</a>
Unified Business Identifier (UBI) Number	189-002-241
Statewide Vendor (SWV) Number	0019249-00
Authorized Official	Blair King, City Manager
Name	Blair King
Title	City Manager
Email	bking@bainbridgewa.gov

## 2. Scope of Work and Project Schedule

Provide a proposed scope of work, detailing the grant objective (project), actions, steps and deliverables. Instructions are in the Grant Application Instructions.

All grant deliverables must be submitted by June 15, 2023. If you propose multiple grant objectives, actions, steps or deliverables, please copy and paste the appropriate rows below. The example scopes of work from the grant instructions are included at the end of this document if a community wishes to copy portions or all of that material into this table.

### Grant Objective:

To complete a high-resolution sea level rise vulnerability and risk assessment to inform a variety of planning efforts and the development of adaptation strategies, including:

- Implementation of the City of Bainbridge Island Climate Action Plan.
- Adaptation of utility system plans and capital facilities planning as well as ground water management planning for our sole-source aquifer.
- Amendments to the City's Shoreline Master Program, flood regulations, and other regulations.
- Community engagement and neighborhood-based adaptation planning.

Steps/ Deliverables	Description	End Date
Action 1	<a href="#">Project Administration / Management</a>	
Deliverable 1.1	Payment Request / Progress Report	Quarterly
Deliverable 1.2	Close Out Report	6/15/2023
Action 2	<a href="#">Obtain Professional Services</a>	

Step 2.1	Procure professional services from a qualified individual, consulting firm, and/or agency to conduct the technical vulnerability and risk assessment. We have preliminary commitments from USGS to use the Puget Sound Coastal Storm Modeling System model. Additional consultant support may be required.	
Deliverable 2	Signed agreement(s)	9/30/2022
Action 3	<b>Complete a flood vulnerability and risk assessment</b>	
Step 3.1	<p>Develop a preliminary online GIS-based map showing existing and future flood vulnerability and risk using current relative sea level rise projections (2018 WA Coastal Hazards Resilience Network) as documented in the USGS Puget Sound Coastal Storm Modeling System (PS-CoSMoS). If funding and/or timing are inadequate to acquire PS-CoSMoS modelling results, then a “bathtub” model consistent with WA Coastal Hazards Resilience Network guidance will be used instead. The preliminary map will identify public facilities (e.g., transportation, utilities, buildings, parks, contaminated sites) vulnerable to sea level rise flooding. An accompanying technical memo will document the data sources and modeling process and explain how to interpret the map.</p> <p>In collaboration with public facility managers and emergency services (e.g., City Public Works, utility providers, Park District, Fire Dept, WSFOT/WSF, EPA/Ecology clean up site managers), public facilities will be prioritized for high-resolution risk assessment. To the extent possible, existing surveyed elevation data and design information from GIS, surveys, as-built documents, and staff will be utilized to refine flood vulnerability and flood risk. To the extent necessary and financially feasible, new high-resolution elevation data and design information will be acquired for the most vulnerable and highest priority public infrastructure. Standard GMA capital facility planning timeframes will be one consideration in prioritizing vulnerable public infrastructure.</p> <p>To the extent financially feasible, flood elevation certificates will be used to inventory vulnerability and risk to existing buildings. A procedure will be established for adding and maintaining flood elevation certificate information in the GIS database.</p>	1/1/2023
Step 3.2	The preliminary map and technical memo will be shared with the community through an online information session.	2/1/2023
Step 3.3	Feedback will be collected through an online survey which will have the capability to pin comments to the preliminary map so that geographically specific feedback can be provided.	3/1/2023

Step 3.4	A final online GIS-based map will show existing and future flood vulnerability and risk with refinements based on public feedback, high-resolution public facility assessments, and flood elevation certificates. An accompanying report will document the process used to develop the final map, highlight key findings, summarize community risk (such as # of parcels, total sq. ft. of buildings, property value), identify focus areas where the vulnerability of public facilities and the private development served by those facilities result in areas (i.e., neighborhoods) at high risk, and summarize adaptive strategies that could be considered to manage risk.	5/1/2023
Step 3.5	A second online information session will share the results of the project, including the final map and report, with the public.	6/1/2023
Deliverable 3.1	Preliminary Sea Level Rise Flood Vulnerability and Risk Assessment Map & Technical Memo	1/1/2023
Deliverable 3.2	Online Information Session regarding the Preliminary Map	2/1/2023
Deliverable 3.3	Online public survey with capability to pin comments to the preliminary map	3/1/2023
Deliverable 3.4	Final Sea Level Rise Flood Vulnerability and Risk Assessment Map & Report	5/1/2023
Deliverable 3.5	Online Information Session regarding the Final Map & Report	6/1/2023

### 3. Proposed Budget / Financial Information

Propose a project budget to reflect your expected level of effort for each of the deliverables provided above. This is a performance-based contract, therefore grantees will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. The final deliverable of each grant objective must be at least 20% of the total grant amount for that grant objective.

Grant Objective:	Commerce Funds
Deliverable 1.	\$0
Deliverable 2.	\$0
Deliverable 3.	\$80,000
Deliverable 4.	n/a
Total:	\$80,000

Budget Narrative: For each grant objective, please support the funding request with estimates of staff hours (may be per action, step, or deliverable), staff hourly rates, and other expenses.

All grant costs will be incurred for Task 3. The preliminary cost estimate from USGS to support this project with the PS-COSMOS model is \$100,000. An additional \$50,000 is anticipated for additional consultant services to support data acquisition/integration and GIS mapping. The total budget for the project is \$150,000, of which the City will provide \$70,000 in match.

City staff time for all tasks will be in-kind and not billed to the grant. USGS believes they will leverage an additional \$50,000 of in-kind value for this project.

## 4. Grant Application Questions and Scoring Method

Please answer each of the below questions. Applications are scored based on the responses to questions. After scoring, the applications are ranked by total points. The scores, together with the total number of applications received, will assist in determining the grant funding and any adjustments needed.

**4a. Readiness to Proceed: (0-20 points)** Please describe your plan to initiate and complete this project by June 15, 2023. See grant instructions for additional detail on what to include in this section.

The City has done the preliminary assessment and policy work to identify this project as a key gap to address coastal climate risks. City matching funds have been committed and staff identified to work on this project. USGS has made a preliminary commitment to support this project using the PS-COSMOS model. A cooperative agreement with USGS has been drafted and is ready for approval.

The City will establish a public facilities coordination group representing transportation, utilities, parks, emergency management/services, CERCLA/MTCA sites, and other facilities vulnerable to sea level rise flooding. Most of these partners have already agreed to participate.

This project utilizes methods developed by the WA Coastal Hazards Resilience Network for sea level rise in Washington, including:

- Relative sea level rise projections and guidelines to support sea level rise planning
- USGS Puget Sound Coastal Storm Modeling System (PS-CoSMoS)
- Lessons learned from local governments incorporating sea level rise into Shoreline Management Plans

The PS-CoSMoS model was selected because it incorporates hydrodynamic factors (currents, winds, waves) that a “bathtub” model does not. This is an important distinction for Bainbridge Island because we are subject to significant fetch on the east side of the Island as well as unique water level characteristics on the west side of the Island caused by narrow passages to both the north and south. The PS-CoSMoS model is also undergoing further development that will support future coastal erosion modeling that we expect to utilize in the next few years.

This project will bring together local/state/federal and public/private managers of public facilities and services so that we can assess vulnerability and risk together and then adaptively plan public facilities into the future.

This project will capitalize on existing data regarding public and private development, elevation, and design relative to flood vulnerability. New data collection efforts to assess risk will be prioritized and focused on the most vulnerable assets.

**P4b. Local Commitment to the project: (0-10 points)** See grant instructions for additional detail on what to include in this section.

The City Council has committed to this project through adoption of the City's 2020 Climate Action Plan, which identifies this work as a priority action. City Council has voted to support this grant application. The City Manager has signed a letter of support.

The City has committed to provide cash match for this project. The City also plans to provide in-kind support for this project from the following staff:

- Senior Planner (project manager)
- Climate Mitigation and Adaptation Officer
- City Engineer
- Survey Program Manager
- GIS specialist

Additional support will be provided by the City's Climate Change Advisory Committee.

Many partnering agencies have committed to participate in the project as well.

**4c. Local Need: (0-30 points)** See grant instructions for additional detail on what to include in this section.

With more than 50 miles of marine shoreline, sea level rise is of critical concern for our community. Sea level rise will result in the loss of land, homes, roads, and habitat, and could lead to seawater/saltwater intrusion into Bainbridge Island's sole-source aquifers. A number of public and private development assets, primarily related to sewer service in and around Eagle Harbor and some low-lying streets, have already experienced or will soon experience inundation from sea level rise, especially during king tides.

A [2016 Bainbridge Island Climate Impacts Assessment](#) and [2019 preliminary assessment of Sea Level Rise on Bainbridge Island](#) provided some preliminary information on areas of risk and vulnerability related to sea level rise. However, this grant will help implement policies in the 2017 Comprehensive Plan by identifying the public infrastructure and properties most at risk from flooding due to sea level rise. The results of the assessment will inform anticipated adaptation planning efforts and updates to relevant development regulations, such as the City's Shoreline Master program, Critical Areas Ordinance, and Flood Management Code.

**4d. Potential Impact: (0-40 points)** Respond to the following questions:

- How will the proposed activity advance climate change goals and policies in your comprehensive plan update?
- How will the proposed activity support your community in meeting Vision 2050 greenhouse gas and per capita vehicle miles traveled reduction targets?
- How will the proposed activity better prepare your community for climate impacts?
- Will your activity include measures that also generate co-benefits of improved ecological function?
- Will your activity consider measures that increase resilience or livability in areas with social, economic or environmental health disparities?

This project is a priority action for implementing climate change goals and policies adopted in our 2017 Comprehensive Plan update and our 2020 Climate Action Plan, which was adopted to prioritize and implement actions necessary to accomplish those goals and policies. Sea level rise is the greatest climate risk to the Bainbridge Island community relative to social impacts as well as damage/loss and adaptation/mitigation costs to property and infrastructure.

Sea level rise will disproportionately impact (in terms of economic impact, life-safety, and potential displacement impacts) coastal landowners and residents in our community and will likely diminish opportunities for the entire community to access and enjoy the shoreline, especially for those community members who do not live on the shoreline.

The results of this project will provide the high-resolution information needed for anticipated adaptation planning, including new and updated:

- Agency and utility capital facilities planning
- Development regulation updates, such as the Shoreline Master program, Critical Areas Ordinance, and Flood Management Code
- Ecosystem recovery/adaptation plans
- Neighborhood-based adaptation planning

This work will result in:

- Responsible long-term investments (and divestments) in infrastructure and public facilities
- Improved habitat transition/migration
- Reduced future flood damage claims
- Equitable community planning



June 16, 2022

To Whom It May Concern,

The City of Bainbridge Island fully supports the attached application for the Bainbridge Island Sea Level Rise Flooding Vulnerability and Risk Assessment with the Department of Commerce's Early Planning Climate Change Grant program.

With more than 50 miles of marine shoreline, sea level rise is of critical concern for our community. Sea level rise will result in the loss of land, homes, roads, and habitat, and could lead to seawater/saltwater intrusion into Bainbridge Island's sole-source aquifers. A number of private development and public assets, primarily related to sewer service in and around Eagle Harbor and some low-lying streets, have already experienced or will soon experience inundation from sea level rise, especially during king tides.

In recognition of these risks, the City's 2017 Comprehensive Plan included various references to sea level rise, including:

- Goal EN-7: Anticipate and prepare for the consequences of sea level rise.
- Guiding Policy 2.4 Anticipate and prepare for the consequences of climate change (including sea level rise) on our aquatic resources.
- Policy EN 7.1 Consider the implications of sea level rise in all relevant decision-making by using regional sea level rise projections and shoreline instability maps.
- Policy EN 6.4 Locate public facilities such as sewer and water lines outside of frequently flooded areas and with consideration of future sea level rise, in order to minimize damage to both the public facility and the natural environment.

Policy LU 2.5 in the 2017 Comprehensive Plan also identified a need to prepare a Bainbridge Island Climate Change Strategy. The resulting Climate Action Plan for the City of Bainbridge Island was adopted by City Council in November 2020. The Climate Action Plan has a goal to ensure that Bainbridge Island is climate savvy and can withstand the impacts of climate change, with a priority action to conduct a systematic, high-resolution analysis of exposure of City assets to sea level rise.

A 2016 Bainbridge Island Climate Impacts Assessment, 2019 preliminary assessment of Sea Level Rise on Bainbridge Island, and 2021 Policy White Paper on Flooding from Sea Level Rise provided some preliminary information on areas of risk and vulnerability related to sea level rise. However, this grant will help implement policies in the 2017 Comprehensive Plan by identifying the properties and public infrastructure most at risk from flooding due to sea level rise. The results of the assessment will inform anticipated adaptation planning efforts and updates to relevant development regulations, such as the City's Shoreline Master program, Critical Areas Ordinance, and Flood Management Code.

280 Madison Avenue North  
Bainbridge Island, Washington 98110-1812  
[www.bainbridgewa.gov](http://www.bainbridgewa.gov)  
206.842.7633

The City will provide funding and staff time in support of this project and will coordinate input and engagement from our Climate Change Advisory Committee, shoreline property owners, partner agencies and the general public.

This grant will help us implement important policies in our 2017 Comprehensive Plan and a priority action in our Climate Action Plan to prepare our community for the impacts of climate change. Thank you for your consideration

Sincerely,

Blair King  
City Manager



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Authorize Issuance of Request for Proposals (RFP) for Professional Services for the Project to Update to the Winslow Subarea Plan \*\* 2022 Council High Priority Project\*\* - Planning,

**SUMMARY:** The City Council has identified updating the Winslow Subarea Plan ("WSP") as a High Priority work plan item in 2022. The last update of the WSP was completed in 2006. Updating the WSP is also identified as a priority action in the Land Use Element of the Comprehensive Plan. See pages LU-31 – LU-32.

The Council discussed how to approach the update to the WSP on February 8 and May 10, 2022. On May 10, 2022, the Council provided direction to the City Manager to prepare a solicitation for professional services for the project, and to allow the Council an opportunity to review the draft solicitation. See attached RFP, drafted to be issued on Friday June 24th, the same day it could be published in the Bainbridge Review newspaper. The City would also advertise the RFP on the Seattle Daily Journal of Commerce, Washington State Chapter of the American Planning Association, and City websites.

**AGENDA CATEGORY:** Consent Agenda

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to authorize the City Manager to issue the attached RFP for professional services for the project to update the Winslow Subarea Plan.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** Professional services are required for the preparation of the Winslow Subarea Plan. The plan is updated infrequently, and the City is not staffed for this type of significant project on an everyday basis. The solicitation process is intended to help the City find the most qualified consultant.

The RFP outlines an expected Scope of Work. This Scope can be generally seen as a three step process: 1) data and fact gathering; 2) community engagement and visioning; and 3) preparation of the document. The

work is anticipated to be completed within a 12 month period and it will be required to be coordinated with the preparation of the Housing Action Plan, which will occur on a separate, but parallel path.

Proposals are due July 22. The City Council will be asked to award a contract subsequent to an evaluation of the proposals received.

**ATTACHMENTS:**

[06092022 DRAFT RFP Winslow Subarea Plan Update.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

## RFP: Update to Winslow Subarea Plan

Issuance Date: June 24, 2022

Deadline: July 22, 2022

The City of Bainbridge Island (COBI) seeks qualified professionals to assist the City with an update to the [Winslow Subarea Plan](#).

### Project Description

The [Winslow Subarea Plan](#) was adopted in 1998 and was last updated in 2006. The current Winslow Subarea Plan applies to an area identified as the Winslow Study Area, encompassing approximately 1,527 acres north of Eagle Harbor on Bainbridge Island (see [Figure 2.3 in the Land Use Chapter of the WMP](#)). This greater Winslow area includes an area known as “downtown” Bainbridge Island, the Washington State Ferry terminal, and the residential areas that radiate north, east, and west from the mixed use districts of Winslow, identified as the Mixed Use Town Center and High School Road districts (see [Figures 2.2 and 2.4 in the Land Use Chapter of the WMP](#)). Winslow is the largest of the City’s designated centers, with the largest area on Bainbridge Island served by the City water and sewer utility. The City is continuing to improve transportation facilities to ensure that Winslow becomes an efficient and safe multi-modal transportation hub.

The City seeks to secure interdisciplinary consulting expertise to update the [Winslow Subarea Plan](#) as outlined. The project requires expertise in the following fields:

- Community Engagement
- Land use & Subarea Plan Development
- Transportation Planning
- Utility Planning
- Sustainability
- Urban Design
- Economic and Financial Analyses
- Visualization & Modeling
- Applied Redevelopment Techniques

### Project Tasks/ Scope of Work

- 1) Prepare and coordinate review/approval on a work plan with timeline, due dates, and deliverables.
- 2) Community Engagement: Develop a public outreach and community engagement plan and assist with public outreach efforts to engage specific local stakeholders and the broader community.
- 3) Information Gathering: Collect land use, transportation, and utility data. (See section below re: integration and implementation of existing City projects, with an emphasis on capacity and future growth/expansion.)
- 4) Through broad and diverse community engagement methods, develop a common vision for the greater Winslow area and “downtown” mixed use districts.
- 5) Review existing [Winslow Subarea Plan](#) geographic boundaries and existing City growth strategy (see Island-wide Conservation and Development Strategy described in the [Land Use Element of the Comprehensive Plan](#)) which focuses future development in Designated Centers, including Winslow.
- 6) Document Preparation: Develop land use and transportation alternatives for the subarea plan that would implement the community vision, City equity goals, and further climate change, transportation, and housing plans (see section below re: existing City projects). Create an updated Draft Winslow Subarea Plan with preferred alternative.

- 7) Complete Draft of Winslow Subarea Plan and State Environmental Policy Act (SEPA) review, e.g., SEPA checklist and Determination.
- 8) Participate in Planning Commission review and recommendation to the City Council on the Draft Winslow Subarea Plan, then City Council review and decision.

Additional potential deliverables for this project may include (if necessary):

- 9) Draft Proposed Updates to the Bainbridge Island Municipal Code
- 10) Revise City Design Guidelines
- 11) Amendments to [City Water](#) and/or [City Sewer](#) Utility Plans

### Additional Context

Existing and ongoing City projects will inform and be implemented and informed by or be considered in concert with the [Winslow Subarea Plan](#) Update project.

Housing Action Plan (“HAP”): The City began work on a City HAP in late spring 2022. Through this project, work to update the City’s Housing Needs Assessment is expected to be completed in fall 2022. Since Winslow is the City’s largest designated center, information generated by the Housing Needs Assessment will inform how land use should be modified, if at all through the Winslow Subarea [Plan](#) Update project.

Both the [Climate Action Plan](#) and [Sustainable Transportation Plan](#) have been approved by the City Council, and City staff have begun work to implement these plans. The City will apply a Climate Lens throughout the [Winslow Subarea Plan](#) Update project.

Ongoing City Equity Work: The City has begun a community-wide discussion about equity, led by the [Race Equity Advisory Committee](#). The City will apply an Equity Lens throughout the [Winslow Subarea Plan](#) Update project.

The City reserves the right through this RFP to select a consultant based on their ability to deliver the specific scope of work, and the potential for expanding the scope to efficiently include, where necessary, implementation of the above-mentioned City initiatives.

### Timeline

Project to be completed within 12 months of contract execution. The update to the Winslow Subarea Plan is a major component that will inform the City’s 2024 Comprehensive Plan periodic update.

### Estimated Budget

The City of Bainbridge Island estimates spending approximately \$250,000 on the update to the Winslow Subarea Plan. A final budget will be negotiated with the selected consultant or consultant team. Proposed costs should reflect an understanding of the scope of the engagement.

### Submittals

Individuals or firms wishing to respond to this RFP must submit a proposal that clearly and accurately demonstrates an understanding of the scope of work to be done and the applicant’s specialized

knowledge and experience showcasing an ability to perform the services outlined in the scope of work. Each Proposal must include the following components:

- Each proposal must address and reference the tasks listed above in the Project Description and Scope of Work.
- A brief overview of firm(s) and resumes of the professionals who will perform the work.
- Examples of previous subarea planning project experience, including land use, transportation, utility, and open space planning.
- Examples of robust community engagement experience for complex planning, transportation, or similar projects.
- References for example projects described.
- Proposed budget by task and Fee schedule/hourly rate (including any administrative fees or surcharges).

Proposals must be submitted by 4:00 PM PST on Friday July 22, 2022. Submittals are limited to 20 pages, not counting the cover pages. Responses should be sent via email under the subject "COBI RFP for Update to Winslow Subarea Plan" to [jsutton@bainbridgewa.gov](mailto:jsutton@bainbridgewa.gov). Submittals must be received by the deadline. Submittals received after the deadline will not be considered.

Email is the preferred method, but responses may also be mailed or dropped off at City Hall (Monday – Friday, from 8:00 AM to 4:00 PM). Print copies should be double-sided, with no cover or binding.

City of Bainbridge Island City Hall  
280 Madison Ave N  
Bainbridge Island, WA 98110  
Attention: Jennifer Sutton, COBI RFP for Update to Winslow Subarea Plan

#### Evaluation/ Selection Process

Friday, July 22, 2022	:	Deadline to submit proposals
Week of August 8, 2022:		Potential consultant interviews (estimate)
Week of August 22, 2022:		Selection of the most qualified applicant (estimate)
September 2022:		Contract executed (estimate)

#### Evaluation Criteria

A qualifications-based selection process will be used to select finalists from the pool of applicants and to select the most qualified applicant or applicants. Individuals or firms with strong experience in the areas listed below are encouraged to apply.

The following will be used to evaluate and rank responses to this RFP:

- Qualifications of the firm/team members.
- Relevant past project experience of the firm/team.
- Ability to perform the requested work within the desired timeframe.

- Attention to detail.
- Compliance with RFP requirements.
- Professional references.
- Fee schedule/hourly rate (including any administrative fees or surcharges).

#### Terms and Conditions

Questions regarding this RFP or the submittal process should be directed to Senior Planner Jennifer Sutton at [jsutton@bainbridgewa.gov](mailto:jsutton@bainbridgewa.gov) or 206-780-3772.

Selected applicants will be required to execute a City of Bainbridge Island Professional Services Agreement, obtain a City of Bainbridge Island Business License, and demonstrate compliance with the City's insurance requirements.

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in this RFP process. This RFP does not obligate the City to pay any cost incurred by applicants in responding to this RFP. All such costs shall be borne solely by each applicant. Furthermore, this RFP does not obligate the City to enter into a contract with any applicant responding to this RFP.

In the event that the City and the selected applicant cannot negotiate a mutually agreeable contract for the services specified in this RFP at a price which the City, at its sole discretion, determines is fair and reasonable, the City reserves the right to terminate negotiations with that applicant and begin negotiations with another applicant or begin a new process to select a consultant to perform the services specified in this RFP.

#### Americans with Disabilities Act (ADA) Information

The City of Bainbridge Island in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all its programs and activities. This material can be made available in an alternate format by emailing [cityclerk@bainbridgewa.gov](mailto:cityclerk@bainbridgewa.gov) or by calling collect 206.842.2545.

#### Title VI Notice

The City of Bainbridge Island in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** Adopt Resolution No. 2022-23 to Approve an Agreement for the Grant of Two Million Dollars of American Rescue Plan Act Funds with Housing Resources Bainbridge to Provide Thirteen Affordable Housing Units at 550 Madison,

**SUMMARY:** On September 28, 2021, the City Council approved two million dollars of American Rescue Plan Act ("ARPA") funds for the Housing Resources Bainbridge ("HRB") affordable housing project identified as the Wyatt/Madison Project, or also known as the 550 Madison Project.

On March 22, 2022, the Council reviewed and endorsed with comments the preliminary terms of the grant to fund thirteen affordable housing units at 550 Madison. The grant agreement is required to maintain the City's compliance with the expenditure requirements of the ARPA program and to establish the terms to meet the Council's objectives. With the exception of two de minimis, or insignificant changes, HRB has agreed to the grant conditions as presented in the revised agreement. These conditions have been incorporated into the final grant agreement.

It is noted that the Council expressed a preference for a diversity of affordable housing unit sizes. The agreement encourages a mixture of one-bedroom, two-bedroom, and three-bedroom units. HRB has informed the City that all thirteen units will be one-bedroom units, which reflect the units that are in the highest demand.

**AGENDA CATEGORY:** Contract

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Adopt Resolution No. 2022-23 to approve an agreement for the grant of two million dollars of American Rescue Plan Act funds to Housing Resources Bainbridge to provide thirteen affordable housing units at 550 Madison.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	\$2 million - ARPA Funds
<b>Ongoing Cost:</b>	No ongoing financial commitment
<b>One-Time Cost:</b>	\$2 million - ARPA Funds. Note, this does not include COBI Administrative Costs
<b>Included in Current Budget?</b>	

**BACKGROUND:** This is the final step to establish a contract to provide \$2 million in ARPA funds to HRB to subsidize the development of 13 affordable housing units. The Council conceptually approved this grant on September 28, 2021, when it voted for the ARPA project list. On March 22, 2022, the Council reviewed and

approved with changes the preliminary terms of the grant. The modified agreement was provided to HRB. With the exception of two insignificant changes, HRB has accepted the proposed grant terms. This is the final grant approval.

Housing Resources Bainbridge is partnering with Madison Avenue Development to develop an approximately 82 unit residential development located at 550 Madison. Thirteen of these units will be operated as affordable housing for low income households. This grant will assist HRB to acquire these 13 units.

The agreement, as reviewed and amended by previous City Council action, provides for the following:

- 1) An Affordable Housing Covenant will be recorded to run with the land.
- 2) The covenant will apply to all 13 affordable housing units.
- 3) Affordable housing will be defined as households with gross income equal to or less than sixty percent (60%) of Area Median Income for Kitsap County. Monthly rental rates shall be calculated to meet the income criteria required using rental rates set by the United States Department of Housing and Urban Development (HUD) Home Investment Partnerships (HOME) program. (Section 1.A.) This is one of two de minimis revisions. HRB has received a HOME grant for this project and this language is intended to provide for uniformity in project administration.
- 4) HRB is responsible to ensure that tenants meet income requirements.
- 5) Section 1.C. of the agreement encourages a diversity of housing sizes. (HRB has informed the City that all units will be one-bedroom units. HRB represents that one-bedroom units are in the most demand with the longest waiting list.)
- 6) HRB shall not allow overcrowding to occur.
- 7) The construction of the affordable units shall be of similar construction and quality as other units in the project.
- 8) HRB will manage the units in a professional manner and allow tenants the ability to communicate with a property manager and make a property manager readily available.
- 9) All units shall be maintained in a safe, sanitary, and decent condition for the duration of the Affordable Housing Covenant.
- 10) No mechanic's or materialmen's liens will be allowed to be placed against any of the affordable units at any time.
- 11) The City will not have any ownership interest in the affordable housing units and will not be responsible for constructing, maintaining, operating, or repairing units. The City shall have the right of first refusal to purchase the affordable housing units if HRB decides to sell or otherwise transfer any of the affordable housing units to a third party.
- 12) Eligible prospective tenants who were displaced as a result of the demolition of the previous affordable housing structure that most recently existed on the Project site will be given preference by HRB regarding occupancy of the affordable units that will be constructed as part of this project. (3.E.vi.)
- 13) The Affordable Housing Covenant will be enforced for 50 years (3.E.v.)
- 14) Five years prior to the life of the covenant expiring (45th year), the City shall be provided with the right of first refusal to purchase any of the affordable housing units (3.E.viii.)

15) HRB agrees to complete construction of affordable housing units no later than December 31, 2025, and to make the 13 affordable units available for rental no later than December 31, 2025. (Section 2) (Note this is the second de minimis change - ARPA expenditures must be fully obligated by December 31, 2026. Due to changes in ARPA guidelines, all ARPA funds may be used as revenue replacement, which provides a means to expend all ARPA funds prior to the obligation date at the end of 2026.)

16) Disbursement of grant funds to HRB shall be made upon the issuance of Certificate of Occupancy for all 13 affordable units and the recording of the Affordable Housing Covenant. If a separate Certificate of Occupancy is issued for one or more of the 13 individual affordable housing units, the City may provide a prorated amount of the overall grant funds.

17) HRB will provide any and all reports required by ARPA for a grant subrecipient.

18) HRB will not discriminate and will comply with all local, state, and federal fair housing and related laws.

19) HRB will provide a sign during construction of the affordable housing units recognizing the role of the ARPA grant and the role of the City of Bainbridge Island.

**ATTACHMENTS:**

[Resolution No. 2022-23 re HRB ARPA Grant Funding](#)

[Exhibit A to Resolution No. 2022.23 ARPA Grant Fund Agreement \(COBI & Housing Resources Bainbridge\) - HRB signed.pdf](#)

**FISCAL DETAILS:** This will commit \$2 million of the \$7.061 million of ARPA funds.

**Fund Name(s):**

**Coding:**

**RESOLUTION NO. 2022-23**

**A RESOLUTION** of the City of Bainbridge Island, Washington, approving an agreement for the grant of Two Million Dollars (\$2 Million) of American Rescue Plan Act Funds to Housing Resources Bainbridge to provide thirteen (13) Affordable Housing Units.

**WHEREAS**, the City has received funds from the United States Department of the Treasury pursuant to Section 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act (“ARPA”), Subtitle M of Pub. L. 117-2; and

**WHEREAS**, one of the purposes for which ARPA funds may be used is the development, repair, and operations of affordable housing and services or programs to increase long-term housing security for low-income and moderate-income households; and

**WHEREAS**, Housing Resources Bainbridge (“HRB”) is a Washington nonprofit corporation that is partnering with Madison Avenue Development, Inc., a Washington for profit corporation to develop residential property at 550 Madison Avenue North in the City of Bainbridge Island, and this project will include thirteen (13) affordable housing units; and

**WHEREAS**, the City has determined that the provision of the affordable housing units is eligible for funding under ARPA and that the units will serve those Bainbridge Island residents who have been impacted by COVID-19 by increasing long-term housing stability; and

**WHEREAS**, the City and HRB wish to set forth the terms and conditions under which the City will pass-through ARPA funds to HRB as a grant in the form of the “Agreement for Grant of American Rescue Plan (ARPA) Funds to Provide Affordable Housing” (“Grant Agreement”), which is included as Exhibit A to this resolution and is by reference made a part hereof.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Bainbridge Island that it approves the Grant Agreement included as Exhibit A to this resolution, and authorizes the City Manager to execute that Agreement on behalf of the City of Bainbridge Island.

PASSED by the City Council this \_\_\_\_ day of June, 2022.

APPROVED by the Mayor this \_\_\_\_ day of June, 2022.

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Joe Deets, Mayor

ATTEST/AUTHENTICATE:

By: \_\_\_\_\_

Christine Brown, MMC, City Clerk

FILED WITH THE CITY CLERK:	June 10, 2022
PASSED BY THE CITY COUNCIL:	June ____, 2022
RESOLUTION NO.	2022-23

Exhibit A: Agreement for Grant of American Rescue Plan Act (ARPA) Funds to Provide Affordable Housing

**AGREEMENT FOR GRANT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS  
TO PROVIDE AFFORDABLE HOUSING**

**Federal Award Assistance Listing No. 21.027 – Coronavirus State and Local Fiscal  
Recovery Funds**

THIS AGREEMENT (“Agreement”) is entered into between the City of Bainbridge Island, a Washington municipal corporation (“City”), and Housing Resources Bainbridge, a Washington nonprofit corporation (“HRB”), for the purposes set forth hereinafter.

**RECITALS**

WHEREAS, the City has received funds from the United States Department of the Treasury pursuant to Sections 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act (“ARPA”), Subtitle M of Pub. L. 117-2; and

WHEREAS, one of the purposes for which ARPA funds may be used is the development, repair, and operation of affordable housing and services or programs to increase long-term housing security for low-income and moderate-income households; and

WHEREAS, HRB is a Washington nonprofit corporation that is partnering with Madison Avenue Development, Inc., a Washington for profit corporation to develop approximately 82 residential units on land located at 550 Madison Avenue North in the City of Bainbridge Island (the “Project”). Upon completion of the Project, HRB has proposed to operate 13 units as affordable housing for low- and moderate-income households. HRB has requested a grant from the City to subsidize HRB’s provision of the affordable housing units and to ensure that the units remain affordable to low-income and moderate-income families for the life of the Project; and

WHEREAS, the City has determined that the provision of the affordable units is eligible for funding under ARPA and that the units will serve those Bainbridge Island residents who have been impacted by the public health emergency caused by COVID-19 by increasing long-term housing stability; and

WHEREAS, the City and HRB wish to set forth the terms and conditions under which the City will pass-through ARPA funds to HRB as a grant to provide the affordable housing units.

NOW, THEREFORE, the City and HRB agree as follows:

**1. HRB to Provide Affordable Rental Housing Units.**

A. As a condition of receiving grant funds from the City, HRB agrees to provide, own, operate, and maintain no fewer than 13 affordable housing units in the Project. As used in this Agreement, an “affordable housing unit” means a residential unit that is reserved for rent or lease to a household whose gross income is equal to or less than sixty percent (60%) of the Kitsap County Area Median Income (“AMI”), adjusted for household size, as published by

the United States Department of Housing and Urban Development (“HUD”) from time-to-time. If HUD ceases to publish AMI for Kitsap County or has not updated the same for a period of at least eighteen (18) months, the City may use or develop such other reasonable method as it may choose to determine AMI for Kitsap County. HRB agrees that all affordable housing units shall be rented to households that meet the income criteria set forth in this Section at a monthly rental rate set by HUD’s HOME program. If the tenant pays for utilities (water, sewer, stormwater, solid waste, electricity, gas, or heat, but excluding telephone, internet, and television services) separately from rent, the maximum rental amount shall be reduced by a utility allowance to be determined as provided in the Affordable Housing Covenant established pursuant to Section 3 of this Agreement.

B. The affordable housing units shall be of similar construction and quality as other units in the Project and shall contain facilities for living, sleeping, eating, cooking, and sanitation for a single person or household which are complete, separate, and distinct from other dwelling units in the Project and will include a sleeping area, a separate bathroom and bathing area, and a kitchen or cooking area with a range, refrigerator, and sink.

C. The developer of the Project is encouraged to consider constructing the Project such that affordable housing is available to a variety of low-income households, including very low-income households, and, to that end, to construct a diversity of affordable housing unit sizes. The affordable housing units shall consist of a mixture of one-bedroom, two-bedroom, and potentially three-bedroom units, similar to the mixture of units that existed most recently in the previous housing structure that existed on the Project site. HRB shall inform the City of the number of one-bedroom, two-bedroom, and three-bedroom units (as applicable) and the area of each unit in square footage prior to construction of the affordable housing units.

D. The affordable housing units shall meet the occupancy limitations set forth in Section 404 of the International Property Maintenance Code (“IPMC”), as adopted by the City, as the same now exists or as the same is hereafter amended. In renting the affordable housing units to households that meet the income criteria set forth above, HRB shall ensure that the number of occupants does not exceed the occupancy limits in Table 404.5 of the IPMC.

E. HRB shall manage the affordable housing units in a professional manner, which shall require, at a minimum, providing for the ability of tenants to communicate with a property manager, screening new tenants, conducting credit checks for new tenants, if any, and confirming income eligibility.

F. HRB shall maintain all affordable housing units in good repair and in a safe, sanitary, and decent condition similar to other rental units in the Project. As used in this subsection, “good repair” means that no maintenance is deferred, that preventive maintenance schedules are established and followed, that life safety systems are adequate and functioning properly, that building systems, including water, electrical, lighting, fire protection, HVAC, and sanitary systems are functionally adequate and operable, and that all buildings are and remain structurally sound, secure, and habitable, including roofs, walls, doors, and windows.

G. HRB shall not allow mechanic's or materialmen's liens to be placed against any of the affordable units at any time.

H. The affordable housing units shall be owned by HRB or its successors in interest or assigns and the City shall have no ownership interest in the affordable housing units and no responsibility for constructing, operating, managing, maintaining, or repairing the units. The City's contribution to affordability shall be solely limited to the funds provided in this Agreement.

I. The City has no interest in the underlying land on which the Project and the affordable housing units will be constructed.

**2. Time of Performance by HRB.** HRB agrees to complete construction of the affordable housing units no later than December 31, 2025, and to make the 13 affordable units available for rental no later than December 31, 2025.

**3. Disbursement of Grant Funds by City.**

A. The City agrees to provide \$2,000,000 in grant funding to HRB from the City's allotment of ARPA funds to assist HRB in timely providing the affordable housing units and to ensure that the affordable units will be rented to eligible households at the maximum rental amounts determined under Section 1 of this Agreement, in a timely manner, and for the duration specified in this Section.

B. The City's agreement to provide grant funding is expressly conditioned upon there being no material change in the Project or the condition of the property located at 550 Madison Avenue North between the date of this Agreement and the date grant funds are to be disbursed, other than Project construction. As used in this subsection, a "material change" is one that affects the number, quality, or affordability of the affordable housing units or the financial viability of the Project, including, but not limited to, a change in ownership, bankruptcy or receivership of HRB or any of its partners in the development of the Project, failure to develop the Project in a timely manner, failure to comply with state, federal, or City regulations, or the discovery or release of hazardous waste or environmental contamination on the property at 550 Madison Avenue North.

C. Disbursement of grant funds to HRB by the City shall be made upon the issuance of a Certificate of Occupancy for all 13 affordable units in the Project and the recording of the Affordable Housing Covenant required by this Section. If a separate Certificate of Occupancy is issued for one or more of the 13 individual affordable housing units, the City may, in its discretion, provide a prorated amount of the overall grant funding amount as each Certificate of Occupancy is issued.

D. Nothing in this Agreement obligates the City to make any funding available to HRB except as expressly provided herein. HRB expressly acknowledges and agrees that the City is not obligated to provide any funding for maintenance or ongoing operation of the

affordable housing units and has made no representations as to the availability of any such funding.

E. As a condition of the City providing the grant funds described above, HRB and the City will execute and record an Affordable Housing Covenant against the title to the land located at 550 Madison Avenue North in a form acceptable to the City that ensures the affordable units will remain available for rent or lease to households meeting the income qualifications established by Section 1 for the life of the Project or 50 years, whichever is greater. The Affordable Housing Covenant shall include, but not be limited to, provisions:

- i. Requiring periodic reporting to the City or its designee demonstrating that the 13 affordable units are rented to households meeting the income requirements set forth in Section 1.
- ii. Requiring periodic recertification of household eligibility for those households renting the 13 affordable housing units.
- iii. Prohibiting discrimination against Section 8 certificate holders.
- iv. Prohibiting discrimination in the rental of the affordable housing units as required by the Washington State Law Against Discrimination and the Fair Housing Act.
- v. Providing for the covenant to run with the land and/or the units and to be binding on all subsequent owners of the units for the life of the Project or 50 years, whichever is greater.
- vi. Providing that eligible prospective tenants who were displaced as a result of the demolition of the previous affordable housing structure that most recently existed on the Project site shall be given preference by HRB regarding who is selected to rent the affordable housing units that will be constructed as part of the Project.
- vii. Providing the City with a right of first refusal to purchase the affordable housing units if HRB decides to sell or otherwise transfer any of the affordable housing units to any third party.
- viii. Providing that five years prior to the end of the life of the Project, or during year 45 of the 50 year term of the Affordable Housing Covenant (see above), whichever is later, the City shall be provided with a right of first refusal to purchase any of the affordable housing units that HRB decides to convert to a market rate unit or units.
- ix. Imposing such other and further requirements as are necessary to ensure that the affordable housing units remain available for rental to households meeting the income qualifications established by Section 1 for the duration set forth above.

F. As a condition of receiving City grant funding, HRB shall also:

i. Register and maintain an updated profile on, and an active registration with, the federal System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. If HRB has not previously registered with SAM.gov, HRB may do so after execution of this Agreement, but before the submission of mandatory reporting.

ii. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and all property, services, and equipment procured with ARPA funds, and ensure that the same are used solely for the purposes authorized by this Agreement.

iii. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item(s) from which the money was expended, as reflected in HRB’s accounting records.

iv. Maintain payroll, financial, and expense reimbursement records for a period of six (6) years after receipt of final payment under this Agreement.

v. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the Washington State Auditor’s Office, and the U.S. Department of Treasury at any time during normal business hours and as often as deemed necessary by such agencies.

vi. Inform the City if HRB anticipates that it will not be able to complete the Project and obtain Certificates of Occupancy for the affordable units by the deadlines set forth in Section 2 and otherwise in this Agreement so that the City can reassign its ARPA funds to others in accord with ARPA.

vii. Maintain complete records concerning the receipt and use of all ARPA funds.

G. If any of the grant funds will be used to reimburse HRB’s expenses, then as required by 2 C.F.R. §200.415(a), any request for reimbursement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false claims or otherwise. (U.S. Code Title 18, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812).” No reimbursement will be made until the certification is provided.

H. If the City or the U.S. Department of the Treasury determines that any grant funds provided to HRB were used for unauthorized or ineligible purposes or that the expenditures constitute disallowed costs in any other way, the City may order HRB to repay the same. HRB shall remit the disallowed amount to the City within thirty (30) days after written notice of the disallowance.

**4. Reports.**

A. Consistent with 2 C.F.R. §200.328, HRB shall provide the City with quarterly reports and a close-out report. These reports shall be in a form acceptable to the City and shall include the current status and progress of HRB in providing the affordable housing units described Section 1.

B. Quarterly reports are due to the City no later than fifteen (15) days after the end of each calendar quarter during which this Agreement is effective. Quarterly reports shall be submitted each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The close-out report is due fifteen (15) days after the last Certificate of Occupancy is issued for the 13 affordable housing units and the Affordable Housing Covenant is executed and recorded. The close-out report shall provide a narrative describing the affordable housing units and detailing HRB's compliance with all terms and conditions set forth in this Agreement, including but not limited to, the conditions set forth in Section 3.

**5. Compliance with Laws.** HRB shall comply with all local, state, and federal laws, rules, regulations, and requirements and all provisions of this Agreement, which includes, but is not limited to, compliance with the provisions of ARPA, the U.S. Treasury's Final Rule on the "Coronavirus State and Local Fiscal Recovery Funds," 31 C.F.R. Part 35 and any amendments thereto; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements to Federal Awards, 2 CFR Part 200, including additions and exceptions made by Treasury and including Subpart F – Audit Requirement of the Uniform Guidance, implementing the Single Audit Act; Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference; Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference; OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. 180; Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference; Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20; New Restrictions on Lobbying, 31 C.F.R. Part 21; Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and all rules, regulations, guidelines, and circulars promulgated by the various federal departments, agencies, administrations, and commissions related to the ARPA program.

**6. Single Audit Requirements.** HRB, as the subrecipient of the ARPA funds being utilized as part of this Agreement, is subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit requirements. For additional information regarding this requirement, see, for example, "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" (February 28, 2022 – Version 3.0), as

published by the U.S. Department of the Treasury. HRB shall be responsible for paying for any and all expenses associated with HRB's compliance with such Single Audit Requirements.

7. **Debarment and Suspension.** As required by Executive Order 12549 and implemented at 2 CFR Parts 180 and 3185, HRB and its undersigned signatory certifies, to the best of its knowledge and belief, that neither HRB, nor any of its principals or officers:

A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. have within a three-year period preceding entry into this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

C. are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (B) of this Section; or

D. have within a three-year period preceding entry into the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

HRB further agrees that it will not enter into any contract with any contractor for the Project who is ineligible to enter into government contracts for any of the reasons described above and will require all contractors retained by HRB to provide a certification equal to that of HRB above. HRB agrees that HRB and all contractors retained by HRB will execute a Debarment Statement in a form provided by the City.

8. **Lobbying.** HRB and its undersigned signatory certify, to the best of their knowledge and belief, that:

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

B. If any funds other than appropriated federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Service Provider or its undersigned signatory) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, HRB or its undersigned signatory shall request, complete, and submit U.S. Small Business Administration Standard Form LLL: "Disclosure of Lobbying Activities," in accordance with its instructions.

C. HRB shall require that the following certification be included in the award documents of all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and HRB and all recipients of subawards certify and disclose accordingly:

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

9. **Compliance with Nondiscrimination Laws.**

A. During the performance of the Agreement, HRB, for itself, its subcontractors, subgrantees, assignees, and successors in interest, assures that it currently complies and will in the future comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21, Subchapter V § 2000d through 2000d-4a) and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit exclusion from participation, denial of benefits of, or subject to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.
- Civil Rights Restoration Act of 1987 (Public L. 100-259), which specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in the particular program or activity receiving federal funding.
- Federal-Aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324), which prohibits discrimination on the basis of sex (if work performed by HRB relates to a "federal-aid highway" as defined in 23 U.S.C. § 101).
- Fair Housing Act, Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601 *et seq.*), which protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.
- Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101, *et seq.*), which prohibits discrimination on the basis of disability.

- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794), which prohibits discrimination on the basis of disability.
- Age Discrimination Act of 1975 (42 U.S.C Chapter 76 § 6101, *et seq.*), which prohibits discrimination on the basis of age.
- 23 CFR Part 200, implementing regulations for Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 21, implementing regulations for nondiscrimination in federally-assisted transportation programs, if applicable.
- 49 CFR Part 26, which provides for participation of disadvantaged businesses in U.S. Department of Transportation financial assistance programs, if applicable.
- Chapter 49.60 RCW, the Washington Law Against Discrimination, which prohibits discrimination on the basis of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, 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, or national origin, citizenship or immigration status, or lawful business relationship.
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (“LEP”). HRB agrees to consider the need for language services for LEP persons when conducting programs, services, and activities.
- Title IX of the Education Amendments of 1972 (20 U.S.C. § 681, *et seq.*) if the work performed by HRB constitutes an education program or activity.

B. HRB also makes the following additional assurances of compliance with Title VI of the Civil Rights Act of 1964:

i. HRB ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

ii. HRB acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have

Limited English proficiency (“LEP”). HRB understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, HRB shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. HRB understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.

iii. HRB agrees to consider the need for language services for LEP persons when HRB develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

iv. HRB acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon HRB and HRB’s successors, transferees, and assignees for the period in which such assistance is provided.

v. HRB acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 9.B.i through 9.B.iv above. The following provision is expressly included in this Agreement because it is required by ARPA, and HRB agrees to incorporate the following text in every contract or agreement subject to Title VI and its regulations between HRB and HRB’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

vi. Because this grant involves the provision of housing units with the aid of federal financial assistance by the Department of Treasury, the assurances herein also obligate HRB, or in the case of a subsequent approved transfer, the transferee, for a period during which the affordable housing units are used for the purposes for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, the assurances herein obligate HRB for the period during which it retains ownership or possession of the property.

vii. HRB shall cooperate in any enforcement or compliance review activities by City or by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. HRB shall comply with information requests, on-site compliance reviews, and reporting requirements.

viii. HRB shall maintain a complaint log and inform the City and, as appropriate, the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. HRB also must inform the City and, as appropriate, the Department of the Treasury, if HRB has received no complaints under Title VI.

ix. HRB must provide documentation of an administrative agency's or court's findings of noncompliance of Title VI and efforts to address the noncompliance, including any voluntary compliance or other agreements between HRB and the administrative agency that made the finding. If HRB settles a case or matter alleging such discrimination, HRB must provide documentation of the settlement. If HRB has not been the subject of any court or administrative agency finding of discrimination, HRB shall disclose the same to the City at the time this Agreement is signed.

x. If HRB makes sub-awards to other agencies or other entities, HRB is responsible for ensuring that subrecipients also comply with Title VI and other applicable authorities covered in this document, and that state agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

xi. HRB understands that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

**10. Increasing Seat Belt Use.** Pursuant to Executive Order 13403, 62 FR 19217 (Apr. 17, 1997), HRB should adopt and enforce, and should encourage its subcontractors and subgrantees to adopt and enforce, on-the-job seat belt policies and programs for employees when operating company-owned, rented, or personally owned vehicles.

**11. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), HRB should adopt and enforce policies that encourage its employees and subcontractors to ban text messaging while driving, and HRB should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. **Drug-Free Workplace.** HRB agrees to comply with the drug-free workplace requirements in subpart B of 2 CFR Part 3186, which adopts the Government-wide Implementation (2 CFR Part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*). HRB and its undersigned signatory certify that HRB will or will continue to provide a drug-free workplace by taking actions such as, but not limited to, making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying all known workplaces under the Agreement.

13. **Copeland "Anti-Kickback" Act of 1934.** Unless exempt under federal law, all contracts for construction or repair entered into by HRB for the Project shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) and the Department of Labor regulations implementing the same (29 C.F.R., Part 3). The Act and implementing regulations provide that each grantee, subcontractor, or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which they are otherwise entitled.

14. **Political Activities.** HRB agrees that no grant funds provided under this Agreement, nor any personnel while employed in providing programs and activities under this Agreement, shall in any way or to any extent engage in the conduct of political activities.

15. **Conflict of Interest.**

A. No personnel of HRB shall, prior to the completion of the programs and activities funded by this Agreement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose their interest to the City in writing. Thereafter, they shall not participate in any action affecting the work under this Agreement unless the City determines that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.

B. To the best of HRB's knowledge and belief, and to the best knowledge and belief of HRB's officers and directors, there are no conflicts of interest in accepting the award of funds under this Agreement. HRB further warrants that to the best of its knowledge and belief, and to the best knowledge and belief of its officers and director, none of its officers, directors, agents, or employees is now engaged in litigation against the City or retained by, providing services for, or otherwise assisting any person engaged in litigation against the City.

C. HRB understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. HRB must disclose in writing to the U.S. Department of

the Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**16. Separate Written Assurances and Certifications.** HRB agrees to execute separate written assurances or certifications regarding compliance with Sections 7 – 15 of this Agreement, if required to do so by the City to secure reimbursement from ARPA funds.

**17. Protection for Whistleblowers.**

A. In accordance with 41 U.S.C. § 4712, HRB may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided in subsection (B) below, information that the employee reasonably believes is evidence of a gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including competition for or negotiation of a contract) or grant.

B. The list of persons or entities referenced in subsection (A) above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A U.S. Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the U.S. Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of HRB, the City, a contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

C. HRB shall inform its employees of the rights and responsibilities provided by this Section, in the predominant language of the workforce.

D. HRB shall immediately report any information provided by an employee of HRB pursuant to subsection (A) to the City's Finance Director.

**18. Public Records Disclosure.**

A. HRB acknowledges that the City is an agency governed by the public disclosure requirements set forth in Washington's Public Records Act, Chapter 42.56 RCW. HRB shall fully cooperate with and assist the City with respect to any request for public records received by the City for any public records generated, produced, created, and/or possessed by HRB and related to the provision of the affordable housing units by HRB under this Agreement. Upon written demand by the City, HRB shall furnish the City with full and complete copies of any such records within five (5) business days. HRB shall provide copies of the requested records at no cost to the City.

B. HRB's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorney's fees, and/or other expenses as a result of such breach, HRB shall fully indemnify and hold the City harmless from such penalties, fees, and/or expenses.

**19. Independent Contractor.** The City and HRB intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved and the provision of the affordable housing units that are the subject of this Agreement are the sole responsibility and authority of HRB, subject to compliance with the terms set forth in this Agreement. HRB shall not be deemed to be an employee, servant, or representative of the City for any purpose, and officers, directors, and employees of HRB are not entitled to any of the benefits the City provides for its employees. HRB, as an independent contractor, is solely responsible for its acts, errors, and omissions and those of its officers, employees, servants, subcontractors, or representatives during the performance of this Agreement.

**20. Hold Harmless and Indemnification.**

A. HRB 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 HRB 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 HRB and the City, its officers, officials, employees, and volunteers, HRB's liability, including the duty and cost to defend hereunder, shall be only to the extent of HRB's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes HRB'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.

**21. Insurance.**

HRB shall maintain the insurance described in **Attachment A**.

**22. Recognition of City and Federal Government.** HRB shall ensure recognition of the role of the City and the U.S. Department of Treasury in providing the ARPA grant funds pursuant this Agreement. All marketing materials for the affordable housing units shall be prominently labeled as related to the ARPA funding source. In addition, HRB will include the following text in any publications made possible with funds made available under this Agreement in order to recognize the contribution of the City and the U.S. Department of Treasury:

This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Bainbridge Island by the U.S. Department of the Treasury.

HRB will also include a sign for the Project that will be located prominently at the Project site. The Project sign must be made of durable materials, resistant to weather and graffiti, and must include the City of Bainbridge Island logo and the following text:

This Affordable Housing Project is being supported by federal award [enter project number] awarded to the City of Bainbridge Island by the U.S. Department of the Treasury.

**23. Copyright.** If this Agreement results in any copyrightable material or inventions, the City and the U.S. Department of Treasury are granted a right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

**24. Prevailing Wages (if applicable).** To the extent that federal or state law prevailing wage requirements apply to the Project, including Subchapter IV of Chapter 31 of Title 40, United States Code (commonly known as the "Davis-Bacon Act"), HRB shall comply with such requirements.

**25. Termination.**

A. The City may immediately terminate this Agreement by giving reasonable written notice of termination to HRB for any of the following reasons:

- i. Failure of HRB to fulfill its obligations under this Agreement in a timely and proper manner.
- ii. Failure of HRB to submit reports that are complete and accurate.
- iii. Failure of HRB to use the ARPA funds for the stated purposes in this Agreement.

- iv. Termination of the ARPA funding by the U.S. government.
- v. HRB's material breach of any of the terms of this Agreement.
- vi. Insolvency, bankruptcy, receivership, or any assignment for the benefit of creditors of HRB or any of its partners in the Project.

B. After receiving written notice of termination, HRB shall refund all ARPA funds to the City.

26. **Notices.** Notices to be provided under this Agreement shall be in writing and sent to the parties at the following addresses:

TO THE CITY:

City Manager Blair King  
 City of Bainbridge Island  
 280 Madison Avenue North  
 Bainbridge Island, WA 98110  
 Email: [citymanager@bainbridgewa.gov](mailto:citymanager@bainbridgewa.gov)

TO HRB

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Housing Resources Bainbridge  
 730 Ericksen Ave. NE  
 Bainbridge Island, WA 98110-2819  
 Email:

Notice may be given by email or by U.S. mail. If given by email, notice shall be effective upon transmission with a correct email address. If given by U.S. mail, notice shall be effective three (3) days after deposit of the notice in the U.S. mail, postage prepaid, properly addressed to a party as provided in this Section.

27. **Waiver.** No act of forbearance of failure to insist on HRB's prompt and complete performance of its obligations, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder. No waiver of the right to insist on strict performance by HRB of any specific term of this Agreement shall constitute a waiver of any other specific term.

28. **Binding on Successors and Assigns.** This Agreement shall be binding on the parties, their successors in interest, and assigns.

29. **No Third-Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the parties and shall not be deemed to confer upon or give to any other person or third party any right, remedy, claim, cause, or action.

30. **No Assignment by HRB.** HRB shall not assign any part of this Agreement without the express written consent of the City of Bainbridge Island, which may be withheld in the City's sole and absolute discretion.

31. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. In the event of any dispute over the terms and conditions or this Agreement or any alleged breach thereof, the exclusive venue and jurisdiction for any litigation

arising hereunder shall be the Superior Court of the State of Washington in and for Kitsap County, located in Port Orchard, Washington.

32. **Attorney's Fees and Costs.** If litigation is instituted by either party over the terms of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

33. **Severability.** If any Section or provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the Section or provision shall be deemed several and shall not affect the validity or constitutionality of any other provision or Section.

34. **Entire Agreement – Amendment.** This Agreement and any exhibits thereto constitute the complete understanding of the parties and supersedes all prior discussions, negotiations, proposals, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by both parties.

35. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if the parties to this Agreement had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof of this Agreement, it shall only be necessary to produce one such counterpart. The signature pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature pages.

Executed and effective as of the last date set forth below.

CITY OF BAINBRIDGE ISLAND

HOUSING RESOURCES BAINBRIDGE

\_\_\_\_\_  
City Manager, Blair King

Phedra R Elliott

Phedra R Elliott  
(Type or print name)

Title: Executive Director

Date: \_\_\_\_\_

Date: 5/31/2022

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

**A. Insurance Term**

HRB 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 HRB, its agents, representatives, or employees.

**B. No Limitation**

HRB's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of HRB 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**

HRB 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 HRB'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 HRB's profession.

**D. Minimum Amounts of Insurance**

HRB 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**

HRB'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 HRB'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, HRB shall provide to the person identified in Section 26 of the Agreement a Certificate of Insurance evidencing the required insurance. HRB 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 HRB 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**

HRB 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 HRB 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 HRB 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 HRB from the City.

**J. City Full Availability of HRB's Limits**

If HRB 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 HRB, irrespective of whether such limits maintained by HRB 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 HRB.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:10 PM) Conduct Public Hearing on Ward Avenue NE & NE Ewing Street Vacation and Adopt Associated Ordinance No. 2022-10 - Public Works,

**SUMMARY:** This item is for the City Council to hold a public hearing, consider public comment, and consider adopting Ordinance No. 2022-10.

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to adopt Ordinance No. 2022-10.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

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

**BACKGROUND:** A petition to vacate portions of Ward Avenue NE and NE Ewing was received by the City on March 23, 2022 from Petitioners Varily and Bryan Isaacs and Tracey Jean Artiss. As required by state law, the Public Works Department processed the petition and certified it to be sufficient.

The purpose of this proposed road vacation is to correct a misalignment of Ward Avenue NE due to significant segments of the existing physical roadway being located outside of the platted right-of-way (see green highlights abutting Ward Avenue), as well as significant segments of private property being located inside the platted right-of-way (see blue highlights). See attached Exhibit A (Map) to Ordinance No. 2022-10. To correct the roadway misalignment, this proposal also includes the blue highlighted area (private) abutting Ward Avenue NE to be exchanged with the proposed green highlighted area (public) abutting NE Ewing Street.

Resolution No. 2022-18, approved by the City Council at their April 26, 2022 meeting, set a public hearing date of June 14, 2022, and all public notices were published, posted, and mailed in accordance with BIMC 12.34.080 and state law.

City staff prepared a staff report (attached) which addresses the criteria outlined in BIMC 12.34.110 to be considered by the City Council in determining whether to vacate the street and submitted said staff report in advance of the public hearing in accordance with local and state laws. To date, City staff has not received any objections and/or protests to this proposed street vacation.

As of March 30, 2022, the Director of Public Works accepted the appraisal prepared by George A. Brooks on July 8, 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, the road vacation is associated with the proposed exchange to correct the misalignment of the roadway. Since this proposal includes an exchange and associated land use action, no additional compensation will be required prior to adopting the proposed road vacation ordinance because property rights are being exchanged between the City and the subject private property owner.

Public Works staff has reviewed the proposed street vacation, along with comments received to date, and recommends approval of Ordinance No. 2022-10 vacating portions of Ward Avenue NE and NE Ewing Street.

Following the public hearing, and consideration of the criteria and other provisions of BIMC 12.34.110, it is recommended that the City Council adopt Ordinance No. 2022-10.

**ATTACHMENTS:**

[Ordinance No. 2022-10 Relating to Ward Ave NE and NE Ewing Street Vacation](#)

[Ward Ave NE NE Ewing Road Vacation Staff Report.docx](#)

[Ward Ave NE NE Ewing Comments.pdf](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:** N/A

AFTER RECORDING, PLEASE RETURN TO:

Public Works – Engineering  
City of Bainbridge Island  
280 Madison Avenue North  
Bainbridge Island, WA 98110

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**ORDINANCE NO. 2022-10**

Documents Referenced,  
Assigned or Released: N/A

Grantor(s): City of Bainbridge Island, a Washington State municipal corporation

Grantees: Isaacs, Varily & Bryan, Trustees, and Artiss, Tracey Jean, Trustee

Short Legal Descriptions (Full descriptions in **EXHIBIT A**):

**Parcel #: 352502-2-022-2004**

PTN. G.L. 2 (SE ¼, NW ¼) SEC. 2, T.25N., R.E., W.M., DAF: BAP ON W LN GL 2, 366 N OF SW COR GL 2; THENCE N 89°36'20" E 85 FT TO TPOB; THENCE S 39 FT; THENCE N89°36'20"E 202 FT; THENCE N 36 FT; THENCE N22°E 111.88 FT, ML, TO SE COR LOT 3, SP NO. 3630R, REC AFN 8806210074; THENCE ALG S LN SD SP, S87°19'34"W 158.29 FT; THENCE CONT ALG S LN SD SP, S65°04'17"W 84.04 FT; THENCE S5°08'29"W 33.84 FT; THENCE S1°20'42"W 30 FT, ML, TO TPOB; EXCPT S 28 FT OF THE W 100 FT THROF; AND EXCPT WARD AVE NE.

**Parcel #: 4165-004-001-0103**

RES LOT A, BLA REC AFN 201602220081, DEP SURVEY REC AFN 1602220082, VOL. 82 PG 31 SURVEYS, RECORDS KITSAP COUNTY, WA, BEING A PTN OF LOTS 1, 2 AND 3, BLOCK 4, PLEASANT VIEW TOWNSITE, ACC TO PLAT REC VOL. 1 OF PLATS, PG 5, AND PTN GL2, SEC.35, T.25N., R.2E., W.M., WA

**Parcel #: 4165-004-003-0002**

RES LOT B, BLA REC AFN 201602220081, DEP SURVEY REC AFN 1602220082, VOL. 82 PG 31 SURVEYS, RECORDS KITSAP COUNTY, WA, BEING A PTN OF LOT 3, BLOCK 4, PLEASANT VIEW TOWNSITE, ACC TO PLAT REC VOL. 1 OF PLATS, PG 5, TGW PTN VAC MAIN ST PER COMM JOURNAL VOL. 8, PG 439 AND PTN GL2, SEC.35, T.25N., R.2E., W.M., WA

**ORDINANCE NO. 2022-10**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, vacating a portion of Ward Avenue NE and NE Ewing Street abutting Tax Lot Nos. 352502-2-022-2004, 4165-004-001-0103, and 4165-004-003-0002 and dedicating a portion of the existing paved right-of-way in exchange for the vacation.

**WHEREAS**, on March 14, 2022, Varily Isaacs and Tracey Artiss (“Petitioners”) filed a petition to vacate portions of dedicated right-of-way abutting Ward Avenue NE and NE Ewing Street as shown in **Exhibit C** attached hereto; and

**WHEREAS**, the vacation of the portion of Ward Avenue NE at issue has never been opened or used as public right-of-way; and

**WHEREAS**, the vacation of the portion of NE Ewing Street at issue has never been opened or used as public right-of-way; and

**WHEREAS**, the proposed road vacation is to correct the alignment of the platted right-of-way of Ward Avenue NE and NE Ewing Street as relates to the existing paved roadway. The existing paved roadway has been used and maintained for decades. The portion of NE Ewing Street to be vacated will be an exchange for an approximately equal area as the area to be dedicated along Ward Avenue NE, depicted in **Exhibit C**, and the Petitioners propose to record the dedication of the existing paved right-of-way with the recordation of this ordinance; and

**WHEREAS**, on March 30, 2022, the Director of Public Works certified the petition to be legally sufficient having been signed by 100% of the owners of property abutting said right-of-way, exceeding the two-thirds requirement of Bainbridge Island Municipal Code (“BIMC”) Section 12.34.060; and

**WHEREAS**, by Resolution No. 2022-18, the City Council set a public hearing before the Council on the proposed vacation for June 14, 2022; and

**WHEREAS**, City staff posted, published, and mailed notices of the public hearing in accordance with BIMC 12.34.080 and Chapter 35.79 RCW; and

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

**WHEREAS**, the City Council held the public hearing at the scheduled time and heard testimony from all interested parties on June 14, 2022; and

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

**WHEREAS**, a vacation of the right-of-way will better serve the public as the vacation is a correction measure because the area at issue has never been used as public right-of-way and a residential structure is currently within the area at issue as depicted in **Exhibit C**; and

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

**WHEREAS**, the City Council has considered the criteria set forth in BIMC 12.34.110 to determine whether to vacate the portions of Ward Avenue NE and NE Ewing Street issue; and

**WHEREAS**, the City Council desires to vacate portions of Ward Avenue NE and NE Ewing legally described in **Exhibit B** and depicted in **Exhibit C** and to accept the Petitioners' proposal to transfer the real property legally described and depicted in **Exhibit D**; and

**WHEREAS**, upon passage of this ordinance, the applicable Petitioner will submit a signed notarized deed dedicating the 2,078 square feet of right-of-way to the City in the form attached hereto as **Exhibit D** and made a part hereof by this reference; and

**WHEREAS**, upon passage of this ordinance, the applicable Petitioner will submit a signed and notarized right-of-way deed in the form attached hereto as **Exhibit D** transferring a portion of Parcel No. 4165-004-001-0103 to align such parcel with the new right-of-way.

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

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

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

A. The proposed road vacation and 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. The platted right-of-way is not required for public use as it is currently mapped on private property, i.e., the subject abutting property owner's front yard.

C. The proposed road vacation will be more useful for the public as it is a corrective measure to realign Ward Avenue NE so that the platted and physical roadway is the same.

D. This proposal will provide a greater use than presently exists because it is a corrective measure related to the proper physical location of the roadway as well as what is mapped for both private and public property. It is not expected that conditions may so change in the future as to provide a greater use or need than presently exists.

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

**Section 3.** Vacation. The portion of right-of-way abutting Tax Lot Nos. 352502-2-022-2004, 4165-004-001-0103, and 4165-004-003-0002 and as described in **Exhibit B** (legal description) and depicted in **Exhibit C** (map) attached and incorporated by reference is vacated to Isaacs, Varily and Bryan, Trustees, and Artiss Tracey Jean, Trustee, subject to compliance with the provisions of Chapter 12.34 of the Bainbridge Island Municipal Code.

**Section 4.** Reservation of Easements. The City Council conditions the vacation on the reservation and retention of any existing easements benefitting the City in the street vacation area, recognizing that Tax Lot Nos. 352502-2-022-2004 and 350202-2-023-2003 have an existing easement for a driveway, Tax Lot Nos. 352502-2-022-2004 and 352502-2-023-2003 have an existing easement for Puget Sound Energy utilities, and Tax Lot Nos. 4165-004-001-0103 and 4165-004-003-0002 have an existing easement for Puget Sound Energy utilities recorded within the street vacation area. Any existing utilities located in the roadway area that will be dedicated to the City as part of this vacation will continue to be governed by franchise or similar agreements.

**Section 5.** Payment of Compensation. The owners of the lots abutting the right-of-way have granted the dedication described in **Exhibit B** to the City in lieu of payment of compensation for the vacation of the right-of-way, in accordance with BIMC 12.34.135. The Director of Public Works determined the fair market value of the real property proposed to be dedicated to the City in lieu of cash payment under BIMC 12.34.130 and BIMC 12.34.135, in accordance with the appraisal procedures set forth in BIMC 12.34.140. The fair market value of the right-of-way dedication is approximately equal to the fair market value of the right-of-way vacated and, therefore, the owners of lots abutting the right-of-way are not required to pay compensation for the right-of-way vacation in accordance with BIMC 12.34.135. Additionally, 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 of permit approval and, therefore, the owners at issue shall not be required to pay compensation for the area to be vacated abutting Ward Avenue NE.

**Section 6.** That portion of Ward Avenue NE abutting Tax Lot No. 352502-2-022-2004 is vacated to Varily and Bryan Isaacs, Trustees, and the portion of NE Ewing Steet abutting Tax Lot Nos. 4165-004-001-0103 and 4165-004-003-0002 is vacated to Tracey Jean Artiss, Trustee.

**Section 7.** Recording. Upon receipt of the deed from the Petitioners dedicating the new right-of-way to the City in the form attached hereto as **Exhibit D**, the City Clerk is

authorized and directed to record a certified copy of this ordinance and the deed with the Kitsap County Auditor's office.

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

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Joe Deets, Mayor

ATTEST/AUTHENTICATE:

\_\_\_\_\_  
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	June 10, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	_____, 2022
ORDINANCE NUMBER:	2022-10

Attachments:

- Exhibit A**
- Exhibit B**
- Exhibit C**
- Exhibit D**

## EXHIBIT A

### **Parcel #: 352502-2-022-2004**

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 Plat No. 3630r as recorded under Auditors File No. 8806210074; Thence along the south line of said short plat, South 87°19'34" West 158.29 feet; Thence continuing along the south line of said short plat, 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.

### **Parcel #: 4165-004-001-0103**

Resultant Lot A of Boundary Line Adjustment recorded under Auditor's File No. 201602220081, and as depicted on survey recorded under Auditor's File No. 201602220082, in Volume 82 of Surveys, page 31, records of Kitsap County, Washington, being a portion of Lots 1, 2 And 3, Block 4, Pleasant View Townsite, according to plat recorded in Volume 1 of Plats, page 5, and a portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

### **Parcel #: 4165-004-003-0002**

Resultant Lot B of Boundary Line Adjustment recorded under Auditor's File No. 201602220081, and as depicted on survey recorded under Auditor's File No. 201602220082, in Volume 82 of surveys, page 31, records of Kitsap County, Washington, being a portion of Lot 3, Block 4, Pleasant View Townsite, according to plat recorded in Volume 1 of plats, page 5, TOGETHER with a portion of the vacated Main Street as per Commissioner's Journal Volume 8, page 439, and a portion of Government Lot 2, Section 35, Township 25 North, Range 2 East, W.M., Kitsap County, Washington.

## EXHIBIT B

### LEGAL DESCRIPTION OF RIGHT-OF-WAY VACATION AREA

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.)

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.)

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:

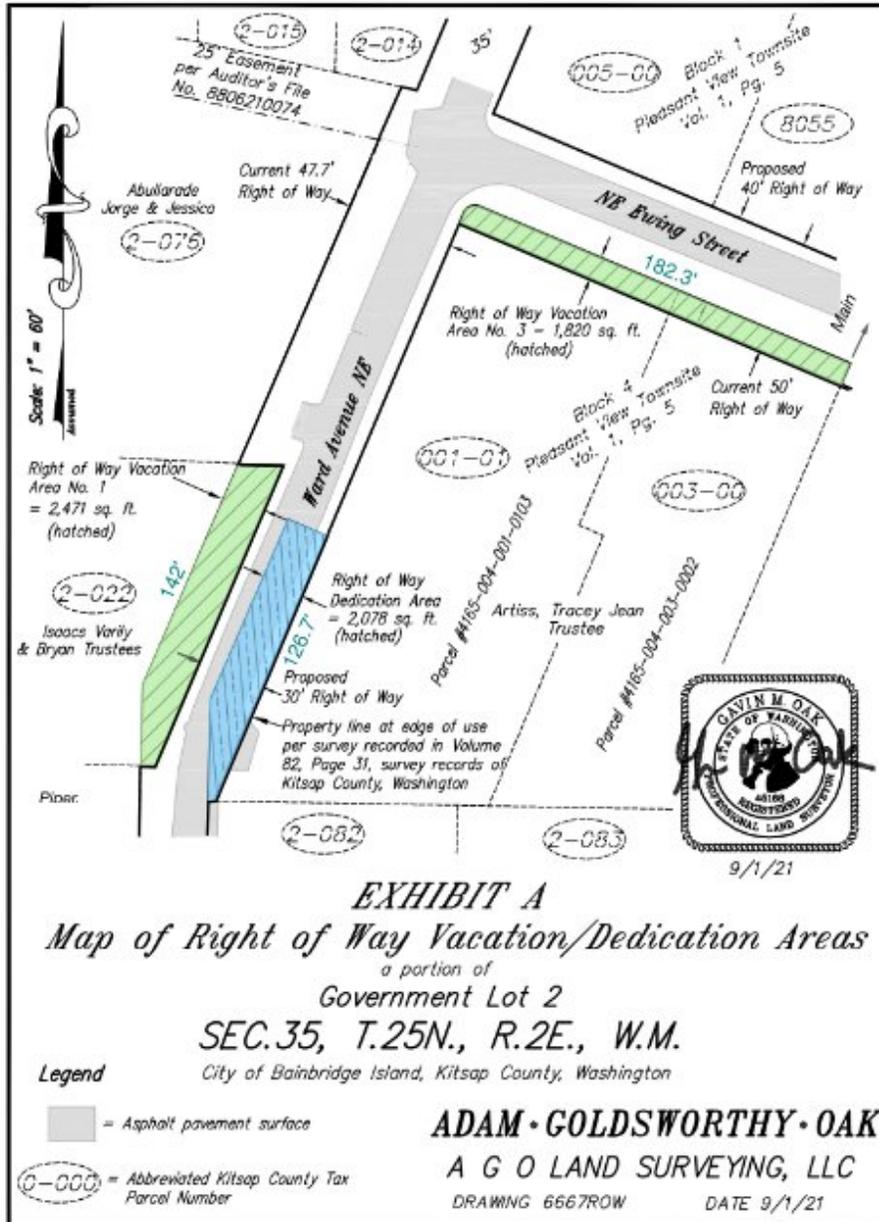
Commencing at a Standard County Reference Monument at the West quarter corner of said Section 25 from which a 1/2" iron pipe at East quarter corner of said Section 35 bears South 88°57'00" East 5272.78 feet;  
Thence along the East-West centerline of said Section 35, South 88°57'00" East 1634.18 feet 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

**EXHIBIT C  
SHOWING BOTH VACATION & DEDICATION AREAS**



Proposed Vacated Area      Proposed Dedicated Area

**EXHIBIT D  
FORM OF RIGHT-OF-WAY DEED**

**(Attached)**

AFTER RECORDING, PLEASE RETURN TO:

Public Works - Engineering  
City of Bainbridge Island  
280 Madison Avenue North  
Bainbridge Island, WA 98110

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**RIGHT-OF-WAY DEED**

Documents Referenced,  
Assigned or Released: N/A

Grantor(s): [Insert Name of Grantor(s)]

Grantee: City of Bainbridge Island, a Washington State municipal  
corporation

Short Legal Description: [ ]  
City of Bainbridge Island, Kitsap County, Washington,  
(Complete legal description on Exhibit A)

Assessor's Property Tax  
Parcel/Account Number(s): [ ]

**RIGHT-OF-WAY DEED**

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

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

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

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

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

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

**GRANTOR:**

**GRANTEE:**

[Grantor’s Name]

City of Bainbridge Island

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Chris Wierzbicki  
Director of Public Works

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF KITSAP            )

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

Given under my hand and seal this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF KITSAP            )

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

Given under my hand and seal this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

**EXHIBIT B**

**DESCRIPTION OF RIGHT-OF-WAY DEED AREA**

**EXHIBIT C**  
**RIGHT-OF-WAY DEED AREA SKETCH**  
**(Attached)**



CITY OF  
BAINBRIDGE ISLAND

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

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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. 2022-18 is pending approval at the April 12, 2022 City Council Business meeting setting a public hearing date of June 14, 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. 2022-18 depicting the proposed right-of-way vacation area and rededication.

BIMC 12.34.080

Resolution No. 2022-18 pending approval at the April 12, 2022, Business Meeting, sets a public hearing date of June 14, 2022 for the proposed Ward Avenue NE & NE Ewing Road Vacation. Upon approval of Resolution No. 2022-18, 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.

- 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

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 presently 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.

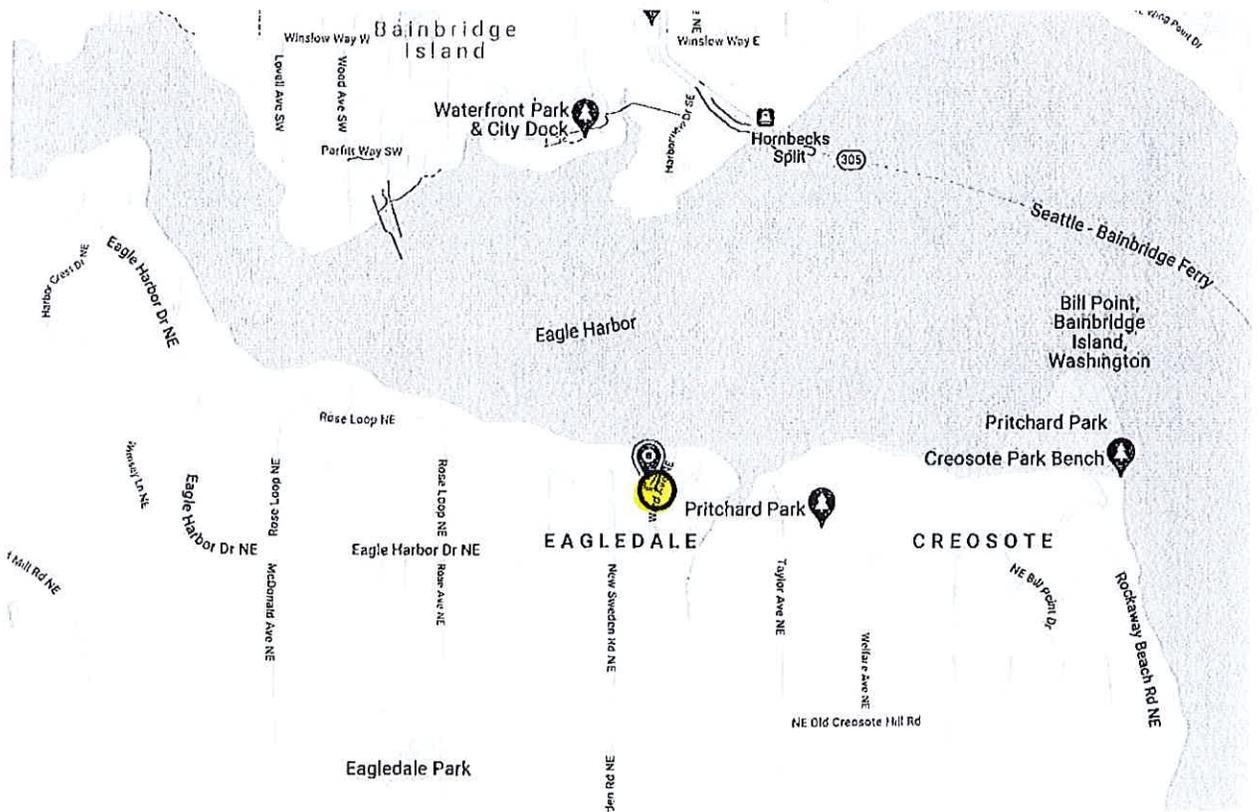
Varily Isaacs  
Signature of Applicant

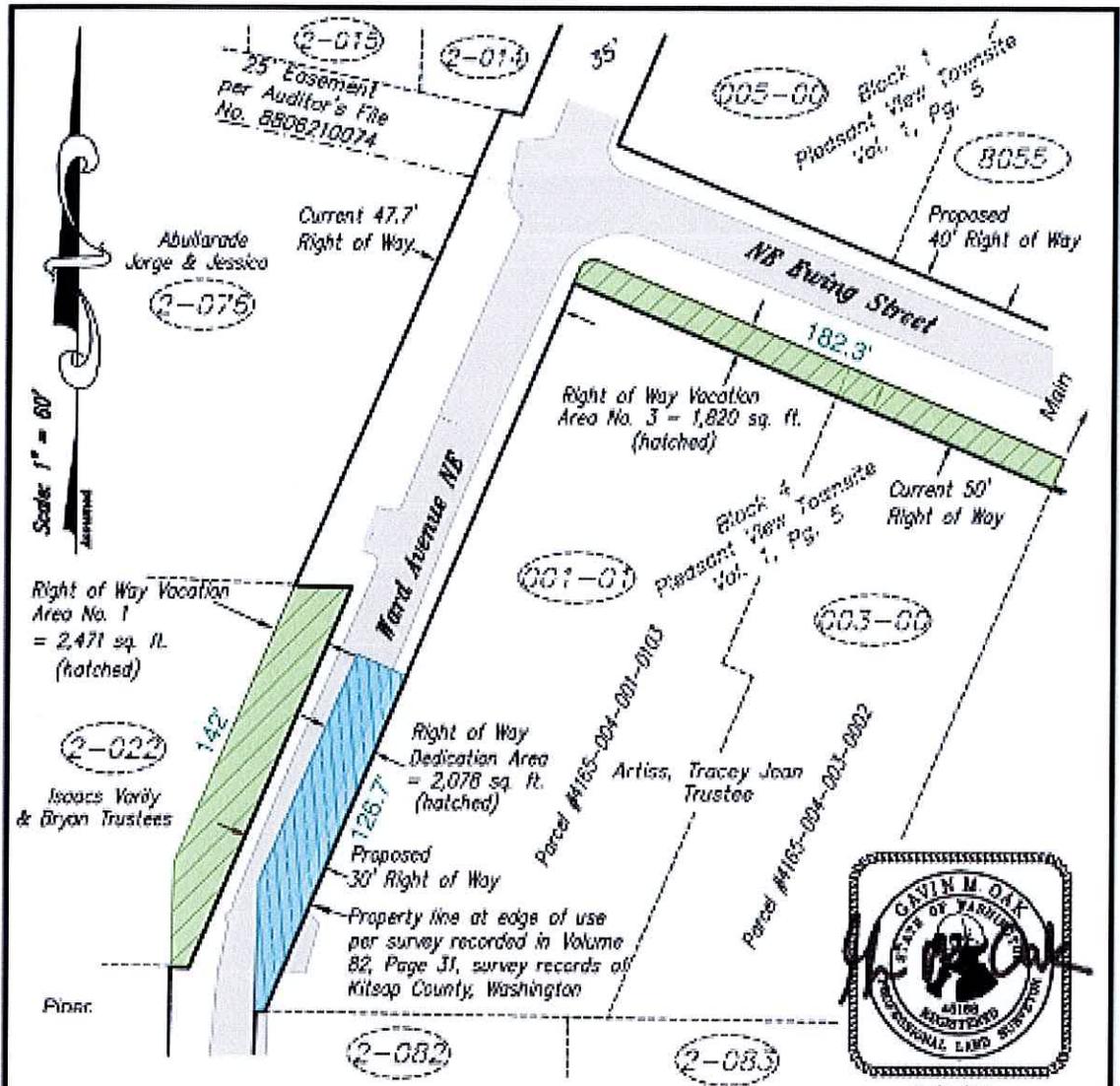
March 14, 2022  
Date

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.*

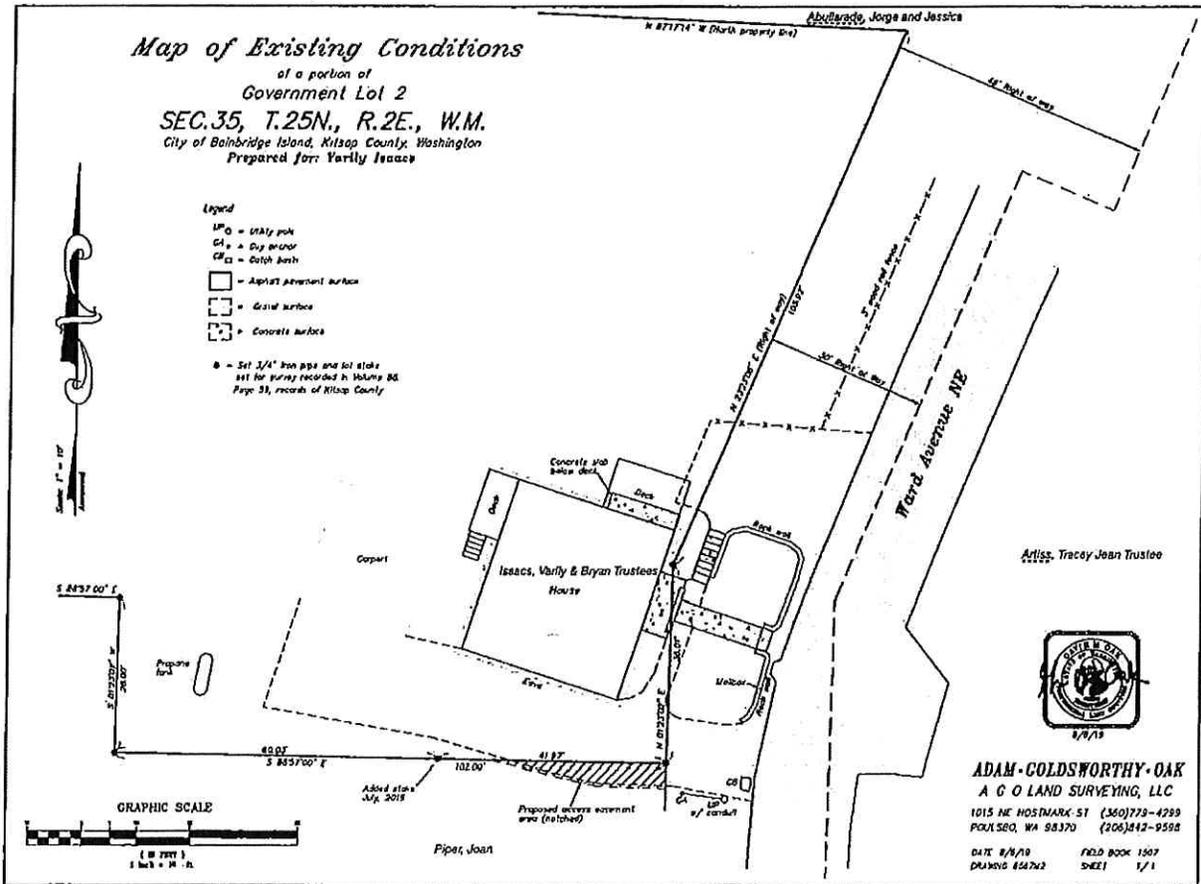
**Legend** *City of Bainbridge Island, Kitsap County, Washington*

-  = Asphalt pavement surface
-  = 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



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.)

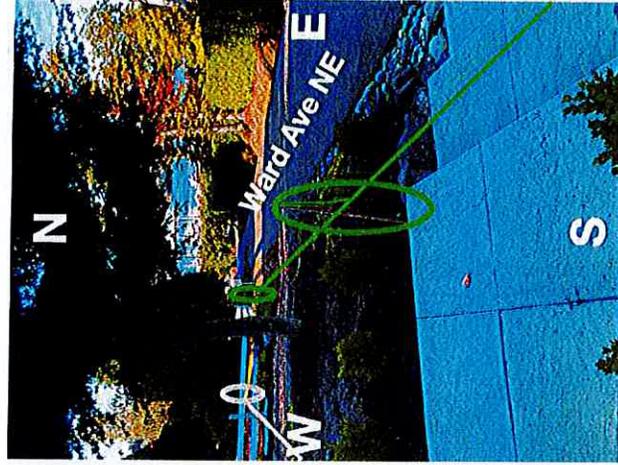
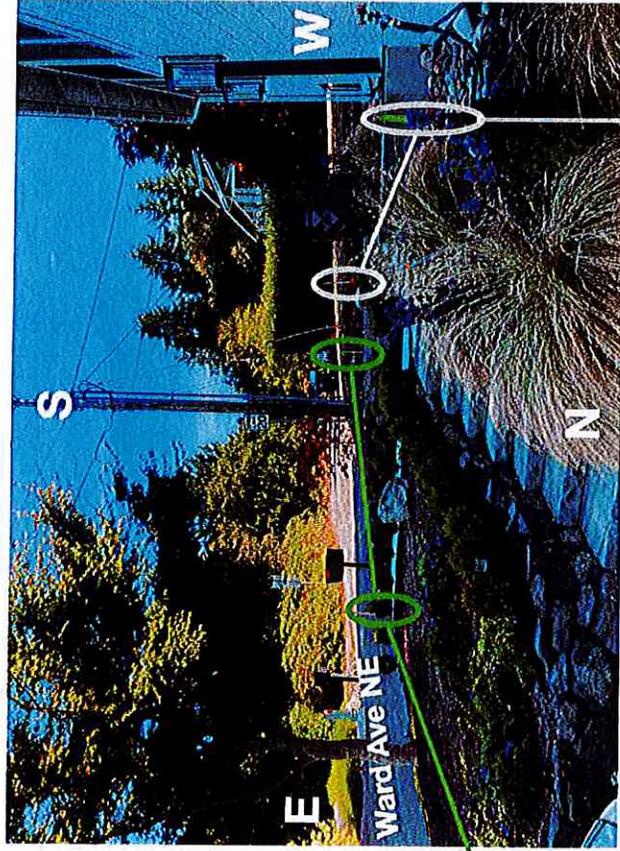


3/28/22

# Flagging

# ISAACS, 5705 WARD AVE NE

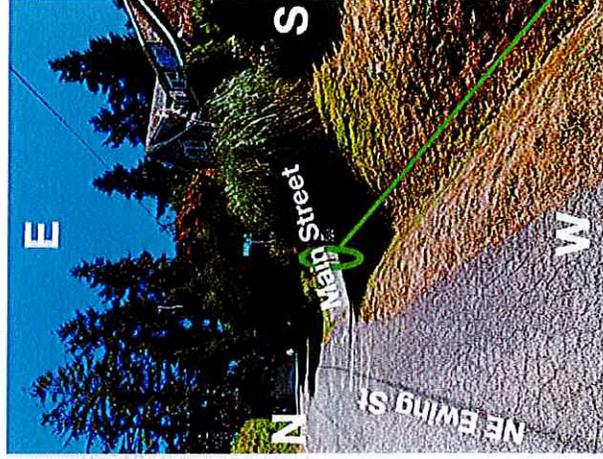
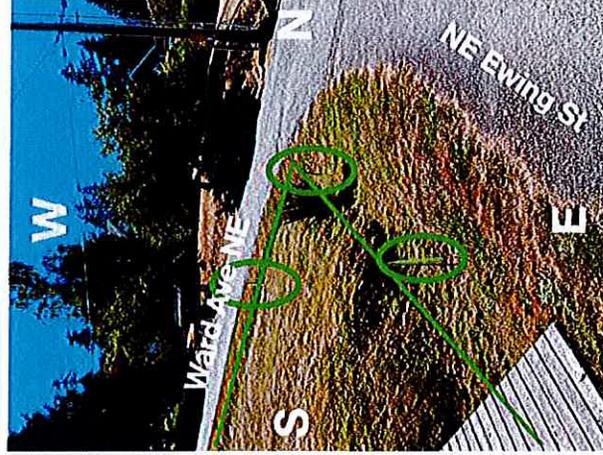
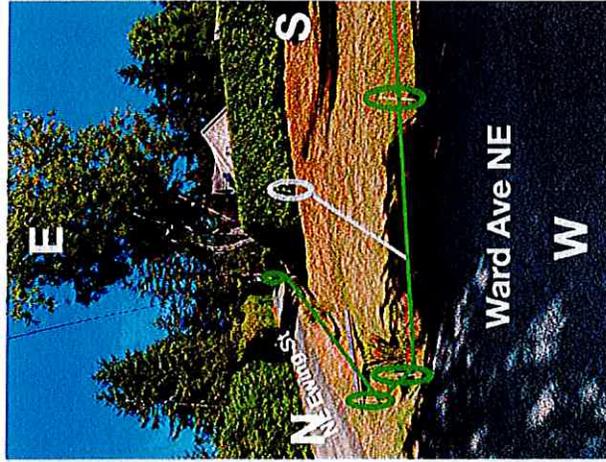
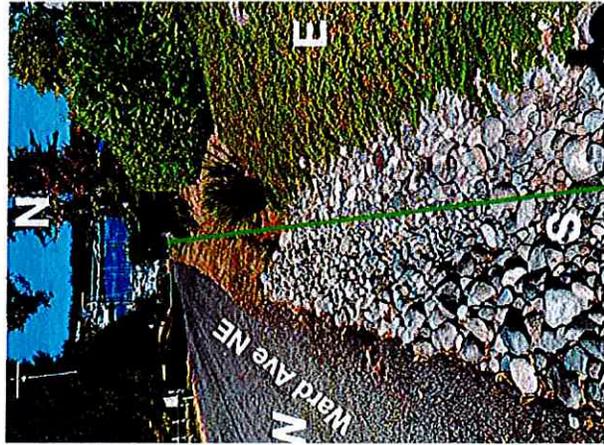
## Proposed Vacation Area



Existing property line

Proposed new property line

# ARTISS, 5700 WARD AVE NE Proposed Vacation Area



Existing property line

Proposed new property line

# Petition





CITY OF  
BAINBRIDGE ISLAND

City of Bainbridge Island - Department of Public Works  
Certificate of Sufficiency of Petition  
Vacation of Ward Avenue NE & NE Ewing Street, 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	Artiss, Tracy Jean Trustee	182.30	Yes	56.21%
4165-004-001-0103				
Totals: .....		324.30		100.00%

Total Required for Sufficiency: 66.67%  
(RCW 35A.01.040) Difference 33.33%

*I certify to the best of my knowledge that this petition is sufficient.*

Chris Wierzbicki, PW Director

3.30.22  
Date

ROAD VACATION  
APPLICATION FEE



# 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



CenturyLink

6/16/2021

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](http://www.bainbridgewa.gov)

[facebook.com/citybainbridgeisland/](https://facebook.com/citybainbridgeisland/)

206.780.3754 (office)

206.471-2721 (cell)



**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](http://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

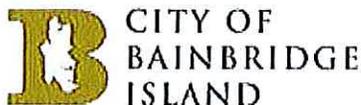
Joe/Heather,

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,



JOAN HAASE

Admin. Specialist III

[www.bainbridgewa.gov](http://www.bainbridgewa.gov)

[jhaase@bainbridgewa.gov](mailto:jhaase@bainbridgewa.gov)

206.780.3708 (direct) - 206.842.2016 (office)

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**FW: COBI Proposed Road Vacation - Portions of Ward Ave NE**

---

**Rob Grant** <rgrant@bainbridgewa.gov>  
To: Varily Isaacs <varilyisaacs@gmail.com>

Tue, Aug 17, 2021 at 2:34 PM

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>

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**COBI Proposed Road Vacation - Ward Ave NE, portion of**

2 files hidden

---

**Joan Haase** <jhaase@bainbridgewa.gov>  
To: Varily Isaacs <varilyisaacs@gmail.com>

Mon, Sep 30, 2019 at 9:45 AM

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

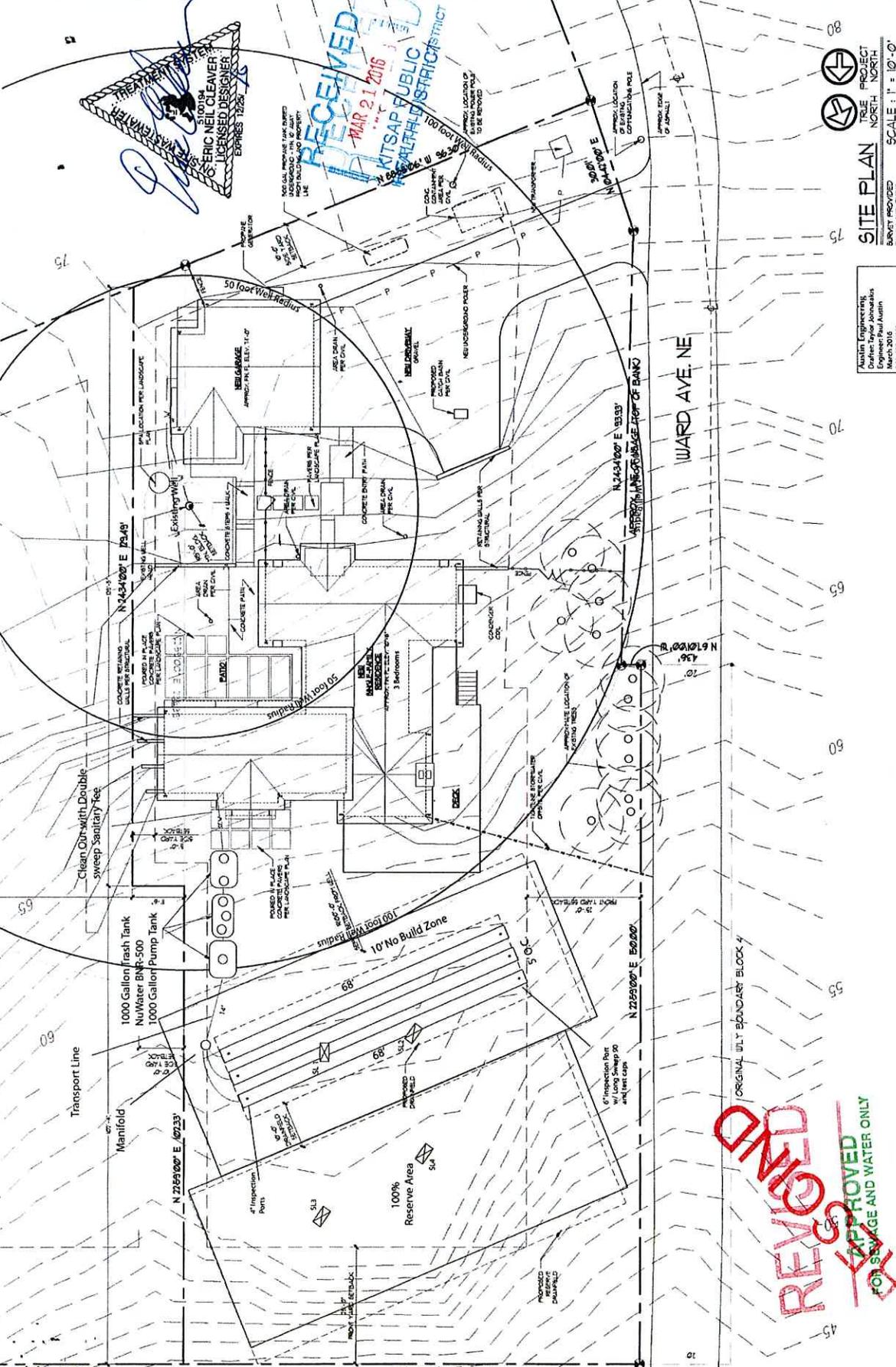
[steve.brown@kitsappublichealth.org](mailto:steve.brown@kitsappublichealth.org) | [kitsappublichealth.org](http://kitsappublichealth.org)

Revised: 1/28/16  
 1. 208.545.0012  
 2. 208.549.8888

**JOHNSON SQUARE**  
 ARCHITECTURE + PLANNING

The architect is aware of various laws and regulations that may apply to this project and will ensure that the project complies with all applicable laws and regulations. The architect is not responsible for any errors or omissions in this plan. The architect is not responsible for any construction or other work that may be required to complete the project. The architect is not responsible for any other work that may be required to complete the project.

Drawn By: EGS  
 Date: JUN 2016  
 Created By: DJ  
 Date: JUN 2016  
 Approved For: Owner  
 By and Date:



Project: ARTIST'S RESIDENCE  
 5100 WARD AVE NE  
 BANNERIDGE ISLAND, WA 98103  
 Owner: TRACCY ART165  
 4655 NE WOODSON LN  
 UNIT 335  
 BANNERIDGE ISLAND, WA 98103

Scale: 1" = 10'-0"  
 Sheet Title: SITE PLAN  
 Sheet No: A-11

Austin Engineering  
 Drafted: Taylor Jonauskas  
 Engineer: Paul Austin  
 306098-11661  
 On-Site Sewer  
 Components only

**SITE PLAN**  
 TRUE NORTH  
 NORTH  
 NORTH  
 SCALE: 1" = 10'-0"

**RECEIVED**  
 MAR 21 2016  
 KITSAP PUBLIC HEALTH DISTRICT

**APPROVED**  
 FOR SEWAGE AND WATER ONLY

Kitsap Public Health District



# EASEMENTS

After recording, return to:  
Piper M. Thornburgh  
Piper Thornburgh Law PLLC  
182 Ericksen Avenue NE  
Bainbridge Island, WA 98110

**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 22<sup>nd</sup> 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.

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]

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 this 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 22<sup>nd</sup> day of June, 2019.  
**SMRITI DHARAL**  
NOTARY PUBLIC #200378  
STATE OF WASHINGTON  
MY COMMISSION EXPIRES  
**05-18-22**

Smriti Dharal  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Cambridge Island  
My commission expires: 05/18/2022

Varily Isaacs  
Varily Isaacs, Co-Trustee  
of the Isaacs Family Trust  
dated June 14, 2017

Bryan Isaacs  
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 both 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.

Girish H. Patel  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Los Gatos, CA  
My commission expires: 6/25/22

EASEMENT AGREEMENT

Page 4 of 8

**GIRISH H. PATEL**  
COMM. #2244490  
Notary Public - California  
Santa Clara County  
My Comm. Expires June 25, 2022

**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 SOUTHWESTERLY 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°38'20" EAST 202 FEET;

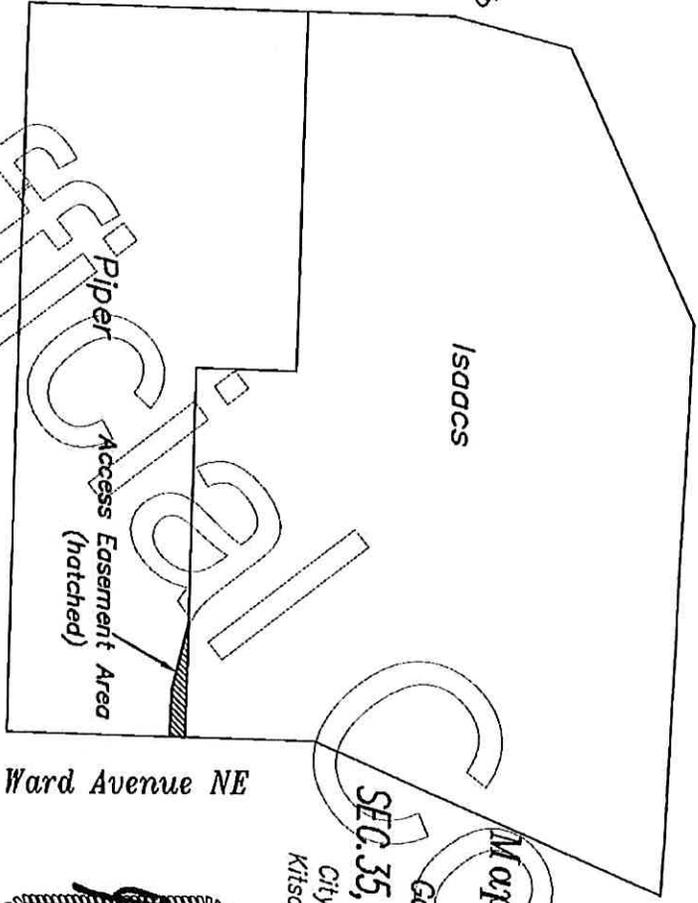
THENCE NORTH 36 FEET; THENCE NORTH 22° EAST 111.88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3, SHORT SUBDIVISION 3830-R AS RECORDED UNDER AUDITORS FILE NUMBER 8806210074; THENCE ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 87°19'34" WEST 158.29 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SHORT SUBDIVISION, SOUTH 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

Scale: 1" = 40'  
Assumed



Ward Avenue NE

Map of Easement  
of portion of  
Government Lot 2

SEC. 35, T. 25N., R. 2E., W.M.

City of Bainbridge Island,  
Kitsap County, Washington



6/3/19

ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

DRAWING 6667ESM MAP DATE 6/3/19

**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

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.**  
Attn: ROW Dept. / SJW/SRG  
3130 South 38<sup>th</sup> Street  
Tacoma, WA 98409



**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  
WARD AVE NE VACATE 508280353 RW-115338 / NOT-11537068  
Page 1 of 3

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 4<sup>th</sup> 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  $89^{\circ}36'20''$  E 85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39 FEET; THENCE NORTH  $89^{\circ}36'20''$  EAST 202 FEET; THENCE NORTH 36 FEET; THENCE NORTH  $22^{\circ}$  EAST 111.88 FEET; THENCE SOUTH  $89^{\circ}36'20''$  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 38<sup>th</sup> Street  
Tacoma, WA 98409



**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.

WARD AVE NE VACATE 508280353 RW-115338 / NOT-11537068  
Page 1 of 4

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 )  
COUNTY OF Kitsap ) ss

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  
(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, 20 21.

OWNERS:

BY: \_\_\_\_\_  
VARILY ISAACS, TRUSTEE

BY: [Signature]  
BRYAN ISAACS, TRUSTEE

of 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

COUNTY OF Santa Clara <sup>SS</sup> 2021

On this 16 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. he was

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
(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 Angeles, 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 38<sup>th</sup> Street  
Tacoma, WA 98409  
SRG/SRW



**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 17<sup>TH</sup>, 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.



## 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.

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CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (7:20 PM) Conduct Public Hearing for and Consider Adoption of Ordinance No. 2022-11 Revising Chapter 15.20 BIMC Surface Water and Stormwater Management and Adopt the 2019 DOE Stormwater Management Manual - Public Works,

**SUMMARY:** This item is to hold a public hearing for and to consider adoption of Ordinance No. 2022-11, which would revise Chapter 15.20 BIMC related to surface water and stormwater management and adopt the 2019 DOE Stormwater Management Manual. See attached Executive Summary showing links to the 2019 DOE Stormwater Management Manual. The public hearing draft is the same as the version considered by the Council at its meeting on May 24, 2022, except that the effective date has been changed by one day, so the effective date will be June 30, 2022 (rather than July 1, 2022). That text change is shown in yellow highlighted text in the attached ordinance. (See Background section below for more information.)

**AGENDA CATEGORY:** Ordinance

**PROPOSED BY:** Public Works

**RECOMMENDED MOTION:** I move to approve Ordinance No. 2022-11.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

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

**BACKGROUND:** This public hearing was set by the City Council at their May 24, 2022 Business Meeting.

The Phase II National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit issued to the City of Bainbridge Island (City) by the Washington Department of Ecology (DOE) allows the City to use the DOE Stormwater Management Manual for Western Washington (SWMMWW) to meet requirements in section S5.C.6 of the permit regarding controlling runoff from new development, redevelopment, and construction sites. The permit requires adoption of the latest version of the SWMMWW no later than June 30, 2022.

The attached stormwater ordinance revision will meet the Department of Ecology's (DOE) requirements by adopting the current (2019) Stormwater Management Manual for Western Washington. Revisions to Chapter

15.20 BIMC were made to reflect DOE's updated manual and the City's continued commitment to environmental stewardship, safeguarding property, recharging aquifers, and protecting critical areas.

The 2019 SWMMWW replaces the 2012 edition (as amended in 2014) which was adopted by the City in December 2016 (via Ordinance No. 2016-28). The focus of the 2019 update was to enhance the usability of the 5-volume manual by fully embracing an interactive online version, consolidating repetitive information, revising text for clarity, and reordering sections for a better flow of stormwater concepts.

Ordinance No. 2022-11, included with this agenda item, would adopt the 2019 SWMMWW and amend, in part, the BIMC to reflect the terms of manual. As above described in the Summary section, the public hearing draft is the same as the version considered by the Council at its meeting on May 24, 2022, except that the effective date has been changed by one day, so that the effective date will be June 30, 2022 (rather than July 1, 2022). That text change is shown in yellow highlighted text in the attached ordinance. The reason for this change is to ensure consistency between the ordinance and the City's NPDES permit with the State of Washington.

**ATTACHMENTS:**

[Ordinance No. 2022-11 Revising Chapter 15.20 BIMC re Stormwater Mgmt \(Revised\)](#)

[2019 SWMMWW - Executive Summary of the 2019 Revisions and Links to Manual.pdf](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:** N/A

***PUBLIC HEARING DRAFT***  
*[Slightly Revised]*

**ORDINANCE NO. 2022-11**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to amending Chapter 15.20 and other provisions of the Bainbridge Island Municipal Code to adopt and incorporate the 2019 Stormwater Management Manual for Western Washington and remain in compliance with the City’s NPDES permit; providing for severability; and establishing an effective date of **June 30**~~July 1~~, 2022.

**WHEREAS**, the City Council adopted Chapter 15.20 to Title 15 of the Bainbridge Island Municipal Code (“BIMC”) on February 4, 1999, and amended it on November 22, 2005, August 12, 2013, and December 12, 2016; and

**WHEREAS**, the City Council adopted Ordinance No. 2016-28, which incorporated the 2012 Department of Ecology Stormwater Management Manual for Western Washington; and

**WHEREAS**, the Department of Ecology updated the Stormwater Management Manual for Western Washington in 2019 (“2019 Stormwater Management Manual”); and

**WHEREAS**, the City Council desires to amend the BIMC to update the standards for surface and stormwater management to be consistent with Department of Ecology guidelines as provided in the 2019 Stormwater Management Manual; and

**WHEREAS**, the City Council also desires to amend the standards for surface and stormwater management to comply with the City’s National Pollutant Discharge Elimination System (“NPDES”) Municipal Stormwater Discharge Permit (see, e.g., S5.C6); and

**WHEREAS**, on June 14, 2022, the City Council held a public hearing on this Ordinance No. 2022-11 related to adoption of the 2019 Stormwater Management Manual in order to receive public comment regarding the updates to stormwater regulations; and

**WHEREAS**, after considering public testimony and other public comment received regarding this Ordinance No. 2022-11 related to updating the BIMC to incorporate the 2019 Stormwater Management Manual, the City Council determined on June 14, 2022 to adopt the 2019 Stormwater Management Manual, and to amend and update related provisions in the BIMC.

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

**Section 1.** Adoption of Findings. The recitals set forth above are hereby adopted as part of the Bainbridge Island City Council’s findings justifying the revisions to the Bainbridge Island Municipal Code adopted by this ordinance.

**Section 2.** Adoption of 2019 Stormwater Management Manual for Western Washington.

A. The City hereby adopts the 2019 Stormwater Management Manual for Western Washington as published by the Washington State Department of Ecology (“2019 Stormwater Management Manual”).

B. In addition to the revisions to Chapter 15.20 of the Bainbridge Island Municipal Code (“BIMC”) set forth below, this ordinance hereby amends, updates, and supersedes each and every reference in the BIMC to the Washington State Department of Ecology Stormwater Management Manual for Western Washington, as so stated or as reasonably inferred from the text and the context (e.g., if the full title of the Stormwater Manual is not so described) to mean the 2019 Stormwater Management Manual. The intent of this ordinance is to ensure that the City is implementing and enforcing stormwater regulations consistent with, and as required by, the Federal Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §§ 1251 et seq., and the National Pollutant Discharge Elimination System (“NPDES”) permitting program established by the Act. The State of Washington has directed the City and other local governments to implement these stormwater regulations to comply with the NPDES permitting program, and such regulations are mandatory state regulations, rather than discretionary local regulations.

**Section 3.** Section 15.20.050 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

**15.20.050 General requirements.**

A. Stormwater Management Manual Adopted. The Washington State Department of Ecology’s ~~2012~~2019 Stormwater Management Manual for Western Washington, as amended ~~in 2014~~, is hereby adopted by reference and is hereinafter referred to as the stormwater manual; provided, that certain provisions of the stormwater manual are amended as stated in BIMC 15.20.060.

B. Illegal discharges and illegal connections to the stormwater drainage system are prohibited by Chapter 15.22 BIMC.

C. Low Impact Development Manual Adopted. The 2012 Low Impact Development (LID) Technical Guidance Manual for Puget Sound is hereby adopted by reference and is hereinafter referred to as the LID manual.

**Section 4.** Section 15.20.060 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

## 15.20.060 Approval standards.

A. City-Specific Standards. The city amends the standards adopted as part of the stormwater manual (~~summarized in subsection B of this section~~) as follows:

1. Instead of following the Better Site Design BMP (BMP T5.41) in Volume V, Section ~~5.3.2~~ V-2 of the stormwater manual, conduct a site assessment following the guidance in the LID manual adopted in BIMC 15.20.050. Comply with the city of Bainbridge Island design and construction standards for streets and roadways unless an exception is granted in writing by the administrator.

2. The hard surface threshold for triggering Minimum Requirements No. 1 through 5 for new development and redevelopment (Volume I, Section I-3.3) is reduced from 2000 square feet to 800 square feet or greater of new plus replaced hard surface area.

~~3. Projects that discharge directly, or indirectly through a stormwater drainage system, to Puget Sound are required to implement the full list of on-site stormwater management BMPs on List No. 1 or List No. 2 (see subsection B.2 of this section).~~

~~43. Optional Guidance No. 4~~ Volume I, Section 3.5.2 Additional Protective Measure (“APM”) 1, Financial Liability, is not adopted.

~~54. Optional Guidance~~ Volume I, Section 3.5.1 APM No. 2, Off Site Analysis and Mitigation, and Volume I, III, Section 3.42.3, Perform an Offsite Analysis, is required for new development and redevelopment projects creating 5,000 square feet or more of hard surface area.

~~65. In~~ Volume I, Section 2.73.6.1 of the stormwater manual, Adjustments to the MRs, is not adopted.

~~7. The use of threshold discharge areas, as defined by the stormwater manual, is not adopted.~~

~~86. In~~ Volume III, Section 3.2 of the stormwater manual, Figure 3.2.4, Example of Permanent Surface Water Control Pond Sign BMP D.1 Detention Ponds, Signage section under Design Criteria, is amended to include the following language: City of Bainbridge Island specific Signage for constructed ponds is required to be provided by the developer as a part of the project. Contact the City Stormwater Management Program Coordinator to obtain approved sign specifications for a permanent surface water control pond, which will include to determine the pond name, pond number, and telephone number to include on the sign.

97. ~~Volume V, Section 4.3-11.2, Setbacks, Slopes, and Embankments is amended to add the following language after the first paragraph in the Setbacks section: delete the current text and replace with the following language: Chapter 16.20 BIMC defines “Zone of Influence” as it relates to moderate and steep slopes. A Geotechnical Engineer is required to evaluate a project stormwater site plan that proposes land disturbance, changes in land use, or changes in site hydrology within the zone of influence of any geologically hazardous area as defined in Chapter 16.20 BIMC.all stormwater facilities and infiltration systems proposed within 200 feet of a geologically hazardous area.~~

108. ~~The City utilizes the Rain Garden Handbook for Western Washington: A Guide for Design, Installation and Maintenance (Hinman et al., 2013). Volume V, Section V-11 of the stormwater manual, BMP T5.14 Rain Gardens, is modified to add the following text to the end of the first paragraph of the Design Guidelines section: The 2013 Rain Garden Handbook for Western Washington supplements the Rain Garden (BMP T5.14A) design guidelines in the stormwater manual for projects triggering Minimum Requirements No. 1 through 5. Use the “Good (80%)” performance level for Rainfall Region 3 in the Rain Garden Sizing Chart in the Rain Garden Handbook for Western Washington at a minimum. “Better (95%)” performance level is preferred.~~

~~B. Stormwater Manual Standards. The stormwater manual adopted in BIMC 15.20.050 includes the following nine minimum requirements:~~

- ~~1. Minimum Requirement No. 1— Preparation of Stormwater Site Plans.~~
- ~~2. Minimum Requirement No. 2— Construction Stormwater Pollution Prevention.~~
- ~~3. Minimum Requirement No. 3— Source Control of Pollution.~~
- ~~4. Minimum Requirement No. 4— Preservation of Natural Drainage Systems and Outfalls.~~
- ~~5. Minimum Requirement No. 5— On-Site Stormwater Management.~~
- ~~6. Minimum Requirement No. 6— Runoff Treatment.~~
- ~~7. Minimum Requirement No. 7— Flow Control.~~
- ~~8. Minimum Requirement No. 8— Wetlands Protection.~~
- ~~9. Minimum Requirement No. 9— Operations and Maintenance.~~

~~The following is a summary of the general thresholds included in the stormwater manual with modifications based on the city-specific standards provided in subsection A of this section. Specific thresholds are also summarized for Minimum Requirements No. 5, 6, and 7. The stormwater manual includes additional comprehensive guidance regarding implementation of these thresholds.~~

~~1. Overall project thresholds include the following:~~

<b>Applicable Requirements</b>	<b>New Development</b>	<b>Redevelopment</b>
Minimum Requirement No. 2 (Construction Stormwater Pollution Prevention)	All projects	All projects

<b>Applicable Requirements</b>	<b>New Development</b>	<b>Redevelopment</b>
Minimum Requirements Nos. 1—5	$\geq 1,300$ sf new plus replaced hard surface area <sup>1</sup> , or $\geq 7,000$ sf land disturbing activity, or Land disturbing activity covering $\geq 35\%$ of the site	$\geq 800$ sf new plus replaced hard surface area <sup>1</sup> , or $\geq 7,000$ sf land disturbing activity, or Land disturbing activity covering $\geq 35\%$ of the site
Minimum Requirements Nos. 1—9	$\geq 5,000$ sf new plus replaced hard surface area, or $\geq 3/4$ acre of vegetation converted to lawn or landscaped areas, or $\geq 2.5$ acres of native vegetation converted to pasture	$\geq 5,000$ sf new hard surface area, or $\geq 3/4$ acre of vegetation converted to lawn or landscaped areas, or $\geq 2.5$ acres of native vegetation converted to pasture, or $\geq 5,000$ sf of new plus replaced hard surface AND New hard surface is $\geq 50\%$ of the existing hard surface within the project limits (road-related projects), or Proposed improvements are $> 50\%$ of the assessed value of the existing site improvements
Optional Guidance No. 2: Off-Site Analysis and Mitigation	$\geq 5,000$ sf of hard surface area <sup>2</sup>	$\geq 5,000$ sf of hard surface area <sup>2</sup>

1—City specific threshold for new development and redevelopment.

2—City specific threshold for off-site analysis and mitigation.

2.Thresholds related to Minimum Requirement No. 5 (Volume I, Section 2.5.5 of the stormwater manual) include the following:

<b>Applicable Requirements</b>	<b>New Development and Redevelopment</b>
List No. 1	Thresholds for Minimum Requirements No. 1—5 summarized in BIMC <u>15.20.060.B.1</u>
List No. 2	Thresholds for Minimum Requirements No. 1—9 summarized in BIMC <u>15.20.060.B.1</u>
LID Performance Standard	Optional, but can be used instead of List No. 1 or List No. 2 as specified above
BMP T5.13 (Post Construction Soil Quality and Depth)	Required for disturbed pervious areas

<b>Applicable Requirements</b>	<b>New Development and Redevelopment</b>
Direct Discharge to Puget Sound	Projects discharging directly to, or indirectly through a stormwater drainage system, to Puget Sound are required to evaluate the full list of on-site stormwater management BMPs on List No. 1 or List No. 2 <sup>1</sup>

1— City-specific requirement for direct discharges.

3. Thresholds related to Minimum Requirement No. 6 (Volume I, Section 2.5.6 of the stormwater manual) include the following:

<b>Applicable Requirements</b>	<b>New Development and Redevelopment</b>
Stormwater Treatment Facility	≥ 5,000 sf pollution-generating hard surfaces (PGHS), or ≥ 3/4 acre of pollution-generating pervious surfaces (PGPS)
Oil Control	High-use sites
Phosphorus Treatment	Not applicable at this time
Enhanced Treatment	Industrial project sites, commercial project sites, multifamily project sites, and high AADT roads <sup>1</sup> that: 1) Discharge directly to fresh waters or conveyance systems tributary to fresh waters designated for aquatic life use or that have an existing aquatic life use; or 2) Use infiltration strictly for flow control—not treatment—and the discharge is within 1/4 mile of a fresh water designated for aquatic life use or that has an existing aquatic life use
Basic Treatment	All sites meeting the stormwater treatment facility thresholds listed above for PGHS or PGPS

1— High AADT roads are designated as ≥ 15,000 (fully controlled and partially controlled limited access highways) and ≥ 7,500 (all other roads).

4. Thresholds related to Minimum Requirement No. 7 (Volume I, Section 2.5.7 of the stormwater manual) include the following:

<b>Applicable Requirements</b>	<b>New Development and Redevelopment</b>
Flow Control Facility	≥ 10,000 sf effective impervious surface, or ≥ 3/4 acre of vegetation converted to lawn or landscaped areas, or ≥ 2.5 acres of native vegetation converted to pasture, or ≥ 0.15 cfs increase in the 100-year flow frequency (using a 15-minute time step)
Direct Discharge Exemption	Flow control facilities are not required for direct discharges, or indirect discharges through a stormwater drainage system, to Puget Sound

**Section 5. Severability.** Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption

shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 6.** This ordinance shall take effect and be in force on **June 30** ~~July 1~~, 2022, after 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, MMC, City Clerk

FILED WITH THE CITY CLERK:	May 20, 2022
PASSED BY THE CITY COUNCIL:	_____, 2022
PUBLISHED:	_____, 2022
EFFECTIVE DATE:	<b>June 30</b> <del>July 1</del> , 2022
ORDINANCE NUMBER:	2022-11

# Stormwater manuals

Our stormwater manuals provide stormwater permit implementation and management guidance. To determine which manual you need, contact your municipality or permit administrator.

Ecology's Stormwater Management Manual for Western Washington (SWMMWW)

## Western Washington

[2019 Stormwater Management Manual for Western Washington](#) 

### Previous versions

[2012 Stormwater Management Manual for Western Washington, as Amended in December 2014](#) 

[2012 Stormwater Management Manual for Western Washington](#) 

2005 Stormwater Management Manual for Western Washington

[Vol. I Technical Requirements and Site Planning](#) 

[Vol. II Construction Stormwater Pollution Prevention](#) 

[Volume III - Hydrologic Analysis and Flow Control Design/BMPs](#) 

[Volume IV - Source Control BMPs](#) 

[Volume V - Runoff Treatment BMPs](#) 

2001 Stormwater Management Manual for Western Washington

[Volume I - Minimum Technical Requirements and Site Planning](#) 

[Volume II - Construction Stormwater Pollution Prevention](#) 

[Volume III - Hydrologic Analysis and Flow Control Design/BMPs](#) 

[Volume IV - Source Control BMPs](#) 

[Volume V - Runoff Treatment BMPs](#) 

[1992 Stormwater Management Manual for the Puget Sound Basin](#) 

[Order a hard copy or CD](#) 

## Between versions: What changed and why?

Ecology's Stormwater Management Manual for Eastern Washington (SWMMEW)

## Eastern Washington

[Stormwater Management Manual for Eastern Washington \(2019\)](#) 

[Response to comments](#) 

[Major Revisions in the 2019 Manual](#)

[UIC Well Requirements Guidance](#) 

### Previous versions

[Stormwater Management Manual for Eastern Washington \(2004\)](#) 

[Corrections and Clarifications to the Stormwater Management Manual for Eastern Washington \(2004\)](#)

2014 Western Washington Revision

[Response to Comments on the Draft 2014 SWMMWW](#)

[2012 to 2014 SWMMWW Redlines](#)

[Chart of Changes between the 2012 and 2014 SWMMWW](#)

2012 Western Washington Revision

[Response to Comments on the Draft 2012 SWMMWW](#)

[2005 to 2012 SWMMWW Redlines](#)

# Executive Summary of the 2019 Revisions

The Stormwater Management Manual for Western Washington (SWMMWW) provides guidance on the measures necessary to control the quantity and quality of stormwater. Local municipalities use this manual to set stormwater requirements for new development and redevelopment projects. Land developers and development engineers use this manual to design permanent stormwater control plans, create construction stormwater pollution prevention plans, and determine stormwater infrastructure. Businesses use this manual to help design their stormwater pollution prevention plans.

The greatest use of the SWMMWW has been through National Pollutant Discharge Elimination System (NPDES) stormwater permits. The Municipal Stormwater General Permits for western Washington incorporate and reference the SWMMWW. The Industrial Stormwater General Permit, Construction Stormwater General Permit, Boatyard General Permit, and the Sand and Gravel General Permit reference the SWMMWW. Since 2005, Ecology has reissued or issued for the first time all of these NPDES stormwater permits. The 2019 revisions to the SWMMWW will continue to help permittees comply with these permits.

## *Types of Revisions*

### Usability Enhancements

The focus of the 2019 update was to enhance the usability, which will result in improved implementation of the stormwater permits that rely on this guidance. Enhancements include:

- Fully embracing the online user (maintain the interactive online format)
- Consolidating repetitive information
- Revising text for clarity
- Reordering sections for a better flow of concepts

### Significant Changes

Ecology also identified the following changes that must be made in order to continue to provide the best guidance available:

1. **Continuous Simulation Modeling:** Text throughout the SWMMWW has been updated to require continuous simulation models that include:
  - The ability to directly model BMPs that may be used in LID applications, such as bioretention, permeable pavement, and green roofs.
  - 15-minute time steps.
  - Incorporation of the van Genuchten algorithm to model bioretention.

2. **Replaced Hard Surfaces Redevelopment Threshold:** The Minimum Requirement Thresholds for non-road related commercial or industrial redevelopment projects have been updated to require the project proponent to compare the value of the proposed improvements to the value of the Project Site (the limits of disturbance) improvements, rather than the Site (the entire parcel) improvements.
3. **Equivalent Areas:** The Redevelopment Project Thresholds have been updated to allow a project proponent to provide Stormwater Management BMPs for an equivalent area. The equivalent area may be on-site, or off-site if the area drains to the same receiving water and the guidance for in-basin transfers is followed.
4. **Minimum Requirement 2:** The 13 Elements in [I-3.4.2 MR2: Construction Stormwater Pollution Prevention Plan \(SWPPP\)](#) have been updated to incorporate changes that were made to the 2015-2020 Construction Stormwater General Permit.
5. **Minimum Requirement 5:** [I-3.4.5 MR5: On-Site Stormwater Management](#) has been updated to require [BMP T5.13: Post-Construction Soil Quality and Depth](#) when choosing to use the LID Performance Standard to meet Minimum Requirement 5 for Minimum Requirement 1-5 projects.
6. **Minimum Requirement 7:** [I-3.4.7 MR7: Flow Control](#) has been updated to ensure that a TDA discharging to a marine waterbody meets all exemption requirements before it can be determined to be Flow Control exempt.
7. **Concrete Washout BMPs:** [BMP C151: Concrete Handling](#) and [BMP C154: Concrete Washout Area](#) have been updated to clarify that auxiliary concrete truck components and small concrete handling equipment may be washed into formed areas awaiting concrete pour, while concrete truck drums must be washed either off-site or into a concrete washout area.
8. **Source Control BMPs:** [Volume IV](#) (Source Control BMP Library) has been updated with Source Control BMPs for activities not listed in previous versions of the manual. The new activities with Source Control BMPs are:
  - o [S434 BMPs for Dock Washing](#)
  - o [S441 BMPs for Potable Water Line Flushing, Water Tank Maintenance, and Hydrant Testing](#)
  - o [S435 BMPs for Pesticides and an Integrated Pest Management Program](#)
  - o [S444 BMPs for the Storage of Dry Pesticides and Fertilizers](#)
  - o [S449 BMPs for Nurseries and Greenhouses](#)
  - o [S450 BMPs for Irrigation](#)
  - o [S445 BMPs for Temporary Fruit Storage](#)
  - o [S439 BMPs for In-Water and Over-Water Fueling](#)
  - o [S436 BMPs for Color Events](#)

- [S438 BMPs for Construction Demolition](#)
- [S440 BMPs for Pet Waste](#)
- [S442 BMPs for Labeling Storm Drain Inlets On Your Property](#)
- [S443 BMPs for Fertilizer Application](#)
- [S446 BMPs for Well, Utility, Directional and Geotechnical Drilling](#)
- [S447 BMPs for Roof Vents](#)
- [S451 BMPs for Building, Repair, Remodeling, Painting, and Construction](#)
- [S452 BMPs for Goose Waste](#)

9. **Wetlands Guidance:** [Appendix I-C: Wetland Protection Guidelines](#) and [I-3.4.8 MR8: Wetlands Protection](#) have been updated to require monitoring and modeling of high value wetlands, if the project proponent has legal access to them. The 2014 wetland guidance is retained, but refined, for modeling requirements for lower value wetlands (and high value wetlands that the project proponent does not have legal access to).

## **Other Updates**

Other updates include:

- Incorporation of UIC Program guidance. See [I-4 UIC Program](#).
- Expanded guidance for regional facilities. See [Appendix I-D: Regional Facilities](#).
- Guidance for stormwater control transfer programs. See [Appendix I-E: Stormwater Control Transfer Program](#).

## ***How to Find Corrections, Updates, and Additional Information***

With a publication of this size and complexity there will inevitably be errors that must be corrected and clarifications that are needed. There will also be new information and technological updates.

Ecology intends to incorporate errata changes within the text of the interactive online version of the 2019 SWMMWW. Other updates, such as new technical information, FAQs, and/or training videos, may be posted as additional documents in the navigation pane of the interactive online manual, but will not be incorporated within the manual text until Ecology officially updates the publication.

Ecology will not use the interactive online version to make revisions in key policy areas – such as the thresholds and minimum requirements in Volume I. Please check the interactive online version periodically for corrections and updates.

## ***Public Involvement Leading Up to the 2019 SWMMWW***

Ecology provided public involvement opportunities and received public comments in preparation of the 2019 SWMMWW through individual user feedback, listening sessions, meetings with experts in selected fields, a preliminary draft public comment period, and a formal draft public comment period.

- **Individual User Feedback**

Since the release of the 2014 SWMMWW, Ecology has collected feedback in the form of emails and phone calls from individual manual users. Ecology took note of common questions, and has provided clarification in the edits.

- **Listening Sessions**

In the Spring of 2017, Ecology hosted listening sessions across western Washington to gather input for preparing to reissue the 2019 Municipal Stormwater permits and update the Manual. Participants largely agreed that the Manual update should not include substantial changes to the technical requirements, but were thankful for the efforts suggested by Ecology to enhance the usability of the manual.

Below is a video of the presentation made by Ecology at the Spring 2017 listening sessions.



*Video Presentation: **How Ecology will Enhance the Usability of the SWMMWW** (10 minutes, as presented at listening sessions in Spring 2017)*

- **Meetings With Experts**

In a few cases, Ecology met with internal and external experts to discuss needed changes to the Manual. For example, Ecology held meetings to discuss the updates to [Appendix I-C: Wetland Protection Guidelines](#).

- **Preliminary Draft Public Comment Period**

In the Fall of 2017, Ecology provided a preliminary draft package of the 2019 SWMMWW for an informal public review. Ecology considered the comments received while finalizing the formal draft.

Below is a video of the presentation made by Ecology for the Fall 2017 preliminary draft package.



*Video Presentation: Welcome to the Preliminary Draft of the 2019 SWMMWW* (18 minutes, as presented with the release of the preliminary draft package in Fall 2017)

- **Formal Draft Public Comment Period**

In the Summer of 2018, Ecology provided a formal draft package of the 2019 SWMMWW for a 120 day public comment period. Ecology considered the comments received during the comment period and made the final changes to the 2019 SWMMWW. Ecology has issued a response to comments with the final version of the 2019 SWMMWW.

Below is a video of the presentation made by Ecology at the Fall 2018 public workshops about the formal draft package.



*Video Presentation: Welcome to the Draft 2019 SWMMWW* (21 minutes, as presented at the public workshops in Fall 2018)

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**Washington State Department of Ecology**

*2019 Stormwater Management Manual for Western Washington (2019 SWMMWW)*

Publication No.19-10-021



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (7:30 PM) Provide Direction Regarding September 10, 2022 Expiration of Ordinance No. 2021-10, Amending Bonus Floor Area Ratio (FAR) Options, BIMC 18.12.030.E., - Planning,

**SUMMARY:** Ordinance No. 2021-10 is set to expire on September 10, 2022. There are several options the City Council can consider in response to this expiration. Each option would precipitate different near-term outcomes. There is a recognition that development standards in the Mixed Use Town Center and High School Road districts may be revised as part of updating the Winslow Subarea Plan.

1. **ALLOW THE ORDINANCE TO EXPIRE:** Let Ordinance No. 2021-10 expire on September 10, 2022. Once expired, the options for achieving bonus FAR that had been eliminated by Ordinance No. 2021-10 would be added back into the code and become available to be utilized through land use and building permits. See pages 6-9 of Ordinance No. 2021-10 and Exhibit A Ordinance No. 2021-10.

2. **EXTEND:** Extend Ordinance No. 2021-10 "as is" for 12 (or 18) months. Options for achieving bonus FAR would remain: 1) providing affordable housing within a development; 2) utilizing bonus residential FAR previously obtained from the Islander Mobile Home Park; and 3) in the Ferry Terminal District, relocating ferry surface parking to underground or within a building. Historic buildings would continue to not count toward a property's level of FAR. Development projects would be limited to the amount of residential, commercial, and mixed use FAR shown in Exhibit A to Ordinance No. 2021-10.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Planning & Community Development

**RECOMMENDED MOTION:** I move to let Ordinance No. 2021-10 expire on September 10, 2022.

OR

I move to extend Ordinance No. 2021-10 "as is" for 12 (or 18) months,

OR

Continue topic to a future City Council Business Meeting.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** On March 10, 2020, the City Council approved an interim zoning control ordinance that reduced FAR bonus options in the municipal code, BIMC 18.12.030.E. (Ordinance No. 2020-10). The interim control became effective immediately and paused the use of bonus FAR, except for subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation). Bonus FAR increases the amount of residential, commercial, or mixed-use development that can be built for some types of projects in some instances. The FAR and Bonus FAR development provisions only apply within the Mixed Use Town Center (MUTC) and High School Road zoning districts, otherwise known as downtown Winslow or Winslow. See attached map and Exhibit A to Ordinance No. 2021-10, which amends BIMC Table 18.12.020-3.

In response to the interim control ordinance, the Planning Commission began work on changes to the bonus FAR program in the Spring of 2020 and discussed this topic through Summer and Fall 2020. The Commission ultimately recommended Ordinance No. 2021-10 to the City Council (formerly Ordinance No. 2020-16 ).

The City Council discussed Ordinance No. 2021-10 on August 10, 2021, and on August 24, 2021, after holding a public hearing, the Council approved Ordinance No. 2021-10. The ordinance amended the City's Bonus Floor Area Ratio (FAR) regulations (BIMC 18.12.030.E.) to limit options for achieving Bonus FAR to the following: 1) providing affordable housing within a development; 2) purchasing Residential FAR from the Islander Mobile Home Park; and 3) in the Ferry Terminal District, relocating ferry surface parking to underground or within a building. Historic buildings continued to not count toward a property's level of FAR.

Exhibit A to Ordinance No. 2021-10 modified BIMC Table 18.12.020-3 to reflect the FAR reductions for commercial and mixed use projects in the Mixed Use Town Center and High School Road zoning districts (see attached map). The Planning Commission recommended that this ordinance be an interim step while the City works to improve its affordable housing and updates the Winslow Master Plan, and recommended that the ordinance sunset or expire after 2 years. During its August 2021 review of Ordinance No. 2021-10, the Council modified the ordinance to sunset after one year. Therefore Ordinance No. 2021-10 expires on September 10, 2022.

**ATTACHMENTS:**

[Staff Memo FAR Expiration.docx](#)

[Presentation on Ord 2021-10.pdf](#)

[MUTC and HS Rd Map.pdf](#)

[Ordinance No. 2021-10-Relating to Revising Bonus FAR Regulations-Approved 082421.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



Department of Planning and Community Development

## Memorandum

Date: June 10, 2022  
To: City Council  
via Blair King, City Manager  
From: Jennifer Sutton, AICP Senior Planner  
Patricia Charnas, Director  
Subject: September 10, 2022 Expiration of Ordinance No. 2021-10 Revising Bonus Floor Area Ratio ("FAR") Program

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### I. City Council Policy Direction

The City Council approved Ordinance No. 2021-10 on August 24, 2021 (see attached). The ordinance is set to expire on September 10, 2022. There are several options the City Council can consider in response to this expiration.

- ALLOW TO EXPIRE: The City Council could take no action and let Ordinance No. 2021-10 expire on September 10, 2022. Once expired, the options for achieving bonus Floor Area Ratio (FAR) that had been eliminated by Ordinance No. 2021-10 would be added back into the code and become available to be utilized through land use and building permits. See pages 6-9 of Ordinance No. 2021-10 and Exhibit A Ordinance No. 2021-10.
- EXTEND: The City Council could opt extend Ordinance No. 2021-10 "as is" for 12 (or 18) months,. Options for achieving bonus FAR would remain limited to:
  - 1) Providing affordable housing within a development; and
  - 2) Utilizing bonus residential FAR previously obtained from the Islander Mobile Home Park; and
  - 3) Within the Ferry Terminal District only, relocating existing ferry surface parking to underground or within a building. Development projects would be limited to the amount of residential, commercial, and mixed use FAR

The City's FAR development standards apply in the Mixed Use Town Center (MUTC) and High School Road zoning districts. It is anticipated that development regulations for these districts, which could include FAR standards will be amended through the update to the [Winslow Subarea Plan](#).

### II. Summary of Ordinance No. 2021-10

Ordinance No. 2021-10 (see attached) was developed and approved as a response to the March 2020 Interim Zoning Control [Ordinance No. 2020-10](#) (see Background section below). The FAR and Bonus FAR

development provisions only apply within the MUTC and High School Road zoning districts, otherwise known as ‘downtown Winslow’ or simply ‘Winslow.’

See attached map and Exhibit A to Ordinance No. 2021-10, which amended [BIMC Table 18.12.020-3](#). Floor Area and Floor Area Ratio is the development standard that provides the maximum size of building, or intensity of development, within these zoning districts. See definitions of Floor Area and Floor Area Ratio below ([BIMC 18.12.050](#)).

F. Floor Area. Floor area is measured as the total area of all floors within the exterior vertical walls of a building. If any room has a sloping ceiling, no portion of the room measuring less than five vertical feet from the finished floor to the finished ceiling shall be included in the computation of total area.

G. Floor Area Ratio (FAR). “Floor area ratio” is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underneath a building footprint are not counted in floor area ratio calculations. When an historic structure is preserved on site, the floor area ratio of that historic structure shall not be included in the calculation of total floor area ratio for the site. The historic structure must be included on a state, local, or federal register.

Ordinance No. 2021-10 also amended the definition of floor area to exclude a historic structure from the calculation of FAR for the site, therefore providing an incentive for the preservation of historic structures by not including its floor area in the maximum amount allowed on-site. See FAR definition above.

These changes essentially eliminated all ways of achieving bonus commercial FAR, unless a property has a historic building. Exhibit A to Ordinance No. 2021-10 modified BIMC Table 18.12.020-3 to reflect the FAR reductions for commercial and mixed use projects in the MUTC and High School Road zoning districts (see attached map).

At their meeting on August 10, 2021, the City Council amended Ordinance No. 2021-10 to sunset after one year instead of two years, as recommended by the Planning Commission. On August 10, 2021, the City Council opted to let the existing Interim Zoning Control ([Ordinance No. 2021-09](#)) expire on September 10, 2021, and Ordinance No. 2021-10 took effect once the interim zoning control expired. See background below re: Interim Zoning Control.

Indirectly related to Ordinance No. 2021-10: Since this ordinance was approved, the City has completed purchasing the remaining residential FAR controlled by the Islander Mobile Home Park, as originally recommended by the Planning Commission (see Resolution No. 2022-05).

### III. BACKGROUND: MARCH 2020 INTERIM ZONING CONTROL

On March 10, 2020, the City Council approved an [interim zoning control ordinance](#) related to reducing bonus FAR options in the municipal code, [BIMC 18.12.030.E](#), ([Ordinance No. 2020-10](#)). The interim control became effective immediately and paused the use of bonus FAR, except for subsections E.1. (related to Optional Affordable Housing) and E.6. (related to Historic Structure Preservation). Bonus FAR increases the amount of residential, commercial, or mixed-use development that can be built for some types of projects in some instances.

The City’s Bonus FAR program was created in the late 1990’s as part of implementing the [Winslow Subarea Plan](#); as described in the [Winslow Subarea Plan](#), bonus FAR incentivizes developers to provide

or integrate a variety of community benefits as a way to earn bonus FAR. Each district has different FAR standards for residential, commercial, and mixed-use FAR, and in several districts, the program has a “built-in” incentive for mixed-use development by having a higher mixed-use FAR standard than straight commercial or residential development.

In addition, the Bonus FAR could be purchased from the City to support public farmland and improved amenities downtown. As a result of the interim zoning control, Bonus FAR choices were limited to only be obtained under the following circumstances:

- Providing optional affordable housing as defined in Chapter 18.36 BIMC in accordance with BIMC 18.12.030.E.1; or
- Preserving an historic structure located on a state, local, or federal register in accordance with BIMC 18.12.030.E.6. such that, when an historic structure is preserved, the square footage of that structure will not count toward the FAR calculation.

The Interim Zoning Control [Ordinance No. 2020-10](#) included an exclusion recognizing development rights that were purchased from the City or otherwise acquired prior to the effective date of the ordinance, as well as a provision recognizing vested rights. At their [August 25, 2020 meeting](#), the City Council held a public hearing on [Ordinance No. 2020-20](#) and voted to extend the Interim Zoning Control until March 10, 2021. On [February 23, 2021](#), the Council extended the interim control again, approving [Ordinance No. 2021-09](#). On August 10, 2021, the Council opted to let the Interim Zoning Control expire on September 10, 2021.

#### IV. NEXT STEPS

Ordinance No. 2021-10 (see attached) expires on September 10, 2022. City Council may allow the ordinance to expire or extend it as is for a period of 12 to 18 months.

**September 10, 2022**

**Expiration of**

**Ordinance 2021-10**

Reduced Bonus

Floor Area Ratio (FAR) Options

City Council

June 14, 2022

- **ALLOW ORDINANCE TO EXPIRE**
- **EXTEND ORDINANCE FOR 12 TO 18 MONTHS**

It is anticipated that development regulations for the Mixed Use Town Center and High School Road zoning districts may be revised as a result of the Winslow Subarea Plan update

**Ordinance 2021-10**  
Expires  
September 10, 2022

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Policy Options for  
City Council  
Consideration

## **Ordinance 2021-10**

### Revising Bonus Floor Area Ratio (FAR) Options

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#### Option 1

#### **ALLOW THE ORDINANCE TO EXPIRE:**

The City Council can allow Ordinance No. 2021-10 to expire on September 10, 2022. Once expired, the options for achieving bonus Floor Area Ratio (FAR) that had been eliminated by Ordinance No. 2021-10 would be added back into the code and become available to be utilized through land use and building permits.

# Ordinance 2021-10

## Revising Bonus Floor Area Ratio (FAR) Options

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### Option 2

#### **EXTEND**

The City Council could extend Ordinance No. 2021-10 "as is" for 12 months or more, and direct the City Manager to develop an ordinance making this change for future City Council review. Options for achieving bonus FAR would remain limited to:

- 1) Providing affordable housing within a development; and
- 2) Utilizing bonus residential FAR previously obtained from the Islander Mobile Home Park; and
- 3) Within the Ferry Terminal District only, relocating existing ferry surface parking to underground or within a building.

# Background

## Interim Zoning Control:

- Passed on March 10, 2020
- Reduced Bonus FAR Options to Only:
  - Allow for optional affordable housing;
  - Exclude historic structure square footage from the FAR calculation
- City Council Directed the Planning Commission to work on a permanent Ordinance.
- Extended until September 10, 2021

## July 2021 Planning Commission Recommendation to City Council:

- Allow for affordable housing;
- Allow an additional 0.2 FAR in the Ferry Terminal District for relocating ferry commuter parking.
- Excludes historic structures from FAR calculations (no change)
- 2-year Sunset
- City should purchase remaining bonus residential FAR from Islander Mobile Home Park.

# Ordinance 2021-10

## Revising Bonus Floor Area Ratio (FAR) Options

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### Changes with Ordinance 2021-10:

1. Affordable Housing: Build affordable housing with development project or Purchase Residential FAR from Islander Mobile Home Park
2. ~~Purchase Development Rights (Bonus FAR) from the City or private TDR~~
3. ~~Integrate Public Amenities and/or Infrastructure with Development~~
4. ~~Community Open Space (Ferry Terminal District)~~
5. ~~FAR Transfers between MUTC/HS Road Zoned Properties~~
6. Historic Structure Preservation: **MOVED TO HISTORIC PRESERVATION CHAPTER**
7. Relocating Ferry Surface Parking to Under a Building or Underground (Ferry Terminal District)

# Ordinance 2021-10:

Sunsets after 1 year  
(September 10, 2022)

Eliminates Bonus FAR for:  
Market-rate Housing  
(almost entirely)

Eliminates bonus FAR for  
Commercial Development



ZONING DISTRICT  DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC <a href="#">18.12.030.C</a> ]	
<b>Basic Maximum</b>						
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1	0.3
Residential	0.4	0.4	0.3	0.5	0.4	0.3
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3
<b>Maximum with Bonus</b>	Bonus densities require compliance with BIMC <a href="#">18.12.030.E</a>					
Commercial and Other Nonresidential Uses	1.0	0.6	0.6	0.3	0.2	0.6
Residential	1.0	0.6	0.6	1.0	1.1	0.6
Mixed Use [2]	1.5	1.0	1.0 0.9	1.0	1.3 1.2 (1.5 1.4 pursuant to note [3])	1.0 0.9

**Ordinance 2021-10**  
Expires  
September 10, 2022

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Policy Options for  
City Council  
Consideration

- **ALLOW ORDINANCE TO EXPIRE**
- **EXTEND ORDINANCE FOR 12 TO 18 MONTHS**



**ORDINANCE NO. 2021-10**  
**(Formerly Ordinance No. 2020-16)**

**AN ORDINANCE** of the City of Bainbridge Island, Washington, relating to bonus floor area ratio and amending Table 18.12.020-3, and Sections 18.12.030.E., 18.12.050, 18.24.010, 18.27.040, and 18.27.080 of the Bainbridge Island Municipal Code.

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

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

**WHEREAS**, balancing affordable housing, historic preservation, growth management, and sustainable development continues to be a local, regional, and national challenge due to many social and economic factors; and

**WHEREAS**, the City has encouraged affordable housing construction by adopting “bonus density” programs that allow for increases in density above the underlying zoning if the additional density creates affordable housing; and

**WHEREAS**, the intent of the Comprehensive Plan is to place residential density, inclusive of affordable housing, in the Winslow core area near infrastructure such as transportation hubs (e.g., ferry service, bus service, highway access), sewer, water, reliable electrical power, and retail stores; and

**WHEREAS**, the intent of such policies is to manage growth consistent with the Growth Management Act, reduce infrastructure costs, and follow general principles of sustainable community development; and

**WHEREAS**, the City Council is interested in evaluating the applicability, use, and effectiveness of the bonus density options provided for and as described in BIMC 18.12.030.E. and Table 18.12.020-3, including related to the purchase of development rights, the provision of public amenities and/or infrastructure, the provision of community open space, floor area ratio transfers related to the Mixed Use Town Center and High School Road districts, and ferry-related parking; and

**WHEREAS**, on February 25, 2020, the Council passed unanimously the following motion: “I move to direct the City Manager to work with the Planning Commission and any other appropriate City committees or commissions to bring back to Council as quickly as possible an ordinance that will reform the City’s bonus FAR programs so as to only allow bonus FAR in relation to Affordable Housing, Historic Preservation, and Transfer of Development Rights;” and

**WHEREAS**, on March 10, 2020, the City Council approved an interim zoning control ordinance related to Floor Area Ratio (“FAR”) density bonus options (Ordinance No. 2020-10); and

**WHEREAS**, the Planning Commission discussed these policies on February 27 and March 12, 2020 and formed a subcommittee of Commissioners Chester, Paar, and Quitslund to work on this topic; and

**WHEREAS**, the subcommittee brought back their recommendations to the full Planning Commission for discussion on May 14 and 28, 2020, met again, and brought back revised recommendations for the June 11, 2020 Commission meeting and the full Planning Commission came to consensus on a set of amendments to bonus FAR regulations; and

**WHEREAS**, the Planning Commission and City Council held a joint meeting on June 22, 2020 to discuss the bonus FAR regulations and how they are interrelated with other land use issues such as improving affordable housing and transfer of development rights programs; and

**WHEREAS**, the Planning Commission discussed Ordinance No. 2020-16 on June 25 and July 9, 2020 and made additional recommendations on revising BIMC 18.12.030.E.; and

**WHEREAS**, the Planning Commission recommends retaining and revising Subsection E.1.a. and Subsection E.7. and eliminating other provisions related to obtaining Bonus FAR; and

**WHEREAS**, the Planning Commission recommends that Subsection E.2., related to obtaining Bonus FAR through the City’s Transfer of Development Rights (“TDR”) program, be deleted at this time and reconsidered at a later date as part of updating the TDR program; and

**WHEREAS**, the Planning Commission recommends moving Subsection E.6. related to Historic Structure provisions to Chapter 18.24 BIMC, Historic Preservation, and to BIMC 18.12.050; and

**WHEREAS**, the Planning Commission recommends that the City pursue eliminating the Bonus FAR provisions related to the Islander Mobile Home Park, Subsection E.1.b., and selling its unused residential FAR, if legally and economically feasible; and

**WHEREAS**, on August 25, 2020, the City Council approved Ordinance No. 2020-20 extending the interim zoning control on the City’s bonus FAR program for six an additional months; and

**WHEREAS**, the Planning Commission continued discussion of proposed Ordinance No. 2020-16 related to revising the Bonus FAR Program on September 10, 24, and October 8, 2020; and

**WHEREAS**, in fall 2020, the Planning Commission recommended adoption of Ordinance No. 2020-16 as an interim measure while the City Council, the Planning Commission, and Planning Staff address broader revisions to the zoning code, including base FAR and whether to replace it with other measures such as form-based zoning; and

**WHEREAS**, in recommending Ordinance No. 2020-16 as an interim ordinance, the Planning Commission recommended that the ordinance should sunset or end after 2 years; and

**WHEREAS**, on November 17, 2020, the City Council discussed Ordinance No. 2020-16, the current amendments to the City's bonus FAR program recommended by Planning Commission together with representatives from the Planning Commission, and the City Council provided policy guidance to the Planning Commission on outstanding policy questions, including directing the City Manager to contact the Islander Mobile Home Park regarding potential purchase of its floor area ratio by the City; and

**WHEREAS**, on November 19, 2020, the Planning Commission discussed the City Council feedback from November 17 and indicated that the City could move forward with Ordinance No. 2020-16 without any changes to BIMC 18.12.030.E.1.b. related to Islander Mobile Home Park FAR; and

**WHEREAS**, on February 23, 2021, the City Council approved Ordinance No. 2021-09 extending the interim zoning control ordinance related to Floor Area Ratio density bonus options (Ordinance Nos. 2020-10 and 2020-20) for six additional months, until September 10, 2021, to allow time to complete work on Ordinance No. 2021-10 (formerly Ordinance No. 2020-16); and

**WHEREAS**, on July 22, 2021, the Planning Commission reviewed an updated version of Ordinance No. 2021-10; and

**WHEREAS**, after holding and closing a public hearing on July 29, 2021, the Commission recommended approval of this Ordinance No. 2021-10 to the City Council; and

**WHEREAS**, notice was given on July 16, 2021, to the Office of Community Development at the Washington State Department of Commerce in conformance with RCW 36.70A.106; and

**WHEREAS**, on August 10, 2021, the City Council considered this Ordinance No. 2021-10, revised Section 8 of the ordinance so that the ordinance will sunset after one year instead of two years, and set a public hearing for August 24, 2021 to accept public comment and further consider this ordinance; and

**WHEREAS**, on August 24, 2021, the City Council conducted a public hearing on this Ordinance No. 2021-10 and the Council received and considered public comment on the ordinance; and

**WHEREAS**, on August 24, 2021, after considering such public comment, the City Council adopted this Ordinance No. 2021-10; and

**WHEREAS**, because this ordinance relates directly to the above described interim control that is in effect currently pursuant to Ordinance No. 2021-09, the effective date of this ordinance will coincide with the scheduled expiration of that interim control, such that at the point at which the interim control expires, this ordinance will take effect. That interim control is scheduled to expire on September 10, 2021.

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

**Section 1.** Table 18.12.020-3 of the Bainbridge Island Municipal Code is hereby amended as shown in Exhibit A.

**Section 2.** Section 18.12.030.E. of the Bainbridge Island Municipal Code is hereby amended as follows:

E. Bonus Density to incentivize affordable housing in Winslow Mixed Use and High School Road Districts. Eligible properties may increase achieve a maximum level of development-above the base FAR, as provided for in Table 18.12.020-3, by using one, or a combination of, the following FAR bonus provisions. The FAR bonus provisions may be combined to achieve the maximum level of development established for each district. In no case shall the total commercial, residential or mixed use FAR exceed the maximum FAR as provided for in Table 18.12.020-3.

1. Optional Affordable Housing.

- a. FAR Bonus. Up to 100 percent of the maximum residential FAR bonus may come from providing affordable housing as defined in Chapter 18.36 BIMC; provided, that the difference between the base residential FAR and the maximum residential FAR shall be dedicated to affordable housing. A portion of the total floor area that is of common use and benefit to the entire residential development (for example, interior halls, stairwells, laundry rooms, exercise rooms) may be included in the calculation of the affordable housing component. This portion shall be the same percentage as the affordable housing provided. For example, if 20 percent of the living unit floor area is for affordable housing, then 20 percent of the common floor area may be included in the total affordable housing calculation. Development of the optional affordable housing shall be in accordance with Chapter 18.21 BIMC and Table 18.12.030.

**Table 18.12.030: Optional Affordable Housing Bonus Summary Table**

Size of Development	Residential development less than 10,000 sq. ft.	Residential development of 10,000 sq. ft. but less than 60,000 sq. ft.	Residential development more than 60,000 sq. ft.
<b>Affordable Housing FAR Bonus</b>	Must provide 100 percent of bonus square footage for extremely low, very low, or moderate income groups.	Must comply with following ratios: (a) 100 percent of bonus for all moderate; OR (b) 0.2 of bonus for extremely low, very low, or low income groups; 0.5 of bonus for moderate income group; and 0.3 of bonus for middle income group.	Must comply with following ratios: 0.1 of bonus for extremely low, very low or low income groups; 0.6 of bonus for moderate income group; and 0.3 of bonus for middle income group.

b. Preservation of the Islander Mobile Home Park. Preservation of the Islander Mobile Home Park as an existing park site for manufactured homes shall be encouraged through the following provisions.

i. Unused FAR from the parcel on which the mobile home park is located may be transferred to another parcel or parcels within the Mixed Use Town Center. For example, the base FAR for the mobile home park would be calculated, less the FAR of the mobile homes. In exchange for permanently preserving the mobile home park, the owner of the property may transfer the unused FAR to another parcel or parcels in the Mixed Use Town Center, where it may be used as bonus FAR above the base FAR for that district.

ii. Permanent preservation of the mobile home park may be used as an affordable housing bonus on another parcel or parcels within the Mixed Use Town Center. For example, in exchange for preserving the mobile home park, the owner of the property would be deemed to have met the affordable housing bonus provisions of subsection A.1 of this section, and could achieve the maximum FAR bonus for residential development on another parcel or parcels in the Mixed Use Town Center. The owner of the mobile home park may either apply the FAR bonus to another parcel(s) he or she owns, or transfer or sell the bonus to another property owner in the Mixed Use Town Center.

~~2. Purchase of Development Rights. Up to 100 percent of the maximum residential, commercial or mixed use FAR bonus may come from the purchase of development rights as provided for in Chapter 18.27 BIMC. The cost of development rights shall be established by resolution of the city council.~~

~~3. Public Amenities and/or Infrastructure. At the applicant's option, a portion of the bonus may be earned through the provision of public amenities, infrastructure, and/or preservation of a heritage tree(s) on site, pursuant to an adopted city council resolution clarifying the amount of credit awarded for different provision of different public amenities and/or infrastructure, as follows:~~

~~a. Up to 40 percent of the maximum residential, commercial or mixed use FAR bonus may come from monetary contributions toward public amenities and/or infrastructure beyond that required for SEPA mitigation. The amount of the contribution shall be established by resolution of the city council. Funds contributed to the public amenities and/or infrastructure shall be used exclusively in the Mixed Use Town Center or High School Road districts, for projects identified in the six year capital facilities program, or approved by the city.~~

~~b. In lieu of the contribution of funds as provided for in subsection E.3.a of this section, and subject to approval by the director or designee, the public amenities FAR bonus may be achieved by the preservation of a heritage tree(s) on site, construction of public amenities and/or infrastructure beyond that required to mitigate the impacts of development. Public amenities and/or infrastructure projects shall be located in the Mixed Use Town Center or High School Road districts, and shall be chosen from~~

projects identified in the six-year capital facilities program, or approved by the city.

~~4. Community Open Space. In the ferry terminal district, up to 60 percent of the maximum residential, commercial or mixed use FAR bonus may be achieved by providing community open space of one acre, or 20 percent of the parcel area, whichever is greater. The community open space shall be located in or in the immediate vicinity of locations identified in Figure 4.1 of the Winslow master plan. The open space must be located on the same parcel that is being developed, and must be on land that would be otherwise buildable. Adequate public access to the community open space must be provided. The city shall consider approving the bonus, taking into consideration the configuration, public use and accessibility of the proposed open space. In cases where a development project utilizes the community open space bonus provision in conjunction with the purchase of development rights bonus provision, all funds collected from the purchase of development rights shall go toward the preservation of agricultural lands fund.~~

~~5. Winslow Town Center Mixed Use/High School Road FAR Transfers. Up to 20 percent of the maximum residential, commercial or mixed use FAR bonus may come from transfers of FAR from parcels within the Mixed Use Town Center and the High School Road districts. The transfer shall create permanent open space through open space preservation covenants on sending parcels that contain critical areas as defined in Chapter 16.20 BIMC. For example, development potential in the ravine of the gateway district may be shifted to the upland area; provided, that the requirements of Chapter 16.20 BIMC are satisfied.~~

~~6. Historic Structure Preservation. When an historic structure is preserved on site, the FAR of that historic structure shall not be included in the calculation of total FAR for the site. The historic structure must be included on a state, local or federal register.~~

~~2 7. Ferry-Related Parking. In the ferry terminal district, an additional 0.2 FAR may be achieved by relocating existing legal surface ferry commuter parking on site (as shown on Figure 6.2 of the Winslow master plan) to under-building or below-grade parking. The percentage of the additional FAR that is achieved shall be dependent upon the percentage of parking that is relocated. For example, if 50 percent of existing surface ferry commuter parking on site is relocated under-building or below grade, then 50 percent of the total additional FAR (or 0.1 FAR) may be achieved.~~

**Section 3.** Section 18.12.050 of the Bainbridge Island Municipal Code is hereby amended as follows:

G. Floor Area Ratio (FAR). “Floor area ratio” is a figure that expresses the total floor area as a multiple of the lot area. This figure is determined by dividing the floor area of all buildings on a lot by the lot area prior to removal of lot area for dedication. Portions of parking located underneath a building footprint are not counted in floor area ratio calculations. When an historic structure is preserved on site, the floor area ratio of that historic structure shall not be included in the calculation of total floor area ratio for the site. The historic structure must be included on a state, local, or federal register.

**Section 4.** Section 18.24.010 of the Bainbridge Island Municipal Code is hereby amended as follows:

C. Zoning Code Relief. Designated local register properties may be authorized for a use not otherwise permitted in a certain zone. The planning director may approve said use through an administrative conditional use (BIMC 2.16.050). The planning director may also waive or modify development standards such as: setbacks, open space, lot coverage, landscape buffers and parking requirements. When an historic structure is preserved on site, the floor area ratio of that historic structure shall not be included in the calculation of total floor area ratio for the site. The historic structure must be included on a state, local, or federal register.

**Section 5.** Section 18.27.040 of the Bainbridge Island Municipal Code is hereby amended as follows:

18.27.040 Receiving areas for development rights.

~~A. Winslow Mixed Use Town Center and High School Road Districts. Developments in the Mixed Use Town Center (MUTC) and the High School Road districts are eligible for increases in floor area ratio as provided for in BIMC 18.12.030.E.1.~~

~~B. NC Districts. The neighborhood centers (NC) are eligible for increased density through the purchase or transfer of development rights in accordance with BIMC 18.12.030.D.1 and D.3, as amended.~~

~~C. R-8 Districts. The urban single-family overlay district (R-8SF) is eligible for increased density through the purchase or transfer of development rights for specified lots in the R-2.9, R-3.5, and R-4.3 zone districts.~~

**Section 6.** Section 18.27.080 of the Bainbridge Island Municipal Code is hereby repealed in its entirety as follows:

~~18.27.080 Use of development rights in Mixed Use and High School Road districts.~~

~~A. In order to use development rights to increase floor area ratio within the Mixed Use Town Center or High School Road districts as provided in BIMC 18.12.030.E, an applicant must out an application in a form approved by the city. The application shall include the amount of the requested increase in floor area ratio, and the fee, if any, of the increased floor area ratio. The fee for development rights to increase floor area ratio shall be established by resolution of the city council.~~

~~B. The approved application to utilize development rights to increase floor area ratio within the receiving area must be part of a site plan and design review application under BIMC Title 2. The site plan must indicate the increase in floor area ratio (FAR).~~

~~C. The use of development rights shall be reviewed for conformance with the design review provisions of BIMC 18.18.030.~~

**Section 7. Effect on Vested Rights.** Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe on any property owner's or property leaseholder's vested development rights as defined by state law and City of Bainbridge Island regulations.

**Section 8.** The amendments to the Bainbridge Island Municipal Code approved by this ordinance shall sunset one year from the effective date of this ordinance.

**Section 9. Severability.** Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 10.** This ordinance shall take effect and be in force immediately upon the expiration of the related interim zoning control that is in effect currently pursuant to Ordinance No. 2021-09. That interim control is scheduled to expire on September 10, 2021.

PASSED BY THE CITY COUNCIL this 24th day of August, 2021.

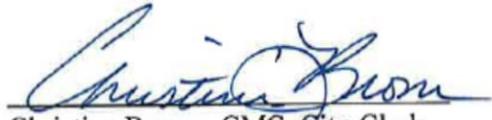
APPROVED BY THE MAYOR this 24th day of August, 2021.



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Rasham Nassar, Mayor

ATTEST/AUTHENTICATE:

  
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	August 6, 2021 (Updated August 13, 2021)
PASSED BY THE CITY COUNCIL:	August 24, 2021
PUBLISHED:	August 27, 2021
EFFECTIVE DATE:	September 10, 2021 (This ordinance is effective immediately upon the expiration of the related interim zoning control that is in effect currently pursuant to Ordinance No. 2021-09. That interim control is scheduled to expire on September 10, 2021.)
ORDINANCE NUMBER:	2021-10

Exhibit A: Table 18.12.020-3 of the Bainbridge Island Municipal Code

**Exhibit A to Ordinance No. 2021-10**

**Revisions to Table 18.12.020-3**

ZONING DISTRICT  DIMENSIONAL STANDARD	Winslow Mixed Use Town Center					HSR I and II
	Central Core Overlay	Madison Avenue Overlay	Ericksen Avenue Overlay	Gateway Overlay	Ferry Terminal Overlay [See BIMC 18.12.030.C]	
<b>Basic Maximum</b>						
Commercial and Other Nonresidential Uses	0.6	0.4	0.3	0.15	0.1	0.3
Residential	0.4	0.4	0.3	0.5	0.4	0.3
Mixed Use [2]	1.0	0.5	0.5	0.5	0.5	0.3
<b>Maximum with Bonus</b>	Bonus densities require compliance with BIMC 18.12.030.E					
<b>Commercial and Other Nonresidential Uses</b>	<b>1.0</b>	<b>0.6</b>	<b>0.6</b>	<b>0.3</b>	<b>0.2</b>	<b>0.6</b>
Residential	1.0	0.6	0.6	1.0	1.1	0.6
Mixed Use [2]	1.5	1.0	<b>1.0 0.9</b>	1.0	<b>1.3 1.2 (1.5 1.4</b> pursuant to note [3])	<b>1.0 0.9</b>

\*\*\*\*\*

[1] If the existing FAR for a developed property as of May 21, 1998, is higher than the base FAR for that district, then the existing FAR will be considered the base FAR for that developed property. Total FAR may not be exceeded.

[2] In mixed use development, the established FAR in the residential and commercial components shall not be exceeded. For the residential FAR bonus provisions for qualifying housing design demonstration project, refer to the bonus density provisions in BIMC 2.16.020.S.8.

[3] In mixed use development in the ferry terminal district, an additional 0.2 FAR is permitted in accordance with **BIMC 18.12.030.E.27**. The additional FAR may be applied to either the residential or commercial component of the mixed use development.

\*\*\*\*\*



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 20 Minutes

**AGENDA ITEM:** (7:50 PM) Review the Shade Covenant on the Crawford and M&E Properties - Executive,

**SUMMARY:** The City of Bainbridge Island owns three parcels to which a shade covenant applies. As part of a land purchase agreement in 2004, the City and the sellers, the Bentrins, executed a Shade Covenant. The Shade Covenant requires that the City prevent any tree located within 100 feet of the northern boundary line of the City-owned Crawford Property, the M&E Property, and the property owned by the Bentrins (“Buffer Area”) from growing taller than 30 feet. Over the past 18 years, the City has not complied with the provisions of the Shade Covenant. In early 2018, the Bentrins contacted the City to request that the City comply with the Shade Covenant. Discussion has been ongoing since that time.

City staff will provide an update on the efforts to pursue compliance with the Shade Covenant in anticipation of final direction and action no later than 30 days.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** Receive report and direct that a plan of action for compliance with the Shade Covenant on the Crawford and M&E properties be brought before the City Council for final action no later than July 25, 2022.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	TBD, depending on option directed
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	No

**BACKGROUND:** The City of Bainbridge Island purchased 11.5 acres of agricultural land in 2004. As part of the Agricultural Purchase and Sale Agreement, a number of related agreements were made, including a covenant which sets a height limit for trees growing within 100 feet of the property line between some of the parcels involved in the 2004 sale. This agreement is known as the “Shade Covenant.” The City-owned parcels in question are City-owned farmland called the Crawford Property and the M&E Properties, both of which are included in the master lease with Friends of the Farms. Compliance with the Shade Covenant is being treated as a topic outside of the master lease; compliance is being handled by the two parties which signed the Shade Covenant, the City and the private property owners.

Over the past 18 years, the City has not complied with the provisions of the Shade Covenant. In early 2018, the Bentrins contacted the City to request that the City comply with the Shade Covenant and remove and/or prune certain trees on the Crawford Property. To respond to the request for compliance with the Shade Covenant, the City consulted with staff, Friends of the Farms, and in 2018/2019 engaged an arborist to review the property and trees.

In 2021, the discussion expanded to include the M&E Property and to include consideration of a modification to the original Shade Covenant. The modification involved allowing trees more than 30 feet from the property line to exceed the original 30' height limit due to the slope of the land. After the modification was proposed, the City's staff arborist visited the property to review the option. In 2022, the City engaged a consultant to obtain a third-party update to the tree inventory and assessment of compliance with the Shade Covenant, as proposed to be modified.

#### Current Status

2022 Consultant Report: City staff contracted with Tree Solutions, Inc., to inventory the current trees and provide a recommended option for compliance. The consultant report is currently in draft form and will be shared when a final version is available. The initial draft included over 110 trees which exceeded the height limit in the buffer area and indicated that a combination of felling, topping, and crown reduction would be necessary for compliance.

2022 Department of Natural Resources feedback: Due to the number of trees in question, City staff reached out to the Department of Natural Resources (DNR). DNR suggested that the City consider clearing and replanting this area. DNR has not yet provided written feedback after the in-person visit on Thursday, June 2.

2022 City Staff actions: To date in 2022, City staff have taken steps including:

- The City Manager and Deputy City Manager met with the property owners and property lessor.
- Public Works staff engaged a consultant, Tree Solutions, Inc.
- Planning and Community Development staff met on site with Department of Natural Resources staff.
- City staff from Public Works, Executive, and Planning and Community Development have met on site and in City Hall to further this project.
- Public Works staff have visited the site to verify surveyed property lines.
- Public Works staff have visited the site to investigate a possible wetland on adjacent property.
- Planning and Community Development staff are reviewing the City code to determine the appropriate permitting path, depending on which option is selected.

The following are among the options that the City could pursue to comply with the requirements of the Shade Covenant:

- Option No. 1: Harvest all or most trees in the Buffer Area. Replant, either with a slow-growing species (likely true fir), or a mix of species (likely lower-growing trees and shrubs).
- Option No. 2: Amend the Shade Covenant in accordance with a modified approach suggested by the property owner and current lessor of the land to the north of the Crawford property to modify the height limits to 35' within the first 30' of the buffer and up to 47' between 30 and 100' of the property line.

City staff is working to prepare cost estimates for each alternative, and to confirm any additional documentation or permitting requirements. This information should be available within the next 30 days.

Additional detail is provided:

- Pictures taken by the property owner and lessor to show the shade pattern
- Shade Covenant, as signed in 2004.

**ATTACHMENTS:**

[Presentation - Shade Covenant Discussion for CC 06142022.pptx](#)

[Shade Pattern Fall 2017 B Wittick](#)

[Shade Pattern 2019 B Wittick](#)

[Shade Pattern October 2021 B Wittick](#)

[BACKGROUND: Bentryn Agricultural Land Purchase and Sale Agreement - Shade Covenant](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

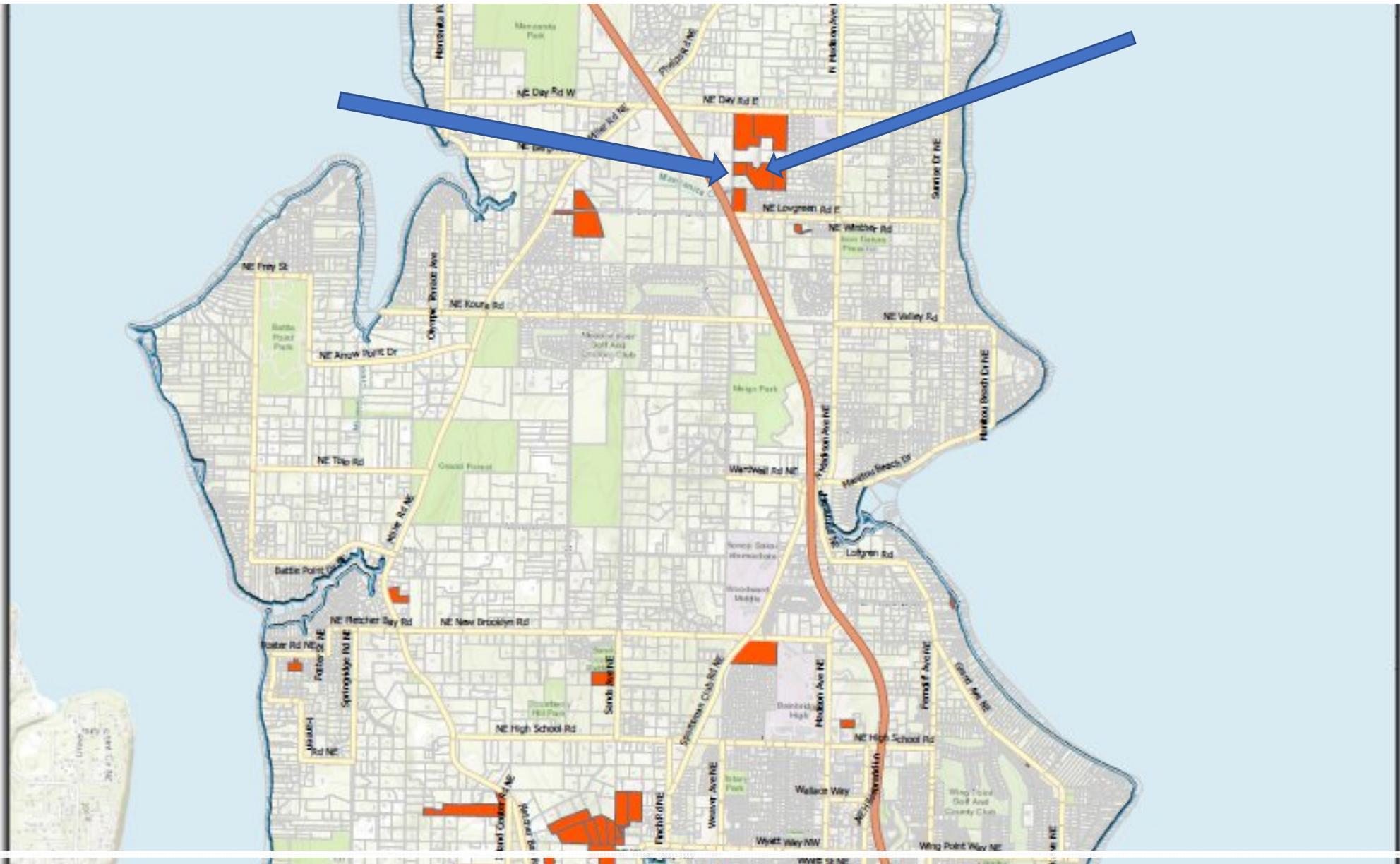
# Shade Covenant Discussion

June 14, 2022

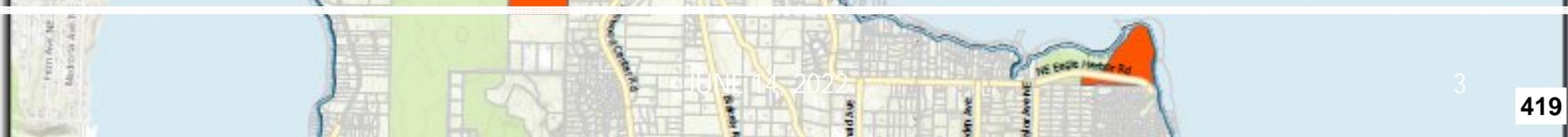
Ellen Schroer, Deputy City Manager

# Shade Covenant Agreement

- Part of 2004 Purchase and Sale Agreement
- Applies to City-owned and privately owned parcels
- Trees in 100' buffer area must be less than 30' tall
- Not enforced 2004 - 2018
- Compliance request in 2018
- Property owner request is to have work completed by  
October 20, 2022



Applies to two City-owned properties



# 2022 Actions

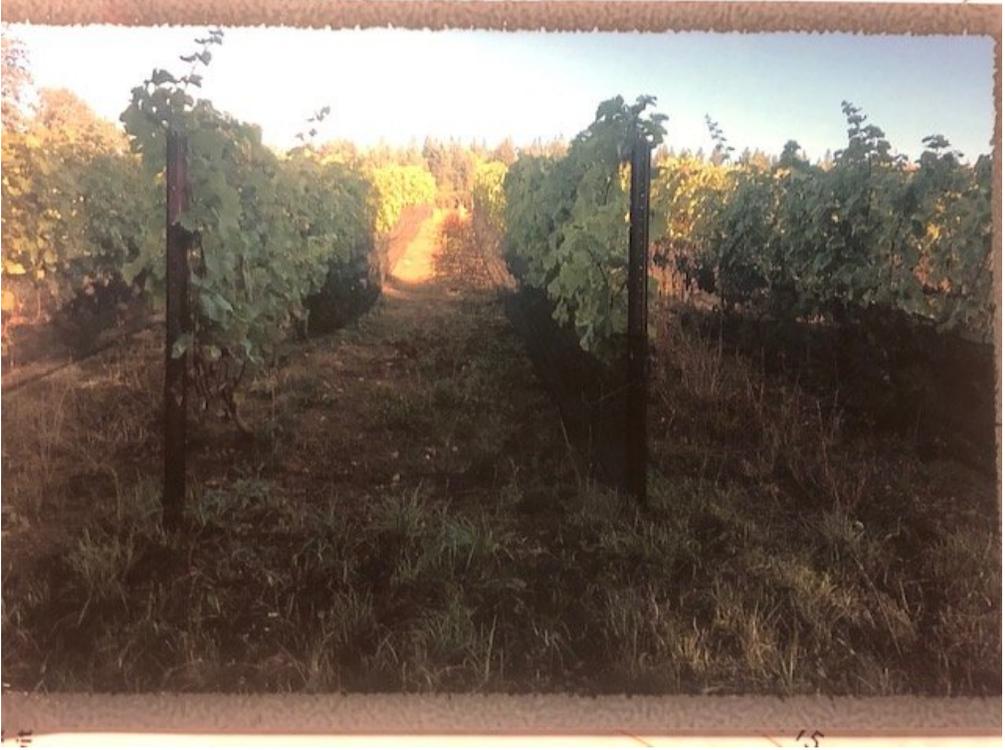
- Staff met with the property owners and property lessor
- Public Works staff engaged a consultant, Tree Solutions, Inc.
- Multiple on-site and in City Hall meetings
- Council introductory briefing
- Development of options and cost estimates
- Review of regulatory framework

# Next Steps

- Develop information needed for decision-making (staff)
  - Confirm cost estimates
  - Confirm full permitting requirements
  - Understand regulatory obligations for each parcel
- Provide update (staff)
- Provide direction (Council)
  - Ongoing communications (staff)

Shade Pattern Fall 2017

Photos submitted by Betsey Wittick





# Shade Pattern 2019

Photos submitted by Betsey Wittick





# Shade Pattern October 2021

Photos submitted by Betsey Wittick





**EXHIBIT H**  
**To**  
**Agricultural Property Purchase And Sale Agreement**  
**Shade Covenant**

AFTER RECORDING RETURN TO:

City Administrator  
City of Bainbridge Island, Washington  
280 Madison Avenue North  
Bainbridge Island, Washington 98110

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**DECLARATION OF MUTUAL SHADE COVENANT**

Grantor(s): Gerard Bentryn and Josephine A. Bentryn, husband and wife;

City of Bainbridge Island, Washington, a municipal corporation

Grantee(s): City of Bainbridge Island, Washington, a municipal corporation

Gerard Bentryn and Josephine A. Bentryn, husband and wife

Short Legal Description:

[Complete legal description on p. \_\_]

Assessor's Property Tax  
Parcel/Account Number(s):

Reference Number(s) of  
Documents Assigned  
or Released:

THIS DECLARATION OF MUTUAL SHADE COVENANT (this "Declaration") is made this \_\_\_ day of \_\_\_\_\_, 2004 by Gerard Bentryn and Josephine A. Bentryn, husband and wife (collectively, "Bentryn") for the benefit of the City of Bainbridge Island, Washington (the "City") and by the City of Bainbridge Island, Washington, for the benefit of Gerard Bentryn and Josephine A. Bentryn.

## R e c i t a l s

A. Bentryn is the owner of certain agricultural real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit A**, attached hereto and incorporated by this reference (respectively, the “Retained Property” and the “Residential Property”, and collectively called the “Bentryn Property”).

B. The City is the owner of and/or has an interest in certain agricultural real property located in Bainbridge Island, Kitsap County, Washington, as legally described on **Exhibit B**, attached hereto and incorporated by this reference (respectively, the “Agricultural Property”, the “Suyematsu Property”, the “Crawford Property” and the “M&E” Property, and collectively called the “City Property”).

C. The Bentryn Property and the City Property are immediately adjacent to each other, and certain activities conducted upon either of these properties have the potential to adversely impact the agricultural activities upon the other property.

D. The parties are mutually concerned about the impact that the shadows cast by trees and vegetation would have upon the agricultural activities of the other property. It is therefore their desire to establish a shade covenant for the benefit of their respective properties.

NOW THEREFORE, Bentryn declares for the benefit of the Agricultural Property and Suyematsu Property, and the City declares for the benefit of the Retained and Residential Property, that the parties’ respective properties are hereby made subject to, and shall be held, conveyed and occupied subject to the covenants, conditions, and restrictions set forth herein:

### 1. Shade Covenant.

1.1 Bentryn. Bentryn, for themselves and their successors, heirs and assigns, covenant and agree that Bentryn, at Bentryn’s sole cost and expense, shall reasonably maintain the Bentryn Property in such a manner as to prevent the creation of “shade shadows” upon the Agricultural and Suyematsu Properties which have the potential to impact the agricultural activities conducted upon the Agricultural and Suyematsu Properties, as such activities may be conducted from time to time by the City in the City’s sole discretion. In particular, Bentryn shall not permit trees and vegetation located within one hundred (100) feet of the northern boundary lines of the Retained and Residential Properties to grow higher than thirty (30) feet, without the express written consent of the City. The City’s failure to use the Agricultural and/or Suyematsu Property for agricultural purposes for any period of time shall not constitute a waiver of the covenants set forth herein.

1.2 City. The City, for itself and its successors, heirs and assigns, covenants and agrees that the City, at the City’s sole cost and expense, shall reasonably maintain the Crawford and/or M&E Properties in such a manner as to prevent the creation of “shade shadows” upon the Bentryn Property which have the potential to impact the agricultural

activities conducted upon the Bentryn Property, as such activities may be conducted from time to time by Bentryn in Bentryn's sole discretion. In particular, the City shall not permit trees and vegetation located within one hundred (100) feet of the northern boundary lines of the Crawford and M&E Properties to grow higher than thirty (30) feet, without the express written consent of Bentryn. Bentryn's failure to use the Bentryn Property for agricultural purposes for any period of time shall not constitute a waiver of the covenants set forth herein.

2. Standards Governing Covenant. Whether an alleged shade shadow "adversely impacts" the agricultural activities conducted upon the adjoining property shall be measured in accordance with general agricultural standards, taking into account the particular agricultural activities allegedly adversely impacted and the normal amount of sunlight generally accepted as necessary to produce the crop at issue. The covenants set forth herein are not intended to guarantee the *best* amount of sunlight available, but only that amount of sunlight that is reasonably necessary to conduct the agricultural activities upon the respective properties.

3. Notice of Violation/Good Faith Negotiations. If either party in good faith believes that the other party is in violation of the covenants and conditions set forth in this Declaration, that party (the "Complainant") shall deliver to the other party (the "Recipient") written notice of the alleged violation, which notice shall include a description of the alleged violation and a proposed course of action for curing such alleged violation. If the Recipient concurs with the notice, the Recipient shall notify the Complainant of such within 15 days of delivery of the notice and thereafter shall in good faith take such reasonable measures to cure the identified violation to the reasonable satisfaction of the Complainant as soon as reasonably practical and possible. If the Recipient disputes the violation or otherwise disagrees with the cure proposed by the Complainant, the Recipient shall notify the Complainant in writing of such dispute within 15 days of the delivery of the notice. Within a reasonable time after the Recipient's delivery of the notice of dispute, the parties shall meet and shall in good faith endeavor to negotiate a resolution to the issues raised by the Complainant's notice. If, within 45 days following the Complainant's delivery to the Recipient of the notice of violation, the parties have not reached a resolution of the issues identified by the Complainant, the Complainant may pursue any remedies available to Claimant at law or in equity.

4. Governing Law: This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Washington. Venue for any dispute arising hereunder shall be Kitsap County, Washington.

5. Attorney's Fees: In the event that any party brings suit or other proceeding with respect to the subject matter or enforcement of this Declaration, the substantially prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorney's fees, expenses and costs as actually incurred as a result of such litigation or proceeding (including without limitation, court costs, expert witness fees, costs and expenses of litigation, and any and all attorney's fees, costs and expenses incurred in such suit or proceeding).

6. No Waiver: No waiver of any of the provisions of this Declaration shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7. Invalidity of Provision: If any provision or provisions of this Declaration or of any amendment hereto shall be held by a court of competent jurisdiction to be invalid, void or illegal, the remaining provisions hereof shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

8. Complete Declaration: This Declaration, together with any Exhibits and any other documents necessary to effectuate the terms of this Declaration, contains all of the terms and conditions of the restrictions and covenants described herein and supercedes all prior declarations or agreements relating to the subject matter hereof.

9. Time. Time is of the essence with respect to the performance of each of the provisions, covenants and agreements contained in this Declaration.

IN WITNESS WHEREOF, the Declarants have executed this Declaration as of the date first written above.

**DECLARANT:**

**Gerard and Josephine A. Bentryn,**  
husband and wife:

\_\_\_\_\_  
Gerard Bentryn

\_\_\_\_\_  
Josephine A. Bentryn

**City of Bainbridge Island, Washington,**  
a municipal corporation:

By: \_\_\_\_\_  
Its: Mayor

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Gerard Bentryn and Josephine A. Bentryn are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KITSAP )

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

DATED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**Exhibit A**  
**To**  
**Mutual Shade Covenant**

**Legal Description of Bentryn Property**

Residential Property

Resultant Parcel B of the Suyematsu/Bentryn Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 200110240152 and situate in the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Subject to and together with easements, restrictions and reservations of record.

Retained Property

The South one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

ALSO that portion of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10, described as follows:

Beginning at the Southeast corner of said subdivision;  
Thence along the East line thereof, North 01°13'08" East 99.59 feet;  
Thence North 88°06'22" West 316.58 feet;  
Thence South 03°05'49" West 99.60 feet to the South line of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10;  
Thence along said South line, South 88°06'22" East 319.85 feet to the Point of Beginning.

ALSO that portion of the Southwest quarter of the Northeast quarter of said Section 10, described as follows:

Beginning at the Northwest corner of said subdivision;  
Thence along the North line thereof, South 88°03'59" East 473.56 feet to the True Point of Beginning;  
Thence continuing South 88°03'59" East 251.12 feet;  
Thence leaving said North line, South 29°45'55" West 174.76 feet;  
Thence North 72°18'47" West 159.83 feet;  
Thence North 06°06'27" East 112.26 feet to the True Point of Beginning.

Subject to and together with easements, restrictions and reservations of record.

**Exhibit B  
To  
Mutual Shade Covenant**

**Legal Description of City Property**

Agricultural Property

Parcel 1

The Northwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

EXCEPT the East 171.86 feet of said subdivision.

EXCEPT the North 20.00 feet conveyed for right of way under Kitsap County Auditor's File No. 224033.

Subject to and together with easements, restrictions and reservations of record.

Parcel 2

The North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

EXCEPT that portion of said subdivision described as follows:

Beginning at the Southeast corner of said subdivision;

Thence along the East line thereof, North 01°13'08" East 99.59 feet;

Thence North 88°06'22" West 316.58 feet;

Thence South 03°05'49" West 99.60 feet to the South line of the North one-half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 10;

Thence along said South line, South 88°06'22" East 319.85 feet to the Point of Beginning.

Subject to and together with easements, restrictions and reservations of record.

Suyematsu Property

Resultant Parcel A of the Suyematsu/Bentryn Boundary Line Adjustment recorded under Kitsap County Auditor's File No. 200110240152 and situate in the Northwest quarter of the Northeast

quarter of Section 10, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington.

Subject to and Together with easements, restrictions and reservations of record.

Crawford Property

Lot A of Short Plat No. 4670 recorded under Auditor's File No. 8803240085, being a portion of the Southwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

M&E Property

The West half of the East half of the North half of the Southwest quarter of the Northeast quarter; and the East half of the West half of the North half of the Southwest quarter of the Northeast quarter;

EXCEPT the following described tracts:

Parcel A:

That portion of the Southwest quarter of the Northeast quarter of Section 10, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at a point on the North line of said subdivision which is South 88°05'05" East 473.56 feet from the Northwest corner thereof; thence South 6°07'33" East 112.26 feet; thence South 72°19'53" East 159.83 feet; thence North 29°44'49" East 174.76 feet to the North line of said subdivision; thence North 88°05'05" West 251.12 feet to the Point of Beginning.

Parcel B:

Beginning at a point 300 feet South of the Northwest corner of said East half of the West half of the North half of the Southwest quarter of the Northeast quarter; thence South 360 feet, more or less, to the Southwest corner thereof; thence East 270 feet; thence in a Northeasterly direction to the Point of Beginning; all in Section 10, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across the Southwesterly 20 feet of the above excepted Parcel A.

Situate in Kitsap County, Washington.

SUBJECT TO that Easement reserved unto Akio Suyematsu, his heirs, successors and assigns, in that Statutory Warranty Deed dated March 28, 1986 and recorded under Kitsap County Recording No. 8604040097, for ingress, egress and utilities over, under and across the East 10 feet of the herein described property for the benefit of Akio Suyematsu's adjacent property, being the Northwest Quarter of the Northeast Quarter of Section 10, Township 24 North, Range 2 East.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 10 Minutes

**AGENDA ITEM:** (8:10 PM) Approve Participation in National Community Survey and Consider Survey Questions - Executive,

**SUMMARY:** The National Community Survey (NCS) provides the City of Bainbridge Island with a statistically-valid survey approach to reaching out to the community. A survey such as this one is a way to measure community input and receive feedback about the City's performance. The NCS is a benchmarking survey, with a set of standard questions administered across the country. Each participating city may choose to eliminate questions or add custom questions.

The Council will review the standard questions and determine if drafted custom questions should be added.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to direct the City Manager to proceed with the National Community Survey using the questions as approved.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	\$20,950
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	\$20,950
<b>Included in Current Budget?</b>	Yes

**BACKGROUND:** The City has contracted for a statistically-valid community survey. This survey allows the City to gather information to determine if we are achieving our goals as a City and determine the community's satisfaction with our current levels of service in various areas. The survey instrument contains a set of standard questions asked to all cities, unless the particular participating city chooses to eliminate a question. There is also the option to add three to five custom questions. The number of custom questions depends on the preference of the city and the length of the question.

Staff is providing the standard questions for the Council to review. Questions may be eliminated. The City has not chosen to eliminate any questions in the past.

Staff is also providing custom questions for Council consideration. These questions, as currently drafted, have been reviewed and edited for clarity by the vendor. The Council may choose to approve all or only a few of these questions. The City may be able to include up to five custom questions.

The Adopted Budget includes funding for a community survey. The City of Bainbridge Island periodically conducts a statistically-valid survey of residents to evaluate quality of life, community opinions about the public services provided in the community, and local government programs and services. The National Community Survey (NCS) is a survey used across the country, and is endorsed by the International City Managers Association (ICMA). As a survey completed across the country, it offers the City the opportunity to benchmark its performance and the opinions of residents against similar communities nationwide. This survey is an affordable option compared to custom scientifically valid surveys.

In 2013, the City participated for the first time in this survey, known at that time as the National Citizen Survey. The results provided information on community opinion and allowed a comparison of the City's own results compared to results from over 500 other jurisdictions across the United States. The 2013 National Citizen Survey (NCS) launch was followed with additional surveys in 2014, 2015, and 2017.

The NCS focuses on 10 key facets of community livability:

- Economy
- Mobility
- Community Design
- Natural Environment
- Safety
- Utilities
- Parks and Recreation
- Health and Wellness
- Education, Arts and Culture
- Inclusivity and Engagement

The survey instrument is a document mailed to households selected randomly. Based upon response rates developed and refined over time, the survey has a high confidence level that the sample represents the population as a whole.

**ATTACHMENTS:**

[The NCS Instrument 2022 - Standard Questions](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

# The City of Bainbridge Island 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

## 1. Please rate each of the following aspects of quality of life in Bainbridge Island.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Bainbridge Island as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live .....	1	2	3	4	5
Bainbridge Island as a place to raise children.....	1	2	3	4	5
Bainbridge Island as a place to work.....	1	2	3	4	5
Bainbridge Island as a place to visit.....	1	2	3	4	5
Bainbridge Island as a place to retire.....	1	2	3	4	5
The overall quality of life in Bainbridge Island.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

## 2. Please rate each of the following characteristics as they relate to Bainbridge Island as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Bainbridge Island .....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Bainbridge Island .....	1	2	3	4	5
Overall design or layout of Bainbridge Island's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4	5
Overall quality of the utility infrastructure in Bainbridge Island (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Bainbridge Island.....	1	2	3	4	5
Overall quality of natural environment in Bainbridge Island.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Bainbridge Island.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community .....	1	2	3	4	5

## 3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Bainbridge Island to someone who asks.....	1	2	3	4	5
Remain in Bainbridge Island for the next five years.....	1	2	3	4	5

## 4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Bainbridge Island's downtown/commercial area during the day .....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster .....	1	2	3	4	5	6

## 5. Please rate the job you feel the Bainbridge Island community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome .....	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

## 6. Please rate each of the following in the Bainbridge Island community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Bainbridge Island .....	1	2	3	4	5
Variety of business and service establishments in Bainbridge Island.....	1	2	3	4	5
Vibrancy of downtown/commercial area .....	1	2	3	4	5
Employment opportunities .....	1	2	3	4	5
Shopping opportunities .....	1	2	3	4	5
Cost of living in Bainbridge Island.....	1	2	3	4	5
Overall image or reputation of Bainbridge Island .....	1	2	3	4	5

**7. Please also rate each of the following in the Bainbridge Island community.**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Bainbridge Island.....	1	2	3	4	5
Ease of travel by public transportation in Bainbridge Island.....	1	2	3	4	5
Ease of travel by bicycle in Bainbridge Island.....	1	2	3	4	5
Ease of walking in Bainbridge Island.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Bainbridge Island.....	1	2	3	4	5
Overall appearance of Bainbridge Island.....	1	2	3	4	5
Cleanliness of Bainbridge Island.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.).....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)... ..	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Bainbridge Island.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

**8. Please indicate whether or not you have done each of the following in the last 12 months.**

	<u>No</u>	<u>Yes</u>
Contacted the City of Bainbridge Island (in-person, phone, email, or web) for help or information.....	1	2
Contacted Bainbridge Island elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.).....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Bainbridge Island.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election.....	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

# The City of Bainbridge Island 2022 Community Survey

## 9. Please rate the quality of each of the following services in Bainbridge Island.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts).....	1	2	3	4	5
Bainbridge Island open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Bainbridge Island employees (police, receptionists, planners, etc.).....	1	2	3	4	5

## 10. Please rate the following categories of Bainbridge Island government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Bainbridge Island.....	1	2	3	4	5
The overall direction that Bainbridge Island is taking.....	1	2	3	4	5
The job Bainbridge Island government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Bainbridge Island government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

**11. Overall, how would you rate the quality of the services provided by each of the following?**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Bainbridge Island .....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

**12. Please rate how important, if at all, you think it is for the Bainbridge Island community to focus on each of the following in the coming two years.**

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Bainbridge Island .....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Bainbridge Island .....	1	2	3	4
Overall design or layout of Bainbridge Island's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4
Overall quality of the utility infrastructure in Bainbridge Island (water, sewer, storm water, electric/gas, broadband) .....	1	2	3	4
Overall feeling of safety in Bainbridge Island.....	1	2	3	4
Overall quality of natural environment in Bainbridge Island.....	1	2	3	4
Overall quality of parks and recreation opportunities .....	1	2	3	4
Overall health and wellness opportunities in Bainbridge Island.....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community .....	1	2	3	4

# The City of Bainbridge Island 2022 Community Survey

Our last questions are about you and your household.  
Again, all of your responses to this survey are confidential and no identifying information will be shared.

**D1. In general, how many times do you:**

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer .....	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc. ....	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online .....	1	2	3	4	5	6

**D2. Please rate your overall health.**

- Excellent    
  Very good    
  Good    
  Fair    
  Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?**

**Do you think the impact will be:**

- Very positive    
  Somewhat positive    
  Neutral    
  Somewhat negative    
  Very negative

**D4. How many years have you lived in Bainbridge Island?**

- Less than 2 years  
 2-5 years  
 6-10 years  
 11-20 years  
 More than 20 years

**D5. Which best describes the building you live in?**

- One family house detached from any other houses  
 Building with two or more homes (duplex, townhome, apartment, or condominium)  
 Mobile home  
 Other

**D6. Do you rent or own your home?**

- Rent  
 Own

**D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?**

- Less than \$500      \$2,000 to \$2,499  
 \$500 to \$999      \$2,500 to \$2,999  
 \$1,000 to \$1,499      \$3,000 to \$3,499  
 \$1,500 to \$1,999      \$3,500 or more

**D8. Do any children 17 or under live in your household?**

- No      Yes

**D9. Are you or any other members of your household aged 65 or older?**

- No      Yes

**D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000      \$75,000 to \$99,999  
 \$25,000 to \$49,999      \$100,000 to \$149,999  
 \$50,000 to \$74,999      \$150,000 or more

**D11. Are you Spanish, Hispanic or Latino?**

- No, not Spanish, Hispanic, or Latino  
 Yes, I consider myself to be Spanish, Hispanic, or Latino

**D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

- American Indian or Alaskan Native  
 Asian, Asian Indian, or Pacific Islander  
 Black or African American  
 White  
 Other

**D13. In which category is your age?**

- 18-24 years      55-64 years  
 25-34 years      65-74 years  
 35-44 years      75 years or older  
 45-54 years

**D14. What is your gender?**

- Female  
 Male  
 Identify in another way

**Thank you!** Please return the completed survey in the postage-paid envelope to:  
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

# National Community Survey Custom Questions

City of Bainbridge Island, WA

## **The City of Bainbridge Island 2022 Community Survey**

**13. The City of Bainbridge Island has adopted a Sustainable Transportation Plan which seeks to improve mobility and safety for the community while maintaining neighborhood characteristics and reducing carbon emissions. How much, if at all, would you be willing to pay in additional property taxes to support implementation of this plan and invest in the city’s public transit, sidewalks, and bike paths and trails?**

**You can learn more about the Sustainable Transportation Plan here:**

<https://www.bainbridgewa.gov/1155/Sustainable-Transportation-Planning-Stud>

- Nothing/no additional expense
- About \$110 per year for 20 years (would support \$16 million in projects, at current assumptions)
- About \$150 per year for 20 years (would support \$20 million in projects, at current assumptions)
- About \$190 per year for 20 years (would support \$28 million in projects, at current assumptions)

**14. The City has been asked to consider more actively regulating short-term vacation rentals, such as Air BnB or VRBO (e.g., more outreach and compliance efforts related to on-island short-term rentals). Please indicate how much you would support or oppose the regulation of short-term vacation rentals on Bainbridge Island.**

- Strongly support
- Somewhat support
- Somewhat oppose
- Strongly oppose
- Don’t know

**15. As the city grows, where should most future development and population growth be concentrated within Bainbridge Island?**

- Downtown/Winslow
- Dispersed around the island
- In designated Neighborhood Service Centers
- In Downtown/Winslow and designated Neighborhood Service Centers
- Don’t know/No preference

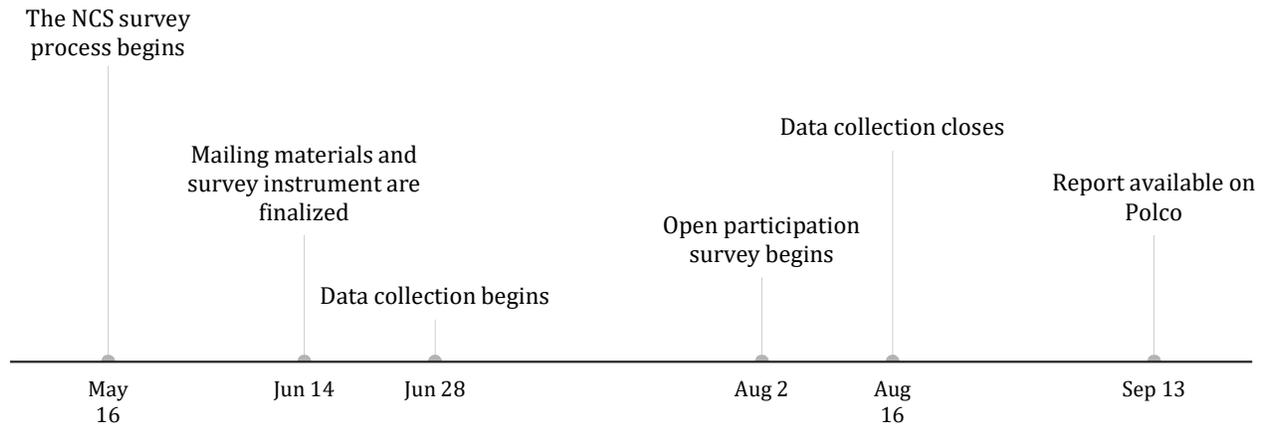
**16. Please indicate how much you support or oppose efforts to build City-owned affordable housing in each of the following locations. (1=strongly support, 5 = strongly oppose)**

- Current Police Station site at Winslow Way and Highway 305.....1 2 3 4 5
- Addition to Bainbridge Island Senior Community Center for senior affordable housing .....1 2 3 4 5
- Suzuki Property .....1 2 3 4 5
- Oppose building any City-owned affordable housing .....1 2 3 4 5

**17. With which statement do you most agree? The City’s approach to code enforcement (regarding land use, parking and business licenses, etc.) should:**

- Be more proactive and compliance-driven, focusing on patrols to identify code violations
- Be more reactive and complaint-driven, responding to resident complaints and providing education
- Don’t know

## Timeline for The National Community Survey™



Item	Date
<b>Preparing for the Survey</b>	
Program Manager sends The NCS instrument for review	May 16
Send Program Manager drafts of <b>optional</b> custom questions to add to the survey	May 23
Mailing materials and survey instrument are finalized	Jun 14
Program Manager generates sample of representative households in your community	Jun 13
Polco prints materials, prepare mailings and sets up the survey online	Jun 13 to Jun 28
<b>Conducting the Survey</b>	
Data collection is open for The NCS - track response on Polco!	Jun 28 to Aug 16
Invitation postcards sent	Jun 28
Wave 1 survey invitations with paper survey sent	Jul 5
Open participation survey begins (Program Manager will provide link)	Aug 2
Data collection closes for the random sample survey and open participation survey	Aug 16
Send Program Manager final count of returned postcards	Aug 16
Survey analysis and report writing	Aug 16 to Sep 13
Program Manager provides link to report on Polco	Sep 13
<b>After the Survey</b>	
After your community has completed The NCS, stay engaged with your community members by posting additional surveys and polls on Polco!	



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 15 Minutes

**AGENDA ITEM:** (8:20 PM) Review Baseline Budget with Key Assumptions - Finance,

**SUMMARY:** This agenda item is part of an ongoing series of discussions regarding the 2023-2024 Biennial Budget currently planned for final adoption in November. This discussion will focus on the 2023-2024 baseline budget which is comprised of all operating (non-capital) revenue and expenses at existing service and staffing levels. Staff will recap the adopted key economic conditions and drivers previously presented at the April 12th meeting and present a draft of the 10-year financial capacity charts for discussion and planning purposes.

**AGENDA CATEGORY:** Presentation

**PROPOSED BY:** Finance & Administrative Services

**RECOMMENDED MOTION:** Discussion.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:** This agenda item is part of a series of ongoing Budget discussions that will take place throughout 2022 in the development of the 2023-2024 biennial budget planned for adoption in November. On April 12, 2022, staff discussed with the City Council the key economic conditions and drivers affecting the development of the 2023-2024 Adopted Budget. The Council then approved a motion to concur with these assumptions. Also on April 12, the Council adopted several resolutions revising the City Financial and Budget Policies. On May 24, 2022, the Council approved the adoption of Resolution No. 2022-19 relating to maintaining the \$30 Transportation Benefit Fund vehicle license fee that is now part of the revised assumptions presented for the baseline budget discussion for this agenda item.

To recap the April 12 discussion, key economic drivers affecting the upcoming budget include:

- \* Ongoing impacts due to COVID-19, inflation, supply chain disruptions, and federal stimulus programs 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 indexes certain fees, permits, and service charges to the Seattle area Consumer Price Index (CPI). This will affect revenues collected in the building and development as well as the utility funds.
- \* Current estimates for labor and benefit expenses include a 8% increase in 2023 and a 7% in 2024.

The City has historically embraced a commitment to sustainable and forward-looking financial management. As part of that commitment, the City's financial policies require staff to report to the Council a ten-year financial capacity analysis to help assess whether the City's current spending plans allow appropriate capacity for future plans and changes. This analysis requires that staff provide the Council with reasonable assumptions to measure recurring revenues against recurring expenses to determine if expenditures are lower than recurring revenues over a 10-year period.

The significance of the results of the planning tool is most meaningful in future years. While there may be capacity to take up increased spending within the 2023-2024 biennium, to do so may further reduce the time horizon until additional future reductions might be needed and could limit the City's capacity in the future. Alternatively, the 2023-2024 biennium could be structured with even less spending than shown in the baseline budget in order to achieve a 10-year threshold for sustainability. However, this would likely require a reduction in the current baseline level of service during a time of higher expected service levels from Island residents.

It is difficult to predict economic conditions over a 10-year time line. Near term budget projections are more accurate but difficult as well. For example, the Federal Open Market Committee (FOMC) of the Federal Reserve Board predicted in January 14, 2021 that inflation would be maintained at two percent, (2020 Statement on Longer-Run Goals and Monetary Policy Strategy) One can see that this projection was not sustained for a year. There is significant value in projecting future financial conditions. The City wishes to be predictable, reliable, and sustainable. However, the city must remain nimble as well. The presentation of the baseline budget assumptions along with the capacity charts is intended to assist the Council's discussion in balancing the level of current discretionary spending against the need to preserve financial capacity for future plans and decisions.

Budget adjustments can be achieved through reduction in spending, revenue enhancements, or identifying trade-offs within existing spending, or a combination of these budget tools.

**ATTACHMENTS:**

[Presentation Baseline Budget for CC.pdf](#)

[Key Assumptions Memo.docx](#)

**FISCAL DETAILS:** N/A

**Fund Name(s):**

**Coding:**



CITY OF  
BAINBRIDGE ISLAND

# Baseline Budget 2023-24 Biennial Budget

June 14, 2022

# Agenda

- Introduction
- Budget Calendar
- Baseline Budget defined
- Key Issues & Revenue/Expense assumptions
- 10-year Capacity Charts

# Budget Calendar 2022

## 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

# What is in a Baseline Budget?

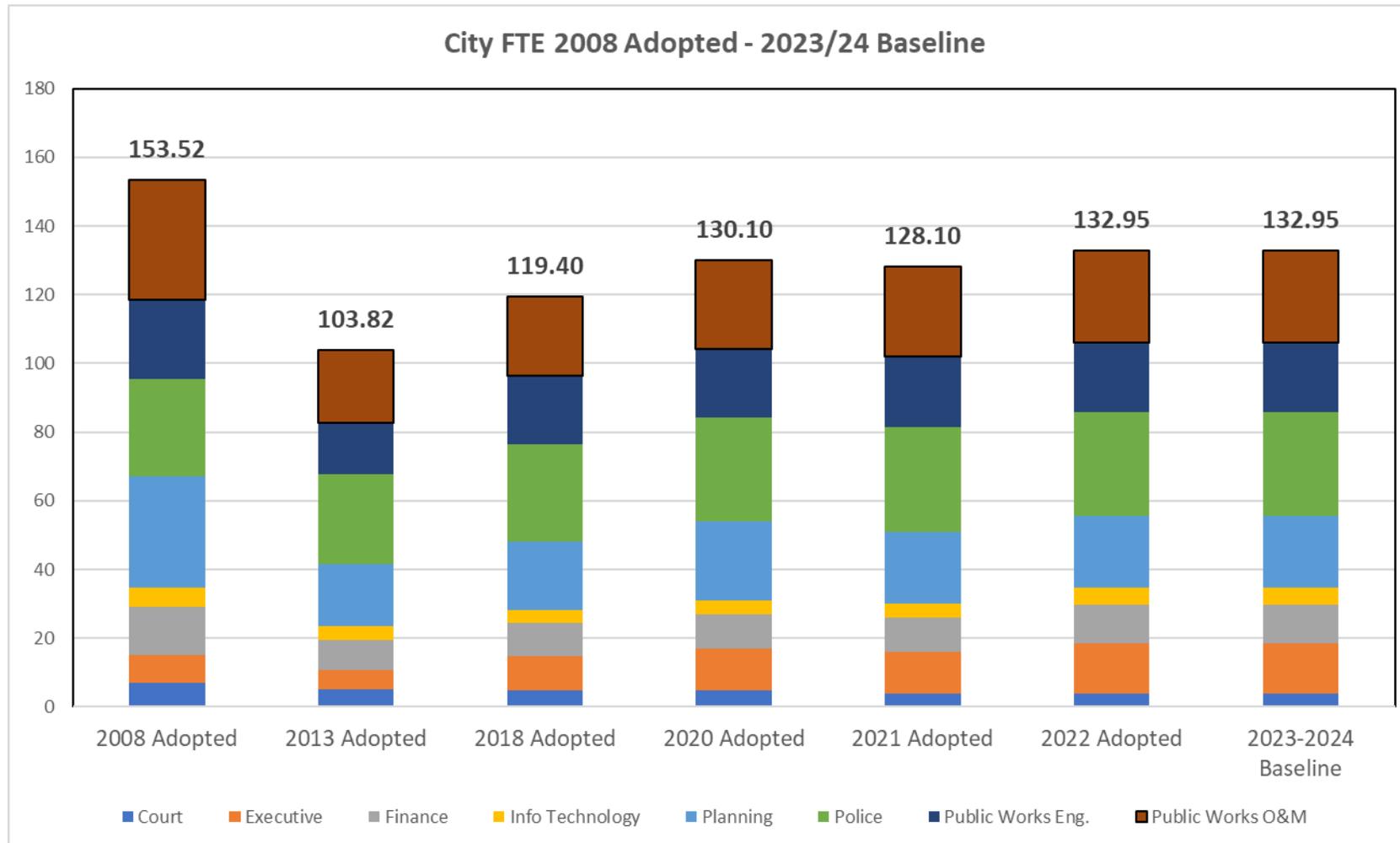
## ■ Includes

- Recurring revenues expected to continue year-to-year
- Recurring expenses expected to continue year-to-year
- Current Personnel at Existing Service levels
- Assumes 10% vacancy rate in 2023-2024 and 5% in outyears
- Other expenses forecasted using historical spending

## ■ Excludes

- One-Time Expenses (e.g. Capital Projects)
- One-Time Revenues (e.g. Grants)
- Transfers

# Current and Historical Staffing Levels

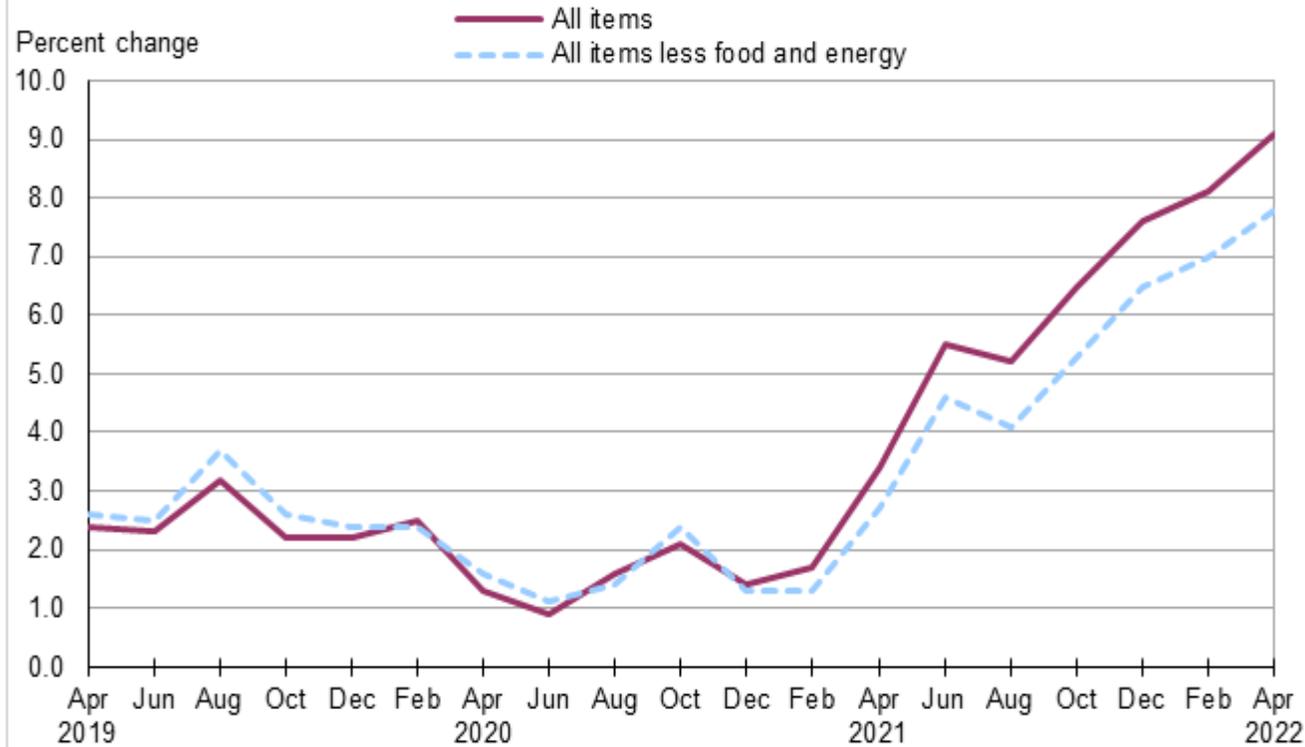


# Key Issues Affecting Budget

- Inflation
- Open labor contracts – Police and Most Staff
- Supply Chain Issues
- Debt Service Interest on Future Borrowing will Increase
- Revenues growing at a slower pace than Expenses

# Key Issues Affecting Budget

**Chart 1. Over-the-year percent change in CPI-U, Seattle-Tacoma-Bellevue, WA, April 2019–April 2022**



Source: U.S. Bureau of Labor Statistics.

# 2023-2024 Operating Revenue Assumptions

- Property tax – 1% growth + new construction
- Sales tax – 8% growth in 2023 and 7% in 2024
- Utility tax
  - City utilities – Indexed to Consumer Price Index
  - Outside utilities – 2% in 2023 and 2024
- Real Estate Excise – 2% growth in 2023 and 2024

# Operating Revenue Assumptions (continued)

- Transportation Benefit Fund - \$30 car tabs renewed indefinitely
- Building and Development Services Fund – Indexed to Consumer Price Index
- Utility Charges for Service – Indexed to Consumer Price Index

## Operating Revenue Assumptions (continued)

- Streets Fund (commercial parking, gas) – 2% increase in 2023 and 2024
- Affordable housing - 8% growth in 2023 and 7% in 2024

# Operating Expense Assumptions

- Personnel costs – assumes 8% increase in 2023 and 7% in 2024
- Non-labor operating expenses – 8% increase in 2023 and 7% in 2024
- Road maintenance - Increase from \$650k to \$1M per year
- Facility Maintenance - Increase from \$350k to \$1M per year

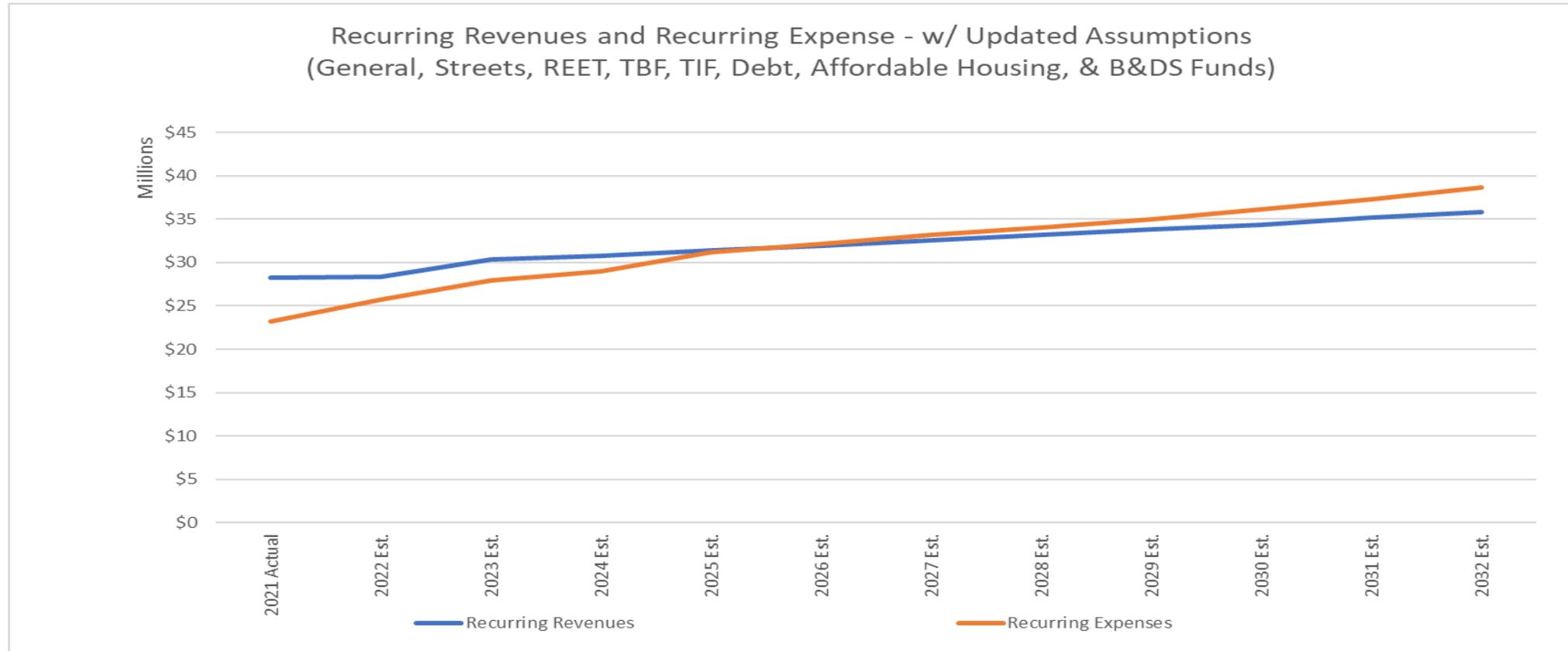
# 10-Year Capacity Planning Charts

- Included in City Financial Policies
- Forecasts current spending over 10-year period
- Agreed upon strategy for Long-Term Financial and Service Sustainability
- Tool to balance current discretionary spending vs. need to preserve financial capacity for future plans and decisions

# 10-Year Capacity Planning Charts

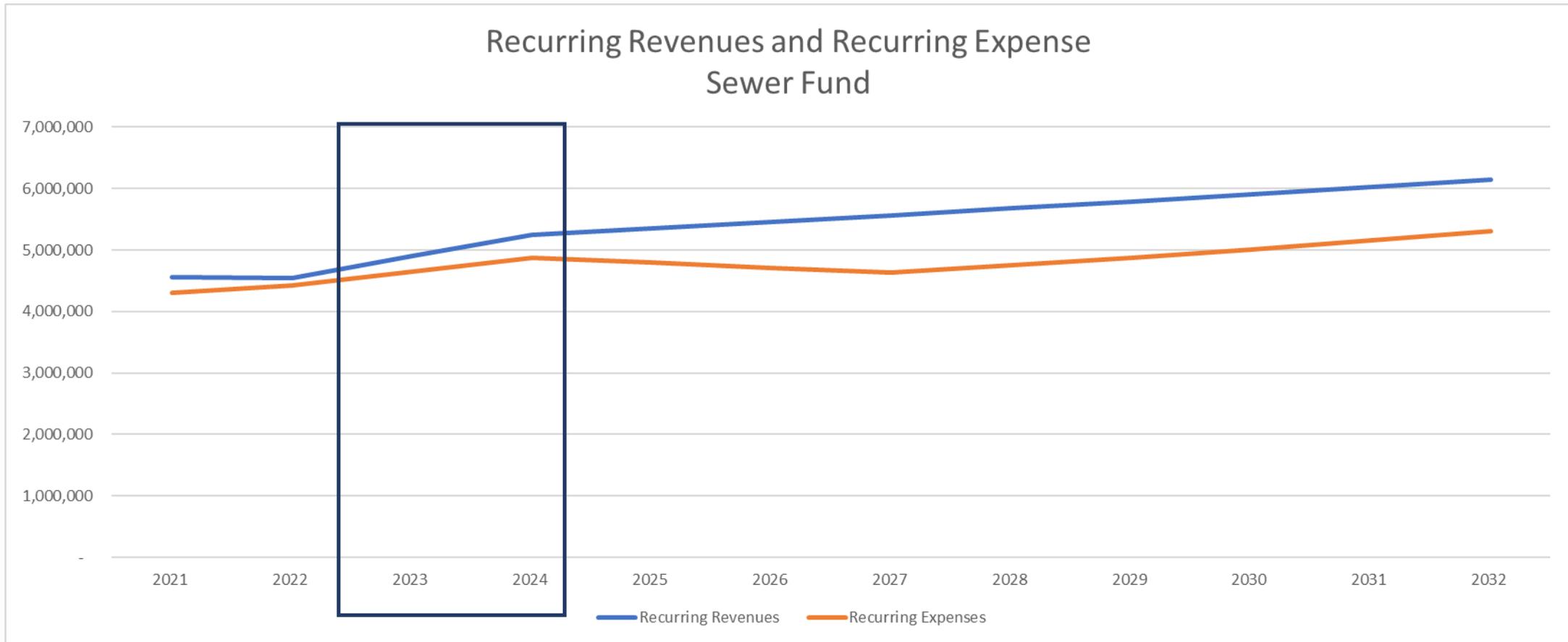
- Excludes 10-Year Fund Balance Charts
- Tax Supported Funds are combined
  - Special Revenue Fund Restrictions
- Utility Funds presented separately
- Water and Sewer charts exclude new debt

# 10-Year Financial Forecast – Tax Supported Baseline Budget



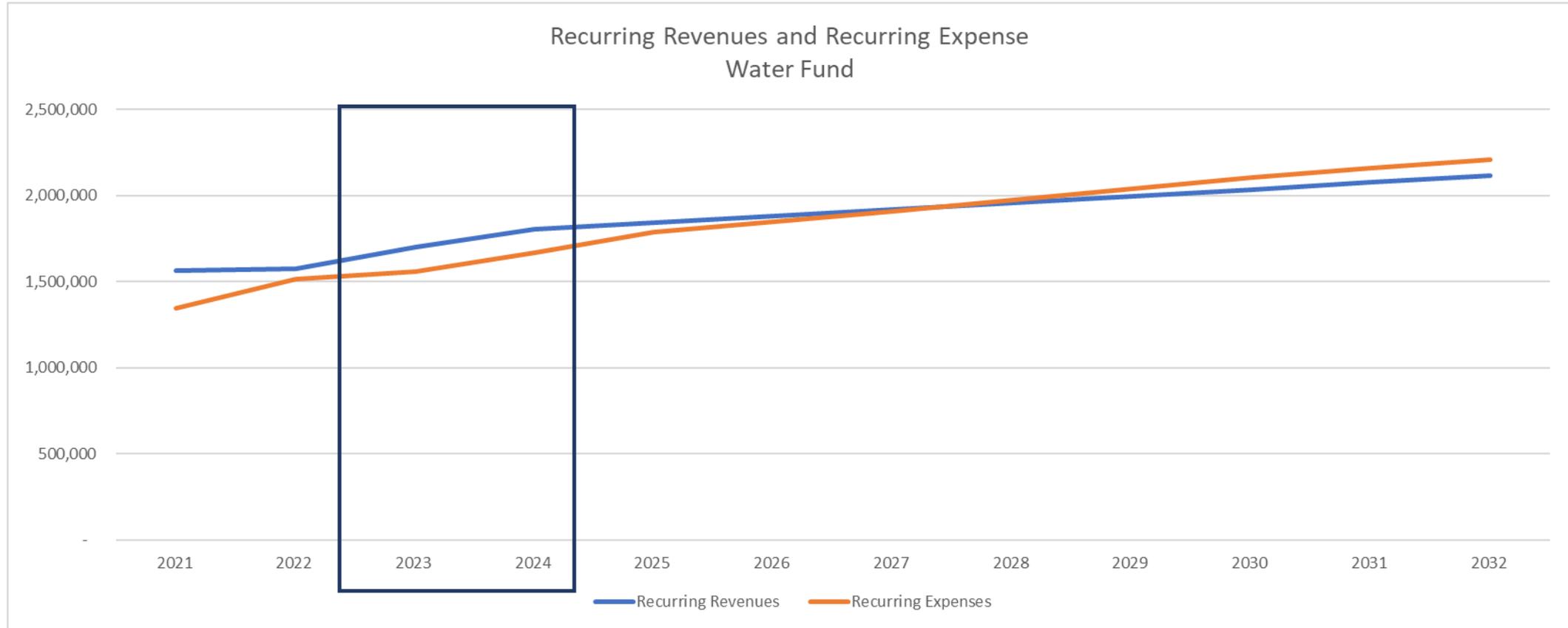
	2021 Actual	2022 Est.	2023 Est.	2024 Est.	2025 Est.	2026 Est.	2027 Est.	2028 Est.	2029 Est.	2030 Est.	2031 Est.	2032 Est.
Recurring Revenues	28,253,000	28,342,000	30,356,000	30,798,000	31,392,000	31,979,000	32,571,000	33,175,000	33,786,000	34,401,000	35,177,000	35,838,000
Recurring Expenses	23,201,000	25,735,000	27,899,000	28,993,000	31,149,000	32,137,000	33,187,000	33,995,000	34,977,000	36,141,000	37,346,000	38,616,000
	5,052,000	2,607,000	2,457,000	1,805,000	243,000	(158,000)	(616,000)	(820,000)	(1,191,000)	(1,740,000)	(2,169,000)	(2,778,000)

# 10-Year Financial Forecast – Sewer Baseline Budget



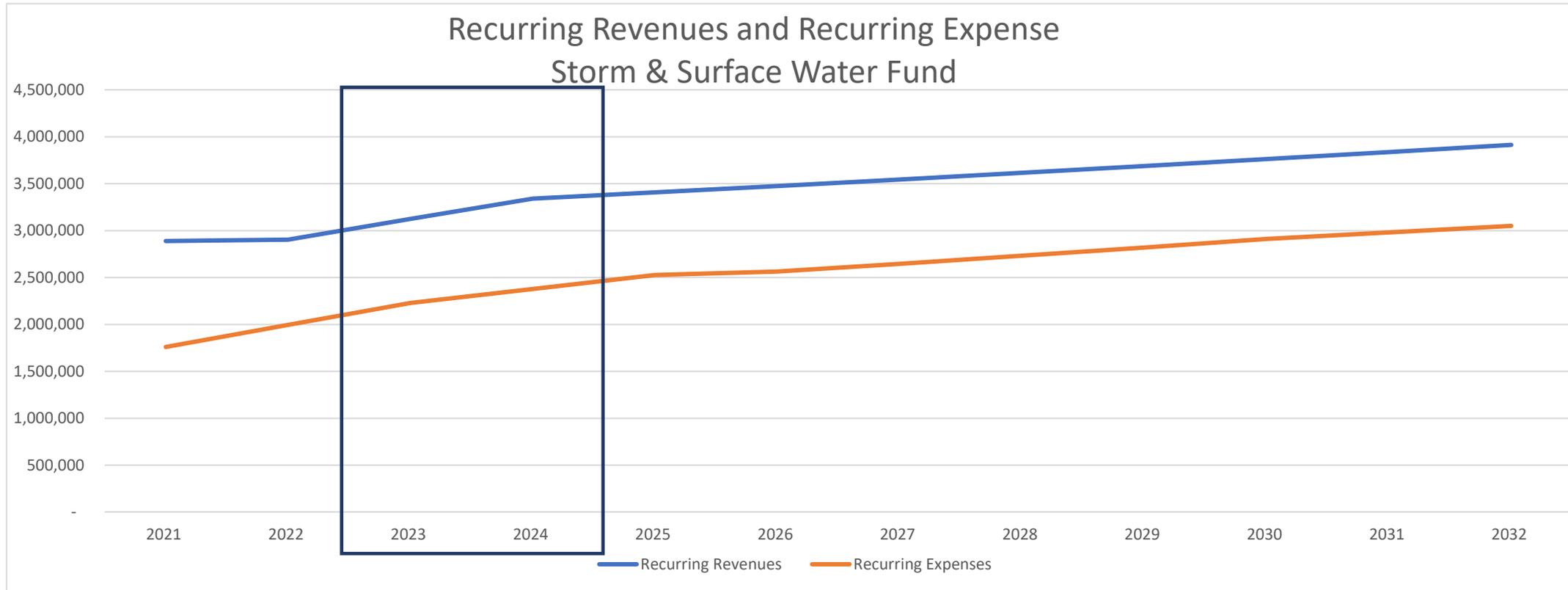
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Recurring Rev</b>	4,563,000	4,548,000	4,906,000	5,245,000	5,349,000	5,456,000	5,566,000	5,677,000	5,790,000	5,906,000	6,024,000	6,145,000
<b>Recurring Exp</b>	4,296,000	4,423,000	4,644,000	4,872,000	4,798,000	4,704,000	4,626,000	4,759,000	4,869,000	5,010,000	5,155,000	5,307,000
	267,000	125,000	262,000	373,000	551,000	752,000	940,000	918,000	921,000	896,000	869,000	838,000

# 10-Year Financial Forecast – Water Baseline Budget



	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Recurring Rev</b>	1,562,000	1,575,000	1,698,000	1,807,000	1,843,000	1,879,000	1,917,000	1,955,000	1,995,000	2,034,000	2,075,000	2,117,000
<b>Recurring Exp</b>	1,344,000	1,513,000	1,558,000	1,667,000	1,789,000	1,848,000	1,910,000	1,973,000	2,039,000	2,107,000	2,162,000	2,211,000
	218,000	62,000	140,000	140,000	54,000	31,000	7,000	(18,000)	(44,000)	(73,000)	(87,000)	(94,000)

# 10-Year Financial Forecast – Storm & Surface Water Baseline Budget



	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Recurring Rev</b>	2,889,000	2,905,000	3,125,000	3,341,000	3,407,000	3,475,000	3,545,000	3,616,000	3,688,000	3,762,000	3,837,000	3,914,000
<b>Recurring Exp</b>	1,759,000	1,995,000	2,228,000	2,377,000	2,527,000	2,565,000	2,647,000	2,732,000	2,820,000	2,911,000	2,980,000	3,051,000
	1,130,000	910,000	897,000	964,000	880,000	910,000	898,000	884,000	868,000	851,000	857,000	863,000



CITY OF  
BAINBRIDGE ISLAND

# Q&A

June 14, 2022



CITY OF  
BAINBRIDGE ISLAND

Finance and Administrative Services Department

Memorandum

Date: April 12, 2022 (Revised June 14, 2022)

To: City Council  
Blair King, City Manager

From: DeWayne Pitts, Finance Director

Subject: 2023-2024 Key Assumptions for Budget Development

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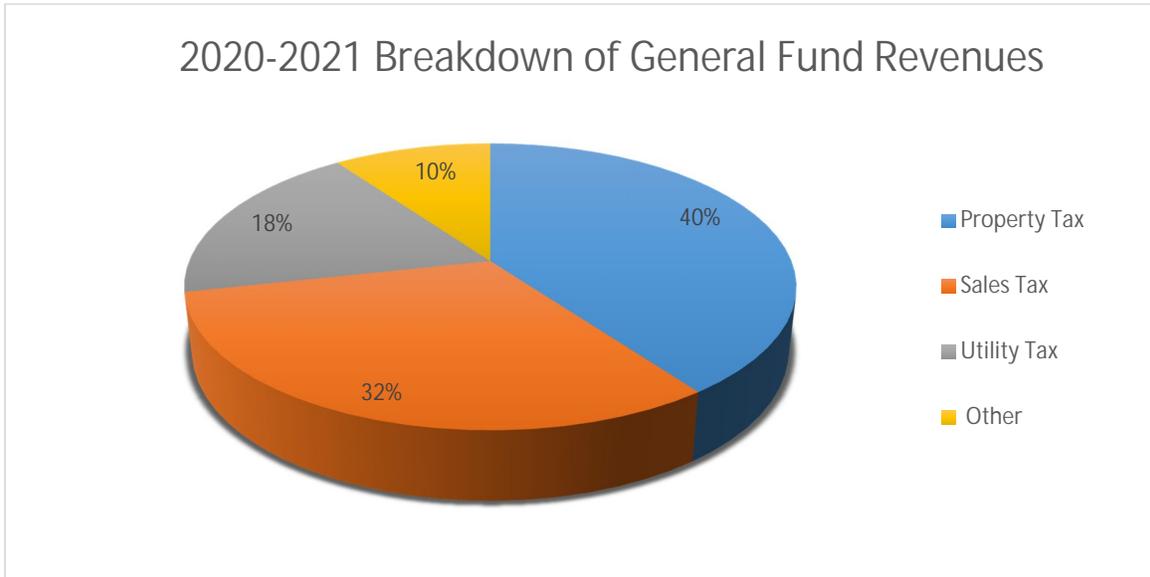
This memo provides background information regarding the City's primary revenue sources and recurring expenditures, as well as general assumptions for the upcoming biennium.

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.

<b>Revenue Assumptions</b>			
	<b>2021</b>		
<b>GENERAL FUND</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Property Tax	\$ 8,062,000	1.75%	1.75%
Sales and Use Tax	\$ 6,379,000	8.00%	7.00%
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	\$ 644,000	2.00%	-1.28%
Intergovernmental Revenue	\$ 773,000	2.00%	-7.94%
	<b>2021</b>		
<b>STREET FUND</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
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%
	<b>2021</b>		
<b>REET FUND</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Real Estate Excise Tax	\$ 4,224,000	2.00%	2.00%
	<b>2021</b>		
<b>AFFORDABLE HOUSING</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Housing & Related Service Sales Tax	\$ -	8.00%	7.00%
Affordable Housing Sales Tax Credit	\$ 47,000	8.00%	7.00%
	<b>2021</b>		
<b>TRANSPORTATION BENEFIT F</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Vehicle Fees	\$ 662,000	2.00%	2.00%
	<b>2021</b>		
<b>TRANSPORTATION IMPACT FI</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
TIF Revenue	\$ 155,000	2.00%	7.00%
	<b>2021</b>		
<b>BUILDING &amp; DEVELOPMENT</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Building Permits	\$ 620,000	26.00%	7.00%
Plan Checking Fees	\$ 341,000	5.00%	7.00%
Zoning, Subdivision & Other Fees	\$ 402,000	185.00%	7.00%
Engineering Fees (NEW)	\$ -	-	7.00%
	<b>2021</b>		
<b>WATER</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Water Charges	\$ 1,354,000	8.00%	7.00%
	<b>2021</b>		
<b>SEWER</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Sewer Charges	\$ 4,120,000	8.00%	7.00%
	<b>2021</b>		
<b>SSW M</b>	<b>Actuals</b>	<b>2023</b>	<b>2024</b>
Stormwater Management Charges	\$ 2,751,000	8.00%	7.00%

## 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%.

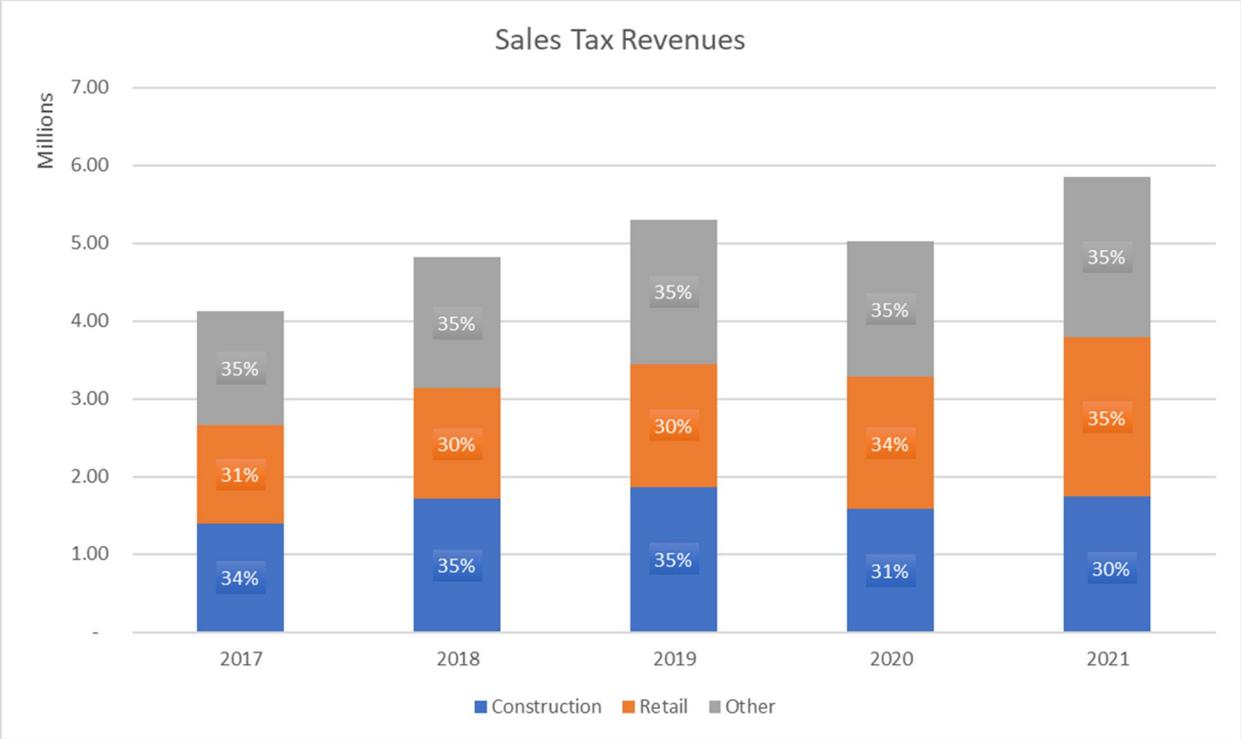
## Sales Tax

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 an 8% increase in sales and use tax over the 2022 Revised Budget, and in 2024 we assumed another 7% increase over 2023.

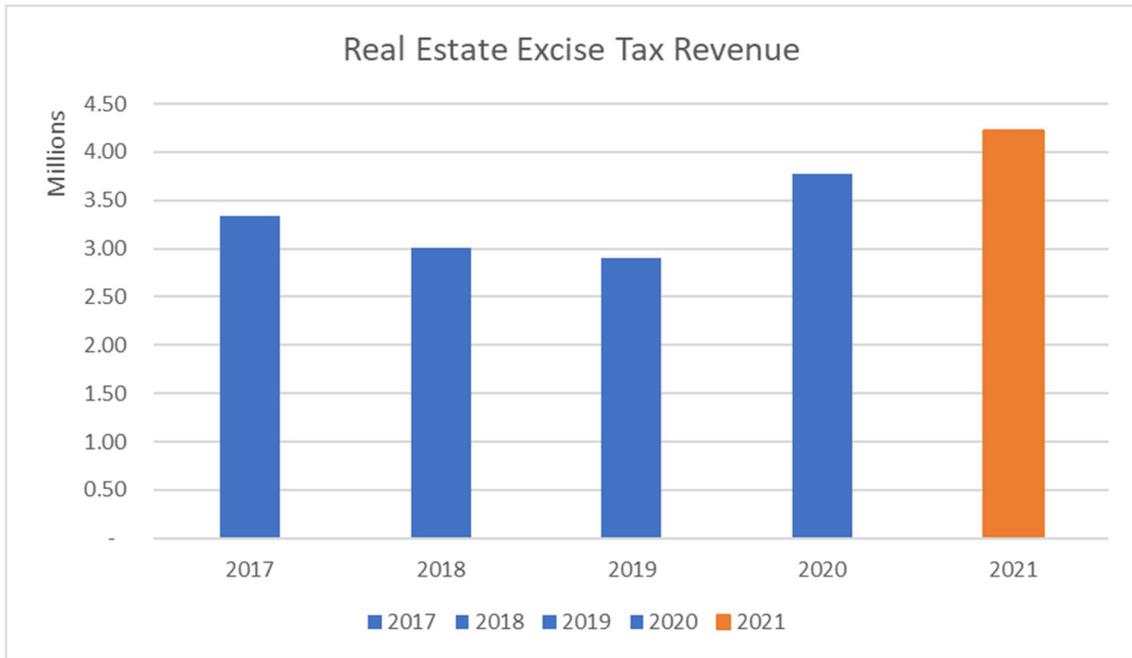
The following chart illustrates construction and retail sales tax revenues as a percentage of total sales tax collection over the last five years.



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. These assumptions will affect all City funds.

Expense Assumptions			
	2021 Actuals	2023	2024
<b>Salary</b>	\$ 11,919,000	8.00%	7.00%
<b>Benefits</b>	\$ 4,546,000	8.00%	7.00%
<b>Repair &amp; Maintenance</b>	\$ 1,620,000	8.00%	7.00%
<b>All Other Expenses</b>	\$ 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.

Based on Council discussion in early 2022, the baseline budget will assume an increase in annual road maintenance from \$650,000 per year to \$1 million per year. Additionally, facility maintenance is forecasted to increase from \$350,000 per year \$1 million. These costs were not increased in the outyear projections.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:35 PM) Confirm Recommended Appointments to the Climate Change Advisory Committee,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Climate Change Advisory Committee (CCAC). The member selection panel consisted of Mayor Deets, CCAC Liaison Hytopoulos, and Councilmember Moriwaki. The member selection panel recommends the appointments as shown in the suggested motion. Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes). The applications for all of the applicants who submitted a timely application for the positions under consideration are included with this agenda item.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to confirm the recommended appointment of Kevin Thomas to Position 2 of the Climate Change Advisory Committee to complete a term ending in June, 2024.

I move to confirm the recommended reappointment of Julie Matthews to Position 5 of the Climate Change Advisory Committee to a three year term ending in June, 2025.

I move to confirm the recommended reappointment of Jens Boemer to Position 6 of the Climate Change Advisory Committee to a three year term ending in June, 2025.

I move to confirm the recommended reappointment of Deborah Rudnick to Position 7 of the Climate Change Advisory Committee to a three year term ending in June, 2025.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Boemer \(Climate Change Advisory Committee\) - Redacted.pdf](#)

[Boenker \(Climate Change Advisory Committee\) - Redacted.pdf](#)

[Cronin \(Climate Change Advisory Committee\) - Redacted.pdf](#)

[Matthews \(Climate Change Advisory Committee\) - Redacted.pdf](#)

[Rudnick \(Climate Change Advisory Committee\) - Redacted.pdf](#)

[Thomas \(Climate Change Advisory Committee\) - Redacted.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**



Daytime Phone

---

Address

---

City Bainbridge Island, WA 98110, USA

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State WA

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Zip 98110

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Current Employer Electric Power Research Institute (EPRI)

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Current Position Technical Executive

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? Yes

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If yes, please indicate which group(s). Climate Change Advisory Committee (CCAC)

---

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I have served on the CCAC in Position 6 for the past term since 2019.

I am a Technical Executive in the Grid Operations and Planning group at the Electric Power Research Institute (EPRI). EPRI is a nonprofit corporation that conducts research and development relating to the generation, delivery, and use of electricity for the benefit of the public. I am leading EPRI's strategic research on integrated transmission & distribution planning and operations, including projects on the grid integration of renewable and distributed energy resources with a focus on power system stability issues. I have a unique skill set to balance power system aspects from a technical viewpoint with stakeholder interests to create practical solutions for the overall benefit of society. This enables me to support technical and regulatory decision making with solid technical foundation. I joined EPRI in November 2014 with 10 years of experience in technical and regulatory requirements that helped to facilitate the German "Energiewende" (energy transition). In 2013/2014 I studied at Delft University of Technology, The Netherlands, in the Intelligent Electrical Power Grids group of the Electrical Sustainable Energy department from where I obtained a Ph.D. degree in 2016. Until October 2012 I was Senior Consultant in the Power Systems and Markets Group at Ecofys in Berlin, Germany. I received my Dipl.-Ing. in Electrical Engineering from Technical

University of Dortmund, Germany, in 2005 where I specialized on power systems and renewable energies. I am member of the professional engineer associations IEEE, CIGRÉ, and VDE. For more information, please refer to <http://integratedgrid.com/author/jens-boemer/>.

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Please share your community interests (groups, committees, organizations) if any:

Climate Change Advisory Committee (CCAC), Sustainable Bainbridge, Friends of the Farms, Bainbridge Prepares

Since I moved to Bainbridge Island with my wife and daughter (9) in the summer of 2014, I have been working for about eight years with two dozens of utilities around the U.S. I have served on the CCAC in Position 6 for the past term since 2019 and have enjoyed leveraging my knowledge and skill set for the benefit of my by-choice home on Bainbridge Island. With the Climate Action Plan approved by Council in November 2020, I would be excited to continue my civil engagement as a member of the CCAC for another term and to support the City, its Climate Officer, and the Community en large in the implementation of the CAP, including the exploration of future collaboration opportunities with PSE as the local electricity provider.

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Do you have potential conflicts of interest? If so, please explain:

As part of my employment with the Electric Power Research Institute (EPRI), I regularly work with electric utilities around the country. PSE is one of our clients and I may be working with PSE on research and demonstration projects in the future. Thus, I may recuse myself from dealings and committee votes that relate to the city's electric utility business decisions, in particular those that relate to the city's tactical dealings with PSE during the negotiations over a new franchise agreement.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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How did you hear about the volunteer opportunity?

Other (specify below)

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Other:

I have served on the CCAC in Position 6 for the past term since 2019.

---

Type the Year

2022

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**From:** noreply@civicplus.com  
**Sent:** Saturday, April 23, 2022 6:29 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application  
(Due: Friday, April 29, 2022 at 4pm)

**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.**

## Climate Change Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4pm)

### Step 1

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#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews.

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### Applicant Information

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Name Karyn Boenker

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Email

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Daytime Phone

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Address

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City Bainbridge Island

---

State WA

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Zip 98110

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Current Employer Pacific Northwest National Laboratory

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Current Position Renewable Energy and GHG Project Manager

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? No

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If yes, please indicate which group(s). *Field not completed.*

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Please share your qualifications for this appointment (skills, activities, training, education) if any? I have work on most of the topics assigned to this committee. Prior to joining PNNL, I was in the solar and storage industry for 10 years with a focus on public policy.

---

Please share your community interests (groups, committees, organizations) if any: Hiking, gardening, forestry

---

Do you have potential conflicts of interest? If so, please explain: *Field not completed.*

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

---

How did you hear about the volunteer opportunity? COBI Connects

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Other: *Field not completed.*

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Type the Year 2022

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**From:** noreply@civicplus.com  
**Sent:** Saturday, April 2, 2022 12:24 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application  
(Due: Friday, April 29, 2022 at 4pm)

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### Step 1

---

#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

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Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews.

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#### Applicant Information

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Name Kathleen Cronin

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Email

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Daytime Phone

---

Address

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City Bainbridge Island

---

State WA

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Zip 98110

---

Current Employer Retired

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Current Position Volunteer with climate group and mental health organization

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? Yes

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If yes, please indicate which group(s). Since you indicated city, not City, I served for 6 years on the Kitsap County Mental Health, Chemical Dependency and Therapeutic Court Advisory Committee until December 2021

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Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am an ardent climate activist who belongs to the national Foundation for Climate Restoration, PNW Chapter; I recently completed the 5 week course on carbon capture technologies offered by Air Miners, here in WA. I worked for the California Energy Commission when solar and wind energy were nascent in the environmental movement; I did technical and speech writing, and promotion of these technologies; I was in charge of the solar and wind hotlines, advising callers on how to get the solar and wind tax credits; I created a program, adopted by the CA Public Utilities Commission, to report power production at CA wind farms; I have worked in a legislation office, written an annual report to the CA legislature on the first recycling program in the state. Most importantly, I am an idea person and a connector. I like to share ideas and programs I hear about with others to inspire more good ideas and get things done. I like real-world solutions and love to figure out how to implement them. I believe in advisory committee work - that many focused minds, not just one person, find the best/optimum solutions to problems they wish to solve - or a climate action plan they wish to implement. I do not dominate in meetings, but can succinctly express my opinion, and listen respectfully to others. I have a passion for climate work, and have worked in energy as a promoter and information sharer. I believe I can add to the efforts of this very important advisory committee - I very much want to do something "on the ground"

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on island, not just promote good ideas. My Air Miners course has sparked some ideas for carbon capture on Bainbridge. I would be honored to be on the Climate Action Advisory Committee. I have a degree in Sociology which speaks to my interest in groups of people, what they have in common, and how to communicate technical ideas to citizens. Sociology also speaks to my deep desire to do good in the world.

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Please share your community interests (groups, committees, organizations) if any:

--Have testified before COBI City Council on development of waterfront park; testified at L.A. City Council on Buy Recycled  
--National Alliance on Mental Health volunteer  
--I order books from Eagle Harbor Books, not Amazon, to support local business.  
--Affiliated with the creator of Moonlight Market, and volunteer at this stellar community-gathering event

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Do you have potential conflicts of interest? If so, please explain:

I will not make any money from anything that is done in Climate Action. Donating my time makes the work more enjoyable for me.

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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Type the Year

2022

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**From:** noreply@civicplus.com  
**Sent:** Saturday, April 23, 2022 5:33 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application  
(Due: Friday, April 29, 2022 at 4pm)

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## Climate Change Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4pm)

### Step 1

---

#### Climate Change Advisory Committee Volunteer Application

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews.

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#### Applicant Information

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Name Julie Matthews

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Email

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Daytime Phone

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Address

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City Bainbridge Island

---

State WA

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Zip 98110

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Current Employer retired

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Current Position retired environmental law attorney

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? Yes

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If yes, please indicate which group(s). Climate Change Advisory Committee- current member, Position 5

---

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am a current member of the Climate Change Advisory Committee. My position expires in June. In my time on the CCAC, among other things, I worked extensively on the developing the Climate Action Plan including drafting portions of the Plan, reviewing and discussing the entire Plan, preparing materials for the City Council and assisting with outreach to the community. I am quite familiar with the Plan and the steps that are necessary for its successful implementation and am excited to see the initial steps underway.

I have wide-ranging experience in environmental law and policy having worked for over 30 years as an environmental attorney for the US Environmental Protection Agency in Seattle. Before retiring in late 2018, my primary responsibilities included enforcing and implementing the federal environmental laws, (with a focus on air pollution, pesticides, toxics, hazardous and solid waste and public records laws). Duties included drafting and reviewing federal, tribal, state and local regulations, policies, permits and agency actions for consistency with applicable legal requirements and policy; providing advice and recommendations to others throughout EPA; developing cases and pursuing enforcement actions; developing new regulations and reviewing/responding to public comments; providing training to federal, tribal, state, local environmental regulators; assisting with outreach materials and participating in a multitude of other activities as necessary to implement the EPA's goals to protect the public health and environment. The

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past few years I was a managing attorney, supervising other staff attorneys in the office.

Education: University of Oregon-1978, BS in Outdoor Education/Recreation and Park Management; Geography and a secondary education Teaching Certificate.

University of Utah School of Law-1987, JD. Licensed to practice law in Washington State.

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Please share your community interests (groups, committees, organizations) if any:

My family and I have lived on Bainbridge since 1998 moving from the Poulsbo area where we lived for about 12 years. This is such a wonderful place to live and raise a family and I have a strong interest in continuing to provide service to the Bainbridge community. Over the years I have volunteered and supported a host of community activities such helping at Helpline house as an active volunteer throughout the pandemic, serving as a prior Board Member for the Bainbridge Island Land Trust and continued participation in Land Trust activities, serving as a Board member on a conservation-related nonprofit in Kitsap County, assisting whenever possible in other community events such as Rotary Auction and invasive weed pulls and when our kids were young providing volunteer adult support for school and sports related activities. I have thoroughly enjoyed my time on the CCAC. I look forward to an opportunity to continue to serve on the it and to assist in the Island's successful implementation of the Climate Action Plan and other climate change related issues. Thank you

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Do you have potential conflicts of interest? If so, please explain:

no

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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How did you hear about the volunteer opportunity?

Other (specify below)

---

Other:

Current CCAC member

---

Type the Year

2022

---

**Roz Lassoff**

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**From:** noreply@civicplus.com  
**Sent:** Friday, April 22, 2022 4:16 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application  
(Due: Friday, April 29, 2022 at 4pm)

**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.**

**Climate Change Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4pm)**

**Step 1**

---

**Climate Change Advisory Committee Volunteer Application**

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews.

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**Applicant Information**

Name Deborah Anne Rudnick

Email

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Daytime Phone

Address

City Bainbridge Island

State WA

Zip 98110

Current Employer EcoAdapt

Current Position Project Manager

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). ETAC, CCAC (current)

Please share your qualifications for this appointment (skills, activities, training, education) if any? PhD in environmental science and 25+ years in natural resources management, contaminated site remediation, and climate mitigation and adaptation work

Please share your community interests (groups, committees, organizations) if any: I am the program chair of the Bainbridge Island Watershed Council; a member of the planning team of the Bainbridge Cooperative Weed Management Area; a planning committee member of the Bainbridge ReFashion Project; head of the BISD PTO Sustainability Leads program and member of the BISD green team; former land trust board member

Do you have potential conflicts of interest? If so, please explain: Not that I'm aware of.

Feel free to attach a cover letter, resume, or other materials, if you wish (optional):

How did you hear about the volunteer opportunity? Other (specify below)

Other: current CCAC member

Type the Year

2022

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# Deborah Rudnick

## EDUCATION

B.S., Ecology and Evolutionary Biology, Brown University, Providence, Rhode Island, 1994

Ph.D., Environmental Science, Policy and Management, University of California at Berkeley, Berkeley, California, 2003

## CONTINUING EDUCATION AND TRAINING

Climate Reality Leadership Corps training, Denver, CO 2017

Greenhouse Gas Measurement & Reporting: Sustainability Learning Center Online Course, 2010

Wetland and Upland Habitat Restoration: University of Washington Professional Short Course, Seattle, Washington, 2007

## PROFESSIONAL HISTORY

*EcoAdapt – Bainbridge Island WA* • 10/2021– present

### **Consultant**

Manage a National Science Foundation-funded study evaluating the implementation of best practices in climate adaptation with jurisdictions around the US. Schedule and coordinate workshops with partnering jurisdictions, project management, reporting. Additional research and development support on other projects as needed.

*Bainbridge Island Watershed Council* —Bainbridge Island WA • 2007 - Present

### **Chair and Salmon Monitoring Coordinator**

Lead an all-volunteer organization working with local governments, tribes, nonprofits, and the public to promote education, outreach and conservation for the Island's watersheds. Schedule and lead bimonthly meetings, maintain organization website, create and conduct outreach and education efforts to a variety of adult and student audiences. Co-coordinator of a 4-year project in partnership with the City of Bainbridge Island and the Suquamish Tribe to reintroduce salmon to a local stream. For 18 years I have run the annual monitoring program to track adult salmon returning to our Island streams.

*Bainbridge Island School District* —Bainbridge Island, WA • 11/2014– 8/2021

### **K-5 Science Coordinator**

Managed K-5 curricula and resources across the district, including administration of classroom science materials and managing materials inventory. District committee member for updating science guidance for consistency with Next Generation Science Standards. Conducted teaching staff science curriculum training. Provided assistant teaching for 5<sup>th</sup> grade stream ecology unit. Created and maintained curriculum website for K-5 district science. Supervised volunteers and paraeducators to maintain and prepare science teaching materials.

*Integral Consulting Inc.*—Seattle, WA • 1/2005 – 12/2012

**Senior Scientist**

Provided technical expertise in the fields of ecology and environmental science to a variety of public and private clients. Conducted ecological risk assessment (ERA), including developing conceptual models and wildlife exposure models. Conducted biological assessments to support remediation planning. Contributed analysis and synthesis of water quality regulatory compliance issues. Prepared expert testimony in support of litigation. Assisted with synthesis and analysis of complex environmental data to support environmental site investigation and regulatory compliance issues. Co-chaired an internal team to evaluate and implement sustainability objectives for corporate operations including energy efficiency for leased and owned spaces, public transit options for staff, and volunteerism.

*University of Washington* – Tacoma, WA • 06/2004 – 08/2004

**Lecturer**

Created and taught “History and Ecology of Biological Invasions,” an undergraduate course for Environmental Science. Course included weekly lectures, discussion groups, guest speakers and field trips.

*10,000 Years Institute* —Bainbridge Island, WA • 07/2003 – 12/2004

**Aquatic Ecologist**

Implemented water quality monitoring program for the Hoh River basin. Conducted fish, amphibian, and stream gradient surveys; measured discrete and long-term water quality parameters using a variety of instrumentation; and conducted substrate classification surveys. Developed and reviewed quality assurance program plan for water quality monitoring program. Reported data to Hoh Indian Tribe and Olympic National Park scientists and managers. Synthesized information for a large-scale literature review of the role of large woody debris in the formation of habitat in forested stream systems of eastern Washington.

*University of California, Department of Environmental Science, Policy, and Management* — Berkeley, CA • 08/1998 – 05/2003

**Graduate Student Researcher**

Designed and executed independent research on the population and community ecology of aquatic invasive species. Employed multiple experimental techniques, including stable isotope analysis with laboratory calibration, experimental mesocosms, monitoring population dynamics using multiple trapping and census methods, and behavioral observations. Developed and

implemented surveys to quantify invasive species impacts to commercial fisheries. Wrote and secured multiple grants to fund research. Published six peer-reviewed papers in the scientific literature based on this research. Chaired a multi-agency, multi-institution statewide workgroup to coordinate research and provide management recommendations for the control of Chinese mitten crabs at state and national levels.

*University of California, Department of Environmental Science, Policy, and Management — Berkeley, CA • 08/2000 – 05/2003*

**Graduate Student Instructor**

Assistant teacher for three semester-long classes: a field course in environmental science, which included assistant teaching for laboratory exercises, multiple overnight field trips, class discussions, and grading; and two semesters teaching laboratory and discussion sections of an introductory biology course for undergraduates, for which I won an Outstanding Graduate Student Instructor Award (see below).

*Colorado Foundation for Medical Care —Aurora, CO • 01/1997 – 07/1998*

**Secretary**

Provide administrative support to quality assurance program, including managing company library, keeping meeting minutes and agendas, and providing support to executive secretaries.

*Jefferson County, County Open Space Program —Golden, CO • 04/1996 – 12/1996*

**Natural Resources Management Technician**

Conducted timber management, including selective tree thinning and removal, to improve foothills wildlife habitat. Conducted vegetative censuses to inventory plant community diversity and abundance. Conducted wetland mitigation to offset county development projects, including site selection, excavation, and revegetation.

*AmeriCorps Public Lands and Environment Program —Poultney, VT • 01/1995 – 12/1995*

**Corps Member**

Conducted timber management, prescribed burning, recreational trail development and maintenance, and salmon stocking to restore wildlife habitat, supplement important fish populations, and maintain public accessibility on U.S. Forest lands.

*Ventana Wilderness Society —Big Sur, CA • 06/1994 – 09/1994*

**Ecology Intern**

Conducted point-count and mist-netting censuses to examine riparian passerine diversity and habitat use. Conducted steelhead trout population monitoring. Oversaw and trained volunteers in avian research techniques.

*Kent Island Scientific Station, Bay of Fundy, Canada • 06/1993 – 09/1993*

**Research Assistant**

Conducted behavioral observations and mist-netting to assist with a project evaluating parental care systems in Savannah sparrow populations.

### EDUCATIONAL AND PROFESSIONAL HONORS

Earth Day Award, Kitsap County Board of Commissioners, 2021  
Environmentalist of the Year, Association of Bainbridge Communities, 2019  
Certified Senior Ecologist, Ecological Society of America, 2011, recertified 2016, 2021  
Freitag Award for Excellence in Arthropod Research, University of California at Berkeley, 2003  
Outstanding Graduate Student Instructor, University of California at Berkeley, 2003  
National Sea Grant Award for Trophic Impacts of Invasive Species Research, 2001  
Usinger Award for Excellence in Aquatic Research, University of California at Berkeley, 2001  
Sigma Xi Grant in Aid of Research Recipient, 2001  
CALFED Grant Recipient for Chinese Mitten Crab Ecology Research, 1999  
National Service Award, USDA/AmeriCorps, 1995  
Inducted as member, Sigma Xi National Scientific Honors Society, 1994

### PUBLICATIONS

**Rudnick, D.** Editor. Welcome to the Plastocene. *Salish Magazine*, Issue 7, Spring 2020.

<https://salishmagazine.org/issue-7/>

**Rudnick, D.**, S.J. Ryan, P. Beier, S. Cushman, F. Dieffenbach, C.W. Epps, L. Gerber, J. Hartter, J. Jenness, J. Kintsch, A.M. Merenlender, R.M. Perkl, D.V. Preziosi, and S.C. Trombulak. 2012. The role of landscape connectivity in planning and implementing conservation and restoration priorities. *Issues in Ecology* 16: October.

Lawrence, J.E., Resh, V.H., Beche, L., Mazor, R., McElravy, E., O'Dowd, A., **Rudnick, D.**, and Carlson, S. 2012. Long-term population and community patterns of benthic macroinvertebrates and fishes in Northern California Mediterranean-climate streams. *Hydrobiologia*. 719(1)

Blumenshine, S., B. Tsukimura, A. Rice, and **D. Rudnick**. 2012. Environmental factors influencing the dynamics of Chinese mitten crab zoeae in the San Francisco Bay-Delta. *Aquatic Invasions* 7:111-124.

Pastorok, R.A., D. Preziosi, and **D. Rudnick**. 2008. Ecotoxicological modeling: Models of populations, ecosystems, and landscapes to address risks of toxic chemicals. pp. 1165–1186. In: *Ecotoxicology*. Vol. 2, *Encyclopedia of Ecology*, 5 vols. Jørgensen, S.E., and B.D. Fath (eds). Elsevier, Oxford.

Herborg, L.M., **D. Rudnick**, Y. Sillang, D.M. Lodge, and H.J. MacIsaac. 2007. Predicting the range of Chinese mitten crabs (*Eriocheir sinensis*) in Europe. *Conservation Biology* 21:1316–1323.

- Rudnick, D.**, V. Chan, and V. Resh. 2006. Morphology and impacts of the burrows of the Chinese mitten crab, *Eriocheir sinensis* H. Milne Edwards (Decapoda, Grapsoidea), in South San Francisco Bay, CA. *Crustaceana* 78:787–807.
- Hui, C., **D. Rudnick**, and E. Williams. 2005. Mercury burdens in Chinese mitten crabs (*Eriocheir sinensis*) in three tributaries of southern San Francisco Bay, CA. *Environ. Pollut.* 133(3):481–487.
- Rudnick, D.**, C. Culver, K. Hieb, D. Tullis, T. Veldhuizen, and B. Tsukimura. 2005. A life history model for the San Francisco Bay population of the Chinese mitten crab, *Eriocheir sinensis*. *Biol. Invasions* 7(2):333–350.
- Rudnick, D.**, and V. Resh. 2005. Stable isotopes, mesocosms and gut content analysis demonstrate trophic differences in two invasive decapod crustacea. *Freshwat. Biol.* 50:1323–1336.
- Rudnick, D.**, K. Hieb, K. Grimmer, and V. Resh. 2003. Patterns and processes of biological invasion: The Chinese mitten crab in San Francisco Bay. *J. Basic Appl. Ecol.* 4:249–262.
- Rudnick, D.**, and V. Resh. 2002. A survey to examine the effects of the Chinese mitten crab on commercial fisheries in Northern California. *Interagency Ecological Project Newsletter* 15(1):19–21.
- Rudnick, D.**, V. Resh, and K. Halat. 2000. Ecology, distribution and potential impacts of the Chinese mitten crab (*Eriocheir sinensis*) in San Francisco Bay. UCAL-WRC-W-881. University of California, Berkeley, Center for Wildlands and Water Resources, Berkeley, CA.

#### SELECTED PRESENTATIONS/POSTERS

- Rudnick, D. J. Huber, P. Dorn. 2014. Bringing chum salmon back to Cooper Creek: Consequences for fish and people. Salish Sea Ecosystem Conference, Seattle, WA.
- Rudnick, D., D. Preziosi, R. Pastorok, Y. Bramley, E. Farrelly, D. Huggett and P. Thorbek. 2012. Design and Calibration of an AQUATOX Ecosystem Model for Assessing Effects of the Herbicide Prosulfocarb on Aquatic Food Webs. Society of Environmental Toxicology and Chemistry North American Annual Meeting. Long Beach, CA.
- Conovitz, A., D. Rudnick, R. Wexler, and L. Williams. 2010. Using long-term ambient water quality data to inform thermal criteria revisions: A case study on the South Platte River, CO. National Water Quality Monitoring Council Conference. Denver, CO.
- Rudnick, D., R. Wexler, B. Day, K. McCaig, and S. Groth. 2009. Focused remediation and oyster restoration at former ore transfer facility in Coos Bay, OR. Society of Environmental Toxicology and Chemistry, Pacific Northwest Regional Chapter. Port Townsend, WA.
- Preziosi, D., J. Sullivan, D. Rudnick, and J. Schmitz. 2007. Ecological land reuse at contaminated sites—planning at the landscape scale. Ecological Society of America and Society of Ecological Restoration joint meeting, San Jose, CA.

**ADDITIONAL VOLUNTEER ACTIVITIES**

*Grace Community Foodbank Garden - Silverdale WA • April 2021- Present*  
**Volunteer**

*Climate Reality US Virtual Training • April 2021*  
**Training Mentor**

*Climate Change Advisory Committee, City of Bainbridge Island – Bainbridge Island WA • 2018 – Present*  
**Secretary, Committee Member**

*West Sound Partners for Ecosystem Recovery • 2014 – Present*  
**Technical Advisory Group Member**

*Bainbridge Island Rotary Auction - Bainbridge Island WA • 2014 – 2019*  
**Co-chair of Rotary Auction Green Team**

*Bainbridge Island Land Trust - Bainbridge Island WA • 2014 – 2019*  
**Board of Directors**

*Environmental Technical Advisory Committee, City of Bainbridge Island – Bainbridge Island WA • 2005 – 2014*  
**Vice Chair**

**Roz Lassoff**

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**From:** noreply@civicplus.com  
**Sent:** Saturday, April 16, 2022 4:28 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Climate Change Advisory Committee Volunteer Application  
(Due: Friday, April 29, 2022 at 4pm)

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**Climate Change Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4pm)**

**Step 1**

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**Climate Change Advisory Committee Volunteer Application**

Members should have expertise in climate science, atmospheric science, engineering, energy management, water conservation, planning, policy, environmental law, economics, solid waste management, forestry, systems analysis and communications. The committee serves as a technical and planning advisory committee on issues related to climate change as directed by the City Council. The committee is also focused on the implementation of the Climate Action Plan, which was identified as the City Council's top policy priority in the 2021 – 2022 Adopted Budget.

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Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews.

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**Applicant Information**

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Name Kevin Thomas

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Email

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Daytime Phone

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Address

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City Bainbridge Island

---

State WA

---

Zip 98110

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Current Employer Dotdash Meredith

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Current Position VP, Ad Solutions

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? No

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If yes, please indicate which group(s). *Field not completed.*

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Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am a digital media executive with more than 30 years of experience in product management, product marketing, and advertising. I currently oversee a team of 23 people at Dotdash Meredith, the largest digital and print publisher in the world. Previously, I led two Internet consulting firms in the San Francisco Bay Area, and I co-founded a software startup on Bainbridge Island. I know how to get things done. I have strong abilities in both writing and speaking. I am at ease addressing groups large or small, and I am comfortable speaking extemporaneously. I have an excellent command of visual story telling. I have an expert grasp of programs such as PowerPoint and Google Slides along with an ability to synthesize large amounts of information and present it to different audiences in clear and compelling ways. I am adept at using different forms of digital media, including a wide range of social platforms. I am also a generous, collaborative teammate with a sense of humor. Before joining a startup in San Francisco, I was an adjunct professor at Santa Clara University and working on a PhD in history at UCLA. I got my BA in history from Whitman College.

Please share your community interests (groups, committees, organizations) if any:

I have done work to support the efforts of the Bainbridge Island Climate & Energy Forum, including website updates, outdoor advertising, social media posts, and communications with the Bainbridge Review. I have also collaborated closely with Mike Cox to publicize the Movies that Matter series, which was

steadily growing its audiences prior to the pandemic. I am keenly interested in exploring how to combat climate change - on a local level and a global level - and I am obsessed with renewable energy and electric vehicles.

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Do you have potential conflicts of interest? If so, please explain:

No, not that I am aware of.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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How did you hear about the volunteer opportunity?

Other (specify below)

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Other:

I have followed the activities of the Committee for the last three years. Mike Cox alerted me that the Committee is looking for new members.

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Type the Year

2022

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CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:40 PM) Confirm Recommended Appointments to the Ethics Board,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Ethics Board. The member selection panel consisted of Mayor Deets, Councilmember Hytopoulos, Councilmember Moriwaki, and Ethics Board Chair Weaver. The member selection panel recommends the appointments as shown in the suggested motion. Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes). The applications for all of the applicants who submitted timely applications for the positions under consideration are included with this agenda item.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to confirm the recommended reappointment of David Mallon to Position 3 of the Ethics Board to complete a term ending in June, 2024.

I move to confirm the recommended appointment of Ben Woodruff to Position 4 of the Ethics Board to complete a term ending in June, 2024.

I move to confirm the recommended appointment of Donna Davison to Position 5 of the Ethics Board to a three year term ending in June, 2025.

I move to confirm the recommended appointment of Rafael Escandon to Position 6 of the Ethics Board to a three year term ending in June, 2025.

I move to confirm the recommended appointment of Rosemary Hollinger to Position 7 of the Ethics Board to a three year term ending in June, 2025.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Bonker \(Ethics Board\) - Redacted.pdf](#)

[Davison \(Ethics Board\) - Redacted.pdf](#)

[Escandon \(Ethics Board\) - Redacted.pdf](#)

[Fuss \(Ethics Board\) - Redacted.pdf](#)

[Hollinger \(Ethics Board\) - Redacted.pdf](#)

[Kerby \(Ethics Board\) - Redacted.pdf](#)

[Mallon \(Ethics Board\) - Redacted.pdf](#)

[Miller \(Ethics Board\) - Redacted.pdf](#)

[Mohrman - Ethics Board - Redacted.pdf](#)

[Neal \(Ethics Board\) - Redacted.pdf](#)

[Sink \(Ethics Board\) - Redacted.pdf](#)

[Smith \(Ethics Board\) - Redacted.pdf](#)

[Tingley \(Ethics Board\) - Redacted.pdf](#)

[Wolfe \(Ethics Board\) - Redacted.pdf](#)

[Woodruff \(Ethics Board\) - Redacted.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Friday, March 25, 2022 8:44 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

**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.**

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

---

#### Applicant Information

---

Name Don Bonker

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

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State	WA
Zip	98110
Current Employer	Former: U.S. Congressman; APCO Worldwide
Current Position	Retired
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	During my 22 years in public service, moral leadership always near and dear to my heart. It was the theme in my book, A Higher Calling -- faith and politics in the public square. . <a href="http://www.ahighercallingbook.com">www.ahighercallingbook.com</a>
Please share your community interests (groups, committees, organizations) if any:	No particular position or involvement in Bainbridge Island. Recent years served on several boards in Southwest Washington
Do you have potential conflicts of interest? If so, please explain:	No conflicts
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Monday, March 14, 2022 3:08 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

---

#### **Applicant Information**

---

Name Donna Davison

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State WA

---

Zip 98110

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Current Employer	Recently retired
Current Position	retired as Risk & Compliance Office at a medical center

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**Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). Previously I was a member of the City of Port Angeles Planning Commission, Clallam County Healthy Families Board, and Exchange Club (volunteer organization supporting civic/community service). In my recent employment I was a member of the Covid-19 Pandemic Incident Command for Olympic Medical Center. There I also chaired and/or was member of numerous committees to include Security Privacy Compliance, Quality Management, and Environment of Care leadership committees.

Please share your qualifications for this appointment (skills, activities, training, education) if any?

My career has been spent working for public entities; initially with the Clallam County Board of Commissioners, followed by the majority of years with a Public Hospital District. I rose to the position of Risk & Compliance Officer. In this role I oversaw management of the compliance plan and program that covered such areas as business ethics, Code of Behavior, business relationships, and conflicts of interest. I developed policies and provided staff education on federal and state regulations relating to my areas of responsibility, which also included being the Public Records Officer and the HIPAA Privacy Officer. I have certification as a Professional in Healthcare Risk Management. I've attended trainings over the course of many years in these subjects to include those offered by the Municipal Resource Services Council (MRSC).

In the past I played a lead role in the development and implementation of the hospital district's first ethics committee. While a good portion of the topics were related to bio-ethics for patient care, we also discussed business ethics. I maintained membership with this group for 15 years.

The Public Hospital District where I worked has an elected Board of Commissioners. I had attended their meetings regularly for many years and maintain a good understanding of the role public officials perform for the municipality itself and in our communities. I have been in the background of that as a resource assisting with adherence to appropriate governmental practices.

Please share your community interests (groups, committees, organizations) if any:

Please see above in first section for previous groups and committees. In the past my commute out of the area for work had limited my time for opportunities in local involvement. That has since changed. I love Bainbridge Island and stay up on city news, activities and events. My spouse is involved in the arts community, and we've both volunteered with recycling efforts here.

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Do you have potential conflicts of interest? If so, please explain:

None.

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

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Type the Year

2022

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Donna Davison  
0

March 14, 2022

City of Bainbridge Island  
% Roz Lassoff  
Executive Assistant  
280 Madison Ave. N.  
Bainbridge Island, WA 98110

Dear Ethics Board Selection Committee,

Your consideration of my application as a volunteer for the Ethics Board is truly appreciated. I hope you will see that my skills and experience described in the form lend themselves well to this role. This would be an opportunity for me to utilize my background in support of my community.

Bainbridge Island has been my home for over 20 years. And with a recent change in circumstances, I can now offer the time in contributing this way. Previously my civic involvement had been elsewhere due to my employment. That commute limited my opportunities here. The timing is ideal now for me to give back locally.

Thank you for your time with the selection process. The work you and the Ethics Board does is important to the operations and integrity of our city, and it is much appreciated.

Respectfully,

Donna Davison

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 5, 2022 2:59 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

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#### Step 1

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Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews. Term will begin July 1, 2022.

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#### Applicant Information

---

Name Rafael Escandon

---

Email

---

Daytime Phone

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Address

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City	Bainbridge Is
State	WA
Zip	98110
Current Employer	Self
Current Position	Biomedical Ethicist and Drug Development Consultant

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I have served on ethical review boards for human subjects research, steering committees for clinical trials and as an executive leader at various pharmaceutical and biotechnology companies. I have doctoral degrees in cardiovascular physiology and public health. My Public health doctoral dissertation was on a topic of public health medical ethics. I also hold a graduate certificate in Pediatric Medical Ethics.
Please share your community interests (groups, committees, organizations) if any:	Bainbridge Prepares, Medical Reserve Corps since 2020. Very Active in Pandemic response and vaccination clinic volunteering January 2021-Present. Interested in Public Health, Public Safety, and equitable access to public services to all.
Do you have potential conflicts of interest? If so, please explain:	None
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Wednesday, March 30, 2022 4:33 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

**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.**

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### **Applicant Information**

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Name JOSEPH FUSS

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Email

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Daytime Phone

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Address

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City BAINBRIDGE ISLAND

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State	WA
Zip	98110
Current Employer	P4 Actuarial Services, PLLC
Current Position	Owner/Actuary
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	Recurring continuing education for my professional designation requires ethics coursework.
Please share your community interests (groups, committees, organizations) if any:	Hiking, mountain biking, parks
Do you have potential conflicts of interest? If so, please explain:	None of which I am aware.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022



Current Employer	Partner Up LLC
Current Position	Owner, Career Coach, Faculty-Continuing Legal Education
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I am a graduate of Georgetown University Law Center (JD) and I have a Master Degree from DePaul University. I wrote my Master's Thesis on culture and legal ethics. I was the Regional Counsel for the US Commodity Futures Trading Commission in their Chicago Regional Office for 16 years. In that position, I was the Regional Ethics Officer. I had to do Ethics Training, investigate and make recommendations regarding possible ethical violations by federal employees.
Please share your community interests (groups, committees, organizations) if any:	I am a member of the Rotary Club. I served on the Covid Relief Committee and I am currently a member of the Club's DEI working group and the volunteer coordinator for the auction.
Do you have potential conflicts of interest? If so, please explain:	None.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2022

## **Rosemary Hollinger**

**Bainbridge Island, WA 98110**

### **EXPERIENCE**

#### **PARTNER UP LLC-2019-present**

##### **Owner**

Founded company offering coaching and professional skills coaching to lawyers and members of the legal profession.

Specialization: ADHD and executive function challenges

Approved MCLE provider

Developed and delivered courses approved for MCLE including

Taking and Defending Online Depositions

Success Strategies for Women

Lawyers and ADHD

Communicating in the Intergenerational Courthouse

#### **COMMODITY FUTURES TRADING COMMISSION- 1986-2019**

##### **Regional Administrator 2009-2019**

Managed regional office with staff of 150 analysts, economists, auditors, lawyers and other professionals

Developed cooperative relationships with other agency heads in Central Region

Fostered a climate where the professional Divisions collaborated and shared scarce resources

Regional Ethics Officer

Developed in-house coaching program and participated as coach

##### **Regional Counsel (Associate Director/Deputy Director) 2002-2019**

Supervised Division of Enforcement staff of 25-38 attorneys, investigators, paralegals and support staff in Chicago Regional Office

Developed and taught at in-house training programs

Made presentations before government, industry and professional groups regarding regulation of commodity futures

Planned and directed teams engaged in complex investigations of potential violations of the Commodity Exchange Act

##### **Litigation Manager 1997-2002**

Lead litigation teams from units located in Washington, Los Angeles and Chicago

Served as lead counsel in complex cases

Trained new staff in trial and investigative techniques

##### **Team Leader 1988-1997**

Supervised trial team composed of 5-10 investigators and lawyers

Investigated and filed cases in federal district court and before CFTC administrative law judges

Drafted appeal briefs to the Commission

Developed in-house training programs  
**Trial Attorney 1986-1988**  
Investigated and prosecuted violations of the Commodity Exchange Act

**DePaul University College of Law 1985-1998**  
Lecturer  
Taught courses in Basic Trial Advocacy and Advanced Trial Advocacy  
Developed and taught class in Complex Litigation

**DePaul University School of Public Service 2012-2013**  
Adjunct Faculty-Capstone course in the Master Degree Program

**National Institute for Trial Advocacy 1991-present**  
Midwest Deposition Program  
Faculty 1991-1996  
Team Leader 1997-2008  
National and Regional Trial Programs 2000-2008  
In-house Trial and Deposition programs 2008-2022  
Midwest Regional Trial Advocacy Program 2019-2020  
Online training for various law firms, government agencies and the ACLU 2021--present

## **EDUCATION**

Loyola University of Chicago  
A.B. (Honors Program) Magna Cum Laude  
1975

Georgetown University Law Center  
Washington, DC  
Juris Doctor  
1979

DePaul University  
School of Public Service  
M.S. International Public Service  
With Distinction  
2011

ADD Coach Academy 2021-2022

Associate Certified Coach-International Coach Federation (ICF) 2019  
National Futures Association  
Arbitrator 2019-  
Hearing Committee 2019-2022

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Friday, March 25, 2022 2:15 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

**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.**

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### Applicant Information

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Name Terry Kerby

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Email

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Daytime Phone

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Address

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City Bainbridge Islanf

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State	Wa
Zip	98110
Current Employer	Tetired
Current Position	Na
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Marine advisory
Please share your qualifications for this appointment (skills, activities, training, education) if any?	40 years experience with a company (3M) that is frequently rated as the most ethical company. MBA, Certified Executive Coach) Proud Rotarian.
Please share your community interests (groups, committees, organizations) if any:	Rotary (currently Trust treasurer), Eagle Harbor Yacht Club (past Commodore).
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Monday, March 21, 2022 6:57 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### Applicant Information

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Name David Mallon

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Email

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Daytime Phone

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Address

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City Bainbridge Island

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State WA

---

Zip 98110

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Current Employer Deloitte Consulting LLP

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Current Position Vice President

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### Experience & Qualifications

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Have you served on any city committees, commissions, boards or task forces in the past? Yes

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If yes, please indicate which group(s). Ethics Board

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Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am a current member of the Ethics Board. It has been my honor to serve my community in this way, and I am interested in continuing to do so.

I am a resident and homeowner in the community, deeply interested in and willing to contribute to the good governance of this place.

My perspective will be informed by my 20+ years as a leader and researcher of organizations and workforces. I am keenly interested in how organizations can both serve their clients and stakeholders AND provide an experience for their workforce that is fundamentally respectful, human-centered, and supportive of each individual's search for meaning and actualization in her or his life. Through my participation on this committee, I can help the Council ask similar questions of itself and of the City.

Thank you for your time and consideration. Please visit my LinkedIn profile for more information:  
<https://www.linkedin.com/in/dmallon/>

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Please share your community interests (groups, committees, organizations) if any:

Still growing--and mostly related to kids (BIFC, Odyssey Multiage Program, etc.).

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Do you have potential conflicts of interest? If so, please explain:

No

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

*Field not completed.*

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Type the Year 2022



**Insights2Action™ by Deloitte**  
Making sense of the human side of business.  
[Action.Deloitte.com](https://Action.Deloitte.com)



**David Mallon** (He/Him) · 3rd



Insights2Action | Chief Analyst and Offering Leader | Making sense of the human side of business.

Greater Seattle Area · [Contact info](#)

500+ connections

[Message](#)

[More](#)

## About

I help leaders in the world's leading organizations to harness the full force of what their people can do—helping each to continuously sense, analyze, and act on challenges arising at the ever-shifting intersection of the work, the workforce, and the workplace.

I combine the power of decision intelligence with my more than 15 years experience directing research for Bersin—the industry standard for HR research—and the collective wisdom of the world's largest and most successful human capital consultancy, Deloitte, all in service of making work better for humans and humans better at work.

I am:

- Trusted adviser to Chief Human Resources Officers, Chief Learning Officers, Global Heads of Talent, and all business leaders with a stake in work-workforce-workplace issues. I was primary thought partner to Josh Bersin for more than a decade.
- Author for Deloitte's annual Global Human Capital Trends study, the largest & most global study of HC needs and capabilities of its kind.
- Co-host of the Capital H podcast, the industry's premier venue for insightful conversation on the most pressing workforce issues of the day.
- A sought-after influencer, thought leader, and speaker.

- Still a L&D practitioner & learning technologist at heart, former lead for Bersin's Learning & Development research practice; force behind work in continuous learning, learning cultures, high-impact learning organization maturity, & learning technology. Central to work in HR's changing value and evolving operating models & governance, and evolving approaches to workforce strategies and the Future of Work; Leading research on organization design and adaptability.
- Emcee and program curator for Deloitte's annual IMPACT conference, the premier event for HR leaders.
- Prior to joining Bersin, led the consulting services practice for a major LMS provider, assisted hundreds of clients with the integration and alignment of solutions to critical business objectives.
- Held several learning and organization development related positions with EarthLink, was most recently responsible for overall learning strategy for its global call center organization. Responsible for two successful Learning Management System selection/implementations (1 global); Designed & deployed comprehensive contact center agent Certification program; and led division implementation of performance management program and system.
- 10 years of hands-on Contact Center experience including training/performance improvement of thousands of outsourced agents. Extensive working time in India and the Philippines.

## Featured

Post

What is your relationship with your employer? Have you foun...



**The worker-employer relationship disrupted: If we ar...**  
www2.deloitte.com • 1 min read

12

3 comments

Article



**Follow your North Star: Re-architecting work to unlock...**  
David Mallon on LinkedIn

Centuries before the invention of global positioning systems (GPS), sailors would locate the North Star, which marks the point around which the whole sky turns, and use its fixed position...

Article



**It is time to retire the words "talent management".**  
David Mallon on LinkedIn

This refrain is well known: The work, workplace, and workforce are changing. They have been for some time. Disruption, innovation, resilience – these words would feel overused if...

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 18, 2022 8:35 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

### Ethics Board Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

#### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews. Term will begin July 1, 2022.

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#### Applicant Information

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Name Kimberley Miller

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Email

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Daytime Phone

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Address

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City	Bainbridge Island
State	WA
Zip	98110
Current Employer	T-Mobile
Current Position	Senior Corporate Counsel, National Security Compliance

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any?

I am a trusted legal advisor with more than 14 years of experience in internal investigations, legal compliance and ethics. My background is in litigation, government enforcement actions, internal investigations and compliance. I have investigated alleged violations of the Code of Business Conduct & Ethics as an outside counsel and as a corporate attorney. As a practicing attorney I am also very familiar with the Rules of Professional Conduct. I am skilled at scoping, managing and leading an objective review, gathering evidence, determining the root cause and developing effective remediation measures and/or corrective actions. I am highly-skilled at my profession, open-minded and fair. I am also trustworthy and dependable.

Please share your community interests (groups, committees, organizations) if any:

I am interested in volunteering for the Ethics Board. I care very deeply about our community here on Bainbridge Island and would like to be of service.

Do you have potential conflicts of interest? If so, please explain:

None that I am aware of. Absent an existing policy or procedure developed by the Ethics Board, if a matter involved a family member or close friend, my current employer or a significant financial interest I would report the potential conflict and volunteer to recuse myself.

Feel free to attach a cover letter, resume, or other materials, if you wish (optional):

How did you hear about the volunteer opportunity? Bainbridge Islander newspaper

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Other: *Field not completed.*

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Type the Year 2022

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## **KIMBERLEY M. MILLER**

, Bainbridge Island, WA 98110

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### **T-MOBILE US, INC.**

*Senior Corporate Counsel, National Security Compliance*

*TS/SCI security clearance*

Bellevue, WA

*Mar 2021 - Present*

- Strategic advisor and legal counselor to T-Mobile's National Security Compliance team. Responsible for assessing national security risks and providing legal and compliance guidance that is tailored to meet those risks, foster a culture of compliance, and maintain the company's ability to innovate.
- Address national security matters and ensure a robust compliance program by evaluating, updating or creating relevant policies and procedures, internal controls, and compliance training materials through partnership and collaboration with business clients and other legal and compliance specialists.
- Scope, manage and lead attorney-client privileged investigations of alleged non-compliance with national security requirements, including fact-finding and root cause analysis; advise on and confirm implementation of remediation measures that maintain a culture of compliance; analyze T-Mobile's reporting obligations and draft external communications with law enforcement and/or members of CFIUS; retain and manage outside counsel relating to investigation matters.
- Brief executive leadership within the Legal Compliance organization and members of the National Security Compliance Committee (which contains members of the Board of Directors) on the status of investigations including analysis of legal risk, investigation findings and recommended corrective actions.
- Coordinate with cybersecurity, litigation, and other legal and security partners on complex, cross-functional investigations.
- Member of the law department's response team on a recent high-profile data breach. Responsibilities included analyzing national security compliance risk, advising on the investigation roadmap, reviewing customer notifications, advising on strategy for law enforcement communications, and supporting drafting of a significant partner deal with Mandiant (a cybersecurity expert) to incorporate relevant national security requirements.
- Develop and deliver training for transactional attorneys on contract best practices for national security compliance.
- Provide support for third party audit preparedness, including by drafting controls to demonstrate compliance with national security requirements.

### **NORTHROP GRUMMAN CORPORATION**

*Corporate Counsel, Investigations*

*TS security clearance*

Los Angeles, CA

*Feb 2019 - Feb 2021*

- West Coast Investigations Counsel for a Fortune 100 defense contractor.
- Scoped, managed and led internal and government facing investigations on a wide array of matters including: violations of the Code of Business Conduct, alleged financial or securities fraud, alleged False Claims Act violations, cybersecurity matters, manufacturing or quality escapes, and accident and safety investigations.
- Briefed General Counsel, Chief Compliance Officer, Deputy General Counsel and business executives on investigation findings, legal risk and recommended remediation measures.
- Retained and managed outside counsel relating to investigation matters.
- Served on the Insider Threat Detection Review Committee and advised on data privacy and national security matters.
- Partnered with Aeronautics sector counsel and subject matter experts to draft Corporate Airworthiness Policy.
- Spoke at Company events on topics such as the attorney-client privilege, accident and safety investigations, and anti-trafficking requirements under the FAR.
- Served as a mentor in the law department.

### **BIRD, MARELLA, BOXER, WOLPERT, NESSIM, DROOKS, LINCENBERG & RHOW, P.C.**

*Senior Associate*

Los Angeles, CA

*Jan 2015 – Jan 2019*

- Senior Associate with supervisory responsibilities and diverse criminal and civil practice, including: white collar criminal defense, government enforcement actions, federal securities litigation and internal investigations.
- Handled all aspects of litigation, including: business development, pleadings, written discovery, document production, depositions, law and motion practice, oral argument, attorney proffers, status conferences and hearings, trial preparation, negotiation of settlement or plea agreements, and federal sentencing proceedings.

- Appeared in state and federal court, administrative hearings, arbitration proceedings and mediation.
- Lobbied Los Angeles City Council members on behalf of my client and appeared at City Council meetings.
- Member of Pro Bono Committee and Associate's Committee.
- Participated in the firm's mentoring program and recruiting efforts.

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

*Litigation Associate*

*Summer Associate*

Los Angeles, CA  
 Sept 2008 through Dec 2014  
 Summers 2006 and 2007

- Litigation Associate within the Government Enforcement and White Collar Crime practice group.
- Defended former CFO of technology company in federal criminal trial that alleged illegal backdating of stock options. Client was acquitted on all criminal charges and the SEC declined to pursue their parallel case further.
- Represented companies conducting internal investigations, including employee interviews, document collection and review, legal analysis, attorney proffers and meeting with prosecutors.
- Advised clients on matters related to compliance with deferred prosecution agreements.
- Represented subjects of corporate investigations and advised on matters, including weighing Fifth Amendment considerations against adverse employment consequences of refusing to be interviewed.
- Delivered oral argument before the Ninth Circuit and secured a remand for the client.
- Teacher's Assistant for Trial Advocacy course at Loyola Law School.

**EDUCATION**

UCLA SCHOOL OF LAW

J.D.

Los Angeles, CA  
 May 2008

G.P.A.: 3.61  
 Journal: UCLA Entertainment Law Review, Submissions Editor and Practitioner Liaison  
 Activities: Appellate Advocacy Clinic, Deposition Clinic, Moot Court Competition, El Centro Legal General Relief Assistance Program

UNIVERSITY OF WASHINGTON

B.A., *magna cum laude*, Double Major in Comparative History of Ideas and French

Seattle, WA  
 June 2002

G.P.A.: 3.88  
 Honors: Member of Phi Beta Kappa; Nominated for Dean's Medal in the Humanities;  
 Member of College and Departmental Honors program  
 Activities: Designed curriculum and peer-facilitated a seminar course;  
 served on Senior Class Gift Committee

**BAR ADMISSIONS**

California

Federal (C.D. Cal.)

**SPEAKING ENGAGEMENTS**

Panelist, *Honors 100 Alumni Panel*, University of Washington, November 2021.

Panelist, *Internal Investigations: Optimizing In-House and Outside Counsel Collaboration to Best Protect Your Company*, Association of Corporate Counsel (ACC) Southern California, January 2021 CLE Conference Marathon.

Panelist, *Recent Trends in Data Privacy Law*, ACC Southern California, January 2021.

**ADDITIONAL INFORMATION**

Honors: Recognized as a Southern California Rising Star by Super Lawyers in 2016, 2017

**From:** noreply@civicplus.com  
**Sent:** Thursday, March 17, 2022 5:52 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### **Applicant Information**

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Name Henry Mohrman

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Email

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Daytime Phone

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Address

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City Bainbridge Island

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State WA

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Zip 98110

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Current Employer	Retired
Current Position	N/A
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I have a law degree and advanced training in law, accounting and public policy analysis. I have published academic articles and presented advanced material to sophisticated audiences, for which I was specially trained. I have good writing and speaking skills. I taught in workshops for economists for many years. I practiced business law for 37 years, and I am very familiar with both conflict of interest problems and their solutions.
Please share your community interests (groups, committees, organizations) if any:	I have participated in activities of the BIPD. I enjoy the First Sunday concerts at the Senior Center and the French conversation group at the Senior Center.
Do you have potential conflicts of interest? If so, please explain:	I am interested in the final development plan of my neighborhood, the Grow Community. I am a strong supporter of the Bainbridge Island Police Department.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Saturday, February 26, 2022 12:08 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### **Applicant Information**

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Name Lisa Neal

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Email

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Daytime Phone

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Address

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City Bainbridge Island

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State WA

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Zip 98110

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Current Employer	self
Current Position	lawyer
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Island Center Subarea Planning Process Steering Committee (Vice Chair); Salary Commission
Please share your qualifications for this appointment (skills, activities, training, education) if any?	I am very familiar with the COBI Ethics Program, and was very involved in the update to the Program in 2019 - 2020. I am familiar with state law regarding conflicts of interest. As a lawyer, I was trained in, tested on (for the bar) and receive regular continuing education in ethics. When in law school, I was elected to the school's Honor Court as a justice. The Honor Court was charged with reviewing charges of breaches of ethics by students. Our Court saw more cases than had occurred in the previous 10 years combined. In law school, while on law review, I was one of a small group of students who assisted a professor in writing a book on ethics.
Please share your community interests (groups, committees, organizations) if any:	I and my husband have lived here since January of 1996. We chose to move to the Puget Sound region, and within that region chose Bainbridge Island as our home. We then located jobs in the region. I am very involved in the community. I have worked on multiple political campaigns for council seat candidates in the past decade. I advocate for mandated housing affordability and preservation of the Island's open / forested space, groundwater preservation, and protection of the ecology of Puget Sound. On the Salary Commission, I was one of the majority that passed income raises for our council positions, with the express purpose of opening these positions to persons who cannot otherwise afford to donate their time to our City, to promote diversity and more appropriate representation of all residents.
Do you have potential conflicts of interest? If so, please explain:	No.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 22, 2022 1:12 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### **Applicant Information**

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Name Erin Sink

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Email

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Daytime Phone

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Address

---

City Bainbridge Island

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State WA

---

Zip 98110

---

Current Employer Udemy

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Current Position Vice President, Global Customer Operations

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**Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past? No

---

If yes, please indicate which group(s). *Field not completed.*

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Please share your qualifications for this appointment (skills, activities, training, education) if any? I have worked in platform and marketplace policy/ abuse operations for over a decade. In these roles, I have developed and enforced community policy guidelines for global platforms like YouTube and Airbnb with an interest in promoting community wellness through equitable policy development.  
<https://www.linkedin.com/in/erinsink/>

---

Please share your community interests (groups, committees, organizations) if any: I have been living in Bainbridge Island for just under 1 year and would like to find a way to become more involved. This volunteer opportunity feels like the right blend of my skills and interests.

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Do you have potential conflicts of interest? If so, please explain: NA

---

Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

---

Type the Year 2022

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**Erin Sink** (She/Her) · 3rd  
VP, Global Customer Operations at Udem  
United States · [Contact info](#)

500+ connections

[Message](#) [More](#)

 Udemy

 Miami University

### Activity

1,318 followers

Erin hasn't posted lately

Erin's recent posts and comments will be displayed here.

[Show all activity →](#)

### Experience



**Udemy**  
2 yrs 6 mos

- **VP, Global Customer Operations**

Full-time  
Sep 2020 - Present · 1 yr 7 mos  
San Francisco Bay Area

Responsible for strategy and performance of Trust & Safety, Student Support, Instructor Support, Enterprise Support, Community Policy and Copyright.

- **Sr. Director of Customer Operations and Trust & Safety**  
Full-time  
Mar 2020 - Present · 2 yrs 1 mo  
San Francisco Bay Area
- **Sr. Director of Trust & Safety**  
Self-employed  
Oct 2019 - Present · 2 yrs 6 mos  
  
Developing operational and product strategy for Trust & Safety at Udemy



**Airbnb**  
5 yrs 1 mo

- **Regional Operations Manager**  
Jun 2017 - Jul 2019 · 2 yrs 2 mos  
San Francisco Bay Area  
  
Responsible for Trust and Safety Operational global forecast planning for headcount, budgeting, vendor management. Oversee Project Management team for Trust and Safety. Wellness programming and ...see more
- **Proactive Trust & Safety**  
Jul 2014 - Jul 2019 · 5 yrs 1 mo



**Quality & Abuse Operations Manager**  
Google  
May 2013 - Jul 2014 · 1 yr 3 mos  
Mountain View, CA

Initiate and implement operational strategy with a focus on abuse reduction and quality control to support new product launch. ...see more



**Manager, Policy Abuse and Spam Operations**  
YouTube  
Jul 2010 - May 2013 · 2 yrs 11 mos  
San Bruno, CA

Manage, coach, recruit and evaluate global team of full-time and contracted employees  
Set innovation vision and strategy for YouTube Policy Enforcement and Scaled Abuse ...see more



Erin Sink (She/Her)

VP, Global Customer Operations at Udemy

Set innovation vision and strategy for YouTube Policy Enforcement and Scaled Abuse ...see more



**Google**

6 yrs 9 mos

- **Project Manager, Google Business Solutions China**

Oct 2009 - Jul 2010 · 10 mos

Responsible for development of Google AdWords Sales strategy and execution for Greater China.

- **Team Lead**

Nov 2003 - Oct 2009 · 6 yrs

Managed team of 13 direct reports in Sales and Account Management

Team consistently exceeded quota goals: Avg. Attainment of 110% against goal

Show all 10 experiences →

## Education



**Miami University**

Bachelor of Science (BS), Marketing, Spanish

1997 - 2001



**Lorain Admiral King High School**

1993 - 1997

## Volunteering



**Board Member**

The Women's Building

Jun 2014 - Present · 7 yrs 10 mos

Civil Rights and Social Action

**From:** noreply@civicplus.com  
**Sent:** Friday, February 25, 2022 8:39 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

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#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

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Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Wednesday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### Applicant Information

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Name Norma J

---

Email Smith

---

Daytime Phone

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Address

---

City Bainbridge Island

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State WA

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Zip 98110-1122

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Current Employer	Retired
Current Position	RN Volunteer for ARC, MRC Bainbridge Prepares

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any? Over 60 years employed including Director of Nursing ,hospital supervisor, management & emergency services

Please share your community interests (groups, committees, organizations) if any: CERT, ARC, Bainbridge Prepares & neighborhood watch

Do you have potential conflicts of interest? If so, please explain: Have a 2 week vacation scheduled in April

Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

Type the Year 2022

**From:** noreply@civicplus.com  
**Sent:** Thursday, March 31, 2022 2:36 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

**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.**

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

---

#### Ethics Board Volunteer Application

Members should represent a diverse set of backgrounds and interests. At least one member of the Ethics Board should be a former judicial officer or have expertise in ethics acquired through education or experience. The Board reviews complaints alleging violations of the Code of Conduct and Code of Ethics.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

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#### **Applicant Information**

Name Judith Tingley

Email

Daytime Phone

Address

City Bainbridge Island

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State	WA
Zip	98110
Current Employer	No
Current Position	Retired Psychologist

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	<p>I was appointed to the Ethics Board by Ann Blair in 2016. Dennis Willard was the Chair of the Board. He was a lawyer and MD.</p> <p>Ingrid Billies and I learned about the Ethics Board, as Dennis Willard plowed through the Ethics Handbook, week by week .</p> <p>Ingrid Billies and I developed brief presentations to all departments, committees and groups. At that time, the Ethics Board had no ""bad ethical business", but we were prepared, just in case.</p>
Please share your qualifications for this appointment (skills, activities, training, education) if any?	<p>I am a retired. psychologist. After I earned a PhD at Arizona State University. I practiced for 30 years in Phoenix, AZ.: individual therapy, group therapy, organizational therapy.</p> <p>I taught Ethics to the eight PhD men and women candidates for graduation. We were prepared to begin our therapy practice.</p>
Please share your community interests (groups, committees, organizations) if any:	<p>I have been the BISC Board Treasurer, on the Board of BPL, a member of Zero Waste, and Sustainable Bainbridge, I am a ZW volunteer at the Farmer's Market, collecting, cleaning up, dividing and disposing compost, recycling, and the land full: not glamorous, but necessary and important.</p> <p>I am still very active in the Community Senior Center.</p>
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>

## Resume — Judith C. Tingley

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### Education

Ph.D.	1978	Psychology	Arizona State University
MSN	1962	Nursing	University of Washington
BSN	1960	Nursing	University of Michigan

### Professional Experience

#### Coaching

Worked with senior level managers on improvement of management skills. Met with them regularly, observed them in work settings and meetings, motivated change, and taught specific skills related to hiring, delegating, communicating, and managing their own and others' performance.

#### Consulting

Used a problem-solving model, consulted with organizations about problems that interfered with effective organizational performance: people, system, process, or structure problems.

#### Counseling Psychology

Conducted short-term, goal-oriented psychotherapy with adults and couples.

#### Writing

Books: *Genderflex™ Men and Women Speaking Each Other's Language at Work*, AMACOM, 1994, *Say What You Mean Get What You Want*, AMACOM, 1996, *GenderSell™ How to Sell to the Opposite Sex*, Simon and Schuster, 1999, *The Power of Indirect Influence*, AMACOM, 2001. Numerous magazine articles.

#### Volunteering

Treasurer, BISCC	2011-2014
Ethics Board	2015
The Salon	2011-2015
Chair, Ad hoc Citizens' Advisory Committee on Climate Change	2015
Zero Waste	2013-2015

## KEEP ETHICS

I was appointed to the Ethics Board, by Ann Blair in 2016. As you know, I have recently applied to again be a member of the Ethics Board.

At that time, Dennis Willard was the Chair of the Board. Dennis was unusual: an ethical, smart and knowledgeable lawyer and an MD. We all learned about ethics from the Chair, Dennis Willard as we plowed through the Ethics Board handbook week by week.

However, now in 2020, I read that the Ethics Board had only one member after four members resigned. I found no explanation to the public nor from the City Council. What was going on? Why no information? Who might tell US, the citizens of Bainbridge.

Then, Michael Pollack, a Council member, showed up in the Review as a guest columnist. He writes that after the “June first Council meeting, the Council voted to move forward the Black candidate’s nomination for approval at the next Council meeting.”

Following, a bitter smear campaign against her, replete with charges of reverse racism, unqualified . . . and Zoom-bombing of a meeting with images of burning crosses, the N-word and pornographic material. And more.

The Black candidate, expected to be appointed to the Council or the Planning Commission. Neither happened.

Mayor Schneider chose to make a switch; the Black woman - not-on-the agenda anymore. It seems disrespectful to call someone “the Black woman”. Perhaps, the nominee for the Planning Commission?

If Council members have a different “take away”, or opinion, perspective than I have, I’d like to know. Perhaps another Council member could also write, “Your turn.”

“So, where does this leave us”, Pollok asks? Did no one on the Council take the smear campaign to the Ethics Board? Is there a working Ethics Board now?

I think, since the Ethics Board has only one member now, the Mayor, we certainly need more members. I am eager to go forward and recruit ethical people.

Michael Pollocks' lengthy guest column in the Bainbridge Review regarding Mayor Leslie and City Council. Schneider's decision to not appoint a well-qualified Black woman to the Planning Commission and instead appoint a white friend and and" former"colleague has brought the interrelated issues of racial inequity and political cronyism front and center before our committee."

Pollocks column continued.

"After the Council voted to on June 1 to move forward the the Black candidate' nomination for approval at the next meeting, what followed a smear campaign: "Zoom-bombing, with images of burning crosses, the N word and pornographic material". Schneider made the switch; her personal buddies in, the candidate out.

Did any of the Council members push back? Or interrupt Schneider's rant? Or did all or some join in and add fuel?

Her actions (also the other council members too?) are shocking. When did COBI's democratic, open government change? Suddenly a prejudiced, authoritarian council?

When will our community (COBI citizens) hear the recording of your discussion regarding the originally candidate?

When will we be allowed to participate in COBI's Open Mike regarding the Council's recent behavior?  
We'll wear masks and seat 6 feet apart, of course.

Such bad, wrong practice, behavior for the City Council members. Who do they think they are? I'm stunned.

I'm the complainant. I request that the Council move this Council issue to the Ethics Board.  
Now.

Did any of the Council members push back? Or interrupt Schneider's rant? Or did all or some join in and add fuel?

Her actions (also the other council members too?) are shocking. When did COBI's democratic, open government change? Suddenly a prejudiced, authoritarian council?

When will our community (COBI citizens) hear the recording of your discussion regarding the originally candidate?

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We'll wear masks and seat 6 feet apart, of course.

Such wrong practice, behavior for the City Council members. Who do they think they are? I'm stunned.

I'm the complainant. I request that the Council move this Council issue to the Ethics Board. Now.



CITY OF  
BAINBRIDGE ISLAND

## CITY ADVISORY GROUP APPLICATION ETHICS BOARD

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

**Application Deadline – Friday, April 29, 2022 at 4 pm.**  
**Applicants must be available in May for interviews.**

*I am interested in serving on the Ethics Board.*

First Name: Deborah Last Name: Wolfe

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: ∅

Email: \_\_\_\_\_

Current Employer: Retired as of 6/2021 Position: Elementary School Principal, New York

Have you served on any other City advisory group? (Please check one)  Yes  No

Please share your qualifications for this appointment (skills, activities, training, education) if any:

As an educator and trained school district administrator, I have relied on my skills as a collaborator, communicator, and innovator to connect with the community, families, and staff.

Please share your community interests (groups, committees, organizations, special activities) if any:

I am a new resident, and during the last 8 months I have enjoyed activities/relationships with ; BI Striders hiking group, BI Community Tennis and Pickle Ball groups, and SWERV (Savvy Women Exchanging Relevant Views) via ZOOM.

Feel free to attach your resume (optional)

attached

How did you hear about the volunteer opportunity? (Please circle one)

City Website

Notify Me (email notification)

City Manager's Report (e-newsletter)

COBI Connects

Social Media

Newspaper (Bainbridge Review or Bainbridge Islander)

Other : \_\_\_\_\_

**Thank you for your interest!**

Please return your application and resume to the Executive Department:

Email [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

Fax (206) 780-8600

Mail City of Bainbridge Island, Executive Department, 280 Madison Avenue North, Bainbridge Island, WA 98110

Feel free to contact us with any questions (206) 842-2545.

**DEBORAH BAUGH WOLFE**

Bainbridge Island, Washington 98110

**FORMAL EDUCATION**

- 2001-2004      SUNY Stony Brook  
Post-Masters Advanced Graduate Program in School District Administration
- 2001            Northeast Foundation for Children  
Training in Responsive Classroom management strategies
- 1992            New Zealand Teacher Registration Board  
Teacher retraining in Reading Recovery in Content Areas, Mathematics, and Literacy
- 1976            Claremont Graduate School  
Ph.D. Candidate    Completed all course work and qualifying exams in Educational Administration
- 1974            Northwestern University  
MA                School of Communication, Language and Learning Disorders
- 1973            University of Southern California  
BS                Major: English/Education  
                      Minor: Special Education  
                      Graduated magna cum laude

**CREDENTIALS**

**New York State School District Administrator**, September 2004

**New York State, Public School Teacher Certificate**  
Elementary Pre-K-6, Permanent  
Special Education, Provisional

**Certificate of Practice**, Grades K-7, *New Zealand*

**Standard California Teaching Credential**  
Elementary Specialization, Grades K-9  
Specialization in Learning Handicaps, Grades Preschool-Adult

**California Community College Instructor Credential**  
Special Education

**PUBLICATIONS and PRESENTATIONS**

- Applications and Year-end Report to NY State Education for UPK State Grant, 2007-2013  
"Using Technology to Support the Learning and Development of Young Children," April 2012, NYSAEYC Conference  
"Putting Parenting Research into Practice," April 2011, NYSAEYC Conference  
"Connecting Preschool to Public School," August 2010, Community Programs of LI  
"I Can Count-Early Math, Literacy and Thinking in the Preschool Classroom," April 2010, NYSAEYC Conference  
"Nurturing Our Youngest Authors," April 2009, NYSAEYC Conference  
"Family Involvement Practices," October 2008, Pre-k Leadership Forum  
"Building a Foundation for the Development of Respect," April 2008 NYSAEYC Conference

“Integrating Service Learning and Literacy,” June 2006, Teachers’ Center Institute Course  
“Addressing Name Calling and Bullying in the Elementary and Middle Schools,” June 2006  
SCOPE, Western Suffolk BOCES  
“Implementing a Quality Service-Learning Project,” Feb.-May 2006, Collegial Study Circle  
“Character Building, A ‘Must’ in Education,” *SCOPE’S FORUM*, February 2006.  
“The GET A VOICE Project” article as published in *Digital Divide Network*, April 27, 2005.  
<http://www.digitaldivide.net/articles/view.php?ArticleD=387>  
GET.A. VOICE Showcase Conference Presentation, April 18, 2005, “School Initiatives”  
*Channel 55 News* Interview, March 18, 2005, “Student Publishing and Developing Character”  
*Newsday* Interview, Jan. 25, 2004, “Minding Our Manners”

## EXPERIENCE

### Administrative

July 2013- June 30, 2021 **Principal, Unity Drive Prek/Kindergarten Center, Middle Country CSD**

November 2006- June 2013 **Universal Pre-kindergarten Associate, Middle Country Central School District**

August 2004 – November 2006 **School Leadership Team Member**  
**Student Leadership Club Advisor**  
**GET.A. VOICE. Project Coordinator (Student Social Development)**

September 2003 – November 2006 **Co-chairperson:** Character Education K-12 District Committee  
**Staff Development:** Literacy, Service Learning, Character Education K-12  
**Coordinator:** National School of Character Application and Portfolio

August 2003 – June 2004 **Administrative Intern, Middle Country Central School District**

- Developed and implemented K-12 professional training in Responsive Classroom, Differentiated Instruction, Cooperative Learning
- Implemented elementary discipline pilot study, high school and elementary partnership projects, and collegial study groups on literacy, classroom management, and discipline
- Participated in observations of teachers
- Presented at new teacher orientation and training
- Analyzed state testing data and authored 2003-2004 School Improvement Plan (Jericho), “Review of Learning Results and Areas of Need”
- Analyzed the needs of inclusion teachers

### Teaching

September 1999 – November 2006 **Teacher, 3<sup>rd</sup> Grade, and 1<sup>st</sup> Grade, Jericho Elementary School**

- Co-teaching grant position (1999-2000)
- Strategic Planning Committee (Measurement)
- AIS Advisory Committee (1999-2001)
- Math Curriculum Committee (1999-2001)

1990-1992 **Teacher, Grades 2 and 3, Wellington, New Zealand**

1974-1979 **Instructor, Learning Assistance Center, Citrus Community College**

### Additional

1992-1999 **Church School Superintendent, Setauket, New York**  
**Parent Representative, Site-Based Management Team, Three Village CSD**

**AFFILIATIONS and AWARDS**

NYSAEYC, Executive Board, Membership Chair  
Winning Beginning Member, Contributing to "Education Reform Recommendations," 2012  
QUALITYstarsNY Field Test Participant, 2010-2011  
Suffolk Pre-k Leadership Quality Committee  
Special Performance/Achievement Recognition from Middle Country CSD, April 2007  
Selected by *Newsday* for Winners' Circle Recognition, October 9, 2005.  
Distinguished Service Recipient, Middle Country District PTA Council, June 2005  
National Schools of Character Promising Practices Citation Recipient, April 2005  
Service Learning 'Mini-Grant' Recipient, Middle Country Teachers Association  
Long Island Leadership Academy Fellow and Grant Recipient, 2002-2004  
Nominated for the Pathways to Leadership Scholarship, November 2003  
Honor Society of Phi Kappa Phi, *University of Southern California*  
Honorary Service Award, California Congress of Parents, Teachers and Students, Inc.

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Thursday, March 31, 2022 3:41 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Ethics Board Volunteer Application (Due: 3/31 at 4pm)

**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.**

## Ethics Board Volunteer Application (Due: 3/31 at 4pm)

### Step 1

---

#### Ethics Board Volunteer Application

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Application Deadline – Thursday, March 31, 2022 at 4 pm. Applicants must be available in April for interviews.

---

#### Applicant Information

---

Name Ben Woodruff

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

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State	WA
Zip	98110
Current Employer	K&L Gates LLP
Current Position	Associate

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

Please share your qualifications for this appointment (skills, activities, training, education) if any? I am an attorney barred in the states of Washington and New York. As part of my profession, I am required to understand and comply with a code of ethics and professional responsibility. I have also had the opportunity to work on ethics compliance as part of client representations.

Please share your community interests (groups, committees, organizations) if any: I am a recent transplant to the area, having moved to Bainbridge Island in November 2020. We are members of the Bloedel Reserve, have joined a number of programs at Islandwood, and have engaged a number of organizations in connection with our childrens' schooling.

Do you have potential conflicts of interest? If so, please explain: I am clearing any potential conflicts of interest with the general counsel of my law firm, K&L Gates LLP. I am not aware of any such conflicts at the moment.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

Type the Year 2022

**BENJAMIN C. WOODRUFF**  
Bainbridge Island, WA 98110

**EXPERIENCE**

**K&L GATES LLP, Seattle, WA** June 2019 – Present  
*Associate*

- Represent clients in complex commercial litigation, class action, and regulatory matters
- Work with client’s internal compliance team to effectuate company’s ethics program
- Represented family corporation for wealthy individual in the Northwest in dispute with vendor over jet repair
- Represented family in property dispute in Kitsap County
- Appeared before King County judges in connection with criminal charges arising from mental health episode
- Prepare and support key witnesses in connection with representation of the City of Seattle
- Successfully support Washington State parts supplier in dispute with foreign venture capital fund

**CURTIS, MALLET-PREVOST, COLT & MOSLE LLP, New York, NY** November 2016 – June 2019  
*Associate (Member of Sanctions Committee)*

- Represent clients in complex commercial litigation, class action, antitrust, bankruptcy, and regulatory matters
- Deposed two parties on behalf of sovereign wealth fund in a securities fraud suit, and assisted with others
- Won state court precedential appeal which reversed lower court’s award of landlord’s attorneys fees
- Argued manslaughter appeal on behalf of state before panel of judges, leading to unanimously affirmed conviction
- Advised various clients on potential risks under United States sanctions regulations

**STROOCK & STROOCK & LAVAN LLP, New York, NY** January 2014 – November 2016  
*Associate (Member of Associates Committee); Summer Associate (Summer 2012)*

- Represented clients in complex commercial litigation and antitrust matters, as well as those under investigation
- Helped prepare witnesses for interviews with New York State Attorney General’s Office

**QUEENS COUNTY DISTRICT ATTORNEY’S OFFICE, New York, NY** Summer 2011  
*Summer Associate, Domestic Violence Bureau*

- Met with victims and police officers to review statements and prepare for trial

**VAN ECK GLOBAL, New York, NY** August 2009 – August 2010  
*Legal Assistant, In-House Legal Department*

**DEBEVOISE & PLIMPTON LLP, New York, NY** July 2008 – August 2009  
*Corporate Legal Assistant*

**EDUCATION**

**GEORGETOWN UNIVERSITY LAW CENTER, Washington, DC** 2010 – 2013  
*Juris Doctor*

- Activities: Student Bar Association (Treasurer)
- Domestic Violence Clinic; Capital Punishment Seminar
- Study abroad: Hebrew University of Jerusalem (Jerusalem, Israel, Fall 2012)

**HARVARD COLLEGE, Cambridge, MA** 2004 – 2008  
*Bachelor of Arts in Government*

**BAR ADMISSIONS**

Washington, 2021; New York, 2014  
Southern District of New York, 2015; Eastern District of New York, 2015; Western District of Washington, 2021



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:45 PM) Confirm Recommended Appointments to the Planning Commission,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Planning Commission. The member selection panel consisted of Mayor Deets, Planning Commission Liaison Jon Quitslund, Planning Commission Chair Sarah Blossom, Planning Commission Vice Chair Ashley Mathews, and Race Equity Advisory Committee member Deanna Martinez. The member selection panel recommends the appointments as shown in the suggested motion. Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes). The applications for all of the applicants who submitted timely applications for the positions under consideration are included with this agenda item.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to confirm the recommended appointment of Peter Schaab to Position 5 of the Planning Commission to a three year term ending in June, 2025.

I move to confirm the recommended appointment of Sean Sullivan to Position 6 of the Planning Commission to a three year term ending in June, 2025.

I move to confirm the recommended reappointment of Benjamin Deines to Position 7 of the Planning Commission to a three year term ending in June, 2025.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Deines \(Planning Commission\) - Redacted.pdf](#)

[Fisher \(Planning Commission\) - Redacted.pdf](#)

[Macchio \(Planning Commission\) - Redacted.pdf](#)

[Neal \(Planning Commission\) - Redacted.pdf](#)

[Schaab \(Planning Commission\) - Redacted.pdf](#)

[Sullivan \(Planning Commission\) - Redacted.pdf](#)

[Tripps \(Planning Commission\) - Redacted.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Monday, April 11, 2022 11:34 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

## Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

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demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;

6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;

7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on Friday, April 29, 2022. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov).

If you are interested in applying to be a member of this commission, please complete the form below.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

We thank all applicants for their interest, however only those candidates selected for an interview will be contacted. Applications will be considered active for one year.

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### **Applicant Information**

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Name Benjamin Deines

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Email	
Daytime Phone	
Address	
City	BAINBRIDGE IS
State	WA
Zip	98110
Current Employer	ZGF Architects
Current Position	Associate Principle, Urban Designer

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past? Yes

If yes, please indicate which group(s). Yes, I was appointed to Planning Commission in March 2022 to a position ending in June 2022. I hope to serve another term.

Please share your qualifications for this appointment (skills, activities, training, education) if any: I'm a licensed architect with a background in urban design and transportation planning. I have an educational background in sociology and architecture. I hope to bring a holistic urban design lens to the commission, considering the many interconnected layers of our city.

Please share your community interests (groups, committees, organizations) if any: I grew up on the Bainbridge Island and recently moved back. In Portland where I lived previously, I was engaged with local non-profit planning organizations such as Right2Root which aimed to better understand and address the displacement of African American communities in the Portland metro area. I also volunteered with a program called Architects in Schools where I taught elementary grade students about architecture and the built environment.

Do you have potential conflicts of interest? If so, please explain: I have immediate family members who work at Wenzlau Architects, a firm which frequently does work on Bainbridge.

Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

How did you hear about the  
volunteer opportunity?

City website

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Other:

*Field not completed.*

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Type the Year

2022

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## BEN DEINES, AIA

### EDUCATION

- Portland State University, 2012-2014  
Master of Architecture
- Portland State University, 2010-2012  
Bachelor of Arts, Architecture
- University of Oregon, 2001-2005  
Bachelor of Arts, Sociology  
Minor in Landscape Architecture

### EXPERIENCE

- ZGF Architects LLP: Urban Designer, 2014 - Present  
Architectural design, transit design, urban planning, project management
- Freelance: Architectural Designer 2013 - Present  
Residential and small commercial architectural and landscape design
- Portland State University: Green Building Research Lab Fellow, 2013 - 2014  
Assisting student research, coordination with local architecture firms
- Portland State University: Digital Media Liaison, 2012 - 2013  
Digital lab management, CNC operation, 3D printing
- SRG Partnership: Research Intern, 2012 - 2013  
Climate-based daylight modelling, daylighting design development
- Oxalis Landscapes Inc: Owner/Contractor, 2006 - 2012  
Sustainable landscape design and construction, eco-roofing
- Down to Earth Inc: Retail Associate, 2005 - 2006  
Garden center customer service, nursery care, product procurement
- Craftsman Building LLC: Jobsite Foreman, 1997 - 2003  
Custom residential construction, crew management, customer service

### LICENSES

- Registered Architect, 2018 - Current  
Oregon Board of Architect Examiners
- Remote Pilot Certification, 2017 - Current  
Federal Aviation Administration
- LEED Green Associate, 2015 - Current  
U.S. Green Building Council
- Oregon Landscape Contractor, 2007 - 2014  
Oregon Landscape Contractors Board

**From:** noreply@civicplus.com  
**Sent:** Sunday, April 10, 2022 2:04 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

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## Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

### Step 1

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-



Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Amazon
Current Position	Sr Business Intelligence Manager
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any:	I specialized in delivering insights to solve data driven decisions, currently within the finance domain.
Please share your community interests (groups, committees, organizations) if any:	Actively attending Rolling Bay Presbyterian Church, support North Town Woods HOA, children participate in athletic programs on island and provided by BI Parks and Recreation.
Do you have potential conflicts of interest? If so, please explain:	<i>Field not completed.</i>
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
How did you hear about the volunteer opportunity?	COBI Connects
Other:	<i>Field not completed.</i>
Type the Year	2022

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We thank all applicants for their interest, however only those candidates selected for an interview will be contacted. Applications will be considered active for one year.

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### **Applicant Information**

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Name Lisa Macchio

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Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Retired from the U.S. Environmental Protection Agency
Current Position	N/A
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Planning Commission, Growth Advisory Committee, Shoreline Master Program Update Citizen Advisory Committee and Task Force, Sustainable Transportation Technical Advisory Team, Bainbridge Island Open Space Commission
Please share your qualifications for this appointment (skills, activities, training, education) if any:	I have served on the Planning Commission for the past 6 1/2 years and have a breadth of knowledge and history regarding the important work of the Planning Commission and believe my history on the PC and my knowledge would benefit the ongoing work of the PC. In particular the upcoming work the PC will be undertaking on the Shoreline Management Program. Please see attached cover letter and resume for additional information on activities, training, education, community volunteer work and work experience.
Please share your community interests (groups, committees, organizations) if any:	I would like to continue to serve on the Planning Commission.
Do you have potential conflicts of interest? If so, please explain:	None
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>

How did you hear about the volunteer opportunity?	Other (specific below)
Other:	I am a current Planning Commissioner seeking to be reappointed
Type the Year	2022

LISA C. MACCHIO  
• BAINBRIDGE ISLAND, WASHINGTON 98110

PHONE \_\_\_\_\_

April 29, 2022

City of Bainbridge Island  
280 Madison Avenue North  
Bainbridge Island, Washington 98110

Re: Consideration for another Term as Planning Commissioner

City of Bainbridge Island:

In response to the City's call for citizen participation, I am requesting your consideration for another term as Planning Commissioner on the City of Bainbridge Island's Planning Commission. I have served as a Planning Commissioner for two full terms and one partial term (a full term being 3 years; the partial term 6 months) and would like to serve another full term.

I have been an ardent supporter of our city's Comprehensive Plan, and I have served and commit to continue to serve my community as a planning commissioner with a deep respect for public input and involvement and a dedication to honoring all voices. I believe in the importance of civic engagement and respect for the community, whether or not members actively engage in voicing concerns or support of projects and ordinances that come before the Planning Commission for review and recommendation.

I have had the honor and pleasure to serve on the Planning Commission during the development of the Shoreline Master Program update, the 2017 Updated Comprehensive Plan, as well numerous development projects in the Winslow/High School Road areas such as the Winslow Hotel, the many new housing developments along Madison Avenue as well as the Wintergreen Project. In addition, I was selected to serve as one of three Planning Commissioners on the joint City Council/Planning Commission Land Use Committee and as the Planning Commission liaison to the Sustainable Transportation Technical Advisory Team. I hope you will permit me to serve another term as a commissioner. I believe that my knowledge and understanding of the City's Municipal Code and Comprehensive Plan and my passion for being a good steward of both will contribute toward excellent service to the community by the Planning Commission.

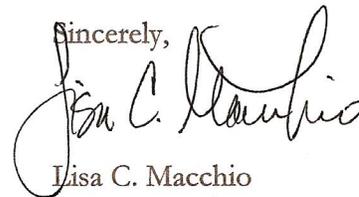
Over the years that I have served as a Planning Commissioner, I have become familiar with and greatly appreciative of the high-quality work that City department heads and staff are capable of and that contribute to the ability of the Planning Commission to do its work effectively and efficiently. I maintain the position that the Planning Commission and City staff are most effective when we work as a team.

I have always listened keenly to the community, which includes project developers, proponents and opponents of projects and citizens, and value and appreciate all aspects, views and input that is provided to the Planning Commission.

I have energetically participated, contributed and volunteered on a variety of City committees as well as boards of several local non-profit groups. My time on the Planning Commission continues to affirm my long-term desire to serve my community by continuing to volunteer for service to my community.

I remain an advocate for planning decisions that support the health and vitality of the community. As a commissioner, I have worked collaboratively, eagerly and enthusiastically with my fellow commissioners to help set the long-term direction and vision for our community's future. Although the Planning Commission is an advisory body which rarely makes final decisions, I believe it is one of the more important citizen groups in local government. Additionally, I believe one of the primary purposes of the Planning Commission is to achieve effective and wise guidance from our Comprehensive Plan and its implementing regulations through thoughtful analysis, collaboration and action. Further, I believe that commission service is an expression of democratic citizenship.

I truly believe that a person's greatest possession as well as his or her greatest contribution to society may lie in the ways in which he or she differs from others, rather than in the ways in which we are similar. I am a person who strives to accept these differences and work to build useful relationships upon them. Thank you for your consideration.

Sincerely,  
  
Lisa C. Macchio

# LISA C. MACCHIO

## OBJECTIVE

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Continue another term as Planning Commissioner on the City of Bainbridge Island Planning Commission

## CITIZEN ADVISORY COMMISSIONS, COMMUNITY ADVISORY COMMITTEES AND BOARDS

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### **City of Bainbridge Island Planning Commissioner** January 2016 - present

Appointed by the Mayor in 2016 to replace an outgoing Commissioner who did not serve his full term. Thus, my first term on the Planning Commission was not a full term as I only served 6 months of the 3-year term. Significant projects included revisions and development of the Shoreline Master Program Update, Revised Comprehensive Plan (2017), Critical Areas Ordinance Update, HDDP review, Member of Joint City Council/Planning Commission Land Use Subcommittee, Planning Commission liaison to the Sustainable Transportation Technical Advisory Team.

### **City of Bainbridge Island Shoreline Master Program Update Citizen Advisory Committee and Task Force** November 2010 – September 2011

Appointed to a 21-member citizen advisory committee which developed the city's updated draft shoreline regulations consistent with the Washington State Shoreline Management Act and Guidelines; tailored to the Bainbridge Island environment. Worked in a collaboration mode with both environmentalists and antiregulatory constituents striving to reach consensus in developing policy and regulations affecting shoreline development and protection.

### **City of Bainbridge Island Open Space Commissioner** January 2002 - 2010

Appointed by the Mayor to a 7-member Commission charged with acquisition of land to be preserved as forested areas, wildlife habitat, farms, trails and passive parks. Commissioners jointly created an operating plan, a process for evaluating properties for acquisition, exploring the best methods of acquiring or otherwise preserving properties, including leveraging of funds. Commission held public meetings soliciting public input, and provided presentations at City Council meetings for the Council, the Mayor and the public on recommended purchases. Commissioners negotiated with property owners and city attorneys on land acquisition agreements. Prepared an annual report each year and provided input to city budget on priorities for capital improvement projects on open space properties.

### **Washington State Ferries Community Advisory Group** January 2006 - 2008

Member of a 12-member Community Advisory Group (CAG) that advised WSF of the community perspective. Helped WSF understand community and customer issues as WSF worked to update the 1998 Master Plan for the Bainbridge Island Ferry Terminal. The CAG reviewed the project concepts, attended public forums, helped provide a foundation to identify the best path forward, communicated project



Service) and tribal governments. Initiated Alternative Dispute Resolution in a contentious and adversarial ESA consultation. Provided detailed knowledge of national regulations, policy developments and identified their implications for regional, state and tribal programs. Developed and prepared numerous briefing documents for upper management on options and recommendations for decisions related to WQS program. Negotiated agreements with the State of Idaho related to program performance and state commitments. WQS expert representing EPA at public meetings involving stakeholders, other federal and state agencies. Prepared and provided numerous presentations at various conferences, national meetings, and public hearings. Invited speaker at State workshops, other federal agency meetings and HQ meetings. Team lead for the Clean Water Act/Endangered Species Act (ESA) Integration Team, charged with streamlining the requirements regarding water quality standards approval actions and ESA section 7 requirements. Member of numerous planning committees which designed and organized water quality standards meetings at the Regional and National level. Point of contact for Federal agencies, industry, public and environmental groups concerning WQ issues. Worked collaboratively with EPA attorneys on litigation projects. Co-chair of the Region 10 Science Council, promoting the role of science in the Region. Lead on developing relevant seminars of distinguished scientists regarding water quality impacts to NW streams. EPA Region 10 Dive team member since 1994. Received bronze medal for service on the dive team and received honors at National Ceremony recognizing Region 10's participation in the diving operations for the Columbia Space Shuttle Recovery Effort in Texas.

U.S. Environmental Protection Agency  
Region 10, Seattle, Washington

Acting Unit Manager  
3-month detail 2005

Manager of the Water Quality Standards Unit for 3 months, while the position was being advertised. Managed a group of seven senior staff and two new employees.

U.S. Environmental Protection Agency  
Region 10, Seattle, Washington

Dive Team Member and Divemaster  
1994- 2021

Member of EPA dive team for 27 years. Projects include scientific studies, assessments and surveys. In addition, projects have included underwater videography and still/digital photo documentation of underwater condition of superfund sites around Puget Sound, including the Wyckoff site in Eagle Harbor and the Duwamish, documentation and survey of the benthic environment at the mouth of the Elwha River (over 4 yrs.). Other cleanup sites included Asarco, Tacoma, Lake Washington, Portland Harbor. Divemaster position includes coordination, supervision and project management of all aspects of running a safe and successful dive.

U.S. Environmental Protection Agency  
Region 10, Seattle, Washington

Special Detail  
10/1993 - 12/1993

Detailed to the Hazardous Waste Division, Superfund Response Unit. Developed and wrote the Region 10 Oil Pollution Act Compliance and Enforcement Policy and Procedures. Analyzed state programs and the federal Coastal Zone Management Act and the implications to the Oil Pollution Act. Received a Special Act/Service Award as a result of my work while on this special detail.

U.S. Environmental Protection Agency  
Region 9, San Francisco, California

Site Assessment Manager  
4/1993 - 9/1993

Site Assessment Manager (SAM) in the Hazardous Waste Management Division, Field Operations Branch, Site Assessment Section. Responsible for the review of Preliminary Assessments and Site Inspection reports assessing contaminated conditions at federal facilities. Reviewed technical documents for adherence and congruence with established policies, guidance and directives. Provided contractor oversight, direction and management. Provided technical review of soil, surface water, sediment and ground water sampling plans. Assisted in decision making process to establish cost-effective site investigation/evaluation procedures and analytical protocols. Negotiated and established cooperative agreements with the State of Hawaii. Work Assignment Manager for contracts and grants with consulting firms. Received a Special Act/Service Award for my work during the detail.

U.S. Environmental Protection Agency  
Seattle, Washington

Compliance Officer  
10/1990 - 4/1995

NPDES compliance coordinator for the State of Idaho and the State of Washington. Development of NPDES enforcement cases, reviewed inspection reports, wrote enforcement actions, establishing penalties and enforcement orders. Worked collaboratively with attorneys in establishing facts and evidence for case support. Knowledgeable of Clean Water Act and implementing regulations. Worked collaboratively with staff in the State of Idaho Department of Environmental Quality. Reviewed, commented and provided recommendations on NPDES permit development. Reviewed, negotiated and provided comments on State Enforcement Agreements and Compliance Assurance Agreements. Special projects included lead program person on the Boise Cascade Multimedia inspection. Investigated, researched and documented the complex relationship between a pulp and paper mill and minor municipality in Oregon. Documenting whether the mill and the city were acting appropriately under the pretreatment regulations. Results lead to a principal enforcement effort by the Region. Team lead and developer of the CAFO (Concentrated Animal Feeding Operations) Region 10 Enforcement project, resulting in the largest effort to document and take enforcement actions of CAFO operations in Idaho. Region "lead staff person" for two Headquarters, Office of Water Enforcement and Compliance contract funded projects - Laboratory Audits of Labs Performing Toxicity Tests for NPDES Permittees, and Evaluation of Permittee Toxicity Test Results.

## **TRAINING/COURSES**

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- The Out-Ward Mindset, How to Change Lives and Transform Organizations
- The Spirit and Skills of Negotiations, Collaborative Planning and Cooperative Problem-Solving,
- A Short Course on Local Planning, the Role of the Planning Commission
- Stepping up to Supervision
- Myers/Briggs Assessment
- Foundations of Leadership
- Preparing for and Conducting Effective Briefings
- Systems Thinking
- Effective People Skills
- Negotiation Skills

- Risk and Decision Making
- Environmental Remediation Technologies
- Chemistry of Hazardous Material
- Principles of Environmental Toxicology
- Wildlife Ecology and Management in the Pacific Northwest
- Wetland Delineation
- Watershed Training
- Project Officer, Contract Management, Grant Officer
- Superfund Hazard Ranking System Model Training
- Wastewater Treatment Process and Design
- Basic Inspector Training
- NOAA Dive Master Certification
- Backcountry Wilderness First Aid
- Nitrox Scuba Diving
- NOAA Working/Advanced Scuba Diver Certification
- Remote Duty First Aid
- DAN, Diver Oxygen First Aid
- Rescue First Aid, 1994-1998

#### **EPA AWARDS**

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- Superior Accomplishment Recognition Award
- Bronze Medal - Dive Team
- Special Act/Service Award – Lower Boise UAA Team
- Special Act/Service Award – Idaho Natural Conditions Team
- Special Act/Service Award - Water Quality Standards work
- Special Act/Service Award – Dive Team, Space Shuttle Columbia Recovery Effort
- Special Act/Service Award - Vision in Water Quality Standards Work
- Special Act/Service Award - Regional/State Water Quality Standards Meeting
- Bronze Medal - Idaho Water Quality Standards Promulgation Team
- Special Act/Service Award- Panther Creek Idaho Water Quality Standards Project
- Special Act/Service Award - Idaho Water Quality Standards Work
- Special Act/Service Award - Developing a civil judicial referral to US Dept of Justice
- Bronze Medal– Cattle Feedlot Non Point Source Pollution Inspection Team
- Special Act/Service Award – Cattle Feedlot team lead on joint inspections/enforcement
- Special Act/Service Award – NPDES permit compliance/enforcement

#### **EDUCATION**

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- **University of Washington**, College of Oceanography and Fisheries Science, School Marine Affairs, Seattle, Washington. Master of Marine Affairs/Marine Resource Management, 1987.
- **Colorado State University**, Fort Collins, Colorado. Bachelor of Science in Wildlife Biology and Management 1980-82.
- **State University of New York**, Syracuse, New York, College of Environmental Science and Forestry, Wildlife Biology, 1979-1980.

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### **Applicant Information**

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Name Lisa Neal

---

Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Self
Current Position	Lawyer
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Salary Commission, Island Center Subarea Planning Process Steering Committee
Please share your qualifications for this appointment (skills, activities, training, education) if any:	Please see the attached.
Please share your community interests (groups, committees, organizations) if any:	Please see the attached.
Do you have potential conflicts of interest? If so, please explain:	No.
Feel free to attach a cover letter, resume, or other materials, if you wish (optional):	
How did you hear about the volunteer opportunity?	Other (specific below)
Other:	Paying attention to the Planning Commission meetings and membership.
Type the Year	2022

PLANNING COMMISSION APPLICATION

LISA NEAL

April 29, 2022

Greetings:

The Planning Commission is to be comprised of members who reflect the community. BIMC 2.14.020.C.1. The Planning Commission not only reviews applications for land uses, but does the first work on new ordinances, as well as the revisions to the Comprehensive Plan. To do this work, a Commissioner must have a knowledge of the Island and community, and ideally should be someone who has lived here for longer than one or two years. Also, the Commission should not be weighted toward development and realty interests. The current Commission members are heavily weighted toward landowners, realtors, and persons involved with the building/sales and planning industry. Respectfully, the Commission openings should be filled by persons who have a more diverse perspective, and who have previously shown an interest in and knowledge of the policy issues that come before the Planning Commission. The Commission openings should be filled by persons who will not be in a position to gain monetarily from their decisions made while in voluntary government service.

I have lived here since January of 1996, and have been involved in public discussion of land use issues since my arrival. My husband and I researched the Comprehensive Plan before moving here, even purchasing our own copy when we were considering the Island for our home. We made our decision to move to the Island rather than another Northwest community based on that research. We also deeply researched areas of the Island before choosing the Fletcher Bay area to buy a home. As a lawyer whose work routinely involves statute construction, and as one of the only residents who regularly makes informed comments to the Commission and the Council on complex land use issues, and as one who is not also involved in development, who does not own large blocks of property, and who does not make a living by selling real estate, I am uniquely qualified to fill a position. I have attached a number of memos I have prepared over the

recent years that illustrate my analysis and involvement. In short, mine is a voice that speaks for typical Island resident, and is one that should be heard on the Commission.

For example, I commented to both the Planning Commission and the City Council regarding the proposed extension of the "HDDP." I had followed the work of the Joint Committee (PC & CC) on land use, and pointed out that the Committee had worked to combine and streamline land use codes, so to allow a continued carve out/duplicative code section was counterproductive. I also pointed out that allowing increased density that is not affordable violates the Comprehensive Plan's provisions, as well as prior acts by the Council (revisions to BIMC 18.12.030(E) providing bonus density for affordable housing, only). My concerns regarding the HDDP were echoed in the December 14, 2021 City Council discussion of the HDDP. Unfortunately, the Planning Commission, led by the Chair who resigned in January to work for a building contractor immediately after her vote against, did not recommend changing the HDDP to require 100% affordable units for any increased density.

Another example is my input regarding the Wintergreen project application, reviewed the Staff Memo, reviewed the prior development (Visconsi) to determine the maximum FAR allowed there, reviewed the residential project size of approximately 3 acres, reviewed the applicable code section regarding residential density (.3, up to .6 with affordable bonus, Table BIMC 18.12.020-3), and questioned the accuracy of the FAR allowance for the project. Based on the prior square footage allowance, which appeared to be for the entire 8 acres, the residential FAR allowance appeared inflated. I pointed out that the Staff Memo provided confusing information, such as a .18 FAR allowance, which is not reflected in any code section. No one on the Commission was able to answer my questions. At the meeting, then-Planning Director Wright said she had to review the issue and come back with an answer, which she did at the next meeting. The then-Planning Director provided the information that the Visconsi FAR square footage allowance was based only 5.21 acres, not the entire site. The Director also corrected the Staff Memo, showing the .3 residential FAR plus up to .3 bonus density for affordable housing in her presentation.

When commenting on the project, I also was the only person to correct a Commissioner's misstatement that the "gift" of affordable housing justified waiving development standards. In fact, as I stated in public comment, the project was given bonus density only for affordable housing, and the project owner had stated he was going to make a profit on the affordable units. While I don't know that none of the other Commissioners had recalled these facts, I do know none of them so stated that evening, or otherwise.

The Commission will be working on possible revisions to our Comprehensive Plan soon. I was closely involved in the last Comprehensive Plan revisions, working with, among others, Charles Schmid and Olaf Ribeiro in reviewing drafts and providing comments to the Planning Commission and to Council. I alerted Councilmembers to certain elements in the draft Plan that they had also seen and flagged as inaccurate representations of the Island's desires, and these were removed by the Council.

I have also been involved in Code revisions in the past two years. I have consistently advocated for revision to BIMC 18.12.030(D) to remove bonus density for any housing. I worked with the "Fairy Dell" group to analyze the building permits for that project with regard to the current Code, spoke with planners and Councilmembers, investigated the work on the lots, reviewed the permit applications, and spoke with the City Arborist and the assigned Planner regarding the Plans. My work revealed that the Plans reflected retention of trees and buffers that was not actually required to happen due to lot size. I have advocated for changes to the current Code to close these loopholes and to require accurate representations of canopy retention on Plans. Council has placed revision to regulations for such permits on its workplan.

When Council considered Code changes recently, I alerted Council to errors in their assumptions during discussions regarding proposed Code revisions, such as an assumption that changes applicable to lots under a certain size would only apply in Winslow. As is now known, there are areas on the Island far outside Winslow (largely grouped around historic ferry landings) that were platted long ago, and which contain quite small lots that developers are now buying up to aggregate for use in building larger houses than were ever contemplated for those areas.

I also understand the Neighborhood Center Planning Process. During my involvement with the Island Center Subarea Planning Process, I provided citation to the Steering Committee to state law that allows a mandate that any new density be “affordable.” The Steering Committee ultimately adopted increased density that was required to be all “affordable.” I note that my comments were often criticized by the Planning Staff, consultants, and the Planning Commission liaison to the Committee, Jon Quitslund. They did not dispute the law or my analysis, but they contended the affordable units would never be built because the project would not be profitable enough for the developer. Not only were their positions violative of the Comprehensive Plan which allows increased density in Neighborhood Centers like Island Center *only* for affordable housing or through transfer of rights from other areas (LU 5.2), and not only was offering their own opinions on policy outside the proper scope of their role in the process, but the recent Wintergreen project shows they were wrong (as the project owner is making money on the affordable units, and has been incentivized by the bonus density and extra profit to build the affordable units). We need persons on the Planning Commission who are knowledgeable and who will stand up for the Comprehensive Plan and our community.

I also have a deep understanding of the Growth Management Act’s requirements, not only regarding Comprehensive Plans, but also regarding the allocation of anticipated population growth. Over the years, I have often corrected statements that the Growth Management Act “requires growth” to instruct that the Act requires management, not promotion, of growth. I have repeatedly researched “the numbers,” including actual current population and future assumptions and allocations and buildable lands, and have corrected Planning Department representations that we will have to increase density on the Island to meet future population allocations. I have confirmed multiple times, through review of the Buildable Lands Report, the Census, and through speaking with the Councilmembers involved in population allocation negotiations, that we have much more than enough density for all allocations through the year 2050. I also know that the Growth Management Act does not require a community to outgrow its natural and infrastructure resources. It is important that someone who understands the law

is on the Commission when it reviews our Comprehensive Plan. From the multiple Commission meetings I've viewed/attended, it is unclear to me whether any of the current, or departed, Commissioners possessed such understanding.

I have also done extensive research regarding the affordable housing issue. In addition to my close review of the Affordable Housing Task Force's report and the 2019 consultant report (ECONorthwest), I have researched affordable housing measures state- and nationwide over the past several years. In that research, I found that a current Washington state law that would allow us to mandate affordable housing for any upzone in density has never been used on the Island, including in Winslow, or in the last Lynwood Center Subarea Plan. I have interviewed several past Councilmembers and learned they were not aware of the law. I have advocated that we should not fail to use this law in the future, most recently in response to the City Council Affordable Housing Ad Hoc Committee's recommendation. Through my research, I have also learned a great deal regarding the failures nationwide of various strategies, and learned of strategies used elsewhere that may not be used here due to Constitutional prohibitions. I have researched the history of our current and prior strategies and ordinances and learned why they failed. I have commented to Council regarding the scope of work for the HAP, noting that the scope of work appears to omit the absence of analysis regarding the need for workforce housing on the Island. I have also advocated for implementation of an ordinance that would prioritize Islanders, either residents or current workers, for grants of affordable housing units. All of this knowledge will inform work on future affordable housing ordinances, if I am appointed.

Finally, I have worked on several Council campaigns over the past seven years, and through that community engagement met with many Island residents and heard their concerns. That engagement continued while I served on the Island Center committee. I also usually attend any Ward meetings, both for the South Ward where I live, and other Wards, and hear the many issues discussed by Islanders. I, therefore, have a broad understanding of Islanders' concerns with regard to land use that will be of great assistance on the Commission, if I am appointed.

In short, I am interested in the work, I have a deep knowledge base developed over years of paying attention, and I have the necessary skill set to work through what are frequently complex legal and factual issues. Attached are a few memos I have submitted over the years. I look forward to having the opportunity to help my community navigate these issues as a Planning Commissioner. Thank you.

March 1, 2022 Email to City Council

Re: Population allocation

Council –

It appears that Council will address the Island's future growth number (or at least what number we will agree to) tonight, without benefit of public comment. We object to the lack of transparency and the prevention of full public input after an appropriate notice period.

The statistics provided to Council appear faulty. The Staff Memo dated February 25, 2022, and provided in tonight's Agenda packet, shows a historic annual growth rate of 1.007% between 2013 and 2020. It is not clear what numbers were used to create the annual growth rate. Lisa wrote to the City Manager requesting clarification regarding the origin of the conclusion provided, but has not received a response.

Using census numbers, we have added 1,800 people from 2010 (23,025) through 2020 (24,825), totaling a 7.25% increase, or an annualized increase of about .70% per year, not 1.07%.

<https://www.census.gov/quickfacts/bainbridgeislandcitywashington>

As an aside, we don't know about you, but that increased population of 1,800 has not been pleasant. Already our downtown is inaccessible to residents due to tourism and highly dense development, residents often cannot park, downtown, or at the Parks, and the Winslow sewer plant cannot keep up "when it rains a lot." The prospect of adding 4,500 more people over the next 24 years is not a pleasant one to contemplate. BISD already overshot needed capacity with its 80M levy for school buildings. If you agree to too much new population, however, you will again burden your current residents with the cost of new schools.

That said, the Council should not use an estimated population starting point from some date other than 2010, the last census. Against the Staff Memo 1.07%, we note that the latest Buildable Lands Report shows a percentage change between 2013 and 2019 (six years, and pre-Covid) of 5.7%, less than 1%. As shown, using the actual population numbers indicates a much lower growth number, about .70% per year. Projecting .70% over 24 years results in the final

number suggested by Staff, a growth of 4,524 through the year 2044. We currently have 5,301 in zoned population capacity, or 117% of the amount needed through 2044. We do not, in other words, need to “do anything” to accommodate the suggested 4,524.

The 4,500 number may be too high, however. While Bainbridge Island and the other Kitsap HCT communities agreed on an increase of 4,500 back in October of 2019, that agreement was in front of the census, before it was known where we were on the population scale. That number would have been reduced by the 2019-2020 population increase, because communities get “credit” for where they actually are when the clock starts on adding population toward a future goal. (For example, Kitsap as a whole will receive “credit” toward the PSRC projection for the massive developments in Poulsbo, Port Orchard and Bremerton, when Comprehensive Plan compliance is analyzed. Google the news articles, we are talking almost 10,000 units.) According to the 2021 Buildable Lands Report at p. 30, the 2019 estimated population was 24,520, so that difference of 305 must be taken off the 4,500. That results in the number 4,200.

The agreement to plan for 4,500 in new population was also made before we had received the UW Winslow “Master” Plan [hereafter Subarea Plan] study (Study). The Study at p. 31 indicates that Winslow, the only area of the Island served by substantial sewer service, has a population capacity of 3,989 (in vacant properties). Additional capacity would require redevelopment of other properties. This number supports agreeing to yet a lower number, under 4,000.

Further, however, since the agreement, we’ve had two major spills from the Winslow sewer plant. Given the failures of our current sewer plant, and the unfairness of demanding that people who are not “on” the sewer plant to pay to upgrade the plant to accommodate new growth, however, it would appear Winslow cannot accommodate any more population. It may be necessary to “downzone” Winslow to avoid polluting the Sound.

Obviously, there is capacity outside Winslow for “organic” growth (meaning the right of property owners to develop their own property under current zoning). This number is not

readily apparent from the 2021 BLR. Page 217 (only the August draft is available online) of the 2021 BLR pdf provides a chart for Bainbridge Island segregated by Zone, not areas of the Island. (The BLR assumes household size of 2.5.) Zones R- .4 through R-2 have available units totaling 1,663. The Vision 2050 Housing Background Paper states that the region's household size is forecasted to decrease to 2.36 people by the year 2050. (This is lower than the 2.45 used in the Subarea Plan Study and lower than the 2.5 assumed in the BLR.) Therefore, what we assume is 1,663 housing units outside Winslow can accommodate 3,924 people. Such growth, would, however, be in the absence of a reasonable transit system on the Island, and would adversely affect our "carbon footprint," as well as adversely impact aquifer recharge areas.

This brings us to our final point. These projections and agreements are being made in the absence of a Groundwater Management Plan. We may already be acting in an unsustainable manner, drawing down our aquifers with our current population. Until we know the status of our aquifers, we cannot agree to *any* population increase, and should be putting the brakes on bonus density ordinances and large scale housing developments. If we are sustainable now, we need to project out through 24 years of global warming to determine how many additional straws can be put into our aquifers before our wells go dry. (Fifty-percent of the Island is on a private well.) Until we know that, it is simply irresponsible to grow the Island's population.

Please send a low number to the KRCC subcommittee, and instruct our hydrologist to come to a conclusion soon.

Thank you –

Lisa and Chris Neal

WHITE PAPER  
**BIMC 18.12.030(D)**

a. BIMC 18.12.030(D) is inconsistent with prospective BIMC 18.12.030(E), as it allows bonus unit density for reasons other than affordable housing and historical preservation. Land use provisions should be consistent. BIMC 18.12.030(D) provides:

D. Bonus Density in NC District. Bonus density shall be available in the NC district as follows:

1. Three units per acre with the provision of transfer of development rights (TDRs), in accordance with Chapter [18.27](#) BIMC; or
2. Three units per acre with the provision of affordable housing, in accordance with the provisions of Chapter [18.21](#) BIMC; or
3. Three units per acre if the development is commercial/residential mixed use and public sewer and public water are not provided, or five units per acre if the mixed use development is on public water and sewer. The residential units must be located above the ground floor if the building is located on a collector or secondary arterial or higher road classification; however, for mixed use projects, if the building fronts on a local or private street, residential units can be located on the ground floor.
  - a. In instances where a project contains both mixed use and residential-only buildings, the bonus density shall only be calculated based on the mixed use buildings. The residential-only buildings shall not be used to calculate the bonus density; or
4. Five units per acre with the provisions of TDRs and public sewer and water; or
5. Five units per acre with public water and sewer and the provision of affordable housing in accordance with Chapter [18.21](#) BIMC; or
6. Up to 12 units per acre for those specific parcels located in Lynwood Center and so designated on the land use map as NC/R-12 for the Lynwood Center special planning area; provided, that all requirements of this title applicable to the NC are met, and that:
  - a. The development is commercial/residential mixed use with the residential units located above the ground floor if the building is located on a collector or secondary arterial or higher road classification; however, for mixed use projects, if the building fronts on a local or private street, residential units can be located on the ground floor; and
  - b. Public sewer and water are provided; and
  - c. The requirements of Chapters [18.18](#) and [18.21](#) BIMC are met; and
  - d. A community center is constructed that is of similar style and quality to the entire development, is no less than 2,000 square feet, provides kitchen facilities, public rest rooms and outside access. The community center is to be used primarily for community functions.

Conclusion: The code sections should be consistent.

b. BIMC 18.12.030(D) is inconsistent with the Comprehensive Plan. Policy LU- 5.2 sets out the requirements for increasing density in Neighborhood Centers:

Policy LU 5.2

Increased density over and above the existing zoning in the Neighborhood Centers *should* only occur through a shift in *density* from areas identified in the Island-wide Conservation Strategy through *PDRs, TDRs* or other mechanisms and through the use of *density bonuses* for *affordable housing*.

(2017 Comprehensive Plan, italics in the original)

Conclusion: BIMC 18.12.303(D) is inconsistent with the Comprehensive Plan, because it allows bonus density that is not transferred in and affordable. To the degree bonus density is provided when density is transferred in, this is contrary to the Comprehensive Plan. The code section should be consistent with the Comprehensive Plan.

c. BIMC 18.12.030(D) is inconsistent with the Comprehensive Plan and the Growth Management Act, because it allows density for reasons other than affordable housing. As background, we are “over-zoned” to meet the anticipated population growth. The current zoning for Bainbridge Island provides approximately 141% of the capability for anticipated population increases through 2050. (Buildable Lands Report, 2014, page 25, reports from Staff regarding anticipated allocation of population growth through 2050 of 4,500)

The Growth Management Act does require that communities encourage affordable housing. The community has developed a comprehensive plan that provides goals for affordable housing. Goal HO-3 (among others). This goal, however, must be balanced against the environment. For example, the Comprehensive Plan includes the goal of preservation of the environment (Goal EN-1) and retention of forests (Goal EN-18). Note that Goal EN-1 is a primary goal, while Housing Goals are not.

Conclusion: It is arguable that any increase in density for affordable housing that degrades the environment is outweighed by primary goal EN-1, and therefore illegal. Code sections allowing increases in density for reasons other than affordable housing are not supported by the Comprehensive Plan, and should be voided. Continuing their application arguably violates the Comprehensive Plan and the Growth Management Act.

#### *Additional Note*

I note for your information that there are ways to increase affordable housing without increasing density. I would like to draw your attention to a statute enacted in 2006:

RCW 36.70A.540(3)(d) provides:

3. Affordable housing incentive programs enacted or expanded under this section may be applied within the jurisdiction to address the need for increased residential development, consistent with local growth management and housing policies, as follows:

\* \* \*

(d) The jurisdiction may establish a minimum amount of affordable housing that must be provided by all residential developments being built under the revised regulations, consistent with the requirements of this section.

*See also* WAC 365-196-870(2)(b)(i)-(iii). “WACs” are regulations enacted by agencies to provide implementation guidance. Both the statute and the WAC provide income limitations on what is “affordable.” These laws also provide for something other than bonus density to be used to incentivize affordable housing.

Conclusion: Whenever and wherever increased density is imposed, COBI may require affordable housing. To our knowledge, COBI has to date failed to take advantage of this law when “upzoning” Lynwood Center (portions are R12, with no requirement for affordable housing) and Winslow (varies, same).

Please review this code section and impose consistency requirements as outlined above.  
Thank you.

## White Paper on Affordable Housing

The City Council's direction to the Joint Committee included the direction to “clarify an approach for affordable housing initiatives.” City Council Meeting Minutes June 22, 2020. As you begin your work, I invite you to first take a step back to review and re-familiarize yourself with the applicable existing conditions, state code sections and regulations and the Comprehensive Plan goals.

### Existing Conditions

#### Population Allocations Through 2050

Based on the 2014 Buildable Lands Report, as updated with the Office of Financial Management population estimates, we are over the capacity needed to accommodate the population allocation we will likely receive from the regional council. My calculations:

Starting with page 34 of the 2014 BLR (found here: [https://www.kitsapgov.com/dcd/Pages/Buildable\\_Lands\\_Report.aspx](https://www.kitsapgov.com/dcd/Pages/Buildable_Lands_Report.aspx)), our capacity was 6,814 new residents. The BLR relied on the estimated population of 2012. Removing the estimated increase in population through 2020 from the new resident capacity in the BLR (from page 13 of the Office of Financial Management Report here: [https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm\\_april1\\_poptrends.pdf](https://www.ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/ofm_april1_poptrends.pdf)) (1,980), the current buildable lands number of 4,834. The current estimate of population allocation through 2050 is 4,500 (source – reports from our City Council members to the regional council). As is shown, we exceed the capacity needed at present.

The 2014 Buildable Lands Report did not take into account the hundreds of non-conforming lots in various parts of the Island but was instead based solely on the current Zoning Map. What I mean by non-conforming lots is platted lots that are .20 or .30 acres in size in areas zoned for lower density (R . 4, R-1 or R-2). These lots are grandfathered in for development, and will, as they are developed, create higher density in those areas than is reflected on the Zoning Map.

#### Comprehensive Plan

Relevant to this discussion, our Comprehensive Plan (“Comp Plan”) provides:

##### **Policy EN 1.1**

A primary goal of the *Comprehensive Plan* is protecting the Island's natural environment; land use decisions implement this *goal*.

The Housing Element recognizes that the Growth Management Act provides that we “encourage the availability of *affordable housing* to all economic segments . . . “ RCW 36.70A.020(4).

We are, therefore, required to **encourage** “affordable housing,” but **must** support the goal of protecting the Island's natural resources; we may not fail to protect while encouraging.

## Groundwater Management Plan

City Council approved hiring an hydrologist to develop a sustainable Groundwater Management Plan in 2018, but the position has not been filled. We do not presently have a full report on capacity of groundwater, including for the 50% of the Island on private wells, or a plan to maintain sustainability, including an analysis of the carrying capacity.

## Median Income

The 2018 median household income for Bainbridge Island (est.) was \$115,230:

<https://www.census.gov/quickfacts/bainbridgeislandcitywashington>

The 2018 median household income for Kitsap County was an estimated \$71,610.

<https://www.census.gov/quickfacts/fact/table/kitsapcountywashington,US/PST045219>

Table 24 to the Housing Needs Assessment provides that the BI median income in 2010 was \$92,558, and Chart M provides income levels for various occupations. Fire Fighting and Prevention, Financial Analysis, Lawyers and Marketing Managers exceeded that number. Teachers, police and fire fighters earned under 80% of the median household income level. Keep in mind, though, these are individual incomes, such that a two-teacher household would have a household income over the median (teacher income \$57,836 x 2 = 125% of 2018 median household income).

The BI 2015 Housing Needs Assessment is found here:

<https://www.bainbridgewa.gov/DocumentCenter/View/6154/Draft-Housing-Needs-Assessment-Dec-2015>)

Incomes have risen, but it seems reasonable to assume the relative nature of the income levels has not changed. The conclusion is that households with two teachers, police officers, or fire fighters (or a combination of these) will have a household income that is well over the median household income.

## Affording a Housing Unit

According to Bankrate.com, assuming current interest rates, assuming a (low) 10k downpayment, insurance of \$1,200/yr, taxes of \$3,000/yr and putting 30% of household gross income toward housing (as provided in state code), a household bringing in \$115k can afford a \$563,419 house.

See: <https://www.bankrate.com/calculators/mortgages/new-house-calculator.aspx>

A household bringing in 80% of the median income level can afford a house costing \$436,105.

## Median Housing Unit Cost

Table 31 of the Housing Needs Assessment provides that over 82% of the existing (2013 assessed value) housing stock was valued at under \$500,000. The data set included condominiums and mobile homes.

Based on informal review (my own) of assessed value data pulled from Kitsap County, we have 10,960 housing units, and in 2019 2,637 are valued at \$500,000 or less, and 4,034 were valued at \$600,000 or under.

## State Law

### COBI May Mandate AH When Upzoning

RCW 36.70A.540(3)(d) provides:

3. Affordable housing incentive programs enacted or expanded under this section may be applied within the jurisdiction to address the need for increased residential development, consistent with local growth management and housing policies, as follows:

\* \* \*

(d) The jurisdiction may establish a minimum amount of affordable housing that must be provided by all residential developments being built under the revised regulations, consistent with the requirements of this section.

The full code section is found here:

<https://apps.leg.wa.gov/Rcw/default.aspx?cite=36.70A.540#:~:text=The%20legislature%20encourages%20cities%2C%20towns,rate%20housing%20developments%20throughout%20the>

Under this code section, whenever COBI upzones an area (such as with the Winslow Master Plan and the Lynwood Center Subarea Plan amendments) it may require that all of the upzoned density is affordable. We missed opportunities on the two upzones mentioned.

Additional guidance is found at WAC 365-196-870(2)(b)(i)-(iii). “WACs” are regulations enacted by agencies to provide implementation guidance. The full WAC may be found here:

<https://apps.leg.wa.gov/wac/default.aspx?cite=365-196-870>

The regulation states in part:

\* \* \*

(2) Counties and cities may establish an incentive program that is either required or optional.

\* \* \*

(b) Counties and cities may establish an incentive program that requires a minimum amount of affordable housing that must be provided by all residential developments built under the revised regulations. The minimum amount of affordable housing may be a percentage of the units or floor area in an development or of the development capacity of the site under the revised regulations. These programs may be established as follows:

\* \* \*

(ii) The city or county adopts revised regulations to increase development capacity through zoning changes, bonus densities, height and bulk increases, parking reductions, or other regulatory changes or other incentives.

\* \* \*

(c) Counties and cities may choose to offer incentives through development regulations, or through conditions on rezones or permit decisions.a

### “Affordable” is Defined

The WAC makes clear that the income levels must be consistent with RCW 36.70A.540(2)(b). WAC Section (4) states “[t]he housing must be affordable to and occupied by low-income households. (a) Low-income renter households are defined as households with incomes of fifty percent or less of the county median family income, adjusted for family size.” For buyers, the prices must be affordable to “low-income first-time homebuyers” under FHA rules. WAC 365-196-870(5)(b). “Affordable” rent means 30% of income is spent on housing. WAC 365-196-870(5)(a). The WAC (section 4(c)) does provide that after hearings, cities and counties may adjust the income levels, but the upper limit is 80% of median income.

RCW 43.185A.1010 further provides that any housing unit that costs 30% of the household's income is “affordable housing.” That does not mean, however, that incentive programs or mandates may be created that require housing over the limits in RCW 36.70A.540. In other words, there does not appear to be any support in state law for mandating or incentivizing housing for those households earning more than 80% of the median income. Restricting housing size, or encouraging ADUs, has been discussed as promoting housing for those earning in this range, but recent ADUs in the Roost sold for over \$500,000, indicating this may not be a viable strategy.

### More than Bonus Density May Provide Incentives

Both the Code section and the WAC provide a list of items that can be used as incentives, if a community elects to not require affordable housing. Payment in lieu (WAC 365-196-870(8)); density bonuses, height and bulk bonuses, fee waivers or exemptions, parking reductions, and expedited permitting may be used either solely or in combination combined to create incentive programs. RCW 36.70A.540(1)(a).

For existing zoning that is not being changed, these provisions provide something in addition to density bonuses.

### **Suggestion**

Before tackling raising base FAR as suggested by some in order to “perhaps” encourage mixed use development with additional AH, or otherwise creating unneeded density, I suggest you first answer two questions:

1. Why were mandatory AH provisions abandoned in the early 2000s? Answer: Extra permitting fees were assessed to fund an AH trust, and the Court of Appeals found the City must justify the fee under the applicable statute, likely invalidating the extra fee. 137 Wn. App. 338 (2007).
2. Why haven't incentivized AH provisions resulted in AH?

**From:** noreply@civicplus.com  
**Sent:** Friday, April 29, 2022 1:25 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

## Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design

demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;

6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;

7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on Friday, April 29, 2022. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov).

If you are interested in applying to be a member of this commission, please complete the form below.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

We thank all applicants for their interest, however only those candidates selected for an interview will be contacted. Applications will be considered active for one year.

---

### **Applicant Information**

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Name Peter Schaab

---

Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Rivian
Current Position	Sr. Product Manager, Energy Sales Operations

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past?	No
---	----

If yes, please indicate which group(s).	<i>Field not completed.</i>
---	-----------------------------

Please share your qualifications for this appointment (skills, activities, training, education) if any:	I studied architecture and architectural visualization at Savannah College of Art and Design, as well as urban design at a summer program at UC Berkeley. I still practice these disciplines as a hobby, and have examples at peterschaab.com. In my professional career, I collaborate with User Experience designers to develop requirements for visually rich software systems.
---	--

Please share your community interests (groups, committees, organizations) if any:	I'm relatively new to the area, but very interested in starting to engage in city planning-related and general outdoor recreation (hiking, kayaking) activities.
---	--

Do you have potential conflicts of interest? If so, please explain:	<i>Field not completed.</i>
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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
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How did you hear about the volunteer opportunity?	City website
---	--------------

Other: *Field not completed.*

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Type the Year 2022

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# PETER SCHAAB

A CLEANTECH PROFESSIONAL WHO SOLVES CHALLENGES WITH A SYSTEMS-ORIENTED MINDSET

## EXPERIENCE

### RIVIAN

2021 - PRESENT

#### SENIOR PRODUCT MANAGER

##### ENERGY SALES OPERATIONS

- Developing the B2C and B2B sales-to-activation processes and associated software requirements for multiple proposed energy products including stationary storage, bidirectional chargers, and residential solar.

### SUNRUN

2014 - 2021

#### SENIOR PRODUCT MANAGER

##### OPERATIONS ANALYTICS & STRATEGY

- Manages the team that owns all enhancements to the task management application that is the backbone of Sunrun's workflow from point-of-sale to activation of the solar power plant.
- Works cross-functionally with Operations, Sales, and other stakeholders to ensure business requirements are translated into clear software requirements.
- Using Agile methodology, works closely with developers to roadmap, solution, test, refine, and deliver enhancements to the task management application as well as the larger Salesforce platform.
- Key participant in integration of technology and processes of the recently acquired Vivint Solar business; developed a strategy to integrate 37 Vivint offices and warehouses into Sunrun's complex sales/install/service routing systems.

#### PROJECT MANAGER

##### OPERATIONS ANALYTICS & STRATEGY

- Used rigorous data analysis to identify, and then drive solutions to, some of the most challenging issues at Sunrun.
- Was the key Operations representative that defined the process, policy, and systems architecture to sell, manage, and install electrical, roofing, and structural upgrades that support the primary solar power plant.
- Designed the corporate quarterly earnings slide deck that was utilized from Q4 2017.

#### ASSOCIATE PROGRAM MANAGER

##### INSTALLATION SERVICES

- Crafted sustainable solutions to systemic issues by building processes, training guides, and the documentation database for 120+ customer-facing employees.
- Facilitated interdepartmental collaboration to improve operational efficiency, quantified by thorough impact analysis.

#### SENIOR INSTALLATION REVIEW REPRESENTATIVE

##### INSTALLATION SERVICES

- Audited contracts, design plans, and operational paperwork for utility and internal policy adherence.

### GRID ALTERNATIVES

2012 - 2014

#### AMERICORPS CONSTRUCTION FELLOW & TRAINING COORDINATOR

- Recruited and organized 500+ volunteers and facilitated countywide private and non-profit partnerships.
- Assisted cross-functionally with pipeline management, permitting, inspections, site analysis, design, equipment orders, installation, marketing, event planning, and general technical support.

## EDUCATION

### SAVANNAH COLLEGE OF ART AND DESIGN

2008

BACHELOR OF FINE ARTS IN VISUAL EFFECTS  
with MINOR IN ARCHITECTURE

### UNIVERSITY OF CALIFORNIA, BERKELEY

2011

URBAN PLANNING CERTIFICATE

### U.S. GREEN BUILDING COUNCIL

2014

LEED AP HOMES

**From:** noreply@civicplus.com  
**Sent:** Friday, April 29, 2022 2:26 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

## Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

### Step 1

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The City of Bainbridge Island is seeking volunteers to serve on the Planning Commission.

The Planning Commission (PC) was established pursuant to RCW 35A.63 to serve as an advisory body to the City Council. Its role is to provide recommendations to the City Council, Planning Director and Hearing Examiner, and to consider legislative and quasi-judicial matters, with its primary responsibility to prepare, review and update the Comprehensive Plan. BIMC 2.14.020.A. The Bainbridge Island Municipal Code (BIMC) explains the duties and responsibilities of the PC as follows:

BIMC 2.14.020.B Planning commission.

Duties and Responsibilities. Pursuant to the provisions of Chapter 35A.63 RCW, there is established within the city a planning commission. The title "planning commission" is substituted for the title "planning agency" in all city ordinances and other documents approved prior to the effective date of the ordinance codified in this chapter. The planning commission shall have the following duties and responsibilities:

1. Participate in the preparation and review of the comprehensive plan for the city;
  2. Consider the location, character, extent, and effect of any proposed dedication of any street or other area for public use, including parks, public ways, public buildings, or public structures, with reference to the comprehensive plan, pursuant to RCW 35A.63.080;
  3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
  4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design
-



Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	Washington
Zip	98110
Current Employer	Google
Current Position	Global Affairs and Public Policy Manager

**Experience & Qualifications**

Have you served on any city committees, commissions, boards or task forces in the past?	No
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If yes, please indicate which group(s).	<i>Field not completed.</i>
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Please share your qualifications for this appointment (skills, activities, training, education) if any:	<p>I bring a background in public service, public policy, and legal training from serving for five years in the Obama Administrations, receiving a law degree from University of California, Berkeley, and from my work in the private sector. I served in the Obama Administration as an aide to the U.S. Secretary of Energy and crisscrossed the United States and the world in an effort to help build support for aggressive action at global climate negotiations. After leaving government, I have worked on geo political risk analysis at Google. And I received my law degree from Berkeley Law.</p> <p>While I don't have specific planning experience, I do have a background in government and public service, I have worked on a range of sustainability issues at the highest levels, and I have led a variety of community engagement efforts. I also have a deep love for the community of this island. I hope all of these skills and experiences would prove valuable.</p>
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Please share your community interests (groups, committees, organizations) if any:	I live on Bainbridge, near the Grand Forest, with my wife, our two dogs, and our three month old son. We've walked nearly every mile of public trail on the island, explored nearly every public park, and have loved building a community of families and neighbors around us.
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We're delighted to call the island home due its incredible community, beautiful nature, and legacy of stewardship. I'm passionate about making this community welcoming, sustainable, and liveable for all. And I bring a particular perspective as a member of a young family on the island.

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Do you have potential conflicts of interest? If so, please explain:

None

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional):

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How did you hear about the volunteer opportunity?

COBI Connects

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Other:

*Field not completed.*

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Type the Year

2022

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# Sean Sullivan

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## EXPERIENCE

**Google** Seattle, WA  
*Global Affairs Manager* June 2021 - Current  
Lead analysis of global geo-political risk and impacts on the company. Coordinate external communications.

**Berkeley Environmental Law Clinic** Remote on Bainbridge Island, Washington  
*Student Clinician* 2019 - 2021  
Represented low-income communities before the California Public Utilities Commission in an ongoing proceeding to electrify and weatherize rural homes. Write legal briefs and procedural filings and represent clients in hearings.

**Office of the California Attorney General, Natural Resources Section** San Francisco, CA  
*Summer Clerk* Summer, 2020  
Drafted a motion for summary judgement and a contempt motion for environmental enforcement litigation, conducted legal research and analysis for climate litigation in the Ninth Circuit, recommended legal guidance for state agencies covering infrastructure permitting, wildlife preservation, and Clean Air Act compliance.

**Honorable Justice Groban, California Supreme Court** San Francisco, CA  
*Extern* Summer 2019  
Contributed to conference memos that informed the court's consideration of appeals, drafted portions of opinions, worked with staff attorneys to analyze death penalty appeals and make recommendations to the court.

**Google** San Francisco, CA  
*Speechwriter and Communications Manager* October 2016 - August 2018  
Directed editorial and thought leadership efforts across policy, philanthropy, and legal teams.

**U.S. Department of Energy** Washington, DC  
*Director of Strategic Communications* June 2015 - September 2016  
*Chief Speechwriter* August 2012 - June 2015  
Worked with Secretary Ernest Moniz to manage media and speechwriting for President Obama's energy and nuclear security policies. Led communications at the Paris climate talks and Iranian nuclear negotiations. Penned op-eds for the Washington Post, Boston Globe and Chicago Tribune. Earned the Department's highest staff award.

**U.S. Department of Transportation** Washington, DC  
*Speechwriter* February 2012– August 2012  
Wrote speeches for Secretary Ray LaHood to highlight investments in railways, runways, and roadways.

**The White House** Washington, DC  
*Speechwriting Intern, Office of the Vice President* September 2011– January 2012  
Drafted remarks for Vice President Joe Biden for a variety of engagements and led research efforts for the team.

**Fulbright South Korea** Mokpo, South Korea  
*Fulbright Fellow* July 2010 - July 2011  
Taught English to 700 middle school students, tutored North Korean refugees, and researched geopolitical tensions.

**McGarvey Law** Kalispell, MT  
*Legal Assistant* Summer 2006-2009  
Interviewed over 200 clients and conducted legal research on water rights and land use.

## EDUCATION

**University of California, Berkeley, School of Law**, Remote on Bainbridge Island, Washington  
Juris Doctor, May 2021  
Received Certificates in Energy and Clean Technology Law and Environmental Law

**Pitzer College**, Claremont, CA  
BA in Political Studies and International Studies, Dual Honors Awarded, May 2010

## ADDITIONAL INFORMATION

*Interests:* Fly fishing, cooking, reading, visiting every public park on Bainbridge Island

**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 26, 2022 5:21 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Planning Commission Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

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  3. Review and make recommendations on all applications for amendments to the comprehensive plan, official zoning map and official zoning ordinance of the city pursuant to Table 2.16.010-1;
  4. Review and make recommendations on all housing design demonstration project applications pursuant to BIMC 2.16.020.S, including those housing design
-

demonstration project applications involving land subdivision, based on a comprehensive review of the project at a public meeting;

5. Review and make recommendations on preliminary short subdivisions if requested by the director;

6. Review and make recommendations on all preliminary large lot subdivisions, preliminary long subdivisions, major site plan and design reviews, major conditional use permits, and major shoreline conditional use permits, taking into consideration the recommendation from the design review board and a comprehensive review of the project at a public meeting;

7. Such other advisory duties as may be assigned to it by the city council, or as specified in the BIMC;

As BIMC 2.14.020.C.1 states:

Create the planning commission agenda prior to its publication in consultation with the director. The commission shall consist of seven members appointed by the mayor and confirmed by the city council. All seven members of the commission shall be residents of the city. The members shall not be employees or officers of the city or appointed to another city committee, board, or commission, except for specialized committees or task forces of limited duration. The city is committed to promoting diversity on the commission. The commission shall reflect the diverse perspectives, work experiences and backgrounds represented in the community. Women, persons with disabilities, sexual and gender minorities, younger persons, senior citizens, persons of color, and immigrants are encouraged to apply to serve on the commission. Each commissioner shall endeavor to understand and agree to uphold the city's adopted comprehensive plan.

Applications are due by 4:00 p.m. on Friday, April 29, 2022. Interviews will be held in May.

Questions? Please contact Executive Assistant Roz Lassoff at 580-6735 (cell) or by email at [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov).

If you are interested in applying to be a member of this commission, please complete the form below.

Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared.

We thank all applicants for their interest, however only those candidates selected for an interview will be contacted. Applications will be considered active for one year.

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### **Applicant Information**

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Name Dan G. Tripps

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Email	
Daytime Phone	
Address	
City	BAINBRIDGE ISLAND
State	WA
Zip	98110
Current Employer	Stanford University
Current Position	Instructor, Continuing Studies
<b>Experience &amp; Qualifications</b>	
Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
Please share your qualifications for this appointment (skills, activities, training, education) if any:	I worked for 50+ years as a managing partner of a medical practice, an academic administrator, professor, teacher, and athletic coach. I enjoy helping people, listening to ideas, imagining opportunities, resolving differences, facilitating action.
Please share your community interests (groups, committees, organizations) if any:	I do not belong to any organized group on the island. My interest is in experiencing and supporting people, programs, and possibilities that enrich island life.
Do you have potential conflicts of interest? If so, please explain:	No.
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
How did you hear about the volunteer opportunity?	Bainbridge Review newspaper
Other:	<i>Field not completed.</i>
Type the Year	2022



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:50 PM) Confirm Recommended Appointments to the Race Equity Advisory Committee,

**SUMMARY:** A call for participation was issued for volunteers to serve on the Race Equity Advisory Commission (REAC). The member selection panel consisted of Mayor Deets, Deputy Mayor and REAC Liaison Fantroy-Johnson, REAC Liaison Moriwaki, and REAC member Renni Bispham. The member selection panel recommends the appointments as shown in the suggested motion. Pursuant to BIMC 2.01.015, City Council confirmation of the recommended appointments requires a majority plus one vote of the entire membership of the Council (i.e., five "yes" votes). The applications for all of the applicants who submitted applications for the positions under consideration are included with this agenda item.

**AGENDA CATEGORY:** Appointment

**PROPOSED BY:** Executive

**RECOMMENDED MOTION:** I move to confirm the recommended appointment of Francis Jacobson to Position 3 of the Race Equity Advisory Committee to complete a term ending in June, 2023.

I move to confirm the recommended appointment of Olivia Hall to Position 4 of the Race Equity Advisory Committee to a three year term ending in June, 2025.

I move to confirm the recommended appointment of Clarissa San Diego to Position 5 of the Race Equity Advisory Committee to a three year term ending in June, 2025.

I move to confirm the recommended reappointment of Savanna Rovelstad to Position 6 of the Race Equity Advisory Committee to a three year term ending in June, 2025.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Hall \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[Hecker \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[Jacobson \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[Madden \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[Rodgers \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[Rovelstad \(Race Equity Advisory Committee\) - Redacted.pdf](#)

[San Diego \(Race Equity Advisory Committee\) - Redacted.pdf](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

**From:** noreply@civicplus.com  
**Sent:** Sunday, February 21, 2021 10:54 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application

**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.

## Race Equity Advisory Committee Volunteer Application

### Step 1

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#### *Race Equity Task Force Advisory Committee Volunteer Application Form*

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Friday, February 26, 2021 at 4 pm. Applicants must be available in March for interviews.*

#### **Applicant Information**

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Name Olivia Hall

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State WA

---

Zip 98110

---

Current Employer Self

---

Current Position Senior Communications Consultant

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#### **Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past?	No
If yes, please indicate which group(s).	<i>Field not completed.</i>
What experience and/or training have you had in the area of race equity (skills, activities, training, education)?	I have had no formal race equity training.
Please share your community interests (groups, committees, organizations) if any:	I am an avid crafter and was an active member of BARN's Fiber Studio pre-quarantine. Additionally, I was the Park Manager of the Islanders Resident Association.
Do you have potential conflicts of interest? If so, please explain:	None
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	
Type the Year	2021

# Olivia S. Hall

## Experience

**Communications Consultant** Seattle, WA

January 2015 - Present

As a consultant, I have worked with numerous clients in various capacities to fit their particular needs. The following is a non-exhaustive list of responsibilities and tasks I have completed for my clients.

- Create comprehensive communications strategies for print, broadcast, and digital mediums.
- Pitch op-eds and editorials to national and local news outlets.
- Write editorials, white papers, blog articles, press pitches, web copy, social media assets, and proposals.
- Design and manage websites including asset design, branding implementation, and on-boarding.
- Audit websites and social media channels for clarity, UI, and effectiveness. Make recommendations upon my findings during this process.
- Develop communication toolkits with sample social media posts, custom graphics, and outreach strategy.

**Marketing Copywriter** Impinj, Seattle; Seattle, WA

May 2018 - December 2019

- Drafted and edited customer stories, blog posts, marketing kits, solution briefs, and white papers about Impinj's RAIN RFID technology.
- Worked closely with the Global Marketing team to build new editorial guidelines and processes.

**Freelance Writer**

January 2015 - January 2019

- Publications include The Seattle Times, Elle.com, Refinery29, Racked, and Nashville Scene.

**Graduate Intern** Washington STEM; Seattle, WA

November 2017 - May 2018

- Conducted interviews with women working in STEM throughout Washington State to generate content for the [Notable Women In STEM](#) project.
- Transcribed interviews and wrote content for profile cards created for each woman.
- Managed the Washington STEM Facebook and Twitter accounts with my co-intern.
- Worked closely with the programming team to create a Discover U worksite tour of the McKInstry Innovate Center.

**Associate Editor** xoJane.com; New York, NY

June 2014 - December 2014

- Managed an average of 75 freelancers, coordinated edits, and answered payroll inquiries.
- Wrote style articles, including a weekly column that averaged 200 comments.

## Education

**University of Washington**; Master of Communication, Class of 2019

**Bard College**; Bachelor of Arts, 2010, Photography

## Roz Lassoff

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 21, 2022 12:17 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

### Race Equity Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

#### Step 1

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#### Race Equity Advisory Committee Volunteer Application

The City of Bainbridge Island is seeking volunteers to serve on the Race Equity Advisory Committee. Applications are due by 4 p.m. Friday, April 29, 2022. Applicants selected for interviews must be available in May.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews. Term will begin July 1, 2022.

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#### Applicant Information

---

Name Michelle Hecker

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Is.

---

State WA

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Zip	98110
Current Employer	Hecker Architects PS
Current Position	Principal Planner / Project Manager

---

### Experience & Qualifications

---

Have you served on any city committees, commissions, boards or task forces in the past? No

If yes, please indicate which group(s). *Field not completed.*

What experience and/or training have you had in the area of race equity (skills, activities, training, education)? Masters Degree in Community and Regional Planning, and Sustainable Development from the University of Texas, Austin. 22 years of planning experience for a wide range of institutions and firms in both Austin and the Seattle Region. Experience in designing and drafting municipal and Tribal land use code that incorporates the aspects of equity and sustainability goals. I am very interested in participating in the development of systems that will help the City of Bainbridge Island and other jurisdictions gain public trust through transparent and equitable code development processes.

Please share your community interests (groups, committees, organizations) if any: I volunteer every year since 2014 with the Kitsap Community Foundation as a grant reviewer. In addition, I advocate for change throughout the state and county for simple planning changes. Recently, I advocated on behalf of the Shift Zero Building Alliance for Net Zero Code Changes in the State. I attend the Global Compact Network Canada and advocate and collaborate for programs that effect both Canadians and Americans regarding sustainability and equity topics. I volunteer at my son's school, and for his sports teams. Follow, policy development in Kitsap County, Bremerton, Bainbridge Is, the City of Seattle, British Columbia, CA closely. Participate in Sustainable Bainbridge annual beach clean ups, and love walking the many beautiful areas of Bainbridge Island. Member of the American Planning Association, the Malibu Foundation and the World Affairs Council.

Do you have potential conflicts of interest? If so, please explain: NO

Feel free to attach a cover letter, resume', or other *Field not completed.*

---

materials, if you wish  
(optional):

---

How did you hear about the volunteer opportunity? City website

---

Other *Field not completed.*

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Type the Year 2022

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**From:** noreply@civicplus.com  
**Sent:** Sunday, January 30, 2022 6:42 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm

## Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm

### Step 1

---

#### Race Equity Advisory Committee Volunteer Application

The City of Bainbridge Island is seeking one volunteer to serve on the Race Equity Advisory Committee (REAC) through June 2022. Applications are due by 4 p.m. Tuesday, February 1. Applicants selected for interviews must be available in February. Term begins immediately following City Council appointment.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

---

#### Applicant Information

---

Name Francis Jacobson

---

Email

---

Daytime Phone

---

Address

---

City Bainbridge Island

---

State WA

---

Zip 98110

---

Current Employer Systems Design West

---

Current Position

Billing Specialist

---

**Experience & Qualifications**

---

Have you served on any city committees, commissions, boards or task forces in the past?

Yes

---

If yes, please indicate which group(s).

Historic Preservation Commission

---

What experience and/or training have you had in the area of race equity (skills, activities, training, education)?

I am afraid that I have not had much opportunity for formal training. I have studied the necessity for racial equity in our society, and why it means more than racial equality. The only aspect that I think I can add is this, I am white, and I grew up privileged, but I made mistakes from lack of judgement and held back my own disabilities. I know that without a society that values equity, I would be in trouble. Thanks to my privileges that I did not earn, I haven't gone under. Equity is needed so that all citizens can live to his or her potential. We do not have that, and it will only happen when those who have privileges sacrifice and share what they have with others. It is not comfortable, but honesty requires it.

---

Please share your community interests (groups, committees, organizations) if any:

Currently, the only group I am involved in is St. Cecilia Parish (serving as a greeter or lector). I did more for them in the past before COVID. I am also a member of the Knights of Columbus, but when I held two jobs and worked 60 hours per week, I had little time to do much of anything. When I was on SSDI, due to several sepsis hospitalizations, I was volunteered at the Bainbridge Island Historical Museum and on the Historic Preservation Commission.

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Do you have potential conflicts of interest? If so, please explain:

I cannot think of any.

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Feel free to attach a cover letter, resume, or other materials, if you wish (optional):

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Type the Year

2022

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How did you hear about the volunteer opportunity?

Bainbridge Islander newspaper

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Other

*Field not completed.*

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## Francis R Jacobson

**OBJECTIVE:** To employ my Talent Themes ® to enhance the profitability and productivity for your company and organization

**TALENT THEMES ®:** Restorative, Context, Communication, Empathy, Intellection  
**TRANSLATION:** I work to restore operations to their optimum by considering where we have been to isolate what works, and I communicate the solutions by considering the needs of the people involved.

## EMPLOYMENT HISTORY

### **Systems Design West, Poulsbo, WA**

#### **Billing and Support (April 2013 to Present)**

- Data Entry for Hospital Face Sheets
  - Enter needed demographic and insurance information to bill for EMS transports.
  - Use Lexis Nexis to obtain SSNs & USPS site for ZIP+4 Codes.
  - Verify coverage via various insurance sites.
    - One Health Port, Optum, Noridian, Availity
  - Prioritize which Districts should be done for timely claims.
- Scanning and Attaching Certified Mail Receipts to transport records
- Assembling CMS 1500s with Patient Care Reports (PCRs)
  - Determining which ones may need PCRs if Billing Specialist has not printed the requisite item.
  - Faxing or sending secured e-mails for Hospice and Medicaid claims

### **Peninsula McDonald's, Bainbridge Island, WA**

#### **Crew Member (January 2019 – September 2021)**

- Customer Services for Front Counter and Drive Through stations
  - Took orders for customers in an engaging, friendly manner.
  - Helped resolve issues when orders were incorrect.
  - Worked to make every customer feel welcome and appreciated.
- Assisted other Crew Members and managers as needed

### **Housing Resource Bainbridge, Bainbridge Island, WA**

#### **Accounting Assistant (2012 – 2013)**

- Pre-coded invoices for operations expenses, monthly payments, employee benefits and construction loan payments
- Kept track of tenant rental income.
- Assisted Finance Manager to prepare for audits via photocopying and organization of needed material.

### **Auto Safe Ignition Interlock, Silverdale, WA**

#### **Billing Assistant (2010 – 2011)**

- Uploaded bank card payments for monthly ignition interlock leases
- Worked to clear balances for expired leases.
- Scanned and corrected errors such as misspelled cities and improperly formatted addresses

## **VOLUNTEER / CIVIC SERVICE EXPERIENCE**

### **City of Bainbridge Island Historic Preservation Commission**

- Research houses based on previously gathered data to see what may be eligible for the local Historic Register
- I compose the Minutes for two organizations, and both have called my reports “exemplary”.

### **Poulsbo and Bainbridge Island Chambers of Commerce**

- I assisted visitors with directions, points of interest and other information.
- I helped both the Poulsbo and Bainbridge Island Chambers of Commerce update their directories by contacting business owners and obtaining updates
- One Poulsbo Chamber member, Mike and Sandi Nelson Real Estate, had considered employing me to make inquiry calls to visitors to their website. The death of Mr. Nelson along with a new full-time job cancelled to proposal

### **Bainbridge Island Historical Museum**

- As a docent at the Bainbridge Island Historical Museum, I greet visitors and introduce them to the museum and guide them at a level they are comfortable with. I will be their guide if they want one or leave them to explore themselves if that is their preference.

### **St. Cecilia Catholic Church**

- Class facilitator in weekly Bible Study group using professional study series with study questions, and my job is to create class discussion.
- Scheduling lay ministers for weekend Masses based on each volunteer’s personal schedules and preferences.
- Treasurer and Recorder for Knights of Columbus Council 12235

## **SOFTWARE, SPEED AND SPECIALTIES**

- Programs include the following: MS Excel, MS Word, MS Access, accounting software includes QuickBooks and Oracle. In addition, I have used the archeological data base program Past Perfect.
- Data Entry Speed approximately 40 wpm
- I have written letters to the editor that have appeared in three national publications: Commentary, First Things and The National Catholic Register
- I was commissioned to write a history of St. Cecilia Parish on Bainbridge Island
- I have used my writing skills to successfully advocate and resolve issues for people such as obtaining a refund for disabled woman attending a concert whose view was blocked by other spectators.
- WordPress blog: [thisnoonanlife.wordpress.com](http://thisnoonanlife.wordpress.com)

## **EDUCATION:**

University of Washington; Seattle, WA; Bachelor of Arts – Political Science  
Business / Software Applications; Seattle Central Community College; Seattle WA  
Rockwell Institute, online learning; Real Estate Fundamentals and Practices

## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Sunday, January 16, 2022 2:07 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm

### Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm

#### Step 1

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##### Race Equity Advisory Committee Volunteer Application

The City of Bainbridge Island is seeking one volunteer to serve on the Race Equity Advisory Committee (REAC) through June 2022. Applications are due by 4 p.m. Tuesday, February 1. Applicants selected for interviews must be available in February. Term begins immediately following City Council appointment.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

---

#### Applicant Information

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Name Heide Madden

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Email

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Daytime Phone

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Address

---

City B.I.

---

State WA

---

Zip 98110

---

Current Employer self

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Current Position farmer

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**Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past? No

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If yes, please indicate which group(s). *Field not completed.*

---

What experience and/or training have you had in the area of race equity (skills, activities, training, education)? nothing accredited

---

Please share your community interests (groups, committees, organizations) if any: As a member of the Baha'i Faith I believe in the need to eliminate racism which is one of the primary principles of the Faith.

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Do you have potential conflicts of interest? If so, please explain: no

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

---

Type the Year 2022

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How did you hear about the volunteer opportunity? City Website

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Other *Field not completed.*

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 18, 2022 8:52 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm

**Race Equity Advisory Committee Volunteer Application - Due: 2/1/22 @ 4 pm**

**Step 1**

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Race Equity Advisory Committee Volunteer Application

The City of Bainbridge Island is seeking one volunteer to serve on the Race Equity Advisory Committee (REAC) through June 2022. Applications are due by 4 p.m. Tuesday, February 1. Applicants selected for interviews must be available in February. Term begins immediately following City Council appointment.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.

---

**Applicant Information**

Name	Robin Rodgers
Email	
Daytime Phone	
Address	
City	Bainbridge Island
State	WA
Zip	98110
Current Employer	Homemaker

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Current Position Parent

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**Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past? No

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If yes, please indicate which group(s). *Field not completed.*

---

What experience and/or training have you had in the area of race equity (skills, activities, training, education)? During the 2008-2011 financial crisis, I worked as a bankruptcy counselor at a non-profit devoted to financial education for all. As a bilingual counselor, I advocated for Spanish speaking clients to receive materials and education adequately translated to offer the same quality as English speakers received.

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Please share your community interests (groups, committees, organizations) if any: I just moved here during the pandemic and have not joined any clubs or groups (besides a gym). I'm excited about the vibrant artistic community here, and I plan to take sailing lessons next summer. So far, my family and I are enjoying a lot of hiking.

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Do you have potential conflicts of interest? If so, please explain: *Field not completed.*

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Feel free to attach a cover letter, resume', or other materials, if you wish (optional): *Field not completed.*

---

Type the Year 2022

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How did you hear about the volunteer opportunity? Bainbridge Islander newspaper

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Other *Field not completed.*

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## Roz Lassoff

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, April 27, 2022 10:33 AM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

**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.**

### Race Equity Advisory Committee Volunteer Application (Due: Friday, April 29, 2022 at 4 pm)

#### Step 1

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#### Race Equity Advisory Committee Volunteer Application

The City of Bainbridge Island is seeking volunteers to serve on the Race Equity Advisory Committee. Applications are due by 4 p.m. Friday, April 29, 2022. Applicants selected for interviews must be available in May.

The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted. Applications will be considered active for one year.

Application Deadline – Friday, April 29, 2022 at 4 pm. Applicants must be available in May for interviews. Term will begin July 1, 2022.

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#### Applicant Information

Name Savanna Rovelstad

Email

Daytime Phone

Address

City Bainbridgels

State WA

Zip	98110
Current Employer	Holly Paige
Current Position	Nanny

### Experience & Qualifications

Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	Race equity task force, race equity advisory committee.
What experience and/or training have you had in the area of race equity (skills, activities, training, education)?	I have served on this committee for 3 years as co-chair and recently bumped up to chair. I have had training from The Government Alliance for Race and Equity. Also Race Forward.
Please share your community interests (groups, committees, organizations) if any:	I serve on the board of directors of housing resource Bainbridge. I am also a member of a private nanny group on the island.
Do you have potential conflicts of interest? If so, please explain:	<i>Field not completed.</i>
Feel free to attach a cover letter, resume, or other materials, if you wish (optional):	<i>Field not completed.</i>
How did you hear about the volunteer opportunity?	Other (specify below)
Other	<i>Field not completed.</i>
Type the Year	2022

**From:** noreply@civicplus.com  
**Sent:** Thursday, February 11, 2021 10:32 PM  
**To:** CityAdmin  
**Subject:** Online Form Submittal: Race Equity Advisory Committee Volunteer Application

**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.

## Race Equity Advisory Committee Volunteer Application

### Step 1

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#### *Race Equity Task Force Advisory Committee Volunteer Application Form*

*The City of Bainbridge Island welcomes the participation of volunteers in serving our Island community through advisory groups. Please complete the form below if you are interested in serving. Once completed, this form will become part of the City's Volunteer Roster. Please note: once submitted, this application becomes a public record. Your address and contact information will not be shared. We thank all applicants for their interest, however only those candidates selected for interviews will be contacted.*

*Application Deadline – Friday, February 26, 2021 at 4 pm. Applicants must be available in March for interviews.*

#### **Applicant Information**

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Name Clarissa San Diego

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Email

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Daytime Phone

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Address

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City Bainbridge Island

---

State WA

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Zip 98110

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Current Employer Self

---

Current Position Founder

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#### **Experience & Qualifications**

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Have you served on any city committees, commissions, boards or task forces in the past?	Yes
If yes, please indicate which group(s).	City of Oakland Youth Advisory Committee. Served as member for two terms and then Chairperson for one term.
What experience and/or training have you had in the area of race equity (skills, activities, training, education)?	In addition to serving on the City of Oakland's Youth Advisory Board, my other advisory experience includes roles at the University of Texas El Paso as an industry advisor for women of color in computing education and at Seattle Good Business Network Youth Advisory Board for Economic Empowerment where I served as an advisor to youth ages 16-24 to help them build a sustainable circular economy in local urban manufacturing. For my company, I specialized in educating young people of color and the elderly community in technology education. I also was on the leadership team for Seattle's Women Who Code chapter and have spoken and taught the intersection of technology and equity at various events and conferences. For more information about my skills and experience, please check out my LinkedIn profile: <a href="https://www.linkedin.com/in/clarissasandiego/">https://www.linkedin.com/in/clarissasandiego/</a>
Please share your community interests (groups, committees, organizations) if any:	I recently moved to Bainbridge Island in late July 2020. I am not currently part of any community organizations but I'm am eager to be a part of many especially those focused on equity, environment, arts, technology, food, and education.
Do you have potential conflicts of interest? If so, please explain:	No
Feel free to attach a cover letter, resume', or other materials, if you wish (optional):	<i>Field not completed.</i>
Type the Year	2021

# CLARISSA SANDIEGO

CREATIVE TECHNOLOGY STRATEGIST

Greater Seattle Area, USA

<https://www.linkedin.com/in/clarissasandiego/>

## AWARDS & NOTABLE ACHIEVEMENTS

**2018 STC Frank R. Smith Award for Distinguished Article in the Society for Technical Communication Journal.** Article, Localizing Communities, Goals, Communication, and Inclusion: A Collaborative Approach

## COMMUNITY CONTRIBUTIONS

**UNIVERSITY OF TEXAS - EL PASO**  
INDUSTRY ADVISOR FOR WOMEN OF COLOR IN COMPUTING

Served as an advisor and mentor to support women of color in User Experience and Technology Design with the priority of increasing participation and retention within the technology workforce.

**SEATTLE GOOD BUSINESS NETWORK**  
YOUTH ADVISORY BOARD ADVISOR  
Served as an advisor to youth ages 16-24 in building a sustainable circular economy in local urban manufacturing.

**WOMEN WHO CODE**  
TECHNOLOGY EVANGELIST  
Served on the core leadership team of the Seattle chapter. Ran workshops and provided graphic design needs

**MEETUP GROUPS**  
CO-ORGANIZER  
Organizes local community events for Taste Buddy Seattle, Nerds Collide, and the Seattle Futurist Society

## FUN FACTS

+ The book "Beyond the Makerspace: Making and Relational Rhetorics" is about my work and philosophy on the maker movement & community building.

+ Featured on MAKE Magazine for creating an interactive experience of the Stranger Things alphabet wall.

## SKILLS

### + Content Generation

Blog Posts, Photography, Video, Contests, Market Research

### + Event Management

Workshops, Conferences, Meetups, Hackathons, Sponsorships

### + Marketing Strategy

Twitter, Facebook, Instagram, TikTok, PR, Email, Medium

### + Industrial Design & Fabrication

CNC Milling, 3D Printing, Laser Cutting, Wood/Metal Working

### + Project & Product Management

Software, Hardware, Logistics, Documentation, Budget Management

### + Design Software

Illustrator, Photoshop, Blender, Vcarve, Rhino, Inkscape

### + Productivity Software

Excel, PowerPoint, SharePoint, Word, Visio, Project, Slack, Jira, Unreal Engine, Google Apps

### + Languages

English, Tagalog, Spanish, C/C++  
JavaScript

## EXPERIENCE

### FOUNDER & CEO

MAKEROLOGIST | SEATTLE, WA | SEPT 2016 - SEPT 2020

- Oversaw all operations and business activities to uphold the mission of empowering non-technical people to learn hardware tech by decreasing friction in accessibility and digestibility.
- Created technical documentation and operational procedures.
- Fabricated and facilitated learning experiences through the creation of hardware kits, workshops, events/conferences, and public installations.
- Served as the company ambassador that generated content in the form of guest blogs, published journal articles, magazine features, interviews, podcasts, and various panel talks.
- Trained, motivated, and lead collective of educators, designers, artists, engineers, and writers.
- Identified and maintained partnerships and client relationships

### DEVELOPER ENGAGEMENT LEAD

PARTICLE | SAN FRANCISCO, CA | NOV 2015 - APR 2016

- Served as the admin of an open source developer community of 55,000+ users located in 25+ countries.
- Generated social media, blog, photo, and video content
- Managed community advocacy and ambassador programs and campaigns with partner companies.

### PROJECT MANAGER

DIEBOLD, INC | REMOTE, USA | JUN 2009 - JUL 2014

- Developed project plans, processes, documentation, and deliverables for ATM deployment projects for national banks consisting of 6000+ sites located in 40+ states on time and within budget.
- Generated \$500K in revenue in a single quarter in one project.
- Managed vendors, subcontractors, change requests, scope requirements, and RFPs, across six time zones.

### PERSONAL BANKER

WELLS FARGO | SAN FRANCISCO, CA | OCT 2006 - JUN 2009

- Solicited new accounts and cross-sells products and services, account servicing/maintenance address change, stop payments, account closings, transfers, notary, processed check orders, and problem resolution
- Processed deposits, large amounts of money, withdrawals,
- foreign exchange services, and fraud prevention.



CITY OF  
BAINBRIDGE ISLAND

## City Council Regular Business Meeting Agenda Bill

**MEETING DATE:** June 14, 2022

**ESTIMATED TIME:** 5 Minutes

**AGENDA ITEM:** (8:55 PM) Consider Agenda Request for Citywide Read Program - Deputy Mayor Fantroy-Johnson,

**SUMMARY:** Attached is a memorandum describing Deputy Mayor Fantroy-Johnson's request to discuss a Citywide Read program on a future Council agenda.

**AGENDA CATEGORY:** Discussion

**PROPOSED BY:** City Council

**RECOMMENDED MOTION:** Discussion and possible placement on an upcoming agenda.

**STRATEGIC PRIORITY:**

**FISCAL IMPACT:**

<b>Amount:</b>	
<b>Ongoing Cost:</b>	
<b>One-Time Cost:</b>	
<b>Included in Current Budget?</b>	

**BACKGROUND:**

**ATTACHMENTS:**

[Agenda Request from Deputy Mayor Fantroy-Johnson.docx](#)

**FISCAL DETAILS:**

**Fund Name(s):**

**Coding:**

TO: City of Bainbridge Island City Council  
FROM: Deputy Mayor Brenda Fantroy-Johnson  
SUBJECT: Discussion of a Citywide Read

I would like to propose the City Council consider approving an action item for a future City Council agenda to endorse a "Citywide Read" or "Community Read."

A Citywide Read, sponsored by the City, is intended to encourage Bainbridge Island residents to share the experience of reading the same book, and then participating in discussions and cultural events related to that book.

GOAL: To get our community talking and communicating with one another. The "read" is designed to broaden and deepen an appreciation of reading and to compel friends, families, and neighbors to share their experience while reading the same book. The project is further intended to engage the community in dialogue and seeks to invite community together by promoting tolerance and understanding about differing points of view.

FOR CONSIDERATION:

Is this something that the Council would like to consider?

Inviting various committees to recommend titles, i.e., Climate Change Committee, REAC, etc.?

Would a subcommittee be appropriate?

Timeframe, budget, theme, title?